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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GREY FOX, LLC a California limited liability company; MAZ PROPERTIES, INC. , a California Corporation; BEAN BLOSSOM, LLC, a California limited liability company; WINTER HAWK, LLC, a California limited liability company, MARK W. TAUTRIM, individually and o/b/o the MARK W. TAUTRIM REVOCABLE TRUST, LIVE OAK BAZZI RANCH, L. P. , a California limited partnership, JTMT LLC, MIKE and DENISE MCNUTT, individually and on behalf of others similarly situated,
Plaintiffs,

v.

PLAINS ALL AMERICAN PIPELINE, L.P. , a Delaware limited partnership, PLAINS PIPELINE, L.P. , a Texas limited partnership, and JOHN DOES 1 through 10,
Defendants.

Case No. 2:16-cv-03157-PSG-JEM

**PLAINTIFFS' [CORRECTED]
SECOND AMENDED CLASS ACTION
AND INDIVIDUAL COMPLAINT FOR
DAMAGES AND DECLARATORY
RELIEF**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

Plaintiffs Grey Fox, LLC (“Grey Fox”), MAZ Properties, Inc. (“MAZ”), Bean Blossom, LLC (“Bean Blossom”), Winter Hawk, LLC (“Winter Hawk”), Mark W. Tautrim, Trustee of the Mark W. Tautrim Revocable Trust (“Tautrim Trust”), Live Oak Bazzi Ranch L. P. (“Live Oak”), JTMT, LLC, a California Limited Partnership (“JTMT”), and Mike and Denise McNutt, a marital community (“McNutt”), (collectively “Plaintiffs”), individually and on behalf of all others similarly situated, allege the following against Plains All American Pipeline, L.P. (“Plains All American”) and Plains Pipeline, L.P. (“Plains Pipeline”) (collectively “Defendants” or “Plains”), based where applicable on personal knowledge, information and belief, and the investigation and research of counsel.

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II. NATURE OF THE ACTION

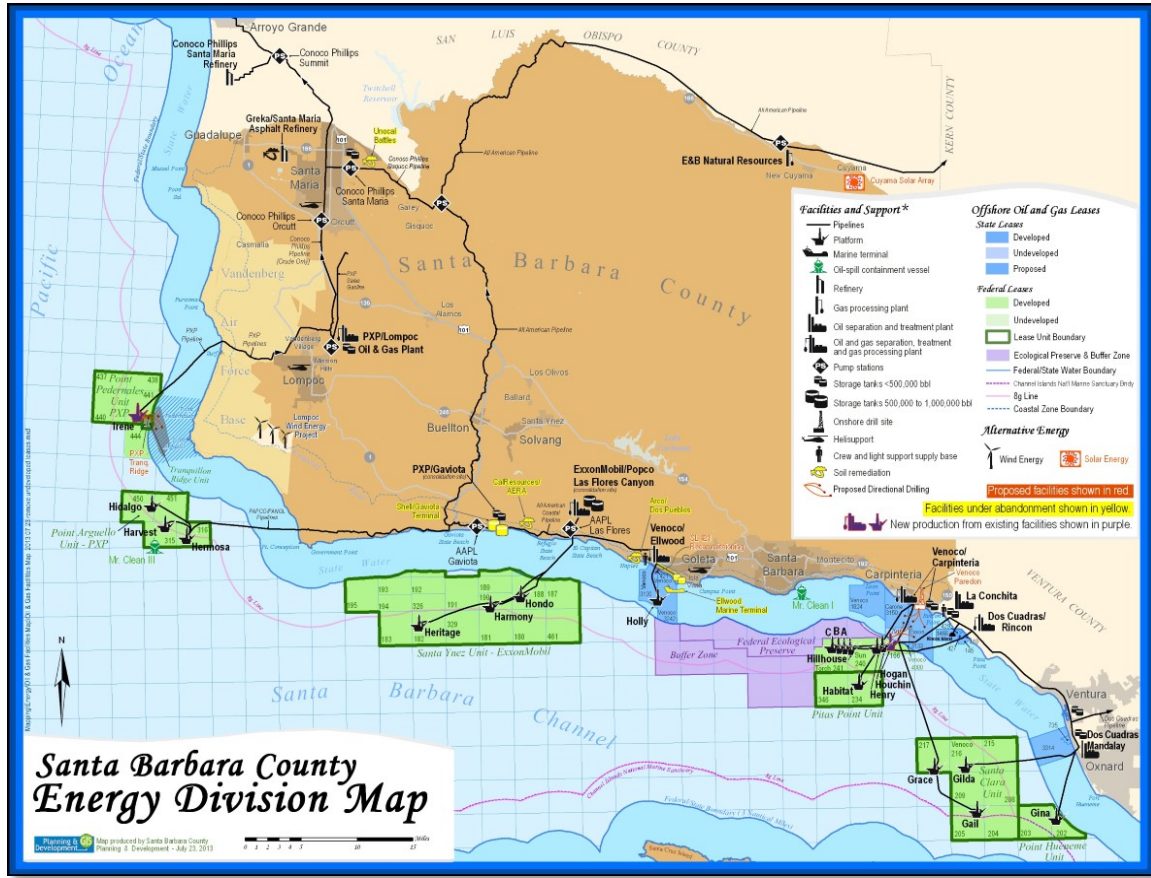
1. This class action lawsuit is brought on behalf of all persons and entities who currently own real property subject to an easement for the Pipeline (Lines 901 and 903) (“Easements”). Each property owner has a written easement contract that contains similar material terms which provide Plains with limited, narrow access to the properties to take certain specified actions related to “one pipeline,” i. e. the existing Lines 901 and 903. Plains installed that one pipeline almost 30 years ago but then failed to maintain it, leading the pipeline to fail catastrophically and Plains to recognize that the Pipeline was beyond repair. Plains now claims that its failure to maintain the Pipeline gives it the right to install a brand-new pipeline in the easements despite (1) the easements’ explicit limitation to one pipeline and (2) that subjecting the Plaintiffs’ to the construction required to install the new pipeline would overburden the easements. Plaintiffs bring this suit to protect the property rights to which they are legally entitled and to preclude Plains’ from imposing additional burdens on their properties unless and until Plains secures the easements that are adequate to cover the new burden it seeks to impose.

1 2. Defendants own and operate pipelines that transport crude oil and other
2 liquids from the California coast to inland refinery markets in California. There are two
3 pipelines. Line 901 is a 24-inch diameter pipeline that runs essentially east to west for
4 approximately 10.7 miles along the Santa Barbara County coastline, from the Las
5 Flores Canyon Oil & Gas Processing Facility to the Gaviota Pump Station. Line 903 is a
6 30-inch diameter pipeline that runs south to north and then east for approximately 128
7 miles from the Gaviota Pump Station to the Emidio Station near Bakersfield, in Kern
8 County.

9 3. Line 901 delivers all of its crude oil to Line 903 at the Gaviota Pumping
10 Station, where the two meet. Line 903 then carries the crude from both Lines to Kern
11 County. Defendants control both the Pipeline from their control room in Midland,
12 Texas.

13 4. Defendants' Pipeline is shown in the map below published by the Santa
14 Barbara County Energy Division.

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5. The Pipeline runs through the real properties of Plaintiffs and putative class members pursuant to written easement contracts (also known as Right-Of-Way Grants).

6. The Pipeline was constructed in the late 1980's by Celeron Pipeline Company of California and operated through its subsidiary All American Pipeline Company ("AAPC"). The Pipeline went into crude oil service in 1991. Prior to installation, Celeron drafted and executed easement contracts with the owners of approximately 120 properties through which the existing Pipeline travels. As the original properties were further subdivided, the easements now cover approximately 165 properties.

7. At the time the contracts were negotiated, Celeron and AAPC were owned by Wingfoot, a wholly-owned subsidiary of Goodyear. In 1998, Plains Resources, Inc. purchased all outstanding capital stock of AAPC and Celeron from Wingfoot, including

1 all assets, liabilities and results of operations. Plains Resources then created several
2 subsidiaries and partnerships to operate its new assets. Plains Pipeline, LP now owns
3 and operates Lines 901 and 903. Thus, Plains is the successor-in-interest of Celeron.

4 8. The Easements, negotiated by Plain’s predecessor Celeron and still in
5 effect today, are virtually identical in all respects that are material to this Complaint.
6 Each of the agreements at issue in this Class Action states that it is for the use of “one
7 pipeline,” and expressly allows that Plains shall use the easement for the “maintenance,
8 repair, removal or replacement” of that one Pipeline, or words to that effect.¹ The
9 contracts provided a temporary construction easement of up to 100 feet, each of which
10 terminated when construction was completed. The permanent easements then reverted
11 to a width between 25 and 50 feet, but none are wider than that. Twelve of the easement
12 contracts, relating to twelve of the properties, granted limited right of access along and
13 adjacent to the permanent easement during temporary periods and only as reasonably
14 necessary for maintenance, repair, removal, or replacement of the facilities (described as
15 accessory structures used during construction). In addition, contracts for approximately
16 130 of the existing subordinated parcels give property owners the right to require
17 removal of the Pipeline at the end of its natural life.

18 9. Although the Pipeline was approved to transport crude oil, subsequent
19 testing revealed that Plains used it to transport other toxic chemicals known to pose
20 threats to human health and marine life, including but not limited to Ethylbenzene,
21 Toluene, Xylene and Naphthalene. The pipeline also transported Glutaraldehyde, a
22 biocide used for drilling, fracking and acidizing operations.

24 ¹ To the best of Plaintiffs’ knowledge, there are only four existing easement contracts
25 related to Lines 901 and 903 that do not specify “one pipeline.” Two of these relate to
26 permission to install block valves, one is granted by Mobil Oil and one is an
27 amendment that specifically allows for “one additional backup pipeline,” only “at the
28 time of initial construction of the main pipeline at the crossing of the Cuyama River.”
These easements are not at issue in this Complaint.

1 10. A properly maintained pipeline will operate for well over 50 years, and
2 each of the Easements provided that Plains would maintain, operate and repair the
3 Pipeline as needed. Plains failed to do so. Defendants also failed to properly monitor the
4 Pipeline’s corrosion levels or to timely make the repairs needed to sustain the
5 reasonably-expected lifespan of the Pipeline. As a result, over the course of its useful
6 life, the Pipeline became severely corroded, thinning from an original thickness of more
7 than 1/3rd of an inch to just 1/16th of an inch in some areas—a five-fold decrease. Third
8 party anomaly testing put Plains on notice of these defects, as did prior repairs to areas
9 adjacent to the eventual rupture location.

10 11. As a result of Plains’ failures, on the morning of May 19, 2015, the
11 Pipeline ruptured on Plaintiff Grey Fox’s real property (Lot X). Before Defendants
12 managed to shut it off, the Pipeline had discharged more than 140,000 gallons of crude
13 oil on Lot X, even by Plains’ own estimates, although Plaintiffs believe that actual
14 amount discharged was exponentially higher. Oil made its way beyond Grey Fox’s
15 property to other properties, public recreation areas, coastal bluffs, beaches, and the
16 Pacific Ocean.

17 12. Within three days of the Pipeline rupture, on May 21, 2015, the U.S.
18 Department of Transportation Pipeline and Hazardous Materials Safety Administration
19 (“PHMSA”) shut down the Pipeline, finding that continued operation of the Pipeline
20 without corrective measures would be hazardous to life, property, and the environment.

21 13. After a one-year investigation, in May 2016, PHMSA issued its Failure
22 Investigation Report (“FIR”), which concluded that this external corrosion—
23 compounded by ineffective corrosion protection, failure by Plains to detect or mitigate
24 the corrosion, and Plains’ failure to timely detect and respond to the pipeline rupture—
25 was the direct or proximate cause of the Refugio Oil Spill.

26 14. The corrective measures ultimately required as a result of PHMSA’s
27 investigation include replacement of the Pipeline, improvements to Plains’ Integrity
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1 Management Plan (“IMP”), enhancements to leak detection and alarm systems,
2 installation of safety valves and pressure sensors.

3 15. Plains was also charged and convicted of nine counts of criminal
4 wrongdoing, related to its operation of the Pipeline and the resulting oil spill, including
5 an unprecedented felony conviction for: 1. Knowingly [sic] or reasonably should have
6 known that its actions would cause the discharge of oil into the waters of the state; 2.
7 Knowingly failing to follow a material provision of an applicable oil contingency plan,
8 and; 3. Unlawfully discharging oil or waste to the surface or subsurface waters or land
9 by oil field operations. *State of California v. Plains All American Pipeline, L.P* , No.
10 1495091 (Santa Barbara Cty. Super. Ct. Sept. 7, 2018).

11 16. In light of the Pipeline failure, Plains applied for and received approval to
12 convert its Pipeline from an interstate system, regulated by the U.S. Department of
13 Transportation, to an intra-state system, governed by the California Office of the State
14 Fire Marshall (OSFM).

15 17. Recognizing that its failure to maintain the one pipeline allowed under the
16 easements caused that pipeline to deteriorate beyond reasonable repair or replacement,
17 Plains sought regulatory approval for an entirely new pipeline system. The permit
18 application for this new system, describes its plan to “abandon the existing pipelines
19 known as Line 901 and Line 903 in-place and construct a replacement pipeline known
20 as Line 901 R” and Line 903 R.” This proposed replacement pipeline, of 123. 4 miles, is
21 intended to follow the same corridor as the existing pipeline, along the same properties.²
22 *See Detailed Construction Description for L901R & L903R Pipelines.*³

23
24 ² One section of the new pipeline, near the city of Buellton, will follow a different route
25 than its predecessor.

26 ³ *See* [http://sbcountyplanning.org/energy/documents/projects/PlainsPipeline/ Att%20B.
27 9%20Line%20901903%20Pipeline%20Replacement_Construction%20Description_R1.
28 pdf](http://sbcountyplanning.org/energy/documents/projects/PlainsPipeline/Att%20B.9%20Line%20901903%20Pipeline%20Replacement_Construction%20Description_R1.pdf)

1 18. The Construction Plan contemplates construction of an entirely new
2 pipeline system, using three separate crews or “spreads,” each utilizing 87 vehicles and
3 more than 200 employees, 13-24 hours per day, six days per week. A fourth crew of 27
4 employees and 27 vehicles will be utilized to flush, clean and stabilize the existing
5 system before abandoning it in place. Moreover, to the extent any of the property
6 owners who have the right insist on removal, rather than abandonment of the existing
7 pipeline -- yet another crew of 48 vehicles and 66 employees is intended to safely
8 excavate and remove up to 77.8 miles of the existing system.⁴ Even by Plains’ own
9 overly optimistic estimates, this construction process will take 15-21 months with more
10 than 336 vehicles, transporting up to 740 employees, with more than 350 round trips to
11 and from the job site each day.

12 19. The work to be conducted by the construction crews is ambitious and
13 extensive, to include bulldozers, backhoes, “jack and boring” (i. e. tunneling beneath
14 roads and highways), horizontal directional drilling (tunneling under rivers or other
15 large obstructions), welding, pressure testing, and backfill of resulting trenches.

16 20. The heaviest equipment would remain on site continuously during that
17 period, requiring thirteen or more primary staging areas, and a construction corridor of
18 between 100 and 200 feet or more, to accommodate construction, additional
19 “secondary” staging areas, and to route around existing natural barriers, such as large
20 oak trees. The permit also seeks a “Permanent Maintenance Corridor” of at least 50 feet,
21 nearly twice the width of most of the easements along Line 901.

22 21. The rights Plains seeks in its permits far exceed those granted through the
23 Easements. Most notably, every one of the relevant contracts are expressly limited to
24 “one pipeline.” These Easements do not allow for the construction of an entirely new
25 Pipeline, and certainly do not allow the prolonged and disruptive construction program
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27 ⁴ Plains’ makes no provision to remove any part of the existing Pipeline, unless required
28 to do so. Its plan is to “abandon in place” the entire Line 901/903 system.

1 required for a new pipeline. Moreover, the Permanent Maintenance Corridor Plains
2 describes is larger than the existing easements on many of the properties, including the
3 majority of Line 901 properties, and the Temporary Construction Easement planned
4 extends at least 75 to 175 feet beyond all of the current Easements.

5 22. The requirements for permitted operation of the replacement Pipeline could
6 not be met through repair and continued operation of the existing line, nor does Plains
7 contemplate doing so. But the easement contracts expressly limit Plains to the operation
8 of *one* pipeline—the pipeline that Celeron installed more than thirty years ago.

9 23. It is also abundantly clear that Lines 901R and 903R represent an entirely
10 new pipeline system, requiring new permitting, through a new regulatory system. The
11 terms of the Easements and applicable law do not allow Plains to install this new
12 pipeline system.

13 24. The limitation to *one* pipeline also reflects that the Easements were only
14 intended to cover a single construction event, which was completed in the early 1990s.
15 The scope of the Easements certainly does not allow, or even contemplate, the
16 overwhelming breadth of the burdens required to install and operate a new pipeline.

17 25. The parties know additional access is needed because: 1. Plains’
18 construction description in its application requires permanent easements of at least 50
19 feet and construction easements of 100 to 190 feet or more, that far exceed the scope of
20 its existing Easements; 2. the existing Easements provided a temporary increase in the
21 scope of access to originally install the Pipeline, which then reverted to a smaller,
22 permanent scope after installation, and; 3. when Defendants attempted to remediate the
23 damage caused by the spill and replace the recently ruptured section on Grey Fox’s
24 property, as described above, they discovered they needed access to significantly more
25 of Grey Fox’s property than prescribed in that easement. Moreover, a second massive
26 construction project in fewer than 30 years vastly exceeds any burden the parties to the
27 easement could have reasonably contemplated.

1 26. As the original property owners, or bona fide purchasers thereof, Plaintiffs
2 are entitled to receive the benefit of their bargain under their existing contracts, each of
3 which entitled Plains to install, and impose the associated burdens of, only *one* pipeline.

4 27. Plaintiffs do not contest the desirability of retiring Lines 901 and 903 and
5 installing a new system with better safety mechanisms, routine maintenance and other
6 features.⁵ Indeed, the events of May 19, 2015 make clear that such changes are long
7 overdue. The ongoing operation of the improperly maintained and severely corroded
8 Pipeline posed a real and grave risk to the Plaintiffs and their property. But desirability
9 does not give Plains the right to exceed the scope of the Easements to the detriment of
10 Plaintiffs' property rights, simply because Plains feloniously failed to maintain the *one*
11 pipeline it was entitled to install. Plaintiffs are entitled to clarify their existing property
12 rights.

13 28. For these reasons, Plaintiffs seek a declaratory ruling, and associated
14 injunctive relief, that under the Easements: 1. Plains' proposed Line 901R and 903R
15 would be an impermissible second pipeline, and; 2. Plains lacks the necessary rights to
16 perform the construction necessary to install Line 901R and 903R. Plains can only
17 impose these additional burdens by obtaining easements adequate to cover the
18 additional property rights they seek for appropriate consideration.

19 29. Plaintiffs also seek specific damages for the harm resulting from Plains'
20 bad actions. Given Defendants' failures, the damage that now needs to be repaired
21 and/or restored is far greater than what would have been required if timely maintenance
22 had been performed. Moreover, the intrusion on Plaintiffs' real properties is
23 commensurately greater than if Defendants had routinely and timely performed
24 maintenance. For these reasons, Plaintiffs also seek all damages that flow from
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26 ⁵ Plaintiffs take no position in this litigation as to whether the system proposed by Plains
27 is adequate or meets regulatory guidelines. This question will be addressed by the
28 relevant regulatory entities.

1 Defendants' breach of the easement contracts, failure to maintain the original Pipeline,
2 and interference with Plaintiffs use and enjoyment of their properties. These damages
3 include but are not limited to lost proceeds from the sale of real property, diminished
4 property values, costs of containment and cleanup, losses from injury to property, and
5 loss of use and enjoyment of property.

6 30. Additionally, Plaintiffs Grey Fox and Bean Blossom bring additional
7 claims on their own behalf to recover the significant economic losses they have incurred
8 and will continue to incur because of Defendants' oil spill. Before Defendants' oil spill,
9 the natural environment surrounding these properties was pristine, and the property
10 values reflected their location, natural beauty, and quietude.

11 31. Before Defendants' oil spill, Plaintiff Grey Fox's property and the natural
12 environment surrounding the property was pristine, and the property value reflected its
13 location, natural beauty, and quietude. While Defendants repaired the rupture and
14 cleaned up the petroleum-based material from the surface and soils on and around the
15 spill area on Grey Fox's Lot X, permanent and continuing contamination in the area is
16 likely. The ability to use the property has been severely impaired. Plaintiff Grey Fox
17 suffered continuing physical damages to the property despite remediation efforts.
18 Moreover, Plaintiff Grey Fox suffers not only present injury, but continuing harm, given
19 the on-going uncertainty regarding the installation of the new Pipeline, and the nearly
20 three-year construction and installation process.

21 32. Plaintiffs Grey Fox and Bean Blossom have both made all reasonable
22 efforts to market and sell their properties since the spill occurred, without success. The
23 reduction in market value and complete loss of marketability is the direct result of
24 Defendants' actions. Given the rupture, spill, and condition of the Pipeline, Plaintiffs
25 Grey Fox and Bean Blossom's, properties are currently unsaleable. As a result, both
26 plaintiffs have been forced to continue funding costs that they would not have otherwise
27 had to pay, had they been able to sell the properties in a timely manner. Both Plaintiffs
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1 must continue carrying the additional risks of future rupture and resulting loss of use
2 and unanticipated costs.

3 33. Plaintiffs Grey Fox and Bean Blossom have incurred fees, costs, and
4 expenses related to the spill, suffered damage to their ongoing efforts to commercially
5 market its property, and suffered stigma and reputational damages that have been and
6 will continue to negatively impact the value, marketability, desirability, and ultimate
7 sale price of their properties.

8 34. This Complaint does not supplant the currently pending Plaintiffs'
9 Corrected Consolidated Second Amended Complaint in *Andrews* (formerly, *Cheverez*)
10 *v. Plains All American Pipeline, L.P.*, No. 2:15-CV-04113 (C. D. Cal.), which asserts
11 tort and statutory claims on behalf of all persons or businesses in the United States that
12 claim economic losses, or damages to their occupations, businesses, and/or property as a
13 result of Defendants' May 19, 2015 oil spill from Line 901. Rather, this case asserts (1)
14 claims arising out of easement agreements on behalf of all persons and entities who own
15 real property through which the Pipeline crosses, and (2) individual claims on behalf of
16 Plaintiffs Grey Fox, Bean Blossom, MAZ, and Winter Hawk.

17 **III. PARTIES**

18 35. Plaintiffs are owners of property that is subject to an easement for Plains'
19 existing Pipeline (Lines 901 and 903). Each of these Plaintiffs is an original owner, who
20 negotiated its easement directly with Plains or its predecessor-in-interest, Celeron, or a
21 bona fide purchaser of properties that were subject to existing easements at the time of
22 purchase. Each of the easement contracts specified that they allowed only "one
23 pipeline." A bona fide purchaser for value, who acquires his interest in real property
24 without notice of another's asserted rights in the property, takes the property free of
25 such unknown rights.

Plaintiffs Grey Fox LLC, MAZ Properties, Inc, Bean Blossom, LLC, and Winter Hawk LLC

36. Plaintiff Grey Fox, LLC is a California limited liability company with its principal place of business in Goleta, California. It owns real property located in Santa Barbara County, California sometimes referred to as Lot X of El Rancho Tajiguas. Lot X is burdened with an easement for the Pipeline. The May 2015 rupture of the Pipeline occurred on Lot X. Lot X has been continuously listed and marketed for sale for more than a year, but remains unsold.

37. Plaintiff MAZ Properties, Inc. is a California corporation with its principal place of business in Goleta, California. It owns real property located in Santa Barbara County, California portions of which are sometimes referred to as Lot J and Lot B of El Rancho Tajiguas. Lot J and Lot B are burdened with easements for the Pipeline.

38. Bean Blossom, LLC is a California limited liability company with its principal place of business in Goleta, California. It owns real property located in Santa Barbara County, California sometimes referred to as Lot H of El Rancho Tajiguas. Lot H is burdened with an easement for the Pipeline. Lot H has been listed and marketed for sale continuously since the Oil Spill occurred, but remains unsold.

39. Winter Hawk, LLC is a California limited liability company with its principal place of business in Goleta, California. It owns real property located in Santa Barbara County, California portions of which are sometimes referred to as Lot C of El Rancho Tajiguas. Lot C is burdened with an easement for the Pipeline.

40. MAZ originally acquired what is commonly known as El Rancho Tajiguas. After the acquisition, MAZ executed a Right-Of-Way Grant and then an Amendment to the Right-Of-Way Grant. (See Ex. 1 [Right-Of-Way Grant] and Ex. 2 [Amendment] attached hereto and incorporated herein by reference and hereby made a part of the record hereof). This private contract easement allows the Pipeline to run through the southern section of El Rancho Tajiguas, along the Pacific Coast.

1 41. El Rancho Tajiguas was and is comprised of approximately 24 legal
2 parcels of land, or Lots, and MAZ subsequently transferred some of the Lots to limited
3 liability companies. MAZ kept its interest in Lot B and Lot J and transferred Lot X to
4 Grey Fox, Lot H to Bean Blossom, and Lot C to Winter Hawk. MAZ’s original Right-
5 Of-Way Grant and Amendment for El Rancho Tajiguas currently applies to Lots B, J,
6 X, H, and C. The Right of Way Grant and Amendment executed by MAZ, applies to all
7 of the properties conveyed to Plaintiffs Grey Fox, Bean Blossom and Winter Hawk
8 (collectively, “MAZ Properties”). The easements that apply to the properties of the
9 other members of the Class (collectively, “Easements”) are similar in all material
10 respects to the relevant provisions contained in the El Rancho Tajiguas easement.

11 42. Plaintiff MAZ is an original owner, who negotiated its easement directly
12 with Plains or its predecessor-in-interest, Celeron. The easement contract specified that
13 it allowed only “one pipeline,” and Plaintiff MAZ relied on this language when
14 negotiating the contract.

15 **Plaintiff Mark W. Tautrim, Trustee of the Mark W. Tautrim Revocable Trust**

16 43. Plaintiff Mark W. Tautrim, Trustee of the Mark W. Tautrim Revocable
17 Trust is a citizen of California and owner of the property known as Orella Ranch, 12750
18 Calle Real, Goleta, California (“the Tautrim Property”). The Tautrim Property is
19 burdened with an easement for the Pipeline.

20 44. The Tautrim Property has been owned and managed by members of the
21 Tautrim family for multiple generations. In 1988, joint-owners Karl W. Tautrim, Luzena
22 E. Tautrim, Martin Tautrim, Marion F. Tautrim, Deborah D. Tautrim and Plaintiff Mark
23 W. Tautrim executed a Right-of-Way Grant. (*See* Ex. 3 [Right-of-Way Grant No. 88-
24 050104], attached hereto and incorporated herein by reference and hereby made a part
25 of the record hereof). This private contract easement allows the Pipeline to run
26 alongside the eastern boundary and then through the southern section of the Tautrim
27 Property.

1 45. Subsequently in 1994, then joint-owners Karl W. Tautrim, Trustee of the
2 Tautrim Trust dated March 2, 1990, Martin Tautrim and Marion F. Tautrim, and
3 Plaintiff Mark W. Tautrim executed an Amendment to the Right-of-Way Grant
4 clarifying minor deviations in the location of the Pipeline on the property. (See Ex. 4
5 [Amendment No. 1 to ROW 94-026564] attached hereto and incorporated herein by
6 reference and hereby made a part of the record hereof). Following a series of intra-
7 family transfers, the property came to be solely owned by Plaintiff Mark W. Tautrim as
8 Trustee of the Mark W. Tautrim Revocable Trust.

9 46. Plaintiff Mark W. Tautrim was an original joint owner of the Tautrim
10 Property, who negotiated the easement directly with Plains or its predecessor-in-interest,
11 Celeron. The easement contract specified that they allowed only “one pipeline.”

12 **Plaintiff Live Oak Bazzi Ranch, L.P.**

13 47. Live Oak Bazzi Ranch, L.P. (“Live Oak”) is a California domestic limited
14 partnership and owner of the property known as Live Oak Bazzi Ranch (“the Bazzi
15 Property”). The Bazzi Property is burdened with an easement for the Pipeline.

16 48. The Bazzi Property has been owned by members of the Bazzi family for
17 approximately sixty years, during which it has been used for farming, cattle ranching
18 and the operation of a shale quarry. In 1986, then-owners Maria Bazzi and her twin
19 daughters, Angelina Bazzi Daniels and Martha Bazzi Marsango, individually and as
20 Trustees under the Last Will and Testament of Abbondio Bazzi, executed a Right-of-
21 Way Grant. (See Ex. 5 [Right-of-Way Grant No. 87-005709] attached hereto and
22 incorporated herein by reference and hereby made a part of the record hereof). This
23 private contract easement allows the Pipeline to run through the eastern section of the
24 Bazzi Property.

25 49. In 2002, the property was conveyed to Live Oak Ranch, a California
26 general partnership between the four grandchildren of Abbondio and Maria Bazzi. In
27 2015, the property was conveyed from the general partnership to its present owner, Live
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1 Oak Bazzi Ranch, L. P., a limited partnership whose membership interests are held by
2 the four surviving grandchildren of Abbondio and Maria Bazzi.

3 **Plaintiff JTMT LLC**

4 50. Plaintiff JTMT LLC is a California limited liability corporation and current
5 owner of the property known as J T Ranch at 9660 Foxen Canyon Road, Santa Maria,
6 California. The J T Ranch property is burdened by an easement for the Pipeline.

7 51. In 1987, then-owners of the property, Josephine Giorgi, individually and as
8 Trustee of the Natele Giorgi Trust and Albert V. Giorgi, as Trustee of the Natale Giorgi
9 Trust executed a Right-of-Way Grant. (*See* Ex. 6 [ROW Grant 87-005710] attached
10 hereto and incorporated herein by reference and hereby made a part of the record
11 hereof). Approximately one year later, a Correction Right-of-Way Grant was executed
12 between the same parties. (*See* Ex. 7 [Correction ROW Grant 88-013274] attached
13 hereto and incorporated herein by reference and hereby made a part of the record
14 hereof). These private contract easements allow the Pipeline to run through the south-
15 west section of the property.

16 52. In 1991, the property was purchased by Marvin and Paulette Teixeira for
17 the sum of \$1,300,000. 00. In 2003, the property was conveyed to J T Ranch L.P., a
18 California limited partnership, the general partner of which is MPT Enterprises, LLC, a
19 California limited liability corporation established and managed by Marvin and Paulette
20 Teixeira. Two years later, the property was conveyed from J T Ranch L.P. to its current
21 owner, JTMT, LLC, a California limited liability corporation established and managed
22 by Marvin and Paulette Teixeira for the purpose of ownership and management of the
23 property.

24 53. Plaintiff JTMT LLC is a bona fide purchaser of a property that was subject
25 to an existing easement at the time of its purchase. The easement contract to which its
26 property was subjected specified that it allowed only “one pipeline”, and Plaintiff JTMT
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1 LLC took the property for value without notice of any claim that the easement allowed
2 the installation of a second pipeline.

3 **Plaintiffs Mike and Denise McNutt**

4 54. Plaintiffs Mike and Denise McNutt are citizens of California and owners of
5 the property known as 50 Pine Canyon Rd, Santa Maria, California (“McNutt
6 Property”). The McNutt Property is burdened by an easement for the Pipeline.

7 55. In 1984, then-owners D. M. Wilson and Eleanor Wilson executed a Right-
8 of-Way Grant (*See* Ex. 8 [ROW Grant 84-062027] attached hereto and incorporated
9 herein by reference and hereby made a part of the record hereof). The private contract
10 easement allows the Pipeline to run through the north-west section of the property.

11 56. Twelve years later, Plaintiffs Mike and Denise McNutt purchased the
12 property for \$160,000. 00. Plaintiffs Mike and Denise McNutt are bona fide purchasers
13 of a property that was subject to an existing easement at the time of its purchase. The
14 easement contract to which their property is subjected specified that it allowed only
15 “one pipeline” and Plaintiffs Mike and Denise McNutt purchased their property for
16 value without notice of any claim that the easement allowed the installation of a second
17 pipeline.

18 **Defendants**

19 57. Defendant Plains All American Pipeline, L.P. is a limited partnership
20 formed in Delaware with its headquarters and principal place of business in Houston,
21 Texas. Under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §
22 1332(d)(10), Defendant Plains All American, an unincorporated association, is therefore
23 a citizen of Delaware and Texas.

24 58. Defendant Plains All American operates through or on behalf of: PAA GP
25 LLC, a limited liability company formed in Delaware with its headquarters and
26 principal place of business in Houston, Texas; Plains AAP, L.P. (“AAP”), a limited
27 partnership formed in Delaware with its headquarters and principal place of business in
28

1 Houston, Texas, that is the sole member of PAA GP LLC; Plains All American GP LLC
2 (“GP LLC”), a limited liability company formed in Delaware with its headquarters and
3 principal place of business in Houston, Texas; Plains GP Holdings, L.P. (“PAGP”), a
4 limited partnership formed in Delaware with its headquarters and principal place of
5 business in Houston, Texas, that is the sole member of GP LLC; and PAA GP Holdings
6 LLC, a limited liability company formed in Delaware with its headquarters in Houston,
7 Texas, that is the general partner of PAGP. As each of these entities are unincorporated
8 associations, pursuant to CAFA, 28 U.S.C. §1332(d)(10), they are each a citizen of
9 Delaware and Texas.

10 59. Defendant Plains Pipeline, L. P. is a limited partnership formed in Texas
11 with its headquarters and principal place of business in Houston, Texas. Defendant
12 Plains Pipeline is a subsidiary of Defendant Plains All American. Pursuant to CAFA, 28
13 U.S.C. §1332(d)(10), Defendant Plains Pipeline, an unincorporated association, is
14 therefore a citizen of Texas. Plains Pipeline, L.P. is operated by its general partner,
15 Plains GP, LLC, and its limited partner, Plains Marketing, L. P. Plains GP, LLC is a
16 Texas LLC with its headquarters and principal place of business in Texas. Plains
17 Marketing, L.P. is a Texas Limited Partnership with its headquarters and principal place
18 of business in Texas.

19 60. Defendants John Does 1 through 10, are Plains-related corporations or
20 partnerships, the names and addresses of which are currently unknown.

21 61. Defendants (collectively, “Plains”), have common proprietary interests,
22 ownership interests, or joint ventures with each other, are directly related to or are
23 affiliated with each other, and are involved with the ownership, operation, and
24 maintenance of the Pipeline.

25 **IV. JURISDICTION AND VENUE**

26 62. This Court has jurisdiction over this class action pursuant to CAFA, 28
27 U.S.C. §1332(d), because at least one class member is of diverse citizenship from one
28

1 defendant; there are more than 100 class members; and the aggregate amount in
2 controversy exceeds \$5 million, exclusive of interest and costs.

3 63. This Court also has jurisdiction over this individual action pursuant to 28
4 U.S.C. §1332(a) and (c), because the matter in controversy between Plaintiff Grey Fox
5 and Defendants exceeds the sum or value of \$75,000, exclusive of interest and costs,
6 and is between citizens of different States.

7 64. This Court has personal jurisdiction over Defendants because they are
8 registered to conduct business in California, have property interests in California, and
9 have sufficient minimum contacts with California.

10 65. Venue is proper in this District under 28 U.S.C. §1391 because a
11 substantial part of the events or omissions giving rise to the claims occurred and/or
12 emanated from this District, because a substantial part of the property involved is
13 situated in this District, and because Defendants have caused harm to Class members
14 residing in this District.

15 V. BACKGROUND FACTS

16 A. Easement Contracts Require Defendants To Maintain The Pipeline And Not 17 Interfere With Plaintiffs' Use And Enjoyment Of Their Land

18 66. The Pipeline was constructed in the late 1980s and went into crude oil
19 service in 1991. Prior to installation, Defendants' predecessor, Celeron Pipeline
20 Company of California, drafted easement contracts (or Right-Of-Way Grants) for each
21 of the properties through which the Pipeline would travel. Celeron and the property
22 owners executed the easement contracts (collectively, "Easements").

23 67. At the time the contracts were negotiated, Celeron and AAPC were owned
24 by Wingfoot, a wholly-owned subsidiary of Goodyear. In 1998, Plains Resources, Inc.
25 purchased all outstanding capital stock of AAPC and Celeron from Wingfoot, including
26 all assets, liabilities and results of operations. Plains Resources then created several
27

1 subsidiaries and partnerships to operate its new assets. Plains Pipeline, LP now owns
2 and operates Lines 901 and 903. Thus, Plains is the successor-in-interest of Celeron.

3 68. The Easements negotiated by Plains' predecessor Celeron, still in effect
4 today, are virtually identical in all respects that are material to this Complaint. Each of
5 the agreements states that it is for the use of "one pipeline," and expressly allows that
6 Plains shall use the easement for the "maintenance, repair, removal or replacement" of
7 that one Pipeline, or words to that effect.

8 69. In each easement contract, the grantor property owners granted the grantee
9 oil company a non-exclusive right-of-way and easement, with the right of ingress and
10 egress incidental thereto, to take certain actions related to *one* pipeline (e. g. , "to
11 survey, lay, maintain, operate, repair, replace, and remove one underground pipeline and
12 appurtenances thereto for the transportation of oil, gas, water and other substances"), on,
13 over, through, under and across a portion of the grantor's land. (*See* Ex. 1, El Rancho
14 Tajiguas Right-Of-Way, at p. 1.)

15 70. The grantor property owners did not convey any rights not contained in the
16 easements

17 71. In the approximately thirty years since the Easements were negotiated,
18 many of the properties changed ownership. In each instance, the purchasers acquired the
19 parcels subject to the Easements and without knowledge of Plains' claims that the
20 Easements allowed it to install a new pipeline that would subject each parcel to well
21 over a year of destruction, and other disruptions. Thus, the purchasing plaintiffs were
22 each bona fide purchasers of the subject properties.

23 72. Similarly, Defendants, who purchased all assets and liabilities of Celeron
24 and its All American Pipeline, are successors-in-interest to Celeron and thus subject to
25 the same obligations and responsibilities that existed when Celeron negotiated the
26 contracts, including the obligation to adequately maintain the Pipeline, and the
27

1 limitation to install and maintain only “one pipeline,” i. e. the existing Line 901 and
2 903.

3 73. The easement contracts provided a temporary construction easement of up
4 to 100 feet, each of which terminated when construction was completed. The permanent
5 easements then reverted to a width of just 25 feet, like the easement applicable to the
6 MAZ Properties. *Id.* Some of the contracts, including those held by Plaintiffs Mike and
7 Denise McNutt, provide permanent easements of up to 50 feet, but none are wider than
8 that. Twelve of the easement contracts, include temporary right of access along and
9 adjacent to the permanent easement as may be reasonable necessary for maintenance,
10 repair, removal, or replacement of the facilities (described as accessory structures used
11 during construction), like Plaintiff Tautrim. In addition, approximately 130 of the
12 existing subordinated parcels, including Plaintiff Live Oak Bazzi Ranch L.P., give
13 owners the right to require removal of the Pipeline at the end of its natural life.

14 74. Notably, however, not one of these agreements contemplates or allows the
15 construction of an entirely new separate Pipeline system, subject to jurisdiction of a
16 separate regulatory body. And not one of these agreements contemplates or allows the
17 extensive and intrusive construction Plan that, as Plains’ acknowledges in its permitting
18 application, is necessary in order to comply with current safety measures and standards
19 the government now requires in order to open the pipeline. Plaintiffs seek declaratory
20 and injunctive relief to clarify just that.

21 **B. Defendants Are Also Contractually Required To Indemnify And Hold**
22 **Plaintiffs Harmless For Any Claims Arising From The Spill Or The**
23 **Subsequent Remediation**

24 75. The spill also triggered certain contractual indemnity obligations under the
25 Easements. In each easement contract, the grantee oil company assumed all risks of and
26 agreed to indemnify and hold the grantor property owner harmless from and against all
27 claims and losses relating to the Pipeline, unless those claims or losses were a direct
28 result of the grantor property owner’s negligence. *Id.* at p. 2.)

1 76. Additionally, after the spill, Plaintiff Grey Fox and Plains entered into a
2 Temporary Property Access and Remediation Agreement, in which Plains further
3 agreed to protect, indemnify, defend, and hold Grey Fox harmless from and against any
4 and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens,
5 judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever
6 (including, without limitation, reasonable attorneys' and experts' fees) arising out of or
7 relating to any physical harm, physical or property damage or personal injury or death
8 caused by Plains' remediation work or the rupture and release of crude oil from the
9 Pipeline on Lot X. (See Ex. 9, Temporary Property Access and Remediation Agreement,
10 at ¶ 8.)

11 **C. The May 2015 Rupture of Defendants' Pipeline Spilled Toxic Crude Oil**
12 **Onto Grey Fox's Lot X, Onto The Beach, And Into The Pacific Ocean**

13 77. On the morning of May 19, 2015, at approximately 10:55 a. m. , the
14 Pipeline ruptured on Grey Fox's private property (Lot X) near Refugio State Beach,
15 spilling toxic oil onto the property, onto the coastal bluffs, onto the beach, and into the
16 Pacific Ocean.

17 78. As the crude oil poured out of the ruptured pipe, motorists on U.S. 101,
18 neighbors and beachgoers became overwhelmed by the stench of oil. At approximately
19 11:30 a. m. the Santa Barbara County Fire Department responded to reports of the
20 noxious odors and arrived to find oil flowing freely from the Pipeline, through a storm
21 drain under the transportation corridor containing U.S. 101 and railroad tracks operated
22 by Union Pacific, across the beach, and into the Pacific Ocean. Oil continued to spill
23 from the Pipeline until approximately 3 p. m.

24 79. Defendants did not promptly act to respond to signs of the Pipeline's
25 failure or notify relevant government agencies. As the two United States Senators from
26 California stated in a letter to Defendants, "we are concerned that Plains Pipeline may
27 not have detected this spill or reported it to federal officials as quickly as possible, and
28

1 that these delays could have exacerbated the extent of the damage to the environment.”
2 The senators called Defendants’ response “insufficient.”

3 80. Indeed, as reported by the Los Angeles Times, it appears that “chaos and
4 delay marked the initial hours after [the] pipeline burst.” According to Defendants’
5 response to the senators’ letter, Plains personnel were unable to timely notify federal
6 spill response officials or communicate with other Plains representatives due to in part
7 “distractions” at the spill site. Defendants’ on-site employee dispatched to respond to
8 the emergency was reduced to using a shovel to try to build a berm to contain the spill.

9 81. According to federal investigators, one of Plains’ representatives told
10 officials who first responded to reports of an oil spill that he did not think it came from
11 Line 901, which is on the opposite side of the interstate transportation corridor from the
12 ocean. In fact, it was several hours before Defendants officially notified local, state, or
13 federal spill response officials, even though Defendants’ representatives were
14 conducting a spill response drill nearby that very morning.

15 82. Witnesses who visited Refugio State Beach on the night of the spill
16 reported little or no response. Even the next day, as professional clean-up crews began
17 responding to the oil contaminating Refugio State Beach, the response efforts at other
18 nearby beaches were left to volunteers with little or no training or protective equipment,
19 some using nothing but shovels and five-gallon buckets in attempts to remove thousands
20 of gallons of crude oil from the sand and sea.

21 83. The delayed and inadequate response runs contrary to Defendants’ oil spill
22 response plan, which assured state regulators that a spill from Line 901 was “extremely
23 unlikely.” Defendants also assured regulators that it would take no longer than 15
24 minutes to discover and shut off the source of any spill. In fact, Defendants continued to
25 operate Line 901 for more than 30 minutes after it initially ruptured and waited hours
26 more before officially notifying federal responders of the rupture.

1 84. Indeed, a California jury unanimously found Plains guilty because it
2 “knowingly [sic] or reasonably should have known that its actions would cause the
3 discharge of oil into the waters of the State” a felony crime. Plains was also convicted of
4 eight criminal misdemeanors, including knowingly failing to follow a material provision
5 of an applicable oil contingency plan, and unlawfully discharging oil or waste to the
6 surface or subsurface waters or land by oil field operations, as well as several counts for
7 resulting death of marine life. *State of California v. Plains All American Pipeline, L. P.* ,
8 No. 1495091 (Cal. Super. Ct. Sept. 7, 2018).

9 85. The spill polluted Grey Fox’s Lot X and impaired the ability of all property
10 owners along the length of the Pipeline to use and enjoy their land. The oil spill also
11 presented a serious risk to human life. The Santa Barbara County Health Department
12 recommended that residents avoid all areas affected by the spill, but U.S. Route 101, a
13 major interstate highway, runs through and adjacent to the spill area. The County called
14 Refugio Beach a “Hazmat area.” The County also warned that direct contact with oil,
15 inhalation of fumes, or ingestion of contaminated fish or shellfish can cause skin
16 irritation, nausea, vomiting, and other illnesses.

17 86. Following the spill, the group Water Defense collected oil and water
18 samples to test for chemicals that could be harmful to the public. Although the Pipeline
19 had been approved to transport crude oil, the testing revealed that the Pipeline also
20 carried – and Line 901 spilled – toxic chemicals known to pose severe threats to human
21 health and marine life, including but not limited to, Ethylbenzene, Toluene, Xylene, and
22 Naphthalene. Those tests also confirmed the presence of Glutaraldehyde, a biocide used
23 in drilling, fracking, and acidizing injections.

24 87. Long term, the extent of the impact that occurred may be as-yet-unknown,
25 but it is no less certain. Even with the best spill response, toxic oil will remain in the
26 environment for a long time, continuing to harm the environment. Recently, five years
27 after the Deepwater Horizon oil spill in the Gulf of Mexico, officials assessing the
28

1 damage to that ecosystem said, “the environmental effects of this spill is likely to last
2 for generations.” This spill, too, may cause long-lasting environmental and economic
3 impacts.

4 88. The Santa Barbara News-Press reported that, as of late June 2015, the
5 “most tedious” portions of the clean-up area remained uncleaned, and cleanup costs had
6 exceeded \$92 million. By January 2016, only a small fraction of the oil – 14,267 gallons
7 of an oil/water mix – had been recovered, and more than 430 oiled birds and mammals
8 had been observed.

9 **D. The May 2015 Rupture Exposed The Dangerous Conditions Of The Entire**
10 **Pipeline**

11 **1. The Root Cause Of The Rupture Was External Corrosion**

12 89. On May 19, 2016, PHMSA issued its FIR regarding the Refugio Oil Spill
13 that identified external corrosion as the root cause of the Pipeline rupture.

14 90. The Pipeline is coated with coal tar urethane and covered with foam
15 insulation and a tape wrap over the insulation. Shrink wrap sleeves, which provide a
16 barrier between the steel pipeline and soil, are present at all of the pipe joints on Line
17 901 and multiple locations on Line 903. Both Lines carry low API gravity crude oil at a
18 temperature of approximately 135 degrees Fahrenheit.

19 91. After the rupture, a third party performed a metallurgical analysis and
20 concluded that the rupture “occurred at an area of external corrosion that ultimately
21 failed in ductile overload under the imposed operating pressure. The morphology of the
22 external corrosion observed on the pipe section is consistent with corrosion under
23 insulation facilitated by wet-dry cycling.” In other words, moisture is getting between
24 the pipe and insulation, the insulation does not allow the moisture to evaporate fast
25 enough, the pipe does not dry properly, the pipe corrodes from the outside, and the
26 corrosion materially compromises the integrity of the structure of the pipe, allowing for
27 a rupture.

1 92. Because of the external components of the Pipeline, Defendants should
2 have known that exterior corrosion was a risk and should have more competently
3 monitored and maintained it. Instead, Defendants created a dangerous situation that can
4 be made safe only by replacing the entire Pipeline. Unlike internal corrosion, external
5 corrosion cannot be repaired from the inside. An externally corroded pipe must be dug
6 up and replaced.

7 **2. The Entire Pipeline Is Riddled With Additional Anomalies**

8 93. The point-of-rupture is not the only corroded portion of the Pipeline. The
9 entire Pipeline is riddled with additional anomalies known to Plains, further threatening
10 another disaster comparable to or worse than the May 19, 2015 spill.

11 94. Plains' existing corrosion control system is not preventing external
12 corrosion of the pipe under the insulation, and the frequency and extent of corrosion
13 anomalies are only increasing.

14 95. In May 2016, the U.S. Department of Transportation Pipeline Hazardous
15 Materials Safety Administration issued its FIR ("Report") on the Pipeline. It found that
16 the proximate or direct cause of the Spill was external corrosion that this the Pipeline to
17 an unsustainable level.⁶ The Report details how the Pipeline (consisting of both Line
18 901 and Line 903) was severely corroded. PHMSA's Report shows that data from
19 Plains' "in-line inspections" of Line 901 "show a growing number of corrosion
20 anomalies on Line 901," increasing from 12 areas of metal loss of 40 to 59 percent to 80
21 such areas, 2 areas of metal loss of 60 to 79% to 12 such areas, and 0 areas of metal loss
22 greater than 80% to two such areas from 2007 to May 2015. *Id.* at 13. Because Line 903
23 has "similar corrosion characteristics," PHMSA shut down both lines.⁷

24 _____
25 ⁶See Report at p. 3; *available at* https://www.phmsa.dot.gov/sites/phmsa.dot.gov/files/docs/PHMSA_Failure_Investigation_Report_Plains_Pipeline_LP_Line_901_Public.pdf.

26
27 ⁷ See <https://www.reuters.com/article/plains-all-amer-pipeline-california-idUSL1N1382UV20151113>.

1 96. While these numbers are disturbing, they are also understated. The May
2 2015 survey, for instance, did not accurately report the full extent of external corrosion
3 in the area of the spill, and it did not accurately report the full extent of external
4 corrosion anomalies consistently compared to field measurements of all anomalies
5 investigated after the spill.

6 97. Defendants also failed to monitor and maintain the Pipeline's cathodic
7 protection system. Though the system is supposed to prevent or reduce corrosion even
8 when moisture makes it through to the Pipeline, it did not function correctly.

9 98. In 2003 PHMSA alerted pipeline owners and operators, including
10 Defendants, of stress corrosion cracking (SCC) as a potential risk and the assessment
11 and remediation measures that should be performed.

12 99. SCC or environmentally-assisted cracking can be induced on a pipeline
13 from the combined influence of tensile stress and a corrosive medium. SCC is
14 commonly associated with disbonded coatings. Disbonded coatings may prevent the
15 cathodic protection currently used for corrosion control from reaching the pipe surface
16 and allow an SCC-susceptible environment to form between the pipe and coating. Tape
17 coatings and shrink wrap sleeves are both susceptible to disbondment, which reduces
18 the efficacy of the cathodic protection system and may lead to corrosion and possibly
19 environmentally assisted cracking or SCC.

20 100. Although these types of coatings and sleeves are present on the Pipeline,
21 PHMSA's findings indicate that Plains did not factor in the insulation of the Pipeline
22 when determining the protection level supplied by its cathodic protection system.
23 Cathodic protection is required by Federal pipeline safety regulations to prevent external
24 corrosion of the Pipeline. Historical records, however, reveal that Defendants supplied a
25 cathodic protection level sufficient to protect non-insulated, coated steel pipe, but
26 insufficient to protect the Pipeline, which is insulated.

1 101. The May 2015 rupture and the resulting environmental disaster exposed the
2 dangerous condition of the entire Pipeline running through Plaintiffs' properties. It also
3 exposed Defendants' systemic failure to properly monitor and maintain the Pipeline.

4 102. The Pipeline, which transports crude with toxins (including unauthorized
5 toxins) under high pressure through private property and in close proximity to
6 residential areas and drinking water resources, was an immediate and ultrahazardous
7 risk and serious danger to Plaintiffs and putative class members. This hazardous activity
8 created a zone of danger to Plaintiffs.

9 103. The Pipeline was, and is, in an unsafe condition, as regulators have held.

10 104. After a one-year investigation, in May 2016, PHMSA issued its Failure
11 Investigation Report ("FIR"), which concluded that this external corrosion was the
12 direct or proximate cause of the Line 901, coupled with ineffective corrosion protection,
13 failure by Plains to detect or mitigate the corrosion, and Plains' failure to timely detect
14 and respond to the oil spill.

15 105. The corrective measures ultimately required as a result of PHMSA's
16 investigation include replacement of the Pipeline, improvements to Plains' IMP,
17 enhancements to leak detection and alarm systems, installation of safety valves and
18 pressure sensors. These features are unachievable with the existing Pipeline, and Plains
19 has acknowledged as much in its permitting proposal to abandon the existing interstate
20 Pipeline and construct an entirely new intrastate pipeline system, to be known as Line
21 901R and 903R.

22 **E. Defendants Cannot Repair and/or Restore The Pipeline Within The**
23 **Parameters Of The Easements**

24 106. The Easements held by Plains, do not allow, or even contemplate, the
25 installation of a second separate and brand-new pipeline system along the existing
26 easement corridor. The existing permanent easements do not provide the 100 to 190 feet
27 (or more) that Plains requires during construction and related primary and secondary
28

1 staging areas. Indeed, many of the easements do not even offer the 50 ft corridor that
2 Plains wishes to maintain.

3 107. For example, when Defendants attempted to restore the ruptured section on
4 Lot X, they discovered that they needed access to more of Grey Fox's property than is
5 prescribed in the easement. Plains and Grey Fox then had to negotiate a Temporary
6 Property Access and Remediation Agreement to allow Plains greater access than
7 prescribed in the easement. (*See* Ex. 9, Temporary Property Access and Remediation
8 Agreement.)

9 108. The Easements limit Defendants' access along the entire Pipeline. As the
10 easement owner, Defendants have no right to use any more than the prescribed amount
11 of land to repair and/or restore the Pipeline.

12 109. Any additional access creates a new burden on Plaintiffs' servient tenement
13 or materially increases the existing burden. Neither is allowed without Plaintiffs'
14 consent or an easement acquired through eminent domain. If Defendants were allowed
15 to expand the Easements' scope unilaterally, Defendants would be impermissibly taking
16 Plaintiffs' property without compensation.

17 110. Moreover, *none* of the easements provide for the installation of a second
18 pipeline system in the existing easement. Rather, this new system requires an entirely
19 new set of easement contracts or amendments, to reflect the new burden placed on the
20 existing pipeline corridor and the impact on the remainder of each parcel of Property.

21 111. Nor do the Easements contemplate or allow the additional burden of the
22 three-year, 6 to 7 days per week, 13-24 hour per day, multi-phase construction project
23 necessary to install a second pipeline. Plaintiffs, and the class whom they seek to
24 represent, are entitled to control activities that impact their properties, and to receive
25 adequate compensation for the violent disruption to their ownership rights Plains seeks
26 to impose.

1 112. Therefore, while Defendants have a right to maintain a safe Pipeline within
2 the scope of the existing Easements, they have no right to use their original decision to
3 negotiate, and pay for, a limited easement or their failure to maintain the Pipeline as an
4 excuse to exceed that scope without proper compensation. Nor can Plains render the
5 Easements a nuisance to or destructive of Plaintiffs' land. Since the Easements have
6 been finally established, Defendants cannot exceed the scope of the Easements without
7 compensation for the burden, risks and harm of doing so.

8 **F. Defendants Have A Long History Of Recklessly Avoiding Safety**

9 113. Threats to the Gaviota Coast and Santa Barbara's environment and
10 economy from oil development, production and operations are not new. In 1969, a
11 blowout at Union Oil's off-shore drill rig sent millions of gallons of oil into the waters
12 and onto the beaches of Santa Barbara County. The blowout killed thousands of birds,
13 dolphins, fish, and other marine life. The litigation that followed effectively led to the
14 birth of the environmental movement and legislation to protect the environment, the
15 public and private property owners from oil and gas operations on and off shore.

16 114. Despite that disaster, the oil industry has only continued to grow in and
17 around Santa Barbara County. Today, however, governments and some companies have
18 taken significant steps to make the production and transportation of crude oil safer and
19 more reliable. Defendants, on the other hand, are notable for their track record of doing
20 otherwise.

21 115. Automatic shut-off valves are one such safety feature others have adopted
22 but Defendants have refused to install. This refusal by Defendants to follow standard
23 safety protocols directly contradicts their own published pipeline safety protocol, which
24 provides "that Plains All American Pipeline is committed to designing, constructing,
25 operating, and maintaining its pipelines in a safe and reliable manner that will meet or
26 exceed minimum safety standards. ..."

1 116. Consequently, the existing Pipeline is likely the only pipeline system in the
2 area that was capable of failing and discharging hundreds of thousands of gallons of oil
3 without warning.

4 **G. The May 2015 Rupture Could Have Been Averted Had Defendants**
5 **Adequately Installed And Maintained The Pipeline, Making It Less**
6 **Susceptible To Corrosion And Rupture**

7 117. Regular monitoring and maintenance of pipelines is a crucial step that
8 owners of pipelines must take in order to avoid exactly the disaster that occurred.
9 Regular monitoring and maintenance is also what the property owners expected when
10 they entered into the Easements, or purchased properties subject to the Easements.

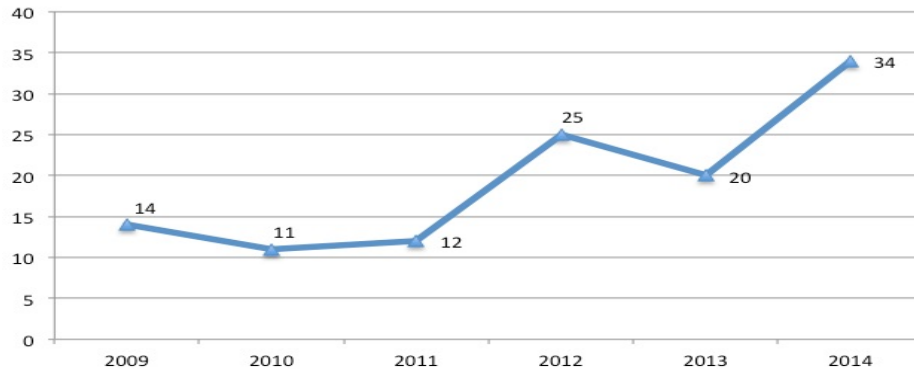
11 118. Defendants failed to provide regular maintenance and failed to detect and
12 repair the corrosion that was eating away at the steel walls of the Pipeline. Defendants,
13 instead, wantonly disregarded the health and safety of the public and environment by
14 operating the Pipeline when they knew it was corroded and did not have proper safety
15 systems in place.

16 **H. Defendants' Lax Safety Standards On The Pipeline Are Not Isolated**
17 **Incidents**

18 119. The lax safety standards on the Pipeline were not isolated incidents for
19 Defendants. Since 2006 Plains has been cited for more than 175 violations of safety
20 requirements, causing nearly \$24 million in property damage. Eleven of those incidents
21 were in California. Plains is one of the top four most-cited pipeline operators in the
22 country.

23 120. Even more alarming is that, according to federal statistics analyzed by the
24 website The Smart Pig Blog, the “number of incidents on crude oil pipelines operated
25 by [Plains] . . . is increasing faster than the national average,” by about 14%. The
26 rapidly rising increase in incidents for pipelines operated by Plains is as shown in this
27 chart:

**Plains Pipeline L.P. (Operator I. D. #300)
Crude Oil Pipeline Incidents**



121. In 2014, for example, a pipeline owned and operated by Defendants ruptured in a Los Angeles neighborhood, covering streets, cars, houses, and businesses in oil. The cause: a poorly maintained pipeline. A few years ago, another poorly maintained Plains pipeline ruptured and sent oil into a drinking water reservoir for the residents of Los Angeles.

122. In 2010, pursuant to a Consent Decree filed by the U.S. EPA following numerous alleged violations of the Clean Water Act by Defendants in several states, Defendants represented that they would update their procedures such that “[i]f there is an unexplained increase in delivery flow-rate with corresponding decrease in pressure – [Plains would] SHUTDOWN the affected line segment.”

123. As part of the settlement of the EPA actions, Defendants paid a \$3.25 million penalty for 10 spills between June 2004 and September 2007 that discharged a total of roughly 273,420 gallons of crude oil into navigable waters or adjoining shorelines in Texas, Louisiana, Oklahoma, and Kansas.

124. Plains itself recently acknowledged in a disclosure report to the U.S. Securities and Exchange Commission that it has “experienced (*and likely will experience future*) releases of hydrocarbon products into the environment from our pipeline . . . operations” that “may reach surface water bodies.” (Emphasis added).

1 125. Indeed, less than two months after the rupture of Line 901, more than 4,000
2 gallons of oil spilled from a pump station on Defendants' Capwood Pipeline in Illinois,
3 contaminating a nearby creek.

4 126. Nor has Plains' safety record improved since the Refugio Oil Spill. Just last
5 year, Plains admitted responsibility for another large oil spill from one of its lines.
6 Nearly 19,000 gallons of crude oil cascaded out of one of Plains' pipeline in Oklahoma,
7 with internal corrosion listed as the likely cause.⁸ In Oklahoma alone, Plains has
8 experienced more than 25 pipeline incidents since 2006, with 14 leaks attributed to
9 corrosion.⁹

10 **I. Defendants Are On Formal Notice By PHMSA For Probable Violations Of**
11 **Federal Regulations, And Have Been Issued A Compliance Order**

12 127. On August 19-22, 2013, September 16-19, 2013, and September 30-
13 October 4, 2013, a PHMSA representative inspected Lines 901 and Line 903. Following
14 those field inspections, PHMSA requested additional documentation and information
15 pertaining to the Pipeline. This information was provided through June 2014.

16 128. On September 11, 2015 PHMSA issued a formal notice of probable
17 violation and compliance order (the "Notice") against Defendants in light of its long-
18 standing investigation.

19 129. In its Notice to Defendants, PHMSA stated that "as a result of the
20 inspection, it appears that you have committed probable violations of the Pipeline Safety
21 Regulations, Title 49, Code of Federal Regulations These findings and probable
22 violations were determined prior to the May 19, 2015 crude oil spill in Santa Barbara
23 County, California."

24 130. The Notice identifies six probable violations:

25 _____
26 ⁸ See <https://kfor.com/2017/04/24/pipeline-leaks-18000-gallons-of-crude-oil-onto-kingfisher-co-farmland/>.

27 ⁹ See <http://www.okenergytoday.com/2017/04/plains-american-pipeline-continues-oil-spill-cleanup-kingfisher-county/>.

1 i. Failure to maintain adequate documentation of pressure tests as part
2 of its baseline assessment plan for its seven breakout tanks at Pentland Station in
3 Kern County, California and failure to present any evidence of past pressure tests
4 performed on the breakout tanks to inspection teams. While some evidence of
5 testing from 1995 was ultimately presented, these did not confirm that the tests
6 were performed in compliance with regulations;

7 ii. Failure to maintain adequate documentation of its preventative and
8 mitigative evaluations prior to the 2013 calendar year for at least two different
9 pipeline segments, and later stating that these records could not be found;

10 iii. Failure to adequately document consideration of preventive and
11 mitigative measures nor explain why implementation of said measures were not
12 executed in “High Consequence Areas”;

13 iv. Failure to present adequate documentation of its annual review of
14 Plains’ emergency response training program, resulting in an inability to
15 demonstrate an adequate review of training program objectives or the decision-
16 making process for changes made to emergency response programs;

17 v. Failure to present adequate documentation to demonstrate that
18 supervisors maintained a thorough knowledge of the portions of the emergency
19 response procedure for which they are responsible and for which it is their job to
20 ensure compliance;

21 vi. Failure to maintain sufficient records to demonstrate that contractors
22 met the required qualifications.

23 131. In addition to the above probable violations, PHMSA also cited three
24 additional areas of safety concern:

25 i. Failure to fully discuss or document how tool tolerance was
26 addressed or how measured anomalies that deviated significantly from the size
27 predicted by the tool were addressed;

1 ii. Incomplete documentation of Management of Change for pressure
2 reduction;

3 iii. Failure to comply with its responsibility to educate emergency
4 response officials as part of its Public Awareness Program.

5 132. As a result of these findings, PHMSA issued a Proposed Compliance Order
6 demanding that Defendants take action to remediate the above probable violations and
7 safety concerns.¹⁰

8 133. Later that same day, the Associated Press reported on the Notice and
9 Proposed Compliance Order, quoting Robert Bea, a civil engineering professor at
10 University of California, Berkeley. Professor Bea, a former oil executive who has
11 studied numerous spills, stated that, “In all the documentation I have reviewed
12 concerning the pipeline, I have never seen evidence of any advanced risk assessment
13 and management processes being used by Plains.”

14 134. The Associated Press further reported that Professor Bea said the latest
15 action by regulators speak to a weak corporate culture of safety and inadequate efforts to
16 assess risk and prevent spills.

17 135. In short, Plains operates pipelines that routinely and foreseeably fail. The
18 communities through which it transports oil suffer the consequences.

19
20
21
22 ¹⁰ On November 12, 2015, PHMSA issued an amendment to the corrective action order.
23 See *In the Matter of Plains Pipeline, LP, Respondent*, CPF No. 5-2015-5011H,
24 Amendment No. 2 To the Corrective Action Order, *available at* [https://primis.phmsa.
25 dot.
26 gov/comm/reports/enforce/documents/520155011H/520155011H_Amendment%20No.
27 %20202%20Corrective%20Action%20Order_11122015_text.pdf](https://primis.phmsa.gov/comm/reports/enforce/documents/520155011H/520155011H_Amendment%20No.%20202%20Corrective%20Action%20Order_11122015_text.pdf). That order explains
28 that, contrary to common practice in the pipeline industry, Plains did not provide data
 from its field surveys of Line 901 to its in-line inspection vendor, and that based on
 PHMSA’s investigation of Line 903 “it does not appear that Plains has an effective
 corrosion control program[.]”

1 136. More recently, and as set forth above, on February 17, 2016, PHMSA
2 issued Preliminary Findings on the May 19, 2015 Pipeline rupture. The agency found
3 that:

4 i. The Pipeline failed at an approximate pressure of 750 psig (pounds
5 per square inch gauge) which is only 56% of the Maximum Operating Pressure;

6 ii. The May 6, 2015 In Line Inspection survey did not accurately size
7 the amount of external corrosion in the area of the release;

8 iii. The In Line Inspection survey did not size corrosion anomalies
9 consistently compared to field measurements of all anomalies investigated after
10 the May 19th spill;

11 iv. Plains' existing corrosion control system is not preventing external
12 corrosion of the pipe under insulation.

13 137. The PHMSA investigation is continuing, with particular focus on
14 metallurgical report review; the third-party root cause failure analysis; third-party
15 analysis of the In Line Investigation surveys; complete analysis of the Plains control
16 room including Controller actions; complete review and analysis of Plains' IMP; review
17 of the adequacy of the placement and closure requirements of valves; need for
18 additional pressure/flow monitoring devices; and investigation of the Plains Facility
19 Response Plan.

20 138. Defendants have profited from their blatant negligence and failure to
21 comply with local, state, and federal safety requirements and guidelines, and their
22 decision not to maintain and replace the Pipeline demonstrates Defendants' willingness
23 to prioritize profits of over public safety.

24 139. Defendants knew of the extremely high risk of catastrophic injury inherent
25 in the transportation of oil through the Pipeline. Notwithstanding, Defendants took
26 insufficient steps to engage in necessary monitoring and maintenance activities so as to
27 prevent the rupture and protect Plaintiffs. Indeed, Defendants actively avoided taking
28

1 action to protect Plaintiffs from known risks the Pipeline presented before the rupture.
2 Defendants demonstrated a callous and reckless disregard for human life, health, and
3 safety by operating the Pipeline without proper monitoring, maintenance and without
4 proper safety equipment.

5 140. This disregard for human life and safety is part of a pattern and practice
6 that Defendants have demonstrated across the country. Defendants have acted with such
7 indifference to the consequences of their misconduct, with such recklessness, and as
8 part of a well-established pattern, as to be willful, malicious, and oppressive, and in
9 disregard of the rights of the Plaintiffs, thereby meriting an award of punitive or
10 exemplary damages against Defendants.

11 VI. CLASS ACTION ALLEGATIONS

12 141. Plaintiffs bring claims pursuant to Federal Rule of Civil Procedure 23 on
13 behalf of classes of similarly situated persons, which they initially propose be defined as
14 follows:

15 All persons and entities who currently own real property subject to an
16 easement, specifying “one pipeline,” for the pipeline known as Plains All
17 American Pipeline, Lines 901 and 903.

18 Plaintiffs reserve the right to propose subclasses of Plaintiffs in connection with their
19 Motion for Class Certification, and as determined by the Court in its discretion.

20 142. **Numerosity:** The members of the Class are so numerous that joinder of all
21 members is impractical. The exact number of class members is unknown at this time by
22 Plaintiffs, but the approximate size of the class is more than one hundred and is known
23 by Plains.

24 143. **Commonality:** All members of the Class own real property subject to
25 easements related to the existing Pipeline, Lines 901 and 903 (“Easements”). Each of
26 them will be impacted by the construction of the new Pipeline, Lines 901R and Line
27 903R. None of the Easements can be used for the construction and permanent
28

1 maintenance of the new Pipeline. Nor can the Easements be used to accommodate the
2 intrusive and extensive construction necessary to install and maintain any Pipeline that
3 would meet the existing safety and regulatory requirements. Thus, common questions of
4 law and fact predominate over any questions affecting only individual members of the
5 Class.

6 144. Plains violated its obligations to each of the property owners. Rather than
7 meet its obligations, Plains failed to properly maintain the Pipeline, failed to timely act
8 on independent third-party monitoring of the Pipeline’s corrosion levels, and failed to
9 timely make the repairs and/or restoration needed to sustain the reasonably expected
10 lifespan of the Pipeline, rendering it increasingly unsafe and more hazardous. Had
11 Plains not violated its obligations, it would not be trying to install a second pipeline in
12 the easement.

13 145. The claims of the Plaintiffs and class members arise from common facts
14 relevant to each class member, and each member of the designated class sues under
15 common legal theories. Common issues of law or fact of the class include, but are not
16 limited to:

- 17 i. Whether the existing Easements, referring to “one pipeline,” allow
18 the construction of a new intrastate Pipeline;
- 19 ii. Whether the construction of a new intrastate Pipeline constitutes a
20 new “taking,” that is not included in the rights bestowed by the existing
21 Easements to “survey, lay, maintain, operate, repair, replace and remove” “one
22 pipeline,” i. e. the Pipeline already installed in the existing Right of Way;
- 23 iii. Whether Defendants are barred from utilizing the existing permanent
24 Easements for the construction and maintenance of their new intrastate Pipeline,
25 Line 901R and 903R;

1 iv. Whether Defendants are required to obtain new permanent
2 easements, and provide adequate compensation for the new intrastate Pipeline,
3 Line 901R and 903R;

4 v. Whether the construction necessary to install the proposed pipeline
5 constitutes an overburdening of the Easements;

6 vi. Whether Defendants failed to properly monitor and maintain the
7 Pipeline;

8 vii. Whether the Defendants failed to properly monitor and maintain the
9 Pipeline in a safe condition;

10 viii. Whether Defendants maintained and operated the Pipeline in an
11 unsafe condition;

12 ix. Whether Defendants breached their duties and obligations pursuant
13 to the Pipeline easements;

14 x. Whether Defendants breached their obligation to properly monitor
15 and maintain the Pipeline in a safe condition;

16 xi. Whether Defendants' failure to operate and maintain the Pipeline
17 unreasonably affected Plaintiffs and the Class Members;

18 xii. Whether Defendants used the Easements unreasonably;

19 xiii. Whether the improperly maintained Pipeline caused damage to
20 Plaintiffs' and Class Members' properties;

21 xiv. Whether the improperly maintained Pipeline was a nuisance;

22 xv. Whether attempts to replace the Pipeline will be a nuisance or
23 otherwise exceeds the permissible use of the easements;

24 xvi. Whether Defendants should be required to pay class-wide damages
25 for nuisance;

26 xvii. Whether Defendants should be required to pay class-wide damages
27 for breach of the Easement contracts.

1 146. Each of the Plaintiffs and Class Members have the same, uniform
2 contractual and implied right to fully use and enjoy their property. The Pipeline operates
3 as one unit along each easement holders' land. The use of the Easements is uniform to
4 all Plaintiffs and Class Members because the Pipeline is one pipeline. The pipeline
5 functions and is operated by Defendants as one continuous unit along Plaintiffs'
6 properties. The Pipeline operates as a whole, for a single purpose, and is one petroleum
7 transmission system, pumping crude oil throughout and physically touching Plaintiffs'
8 real properties.

9 147. Plaintiffs' property rights are fundamental and specifically articulated in
10 the language of a written easement. This Easements' language is consistent with the
11 common law duties in California, directing that the holder of the easement rights cannot
12 unreasonably interfere with the servient easement holder's property, preventing the
13 servient easement holder from the right to fully use and enjoy his or her property.

14 148. **Typicality:** The representative Plaintiffs' claims are typical of the claims
15 of the members of the Class. Plaintiffs and all the members of the Class have been
16 injured by the same wrongful acts and omissions of Defendants. Plaintiffs' claims arise
17 from the same practices and course of conduct that give rise to the claims of the
18 members of the Class and are based on the same legal theories. There is common
19 liability and a common wrongful conduct by the Defendants applicable to all class
20 members. Further, the defenses interposed by the Defendants are expected to be
21 common toward the class members.

22 149. **Adequacy of Representation:** Plaintiffs are representatives who will fully
23 and adequately assert and protect the interests of the Class and have retained class
24 counsel who are experienced and qualified in prosecuting class actions. Neither
25 Plaintiffs nor their attorneys have any interests contrary to or in conflict with the Class.

26 150. The proposed class representatives will fairly and adequately represent the
27 interests of the class members because the class members have similar easements
28

1 allowing for reasonable use and operation of the Pipeline. Plains has operated and
2 maintained the Pipeline in a defective, unsafe manner and pursuant to a common course
3 of corporate policy, pattern, practice, and conduct. The class representatives bring this
4 lawsuit for the benefit of affected class members.

5 151. Moreover, the class representatives have retained counsel to represent
6 themselves and class members who have extensive experience representing parties and
7 class actions involving, mass torts and property claims, and who have knowledge and
8 experience of the law and claims presented in this lawsuit and the nature of Rule 23, as
9 a procedural mechanism to bring a lawsuit to decide a common liability for and bring
10 relief for a group of affected persons.

11 152. **Ascertainability:** The number and identity of class members can be easily
12 ascertained. Every property owner with an easement for the Pipeline is aware of the
13 easement and is correspondingly aware of the heightened threat of additional harm to
14 them as a result of Plains' conduct. Moreover, since Plains presumably maintains files
15 of its easement contracts with each member of the Class, Plains will have the exact
16 number of class members and will be able to identify each class member. In addition,
17 each easement is recorded in the records of Santa Barbara County, Kern County or San
18 Luis Obispo County.

19 153. **Rule 23(b)(1)(A).** This lawsuit should be certified as a class action because
20 individually affected members who prosecute separate actions would cause multiplicity
21 of litigation, there could be risk of inconsistent findings on the same set of operative
22 facts of liability, there could be inconsistent and varying adjudications with respect to
23 individual class members that could establish incompatible standards of conduct for the
24 Defendants, and individual adjudications would as a practical matter affect the interests
25 and rights of individual persons not made a party to this lawsuit.

1 154. **Rule 23(b)(2).** Defendants have acted or refused to act on grounds that
2 apply generally to the proposed Class, making final declaratory or injunctive relief
3 appropriate with respect to the proposed Class as a whole.

4 155. **Rule 23(b)(3).** Common questions of law and fact predominate over any
5 questions affecting only individual Class members and a class action is superior to
6 individual litigation. The amount of damages available to individual plaintiffs are
7 insufficient to make litigation addressing Defendants’ conduct economically feasible in
8 the absence of the class action procedure. Individualized litigation also presents a
9 potential for inconsistent or contradictory judgments and increases the delay and
10 expense to all parties and the court system presented by the legal and factual issues of
11 the case. By contrast, the class action device presents far fewer case management
12 difficulties and provides the benefits of a single adjudication, economy of scale, and
13 comprehensive supervision by a single court.

14 156. **Rule 23(c)(4).** The claims of Class members are composed of particular
15 issues that are common to all Class members and capable of class wide resolution that
16 will significantly advance the litigation.

17 **VII. CAUSES OF ACTION**

18 **First Claim for Relief: Declaratory Relief Limiting Easement to “One Pipeline”**

19 *All Plaintiffs and Class Members against All Defendants*

20 157. Plaintiffs incorporate by reference each and every prior and subsequent
21 allegation of this Complaint as if fully restated here.

22 158. As alleged herein, Plaintiffs and Defendants have written contracts for
23 easements (Right-of-Way Grants) related to “one pipeline” (the “Easements”).

24 159. Plaintiffs contend that the Easements’ terms, properly interpreted, only
25 allow Plains’ to put into the easement one pipeline and that one pipeline, the existing
26 Line 901 and 903, was installed more than thirty years ago, and that Plains cannot install
27

1 its contemplated pipeline without an adequate easement acquired either through
2 consensual negotiations or, if Plains is so entitled, eminent domain.

3 160. Plaintiffs further contend that nothing in the easements provided notice of
4 Plains' claim that those agreements entitled it to install another pipeline in the easement
5 or to impose on the landowners the significant burdens associated with constructing and
6 installing a new pipeline, and that Plaintiffs who are bona fide purchasers purchased
7 without notice of those claims.

8 161. Defendants, as confirmed through their application for a new permit,
9 contend that their ability under the Easements to "repair" or "replace" the one pipeline
10 entitles them to install an entirely new pipeline system.

11 162. Defendants are currently pursuing the regulatory process to get the
12 necessary approvals to perform this work, thereby demonstrating their present intent to
13 install a second pipeline in the Easements. The regulatory approval process does not
14 consider whether Defendants have any rights to perform this work under the existing
15 Easements.

16 163. Plaintiffs further contend, and Defendants implicitly acknowledge, the
17 existing Pipeline is now beyond the end of its useful life and cannot be utilized to safely
18 transport oil or meet the safety and other regulatory guidelines currently required;

19 164. Plaintiffs furthermore contend that Defendants have breached the contracts
20 by their failure to maintain, repair and/or restore the Pipeline.

21 165. Plaintiffs moreover contend that Defendants cannot replace, or adequately
22 repair and/or restore the Pipeline within the terms of the existing Easements.

23 166. Plaintiffs additionally contend that the easements do not permit Defendants
24 access to the Plaintiffs' properties beyond the terms of the Easements.

25 167. Plaintiffs desire and seek a judicial determination of the scope of
26 Defendants' permissible rights under the easement contracts as related to Defendants
27 intention to install the new pipeline system. An actual and justiciable controversy exists
28

1 between Plaintiffs and Plains concerning the status and scope of the contracts, given
2 Defendants' stated plans to replace the Pipeline.

3 168. Plaintiffs desire and seek a judicial determination of their rights and duties
4 and a declaration that use of the Easement is limited to one pipeline and that the
5 easement's scope does not allow Defendants to install their new pipeline system.

6 169. A judicial declaration is necessary and appropriate at this time under the
7 circumstances in order that Plaintiffs and Defendants may ascertain their rights and
8 duties under the Easements. As between the Plaintiffs and Defendants, as well as their
9 successors-in-interest, a judicial declaration will establish the extent to which the
10 Easements may be used.

11 170. Because Defendants have no right under the Easements to install a second
12 pipeline, an injunction prohibiting such conduct until Plains obtains the required
13 easements in exchange for appropriate compensation is proper ancillary relief.

14 **Second Claim for Relief: Declaratory Relief for Overburdening**

15 ***All Plaintiffs and Class Members against All Defendants***

16 171. Plaintiffs incorporate by reference each and every prior and subsequent
17 allegation of this Complaint as if fully restated here.

18 172. As confirmed by their application for a new permit, Defendants contend
19 that the existing Easements entitle them to perform a second massive construction
20 project to install an entirely new pipeline.

21 173. Defendants are currently pursuing the regulatory process to get the
22 necessary approvals to perform this work, thereby demonstrating their present intent to
23 perform the described work. The regulatory approval process does not consider whether
24 Defendants have any right to perform this work under the existing Easements.

25 174. Plaintiffs contend that the work required to construct and install a new
26 pipeline, to the extent not otherwise prohibited, overburdens and otherwise exceeds the
27 allowed uses of the Easements and is therefore not permissible.

1 175. A judicial declaration is necessary and appropriate at this time under the
2 circumstances in order that Plaintiffs and Defendants may ascertain their rights and
3 duties under the Easements. As between the Plaintiffs and Defendants, as well as their
4 successors-in-interest, a judicial declaration will establish the extent to which the
5 Easements may be used.

6 176. Because Defendants have no right to overburden the Easements by
7 constructing and installing a new pipeline, an injunction prohibiting such conduct until
8 Plains obtains the required easements in exchange for appropriate compensation is
9 proper ancillary relief.

10 **Third Claim for Relief: Injunctive Relief**

11 ***All Plaintiffs and Class Members against All Defendants***

12 177. Plaintiffs incorporate by reference each and every prior and subsequent
13 allegation of this Complaint as if fully restated here.

14 178. Defendants have no right under the easements to install a second pipeline
15 or to overburden the Easements as contemplated in Defendants' permit application.
16 Therefore, an injunction until Plains obtains the required easement in exchange for
17 appropriate compensation is proper.

18 179. Furthermore, unless and until enjoined and restrained by order of this
19 Court, Defendants' use of the Easements as alleged above will cause great and
20 irreparable injury to the Plaintiffs in that the material increase of the burden on their
21 Properties, for the three year construction Defendants intend, as well as the on-going
22 burden of the additional continued maintenance of the new intrastate Pipeline, Line
23 901R and 903R, will prevent the Plaintiffs from the peaceful use and enjoyment of their
24 Properties and will further result in damage and injury to Plaintiffs and the subject
25 Properties.

26 180. Plaintiffs have no adequate remedy at law for the Defendants' actions.
27 Monetary compensation will not abate the Defendants' conduct resulting in the material
28

1 overburdening of the Easements. Additionally, absent injunctive relief, Plaintiffs would
2 be required to commence multiple actions to abate Defendants’ conduct when such
3 conduct resulted in a material overburdening of the Easements.

4 **Fourth Claim for Relief: Breach of Written Easement Contract**

5 ***All Plaintiffs and Class Members against All Defendants***

6 181. Plaintiffs incorporate by reference each and every prior and subsequent
7 allegation of this Complaint as if fully restated here.

8 182. As alleged herein, Plaintiffs and Defendants have written contracts under
9 which Plaintiffs granted Defendants an easement over Plaintiffs’ land for Defendants to
10 “maintain, operate, repair, replace, and remove” the Pipeline.

11 183. The easement contracts for all Plaintiffs and putative class members
12 contain similar material language regarding the purpose of the easement.

13 184. The easement contracts create duties on the part of Defendants to install,
14 repair, monitor, maintain, operate, remove, or replace the Pipeline so as not to
15 unreasonably interfere with the property owners’ right to fully use and enjoy their
16 properties.

17 185. Defendants failed to adequately install, repair, maintain, operate, remove,
18 or replace the Pipeline, but rather Defendants left the Pipeline in disrepair,
19 unmaintained, unsafe, and in need of repair and/or restoration.

20 186. Defendants permanently suppressed and concealed from Plaintiffs and
21 putative class members that the Pipeline was in disrepair, unmaintained, unsafe, and in
22 need of repair and/or restoration. Despite having knowledge that the Pipeline was in
23 disrepair, unmaintained, unsafe, and in need of repair and/or restoration, Defendants
24 knowingly transported hazardous materials (including unauthorized toxins) at a high
25 volume through the Pipeline.

26 187. Defendants’ Pipeline interfered with and continues to interfere with
27 Plaintiffs’ rights to fully use and enjoy their properties.

1 188. The breach of the Easements resulted from a predominating course of
2 corporate policy, pattern, practice, and conduct involving pipeline inspection,
3 maintenance, operation, evaluation, and analysis by Defendants.

4 189. Defendants' failure to install, repair, maintain, operate, remove, and replace
5 the Pipeline is a material breach of the Easements, for the Plaintiffs and the putative
6 class members located along the Pipeline.

7 190. As a direct result of these failures, the existing Pipeline is inoperable and
8 Defendants must now replace the entire Pipeline with a new separate intrastate pipeline,
9 requiring extensive and intrusive construction that will severely impact Plaintiffs and
10 deprive them of use and enjoyment of the subject properties for a period of three years
11 or more.

12 191. Defendants' material breach of the contractual Easements has deprived
13 Plaintiffs and class members of their benefit of the bargain and their rights under the
14 easements to fully use and enjoy their real properties.

15 192. Plaintiffs have performed all conditions, covenants, and promises required
16 by them on their part to be performed in accordance with the terms and conditions of the
17 contracts, except for those they were prevented from performing or which were waived
18 or excused by Defendants' misconduct.

19 193. As a proximate result of Defendants' breach of contract, Plaintiffs are
20 entitled to receive adequate compensation for the additional burden on their land as a
21 result of the construction and on-going presence and safe operation of the second
22 Pipeline, and damages for Defendants' breach of contract, in an amount to be proved at
23 trial.

24 **Fifth Claim for Relief: Negligent Misrepresentation**

25 ***All Plaintiffs and Class Members against All Defendants***

26 194. Plaintiffs incorporate by reference each and every prior and subsequent
27 allegation of this Complaint as if fully restated here.
28

1 195. As alleged herein, Defendants' predecessors-in-interest represented to
2 Plaintiffs or their predecessors-in-interest that once installed, the Pipeline would be
3 properly monitored and maintained, and could be repaired, maintained, operated,
4 removed, and replaced within the parameters of the rights-of-way provided in the
5 easements.

6 196. Defendants, as successors-in-interest of the original easement holders, are
7 responsible for these misrepresentations to the same extent as their predecessors.

8 197. When Defendants, or their successors-in-interest made these representations,
9 they had no reasonable ground for believing them to be true.

10 198. Defendants made these representations with the intention of inducing
11 Plaintiffs to act in reliance on these representations and grant Defendants the easements
12 over their properties.

13 199. The representations made by Defendants were in fact false. The true facts
14 were that Defendants were not going to properly maintain the Pipeline and Defendants
15 could not maintain, repair, remove, or replace the Pipeline within the parameters of the
16 easements.

17 200. Plaintiffs, at the time these representations were made by Defendants and at
18 the time Plaintiffs granted Defendants the easements over their properties, were ignorant
19 of the falsity of Defendants' representations and believed them to be true. In reliance on
20 these representations, Plaintiffs were induced to and did grant Defendants the
21 Easements over their properties. Had Plaintiffs known the actual facts, they would not
22 have taken such action. Plaintiffs' reliance on Defendants' representations was
23 reasonable and justified.

24 201. To the extent they did not personally negotiate the Easements, each
25 Plaintiff purchased the property as a bona fide purchaser, and was entitled to and did
26 rely on Defendants representations that they would safely operate and maintain the
27 Pipeline in good repair.

1 202. As a proximate result of Defendants’ conduct, Plaintiffs granted
2 Defendants Easements over Plaintiffs’ properties for Defendants to repair, maintain,
3 operate, remove, and replace the Pipeline, Defendants failed to properly monitor and
4 maintain the Pipeline, the Pipeline became a dangerous hazard to health and the
5 environment until it was shut down, and remains inoperable. Defendants can no longer
6 repair, maintain, operate, remove, or replace the Pipeline within the parameters of the
7 easements. Plaintiffs have been damaged in an amount to be proved at trial.

8 **Sixth Claim for Relief: Negligence**

9 ***All Plaintiffs and Class Members against All Defendants***

10 203. Plaintiffs incorporate by reference each and every prior and subsequent
11 allegation of this Complaint as if fully restated here.

12 204. Defendants owed a duty to Plaintiffs to exercise reasonable and ordinary
13 care. That duty arose under the easement contracts and property law generally, as well
14 as from, among other things, federal, state, and local laws, ordinances, and regulations
15 that require Defendants to comply with all applicable safety standards, including
16 without limitation, the Pipeline Safety Act (“PSA”), 49 U.S.C. §60101, *et seq.* , the
17 Lempert-Keene Act, Government Code Section 8670, *et seq.* , the Porter-Cologne Act,
18 Water Code Sections 13000, *et seq.* , Cal. Fish & Game Code Section 5650, *et seq.* , the
19 Federal Clean Water Act, 33 U.S.C. §1251 *et seq.* , Santa Barbara County Code,
20 Chapter 25, §§25-7(g) and 25-37, and state and federal spill response and notification
21 laws.

22 205. A special relationship exists between Defendants and Plaintiffs as a result
23 of Defendants’ transportation of hazardous materials through Plaintiffs’ properties, and
24 Defendants’ responsibility to properly maintain the Pipeline through which those
25 hazardous materials move. Defendants had a duty to maintain, repair and/or restore the
26 Pipeline that would have avoided unnecessary injury to Plaintiffs’ property or that
27 would have avoided subjecting those properties to a second intrusive construction
28

1 project. The construction of the Pipeline was intended to, and did, affect Plaintiffs.
2 Failure to maintain, repair and/or restore the Pipeline was a clearly foreseeable harm to
3 Plaintiffs' property. Plaintiffs have suffered physical injury to and interference with
4 their properties, as well as economic harm as a result of Defendants' failure to maintain
5 the Pipeline. Defendants' conduct is a direct and proximate cause of the injury suffered.
6 Given the toxic nature of the substances in the Pipeline, Defendants' track record of
7 repeated violations of pipeline safety regulation, and the clear warning signs that the
8 Pipeline required repair and/or restoration, there is a sound policy and moral reasons for
9 holding Defendants accountable for their failure to maintain the Pipeline in a timely
10 manner.

11 206. As set forth herein, Defendants breached their duty to Plaintiffs by, among
12 other things, failing to detect and repair the corrosion, anomalies, leaks, and potential
13 rupture points along the entire length of the Pipeline and failing to install, operate,
14 monitor, maintain, repair and/or restore the Pipeline in a reasonable manner consistent
15 with all applicable safety standards.

16 207. Defendants, in the exercise of reasonable care, should have known that the
17 Pipeline could corrode and degrade and that it could leak, fail, rupture, and spill
18 significant amounts of hazardous materials. Defendants have acknowledged that spills
19 have occurred on their pipelines in the past and will occur, and have in fact occurred,
20 again. Yet, Defendants have a history of failing to take reasonable, commonsense steps
21 to monitor, detect and repair the corrosion and other anomalies known to exist in its
22 Pipeline facilities. Defendants' conduct, or lack thereof, increases the risk of ruptures
23 and catastrophic spills and unnecessarily threatens lives and property.

24 208. In addition, Defendants' violations of the statutes, ordinances, and
25 regulations cited herein resulted in precisely the harm to Plaintiffs that the laws were
26 designed to prevent, and Plaintiffs are members of the class of persons for whose
27 protection those laws were adopted.

1 209. At all times herein mentioned, Defendants negligently, wantonly,
2 carelessly and/or recklessly maintained and operated the Pipeline.

3 210. As a direct and proximate result of Defendants' negligence, Plaintiffs have
4 suffered and will continue to suffer physical injury to and interference with their
5 properties, as well as economic harm and other damages, including but not limited to
6 the loss of use and enjoyment of Plaintiffs' properties; the loss of profits due to failed
7 real property marketing and sales to buyers who, but for the Pipeline, would have
8 purchased Plaintiffs' properties; and the diminished value of Plaintiffs' properties and
9 future lost profits due to the Pipeline and the May 2015 rupture, which has and will
10 continue to drive down the value and desirability of Plaintiffs' properties.

11 211. As described herein, the acts and omissions of Defendants were done with
12 oppression, fraud, and/or malice, thereby justifying an award of punitive damages in
13 accordance with proof at trial.

14 **Seventh Claim for Relief: Violations of California's Unfair Competition Law**
15 **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**

16 ***All Plaintiffs and Class Members against All Defendants***

17 212. Plaintiffs incorporate by reference each and every prior and subsequent
18 allegation of this Complaint as if fully restated here.

19 213. Defendants have engaged in and continue to engage in unfair competition
20 in violation of California's Unfair Competition Law ("UCL").

21 214. In the Easements, Defendants represented that (1) they would install,
22 operate, repair, and maintain the Pipeline in a manner that would meet all applicable
23 safety standards and (2) they would have the capability, whenever necessary, to operate,
24 maintain, repair and/or restore the Pipeline within the parameters of the easement.

25 215. No Plaintiff, and no reasonable property owner, would have granted an
26 easement knowing the Pipeline was not going to be maintained in a reasonable manner
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1 consistent with all applicable safety standards and/or that the operator of the Pipeline
2 lacked the capability to do so within the parameters of the easement.

3 216. Moreover, it is axiomatic that in order to maintain and operate the Pipeline,
4 Defendants must comply with all applicable safety standards, including the Pipeline
5 Safety Act (“PSA”). These standards are mandatory, and a pipeline may be legally
6 operated only if the standards’ express terms have been met. Accordingly, an easement
7 which grants the right to operate a pipeline must, if the easement is not to be wholly
8 illusory, imply the right to operate the pipeline in a reasonable manner and in
9 accordance with applicable laws and regulations.

10 217. As set forth herein, Defendants have failed to install, operate, monitor,
11 maintain, repair and/or restore the Pipeline in a reasonable manner that meets all
12 applicable safety standards, and they have admitted, in the Temporary Property Access
13 and Remediation Agreement with Grey Fox, that they do not have the capability to
14 install, operate, repair, maintain, remove and replace the Pipeline within the parameters
15 of the Easements.

16 218. Each Plaintiff relied on Plains’ representations in deciding to grant the
17 Easements. Each Plaintiff was induced to grant and did grant the Easements due to the
18 false and misleading representation and would not have granted Defendants an easement
19 absent Defendants’ representations, which were reasonably relied upon.

20 219. To the extent they did not personally negotiate the Easements, each
21 Plaintiff purchased the property as a bona fide purchaser, and was entitled to and did
22 rely on Defendants representations that they would safely operate and maintain the
23 Pipeline in good repair.

24 220. In granting the Easements to Defendants, each Plaintiff gave up certain
25 rights in their properties in exchange for certain amounts of consideration.

26 221. Defendants’ conduct constitutes “fraudulent” business practices within the
27 meaning of UCL in that Defendants have all but ignored the maintenance of the Pipeline
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1 as evidenced by the degradation and failure of the Pipeline. Defendants' conduct
2 amounts to "unfair" business practices because the negative consequences of
3 Defendants' failure to maintain the Pipeline far exceed the cost of actual compliance.
4 Defendants' conduct is "unlawful" because it violated laws including but not limited to
5 the PSA (which includes the Natural Gas Pipeline Safety Act of 1968, the Federal
6 Pipeline Safety Act of 1979, the Pipeline Inspection, Protection, Enforcement and
7 Safety Act of 2006, and the Pipeline Safety, Regulatory Certainty, and Job Creation Act
8 of 2011), and all related regulations that set minimum safety standards for the design,
9 installation, inspection, emergency plans and procedures, testing, extension,
10 construction, operation, replacement and maintenance of pipeline facilities.

11 222. Plaintiffs' right to have their properties free from unlawful encroachments
12 must be protected. In order to continue to operate the Pipeline, Defendants must operate,
13 maintain, repair and/or restore the Pipeline as the Easements contemplate, and comply
14 with all safety regulations.

15 223. Defendants presently cannot legally operate the existing Pipeline in
16 compliance with all regulations. Defendants also cannot adequately repair and/or restore
17 the Pipeline within the parameters of the Easements and without encroaching unlawfully
18 on Plaintiffs' properties beyond the scope of the existing Easements. Plaintiffs must obtain
19 easements that provide the additional access necessary and provide adequate
20 compensation to Plaintiffs for the access and the additional burden imposed on their
21 properties.

22 224. As a proximate result of Defendants' unfair, fraudulent, and unlawful
23 methods of competition, Plaintiffs have been harmed.

24 225. As a further proximate result of Defendants' unfair, fraudulent, and
25 unlawful methods of competition, Plaintiffs suffered a loss of property when they
26 granted Defendants the Easements. Defendants should be required to make appropriate
27 restitution payments to Plaintiffs.

1 **Eighth Claim for Relief: Breach of Implied Covenant of Good Faith & Fair**
2 **Dealing**

3 ***All Plaintiffs and Class Members against All Defendants***

4 226. Plaintiffs incorporate by reference each and every prior and subsequent
5 allegation of this Complaint as if fully restated here.

6 227. As alleged herein, Plaintiffs have private easement contracts with
7 Defendants.

8 228. There is implied in all of the agreements between Plaintiffs and Defendants
9 a covenant of good faith and fair dealing whereby Defendants impliedly covenanted that
10 they would act in good faith and in the exercise of fair dealing, deal with Plaintiffs fairly
11 and honestly and do nothing to impair, interfere with, hinder, or potentially injure
12 Plaintiffs' rights.

13 229. As alleged herein, Defendants breached the covenant and frustrated
14 Plaintiffs' enjoyment of their contractual rights. Defendants' acts include but are not
15 limited to:

- 16 i. Disregarding their duty under the Easements to adequately monitor,
17 repair, maintain, operate, remove, and replace the Pipeline;
- 18 ii. Operating an unsafe Pipeline through Plaintiffs' properties;
- 19 iii. Impairing, interfering with, hindering, and injuring Plaintiffs' rights;
- 20 iv. Promoting a predominating course of corporate policy, pattern,
21 practice, and conduct involving grossly negligent pipeline inspection,
22 maintenance, operation, evaluation, and analysis;
- 23 v. Exposing Plaintiffs and class members to the unsafe Pipeline;
- 24 vi. Depriving Plaintiffs and class members of their reasonable right to
25 fully use and enjoy their real property;
- 26 vii. Using the Pipeline to carry toxic chemicals, other than crude oil,
27 known to pose severe threats to human health;

1 viii. Using the Pipeline to carry toxic chemicals that are associated with
2 fracking – which is a procedure not known to exist at the time the property
3 owners agreed to the easements, was not an intended risk assumed by the
4 property owners, was not accounted for as part of the consideration exchanged,
5 and was beyond the scope of the Easements.

6 ix. Failing to comply with industry rules and policies pertaining to the
7 maintenance, inspection, and integrity management of hazardous liquid pipelines;

8 x. Evading the spirit of the bargain made with Plaintiffs;

9 xi. Otherwise failing to do everything the Easements presupposed the
10 Defendants would do to accomplish their purpose.

11 230. Plaintiffs have performed all conditions, covenants and promises required
12 by them on their part to be performed in accordance with the terms and conditions of the
13 easement contracts, except for those they were prevented from performing or which
14 were waived or excused by Defendants’ misconduct.

15 231. As a proximate result of Defendants’ acts, Plaintiffs and class members are
16 entitled to repair and/or restoration of the unsafe Pipeline, adequate compensation for
17 the additional burden on their land needed to repair and/or restore the Pipeline, and
18 damages for Defendants’ material breach of contract, in an amount to be proved at trial.

19 **Ninth Claim for Relief: Permanent Nuisance**

20 ***All Plaintiffs and Class Members against All Defendants***

21 232. Plaintiffs incorporate by reference each and every prior and subsequent
22 allegation of this Complaint as if fully restated here.

23 233. Defendants’ Pipeline, because of the hazards it has created, is a nuisance.
24 At all times herein mentioned, Defendants have failed to properly install, maintain,
25 repair and/or restore the Pipeline, creating an unsafe, ultrahazardous Pipeline that is
26 extremely dangerous to Plaintiffs’ health, indecent and offensive to Plaintiffs’ senses, an
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1 obstruction to the reasonable use of Plaintiffs' property, and interferes with the
2 comfortable enjoyment of Plaintiffs' life and property.

3 234. Defendants' conduct has caused the Pipeline to corrode, rupture, damage
4 the environment, and threaten the people and properties near it. The hazardous
5 conditions are not limited to the area immediately surrounding the May 2015 rupture on
6 El Rancho Tajiguas Lot X. The Pipeline, along its entire length, is riddled with
7 corrosion, other known anomalies, leaks, and potential rupture points, all of which are
8 harmful to both human health and the environment and interfere with Plaintiffs'
9 comfortable use and enjoyment of their real properties.

10 235. Property owners with land subject to Easements along the Pipeline have
11 suffered real damage because the unsafe Pipeline runs through and under their
12 properties. The corroded Pipeline, its defective insulation, and the residual hazardous
13 materials left behind on Plaintiffs' properties have resulted in physical injury to the
14 properties and have damaged and unreasonably interfered with the properties of all
15 Plaintiffs along the entire length of the Pipeline.

16 236. Defendants were, at all relevant times, in sufficient control of the Pipeline
17 to have known of the hazards. Defendants knew or should have known that their
18 operation of the Pipeline would have, and did, cause the hazards, including catastrophic
19 failures due to corrosion, anomalies, leaks, and releases of hazardous materials.

20 237. Despite knowledge and forewarning, Defendants failed to take reasonable
21 steps to prevent the catastrophic failure of the Pipeline due to corrosion, anomalies,
22 leaks, and releases of hazardous materials.

23 238. Plaintiffs did not consent to the ongoing damage to the use and enjoyment
24 of their properties as a result of Defendants' actions and inactions.

25 239. As a direct and proximate cause, Defendants' acts and omissions have
26 caused substantial actual damage and immediate and ongoing diminution of the value of
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1 Plaintiffs' real properties, as well as the loss of use and enjoyment of their properties, in
2 amounts to be determined at trial.

3 240. The nuisance caused by Defendants' conduct is permanent, and the health,
4 well-being, and comfortable enjoyment of life and property of Plaintiffs, Plaintiffs'
5 families and the surrounding community have suffered irreparable damage.

6 241. Plaintiffs have no plain, speedy, or adequate remedy at law, and injunctive
7 relief is warranted. A preliminary injunction should therefore be issued, to ensure that
8 the new Pipeline operates within the parameters of all applicable safety standards
9 required by law or regulatory authority, before transporting any hazardous materials
10 over or through Plaintiffs' properties; and to provide appropriate compensation to
11 Plaintiffs for the additional risk of continued use of the pipeline, as well as the burden
12 and access needed to complete the construction and maintenance process necessary to
13 ensure current and ongoing safety requirements are met.

14 **Tenth Claim for Relief: Threatened Nuisance**

15 ***All Plaintiffs and Class Members against All Defendants***

16 242. Plaintiffs incorporate by reference each and every prior and subsequent
17 allegation of this Complaint as if fully restated here.

18 243. Although Defendants do not intend, and cannot, operate the existing
19 Pipeline, they plan to install a second Pipeline, Lines 901R and 903R, under a new
20 regulatory system and subject to new safety and maintenance requirements.

21 244. Yet, as explained herein, the Easements do not provide sufficient access to
22 complete the necessary work, and any such work will necessarily burden Plaintiffs'
23 properties unreasonably beyond the parameters of the existing Easements and create an
24 additional nuisance and trespass.

25 245. The necessary work will also cause noise, vibration, dust and the release of
26 noxious and malodorous gases, fumes, and other contaminants to further pollute the
27 land and air in the vicinity of and over Plaintiffs' properties.

1 246. The construction, maintenance and on-going presence of the second
2 Pipeline will result in interference with Plaintiffs' comfortable enjoyment of life and
3 property and injury to the health of Plaintiffs and their families.

4 247. Plaintiffs have no adequate remedy at law for the threatened nuisances in
5 that the threatened contamination and pollution will cause significant health hazards to
6 Plaintiffs and their families, and the threatened interference with their property rights
7 will cause additional burdens to be placed on their properties beyond the scope of their
8 current Easements. It will be impossible for Plaintiffs to determine the precise amount
9 of damage which they will suffer if Defendants' threatened conduct is not restrained.

10 248. Unless Defendants are enjoined, Plaintiffs will suffer irreparable injury in
11 that their health will be compromised, the usefulness and economic value of their
12 properties will be substantially diminished, and they will be deprived of the reasonable
13 and comfortable enjoyment of their properties.

14 249. An injunction should therefore be issued, prohibiting Defendants from
15 attempting to utilize the existing Easements for the construction and maintenance of
16 new Lines 901R and 903R, and requiring them to provide appropriate compensation to
17 Plaintiffs for the additional property rights and ongoing risk, burden and access needed
18 to complete the process and consistently maintain the Pipeline in a sound matter.

19 **Eleventh Claim for Relief: Trespass**

20 ***Plaintiff Grey Fox against All Defendants***

21 250. Plaintiff Grey Fox incorporates by reference each and every prior and
22 subsequent allegation of this Complaint as if fully restated here.

23 251. Plaintiff Grey Fox has a real property interest in Lot X. Defendants
24 discharged a polluting matter which invaded Lot X and caused harm. Plaintiff Grey Fox
25 seeks its damages for which it was not compensated pursuant to the Temporary Property
26 Access and Remediation Agreement.

1 252. By discharging polluting matter, Defendants entered, invaded, and intruded
2 on the real property of Plaintiff Grey Fox without privilege, permission, invitation, or
3 justification.

4 253. Defendants had a duty to use reasonable care not to enter, intrude on, or
5 invade Plaintiff's real property. Defendants also owed a duty to Plaintiff Grey Fox to
6 exercise reasonable care in the manufacture, installation, maintenance, and operation of
7 the Pipeline.

8 254. Defendants had a heightened duty of care to Plaintiff Grey Fox because of
9 the great danger associated with transporting oil through Plaintiff's property and so near
10 to pristine coastal areas.

11 255. Defendants breached the duty they owed to Plaintiff Grey Fox when they
12 failed to exercise reasonable care in the construction, installation, monitoring,
13 maintenance, and operation of the Pipeline, which conduct resulted in entry, intrusion or
14 invasion on Plaintiff's real property.

15 256. Defendants knew or should have known that their conduct would
16 foreseeably result in a disastrous oil spill, causing damage to Plaintiff's property.

17 257. As a direct and proximate result of Defendants' trespass, Plaintiff Grey Fox
18 has suffered legal injury and damages, in an amount to be proven at trial, including, but
19 not limited to, property damage, diminution of value of real estate, loss of income, and
20 other economic loss.

21 258. As described herein, the acts and omissions of Defendants were done with
22 oppression, fraud, and/or malice, thereby justifying an award of punitive damages in
23 accordance with proof at trial.

24 **Twelfth Claim for Relief: Strict Liability for Ultrahazardous Activities**

25 ***Plaintiff Grey Fox against All Defendants***

26 259. Plaintiff Grey Fox incorporates by reference each and every prior and
27 subsequent allegation of this Complaint as if fully restated here.

1 260. At all times herein, Defendants owned and operated the Pipeline.

2 261. At all times relevant to this action, Defendants had supervision, custody,
3 and control of the Pipeline.

4 262. At all times herein, Defendants were under a continuing duty to protect
5 Plaintiff Grey Fox from the harm caused by the Pipeline.

6 263. Defendants were engaged in ultrahazardous activities by transporting
7 flammable, hazardous, and toxic oil through the Pipeline.

8 264. Plaintiff Grey Fox has suffered harm from the discharge of toxic oil and
9 other hazardous materials from the Pipeline.

10 265. The injuries sustained by Plaintiff Grey Fox as a result of the oil spill were
11 the direct and proximate result of Defendants' activities and/or inactions.

12 266. The harm to Plaintiff Grey Fox was and is the kind of harm that would be
13 reasonably anticipated as a result of the risks created by transporting flammable,
14 hazardous, and toxic oil and other hazardous materials in the Pipeline and not properly
15 maintaining the Pipeline.

16 267. Defendants' operation of the Pipeline and its failure was a substantial
17 factor in causing the harms suffered by Plaintiff Grey Fox.

18 268. Due to Defendants' strict liability, Plaintiff Grey Fox is entitled to recover
19 actual damages.

20 269. As described herein, the acts and omissions of Defendants were done with
21 oppression, fraud, and/or malice, thereby justifying an award of punitive damages in
22 accordance with proof at trial.

23 **Thirteenth Claim for Relief: Negligence**

24 ***Plaintiffs Grey Fox and Bean Blossom, against All Defendants***

25 270. Plaintiffs Grey Fox and Bean Blossom incorporate by reference each and
26 every prior and subsequent allegation of this Complaint as if fully restated here.

1 271. Lot X, owned by Plaintiff Grey Fox has been listed for sale and actively
2 marketed for more than one year. Lot H, owned by Bean Blossom has been listed for
3 sale and actively marketed since the oil spill occurred. Both remain unsold as the result
4 of stigma associated with the oil spill.

5 272. Defendants owed a duty to Plaintiffs Grey Fox and Bean Blossom to
6 exercise reasonable and ordinary care. That duty arose under the easement contract and
7 property law generally, as well as from, among other things, federal, state, and local
8 laws, ordinances, and regulations that require Defendants to comply with all applicable
9 safety standards, including without limitation, the Pipeline Safety Act (“PSA”), 49
10 U.S.C. §60101, *et seq.*, the Lempert-Keene Act, Government Code Section 8670, *et*
11 *seq.*, the Porter-Cologne Act, Water Code Sections 13000, *et seq.*, Cal. Fish & Game
12 Code Section 5650, *et seq.*, the Federal Clean Water Act, 33 U.S.C. §1251 *et seq.*,
13 Santa Barbara County Code, Chapter 25, §§25-7(g) and 25-37, and state and federal
14 spill response and notification laws.

15 273. A special relationship exists between Defendants and Plaintiffs Grey Fox
16 and Bean Blossom as a result of the failure of Defendants’ Pipeline in the immediate
17 vicinity of their properties. Defendants had a duty to operate the Pipeline in a manner
18 that would have avoided unnecessary injury to Plaintiff’s property values from the spill
19 of oil and other toxic chemicals on and near their properties, as well as the resulting
20 noise, vibration, dust and the release of noxious and malodorous gases, fumes, and other
21 contaminants that further polluted the land and air in the vicinity of, under and over
22 Plaintiff’s properties following the spill. Failure to maintain, repair and/or restore the
23 Pipeline was a clearly foreseeable harm to these Plaintiffs’ properties. Plaintiffs have
24 suffered physical injury to and interference with their properties, as well as economic
25 harm as a result of Defendants’ failure to maintain the Pipeline and prevent the spill.
26 Defendants’ conduct is a direct and proximate cause of the injury suffered. Given the
27 toxic nature of the substances in the Pipeline, Defendants’ track record of repeated
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1 violations of pipeline safety regulation, and the clear warning signs that the Pipeline
2 required repair and/or restoration, there is a sound policy and moral reasons for holding
3 Defendants accountable for their failure to maintain, repair and/or restore the Pipeline.

4 274. As set forth herein, Defendants breached their duty to Plaintiffs Grey Fox
5 and Bean Blossom by, among other things, failing to detect and repair the corrosion,
6 anomalies, leaks, and potential rupture points, by failing to install, operate, monitor,
7 maintain, repair and/or restore the Pipeline in a reasonable manner consistent with all
8 applicable safety standards, and by failing to respond adequately and promptly to the
9 spill.

10 275. Defendants, in the exercise of reasonable care, should have known that the
11 Pipeline could corrode and degrade and that it could leak, fail, rupture, and spill
12 significant amounts of hazardous materials. Defendants have acknowledged that spills
13 have occurred on their pipelines in the past and will occur, and have in fact occurred,
14 again. Yet, Defendants have a history of failing to take reasonable, commonsense steps
15 to monitor, detect and repair the corrosion and other anomalies known to exist in its
16 Pipeline facilities. Defendants' conduct, or lack thereof, increases the risk of ruptures
17 and catastrophic spills and unnecessarily threatens lives and property.

18 276. In addition, Defendants' violations of the statutes, ordinances, and
19 regulations cited herein resulted in precisely the harm to Plaintiffs that the laws were
20 designed to prevent, and Plaintiff is among those for whom the laws were adopted to
21 protect.

22 277. At all times herein mentioned, Defendants negligently, wantonly,
23 carelessly and/or recklessly maintained and operated the Pipeline.

24 278. As a direct and proximate result of Defendants' negligence, Plaintiffs Grey
25 Fox and Bean Blossom suffered and will continue to suffer physical injury to and
26 interference with their properties, economic harm and other damages, including but not
27 limited to the loss of use and enjoyment of Plaintiffs' properties; the loss of profits due
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1 to failed real property marketing and sales to buyers who, but for the Pipeline, would
2 have purchased Plaintiffs' properties; and the diminished value of Plaintiffs' properties
3 and future lost profits due to the taboo associated with the Pipeline and the May, 2015
4 rupture, which has and will continue to drive down the value and desirability of
5 Plaintiffs' properties.

6 279. As described herein, the acts and omissions of Defendants were committed
7 with oppression, fraud, and/or malice, thereby justifying an award of punitive damages
8 in accordance with proof at trial.

9 **Fourteenth Claim for Relief: Breach of Contract**

10 ***Plaintiff Grey Fox against Defendant Plains Pipeline, LP***

11 280. Plaintiff Grey Fox incorporates by reference each and every prior and
12 subsequent allegation of this Complaint as if fully restated here.

13 281. Plaintiff Grey Fox and Defendant Plains Pipeline, LP are parties to a
14 contract entered into after the spill, the Temporary Property Access and Remediation
15 Agreement, which obligates Plains to pay a Use Fee in the amount of \$5,500 per day for
16 use of the Grey Fox property, and separately to protect Grey Fox against, among other
17 things any and all damages, losses, costs or expenses whatsoever, including attorneys'
18 fees and experts' fees arising out of any physical or property damage.

19 282. Plaintiff Grey Fox has performed all conditions, covenants, and promises
20 required by it on its part to be performed in accordance with the terms and conditions of
21 the contract, except for those they were prevented from performing or which were
22 waived or excused by Defendant's misconduct.

23 283. Defendant Plains materially breached the contract by refusing to pay for
24 Use Fees owed and refusing to pay fees and costs owed arising out of damage to the
25 property.

26 284. As a result of Defendant's breach, Plaintiff Grey Fox has incurred damages
27 in the amount of \$137,500 in unpaid Use Fees, and \$221,666. 74 in fees and costs
28

1 incurred as a result of damage to the property. Plaintiff Grey Fox believes there are and
2 will be additional fees and expenses owed in an amount to be proved at trial.

3 **Fifteenth Claim for Relief: Declaratory Judgment**

4 ***All Plaintiffs and Class Members against All Defendants***

5 285. Plaintiffs incorporate by reference each and every prior and subsequent
6 allegation of this Complaint as if fully restated here.

7 286. The Easements state¹¹ that the right-of-way grants “automatically end and
8 terminate” in the event that Grantee or its successors in interest “fail to ... operate and
9 maintain [the] pipeline” for certain periods of time ranging between one and five years.

10 287. As described in paragraph 7, Defendants assumed or otherwise acquired all
11 duties under the Easements (and are subject to all elements of those agreements) by
12 owning and utilizing the pipeline and Easements, and as successors in interest.

13 288. Easements created by such contracts, and Defendants’ rights under those
14 contracts, all terminate if Defendants fail either to operate or maintain the pipeline for
15 the relevant number of years.

16 289. As a result of Defendants’ failure to maintain and operate the pipeline, the
17 Easements have been extinguished (or will imminently be extinguished, mostly likely in
18 or around May 2020).

19 290. Independently, under California and other relevant law, Defendants have a
20 duty to maintain the pipeline, the Easements, and the improvements on them (within
21 their control), and particularly to do so to the extent necessary to prevent unreasonable
22 interference with the enjoyment of the class properties. *See, e.g.*, Restatement (Third) of
23 Property (Servitudes) § 4.13.

24
25
26 ¹¹ To the best of Plaintiffs’ knowledge, at least three dozen existing easement contracts
27 related to lines 901 and 903, covering more than 75 properties, contain the language
28 described above (or similar language).

1 291. As described in paragraphs 1, 10, 11, 13, 27, 92, 97, 101, and 164,
2 Defendants failed to maintain the pipeline for years prior to the 2015 oil spill (and have
3 not adequately repaired or maintained it since the spill).

4 292. As described in paragraphs 12, 17, 18, and 163, Defendants' pipeline is at
5 the end of its useful life, is not operating, and cannot transport oil safely.

6 293. As described in paragraph 164, these failures caused a material breach of
7 the terms of the Easements.

8 294. This conduct is sufficient to evidence Defendants' intent to relinquish,
9 abandon, or cease using the Easements, meaning that they have abandoned the
10 Easements or otherwise relinquished or lost their rights to utilize them.

11 295. As described in paragraphs 167 and 169, a justiciable controversy exists
12 between Plaintiffs and Defendants surrounding Defendants' rights to utilize the
13 Easements.

14 296. Plaintiffs desire and seek a judicial declaration that the Easements and/or
15 Defendants' rights under them have been extinguished, no longer exist, and/or may not
16 be exercised.

17 **VIII. REQUEST FOR RELIEF**

18 Plaintiffs, individually and on behalf of all others similarly situated, request
19 judgment against Defendants, and each of them, as follows:

20 A. For an order certifying the Class, appointing Plaintiffs as representatives of
21 the Class, and appointing the lawyers and law firms representing Plaintiffs as counsel
22 for the Class;

23 B. For declaratory and injunctive relief;

24 C. For compensatory damages sustained by Plaintiffs and the Class;

25 D. For treble damages insofar as they are allowed by applicable laws;

26 E. For appropriate individual relief;

27 F. For costs and expenses;

1 G. For both pre-judgment and post-judgment interest on any amounts
2 awarded;

3 H. For payment of attorney fees and expert fees as may be allowable under
4 applicable law;

5 I. For exemplary and punitive damages;

6 J. For such other and further relief, including declaratory relief, as the Court
7 may deem just and proper.

8 **IX. DEMAND FOR JURY TRIAL**

9 Plaintiffs hereby demand a trial by jury on all issues so triable.

10 Dated: April 7, 2020

11 Respectfully submitted,

12 CAPPELLO & NOËL LLP

13 By: /s/ A. Barry Cappello

14 A. Barry Cappello

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*Attorneys for Individual and
Representative Plaintiffs*

EXHIBIT 1

#1580

H.C. MENZEL CLERK RECORDER

SANTA BARBARA CO. CA.

1986-045016

1986 JUL 23 PM 12: 16

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
ALL AMERICAN PIPELINE COMPANY
1321 STINE ROAD, SUITE B-1
BAKERSFIELD, CALIFORNIA 93309
ATTN: RIGHT-OF-WAY DEPARTMENT

DOCUMENTARY TRANSFER TAXS. 255.00 UN
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining thereon at time of sale.

Robert J. Stralder
Signature of declarant or agent determining tax - firm name

7

1	7/23/86	9.00	RE
2	7/23/86	1.00	RE
3	7/23/86	7.00	AJ
30	7/23/86	54.00	UN

R-05/22/86
Tract No. OSB-007/009.01-PN
County of Santa Barbara
State of California
Draft No. 0636

RIGHT-OF-WAY GRANT

For and in consideration of the sum of FIFTY THOUSAND
20 UN Dollars (\$50,000.00) and other good and
valuable consideration, to the undersigned the receipt and sufficiency of which is
hereby acknowledged, Grantor herein, hereby grants unto CELERON PIPELINE COMPANY OF
CALIFORNIA, a Delaware corporation, whose address is 1321 Stine Road, Suite B-1,
Bakersfield, California, 93309, Grantee herein, its successors and assigns, a
non-exclusive right-of-way and easement, with the right of ingress and egress
incidental thereto,

1) to survey, lay, maintain, operate, repair, replace, and remove one
underground pipeline and appurtenances thereto for the transportation of oil, gas,
water and other substances, including but not limited to devices for controlling
electrolysis for use in connection with said pipeline, and to lay, construct,
maintain, operate, repair, replace, alter and remove underground telephone and power
lines and appurtenances thereto, and,

2) to survey, lay, maintain, operate, repair, replace, and remove an underground
communications cable, associated equipment and appurtenances thereto for
telecommunications transmissions, including but not limited to voice, data, and
information transmissions,

on, over, through, under and across a portion of that certain parcel of land situated
in the unincorporated area of the County of Santa Barbara, State of
California, described as follows:

Reference Exhibit "B" attached hereto and made a part hereof.

This right of way and easement shall have a temporary width as necessary to
construct the pipeline but not to exceed one hundred (100) feet which width shall
revert to a permanent width of twenty-five (25) feet six months after commencement of
construction of the pipeline. The Centerline of the Permanent Right-of-Way and
Easement herein granted is more particularly described by "Exhibit A" attached hereto
and made a part hereof.

Grantee shall, at the time of construction, bury the pipeline, communications
cable and all of the facilities placed in said easement to a depth of at least thirty
six (36) inches below the surface of the ground, except that where solid rock is
encountered Grantee shall bury the pipeline and communications cable to a depth of at
least twenty four (24) inches below the surface. Grantee shall pay for all damages to
growing crops, trees, fences, timber and any improvements on said land which may be
caused by the exercise of the rights granted hereunder, provided that after the
pipeline has been constructed, Grantee shall not be liable for damages caused by
keeping the right of way area clear of trees, undergrowth, brush and obstructions.

In the event of any legal action to enforce or interpret the provisions of this
easement, the prevailing party in such action shall be entitled, in addition to any
other relief, to reasonable attorney's fees incurred therein.

Grantee may lay said pipeline, telephone, power lines or communications cable
under adjacent roads and streets insofar as the interests of the Grantor extend
herein.

Upon completion of the underground pipeline, telephone, power lines, and
communications cable, Grantee shall, as soon as reasonably possible, fully restore and
level the surface of the land to the same condition as the land was in prior to any
such operations as is reasonably possible.

Any payment provided hereunder may be made by check or draft, either directly or by mail to Grantor, or to N.A. who is hereby appointed agent and authorized to receive and give receipt for such payment. No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such a change. If two or more persons are entitled to receive any payment hereunder, the proportionate part of such payment to which each person is entitled may be made to such person or his agent separately as provided above. The payment tendered to such person or his agent of his portion of such payment shall maintain this agreement as to such person and interest in the above-described land.

Grantor reserves the right to use and enjoy said land except as Grantee's use may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed, any house, structure, reservoir or other major construction or excavation on, over or within said right-of-way and easement and shall not change the grade over any pipeline and/or communications cable constructed hereunder.

It is agreed that all rights and privileges herein granted and given Grantee shall automatically end and terminate in the event that Grantee, or its successors and assigns shall fail to install or operate and maintain said pipeline for a period of five (5) consecutive years.

Nothing herein shall be construed or deemed as permitting the construction or placement of any pipeline, cable, appurtenances thereto or any other equipment or device whatsoever upon the surface of the land, except markers, vent pipes and/or test leads which shall be located only at roads, fences or property lines if installed.

Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions, or suits (including reasonable costs and expenses incident thereto) for or on account of injuries to persons or property of others arising out of the laying, maintaining, operations of, changes in, alterations to or removal of Grantee's pipeline, or in otherwise exercising the rights herein granted, excluding claims, demands, actions, or suits for or on account of injuries to persons or damages to property as a direct result of Grantor's negligence.

Nothing herein shall be construed to prevent Grantor, its successors or assigns, from constructing any desired streets, public or private water or utility lines over and/or through and across the lands embraced by the easement herein granted, provided that in no event shall any such installation be constructed longitudinally within the easement area. Grantor shall notify Grantee, in writing, at least ninety (90) days prior to construction of said streets or such lines.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement is evidenced by Grantee's payment to Grantor of the consideration first recited above.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right of way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created hereunder; provided however, no assignment shall be made to any person or entity whose primary business is not the transportation of oil or gas by pipeline without the express written consent of Grantor first having been obtained. Grantee shall notify Grantor, in writing, of the name and address of any such assignee, and, notwithstanding the foregoing, no rights hereunder shall be assignable by Grantee to any public utility power company.

This agreement, as written, covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any promise, agreement or representation not expressly set forth herein.

IN WITNESS WHEREOF, This instrument is executed this 30 day of May, 1986.

GRANTOR:
MAZ PROPERTIES, INC.
a California corporation

WITNESS:
Robert J. Donaldson
Robert J. Donaldson

BY: Donald W. Weaver
Donald W. Weaver - President

BY: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

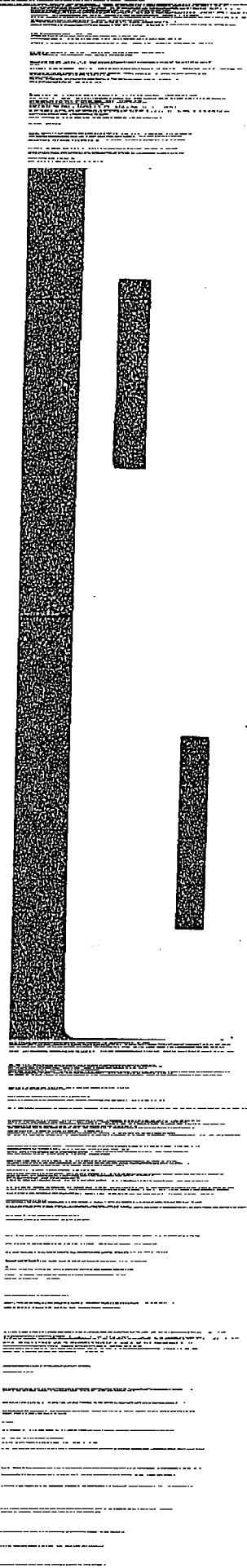
On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____

of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



STATE OF CALIFORNIA)
)
COUNTY OF Kern)

SS.

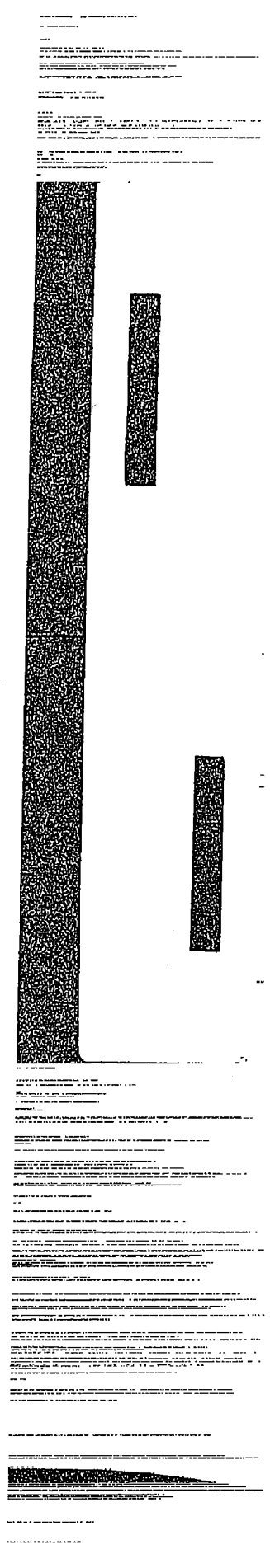
On July 9, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Donaldson

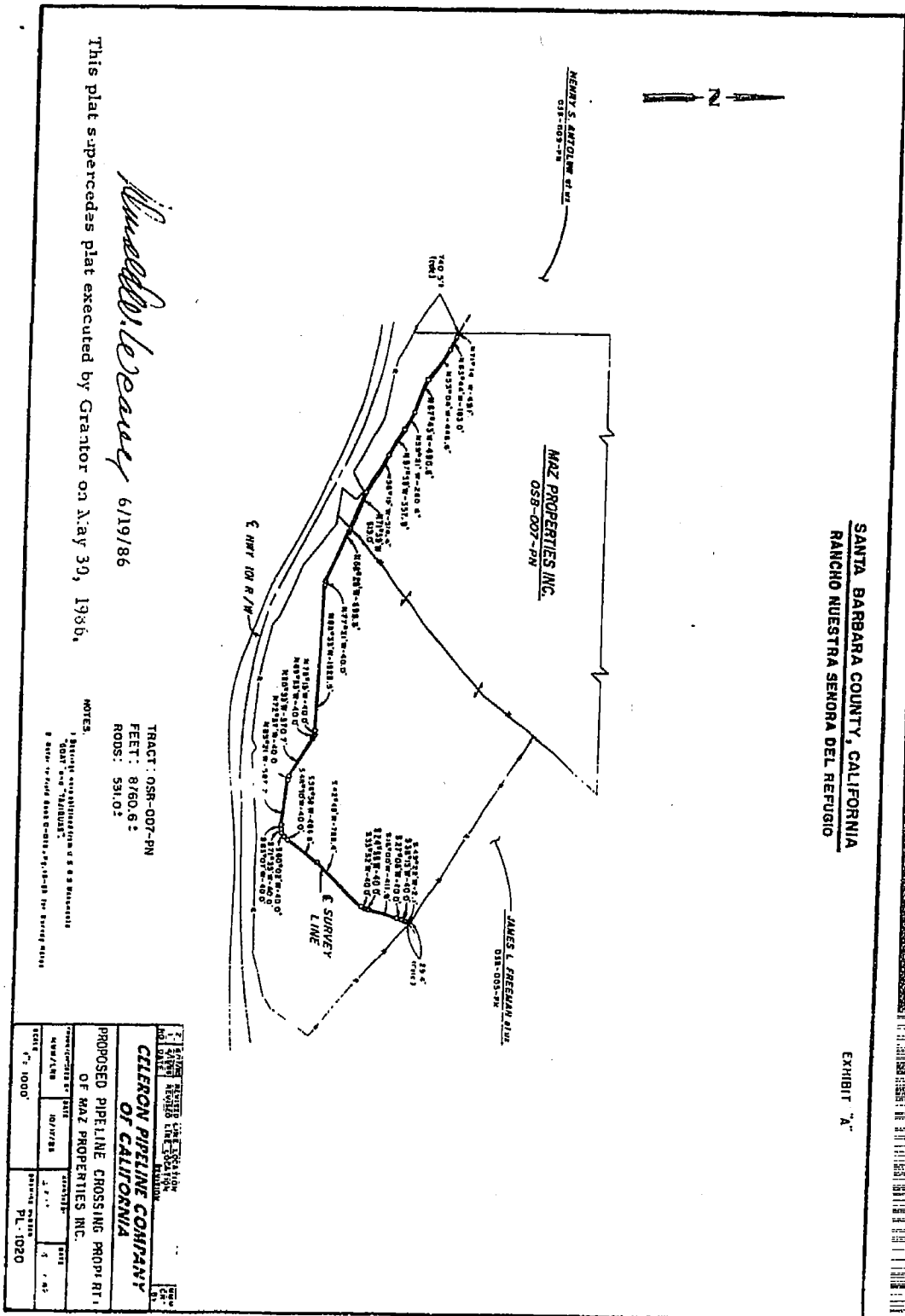
personally known to me to be the person whose name is subscribed to the within instrument, or proved to be such by the oath of a credible Witness who is personally known to me, as being the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this Witness resides in Thousand Oaks, California and that said Witness was present and saw Donald W. Weaver of Maz Properties, Inc., A California Corporation personally known to said Witness to be the same person described in and whose name(s) is subscribed to the within and annexed instrument as the President of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors, and that affiant subscribed His/Her name to the within instrument as a Witness.

WITNESS my hand and official seal.



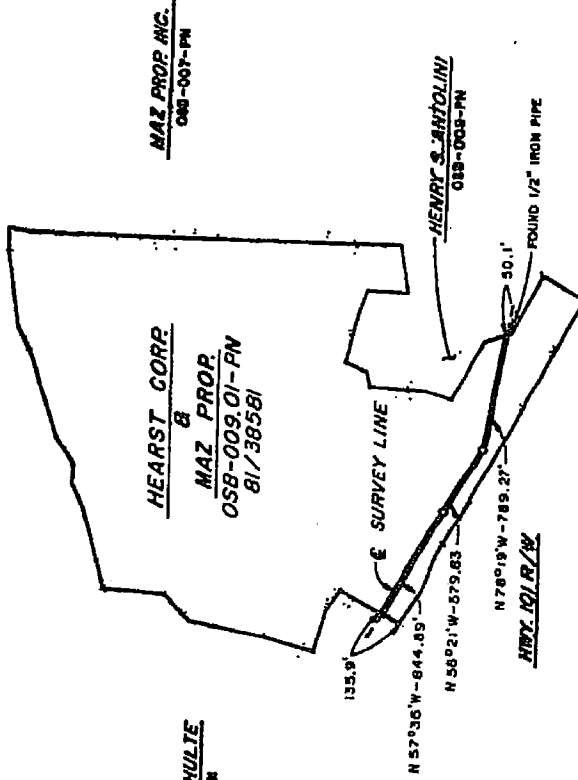
James G. Peacock
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA





SANTA BARBARA COUNTY, CALIFORNIA
RANCHO NUESTRA SENORA DEL REFUGIO

EXHIBIT "A"



MAZ PROP. INC.
080-007-PN

HEARST CORP.
MAZ PROP.
OSB-009,01-PN
81/38581

RUDOLPH R. SHULTZ
088-010-PN

HENRY S. ANTOLINI
088-008-PN

HBY. M/R/W

Handwritten signature: Humboldt W. ...

TRACT: OSB-009,01-PN
 FEET: 2214.0
 RODS: 134.18

NOTES:
 1. Description was obtained from Record of Survey Map as recorded in Bk. 114, Pg. 65 of the Record of Surveys in the County Recorder's Office, in Santa Barbara Co.
 2. Refer to Field Bk. 0-015, Pg. 23-24 for Survey Notes.

CELERON PIPELINE COMPANY OF CALIFORNIA	
PROPOSED PIPELINE CROSSING PROPERTY OF HEARST CORP. & MAZ PROP. INC.	
DATE: 3/14/84	APPROVED BY: S.F.O.
DATE: 3/14/84	DATE: 3/14/84
SCALE: 1"=1000'	PLANNING NUMBER: PL-1021

Exhibit "B"

Parcel "B" of Parcel Map No. 12,115 being a portion of Rancho Nuestra Senora del Refugio, as per map of survey filed in Book 14, Pages 85, 86 and 87 of Parcel Maps, in the office of the County Recorder of said County.

Parcel "B" of Parcel Map No. 12,702 being a portion of Rancho Nuestra Senora del Refugio shown as Tract No. 4 of the Bruno Orella Estate filed in Book 2, Page 16 of Maps, and Surveys; said Parcel "B" is shown per map of survey filed in Book 20, Page 94 & 95 of Parcel Maps, in the office of the County Recorder of said County.

That portion of the Rancho Nuestra Senora del Refugio, in the County of Santa Barbara, State of California, more particularly described by metes and bounds as PARCEL NINE, TEN AND ELEVEN in Deed dated June 17, 1981 from Tajiguas Exchange Corporation to MAZ Properties, Inc. and recorded in Reel No. 81-38581 of the Official Records in the office of the County Recorder of said County.

That portion of the Rancho Nuestra Senora del Refugio, in the County of Santa Barbara, State of California, more particularly described by metes and bounds as PARCEL FIFTEEN in Deed dated June 17, 1981 from Tajiguas Exchange Corporation to MAZ Properties, Inc. and recorded in Reel No. 81-38581 of the Official Records in the office of the County Recorder of said County.

EXHIBIT 2

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO
ALL AMERICAN PIPELINE COMPANY
1800 RINGBROOK AVENUE, SUITE 300
BAKERSFIELD, CALIFORNIA 93309
ATT: RIGHT-OF-WAY DEPARTMENT

Official Records |
County of |
Santa Barbara |
Kenneth A Pettit |
Recorder |
1:00pm 20-Nov-90 |

CB 5

6/08/90
TRACT NO. OSB-007-PN
LAS FLORES 24" EXTENSION
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

DOCUMENTARY TRANSFER TAX -0-
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining thereon at time of sale.
[Signature]
Notarially declared or agreed to determine tax - True name

AMENDMENT NO. 1 TO RIGHT-OF-WAY GRANT

THIS AMENDMENT made and entered into this 1st day of August, 1990, between MAZ PROPERTIES, INC., a California corporation, (herein called "Grantor"), and ALL AMERICAN PIPELINE COMPANY, a Texas corporation (herein called "Grantee").

30

WITNESSETH THAT:

Pursuant to that certain Right-of-Way Grant dated as of May 30, 1986 and recorded July 23, 1986 to Instrument No. 1986-045016 of the Official Records of Santa Barbara County, State of California (hereinafter called "Grant"), Grantor granted to Celeron Pipeline Company of California, a Delaware corporation, a right-of-way and easement twenty-five (25) feet in width for the purpose, among other things, of constructing, operating and maintaining one (1) pipeline, telephone and power lines, communications cable, and appurtenances thereto on, over, through, under and across certain lands situated in Rancho Nuestra Señora del Refugio in Santa Barbara County, State of California, more particularly described in said Grant and attached thereto as Exhibit "B" for reference purposes.

WHEREAS, Celeron Pipeline Company of California was merged into an affiliate company All American Pipeline Company effective May 31, 1989, and the surviving company is the Grantee herein.

WHEREAS, the Grantor and Grantee desire to, and have agreed to, amend said Grant as to the location of the twenty-five (25) foot wide right-of-way and easement ONLY INsofar AS it affects the following described lands of Grantor:

Parcel "B" of Parcel Map No. 12,115 being a portion of Rancho Nuestra Señora del Refugio, as per map of survey filed in Book 14, Pages 85, 86 and 87 of Parcel Maps, in the office of the County Recorder of said County.

Parcel "B" of Parcel Map No. 12,702 being a portion of Rancho Nuestra Señora del Refugio shown as Tract No. 4 of the Bruno Orella Estate filed in Book 2, Page 16 of Maps, and Surveys; said Parcel "B" is shown per map of survey filed in Book 20, Page 94 & 95 of Parcel Maps, in the office of the County Recorder of said County.

That portion of the Rancho Nuestra Señora del Refugio, in the County of Santa Barbara, State of California, more particularly described by metes and bounds as PARCEL NINE, TEN AND ELEVEN in Deed dated June 17, 1981 from Tajiguas Exchange Corporation to MAZ Properties, Inc. and recorded in Reel No. 81-38581 of the Official Records in the office of the County Recorder of said County.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged by Grantor, and of the mutual covenants and agreements to be kept and performed by the parties hereto, it is hereby agreed to amend said Grant as follows:

The centerline of the twenty-five (25) foot wide right-of-way and easement across the above-described lands of Grantor is more particularly described by Drawing No. PL-1020 revised June 29, 1990, attached hereto and labeled Exhibit "A-1" and which drawing is hereby substituted for Drawing No. PL-1020, revised June 17, 1986, labeled Exhibit "A" and attached to said Grant.

GLM

Said Grant, as hereby amended, shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Except as hereby amended, all terms, conditions, and provisions of the original Grant are continued in full force and effect.

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

WITNESS:


GARY L. CHAMBERS

GRANTOR:

MAE PROPERTIES, INC., a California corporation

By: *Lee M. Mulla*

Title: *Vice President*

GRANTEE:

ALL AMERICAN PIPELINE COMPANY, a Texas corporation

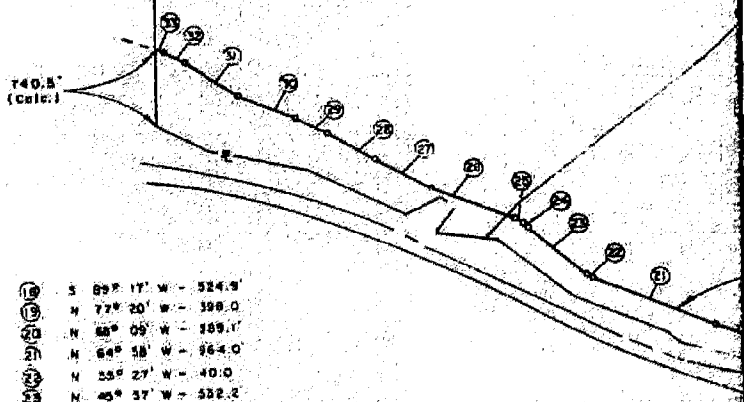
By: *Harry M. Weed*
Harry M. Weed
Vice President - Operations

**SANTA BARBARA
RANCHO NUESTRA**



HENRY S. ANTOLINI, OF OR
OSB-009.00-PN

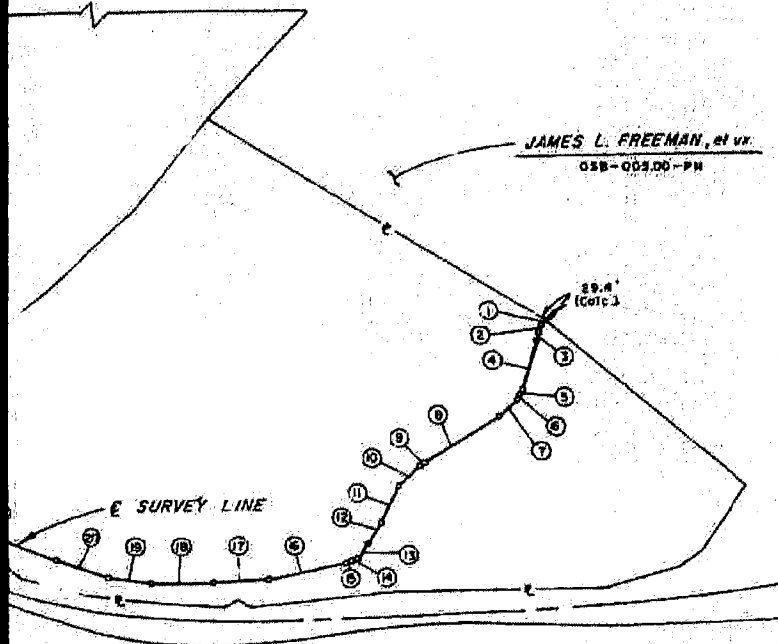
MAZ PROPERTIES, INC.
OSB-007.00-PN



1	S	49° 22'	W	- 2.1'
2	S	38° 13'	W	- 40.0'
3	S	27° 08'	W	- 40.0'
4	S	16° 10'	W	- 411.5'
5	S	24° 50'	W	- 40.0'
6	S	33° 52'	W	- 40.0'
7	S	42° 48'	W	- 217.8'
8	S	53° 28'	W	- 559.3'
9	S	44° 55'	W	- 40.0'
10	S	36° 24'	W	- 187.3'
11	S	24° 24'	W	- 279.1'
12	S	38° 34'	W	- 179.5'
13	S	42° 24'	W	- 136.8'
14	S	33° 40'	W	- 40.0'
15	S	84° 56'	W	- 40.0'
16	S	78° 21'	W	- 612.8'
17	S	84° 34'	W	- 438.0'

18	S	89° 17'	W	- 524.9'
19	N	77° 20'	W	- 388.0'
20	N	86° 09'	W	- 189.1'
21	N	84° 58'	W	- 964.0'
22	N	55° 27'	W	- 40.0'
23	N	45° 37'	W	- 532.2'
24	N	53° 17'	W	- 40.0'
25	N	40° 37'	W	- 75.3'
26	N	71° 59'	W	- 471.5'
27	N	58° 19'	W	- 514.4'
28	N	57° 58'	W	- 357.3'
29	N	59° 21'	W	- 260.6'
30	N	87° 43'	W	- 430.8'
31	N	53° 04'	W	- 446.8'
32	N	83° 44'	W	- 183.0'
33	N	71° 14'	W	- 49.1'

SANTA BARBARA COUNTY, CALIFORNIA
ESTRADA SENORA DEL REFUGIO



TRACT : OSB-007.00-PN
 FEET : 9053.4
 RODS : 548.7

- NOTES:
1. Bearings were obtained from U. S. O. S. Monuments "OAT" and "TAJIGUAS".
 2. Refer to File Book D-012, Pg. 13-23 for Survey Notes

NO.	DATE	REVISION	BY
1	7/28/80	REVISED LINE LOCATION	CEE
2	8/17/80	REVISED LINE LOCATION	MMB
3	8/17/80	REVISED LINE LOCATION	CEE

ALL AMERICAN PIPELINE COMPANY

PROPOSED PIPELINE CROSSING PROPERTY OF MAZ PROPERTIES INC.

DRAWN/CHECKED BY MMB/LRQ	DATE 10/17/86	APPROVED BY J. L. G.	DATE 4/18/86
SCALE 1" = 1000'		DRAWING NUMBER PL-1020	

EXHIBIT 3

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
ALL AMERICAN PIPELINE COMPANY
5500 MING AVENUE, SUITE 300
BAKERSFIELD, CALIFORNIA 93309
ATT: RIGHT-OF-WAY DEPARTMENT

88-050104 Rec Fee 17.00
Total 17.00

Recorded
Official Records
County of
Santa Barbara
Kenneth A. Pettit
Recorder
1:00pm 12-Aug-88

MB 7

DOCUMENTARY TRANSFER TAX *Consideration less other*
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining in record at time of sale.

Celleron Pipeline Co. of California
Signature of declarant or agent determining tax item name

5/13/88
Tract No. OSB-003-PN
County of Santa Barbara
State of California

RIGHT-OF-WAY GRANT

For and in consideration of the sum of one hundred and Other
valuable consideration dollars (\$100.00) and other
good and valuable consideration to the undersigned, the receipt
and sufficiency of which is hereby acknowledged, Grantor herein,
hereby grants unto CELERON PIPELINE COMPANY OF CALIFORNIA, a
Delaware corporation, Grantee herein, its successors and assigns,
a right-of-way and easement, with the rights of ingress and
egress to and from, and access on and along said right-of-way,
with the right to use existing roads,

1) to survey, lay, maintain, operate, repair, replace, alter,
change the size of, and remove one pipeline and appurtenances
thereto for the transportation of crude oil, along with its
natural occurring substances, and water, including but not
limited to devices for controlling electrolysis for use in
connection with said pipeline, and to lay, construct, maintain,
operate, repair, replace, alter, and remove telephone and power
lines and appurtenances thereto, and,

2) to survey, lay, maintain, operate, repair, replace, alter,
change the size of, and remove a communications cable, associated
equipment and appurtenances thereto for telecommunications
transmissions, including but not limited to voice, data, and
information transmissions,

on, over, through, under, and across that certain parcel of land
situated in the unincorporated area of the County of Santa
Barbara, State of California, described as follows:

That portion of Tract No. 3 of the Subdivision of a
portion of the Rancho Canada del Corral, according to
the map thereof recorded in Book 3, Page 22, of Maps
and Surveys in the office of the County Recorder of
Santa Barbara County, State of California, lying
northerly of Highway 101.

This right-of-way and easement shall have a temporary width as
necessary to construct the pipeline but not to exceed a one
hundred (100) foot wide construction corridor (except at critical
locations such as, but not limited to, washes, rivers, streams,
steep slopes, roads, and side cuts where reasonable adjacent
additional space as deemed necessary by Grantee may be used),
which width shall revert to a permanent width of twenty-five (25)
feet upon completion of construction of the pipeline. During
temporary periods, Grantee may use such portion of the property
along and adjacent to said right-of-way as may be reasonably
necessary in connection with maintenance, repair, removal, or
replacement of the facilities. The centerline of the permanent
right-of-way and easement herein granted is more particularly
described by Exhibit "A" attached hereto and made a part hereof,
except that Grantee may change said centerline to the extent
necessary to avoid foundations, footings, or anchors of existing
power or utility lines or other man-made structures or cultural
resource sites. If Grantee changes said centerline for such
reason, Grantee shall provide to Grantor an amended Exhibit "A"
showing the as-built survey of said centerline.

At the time of construction, the pipeline and communications cable shall be buried to a minimum cover depth (to top of pipe) of thirty-six (36) inches through said lands except that in cultivated areas a minimum cover depth of forty-eight (48) inches shall be required. Where rock is encountered, Grantee shall be permitted to bury the pipeline and communications cable to a cover depth (to top of pipe) of at least twenty-four (24) inches below the surface.

Included in the consideration hereby acknowledged to have been received by Grantor from Grantee is the payment for all damages during initial construction to all improvements (except Grantor's existing water lines) including growing crops, grasses, trees, fences, and timber together with the normal damages sustained to the land by reason of the building and construction of the pipeline. This receipt and release does not cover any damages caused by Grantee's operation, repair, or maintenance of its lines, except that after the pipeline has been constructed, Grantee shall not be liable for damages (excepting damages to Grantor's improvements) caused by keeping the right-of-way area clear of trees, undergrowth, brush, and obstructions.

Grantee may lay said pipeline, telephone, power lines, or communications cable along and across adjacent roads and streets insofar as the interests of the Grantor extend herein.

Upon completion of the pipeline, telephone, power lines, and communications cable, Grantee shall, as soon as reasonably possible, restore the surface of the land as near as practicable to its original condition.

Any payment provided hereunder may be made by check or draft, either directly or by mail to Grantor, or to _____ who is hereby appointed agent and authorized to receive and give receipt for such payment. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or said agent. No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such a change. If two or more persons are entitled to receive any payment hereunder, the proportionate part of such payment to which each person is entitled may be made to such person or his agent separately as provided above. The payment tendered to such person or his agent of his portion of such payment shall maintain this agreement as to such person and interest in the above-described land.

Grantor reserves the right to use and enjoy said land except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed, any house, structure, paving, reservoir, or other obstruction or excavation on, over, or within said right-of-way and easement and shall not change the grade over any pipeline and/or communications cable constructed hereunder.

Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions, or suits (including reasonable costs and expenses incident thereto) for or on account of injuries to persons or damages to property arising out of the laying, maintaining, operations of, changes in, alterations to, or removal of Grantee's pipeline, or in otherwise exercising the rights herein granted, excluding claims, demands, actions, or suits for or on account of injuries to persons or damages to property as a result, in part or wholly, of Grantor's negligence.

Nothing herein shall be construed to prevent Grantor, its successors or assigns, from constructing any desired streets or utility lines over and/or through and across the lands embraced by the easement herein granted, provided that in no event shall any such installation be constructed longitudinally within the

easement area. Grantor shall notify Grantee, in writing, at least ninety (90) days prior to construction of said streets or utility lines.

Nothing herein shall be construed or deemed as permitting the construction or placement by Grantee of any pipeline, cable, appurtenances thereto, or any other equipment or device whatsoever upon the surface of the land, except markers, vent pipes and/or test leads which shall be located at roads, fences, foreign utility crossings, or property lines if installed.

It is agreed that all rights and privileges herein granted and given Grantee shall automatically end and terminate in the event that Grantee, or its successors and assigns shall fail to operate and maintain said pipeline after initial start-up of operations for a period of five (5) consecutive years.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement is evidenced by Grantee's payment to Grantor of the consideration first recited above.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created hereunder.

This agreement, as written, covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to, or changing the terms hereof or inducing the execution hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any promise, agreement, or representation not expressly set forth herein.

IN WITNESS WHEREOF, this instrument is executed this 18th day of August, 1988.

WITNESS:

GRANTOR:

[Signature]

Karl W. Tautrim
Karl W. Tautrim

[Signature]

Luzana E. Tautrim
Luzana E. Tautrim

[Signature]

Martin Tautrim
Martin Tautrim

[Signature]

Marion F. Tautrim
Marion F. Tautrim

[Signature]

Mark Tautrim
Mark Tautrim

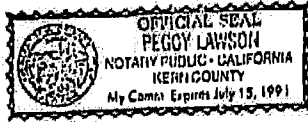
[Signature]

Deborah D. Tautrim
Deborah D. Tautrim

STATE OF CALIFORNIA)
) SS.
COUNTY OF KERN)

On May 18, 1988, before me the undersigned, a Notary Public in and for said State, personally appeared GARY L. CHAMBERS, personally known to me to be the person whose name is subscribed to the within instrument, or proved to be such by the oath of a credible witness who is personally known to me, as being the subscribing witness thereto, said subscribing witness being by me duly sworn, deposes and says: That this witness resides in Bakersfield, California, and that said witness was present and saw KARL W. TAUTRIM, LUZENA E. TAUTRIM, MARTIN TAUTRIM, MARION F. TAUTRIM, MARK TAUTRIM, and DEBORAH D. TAUTRIM, personally known to said witness to be the same persons described in and whose names are subscribed to the within and annexed instrument as parties thereto, executed and delivered the same, and that affiant subscribed his name to the within instrument as a witness.

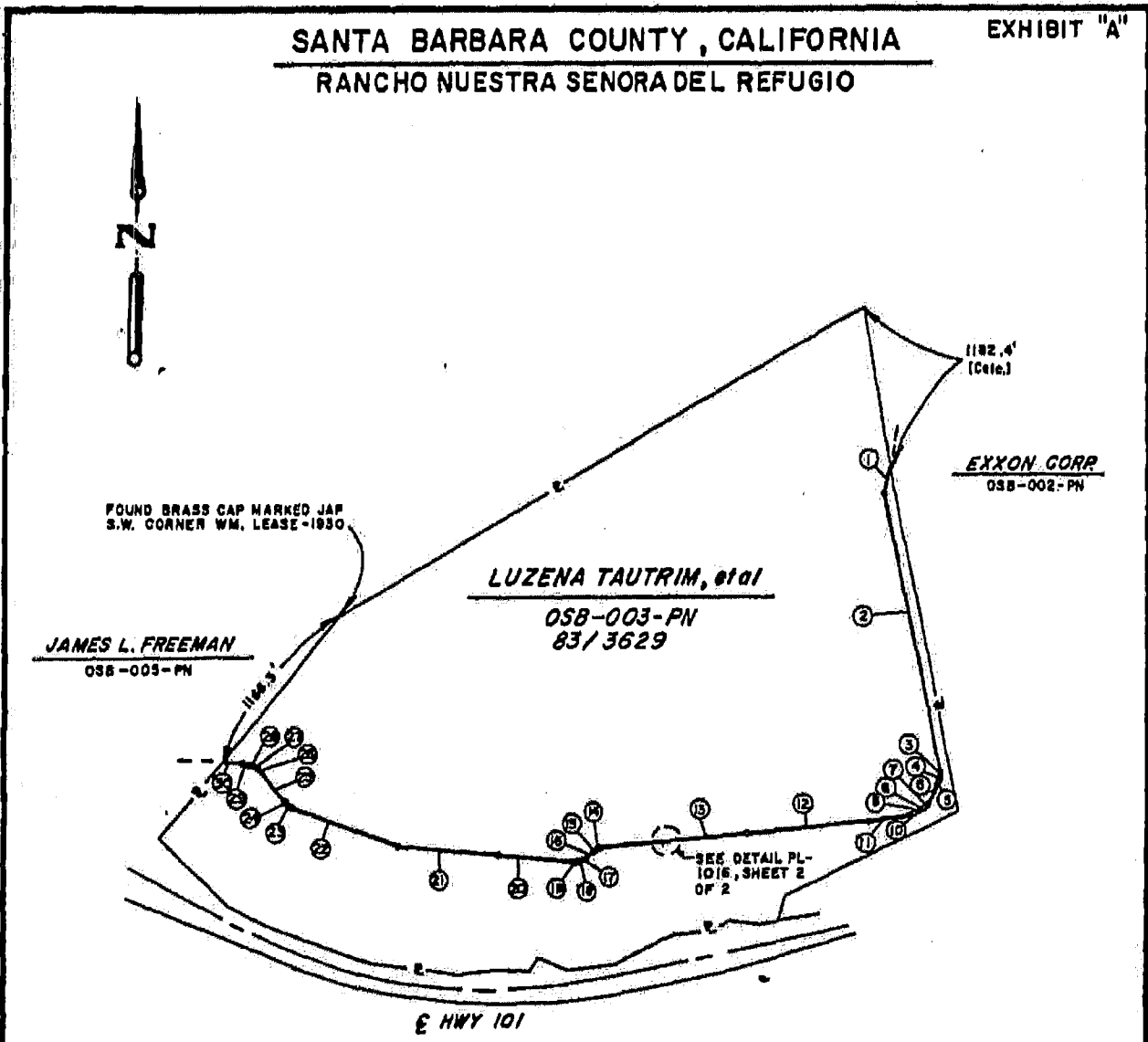
WITNESS my hand and official seal.



Peggy Lawson
NOTARY PUBLIC

SANTA BARBARA COUNTY, CALIFORNIA
 RANCHO NUESTRA SENORA DEL REFUGIO

EXHIBIT "A"



FOUND BRASS CAP MARKED JAP
 S.W. CORNER WM, LEASE-1930

JAMES L. FREEMAN
 OSB-003-PN

LUZENA TAUTRIM, et al
 OSB-003-PN
 83/3629

EXXON CORP
 OSB-002-PN

SEE DETAIL PL-
 1016, SHEET 2
 OF 2

± HWY 101

- | | | |
|-------------------------|------------------------|------------------------|
| ① S 07° 30' W - 144.1' | ⑪ S 85° 55' W - 268.5' | ⑳ N 82° 11' W - 637.0' |
| ② S 08° 04' E - 1618.3' | ⑫ S 88° 23' W - 456.8' | ㉑ N 68° 20' W - 767.3' |
| ③ S 02° 11' W - 40.0' | ⑬ S 86° 01' W - 955.9' | ㉒ N 56° 20' W - 40.0' |
| ④ S 13° 26' W - 40.0' | ⑭ S 74° 40' W - 40.0' | ㉓ N 44° 17' W - 40.0' |
| ⑤ S 24° 41' W - 40.0' | ⑮ S 63° 16' W - 40.0' | ㉔ N 32° 12' W - 225.4' |
| ⑥ S 35° 56' W - 150.8' | ⑯ S 51° 54' W - 87.1' | ㉕ N 42° 21' W - 40.0' |
| ⑦ S 48° 51' W - 40.0' | ⑰ S 63° 12' W - 40.0' | ㉖ N 52° 30' W - 40.0' |
| ⑧ S 55° 46' W - 40.0' | ⑱ S 74° 28' W - 40.0' | ㉗ N 62° 40' W - 40.0' |
| ⑨ S 63° 41' W - 40.0' | ㉚ S 85° 47' W - 40.0' | ㉘ N 72° 49' W - 40.0' |
| ⑩ S 75° 35' W - 40.0' | ㉛ N 82° 56' W - 528.0' | ㉙ N 82° 56' W - 171.7' |

TRACT : OSB-003-PN
 FEET : 6938.4
 RODS : 420.5

NOTES:

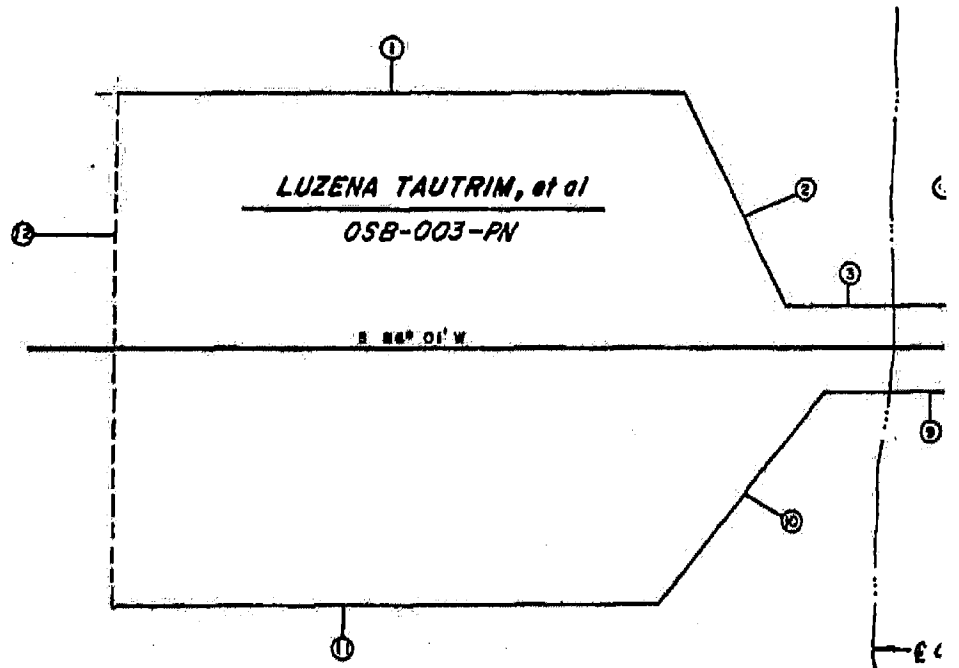
- Bearings were obtained from CALTRANS Right of Way Maps for State Highway 101, P.M. 36.5A - P.M. 36.7.
- Refer to Field Book O-015 - Pages 22-23, Book O-026 - Pages 24-25 for Survey Notes.

**CELERON PIPELINE COMPANY
 OF CALIFORNIA**

PROPOSED PIPELINE CROSSING PROPERTY OF
 LUZENA TAUTRIM, et al

DRAWN BY: CRC	DATE: 5/09/88	APPROVED BY: <i>C. Brown</i>	DATE: 5-9-88
SCALE: 1" = 1000'		DRAWING NUMBER: PL-1016	

SANTA BARBARA CO
RANCHO NUESTRA SE.



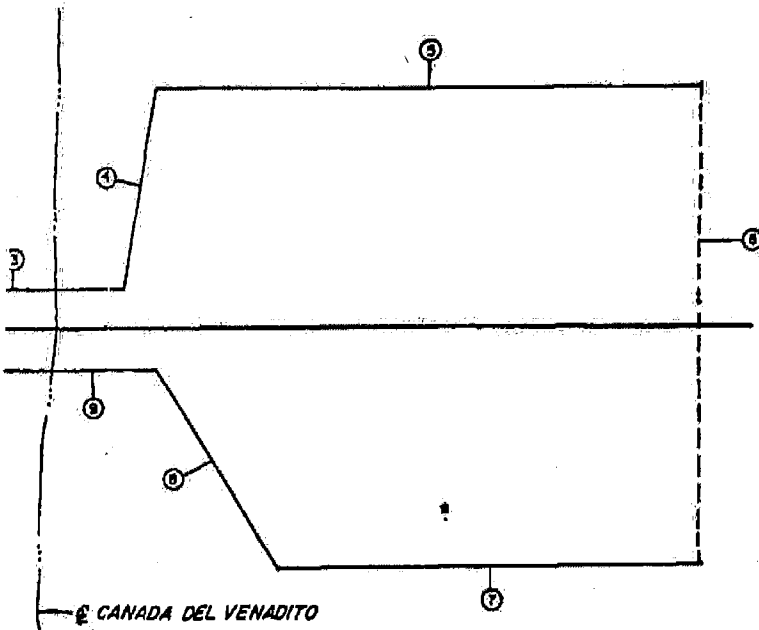
**ADDITIONAL WORK AREA
ACRES OUTSIDE OF 100' TEMPORARY
WORKSPACE REQUIRED: 3.25**

NOTES:

1. Bearings were obtained from CALTRANS Right of Way Maps for State Highway 101, RM. 36.5A-RM. 37.0.

RA COUNTY, CALIFORNIA
RA SENORA DEL REFUGIO

EXHIBIT "A"



- ① N 05° 01' E - 344.3'
- ② S 22° 55' E - 139.0'
- ③ N 86° 01' E - 110.0'
- ④ N 03° 14' E - 126.0'
- ⑤ N 86° 01' E - 353.8'
- ⑥ S 03° 59' E - 300.0'
- ⑦ S 86° 01' W - 274.4'
- ⑧ N 36° 21' W - 148.0'
- ⑨ S 86° 01' W - 106.0'
- ⑩ S 34° 42' W - 160.4'
- ⑪ S 86° 01' W - 331.2'
- ⑫ N 03° 59' W - 300.0'

CELERON PIPELINE COMPANY OF CALIFORNIA			
TEMPORARY CONSTRUCTION AREA CANADA DEL VENADITO			
DRAWN BY: CNC	DATE: 5/09/00	APPROVED BY: <i>[Signature]</i>	DATE: 5/10-99
SCALE: 1" = 100'		DRAWING NUMBER: PL-1016	

SHEET 2 of 2

EXHIBIT 4

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
ALL AMERICAN PIPELINE COMPANY
6500 MING AVENUE, SUITE 300
BAKERSFIELD, CALIFORNIA 93309
ATT: RIGHT-OF-WAY DEPARTMENT

94-026544 :
Rec Fee : 17.00
COP : 3.00
Recorded : CER : 1.00
Official Records : Check : 21.00
County of :
Santa Barbara :
Kenneth A Pettit :
Recorder :
7:56am 28-Mar-94 : PUBL MH 5

DOCUMENTARY TRANSFER TAXES
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining thereon at time of sale.
Signature of declarant or agent duly acknowledged herein

06/24/93
RW 92017-OSB
TRACT NUMBER OSB-003-PN
24" LAS FLORES PIPELINE
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

AMENDMENT NO. 1 TO RIGHT-OF-WAY GRANT

THIS AMENDMENT made and entered into this 26th day of JANUARY 1994
~~1988~~, between KARL W. TAUTRIM, Trustee of the Tautrim Trust dated March 2, 1990, MARTIN
TAUTRIM and MARION F. TAUTRIM, husband and wife, and MARK TAUTRIM (herein called
"Grantor"), and ALL AMERICAN PIPELINE COMPANY, a Texas corporation (herein called
"Grantee").

WITNESSETH THAT:

Pursuant to that certain Right-of-Way Grant dated as of May 18, 1988 and recorded August 12,
1988 to Instrument No. 88-050104 of the Official Records of Santa Barbara County, State of
California (herein called "Grant"), Grantor granted to Celeron Pipeline Company of California, a
Delaware corporation, a right-of-way and easement twenty-five (25) feet in width, (herein called
"Easement"), for the purpose, among other things, of constructing, operating and maintaining one
(1) pipeline, telephone and power lines, communications cable, and appurtenances thereto on,
over, through, under and across certain lands situated in Rancho Canada del Corral in Santa
Barbara County, State of California, (herein called "Said Land"), and more particularly described
in said Grant for reference purposes.

WHEREAS, Celeron Pipeline Company of California was merged into an affiliate company, All
American Pipeline Company, effective May 31, 1989, and the surviving company is the Grantee
herein.

WHEREAS, at the request of Grantee, the Grantor consented and agreed that Grantee shall have
the right to change the location of the proposed pipeline across Said Land during the initial
construction operations, and further the parties agreed to effect said change by executing this
Amendment.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby
acknowledged by Grantor, and of the mutual covenants and agreements to be kept and performed
by the parties hereto, it is hereby agreed to amend said Grant by specifically describing Grantee's
Easement across Said Land as follows:


The twenty-five (25) foot wide permanent Easement shall be 12½ feet on each side
of the centerline survey of the as-built pipeline, as surveyed and delineated on
Drawing No. PL-1016, Sheet 1 of 1, revised May 18, 1992 which drawing is attached
hereto and labeled Exhibit "A". Said attached drawing is hereby substituted for
Drawing No. PL-1016, Sheet 1 of 2 dated May 9, 1988 labeled Exhibit "A" and
attached to said recorded Grant.

Said Grant, as hereby amended, shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Except as hereby amended, all terms, conditions and provisions of the original Grant are continued in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument as of the day and year first above written.

GRANTOR:


KARL W. TAUTRIM, Trustee of the
Tautrim Trust dated March 2, 1990.


MARTIN TAUTRIM


MARION F. TAUTRIM


MARK TAUTRIM

GRANTEE:

ALL AMERICAN PIPELINE
COMPANY, a Texas corporation

By  JMP
Bruce K. Murchison

Title: Executive Vice President and
Chief Operating Officer

STATE OF California)
 COUNTY OF Santa Barbara) SS.

On February 8 ¹⁹⁹⁴ ~~1993~~, before me, personally appeared KARL W. TAUTRIM,
 personally known to me -OR- proved to me on the basis of satisfactory evidence to be the
 person whose name is subscribed to the within instrument and acknowledged to me that he
 executed same in his authorized capacity, and that by his signature on the instrument the person,
 or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

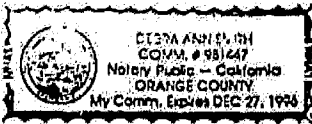


Trinidad I. Gambrell
 NOTARY PUBLIC

STATE OF California)
 COUNTY OF Orange) SS.

On JAN 26 ¹⁹⁹⁴ ~~1993~~, before me, personally appeared MARTIN TAUTRIM
 and MARION F. TAUTRIM, husband and wife, personally known to me -OR- proved to me
 on the basis of satisfactory evidence to be the persons whose names are subscribed to the within
 instrument and acknowledged to me that they executed same in their authorized capacities, and
 that by their signatures on the instrument the persons, or the entity upon behalf of which the
 persons acted executed the instrument.

WITNESS my hand and official seal.



Debra Ann Smith
 NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5153

State of California }
 County of Santa Barbara }
 On 2/14/94 before me, Trinidad I. Gambrell, Notary Public
DATE NAME TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC
 personally appeared Mark Tautrim
(NAME(S) OF SIGNER(S))
 personally known to me -OR- proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) are subscribed to the within instrument and ac-
 knowledged 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.

WITNESS my hand and official seal.

Trinidad I. Gambrell
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
 Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

INDIVIDUAL
 CORPORATE OFFICER(S)

TITLE(S)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
 TITLE OR TYPE OF DOCUMENT Amendment #1 to Pmt & Uccy Grant
 NUMBER OF PAGES 5 DATE OF DOCUMENT 2-8-94
 SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

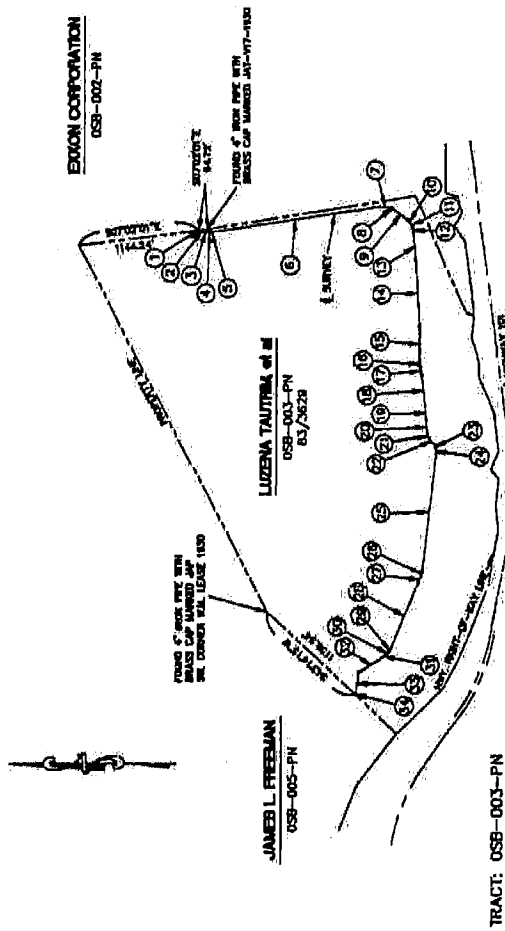
STATE OF Texas)
) SS.
COUNTY OF Tarrant)

On March 18 ¹⁹⁹⁴ ~~1993~~, before me, personally appeared BRUCE K. MURCHISON, personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as the EXECUTIVE VICE PRESIDENT and CHIEF OPERATING OFFICER of ALL AMERICAN PIPELINE COMPANY, a Texas corporation, and acknowledged to me that he executed same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Debra H. Jones
NOTARY PUBLIC

SANTA BARBARA COUNTY, CALIFORNIA
RANCHO CAÑADA DEL CORRAL



TRACT: OSB-003-PN
 FEET: 6952.15'
 RODS: 421.34'

NOTES:

1. PROPERTY BEARINGS AND DISTANCES WERE OBTAINED FROM THE MAP OF THE SUBDIVISION OF RANCHO CAÑADA DEL CORRAL BELONGING TO THE ESTATE OF BRUNO ORELLA, SANTA BARBARA COUNTY, CA., SURVEYED BY F. F. FLOURNOY DATED FEB. 1903.
2. BEARINGS WERE OBTAINED FROM CALTRANS ROUTE-OF-WAY MAPS FOR STATE HIGHWAY 100, P.L. 36.0 - P.L. 36.5A.
3. MONUMENTATION WAS OBTAINED FROM CALTRANS DISTRICT 5 MONUMENTATION MAPS P.M. 319/37.5 - RECORDED IN BOOK 2, PAGE 212-222.
4. PIPELINE BEARINGS AND DISTANCES WERE OBTAINED FROM SURVEY DATA AND HORIZONTAL CONTROL BY HAROLD HUBERT LAND SURVEYOR.

- | | | | |
|---|-------------------------|---|-------------------------|
| ① | S.0722'06"W. - 43.13' | ⑫ | S.8328'52"W. - 297.54' |
| ② | S.0705'43"W. - 14.33' | ⑬ | S.8520'47"W. - 141.00' |
| ③ | S.0744'34"W. - 48.20' | ⑭ | S.8424'46"W. - 133.18' |
| ④ | S.0557'31"W. - 31.02' | ⑮ | S.0710'52"W. - 33.86' |
| ⑤ | S.1210'10"W. - 13.23' | ⑯ | S.5213'24"W. - 91.36' |
| ⑥ | S.0642'20"E. - 1028.11' | ⑰ | S.8606'41"W. - 47.33' |
| ⑦ | S.0511'46"W. - 106.18' | ⑱ | S.8333'29"W. - 33.60' |
| ⑧ | S.2816'47"W. - 31.81' | ⑲ | N.8314'01"W. - 1155.67' |
| ⑨ | S.3520'46"W. - 176.34' | ⑳ | N.7535'38"W. - 43.86' |
| ⑩ | S.3203'29"W. - 49.80' | ㉑ | N.8906'43"W. - 62.64' |
| ⑪ | S.8440'03"W. - 33.89' | ㉒ | N.0712'35"W. - 879.08' |
| ⑫ | S.8059'17"W. - 96.18' | ㉓ | N.5907'55"W. - 33.91' |
| ⑬ | S.6455'00"W. - 260.20' | ㉔ | N.4704'31"W. - 38.86' |
| ⑭ | S.8536'50"W. - 646.33' | ㉕ | N.3348'44"W. - 46.83' |
| ⑮ | N.8548'10"W. - 139.57' | ㉖ | N.3135'03"W. - 274.44' |
| ⑯ | S.8308'52"W. - 40.65' | ㉗ | N.8236'17"W. - 209.61' |
| ⑰ | S.8012'24"W. - 83.36' | ㉘ | N.8312'24"W. - 4.77' |

JUN 08 1992

NO.	DATE	RENAME OR OLD & AC-BUILD	BY
1	5/14/92	REVISION	
ALL AMERICAN PIPELINE COMPANY			
PIPELINE CROSSING PROPERTY OF LUZENA TAURINA et al			
DATE	APPROVED BY	DATE	
C.R.L. 5/9/92		5/9/92	
SCALE 1"=1000'	PL-1016		

SHEET 1 of 1

EXHIBIT 5

KENNETH J. PETTIT
CLERK

SANTA BARBARA CO. CA.
1987 JAN 23 AM 11: 27

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
ALL AMERICAN PIPELINE COMPANY
6840 District Blvd.
Bakersfield, CA 93313

1987-005709

ATTN: RIGHT-OF-WAY DEPARTMENT

DOCUMENTARY TRANSFER TAX \$ 9.90 UN
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
Remaining through time of sale.
[Signature]
Signature of decedent or agent determining tax - full name

1 1/23/87 13.00 RE
2 1/23/87 1.00 RE
3 1/23/87 11.00 AU

R-12/15/86 - OSB - #11 9.90 UN
Tract No. OSB-041-PN
County of Santa Barbara
State of California
Draft No.

RIGHT-OF-WAY GRANT

For and in consideration of the sum of Eight thousand three hundred and 00/100 *

***** Dollars (\$8,300.00 ***) and other good and valuable consideration, to the Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor herein hereby grants unto CELERON PIPELINE COMPANY OF CALIFORNIA, a Delaware corporation, Grantee herein, its successors and assigns, ~~the right of way and easement, with the right of ingress and egress, for the following purposes only:~~

- 1) To ~~survey, lay, maintain, operate, repair, replace, change the size of but not enlarge, and remove one underground thirty (30) inch diameter pipeline and appurtenances therefor for the transportation of crude oil only, including but not limited to devices for controlling electrolysis~~ for use in connection with said pipeline; and
- 2) To lay, construct, maintain, operate, repair, replace, and remove underground communications cable, telephone and power lines and appurtenances thereto, solely for use in connection with the operation and maintenance of said pipeline and its appurtenances.
- 3) Nothing herein contained shall prohibit the transportation of water and other substances, which are either naturally present in crude oil or are added to the crude oil in order to promote viscosity and thereby facilitate the transport of said crude oil and are not being transported separately for a fee. In no event, however, shall said pipeline be permitted to contain or carry any lethal gaseous substance, including hydrogen sulfide gas, also known as H2S, except for trace amounts (not to exceed 200 parts per million) of such gases found naturally in crude.

~~Such right-of-way and easement being a strip of land twenty-five (25) feet in width, the approximate center line of which is described in Exhibit "A" attached hereto and made a part hereof and said right-of-way and easement shall be on, over, through, under and across that certain parcel of land situated in the unincorporated area of the County of Santa Barbara, State of California, described in Exhibit "B" and depicted on Exhibit "A" attached hereto and made a part hereof.~~

It is further provided that Grantor shall have the right to permit another pipeline company to install or maintain another pipeline within the confines of said right-of-way and easement so long as it does not adversely affect Grantee's use, installations or ingress or egress rights to maintain and operate its pipeline and appurtenances.

The foregoing conveyance shall be subject to the following terms, covenants and conditions, all of which are agreed to:

1. Any payment provided for herein shall be made by check made payable to Grantor, and not by draft. The same may be delivered directly or by mail to Grantor. If mailed, the date of payment shall be considered to be the date of mailing thereof to Grantor. Payment, however, shall be complete only when the Grantor is in receipt of the check and the same is honored by the drawee bank. The entire consideration for this grant shall be due and payable upon execution hereof.

2. No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such a change. If two or more persons are entitled to receive any payment hereunder, the proportionate part of such payment to which each person is entitled may be made to such person or his designated agent separately as provided above. The payment tendered to such person or his designated agent of his portion of such payment shall maintain this agreement as to such person and interest in the above-described land.

3. Grantee shall install and maintain said 30-inch pipeline and appurtenances in manner as follows:

- a) All installations shall be buried underground, except cathodic test leads and necessary pipeline markers which at a minimum will be located in all fences crossed and such other reasonable locations as may be deemed necessary by Grantor during the initial construction operations. No pump station, refinery, processing plant, tank, storage facility, sign or other above surface structure, not herein excepted, shall be permitted within the confines of the easement herein granted.
- b) Upon completion of any future construction and as soon as possible thereafter, Grantee shall remove all rock one (1) inch in diameter or larger brought to the surface in cultivated lands and three (3") inches or larger in grazing lands (should surface rock adjacent to the easement be greater than three (3) inches in diameter, like rock brought to the surface shall not be removed from the Easement).
- c) At the time of any future construction, the pipeline and communications cable shall be buried to a minimum cover depth (to top of pipe) of forty-two (42) inches through said lands, except as elsewhere hereinafter provided. Where rock is encountered Grantee shall be permitted to bury the pipeline and communications cable to a cover depth (to top of pipe) of at least twenty four (24) inches below the surface.
- d) Grantee shall not fence the permanent easement along its limits on either side.
- e) Grantee shall take the precautions necessary to prevent fires from occurring as a result of Grantee's maintenance of the pipeline or further installation.

4. Grantee has prepaid Grantor for all damages to growing crops, trees, timber and the surface of the land caused during the initial construction of the pipeline and appurtenances granted herein. Should Grantee, however, damage or destroy any fence, springs, gate, water line, water trough, water tank, concrete pad, windmill, water well, asphalt roadway or other roadway within or without the confines of the easement, overhead or underground telephone or electric power line, or other improvements, the same shall be forthwith repaired or replaced by Grantee at its own cost and expense.

~~Grantee shall have the right to keep the permanent right of way area clear of trees, undergrowth, brush and similar obstructions provided Grantee does not use sprays or defoliant, and shall not be liable for damages by virtue of such clearance. Grantee shall provide Grantor with at least forty-eight (48) hours notice in advance of routine maintenance work.~~

~~Grantee's use of the easement shall be restricted to the uses and purposes of this Grant, and to the operation and maintenance of the pipeline with its appurtenances. Such easement shall not be used for public riding or hiking trails.~~

5. Upon completion of construction, Grantee shall restore the construction corridor as nearly as practicable to the original surface contours and condition as it was before construction, and shall install water diversion terraces where necessary to prevent erosion. Revegetation shall be performed using native grasses and trees which are readily available to be selected by Grantor; Grantee shall monitor the revegetation and remain responsible for all future costs associated with revegetation. Grantee shall also monitor erosion within the right-of-way and take such steps as are necessary at its own cost to prevent erosion and/or repair erosion damage to Grantor's property caused by Grantee's activities.

6. There shall be no interruption or disturbance of telephone, electric, water or other utility services during any future pipeline construction or operation period. Grantee shall contact Grantor prior to the start of any future construction to locate all utility lines, which shall thereupon be staked by Grantee.

7. Grantee shall not interfere with ranch operations on the land except as necessary for the installation and maintenance of the pipeline. Grantee shall conduct all construction and related activities as to not unreasonably interfere with ranch operations.

8. Grantor reserves the right to use and enjoy said land except as may be necessary for the purpose herein granted. Without limiting the generality of the foregoing, and so long as the same shall not interfere with Grantee's operations hereunder, Grantor specifically reserves the right to cultivate and farm said land, pasture livestock hereon, cross said right-of-way with roadways, fencing and pipelines for any purpose, as well as telephone, telegraph, electric, television and telecommunication cables, lines and conduits, be the same above or below the surface. Grantor shall not construct or permit to be constructed within said right-of-way any house, building, tank, reservoir, or other structure which will interfere with Grantee's operations hereunder. Grantor shall not change the grade over any pipeline constructed by Grantee, except Grantor, after written notice to Grantee, may remove ground cover over the pipeline constructed hereunder, provided however, under no circumstances will Grantor reduce the ground cover to less than thirty-six (36) inches over the top of the pipeline. Nothing herein shall be construed to prevent Grantor, its successors or assigns, from constructing any desired streets or utility lines over and/or through and across the lands embraced by the easement herein granted, provided that in no event shall any such installation be constructed longitudinally within the easement area. Grantor shall notify Grantee, in writing, at least ninety (90) days prior to construction of said streets or utility lines.

9. Grantor and the owners of subsurface mineral rights in the land herein, expressly reserve all such rights with the right to develop the same within the confines of said right-of-way, and to extract the same from a safe depth beneath Grantee's pipeline using a drilling location or locations outside said right-of-way. Such rights herein reserved shall include the right, either directly or by agent or lessee, to bore for, drill and prospect for water, oil, gas, asphaltum, naphtha, uranium, and all other minerals and hydrocarbon substances in said right-of-way, to develop, work, drill, sell and dispose of the same from sources outside of said right-of-way, together with all rights necessary or incident to the exercise of the rights herein reserved.

10. Grantee may not use water from water wells, or springs located on the land of Grantor, whether the same be within or without the right-of-way herein granted.

11. Grantee may lay said pipeline along and across roads within the right-of-way herein granted, but upon completion of construction such road crossing shall be restored by Grantee to their present condition. Thereafter, Grantee shall repair the road crossings to the extent damaged by Grantee's operations.

12. Grantee shall cut no fence without first notifying Grantor and his lessee thereof. Thereupon and prior to cutting any fence, and in order to prevent sagging of the existing fence, Grantee shall properly brace each fence with posts eight (8) inches or larger at the top, set a minimum of three (3) feet in the ground. Temporary gaps required for construction shall be installed and kept closed in order to prevent the passing of livestock. Upon completion of construction all such gaps shall be restored as part of the permanent fence. Grantee may install permanent metal gates at cross fences within the land of Grantor. All existing gate entrances shall be kept locked at all times. All gate locks used during construction by Grantee, its agents, contractors or subcontractors, shall be replaced at Grantee's expense with combination locks upon completion of construction. The combination shall at all times be furnished to Grantor and to his lessees, and shall be subject to the prior approval of Grantor.

13. Grantee shall during ditching and welding operations leave cross-over areas at reasonable intervals to allow livestock access on either side of the right-of-way at locations where pasture is available on each side thereof.

14. Grantee shall, at its own expense, repair and replace any damaged improvement on Grantor's land caused by Grantee's operations thereon or elsewhere.

15. Grantee shall pay for all damages to farming equipment, vehicles or livestock, whether the same belong to Grantor or to his lessee or licensee, and whether located within or outside the corridor of said right-of-way but on the land of Grantor, so long as the same be caused by Grantee's operations on said land or elsewhere.

16. Grantee, its successors and assigns, shall be liable to Grantor, his successors and assigns, licensees and lessees, without regard to fault for all legally compensable damages to person or property, suffered by Grantor, his successors, assigns, licensees and lessees, resulting from spillage of the contents of said pipeline, or from fire, explosion, odor or air pollution, in any way involving oil or gas or the impurities contained therein or removed therefrom, and which arises out of the construction or operation of said pipeline facility whether the source of said cause be on the land of Grantor or elsewhere. The extent of this strict liability and the limitation upon it shall be governed by the law of California on strict liability.

17. Grantee assumes all risks of, and shall indemnify, defend and save harmless, Grantor, his successors, assigns, agents, licensees, lessees and the premises, from and against all claims, demands, actions or suits (including all costs and expenses incident thereto) for damage of any kind or nature, either to person or property, sustained by any person, firm or corporation, arising out of any of Grantee's operations on Grantor's land or elsewhere, including the construction, laying, maintenance, operation, changing, altering or removing of Grantee's pipeline and appurtenant facilities, or in any way exercising the rights herein granted.

18. All labor performed and materials furnished in the operations of Grantee hereunder shall be at the sole cost and expense of Grantee. Grantor shall not be chargeable with, or liable for, any part thereof. Grantee shall protect the land of Grantor against all charges and liens of every character arising from Grantee's operations thereon.

19. Grantee shall not take or cut or permit to be taken or cut, any trees, including dead or fallen timber, from the land of Grantor outside the right-of-way herein granted.

20. No hunting of deer, quail, dove or other game shall be committed or permitted by Grantee or any of its agents, employees or invitees, upon the land of Grantor, including the right-of-way herein granted.

21. All notices, demands or request which may be required to be given by one party to the other shall be in writing. The same shall be delivered personally to the party addressed or sent by United States mail, postage prepaid, addressed as follows:

If to Grantor: Mrs. Martha B. Marsango
1002 San Roque Road
Santa Barbara, CA 93105

Mrs. Angelina B. Daniels
4620 Via Rubi
Santa Barbara, CA 93111

If to Grantee: Celeron Pipeline Co. of Calif.
6840 District Blvd.
Dakersfield, CA 93313

or to such other address as may be specified by either party in a notice of change of address given to the other.

22. All taxes assessed against Grantee's interest in the right-of-way herein granted and against all property of Grantee located therein, shall be paid by Grantee on or before the due date thereof.

23. No lighting shall be permitted within the right-of-way herein granted except during initial construction.

24. Prior to construction of any future pipeline within the easement area, Grantee shall provide Grantor with the current name, position or title, address and telephone number of the field agent or person in charge of the facility, and any other representatives who may be contacted by Grantor in respect to any matter pertaining to such construction, including any matter of condition compliance at the site, and who shall have the authority to implement a facility shutdown in case of emergency or otherwise. Grantee shall also provide Grantor with similar information in case of a change in Grantee's agent.

25. Grantee shall confine any future construction activities to the right-of-way herein granted, and shall not pass over any other land of Grantor without the permission of Grantor first having been obtained. Upon completion of construction Grantee shall have the right to use Grantor's existing roads and bridges, for ingress and egress purposes during maintenance and inspection of its pipeline and/or communications cable. Nothing herein granted shall be construed to prevent Grantor from changing the location of roads as Grantor deems necessary from time to time; provided, however, such change does not interfere or deny the right of ingress and egress to Grantee.

26. Should legal action be required by either party to enforce any term or condition of this Grant, or for breach thereof, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements, which shall be determined and taxed by the Court as part of the cost of such action, all as provided by California Civil Code Section 1717 as the same now reads.

Insofar as the parties may lawfully confer jurisdiction by agreement, the parties do agree that any such action may properly be filed in the appropriate Court located in the County of Santa Barbara.

27. The easement granted hereby is granted in connection with the construction of a transmission line originating in Gaviota, California, and terminating at Emidio Station, Kern County, California. Without Grantor's consent, Grantee shall have the right to assign this easement in connection with a sale or transfer of Grantee's interest in the entire transmission line so described, provided the Assignee shall assume in writing the obligations of Grantee hereunder, and a counterpart of such written assumption by the Assignee shall forthwith be provided to Grantor, and provided further, that Grantee shall provide Grantor sufficient proof of Assignee's financial capability. In such case, Assignor will be released from further obligations as Grantee hereunder. Excepting such an assignment, Grantee shall not assign this easement, or grant to any other person, firm, or corporation, any right, title or interest hereunder, or any right of use or occupancy of the easement or easement property, without the written consent of Grantor first had and obtained, not to be unreasonably withheld. Any purported assignment or transfer without the prior written consent of Grantor, where required, shall be null and void and of no force or effect. Any consent by Grantor, where required, shall be subject to the written assumption by the Assignee or transferee of the covenants of Grantee herein set forth and shall not release Grantee of its obligations hereunder. A consent of Grantor to one assignment, transfer, use or occupation of the easement or easement property, shall not be a consent to any other or further assignment, transfer, use, or occupation of the easement or the easement property.

28. In addition to the right of assignment, Grantee shall have the right to mortgage or encumber (such terms to include a deed of trust) this right-of-way, or any interest therein subject to the terms of this right-of-way grant so long as the remedy of the Mortgagee is limited to assuming the interest of Grantee herein. Such right shall be subject to the condition that within ten (10) days following the execution of such mortgage or encumbrance, Grantee shall provide Grantor with written notice thereof, which shall include the identity, address and telephone number of the mortgagee or holder of such encumbrance, the date upon which such mortgage or encumbrance was made, and the interest mortgaged or encumbered. The same shall apply to all mortgages or encumbrances, successive or otherwise, respecting said right-of-way, or any interest therein. Noncompliance with any provision of this paragraph 28 shall render any attempted mortgage or encumbrance of such right-of-way, or any interest therein, null and void.

29. In the absence of force majeure, should the pipeline not be constructed and completed within the right-of-way herein granted within two (2) years from date hereof, or should Grantee fail to operate and maintain the pipeline during any continuous period of thirty-six (36) months, the right-of-way shall be considered abandoned. Such right-of-way shall thereupon be forfeited and revert to Grantor or to his successor in interest in the surface of said land. Grantee at its expense shall

thereupon remove the pipeline and appurtenances and restore the surface of said land to its preconstruction condition unless otherwise mutually agreed by the parties. Grantee shall thereupon execute and deliver a quitclaim of all rights gained hereunder to the Grantor or to his successor in interest in the surface of the land. Should such quitclaim not be forthcoming within twenty (20) days of demand therefor, legal action to enforce such abandonment and reversion may be instituted by and on behalf of Grantor or his successor in interest in the surface of the land.

30. If Grantee defaults or fails in the performance of any obligation undertaken by Grantee herein, or violates any provision hereof, Grantor shall give written notice thereof to Grantee specifying the nature of the breach and requiring performance or cure thereof.

If within a period of ten (10) days commencing with the time of personal delivery or mailing of such notice to Grantee, Grantee either (a) fails to cure such default when such time is sufficient to do so, or (b) when such time be insufficient to fully cure such default, then within such ten (10) day period, Grantee fails to commence to cure such default, by proceeding with all due diligence and without interruption to cure the same, using its best efforts to do so, then in either case and at the end of such ten (10) day period, Grantor may either:

- 1) Avail himself of any legal or equitable remedy to be afforded by filing suit in a Court of competent jurisdiction in the County of Santa Barbara, including but not limiting the same to the remedies of declaratory relief, specific performance, injunction or damages, or any combination thereof; or
- 2) Proceed to cure such breach at his own expense, and thereupon furnishing Grantee with a written statement of his out of pocket expense so incurred in connection therewith. Grantee shall then be obligated to pay Grantor three (3) times such out of pocket expense within fifteen (15) days of the date of giving or mailing such notice to Grantee. Failing in such payment, Grantor may file an action for damages in the above Court to collect such triple damages, together with interest on such tripled sum so billed at the legal rate from the date of giving or mailing of such statement to Grantee.

31. It is understood and agreed that the privileges herein given and granted are subordinate and subject to all valid and existing licenses, leases, grants, exceptions and reservations affecting the above described premises.

32. The terms hereof are conditions. Should any term be determined to be invalid, the remaining provisions shall remain in force.

33. Each party shall execute this agreement. The same may be executed in counterparts. It shall be binding upon each party executing the same or any counterpart thereof.

34. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

35. As written, this agreement, which comprises pages 1 to 7 inclusive, covers the entire agreement between the parties. No other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof, and the person obtaining this agreement on behalf of either party has no authority to make any promise, agreement or representation not expressly set for herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the 23rd day of December, 1986.

WITNESS:

John Ghelfi
John Ghelfi

GRANTOR:

Maria Bazzi
Maria Bazzi, Individually and as Trustee under the Last Will and Testament of Abbondio Bazzi
Angelina Bazzi Daniels
Angelina Bazzi Daniels, Individually and as Trustee under the Last Will and Testament of Abbondio Bazzi
Martha Bazzi Marsanga
Martha Bazzi Marsanga, Individually and as Trustee under the Last Will and Testament of Abbondio Bazzi

GRANTEE:

CELERON PIPELINE COMPANY OF CALIFORNIA,
A Delaware Corporation

BY: Richard Gilbert
Richard Gilbert - Agent

BY: _____

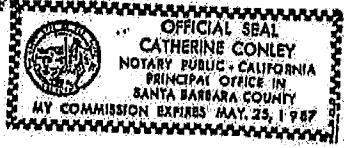
STATE OF CALIFORNIA)
COUNTY OF Santa)
Barbara)

On December 23, 1986 before me, the undersigned a Notary Public in and for said County and State, personally appeared

MARIA BAZZI,
personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same Individually and as Trustee under the Last Will and Testament of Abbondio Bazzi.

WITNESS my hand and official seal.

Catherine Conley
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



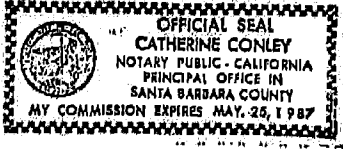
STATE OF CALIFORNIA)
COUNTY OF Santa)
Barbara)

On December 23, 1986 before me, the undersigned a Notary Public in and for said County and State, personally appeared

ANGELINA BAZZI DANIELS,
personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same Individually and as Trustee under the Last Will and Testament of Abbondio Bazzi.

WITNESS my hand and official seal.

Catherine Conley
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



STATE OF CALIFORNIA)
)
COUNTY OF Santa)
)
 Barbara)

On December 23, 1986 before me, the undersigned a Notary Public in and for said County and State, personally appeared

MARTHA BAZZI MARSANGO, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same Individually and as Trustee under the Last Will and Testament of Abbondio Bazzi.

WITNESS my hand and official seal.

Catherine Conley
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



STATE OF CALIFORNIA)
)
COUNTY OF) SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

STATE OF CALIFORNIA)
)
COUNTY OF Kern) SS.

On December 29, 1986 before me, the undersigned, a
Notary Public in and for said State, personally appeared _____
Richard Gilbert

personally known to me or proved to me on the basis of satisfactory evidence to be the
person who executed the within instrument as the _____

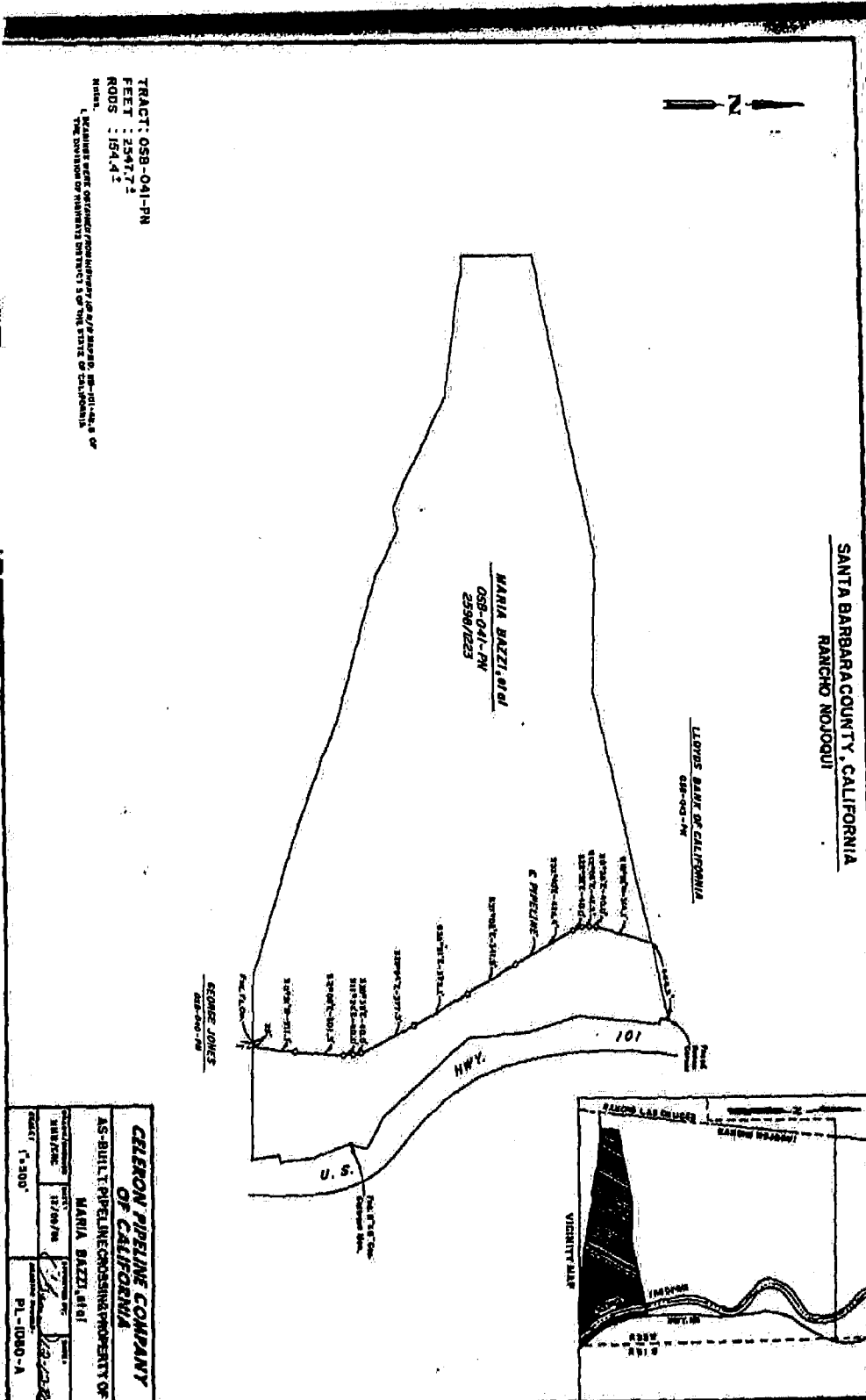
Agent for Celeron Pipeline Company of California
of the Corporation that executed the within instrument, and acknowledged to me that
such corporation executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal.



James G. Peacock
NOTARY PUBLIC IN AND FOR THE STATE OF
CALIFORNIA

Exhibit "A"



TRACT: OSB-041-PN
 FEET : 2547.2
 RODS : 154.41
 AREA :
 1. EXAMINE WITH APPROPRIATE PROFESSIONAL ENGINEER, SURVEYOR OR
 ARCHITECT FOR CONFORMANCE WITH THE STATE OF CALIFORNIA

CERON PIPELINE COMPANY
OF CALIFORNIA
 AS-BUILT PIPELINE CROSSING DOCUMENT OF
 MARIA BAZZI, et al
 SCALE: 1"=500'
 PL-1000-A

EXHIBIT "B"

98.2
M.G.M.

That portion of the De La Vega Rancho, in the County of Santa Barbara, State of California, more particularly described by metes and bounds as PARCEL ONE in Decree of Final Distribution in the Estate of Abbondio Bazzi, Deceased, filed to Cause No. 102136 in the Superior Court of the State of California for the County of Santa Barbara, a certified copy of said Decree being recorded in Book 2598, Page 1223 of the Official Records in the office of the County Recorder, Santa Barbara County, State of California.

M.B.

EXHIBIT 6

KENNETH L. BETTIT
CLEVERLY

SANTA BARBARA CO. CA.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:

ALL AMERICAN PIPELINE COMPANY
6840 District Blvd.
Bakersfield, CA 93313
ATTN: RIGHT-OF-WAY DEPARTMENT

1987-005710

1987 JAN 23 AM 11: 27

1	1/23/87	6.00	RE
2	1/23/87	1.00	RE
3	1/23/87	4.00	AU
30	1/23/87	19.80	UN

DOCUMENTARY TRANSFER TAX \$ 19.80 UN

Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining thereon of time of sale.

Kenneth L. Bettit
Signature of declarant or agent determining tax - firm name

R-06/24/86
Tract No. OSB-067-PN
County of Santa Barbara
State of California
Draft No. 0-0762
0-0761

RIGHT-OF-WAY GRANT

For and in consideration of the sum of Seventeen Thousand Nine
Hundred Eighty Five and 00/100 dollars (\$ 17,985) and other good and
valuable consideration, to the undersigned the receipt and sufficiency of which is
hereby acknowledged, Grantor herein, hereby grants unto CELERON PIPELINE COMPANY OF
CALIFORNIA, a Delaware corporation, whose address is 1321 Stine Road, Suite B-1,
Bakersfield, California, 93309, Grantee herein, its successors and assigns, a
right-of-way and easement, with the right of ingress and egress,

1) to lay, maintain, operate, repair, replace, alter, change the size of, and
remove one pipeline and appurtenances thereto, for the transportation of oil, gas,
water, and other substances, including but not limited to devices for controlling
electrolysis for use in connection with said pipeline, and,

2) to lay, maintain, operate, repair, replace, alter, change the size of, and
remove a communications cable, associated equipment and appurtenances thereto for
telecommunications transmissions, including but not limited to voice, data and
information transmissions,

on, over, through, under and across that certain parcel of land situated in the
unincorporated area of the County of Santa Barbara, State of California,
described as follows:

That portion of Lots Three (3) and Four (4) as laid down and
numbered on the plat of the partition survey of the Rancho
Tinaquic annexed to and made a part of the Final Decree of
Distribution and Partition in the Matter of the Estate of
William D. Foxen, Deceased, made and entered in the Probate
Court of the County of Santa Barbara, State of California, March
20th, 1875, and recorded in the Office of the County Recorder of
said County in Book "O" of Deeds, Page 209, et seq., and being
the same land described in Decree of Judgment dated February 25,
1972 in the Matter of the Estate of Natale Livio Giorgi, also
known as Natale Giorgi, Deceased, and recorded in Book 2389,
Page 229 of the Official Records in the Office of the County
Recorder, Santa Barbara County, State of California, which lies
Northerly of the existing centerline of Foxen Canyon Road.

This right-of-way and easement shall have a permanent width of thirty (30) feet
except during construction when an additional seventy (70) feet will be required. The
Centerline of the Permanent Right-of-Way and Easement herein granted is more
particularly described by "Exhibit A" attached hereto and made a part hereof.

Grantee shall, at the time of construction, bury the pipeline and communications cable to a depth of at least thirty six (36) inches below the surface of the ground, except that where rock is encountered Grantee shall bury the pipeline and communications cable to a depth of at least twenty four (24) inches below the surface. Grantee shall pay for all damages to growing crops, trees, fences and timber on said land which may be caused by the exercise of the rights granted hereunder, provided that after the pipeline has been constructed, Grantee shall not be liable for damages caused by keeping the right of way area clear of trees, undergrowth, brush and obstructions.

Grantee may lay said pipeline and communications cable along and across adjacent roads and streets insofar as the interests of the Grantor extend herein.

Upon completion of the pipeline and communications cable, Grantee shall, as soon as reasonably possible, fully restore and level the surface of the land to the same condition as the land was in prior to any such operations as is reasonably possible.

Any payment provided hereunder (including the additional payment) may be made by check or draft, either directly or by mail to Grantor, or to _____

who is hereby appointed agent and authorized to receive and give receipt for such payment. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or said agent. No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such a change. If two or more persons are entitled to receive any payment hereunder (including said additional payment), the proportionate part of such payment to which each person is entitled may be made to such person or his agent separately as provided above. The payment tendered to such person or his agent of his portion of such payment shall maintain this agreement as to such person and interest in the above-described land.

~~Grantor reserves the right to use and enjoy said land except as may be necessary for the purposes herein granted; provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said right-of-way and easement and shall not change the grade over any pipeline and/or communications cable constructed hereunder.~~

Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions, or suits (including reasonable costs and expenses incident thereto) for or on account of injuries to persons or property of others arising out of the laying, maintaining, operations of, changes in, alterations to or removal of Grantee's pipeline, or in otherwise exercising the rights herein granted, excluding claims, demands, actions, or suits for or on account of injuries to persons or damages to property as a result, in part or wholly, of Grantor's negligence.

Nothing herein shall be construed to prevent Grantor, its successors or assigns, from constructing any desired streets or utility lines over and/or through and across the lands embraced by the easement herein granted, provided that in no event shall any such installation be constructed within the easement area that would interfere with Grantee's use, installations or ingress and egress rights. Grantor shall notify Grantee, in writing, at least ninety (90) days prior to construction of said streets or utility lines.

Nothing herein shall be construed or deemed as permitting the construction or placement by Grantee of any pipeline, cable, appurtenances thereto or any other equipment or device whatsoever upon the surface of the land, except markers, vent pipes and/or test leads which shall be located at roads, fences or property lines if installed.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement is evidenced by Grantee's payment to Grantor of the consideration first recited above.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right of way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created hereunder.

This agreement, as written, covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any promise, agreement or representation not expressly set forth herein.

IN WITNESS WHEREOF, This instrument is executed this 22nd day of July, 1986.

WITNESS:
Roger Chaffin
Roger Chaffin

GRANTOR:
Josephine Giorgi
Josephine Giorgi, Individually and as Trustee of the Natale Giorgi Trust
Albert V. Giorgi
Albert V. Giorgi, as Trustee of the Natale Giorgi Trust

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) SS.

On July 22nd, 1986 before me, the undersigned a Notary Public in and for said County and State, personally appeared Josephine Giorgi, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her individual capacity and as Trustee of the Natale Giorgi Trust.

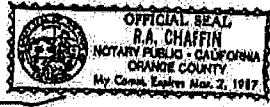
WITNESS my hand and official seal.
R.A. Chaffin
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) SS.

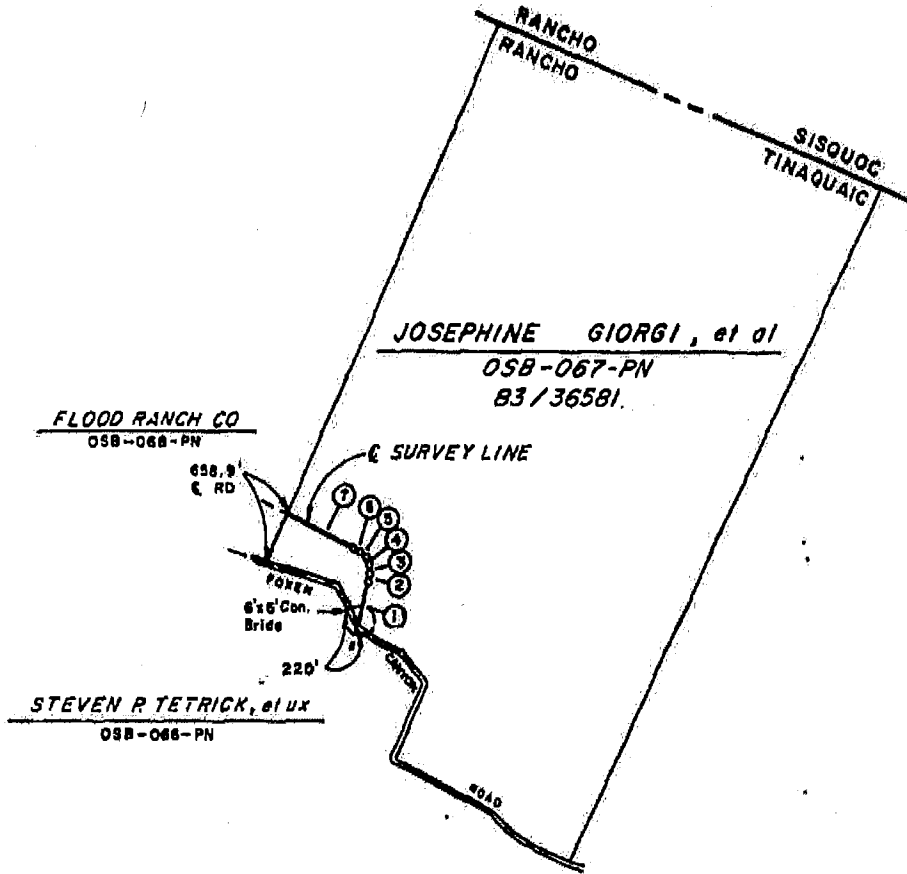
On July 22nd, 1986 before me, the undersigned a Notary Public in and for said County and State, personally appeared Albert V. Giorgi, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as Trustee of the Natale Giorgi Trust.

WITNESS my hand and official seal.
R.A. Chaffin
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



SANTA BARBARA COUNTY, CALIFORNIA
 RANCHO TINAQUAIC

EXHIBIT "A"



- ① N 13° 20' E - 613.8'
- ② N 01° 43' E - 40.0'
- ③ N 09° 55' W - 40.0'
- ④ N 21° 32' W - 40.0'
- ⑤ N 33° 09' W - 40.0'
- ⑥ N 44° 48' W - 40.0'
- ⑦ N 56° 24' W - 984.7'

TRACT: OSB-067-PN
 FEET : 1798.5 ±
 RODS : 109.0 ±
 NOTES

- 1 Refer to Field Book O-012, Pgs. 21 - 22 For Survey Notes.
- 2. Bearings were obtained from Caltrans R/W Map for SB-101 at Post Mile 65.3

NO.	DATE	REVISED PROPERTY OUTLINE	REVISION	BY
1	05/09/86	REVISED PROPERTY OUTLINE		MMM
CELERON PIPELINE COMPANY OF CALIFORNIA				
PROPOSED PIPELINE CROSSING PROPERTY OF JOSEPHINE GIORGI, et al				
DRAWN/CHECKED:	DATE:	APPROVED BY:	DATE	
MMM / CRC	05/09/86	J.F.O.	5/9/86	
SCALE:	DRAWING NUMBER:			
1" = 2000'	PL - 1076			

EXHIBIT 7

KENNETH A. PETTIT
CLERK RECORDER
1988-013274

SANTA BARBARA CO. CA.
1988 MAR -4 AM 11:53

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
ALL AMERICAN PIPELINE COMPANY
5600 MING AVENUE, SUITE 300
BAKERSFIELD, CALIFORNIA 93309
ATT: RIGHT-OF-WAY DEPARTMENT

DOCUMENTARY TRANSFER TAXES - 0 - 5
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining on property at time of sale.
Celeron Pipeline Co., California
Signature of declarant or agent (to determine tax liability)

TRACT NO: 05B-0674PN
COUNTY OF: SANTA BARBARA
STATE OF: CALIFORNIA

CORRECTION RIGHT-OF-WAY GRANT

THAT WHEREAS, by Right-of-Way Grant dated July 22, 1986 and recorded in the Official Records of the County Recorder of Santa Barbara County, State of California, on January 23, 1987 under File No. 1987-005710, JOSEPHINE GIORGI and ALBERT V. GIORGI (Grantor) granted to CELERON PIPELINE COMPANY OF CALIFORNIA (Grantee) a permanent right-of-way and easement thirty (30) feet in width for the purpose, among other things, of constructing, operating, and maintaining one pipeline and communications cable on, over, through, under, and across certain lands situated in Santa Barbara County, State of California, and hereinafter more particularly described;

WHEREAS, it is questionable as to the correctness of the capacity in which the Grantors executed and acknowledged the Right-of-Way Grant and, therefore, Grantee desires that the Grantors re-execute and re-acknowledge this Correction Right-of-Way Grant in their capacity as hereinafter provided;

NOW THEREFORE, Josephine Giorgi, Individually and as Trustee under the Will of Natale L. Giorgi, Deceased, and Albert V. Giorgi, Trustee under the Will of Natale L. Giorgi, Deceased (herein called Grantor), for and in consideration of the sum of One and no/100 Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto CELERON PIPELINE COMPANY OF CALIFORNIA, a Delaware Corporation, its successors and assigns (herein called Grantee), a right-of-way and easement with the right of ingress and egress;

1) to lay, maintain, operate, repair, replace, alter, change the size of, and remove one pipeline and appurtenances thereto for the transportation of oil, gas, water, and other substances including but not limited to devices for controlling electrolysis for use in connection with said pipeline; and

2) to lay, maintain, operate, repair, replace, alter, change the size of, and remove a communications cable, associated equipment, and appurtenances thereto for telecommunications transmissions, including but not limited to voice, data and information transmissions;

on, over, through, under and across that certain parcel of land situated in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

That portion of Lots Three (3) and Four (4) as laid down and numbered on the plat of the partition survey of the Rancho Tinaquaic annexed to and made a part of the Final Decree of Distribution and Partition in the Matter of the Estate of William D. Foxen, Deceased, made and entered in the Probate Court of the County of Santa Barbara, State of California, March 20th, 1875, and recorded in the Office of the County Recorder of said County in Book "0" of Deeds, Page 209, et seq.,

and being the same land described in Decree of Judgment dated February 25, 1972 in the Matter of the Estate of Natale Livio Giorgi, also known as Natale Giorgi, Deceased, and recorded in Book 2389, Page 229, of the Official Records in the Office of the County Recorder, Santa Barbara County, State of California, which lies Northerly of the existing centerline of Foxen Canyon Road.

This right-of-way and easement shall have a permanent width of thirty (30) feet except during construction when an additional seventy (70) feet will be required. The Centerline of the Permanent Right-of-Way and Easement herein granted is more particularly described by "Exhibit A" attached hereto and made a part hereof.

Grantee shall, at the time of construction, bury the pipeline and communications cable to a depth of at least thirty-six (36) inches below the surface of the ground, except that where rock is encountered Grantee shall bury the pipeline and communications cable to a depth of at least twenty four (24) inches below the surface. Grantee shall pay for all damages to growing crops, trees, fences, and timber on said land which may be caused by the exercise of the rights granted hereunder, provided that after the pipeline has been constructed, Grantee shall not be liable for damages caused by keeping the right-of-way area clear of trees, undergrowth, brush, and obstructions.

Grantee may lay said pipeline and communications cable along and across adjacent roads and streets insofar as the interests of the Grantor extend herein.

Upon completion of the pipeline and communications cable, Grantee shall, as soon as reasonably possible, fully restore and level the surface of the land to the same condition as the land was in prior to any such operations as is reasonably possible.

Any payment provided hereunder (including the additional payment) may be made by check or draft, either directly or by mail to Grantor, or to who is hereby appointed agent and authorized to receive and give receipt for such payment. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or said agent. No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such a change. If two or more persons are entitled to receive any payment hereunder (including said additional payment), the proportionate part of such payment to which each person is entitled may be made to such person or his agent separately as provided above. The payment tendered to such person or his agent of his portion of such payment shall maintain this agreement as to such person and interest in the above-described land.

Grantor reserves the right to use and enjoy said land except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed, any house, structure, reservoir, or other obstruction or excavation on, over, or within said right-of-way and easement and shall not change the grade over any pipeline and/or communications cable constructed hereunder.

Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions, or suits (including reasonable costs and expenses incident thereto) for or on account of injuries to persons or property of others arising out of the laying, maintaining, operations of, changes in, alterations to, or removal of Grantee's pipeline or in otherwise exercising the rights herein granted excluding claims, demands, actions, or suits for or on account of injuries to persons or damages to property as a result, in part or wholly, of Grantor's negligence.

Nothing herein shall be construed to prevent Grantor, its successors or assigns, from constructing any desired streets or utility lines over and/or through and across the lands embraced by the easement herein granted, provided that in no event shall any such installation be constructed within the easement area that would interfere with Grantee's use, installations, or ingress and egress rights. Grantor shall notify Grantee, in writing, at least ninety (90) days prior to construction of said streets or utility lines.

Nothing herein shall be construed or deemed as permitting the construction or placement by Grantee of any pipeline, cable, appurtenances thereto or any other equipment or device whatsoever upon the surface of the land except markers, vent pipes, and/or test leads which shall be located at roads, fences, or property lines if installed.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement is evidenced by Grantee's payment to Grantor of the consideration first recited above.


The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created hereunder.

This agreement, as written, covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to, or changing the terms hereof or inducing the execution hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any promise, agreement, or representation not expressly set forth herein.

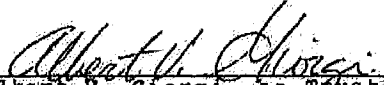
This is a Correction Right-of-Way Grant, given and accepted as such in substitution for such earlier Right-of-Way Grant of July 22, 1986, recorded under File No. 1987-005710 in the Official Records of the County Recorder of Santa Barbara County, California, and it shall be effectual as of, and retroactive to, such date.

IN WITNESS WHEREOF, this instrument is executed this 15th day of January, 1988.

WITNESS:


GRANTOR:

Josephine Giorgi, Individually
and as Trustee under the Will
of Natale L. Giorgi, Deceased

WITNESS:


Albert V. Giorgi, as Trustee
under the Will of Natale L.
Giorgi, Deceased

STATE OF CALIFORNIA)
) SS.
COUNTY OF KERN)

On January 15, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared GARY L. CHAMBERS, personally known to me to be the person whose name is subscribed to the within instrument, or proved to be such by the oath of a credible Witness who is personally known to me, as being the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this Witness resides in Bakersfield, California, and that said Witness was present and saw JOSEPHINE GIORGI, personally known to said Witness to be the same person described in and whose name is subscribed to the within and annexed instrument, Individually and as Trustee under the Will of NATALE L. GIORGI, Deceased, thereto, executed and delivered the same, and that affiant subscribed his name to the within instrument as a Witness.

WITNESS my hand and official seal.



Melody A. Tyler
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

STATE OF CALIFORNIA)
) SS.
COUNTY OF KERN)

On January 15, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared GARY L. CHAMBERS, personally known to me to be the person whose name is subscribed to the within instrument, or proved to be such by the oath of a credible Witness who is personally known to me, as being the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this Witness resides in Bakersfield, California, and that said Witness was present and saw ALBERT V. GIORGI, personally known to said Witness to be the same person described in and whose name is subscribed to the within and annexed instrument, as Trustee under the Will of NATALE L. GIORGI, Deceased, thereto, executed and delivered the same, and that affiant subscribed his name to the within instrument as a Witness.

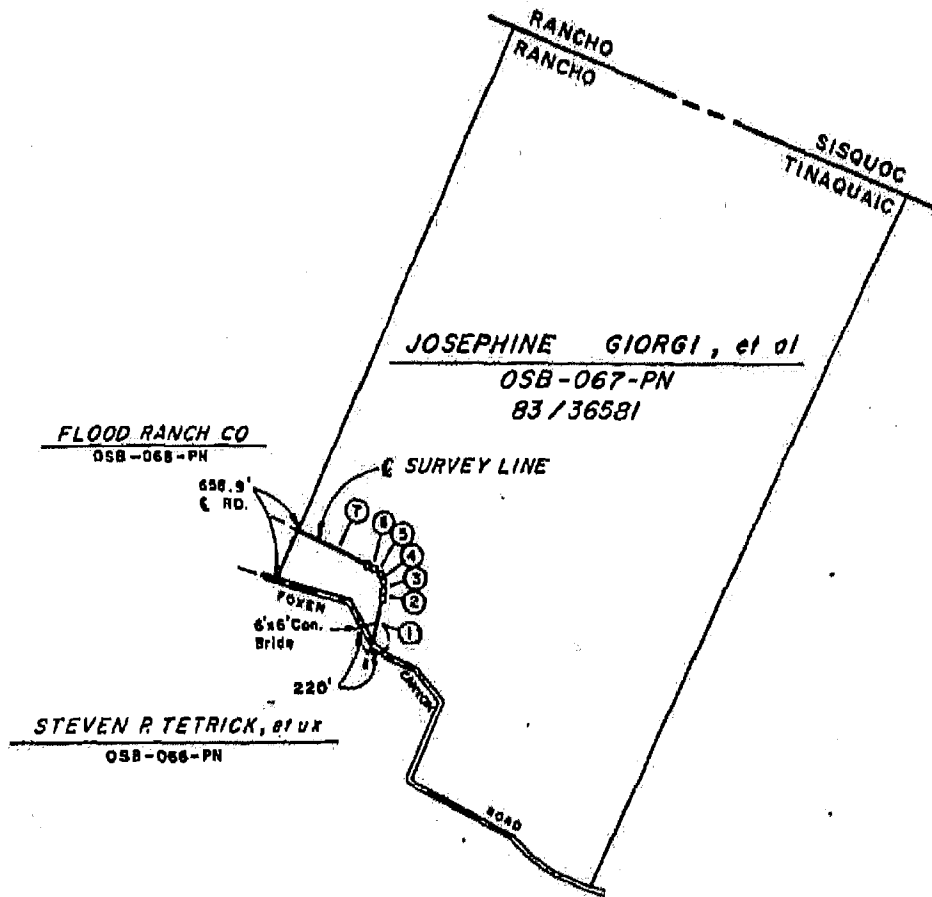
WITNESS my hand and official seal.



Melody A. Tyler
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

SANTA BARBARA COUNTY, CALIFORNIA
 RANCHO TINAQUAIC

EXHIBIT "A"



- ① N 13° 20' E - 613.0'
- ② N 01° 43' E - 40.0'
- ③ N 09° 55' W - 40.0'
- ④ N 21° 32' W - 40.0'
- ⑤ N 33° 09' W - 40.0'
- ⑥ N 44° 46' W - 40.0'
- ⑦ N 56° 24' W - 984.7'

TRACT: OSB-067-PN
 FEET : 1798.5 ±
 RODS : 109.0 ±
 NOTES:

- 1. Refer to Field Book O-012, Pgs. 21 - 22 for Survey Notes.
- 2. Bearings were obtained from Caltrans R/W Map for SB-101 at Foot Hill 65.3

1	5/09/86	REVISED PROPERTY OUTLINE	MMM
NO.	DATE	REVISION	BY
CELERON PIPELINE COMPANY OF CALIFORNIA			
PROPOSED PIPELINE CROSSING PROPERTY OF JOSEPHINE GIORGI, et al			
DRAWN/CHECKED:	DATE:	APPROVED BY:	DATE
MMM / CRC	05/09/86	T.F.D	5/9/86
SCALE:		DRAWING NUMBER:	
1" = 2000'		PL - 1076	

EXHIBIT 8

H.C. MENZEL CLERK RECORDER

SANTA BARBARA CO. CA.

WHEN RECORDED MAIL TO:

3 1984-062027

1984 NOV 16 PM 12:55

ALL AMERICAN PIPELINE CO.
1321 STINE RD., STE. B-1
BAKERSFIELD, CA. 93309

ATTN: MR. RICHARD GILBERT 8.25

DOCUMENTARY TRANSFER TAXES
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining thereon at time of sale.

9 11/16/84 8.00 RE
18 11/16/84 8.25 UN

Richard Gilbert
Signature of declarant or agent determining tax - firm name

RIGHT-OF-WAY GRANT

R-9/10/84
Tract No. OSB-084-PN
County of Santa Barbara
State of California
Draft No. 0051

For and in consideration of the sum of FIVE HUNDRED Dollars (\$7500.00) and SEVEN THOUSAND other good and valuable consideration, to the undersigned the receipt and sufficiency of which is hereby acknowledged, Grantor herein, hereby grants unto CELERON PIPELINE COMPANY OF CALIFORNIA, a Delaware corporation, whose address is 1321 Stine Road, Suite B-1, Bakersfield, California, 93309, Grantee herein, its successors and assigns, a right of way and easement, with the right of ingress and egress,

1) to survey, lay, maintain, operate, repair, replace, alter, change the size of, and remove one pipeline and appurtenances thereto for the transportation of oil, gas, water and other substances, including but not limited to devices for controlling electrolysis for use in connection with said pipeline, and to lay, construct, maintain, operate, repair, replace, alter and remove telephone and power lines and appurtenances thereto, and

2) to survey, lay, maintain, operate, repair, replace, alter, change the size of, and remove a communications cable, associated equipment and appurtenances thereto for telecommunications transmissions, including but not limited to voice, data, and information transmissions,

on, over, through, under and across that certain parcel of land situated in the County of Santa Barbara, State of California, described as follows:

The West half, and the West half of the East half of Section 13, Township 11 North, Range 32 West, San Bernardino Base and Meridian, EXCEPTING therefrom that portion of said land lying northerly and northwesterly of the southerly line of State Highway No. 166 and also excepting therefrom that portion of said land lying southwesterly of the center line of Tepusquet Road.

The North half of the North half of the Northwest 1/4; and the North half of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 11 North, Range 32 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, EXCEPTING therefrom that portion of said land lying Westerly and Southwesterly of the center line of Tepusquet Road.

Grantee to provide Grantor with as built plat of the pipeline location upon completion of construction.

Prior to commencement of the actual construction of the pipeline hereunder, Grantee shall pay to Grantor the sum of _____ Dollars (\$ _____) (called "additional payment"), which sum, together with the consideration first recited above, shall constitute the full consideration for the right of way and easement herein granted; provided, however, that Grantee is not obligated to construct said pipeline hereunder or to make the additional payment unless Grantee elects to do so. If the additional payment is not made to Grantor prior to the expiration of one (1) year from the date hereof, this right of way and easement shall terminate.

Deleted
11-1-84
RJD
DMD
EJJA

Grantee agrees that the only above-ground appurtenances will be markers, vent pipes and electrolysis test station posts which shall be located at fence lines or property lines, if installed.

This right of way and easement shall have a temporary width as necessary to construct the pipeline but not to exceed one hundred (100) feet which width shall revert to a permanent width of fifty (50) feet upon completion of construction of the pipeline.

Grantee shall, at the time of construction, bury the pipeline and communications cable to a depth of at least thirty six (36) inches through cultivated lands. Grantee shall pay for all damages to growing crops, trees, fences and timber on said land which may be caused by the exercise of the rights granted hereunder, provided that after the pipeline has been constructed, Grantee shall not be liable for damages caused by keeping the right of way area clear of trees, undergrowth, brush and obstructions.

Grantee may lay said pipeline, telephone, power lines or communications cable along and across adjacent roads and streets insofar as the interests of the Grantor extend herein.

Upon completion of the pipeline, telephone, power lines, and communications cable, Grantee shall, as soon as reasonably possible, fully restore and level the surface of the land to the same condition as the land was in prior to any such operations as is reasonably possible.

Delete
11-1-84
RSS
DMW
E. J. J.

~~Any payment provided hereunder (including the additional payment) may be made by check or draft, either directly or by mail to Grantor, or to who is hereby appointed agent and authorized to receive and give receipt for such payment. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or said agent. No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such a change. If two or more persons are entitled to receive any payment hereunder (including said additional payment), the proportionate part of such payment to which each person is entitled may be made to such person or his agent separately as provided above. The payment tendered to such person or his agent of his portion of such payment shall maintain this agreement as to such person and interest in the above described land.~~

~~Grantor reserves the right to use and enjoy said land except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, paving, reservoir or other obstruction or excavation on, over or within said right of way and easement and shall not change the grade over any pipeline and/or communications cable constructed hereunder.~~

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement is evidenced by Grantee's payment to Grantor of the consideration first recited above.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right of way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created hereunder.

This agreement, as written, covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any promise, agreement or representation not expressly set forth herein.

IN WITNESS WHEREOF, This instrument is executed this First day of NOVEMBER, 1984.

WITNESSES:

Robert J. Anderson

GRANTOR

D.M. Wilson
D.M. Wilson

Eleanor D. Wilson
Eleanor D. Wilson

STATE OF CALIFORNIA

COUNTY OF Los Angeles }

SS.

On November 1, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared D.M. Wilson and Eleanor D. Wilson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Geneine E. Bennett
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

EXHIBIT 9

TEMPORARY PROPERTY ACCESS AND REMEDIATION AGREEMENT

This Temporary Property Access and Remediation Agreement (“**Agreement**”) is made and entered into by Grey Fox, LLC, a California limited liability company, successor in interest to MAZ Properties, Inc., a California corporation (“**Owner**”), and Plains Pipeline, L.P., a Texas limited partnership (“**Plains**”) (sometimes, individually a “**Party**” and collectively, the “**Parties**”), and shall be effective as of May 19, 2015 (“**Effective Date**”).

In consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Right of Entry. On May 19, 2015, an accidental release of crude oil occurred on Plains’ Line 901 in Santa Barbara, County (the “**Event**”). Upon the terms and subject to the conditions set forth in this Agreement, Owner does hereby grant to Plains and its employees, representatives, officers, contractors, consultants and agents (collectively, “**Plains’ Representatives**”) a temporary, nonexclusive, right to enter upon such portion of the Owner’s property identified in **Exhibit A** attached hereto (the “**Property**”), to conduct sampling and remediation, including related field activities to collect soil, water, building material or other samples, to perform excavation, backfill, removal, and restoration before and after demobilization, to stage and operate equipment, as necessary to achieve compliance with the terms of this Agreement and to fully remediate damage to the Property resulting from the Event (collectively, the “**Work**”). During the term of this Agreement, Owner also grants access to local, state, and federal agencies for the performance of oversight of the Work as further provided in the Order for Removal, Mitigation or Prevention of a Substantial Threat of Oil Discharge (Order No. 2015-01-FPN A15017)(Paragraph 30). Any other required access desired by Plains or required by local, state or federal agencies relating to the Event and/or the Work shall require Owner’s prior written approval.

Except in the event of an emergency, in connection with any entry by Plains or Plains’ Representatives onto the Property, Plains shall give Owner at least one (1) business day prior written notice of such entry, and shall allow a representative of Owner to be present during all such inspections. Plains and Plains’ Representatives shall conduct any and all activities at the Property so as to: (i) not cause any damage or destruction at the Property; (ii) minimize any interference with the operations of Owner; (iii) reasonably protect and preserve the Property and every part thereof; and (iv) not bring or otherwise import onto the Property any contaminated materials or contaminated soil (materials or soil that exceed the Stipulated Remediation Level as that term is defined in section 7 below). Completion of the Work for purposes of this Agreement shall be determined by confirmatory soil sampling demonstrating that all contaminated soil from the Event or the Work have either been removed or remediated to the Stipulated Remediation Level as set forth in section 7 “Extent and Scope of Remediation” of this Agreement. Owner represents and warrants that it has full lawful authority to grant access to the Property for the purposes described in this Agreement. Plains represents and warrants that it has full and lawful authority to accept access to the Property for the purposes described in this Agreement.

The Parties anticipate that Plains will require physical access to and/or use of the Property from and after completion of the Work and demobilization to conduct limited post work activities, as necessary (“**Post Work Activities**”). The rights and obligations applicable to the Work under this Agreement shall be applicable to Post Work Activities.

2. Soils Storage. No contaminated soil excavated or removed as part of Grantee's remediation operation arising from the Event shall be stored anywhere on Owner's property beyond after the termination of this Agreement. No contaminated soils or other contaminated materials arising from the Plains clean-up operation occurring off of Owner's Property shall be brought onto Owner's Property for any purpose.

3. Term. This Agreement shall be deemed effective as of the Effective Date irrespective of the date of execution by the Parties and shall continue in effect until completion of the Work as set forth in section 1 above, pursuant to the provisions hereof and including obtaining final approvals from all applicable governmental agencies, unless this Agreement is modified by mutual written agreement of the Parties.

4. Documents. Plains shall promptly comply with Owner's requests to provide copies of any records, reports, documents, photographs, video recordings, and/or other information (including records, reports, documents, and other information in whatever form they are kept) that Plains provides to or receives from the Unified Command relating to the performance and completion of the Work.

5. Conduct of Work; Permits and Approvals; Compliance with Laws. The Work shall be performed at Plains' sole cost and expense and shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations (the "**Applicable Law**") and the provisions of this Agreement. Plains and Plains' Representatives shall keep the Property reasonably free from debris and rubbish that may result from the performance of the Work. Plains and Plains' Representatives shall also, at their own cost and expense, obtain all permits and governmental approvals necessary for it to perform the Work and comply with Applicable Law.

6. Restoration. Plains shall, promptly upon completion of the activities authorized by this Agreement, restore, repair and replace any construction, destruction, or damage to the Property arising out of or related to the Work to the same condition which existed prior to the Work and consistent with the requirements of Applicable Law and section 7 of this Agreement. This shall include, but not be limited to, restoring the site to its original grade seeded with a mixture approved by Owner, and the site's historic drainage pattern(s) as determined by Owner in the exercise of reasonable discretion.

7. Extent and Scope of Remediation. Plains shall remove from the Property and transport to an approved disposal site any material contaminated from the Event or from the Work that has not been remediated to the State Water Resources Control Board – San Francisco Regional Board's residential ESLs for TPH and other compounds ("**Stipulated Remediation Level**"). The removal of contaminated materials shall include any and all crude oil released from the Event into the storm drain systems on the Property, together with the removal of any storm drain improvements that cannot be remediated to the Stipulated Remediation Level. After such removal, Plains shall conduct confirmatory sampling consistent with the requirements of Applicable Law and this Agreement, and under the schedule mandated by Unified Command, which demonstrates that all contaminated materials from the Event or the Work have been either removed or remediated to the Stipulated Remediation Level.

8. Indemnity. To the fullest extent permitted by law Plains shall protect, indemnify, defend and hold harmless the Owner and Owner's subsidiaries, partners, members, participants, and affiliates, and the officers, directors, shareholders, employers, agents, representatives, contractors, and invitees of all of the foregoing, and the heirs, executors, successors and assigns of all of the

foregoing (collectively, "**Owner's Parties**") harmless from and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever (including, without limitation, reasonable attorneys' and experts' fees) (collectively "**Claims**") arising out of or relating to any physical harm, physical or property damage or personal injury or death (collectively "**Damages**") caused by: 1) performance of the Work and/or 2) the Event and release of crude oil from the pipeline on the Property, excluding Claims arising out of or relating to Damages caused by the sole or gross negligence of Owner's Parties. The foregoing indemnity shall survive the termination of this Agreement.

9. Insurance. Plains agrees to obtain and/or maintain at its own cost and expense liability insurance in the sum of not less than one million dollars (\$1,000,000) for each occurrence and not less than two million dollars (\$2,000,000) combined limit and provide proof of such coverage to Owner.

10. Use Fee. Plains agrees to pay Owner Five Thousand Five Hundred Dollars (\$5,500) per day for use of the Property to complete the Work commencing from the Effective Date until completion of the Work, demobilization (removal of equipment from the Property) and physical vacation of the Property by Plains and others responding to the Event (the "Use Fee").

Plains shall pay Owner the Use Fee for each day that Post Work Activities are conducted on the Property, and/or access beyond that authorized in the easement referred in section 13 below is required. Plains shall not pay any Use Fee for any Post Work Activities that are conducted entirely in or on the pipeline right of way on the Property, as described in section 13, and no additional access is required. For all other Post Work Activities, Plains shall provide Owner with a minimum of 24 hours prior written notice before accessing the Property.

Plains shall pay this Use Fee to the Owner on a monthly basis for each day that the Work or the Post Work Activities occur. Each monthly payment shall be made by Plains to Owner no later than the third day of the succeeding month. Notwithstanding such payment, the Parties are not in agreement as to the monetary value for the use of the Property by Plains as contemplated in this Agreement, and both Parties are reserving all of their rights on the question of the reasonable value of the use of the Property by Plains to complete the Work for the period of time that the Work and Post Work Activities are occurring. Should it be determined by a court that the reasonable value of such use is different than Five Thousand Five Hundred Dollars (\$5,500) per day, said differential shall be used as an adjustment to any amounts due.

11. Status of Owner. This Agreement shall not be construed as creating a partnership or joint venture between Plains and Owner or between either of them and any third party. Owner has no responsibility, arising from this Agreement, for investigating or remediating any contaminated soil and/or water present on the Property.

12. Reservation of Rights. Nothing in this Agreement shall limit any right or claim, legal or otherwise, the Owner may have against Plains, and Owner expressly reserves all of its rights and claims it has or will have against Plains. Notwithstanding the foregoing, Plains shall be entitled to claim setoffs and credits in connection with any payment or the performance of any obligations under this Agreement between Owner and Plains.

13. Ownership. It is expressly understood that this Agreement does not provide any lienholder, ownership interest or any other rights to the Property. Notwithstanding the foregoing, this Agreement shall not affect Plains' easement with Owner for the pipeline right of way on the

Property.

14. Reporting to Owner. To allow Owner to properly monitor the Work, Plains will provide Owner's representative Mark Lloyd (mlloyd_lp@yahoo.com) via email a copy of the daily report provided to the Unified Command during the performance of the Work, together with any responses from Unified Command, to the extent that any responses from Unified Command are relevant to the Work. The daily report materials shall be provided to Mr. Lloyd promptly after being provided to or received from the Unified Command.

15. Sale of On-Site Dirt by Owner to Plains. Owner agrees to sell to Plains dirt from the lands adjacent to or adjoining the Property held by Owner or Owner related entities, which dirt is to be used as backfill material. In the event of such sale, the Parties will enter into a separate written agreement pertaining to the purchase, delivery and use of the dirt. Plains understands that Owner makes no representation or warranty regarding the quality of the dirt and, in particular, whether it is free from contamination. Plains will conduct appropriate in situ sampling before backfilling with dirt purchased from Owner to ensure that the soil is not contaminated, and shall indemnify Owner, as set forth in section 8 above, for all damages, demands, claims, losses, liabilities, and injuries suffered by the Owner or Owner's Parties caused by the backfilling of contaminated dirt sold to Plains by Owner.

16. Liens and Encumbrances. Plains shall keep the Property free from any liens or encumbrances which might arise out of conducting the Work. Plains must promptly pay when due all costs and charges associated with its exercise of the rights granted in this Agreement, and must take all steps necessary to avoid the filing of any mechanics' liens against the Property as a result of the conducting of the Work. In the event any such lien is filed against the Property, Plains must cause the same to be immediately paid, discharged, released and satisfied.

17. No Waiver. The failure on the part of any Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

18. Modification. The Parties may modify this Agreement only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each party, and attached to this Agreement.

19. Assignment. Plains may not assign this Agreement or the rights and privileges hereunder, in whole or in part, without the prior written consent of Owner, which consent shall be in the Owner's sole and absolute discretion. Notwithstanding any assignment, Plains shall remain primarily liable and responsible for fulfilling the terms and conditions of this Agreement, unless the Owner otherwise agrees in writing.

20. Meet and Confer. If there is a dispute that arises from any term of this Agreement, the Parties agree to meet and confer in good faith, in person and with representatives who have authority, in an effort to resolve the dispute prior to the filing of any litigation.

21. Attorneys' Fees. If any claim arising out of this Agreement is brought by a Party against another Party in a court of law, including any action for declaratory or injunctive relief, the prevailing Party shall be entitled to reasonable attorneys' fees and costs and expenses of litigation and investigation, and any judgment or decree rendered in any such action or proceedings shall include an award of reasonable attorneys' fees, costs, and expenses.

22. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of California.

23. Integration and Amendment. This Agreement constitutes the entire agreement of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. The inclusions in the Agreement of statements pertaining to facts relating to or arising from the Event shall not be deemed admissions by the Parties.

24. Time of the Essence. Time is of the essence for all provisions of this Agreement to allow for full and prompt restoration of the Property and Owner's use of the Property. Plains agrees it will not challenge the validity of this provision of the Agreement.

25. Payment. Plains shall make payment to Owner pursuant to the terms of the Agreement by wire transfer using the wire transfer instructions attached hereto as **Exhibit B**.

26. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail (postage prepaid return receipt requested), (ii) if by email, the date the notice is delivered (with proof of confirmation of transmission), (iii) if by overnight delivery service, on the day of delivery, and (iv) if by hand delivery, on the date of hand delivery.

If to Plains: Plains Pipeline, L.P.
333 Clay Street, Suite 1600
Houston, TX 77002
Attn: Steven A. Kaplan, Senior Attorney
Phone: 713-646-4100
Email: sakaplan@paalp.com

If to Grey Fox: Grey Fox, LLC
P. O. Box 1984
Santa Monica, CA 90406
Attn: John E. Vallance
Phone: 213-624-6464
Email: jev@tag.ch

With a Copy to:

Christopher A. Jacobs
Brownstein Hyatt Farber Schreck, LLP
1020 State Street
Santa Barbara, CA 93101
Phone: 805-963-7000
Email: CJacobs@bhfs.com

27. Grey Fox LLC's Representations and Warranties. Grey Fox LLC represents and warrants, upon which representation and warranty Plains is relying as material inducement in entering into this Agreement, that the undersigned representative, John E. Vallance, has authority to enter into, and to execute this Agreement on behalf of, and binding upon Grey Fox LLC.

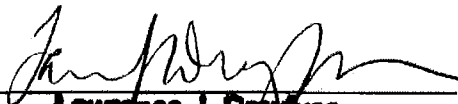
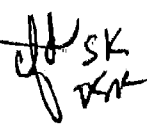
28. Plains' Representations and Warranties. Plains represents and warrants, upon which representation and warranty Grey Fox LLC is relying as material inducement in entering into this Agreement, that the undersigned representative, Lawrence J. Dreyfuss, has authority to enter into, and to execute this Agreement on behalf of, and binding upon Plains.

In WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written:

GREY FOX, LLC:

By: _____
Name: John E. Vallance
Title: Chief Executive Officer

PLAINS PIPELINE, L.P.
By Plains GP LLC,
Its General Partner

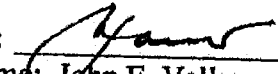
By:  _____
Name: **Lawrence J. Dreyfuss**
Title: **Senior Vice President** 

Attachments:

- Exhibit A – Legal Description of Property
- Exhibit B – Wire Transfer Instructions

In WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written:

GREY FOX, LLC:

By: 
Name: John E. Vallance
Title: Chief Executive Officer

PLAINS PIPELINE, L.P.
By Plains GP LLC,
Its General Partner

By: _____
Name: _____
Title: _____

Attachments:

Exhibit A – Legal Description of Property
Exhibit B – Wire Transfer Instructions

EXHIBIT A

EXHIBIT A
Legal Description

Parcel 1:

A strip of land twenty (30.00) feet wide over that portion of Parcel B of Parcel Map No. 12,702, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book 20, Page 95 of Parcel Maps, in the Office of the County Recorder of said County, the centerline of said strip being more particularly described as follows:

Commencing at the southeasterly terminus of a line shown on said Parcel Map as having a bearing and distance of N. 50°59' W. 614.08 feet, thence, northwesterly along the boundary of said Parcel B, North 50°59'00" West a distance of 347.59 feet to the True Point of Beginning.

Thence 1st, South 72°58'10" East, a distance of 147.89 feet;

Thence 2nd, South 75°53'38" East, a distance of 252.38 feet;

Thence 3rd, South 78°44'35" East, a distance of 141.43 feet;

Thence 4th, South 73°43'29" East, a distance of 157.23 feet;

Thence 5th, South 82°45'48" East, a distance of 143.58 feet (at 79.32 feet to a point hereinafter referred to as Point "A");

Thence 6th, South 75°51'46" East, a distance of 96.85 feet;

Thence 7th, South 85°38'41" East, a distance of 92.33 feet;

Thence 8th, South 65°35'20" East, a distance of 92.16 feet;

Thence 9th, South 54°07'29" East, a distance of 125.98 feet;

Thence 10th, South 43°28'27" East, a distance of 90.57 feet;

Thence 11th, South 63°52'31" East, a distance of 33.61 feet;

Thence 12th, South 81°12'01" East, a distance of 30.03 feet;

Thence 13th, North 84°05'09" East, a distance of 37.43 feet;

Thence 14th, South 81°53'32" East, a distance of 29.57 feet;

Thence 15th, South 67°44'13" East, a distance of 48.46 feet;

Thence 16th, South 74°48'47" East, a distance of 62.90 feet;

Thence 17th, South 80°45'28" East, a distance of 40.11 feet;

Thence 18th, South 81°48'55" East, a distance of 28.70 feet;
Thence 19th, South 72°52'01" East, a distance of 50.68 feet;
Thence 20th, North 89°50'44" East, a distance of 36.28 feet;
Thence 21st, North 77°28'18" East, a distance of 77.75 feet;
Thence 22nd, North 84°25'31" East, a distance of 50.11 feet;
Thence 23rd, South 48°54'26" East, a distance of 35.89 feet;
Thence 24th, South 65°30'30" East, a distance of 39.84 feet;
Thence 25th, South 75°25'00" East, a distance of 76.81 feet;
Thence 26th, South 56°34'50" East, a distance of 59.72 feet;
Thence 27th, South 62°36'10" East, a distance of 102.12 feet;
Thence 28th, South 71°06'36" East, a distance of 46.30 feet;
Thence 29th, South 80°38'08" East, a distance of 127.87 feet;
Thence 30th, South 87°27'30" East, a distance of 84.48 feet;
Thence 31st, South 76°58'25" East, a distance of 139.11 feet;
Thence 32nd, South 84°01'41" East, a distance of 97.27 feet to the beginning of a curve, concave southwesterly and having a radius of 50.00 feet;
Thence easterly, southeasterly and southerly along the arc of said curve, through a central angle of 58°05'49" and an arc distance of 50.70 feet;
Thence South 25°55'52" East, a distance of 111.35 feet to the beginning of a curve, concave northeasterly and having a radius of 50.00 feet;
Thence southerly, southeasterly and easterly along the arc of said curve, through a central angle of 69°02'27" and an arc distance of 60.25 feet;
Thence North 85°01'41" East, a distance of 96.12 feet to the beginning of a curve, concave northwesterly and having a radius of 75.00 feet;
Thence easterly, northeasterly and northerly along the arc of said curve, through a central angle of 73°21'57" and an arc distance of 96.04 feet;
Thence North 11°39'44" East, a distance of 203.47 feet;
Thence North 88°24'57" East, a distance of 23.79 feet to a point hereinafter referred to as Point "B".

The sidelines of said strip shall be lengthened or shortened as necessary to begin on the southwesterly boundary of said Parcel B, meet at angle points and terminate on a line with a bearing of North 01°35'03" West.

Containing 2.28 acres, more or less.

Parcel 2:

That portion of Parcel B of Parcel Map 12,702, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book 20, Page 95 of Parcel Maps, in the Office of the County Recorder of said County, being more particularly described as follows:

Beginning at hereinbefore described Point "B",

Thence 1st, North 01°35'03" West, a distance of 21.18 feet;

Thence 2nd, North 12°34'35" East, a distance of 55.37 feet;

Thence 3rd, North 07°18'15" East, a distance of 45.22 feet;

Thence 4th, South 84°51'48" East, a distance of 207.03 feet;

Thence 5th, North 89°14'41" East, a distance of 128.35 feet;

Thence 6th, North 85°48'10" East, a distance of 69.77 feet;

Thence 7th, South 84°05'31" East, a distance of 116.76 feet;

Thence 8th, North 86°54'08" East, a distance of 150.04 feet;

Thence 9th, North 72°09'36" East, a distance of 167.89 feet;

Thence 10th, North 76°57'10" East, a distance of 26.15 feet;

Thence 11th, North 88°20'47" East, a distance of 88.87 feet;

Thence 12th, South 37°22'54" East, a distance of 177.98 feet;

Thence 13th, North 88°32'25" East, a distance of 107.67 feet;

Thence 14th, South 00°26'35" West, a distance of 54.94 feet;

Thence 15th, South 87°54'02" West, a distance of 104.11 feet;

Thence 16th, South 47°23'15" West, a distance of 158.33 feet;

Thence 17th, South 01°08'54" West, a distance of 93.56 feet to a point on the southerly boundary of said Parcel B, said point being the beginning of a non-tangent curve,

concave south and having a radius of 3,580.23 feet, the radial center of which bears South 00°38'08" East;

Thence 18th, along the southerly boundary of said Parcel B, westerly along the arc of said curve, through a central angle of 02°21'06" and an arc distance of 146.94 feet to an angle point therein;

Thence 19th, continuing along the southerly boundary of said Parcel B, South 86°59'49" West, a distance of 804.59 feet;

Thence 20th, leaving the southerly boundary of said Parcel B, North 01°04'33" West, a distance of 264.39 feet to a point distant South 01°35'03" East 15.00 feet from said Point "B";

Thence 21st, North 01°35'03" West, a distance of 15.00 feet to the point of beginning.

Containing 8.71 acres, more or less.

Parcel 3:

That portion of Parcel B of Parcel Map 12,702, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book 20, Page 95 of Parcel Maps, in the Office of the County Recorder of said County, being more particularly described as follows:

Beginning at hereinbefore described Point "A";

Thence 1st, South 85°53'26" East, a distance of 15.00 feet;

Thence 2nd, South 04°06'34" West, a distance of 86.27 feet;

Thence 3rd, South 19°15'31" West, a distance of 71.71 feet;

Thence 4th, South 56°26'18" East, a distance of 95.40 feet;

Thence 5th, North 17°07'02" East, a distance of 29.74 feet;

Thence 6th, South 68°51'49" East, a distance of 57.39 feet;

Thence 7th, North 39°30'17" East, a distance of 59.72 feet;

Thence 8th, North 19°56'45" East, a distance of 129.92 feet;

Thence 9th, South 70°03'15" East, a distance of 30.00 feet;

Thence 10th, South 19°56'45" West, a distance of 129.92 feet;

Thence 11th, South 13°00'16" West, a distance of 57.88 feet;

Thence 12th, South 68°51'49" East, a distance of 15.00 feet;

Thence 13th, South 23°05'50" West, a distance of 94.18 feet to a point on the southerly boundary of said Parcel B, said point being the southeasterly terminus of a line as shown on said Parcel Map as having a bearing and distance of N. 68°24'51" W. 700.04 feet;

Thence 14th, along the southerly boundary of said Parcel B, North 68°24'51" West, a distance of 245.07 feet;

Thence 15th, leaving the southerly boundary of said Parcel B, North 19°15'31" East, a distance of 141.42 feet;

Thence 16th, North 04°06'34" East, a distance of 82.28 feet to a point distant North 85°53'26" West 15.00 feet from said Point "A";

Thence 17th, South 85°53'26" East, a distance of 15.00 feet to the point of beginning.

Excepting therefrom any portion within the boundary of said Parcel 1.

Containing 0.69 acres, more or less.



3 WEST CARRILLO STREET
SUITE 205
SANTA BARBARA, CA 93101
(805) 962-4611

P.N. 10-013.01 1" = 600'

GRAPHIC DEPICTION OF EXHIBIT A

APN 081-210-047
SANTA BARBARA COUNTY, CALIFORNIA

EXHIBIT B
Wire Transfer Instructions

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd
Newark, DE 19713

ABA # 021 000 021

Account Number – XXXXXXXXXX

For Account of – Grey Fox LLC

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