

GLENN COUNTY

Planning & Community Development Services Agency

777 N. Colusa Street
Willows, CA 95988
530.934.6540 Fax 530.934.6533
www.countyofglenn.net



DONALD RUST, DIRECTOR

TO: Air Pollution Control District
Assessor-Clerk-Recorder
Environmental Health
Public Works Department

FROM: Greg Conant, Assistant Planner

SUBJECT: Administrative Permit 2019-005; Gas Well: Berryessa #1-6
California Resources Production Corporation
855 Harter Parkway
Yuba City, CA 95993

This is to inform you that the Planning & Community Development Services Agency has issued Administrative Permit 2019-005 for a natural gas well as permitted under Glenn County Code §15.840.010.

The project site for the proposed gas well is located south of County Road 33, west of County Road R, north of County Road 35 and east of County Road P, approximate 4-miles east of Artois, in the unincorporated area of Glenn County, California. The Assessor's Parcel Number (APN) for the 385.00 ± acre site is 019-200-025.

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DONALD RUST, DIRECTOR

California Resources Production Corporation
855 Harter Parkway
Yuba City, CA 95993

October 29, 2019

RE: Administrative Permit 2019-005; Gas Well: Berryessa #1-6

On October 25, 2019, the Glenn County Planning & Community Development Services Agency Director approved Administrative Permit 2019-005 with the Conditions of Approval enclosed with this letter. Also enclosed is a copy of the CEQA Notice of Exemption and Staff Report for your records.

Please sign the Conditions of Approval where indicated and submit to the Glenn County Planning & Community Development Services Agency, 777 North Colusa Street, Willows, CA 95988, within ten (10) days.

Sincerely,

Greg Conant
Assistant Planner
gconant@countyofglenn.net

GLENN COUNTY

Planning & Community Development Services Agency

777 N. Colusa Street
Willows, CA 95988
530.934.6540 Fax 530.934.6533
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DONALD RUST, DIRECTOR

PROJECT: Administrative Permit 2019-005
Gas Well: Berryessa #1-6
California Resources Production Corporation

APN: 019-200-025

I. Environmental Review:

I find that Administrative Permit 2019-005, qualifies as a Class 4 Categorical Exemption pursuant to §15304, "*Minor Alterations to Land*", of the Guidelines of the California Environmental Quality Act.

II. Project Approval:

I also find that the project meets the Glenn County Code §15.840.010 Natural Gas Well Standards and as authorized in §15.180.010, approve Administrative Permit 2019-005.

Signature: _____

Date: October 29, 2019

Donald Rust, Director
Planning & Community Development Services Agency

NOTICE OF EXEMPTION

To: County Clerk, County of Glenn
516 W. Sycamore Street, 2nd Floor, Willows, CA 95988
From: Glenn County Planning & Community Development Services Agency
777 North Colusa Street, Willows, CA 95988

Project Title: Administrative Permit 2019-005

Project Location: The project site for the proposed gas well is located south of County Road 33, west of County Road R, north of County Road 35 and east of County Road P, approximate 4-miles east of Artois, in the unincorporated area of Glenn County, California. The Assessor's Parcel Number (APN) for the 385.00± acre site is 019-200-025.

Description of Project:

To drill, operate, and maintain a natural gas well known as: Berryessa #1-6

Name of Public Agency Approving Project:

Glenn County Planning & Community Development Services Agency

Name of Person or Agency Carrying Out Project:

California Resources Production Corporation

855 Harter Parkway, Yuba City, CA 95993

Exempt Status: Categorical Exemption:

Title 14, Chapter 3, Article 19, Section 15304. Minor Alterations to Land: Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation, which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

Reasons why project is exempt:

The proposed gas well is located in an agricultural area; the proposed gas well is a minor temporary use of land having negligible effects on the environment.

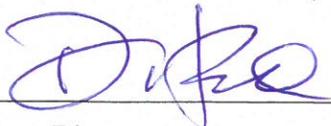
Lead Agency Contact Person:

Greg Conant, Assistant Planner

Glenn County Planning & Community Development Services Agency

777 N. Colusa Street, Willows, CA 95988 (530-934-6540)

Signature: _____



Date: October 29, 2019

Donald Rust, Director

Glenn County Planning & Community Development Services Agency

GLENN COUNTY

Planning & Community Development Services Agency

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DONALD RUST, DIRECTOR

STAFF REPORT

DATE: October 29, 2019

TO: Donald Rust, Director

FROM: Greg Conant, Assistant Planner

RE: Administrative Permit 2019-005
California Resources Production Corporation
Gas Well: Berryessa #1-6
"FS-80" Zoning District

Attachments:

1. Conditions of Approval
2. Application
3. Maps
4. Road Agreement
5. Oil and Gas Lease

1 PROJECT SUMMARY

California Resources Production Corporation has applied for an Administrative Permit to drill a natural gas well and construct a drilling pad. The project site for the proposed gas well is located south of County Road 33, west of County Road R, north of County Road 35 and east of County Road P, approximate 4-miles east of Artois, in the unincorporated area of Glenn County, California. The Assessor's Parcel Number (APN) for the 385.00± acre site is 019-200-025. The proposed gas well will be located within Section 6, T20N, R2W, M.D.B.&M. T.

The parcel is zoned "FS-80" (Farmland Security Zone, 72-acre minimum parcel size) and is designated "Intensive Agriculture" in the General Plan. Natural gas wells are a permitted use in the "FS-80" zone with approval of an Administrative Permit (Glenn County Code §15.470.040.A).

1.1 RECOMMENDATIONS

Staff recommends that the Director find that this project qualifies for a Class 4 Categorical Exemption within Section 15304 of the Guidelines for the California Environmental Quality Act with the Findings as presented in the Staff Report.

Staff also recommends that the Director approve Administrative Permit 2019-005 with the Findings as presented in the Staff Report and the Conditions of Approval as attached.

2 ANALYSIS

The proposed project to drill a natural gas well is consistent with similar projects in this area. Several gas wells have been within the project vicinity. There is a demand for natural gas and the fields present in Glenn County have proven to be economically viable for production.

2.1 ENVIRONMENTAL DETERMINATION

This project is a Class 4 Categorical Exemption pursuant to §15304, "*Minor Alterations to Land*", of the Guidelines of the California Environmental Quality Act. California Code of Regulations states:

Title 14, Chapter 3, Article 19, §15304. Minor Alterations to Land:

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation, which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

The proposed gas well will be located in an agricultural area. Drilling of the gas well is a minor temporary use of land, which will have negligible effects on the environment and will be conducted in such a way as to avoid or minimize impacts to geology, hydrology, air quality, biology, and aesthetics.

2.2 GENERAL PLAN AND ZONING CONSISTENCY

The parcel is designated as “Intensive Agriculture” in the General Plan and is zoned “FS-80” (Farmland Security Zone, 72-acre minimum parcel size). The project site is in the vicinity of existing natural gas production and natural gas wells are a permitted use within the “FS-80” zone with approval of an Administrative Permit (Glenn County Code §15.470.040.A).

The project is consistent with surrounding land use because the area primarily consists of agricultural zoning. The proposal is consistent with zoning and the General Plan.

2.2.1 Natural Gas Well Development Standards (Title 15 Unified Development Code, Section 15.840.010):

Standards (Glenn County Code §15.840.010):

- A. *The proposed location of the gas well is at least five hundred feet from the nearest residential dwelling unit.* Application materials for the proposed gas well states that there are no residential dwelling units within 500 feet of the well site. According to application materials the closest residential dwelling unit is located approximately 950 feet from the well site.
- B. *The proposed location of the gas well is at least one hundred twenty feet from a county road right-of-way.* The proposed gas well is not located within the vicinity of a county road. The closest county road is County Road 33, which is approximate 1,000 ± feet from the proposed well.
- C. *If the proposed location of the gas well is within a flood hazard area as designated on the flood hazard maps of Glenn County, or within a designated floodway or special floodplain combining zone, the rules, regulations and restrictions of the zones shall be conditions of approval.* The project site lies within Flood Zone “X” (unshaded) according to Flood Insurance Rate Map (FIRM) No. 06021C0610D, dated August 5, 2010, issued by the Federal Emergency Management Agency (FEMA). Flood Zone “X” consists of areas of minimal risk outside the 1-percent and 0.2-percent annual chance floodplains. No base flood elevations or base flood depths are shown within this zone.
- D. *The fire protection regulations of the affected fire district shall be complied with.* This project will be required to comply with the regulations of the Artois Fire Protection District.
- E. *The drilling mud shall be disposed of at an approved disposal site.* Fulton Reclamation Facility, located at 3507 County Road M in Orland, is the designated disposal facility.
- F. *The necessary permits shall be secured in all affected federal, state, and local agencies.* It is the responsibility of the applicant/agent to make certain all requirements are met and permits are obtained. This project will require the minimum:
 - 1) Administrative Permit – County of Glenn, Planning Division;
 - 2) Encroachment Permit – County of Glenn, Public Works Department;

- 3) “Notice of Intention to Drill New Well” to be filed with Natural Resources Agency of California, Department of Conservation, Division of Oil, Gas, and Geothermal Resources;
- 4) “Permit to Conduct Well Operations” to be filed with Natural Resources Agency of California, Department of Conservation, Division of Oil, Gas, and Geothermal Resources.

G. *The applicant shall enter into a Road Maintenance Agreement with the Glenn County Road Department. The applicant and Glenn County shall enter into Addendum 001 to Master Gas Well Driller Road Agreement No. 2016-01.*

H. *Conversion of this gas well to an injection well may be permitted with a conditional use permit. The application is not requesting an injection well, but any future conversion will require a conditional use permit.*

I. *Installation of a gas well compressor shall require an additional administrative permit approved by the director in the agricultural zones and a conditional use permit approved by the planning commission in the residential zones. The proposed gas well is in an agricultural zone and the application is not requesting a gas well compressor.*

2.3 NOTIFICATION OF GAS WELL ABANDONMENT

Once the gas well is no longer operational and/or is not a producing well, the applicant/owner shall notify the Planning Division within sixty (60) days and the well site shall be reclaimed to its natural state or previous use, whichever is applicable, within six (6) months of the well becoming no longer operational or producing. The gas well abandonment shall be performed in accordance with California Public Resources Code, Chapter 1, Section 3228 and California Code of Regulations, Title 14, Chapter 4, Section 1723 (§ 4.2.1, Performance Standards for Site Reclamation, Glenn County Energy Element of the General Plan).

2.4 PUBLIC BENEFIT

There is a growing public demand for natural gas energy. The development of this natural resource is desirable because it will contribute to the County’s tax revenues and provide a necessary resource to the community. The proposed gas well is in an agricultural area.

2.5 OTHER INFORMATION

- A. Drilling and other activities by the permittee under this permit are conditioned upon a valid enforceable lease or other right or entitlement to conduct such activities upon the property described in the application. The County makes no representation by the issuance of this permit that the permittee has any such right or entitlement.
- B. If upon approval of this Administrative Permit any problem, nuisance, or health hazard arises from the operation allowed by this Permit, the Planning Commission shall hold a Public Hearing to hear comments and consider whether Conditions of Approval need to be revised or added or if the Administrative Permit should be revoked or modified.

3 FINDINGS

3.1 CATEGORICAL EXEMPTION

Finding 1

The proposed project is located in an agricultural area.

Finding 2

Drilling of the gas well is a minor temporary use of land, which will have negligible effects on the environment.

3.2 ADMINISTRATIVE PERMIT

Gas Well Administrative Permits may be approved after the Director makes findings similar to those required of a conditional use permit. These findings are listed within Section 15.220.020 of the Glenn County Code.

Finding 1

The proposed use at the particular location is necessary or desirable in providing a service or facility which will contribute to the general well-being of the public because there is a demand by the public for natural gas energy, and therefore, for development of natural resources. This development will contribute to the County's tax revenues.

Finding 2

The drilling and operation of the proposed gas well will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. There are no dwelling units within 500 feet of the well site and the Natural Gas Well Standards required by Section 15.840.010 of the Glenn County Code are met.

Finding 3

The site for the proposed gas well is adequate in size and shape to accommodate said use and to accommodate all of the yards, setbacks, and other features required herein.

Finding 4

The granting of this Administrative Permit will not adversely affect the General Plan of Glenn County because it is consistent with the Energy Element of the Glenn County General Plan, Chapter 4.2, Policy (a).

CONDITIONS OF APPROVAL

Administrative Permit 2019-005

California Resources Production Corporation

Gas Well: Berryessa #1-6

APN: 019-200-025

1. That the project activities shall be confined to those areas as shown on the Detail Sketch being identified as Exhibit "A" as well as other supporting site plans as submitted and on file at the Glenn County Planning & Public Works Agency.
2. That this Administrative Permit shall expire if it is not executed within one (1) year from its approval date. Execution of the permit is defined as having had substantial physical construction and/or use of the property in reliance on the permit.

Acknowledgment:

I hereby declare that I have read the foregoing conditions, which are in fact the conditions that were imposed upon the granting of this administrative permit, and that I agree to abide fully by said conditions. I further hereby declare that I have read the Staff Report prepared for the granting of this administrative permit and I am aware of codified county, state, and/or federal standards and regulations that shall be met with the approval of this project.

Signed: _____

Stephen Signorotti,
California Resources Production Corporation

Date: _____

ADM 2019-005

GLENN COUNTY
PLANNING AND PUBLIC WORKS AGENCY
777 North Colusa Street
Willows, CA 95988
(530) 934-6540
Fax (530) 934-6533
www.countvotlenn.net

APPLICATION FOR ADMINISTRATIVE PERMIT - GAS WELL

NOTE: FAILURE TO ANSWER APPLICABLE QUESTIONS AND REQUIRED ATTACHMENTS COULD DELAY THE PROCESSING OF YOUR APPLICATION.

1. Applicant:

Name: California Resources Production Corporation

Mailing Address: 855 Harter Parkway #200, Yuba City, CA 95993

Phone :(Business) 530-671-8209 (Home) N/A

Fax: 530-751-9369 E-mail: Stephen.Signorotti@crc.com

2. Mineral Rights Owner(s):

Name: California Resources Production Corporation

Mailing Address: 855 Harter Parkway #200, Yuba City, CA 95993

Phone :(Business) N/A (Home) 530-671-8209

3. Engineer/Person who Prepared Site Plan (if applicable):

Name: Stephen G. Signorotti, California Resources Corporation

Mailing Address: 855 Harter Parkway #200, Yuba City, CA 95993

Phone :(Business) 530-671-8209 (Home) N/A

Fax: _____ E-mail: Stephen.Signorotti@crc.com

4. Request or Proposal: Drilling and completion of a well for the production of natural gas.

5. Address and Location of Project: Unincorporated area of Glenn County

6. Current Assessor's Parcel Number(s): 019-20-0-025-9

7. Existing Zoning: Agricultural Preserve

8. Existing Use of Property: Walnut Orchard

9. Water Well Required? Yes No Approved by: _____
Building Division

Water Well Permit Issued? Yes No

10. If the well is to be located within a flood plain, the applicant shall meet all County construction requirements before any permanent structure can be built.

11. Provide any additional information that may be helpful in evaluating this proposal:

Location of site is approximately 3900 feet south-southeast from the intersection of County Road P and County Road 33.

DECLARATION UNDER PENALTY OF PERJURY

(Must be signed by Applicant and Mineral Rights Owner(s))
(Additional sheets may be necessary)

The Applicant(s) and Mineral Rights Owner(s), by signing this application, shall be deemed to have agreed to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against the foregoing individuals or entities, the purpose of which is to attack, set aside, void or null the approval of this development entitlement or approval or certification of the environmental document which accompanies it, or to obtain damages relating to such action(s). This indemnification agreement shall include, but not be limited to, damages, costs expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of the entitlement whether or not there is concurrent passive or active negligence on the part of the County.

Applicant:

Signed: _____



Print: Stephen G. Signorotti, Landman, California Resources Production Corporation

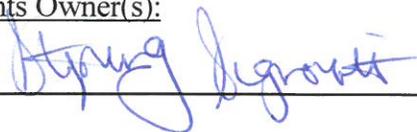
Date: October 2, 2019

Address: 855 Harter Parkway, Suite 200, Yuba City, CA 95993

I am (We are) the owner(s) of the mineral rights of the property involved in this preparation and submission of this application. I (We) declare under penalty of perjury that the foregoing is true and correct.

Mineral Rights Owner(s):

Signed: _____



Print: California Resources Production Corporation (by assignments of record)

Date: October 2, 2019

Address: 855 Harter Parkway #200, Yuba City, CA 95993

Case _____

GLENN COUNTY
PLANNING AND PUBLIC WORKS AGENCY
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WILLOWS, CA 95988
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FAX (530) 934-6533
www.countvotlenn.net

ENVIRONMENTAL INFORMATION FORM
To be completed by applicant or engineer
Use extra sheets if necessary

This list is intended to meet the requirements of State of California Government Code Section 65940.

I GENERAL INFORMATION:

- I Name: California Resources Production Corporation
Address, City, State, Zip: 855 Harter Parkway #200, Yuba City, CA 95993
Telephone: 530-671-8209 Fax: 530-751-9369
E-mail: Stephen.Signorotti@crc.com
- 2 Name: _____
Address, City, State, Zip: _____
Telephone: _____ Fax: _____
E-mail: _____
- 3 Address and Location of Project: Unincorporated area of Glenn County, no street address
- 4 Current Assessor's Parcel Number(s): 019-20-0-025-9
- 5 Existing Zoning: Agricultural Preserve
- 6 Existing Use: Walnut Orchard
- 7 Proposed Use of Site (project for which this form is prepared): Construction of surface pad for drilling rig and associated equipment.

8. Indicate the type of permit(s) application(s) to which this form pertains:
Administrative.
-
9. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required:
Administrative permit required along with Gas Well Drillers Road Agreement.
-
10. List and describe any other related permit(s) and other public approvals required for this project, including those required by city, regional, state, and federal agencies: Gas Well Drillers Road Agreement with Glenn County.
-
11. Have any special studies been prepared for the project site that are related to the proposed project including, but not limited to traffic, biology, wetlands delineation, archaeology, etc? None

II. ENVIRONMENTAL SETTING:

1. Describe in detail the project site as it exists before the project, including information on topography, soil stability, plants and animals (wetlands, if any), different crops, irrigation systems, streams, creeks, rivers, canals, water table depth, and any cultural historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.
Walnut orchard located in the unincorporated area of Glenn County. No irrigation systems on the property, water table depth unknown.
-
2. Describe the surrounding properties, including information on plants, animals, and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, agricultural, etc.), intensity of land use (one-family, apartment houses, shops, department stores, dairy, row crops, orchards, etc.) Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

North: Orchard

East: Orchard/Rice

South: Orchard

West: Orchard

3. Describe noise characteristics of the surrounding area (include significant noise sources): Normal noises associated with drilling rig activity.

III. SPECIFIC ITEMS OF IMPACT:

1. Drainage:

Describe how increased runoff will be handled (on-site and off-site): No runoff anticipated

Will the project change any drainage patterns? (Please explain): No

Will the project require the installation or replacement of storm drains or channels? If yes, indicate length, size, and capacity: No

Are there any gullies or areas of soil erosion? (Please explain): None

Do you plan to grade, disturb, or in any way change swales, drainages, ditches, gullies, ponds, low lying areas, seeps, springs, streams, creeks, river banks, or other area on the site that carries or holds water for any amount of time during the year? None.

If yes, you may be required to obtain authorization from other agencies such as the Army Corps of Engineers or California Department of Fish and Game.

2. Water Supply:

Indicate and describe source of water supply (domestic well, irrigation district, private water company): Private water company.

Will the project require the installation or replacement of new water service mains? No

3. Liquid Waste Disposal:

Will liquid waste disposal be provided by private on-site septic system or public sewer? Private on-site septic system (portable toilets).

If private on-site septic system, describe the proposed system (leach field or seepage pit) and include a statement and tests explaining percolation rates, soil types, and suitability for any onsite sewage disposal systems:

None to be installed

Will any special or unique sewage wastes be generated by this project other than normally associated with resident or employee restrooms; Industrial, chemical, manufacturing, animal wastes? (Please describe) None.

Should waste be generated by the proposed project other than that normally associated with a single family residence, Waste Discharge Requirements may be required by the Regional Water Quality Control Board.

4. Solid Waste Collection:

How will solid waste be collected? Individual disposal, private carrier, city?

Private carrier

5. Source of Energy:

What is the source of energy (electricity, natural gas, propane)? On site
generators

If electricity, do any overhead electrical facilities require relocation? Is so, please describe: No overhead facilities on site.

If natural gas, do existing gas lines have to be increased in size? If yes, please describe: No natural gas lines to be increased in size.

Do existing gas lines require relocation? If yes, please describe:

No relocation required

6. Fire Protection:

Indicate number and size of existing and/or proposed fire hydrants and distance from proposed buildings: None. No structures in immediate area. Nearest structure approximately .20 miles from proposed location.

Indicate number and capacity of existing and/or proposed water storage facilities and distance from proposed buildings: Portable water storage containers for fire prevention and dust control.

W. FOR ZONE CHANGE, ZONE VARIANCE, AND SPECIAL USE PERMIT APPLICATION:

1. Number and sizes of existing and proposed structures: _____

Square footage (structures) _____ S.F. _____ S.F.
(New) (Existing)

2. Percentage of lot coverage: _____

3. Amount of off-street parking provided: _____

4. Will the project be constructed in phases? If so, please describe each phase briefly: _____

5. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: _____

6. If commercial, indicate type, estimated employment per shift, days and hours of operation, estimated number of daily customers/visitors on site at peak time, and loading facilities: _____

7. If industrial, indicate type, estimated employment per shift, and loading facilities: _____

8. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project: _____

9. List types and quantities of any hazardous or toxic materials, chemicals, pesticides, flammable liquids, or other similar product used as a part of the operation and storage container sizes: _____

Submit Material Safety Data Sheets (MSDS) for any proposed hazardous materials. If hazardous materials are proposed, it is recommended that the applicant contact the Air Pollution Control District/CUPA for permitting requirements.

10. Describe any earthwork (grading) to be done and dust control methods to be used during construction: _____

11. Describe any potential noise or vibration sources associated with the project (i.e. compressor, machine noise, heavy equipment). _____

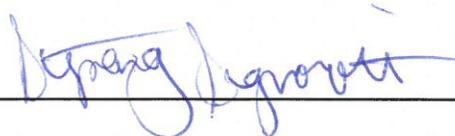
12. Describe source, type, and amount of air pollutant emissions (smoke, odors, steam, gases, water vapor, dust, chemicals) from the project. Describe what methods would be used to reduce emissions: _____

V. CERTIFICATION:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: October 2, 2019

Signature: _____



For: California Resources Prod. Corporation

According to Section 65943 for the California Government Code, your application will be reviewed within 30 days and you or your agent will receive written notice regarding the completeness of your application. Any reviewing agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.

According to Section 65944 (C), additional information may be requested in order to comply with Division 13 of the State of California Public Resources Code.

Glenn County Planning
& Community Development Services Agency
777 North Colusa Street
Willows, CA 95988

October 17, 2019

To whom it may concern,

California Resources Corporation (CRC) wishes to designate the following individuals as authorized to submit permit applications or application inquiries on behalf of the company:

B. Joe Ashley – CRC Director of Regulatory & External Affairs
Greg Green – CRC Land Negotiator
Shannon Peacock – Outside Environmental Consultant to CRC (Booher Consulting)
Mike Rauert – CRC Engineering Manager
Steve Signorotti – CRC Land Negotiator for Exploration & Sacramento Valley
Dominic Tognietti – CRC Land Manager for Exploration & Sacramento Valley
Deborah Young – CRC Regulatory Technician

Each application submitted on behalf of CRC will be accompanied by a signed letter from one of the above authorized individuals.

Questions regarding a project application should be referred to the signatory on the application.

Please don't hesitate to contact me if you have questions or comments regarding this request.

Sincerely,

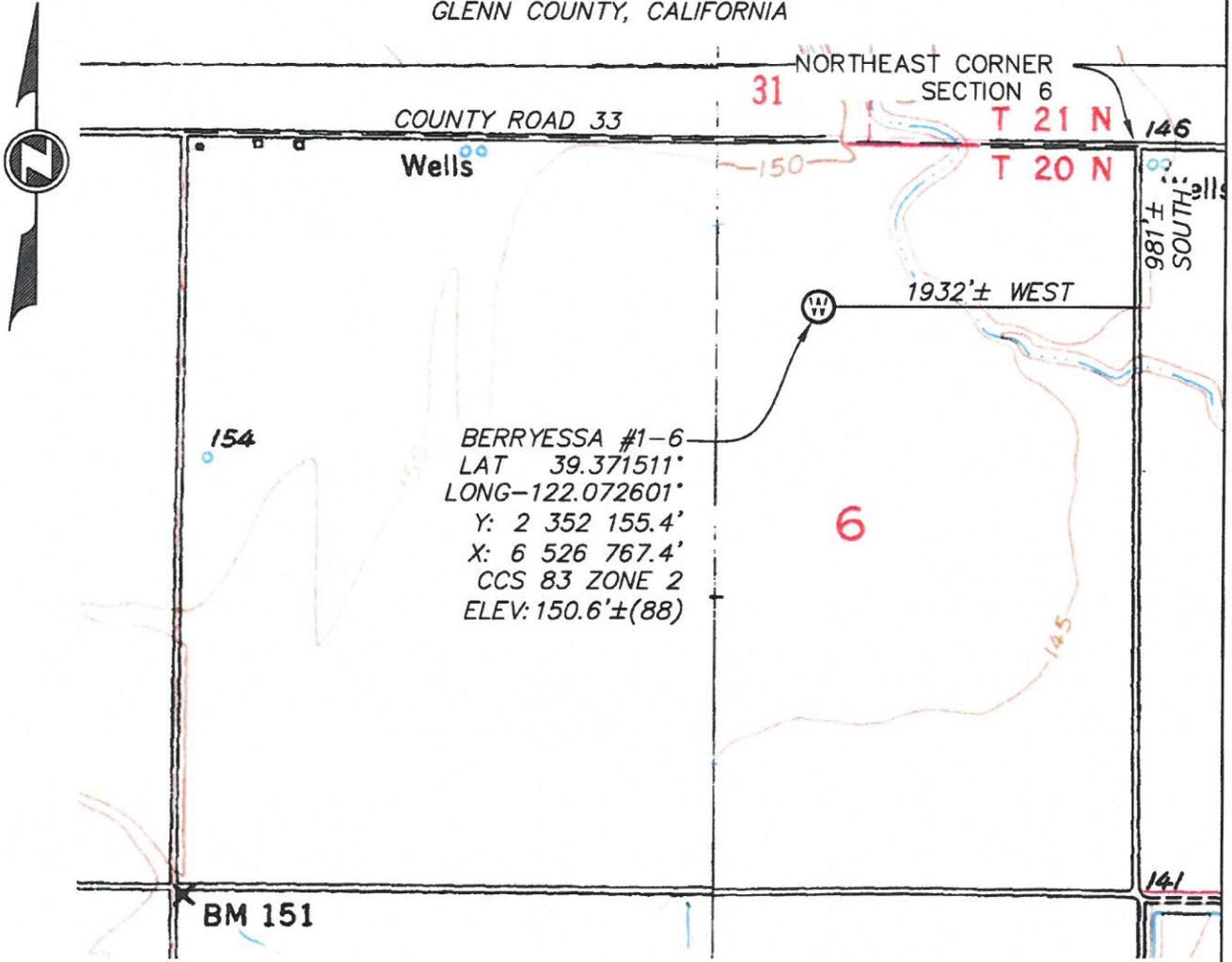


B. Joe Ashley
Director of Regulatory & External Affairs
California Resources Corporation

Via E-Mail

SKETCH OF WELL LOCATION FOR CALIFORNIA RESOURCES PRODUCTION CORPORATION

WELL LOCATED 981± FT. SOUTH AND 1932± FT. WEST FROM
THE NORTHEAST CORNER OF SECTION 6,
T. 20 N., R. 2 W, M.D.B.&M.
GLENN COUNTY, CALIFORNIA



BERRYESSA #1-6
LAT 39.371511°
LONG -122.072601°
Y: 2 352 155.4'
X: 6 526 767.4'
CCS 83 ZONE 2
ELEV: 150.6'±(88)

CCS 27 ZONE 2, Y: 711,766.8 X: 1,965,407.7', 148.2' (29) (CONVERTED WITH CORPSCON)



LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 682-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

BERRYESSA-#1-6
WELL NAME

SCALE: 1" = 1000" DATE: 3/27/19

JOB No. 3680-22-2

COUNTY ROAD 33

NORTHEAST CORNER
SECTION 6

1009'±

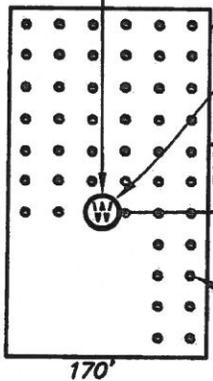
981'± SOUTH

GRAVEL ROAD

PROPOSED 170'X300'
DRILLING PAD

BERRYESSA #1-6
LAT 39.371511°
LONG -122.072601°
Y: 2 352 155.4'
X: 6 526 767.4'
CCS 83 ZONE 2
ELEV: 150.6'±(88)

1932'± WEST



ORCHARD TREE
(TYPICAL)
SEE NOTE 3

CCS 27 ZONE 2, Y: 711,766.8 X: 1,965,407.7', 148.2' (29)
(CONVERTED WITH CORPSCON)

NOTE:

1. THERE ARE NO HABITABLE STRUCTURES WITHIN 500' OF THE WELL SITE.
2. APN 019-200-025
3. 50 ORCHARD TREES WILL BE REMOVED.

SCALE 1" = 150'



DETAIL SKETCH
BERRYESSA-#1-6

BEING A PORTION OF SECTION 6,
TOWNSHIP 20 NORTH, RANGE 2 WEST, MDM
UNINCORPORATED AREA OF
GLENN COUNTY, CA

MARCH 27, 2019

SHEET 1 OF 1

#3880-22-2

Location of only structure on property

950 feet +/- from well site

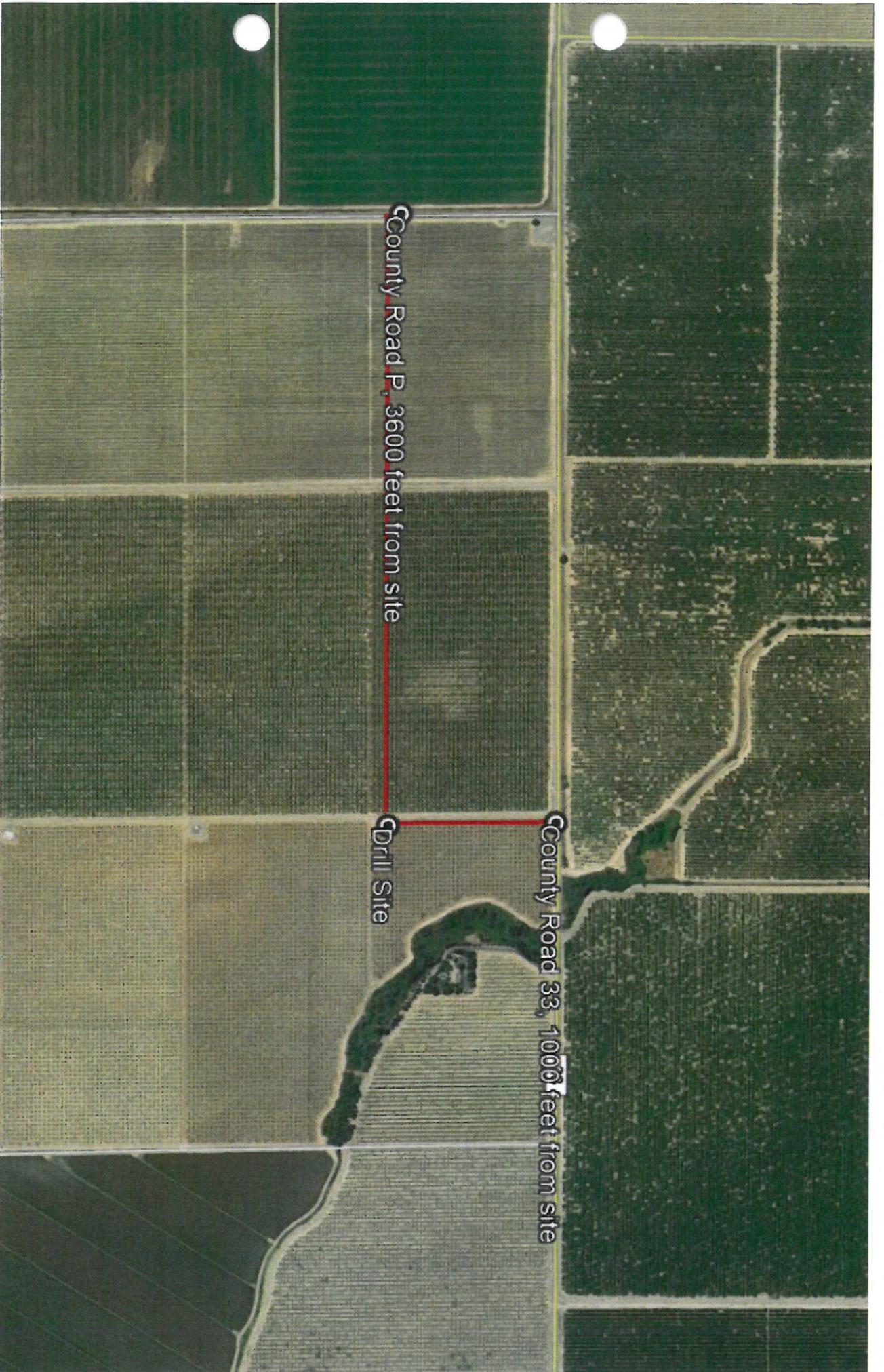
Private Residence



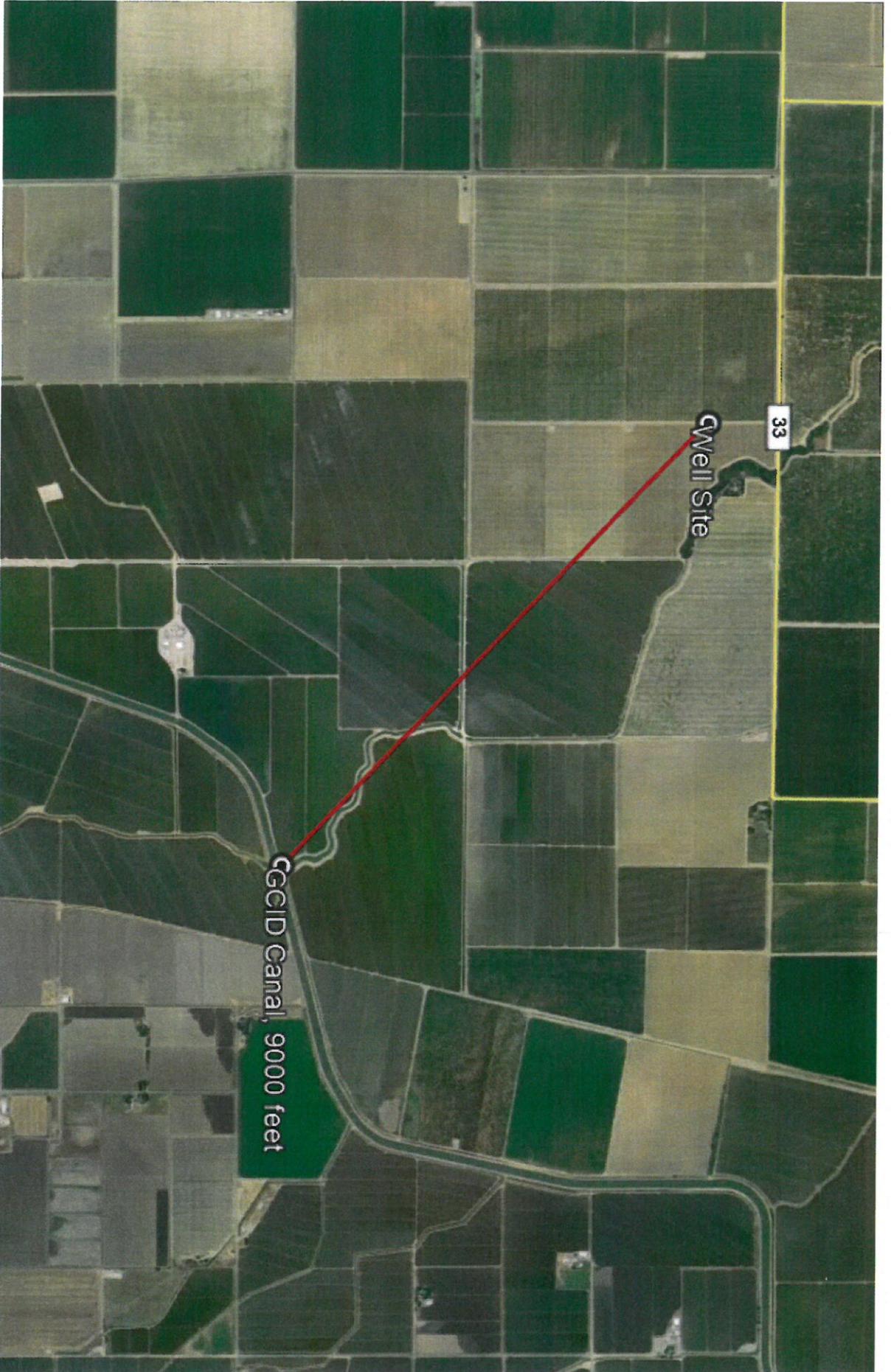
Surrounding Property Land Use



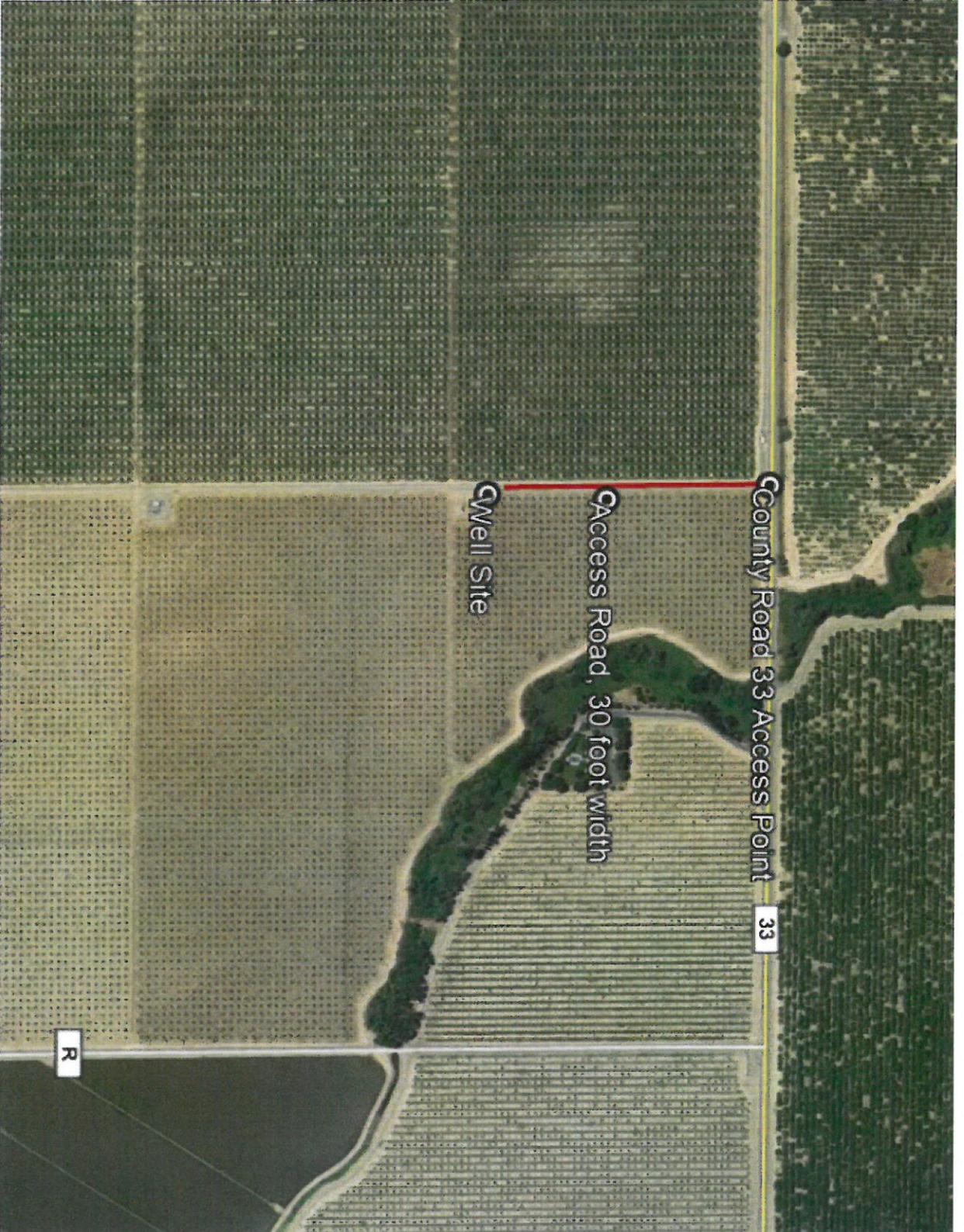




Nearest Waterway/Canal



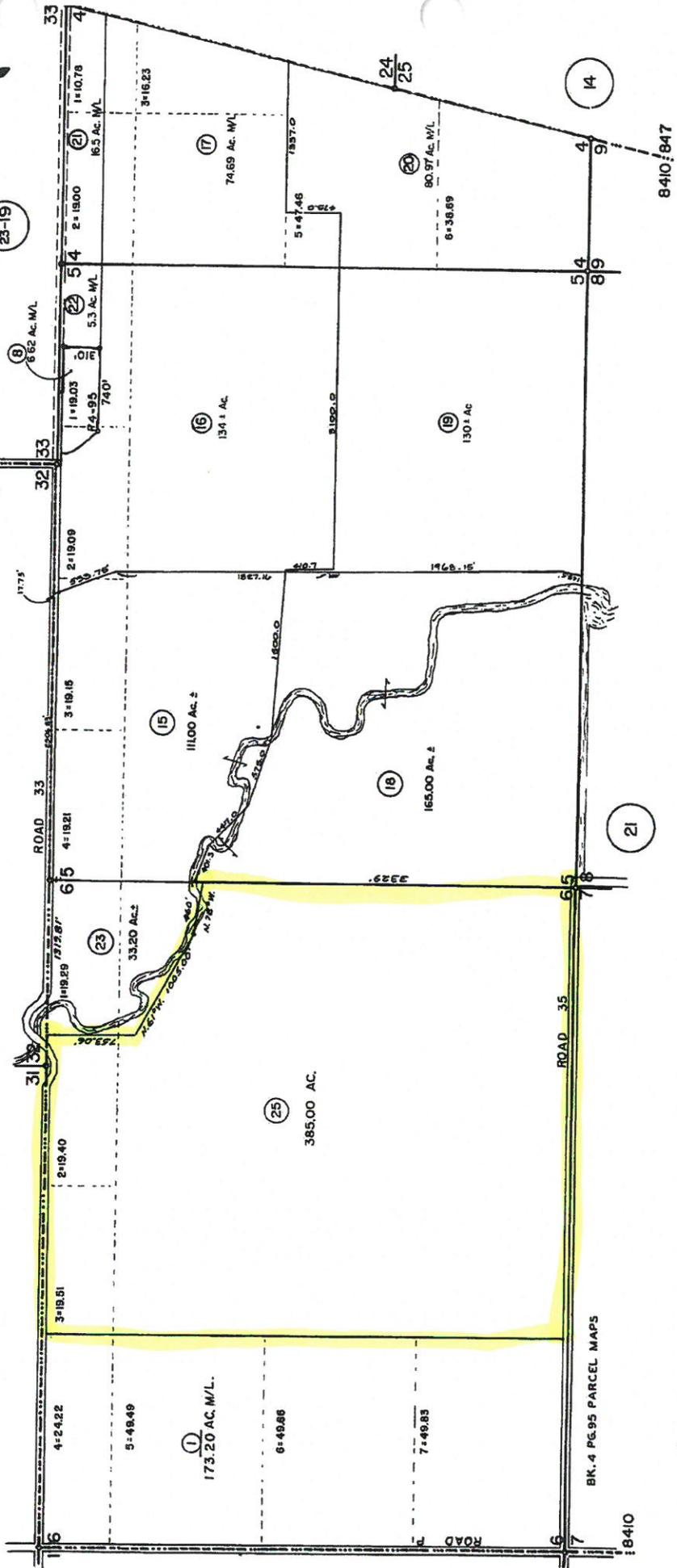
Access Location



T20N R2W

T.C.A. 19-20
8410

REV.
2-12-90



BK. 4 PG. 95 PARCEL MAPS

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
CALIFORNIA RESOURCES PRODUCTION CORPORATION AND GLENN COUNTY**

NO. 2016-001

SECTION 1. TERMS AND CONDITIONS OF MASTER AGREEMENT.

A. Terms of Agreement.

This agreement is hereby granted to California Resources Production Corporation hereinafter referred to as Grantee, for a term of five years (the "Initial Term") from the effective date of this agreement, subject to all of the limitations and restrictions herein contained. This agreement may be terminated by voluntary surrender or abandonment by Grantee or by forfeiture for non-compliance of the terms and provisions hereof. Grantee shall further have the option to extend this agreement for three additional five-year terms (the "Subsequent Terms") for a fee as agreed to by the parties or determined to be reasonable in light of agreement fees then being charged by jurisdictions. Grantee may exercise its rights to extend this agreement by notifying the County of its election to extend this agreement in writing no later than ninety (90) days prior to the expiration of the then current term.

B. Grant of Agreement.

This agreement grants to Grantee the right and privilege to install, operate, maintain, replace and repair pipeline(s) for the transportation of natural gas or water in, under, along and across certain public streets, highways and public rights of way, hereinafter for convenience collectively referred to as "streets," in the County of Glenn, California, hereinafter referred to as "County", as described in the addendum(s) attached hereto and shown on the map attached hereto as **EXHIBIT "A"**.

C. Appurtenances.

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

SECTION 2. MAINTENANCE AND REPAIR.

A. Grantee shall maintain the pipeline(s) in good, worker-like manner and in conformity with all applicable and lawful federal, state and local rules and regulations and shall perform any necessary repairs. County agrees to process all permit and excavation applications in a timely manner not to exceed two weeks and according to the county's fee schedule.

B. Grantee shall conduct maintenance and repair of the pipeline(s) with the least possible hindrance to the use of the streets for purposes of travel and, within 30 calendar days, all portions of the streets which have been excavated or otherwise damaged thereby shall be repaired in cooperation with and to the reasonable satisfaction of the County. The term "repair" as used in this Agreement shall mean compliance with Glenn County Code Section 13.04.090. In the activities, the Grantee shall indemnify the County as provided in Section 11.

C. Grantee, upon completing any street opening, shall repair all streets, highways, private and public property to the satisfaction of the County and does by this agreement warrant that the work of restoration shall be good against all faulty workmanship

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
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and materials and shall, for a period of one (1) year therefore, maintain all such restored street surfaces in as good condition as other portions of said street, and according to current ordinances of the County, not disturbed by said opening.

D. Grantee shall make such deposits of money or shall file such bonds upon request of the County, with County as may be required to ensure satisfaction and completion of all construction activity, both in connection with the initial construction of the pipeline(s) and with the subsequent repairs of same within public rights of way.

E. In all duties of the Agreement, time is of the essence.

SECTION 3. SAFETY REQUIREMENTS.

A. Conformance with Pressure Piping Code.

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

B. Conformance with Federal and State Codes.

The pipeline(s) and appurtenances shall be operated, maintained, replaced or repaired in accordance with all federal standards for the constructing of interstate pipeline(s) as set forth in Federal laws, rules or regulations. Whenever there is a conflict with the federal or state standards, the more stringent standard will prevail.

C. Conformance with County Ordinances and Permits.

The pipeline(s) and appurtenances shall be operated, maintained, replaced or repaired in conformity with all ordinances, rules or regulations in effect at the time of granting of this agreement, or as prescribed by the Board of Supervisors and in accordance with the terms and conditions of any permit issued by the County Engineer.

D. Certified Test Results.

For those pipelines subject to the provisions of the Pipeline Safety Act of 1981, (California Government Code Section 51010, et seq.), the testing shall be conducted as required by the state fire marshal, and certified test results shall be requested by the County from the fire marshal. In the event the state fire marshal shall fail to provide such certified test results to the County, grantee shall provide such test results to the County upon request.

SECTION 4. STREET EXCAVATION RULES.

A. Permit Required.

Except in an emergency, the Grantee shall not excavate in a country road or right of way without having first obtained all permit and excavation applications from the County Engineer. The Grantee shall pay any fees required by such a permit. Such application may include a traffic control plan and other information as required by the County Engineer. As used herein, "emergency" shall refer to situations in which persons are endangered or property or environmental damage may result, or other requirements of law, rule or regulation, or government order may be violated, if work is delayed pending issuance of a permit, and "County Road" shall mean any public street, alley, way, or any property owned by the County.

B. Duty to Repair Streets and County Roads.

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
CALIFORNIA RESOURCES PRODUCTION CORPORATION AND GLENN COUNTY**

As soon as any street excavation work is completed, all portions of the streets excavated or otherwise damaged thereby shall be repaired consistent with existing ordinances to the reasonable satisfaction of the County Engineer. All street repair work shall be made by the Grantee at the expense of the Grantee in accordance with the ordinances of the County and the conditions of the Permit(s) issued therefor by the County Engineer.

C. Capital Improvement Plan.

Annually, prior to January 1st, the Grantee shall submit a projected five-year capital improvement plan for its facilities subject to this Agreement. Scheduling for repair, replacement or modifications shall be described by year and location in order to provide information to the County for coordination with its public works capital improvement program. Projects not on such a schedule may be denied a permit unless the work is an emergency or the need is unforeseen. Justification may be required from the Grantee.

SECTION 5. CLEAN UP OF BREAKS AND LEAKS.

Grantee shall report immediately any spills or leaks to the appropriate State and Federal Agencies and to the County Engineer. If any portion of any street or County road shall be damaged by reason of breaks or leaks in any pipe or conduit operated or maintained under this agreement, or if any street, sidewalk, sewer, storm drain or other facility be contaminated with crude oil, waste water, diesel fuel, gasoline or other substance transported in said pipeline(s), the Grantee shall, at its own expense, immediately repair or clean up or cause to be repaired or cleaned up any such damage or contamination and repair such street, sidewalk, sewer, storm drain or other facility to the reasonable satisfaction of the County Engineer. Such clean ups shall be accomplished in a timely manner, with as little public disruption as possible.

The Grantee shall be responsible to reimburse the County for all costs associated with County services provided during such break or leak. The reimbursement shall include the current rate of overhead being charged by the County for reimbursable work. Reimbursable work shall include, but not be limited to, inspection, traffic control, police, fire, street, environmental and other County response forces.

SECTION 6. EMERGENCY CREWS.

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

SECTION 7. COMPENSATION TO THE COUNTY.

A. During the Initial Term, Grantee shall pay to the County for deposit in the County Road Fund a base annual fee of \$250 per active pipeline covered by this agreement.

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
CALIFORNIA RESOURCES PRODUCTION CORPORATION AND GLENN COUNTY**

The first fee shall be paid upon acceptance of the agreement and annually thereafter by the anniversary date pursuant to Section 1.A. Grantee shall pay on or before the first day of any Subsequent Term the new annual fee agreed to by the parties and on each successive anniversary date of the agreement thereafter.

B. The agreement fee set out in this Section shall in no way limit Grantee's obligation to compensate County or any private citizen for any damage, claim, expense, or loss whatsoever as set forth in this agreement.

C. Grantee shall pay to the County, on demand, the cost of all repairs to public property made necessary by any operation of the Grantee under this agreement.

D. Any payment due from Grantee to County under any provision of this agreement which is not paid when due shall bear interest at the highest amount allowable by law, but the payment of such interest shall not excuse nor cure any other default by Grantee under this agreement. All payments shall be paid, without deduction or offset except as herein provided, to the office of the Glenn County Planning & Public Works Agency at P.O. Box 1070, Willows, CA 95988, or at such place as the County shall from time to time designate in writing. In the event any payment required under this Section is late, the following schedule of late charges shall be applicable to that portion which is overdue:

- (1) Late 10 days but less than 30 days--2% of the amount due; plus:
- (2) For each additional 30 days or fraction thereof over 30 days--an additional 2% of the amount, including interest due under this Section.

SECTION 8. REMOVAL OR ABANDONMENT OF FACILITIES.

A. Application to County Engineer.

At the expiration, revocation or termination of this agreement or of the permanent discontinuance of the use of its facilities or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the County Engineer for authority to abandon all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the addendum number and map or maps required by Section 1 of this agreement and shall also describe with reasonable accuracy the relative physical condition of such facilities. Abandonment of the pipeline(s) shall be accomplished as required by the Pipeline Safety Act, State or Federal regulations, or any successor legislation.

B. Determination of County Engineer.

The County Engineer shall determine whether such abandonment or removal, which is thereby proposed, may be affected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely affected. He shall then notify the Grantee, and according to such requirements as shall be specified in the County Engineer's order and applicable state and federal regulations, the Grantee shall, within ninety (90) days thereafter, either:

- (1) Remove all or a portion of such facilities; or
- (2) Abandon in place all or a portion of such facilities, as set forth in the

County Engineer's order.

C. Failure to Properly Abandon.

If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, the County Engineer may make additional appropriate orders, including, if he deems desirable, an order that the Grantee shall remove

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
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all such facilities in accordance with applicable requirements of the Pipeline Safety Act or other governing law or statute. In the event the Grantee shall fail to remove any facilities which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the County Engineer, the County may remove or cause to be removed such facilities at the Grantee's expense and the Grantee shall pay to the County the actual cost thereof plus the current rate of overhead being charged by the County for reimbursement work. The insurance provided at Section 12 shall be available to the County to recover such expense.

SECTION 9. REARRANGEMENT OF FACILITIES.

A. Expense of Grantee.

Whenever, during the existence of this agreement, the County shall change the grade, width or location of any street or road or improve any street or road in any manner including the laying of any sewer, storm drain, conduits, gas, water or other pipes owned or operated by the County or any other public agent, or construct any pedestrian tunnels, or other work of the County (the right to do all of which is specifically reserved to the County without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the County Engineer, render necessary any change in the position or location of any facilities of the Grantee in the street, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location in conformity with the written notice of the County Engineer as provided in paragraph D below; provided however, that the County shall not require the Grantee to remove its conduits or lines entirely from the street.

B. Expense of Others.

Notwithstanding paragraph A of this Section 9, when such rearrangement is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee shall be required to pay the costs of such rearrangement; and (b) shall execute an instrument agreeing to indemnifying and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.

C. Rearrangement of the Facilities of Others.

Nothing contained in this agreement shall be constructed to require the County to move, alter or relocate any of the facilities upon said streets or roads, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm, or corporation; or to require County or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee.

D. Notice.

The Grantee shall be given not less than thirty (30) days' written notice of any rearrangement of facilities which the Grantee is required to make hereunder. Such notice shall specify the time that such work is to be accomplished. In the event that the County shall change the provision of any such notice given to the Grantee, the Grantee shall be given an additional period not less than thirty (30) days to accomplish such work.

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
CALIFORNIA RESOURCES PRODUCTION CORPORATION AND GLENN COUNTY**

SECTION 10. SUSPENSION OF OPERATIONS.

If, for any reason, Grantee suspends operations on the pipeline(s) contained in this agreement for a period in excess of ninety (90) days, he shall notify the County Engineer. During this period of suspended operations, the Grantee shall maintain its normal pipeline(s) integrity. This shall continue until such a time as the line is returned to service or abandoned according to Section 8 herein.

SECTION 11. INDEMNIFICATION BY GRANTEE.

A. Grantee shall indemnify, defend, and hold County, its Board of Supervisors, boards and commissions, officers, agents, servants and employees harmless from and against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons or property, of whatever nature, arising out of the use by it of the County roads hereunder or arising out of any of the operations or activities of the Grantee pursuant to the agreement, whether such damage shall be caused by negligence or otherwise, including reasonable attorneys' fees regardless of the merit or outcome of any such claim or suit.

B. Grantee shall indemnify, defend and hold harmless the County, its Board of Supervisors, boards, and commissions, officers, agents, servants and employees, from and against any and all claims and losses whatsoever, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies to Grantee or to its contractors in connection with activities or work conducted or performed pursuant to this agreement and arising out of such activities or work, and from any and all claims or losses whatsoever, including reasonable attorneys' fees, accruing or resulting to any person, firm or corporation for damage, injury or death arising out of Grantee's operations.

C. Grantee shall indemnify, defend and hold harmless the County, its Board of Supervisors, boards, and commissions, officers, agents, servants and employees, from and against any and all claims and losses whatsoever, including reasonable attorneys' fees, for any act in connection with approving the agreement.

SECTION 12. INSURANCE REQUIREMENTS.

A. Type and Amount.

During the life of this agreement Evidence of insurance, including special endorsements, applicable to all activities conducted under this Agreement and including the liability arising out of the existence of real property, in the following forms and amounts are required;

(1) Comprehensive Public Liability Insurance.

Grantee at all times during the term of this agreement shall maintain liability insurance in an amount not less than \$5,000,000 to cover any claim, expense, or loss arising out of the operation, use, maintenance or other privilege exercised under this agreement, including Grantee's contractual liability to indemnify County. The County, its Board of Supervisors, boards, and commissions, officers, agents, servants, and employees shall be named as additional insured in said policy of insurance for all operations of Grantee relating to the operation of the pipeline(s) within the County. Said policy of insurance shall contain the following provisions or endorsements:

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CALIFORNIA RESOURCES PRODUCTION CORPORATION AND GLENN COUNTY**

(a) The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured.

(b) An additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof.

(c) The provision of the policy will not be changed, suspended, cancelled or otherwise terminated as to the interest of an additional insured named herein without first delivering to County sixty (60) days notice of such intention. In such event, Grantee shall secure replacement insurance in the amount and with the endorsements set forth in this Section.

(2) **Workers' Compensation Insurance.**

Covering the Grantee's statutory obligations under California Law for injury to employees. If Grantee is self-insured, evidence must be provided of current State Certificate to Self-Insure and that the required self-insurer's bond is in effect. Each insurer shall be admitted in California, or authorized to conduct business in California, and shall be rated by Best's Insurance guide (or in the event Best's is not in publication, its successor) as Class X. The County has the right during the terms of this agreement to amend the insurance requirements to increase the amount and scope of coverage.

SECTION 13. DEFAULT.

A. **Effect of Default.**

In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein and such default is curable, the County may give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within thirty (30) days after such notice is sent or prosecute such work diligently to completion, the County may declare this agreement forfeited. Upon giving written notice thereof to the Grantee, this agreement shall be void and the rights of the Grantee hereunder shall terminate and the Grantee shall execute an instrument of surrender and deliver the same to the County.

B. **Force Majeure.**

In the event Grantee is unable to perform any of the terms of this agreement by reason of strikes, riots, acts of God, acts of public enemies or other such cause beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder if it shall commence and prosecute such performance with all deliberate speed.

C. **Cumulative Remedies.**

No provision herein made for the purpose of securing the enforcement of terms and conditions of this agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

SECTION 14. SCOPE OF RESERVATION.

The enumeration herein of specific rights reserved shall not be construed as exclusive or as limiting and general reservation herein made or as limiting such rights as the County may now or hereafter have in law.

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
CALIFORNIA RESOURCES PRODUCTION CORPORATION AND GLENN COUNTY**

SECTION 15. NOTICE.

Any notice required to be given under the terms of this agreement, the manner of services of which is not specifically provided for, may be served as notice:

(1) Upon the County, by serving the County Engineer personally, or by addressing a written notice to the **County Engineer at P.O. Box 1070, Willows, CA 95988**, or at such address as may be subsequently provided to Grantee, and depositing such notice in the United States mail, postage prepaid or;

(2) Upon the Grantee, by personal delivery to the Secretary, or by addressing a written notice to Grantee addressed to Grantee addressed to **California Resources Production Corporation 855 Harter Parkway #200 Yuba City, CA 95993** and depositing such notice in the United States mail, postage prepaid, or such other address as may from time to time be furnished in writing by one party to the other, and depositing said notice in the United States mail.

When the service of any such notice is made by mail, the time of such notice shall begin with and run from the date of the deposit of the same in the United States mail.

SECTION 16. SUCCESSORS.

The terms herein shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto. Assignment of this agreement shall require the approval of the County, which approval shall not unreasonably be withheld. This agreement is granted exclusively to Grantee. The County may demand proof of financial responsibility of any proposed assignee of Grantee.

SECTION 17. ACCEPTANCE OF AGREEMENT.

This Agreement is granted and shall be held and enjoyed only upon the terms and conditions herein contained.

SECTION 18. COSTS OF LITIGATION.

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this agreement, the prevailing party shall be entitled to receive from the losing party reasonable costs and expenses in such amount as the court or arbitrator may adjudge to be reasonable attorney's fees and costs incurred by the prevailing party in such action or proceeding. The arbitrator shall make and issue written findings of fact and conclusions of law regarding any issue presented for arbitration.

SECTION 19. COMPLIANCE WITH MITIGATION MEASURES SET FORTH IN EIR/EIS (Reserved).

SECTION 20. CAPTIONS FOR CONVENIENCE.

The captions herein are for convenience and references only and are not part of this agreement and do not in any way limit, define or amplify the terms and provisions hereof.

**MASTER GAS WELL DRILLER ROAD AGREEMENT BETWEEN
CALIFORNIA RESOURCES PRODUCTION CORPORATION AND GLENN COUNTY**

SECTION 21. AGREEMENT AND SEVERABILITY.

A. The agreement is granted upon each and every condition herein contained. Nothing shall pass hereby unless it is granted in plain unambiguous terms. Each of said conditions and representations made by Grantee is a material and essential condition to the granting of the agreement.

B. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Agreement.

SECTION 22. GOVERNING LAW.

This agreement has been made and shall be constructed and interpreted in accordance with the laws of the State of California.

SECTION 23. ARBITRATION.

All disputes arising hereunder shall be referred to binding arbitration under the rules then obtaining of the American Council of Arbitrators. The costs of the arbitrator shall be born equally between County and Grantee and each party shall bear its own costs and expense in connection with arbitration. The Arbitrator shall support any decision with written findings of fact and conclusions of law.

IN WITNESS WHEREOF, County and Company have executed this agreement on the day and year set forth below.

DATED: _____

DATED: _____

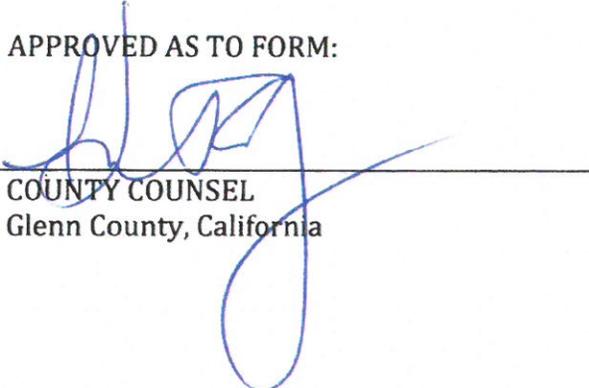
COMPANY

COUNTY OF GLENN

Company Owner/Signatory

Director, Planning & Public Works Agency
Glenn County California

APPROVED AS TO FORM:



COUNTY COUNSEL
Glenn County, California

213144

The undersigned hereby certifies that _____ the owner_ and holder_ of the debt mentioned in said deed of trust and that the same has never been assigned nor transferred.

Address _____

Telephone No. _____ a single man, (endorsed) DEED OF TRUST WITH POWER OF SALE LENO DOMENIGHINI, and

LEVEO DOMENIGHINI and DARIS DOMENIGHINI, his wife, TRUSTOR_ GLENN COUNTY TITLE COMPANY, a corporation, TRUSTEE SARAH ALLGAIER, BENEFICIARY Dated December 17th, 1943.

Recorded at request of GLENN COUNTY TITLE COMPANY February 3, 1944, at 3:32 o'clock P. M., and recorded in Book 166 of Official Records at Page 187 Glenn County Records.

#292E ✓ Jessie A. King County Recorder.

..... \$19.80 Int. Rev. Stamps attached and cancelled Willard Gle. 291 (Ptn) GLENN COUNTY TITLE CO. 2-3-44

GRANT DEED

For value received BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, organized and doing business under the laws of the United States of America GRANTS to HERBERT H. BAY and MARGUERITE L. BAY, his wife, Joint Tenants, all that real property situate in the _____ County of Glenn, State of California, described as follows:

Lots numbered One (1) and Two (2) of the Northeast Quarter (NE 1/4), the South Half of the Northeast Quarter (S 1/2 of NE 1/4), Lot numbered Three (3) of the Northwest Quarter (NW 1/4), the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4), the Southeast Quarter (SE 1/4), and the East Half of the Southwest Quarter (E 1/2 of SW 1/4) of Section Six (6), all in Township Twenty (20) North, Range Two (2) West, Mount Diablo Base and Meridian.

AC. N.P.

SAVING, EXCEPTING AND RESERVING unto the grantor, its successors and assigns from all the above described lands all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property and also the right to drill for, produce and use water from the said real property in connection with its drilling or mining operations thereon. If the grantor shall drill the said real property for oil, gas or other hydrocarbons, or mine the same for minerals, it shall compensate the grantee_ for any damage done to growing crops and improvements and shall pay to the grantee_ the reasonable agricultural value of all land actually taken for the said purposes. If the grantor and the grantee_ cannot agree with regard to the amount of such compensation, the same shall be determined from time to time as it becomes necessary to determine it by arbitration, the grantor to appoint one arbitrator, and the grantee_ another arbitrator and the two so appointed to appoint a third and a decision of a majority to be conclusive; provided that the grantor, or any of its lessees, may exercise all of the rights reserved hereby at any time and from time to time without first being required to agree with respect to such compensation or having the same fixed by arbitration and that such compensation shall be fixed either by agreement or arbitration after the grantor, or any lessee, has commenced and is prosecuting operations, and all parties agree to cooperate to the end that such compensation will be fixed by either of the said methods within a reasonable time after the occasion for fixing the same arises. The covenants and provisions hereof shall inure to the benefit of and bind the successors, assigns and lessees of the grantor only so long as it or they, as the case may be, shall be entitled to exercise

the rights herein reserved, and the personal representatives, heirs, successors, lessees and assigns of the grantee.

The Grantee shall pay, prior to the delinquent date thereof, all taxes and assessments of every kind and nature, including but without limiting the generality of the foregoing, Irrigation District and Reclamation District assessments levied against the land herein described and if, for any reason whatsoever, Grantee shall fail, refuse or neglect to so pay such taxes or assessments, then the Grantor may, at its option, but in no event shall it be obligated so to do, pay all or any part of such tax or assessment and the Grantee shall, within ten days after written demand by the Grantor, reimburse the Grantor for all sums so expended by it, together with interest thereon at the rate of 7% per annum.

SUBJECT TO: Rights of Way, Restrictions, Reservations and Easements existing or of record.

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 22 day of December, 1943.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

We hereby accept the above conveyance.

Herbert H. Bay
Herbert H. Bay

By R. J. Barbieri
Vice President.

Marguerite L. Bay
Marguerite L. Bay

By L. S. Mawby
Asst. Secretary.

(Grantee_)

(Grantor)

(CORPORATE SEAL)
(BANK OF AMERICA)
(_____)

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 23rd day of December in the year One Thousand Nine Hundred and Forty three (1943) before me, A. M. COGLIANDRO, a Notary Public in and for said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared R. J. Barbieri and L. S. Mawby known to me to be the Vice-President and Assistant Secretary respectively of the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in said County aforesaid, the day and year in the certificate first above written.

(SEAL)

A. M. Cogliandro
Notary Public in and for the City and County
of San Francisco, State of California.

My Commission expires Aug. 27, 1947

(endorsed) GRANT DEED _____ TO _____

Recorded at the Request of GLENN COUNTY TITLE CO. February 3, 1944, at 38 min. past 3 o'clock P. M., in Volume 166 of Official Records, page 191 Glenn County Records.

Jessie A. King Recorder.

#295E1

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NO CIOS REQUIRED

2014-3447

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO
AND MAIL TAX
STATEMENTS TO:

Recorded at the request of:
HORIZON LAND SERVICES

09/15/2014 04:06 PM
Fee: \$119.00 Pgs: 36

OFFICIAL RECORDS
Sheryl Thur. Clerk-Recorder
Glenn County, CA

NAME: Vintage Petroleum, Inc.
MAILING ADDRESS: 9600 Ming Avenue, Suite 300
CITY STATE ZIP CODE: Bakersfield, California 93311
Attn: Minerals Manager

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Documentary Transfer Tax \$ -0-
___ Computed on value of interest conveyed
___ Computed on value of interest conveyed less liens
and encumbrances remaining thereon at time of sale
x No property transfer tax due. Said transfer being
between a parent corporation and a wholly owned
subsidiary corporation as part of a corporate reorganization
and change of business form

By:

Janet S. Talla

QUITCLAIM DEED - Mineral Rights

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, OXY USA Inc., a Delaware corporation ("Assignor"), as of the Effective Date, hereby surrenders, quitclaims, conveys and delivers to Vintage Petroleum, Inc., a Delaware corporation ("Assignee") and Vintage Petroleum, Inc.'s successors and assigns all of Assignor's right, title, and interest in, on, under, and to the following (collectively, the "Assets"):

(1) All fee and leasehold estates, together with all other rights in land, including any beneficial interests, set forth in Exhibit "A" attached hereto and incorporated herein by reference and all interest of Assignor in and to any pooled acreage, communitized acreage or units arising on account of any part of the foregoing having been pooled, communitized or unitized, hereinafter individually and collectively called "Real Property Interests," together with any tenement and hereditaments thereunto belonging or in anywise appertaining and not reserved herein to Assignor and the appurtenances and all the estate and rights of Assignor in and to said Real Property Interests;

(2) All oil, natural gas, hydrocarbons and/or other minerals and substances present on or produced or attributed to said Real Property Interests from and after the Effective Date, together with all wells (whether plugged or unplugged), equipment, facilities and personal property of any kind located on the Real Property Interests, Easements and Other Property or used solely in connection with the production, separation, storage, treatment, gathering or transportation of oil, gas, hydrocarbons, or other minerals or substances therefrom, including, but not limited to, tubing, casing, wellheads, pumping units, production units, compressors, valves, meters, flowlines, tanks, heaters, separators, dehydrators, pumps, injection units, gates and fences, pulling machines, warehouse stocks, microwave equipment, hereinafter individually and collectively called "Personal Property";

(3) All of Assignor's exclusive or non-exclusive, appurtenant or express rights to the use and occupancy of the surface, including, without limitation, tenements, appurtenances, surface leases, subsurface pass-through rights, easements, permits, licenses, servitudes and rights-of-way in any way appertaining, belonging, affixed or incidental to or used in connection with the ownership or operation of the Real Property Interests and Other Property, hereinafter individually and collectively called "Easements";



Exhibit "A"

Attached hereto and made a part hereof that certain Quitclaim Deed Effective September 4, 2014, by and between OXY USA Inc., Assignor and Vintage Petroleum, Inc., Assignee

TMC Master List #: 0751
TMC Property Name: VALINE (Smith)
TMC Property Number: GLE-269
Ownership Type: Mineral Fee
APN: 044-130-002, 003
Property Description:

The East half of Lot 48 of the Subdivision 10, United States Irrigation District of Orland, according to the official map thereof filed for record in the office of the County Recorder of the County of Glenn, State of California.

TMC Master List #: 0752
TMC Property Name: VICKERY (Renaud & Wolcott)
TMC Property Number: GLE-241
Ownership Type: Mineral Fee
APN: 020-250-016 thru 019, 021, 028
Property Description:

The Southeast quarter of Section 32 and the West half of Section 33, in Township 20 North, Range 3 West, Mount Diablo Base and Meridian, in the County of Glenn, State of California.

TMC Master List #: 0753
TMC Property Name: WILLARD (Baker)
TMC Property Number: GLE-291
Ownership Type: Mineral Fee
APN:
Property Description:

A parcel of land situated in the County of Glenn, State of California, said parcel being all that portion of the East half of Section 7, the West half of Section 8, and the Northeast quarter of Section 18, all in Township 20 North, Range 2 West, M.D.B. &M., lying West of the centerline of a constructed road, and West and North of a fence line paralleling the right bank of a constructed lateral as it runs upon the ground, said parcel being more particularly described as follows:

Beginning at a point in the centerline of a constructed road, as it appears upon the ground, said point being North 0° 41' East 1010.9 feet from the common section corner to Sections 7, 8, 17 and 18, Township 20 North, Range 2 West, Mount Diablo Base and Meridian, thence South 58° 19' West 15.0 feet to a ¾ inch x 18 inch galvanized iron pipe located on the section line dividing Sections 7 and 8, above township and range, said iron pipe being North 0° 02' West 1003.0 feet from the section corner thence along the right bank of a lateral as it is constructed upon the ground, the following courses and distances all points being marked with ¾ inch x 18 inch galvanized iron pipes, South 58° 19' West 919.8 feet, South 8° 39' West 609.1 feet, South 45° 13' West 658.0 feet, South 57° 16' West 128.3 feet, South 67° 28' West 1335.5 feet to a ¾ inch x 18 inch galvanized iron pipe located on the North and South quarter section line in Section 18, thence North 0° 15' West 1160.9 feet along the quarter section line to the quarter corner between Sections 7 and 18, thence North 0° 26' West 5267.0 feet to a 2 inch x 4' iron pipe marking the quarter corner between Sections 6 and 7, above township and range, thence South 89° 20' East 2736.0 feet along the section line dividing said Sections 6 and 7 to a ¾ inch x 18 inch galvanized iron pipe marking the section corner common to Sections 5, 6, 7 and 8, thence South 89°24' East 47.0 feet along the section line dividing Sections 5 and 8, above township and range, to a point in the center of a constructed road, thence South 0° 06' West 4245.8 feet, more or less, along the road's centerline to the place of beginning.

TMC Master List #: 0754
TMC Property Name: WILLARD (Bay)
TMC Property Number: GLE-291
Ownership Type: Mineral Fee
APN: 019-200-023, 025



Exhibit "A"

Attached hereto and made a part hereof that certain Quitclaim Deed Effective September 4, 2014, by and between OXY USA Inc., Assignor and Vintage Petroleum, Inc., Assignee

Property Description:

Lots 1 and 2 of the Northeast quarter, the South half of the Northeast quarter, Lot 3 of the Northwest quarter, the Southeast quarter of the Northwest quarter, the Southeast quarter and the East half of the Southwest quarter of Section 6, all in Township 20 North, Range 2 West, Mount Diablo Base and Meridian, in the County of Glenn, State of California.

TMC Master List #: 0755
TMC Property Name: WILLARD (Briggs & Price) 1
TMC Property Number: GLE-291
Ownership Type: Mineral Fee
APN: 019-210-015; 019-220-012
Property Description:

Lots 3 and 4, the East half of the Southwest quarter, and the Southeast quarter of Section 18, Township 20 North, Range 2 West, Mount Diablo Base and Meridian, and that portion of the Southeast quarter of Section 7, Township 20 North, Range 2 West, M.D.B. &M., and a portion of the Northeast quarter of said Section 18, lying south of a line which line is described as follows:

Beginning at a ¾ inch x 18 inch galvanized iron pipe located on the section line dividing Sections 7 and 8, Township 20 North, Range 2 West, M.D.B.&M., said pipe being North 0° 02' West 1003.0 feet from the common section corner to Sections 7, 8, 17 and 18, above Township and Range, thence along the right bank of a lateral as it is constructed upon the ground, the following courses and distances, all points being marked with a ¾ inch x 18 inch galvanized iron pipe, South 58° 19' West 919.8 feet, South 8° 39' West 609.1 feet, South 45° 13' West 658.0 feet, South 57° 16' West 128.3 feet, South 67° 28' West 1335.5 feet to a ¾ inch x 18 inch galvanized iron pipe located on the North and South quarter section line in Section 18, all in Township 20 North, Range 2 West, Mount Diablo Base and Meridian.

Containing 472.57 acres, more or less.

TMC Master List #: 0756
TMC Property Name: WILLARD (Briggs & Price) 2
TMC Property Number: GLE-291
Ownership Type: Mineral Fee
APN: 019-210-015, 019-220-012(ptn)
Property Description:

All that portion of Fractional Section 9; Section 8 and the Northwest quarter of the Southwest quarter and the Northwest quarter of Section 17, Township 20 North, Range 2 West, M.D.B. &M., lying North and West of the North and West right of way line of the Glenn-Colusa Main Canal, and west of the Grant line, said parcel being more particularly described as follows:

All of Fractional Section 9, Section 8 and the Northwest quarter of the Southwest quarter and the Northwest quarter of Section 17, Township 20 North, Range 2 West, M.D.B. &M.

EXCEPTING THEREFROM that portion conveyed to L. E. Willard and Helen E. Willard, his wife, by Deed dated April 28, 1944 and recorded June 6, 1944 in Book 170 of Official Records at page 161.

ALSO EXCEPTING THEREFROM that portion conveyed to John Baker et al, by deed dated October 2, 1945 and recorded February 4, 1946 in Book 184 of Official Records at page 50. TOGETHER WITH ALL EASEMENTS AND RIGHTS OF WAY EXISTING OF RECORD.

ALSO EXCEPTING THEREFROM that portion lying within the Right-of-Way of the Glenn-Colusa Irrigation District's Main Canal.



RECORDING REQUESTED BY:

And

WHEN RECORDED MAIL TO
AND UNLESS OTHERWISE STATED BELOW,
MAIL TAX STATEMENTS TO:

California Resources Production Corporation
10800 Stockdale Highway
Bakersfield, California 93311
Attn: Minerals Manager

2014-3418

Recorded at the request of:
HORIZON LAND SERVICES

09/12/2014 02:45 PM
Fee \$32.00 Pgs: 7

OFFICIAL RECORDS
Sheryl Thur, Clerk-Recorder
Glenn County, CA

Space above this line for Recorder's use only

This page has been added to provide adequate space for recording information
(Additional recording fees apply)

DOCUMENT TITLE(S): Certificate of Conversion of a Delaware Limited Liability Company Under
the Name of Vintage Production California LLC to a Delaware Corporation,
Changing its Name From Vintage Production California LLC to
California Resources Production Corporation

(IF APPLICABLE—DEEDS, ETC.)

DOCUMENTARY TRANSFER TAX: \$ N/A

- COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME

MAIL TAX STATEMENTS TO: California Resources Production Corporation, 9600 Ming Avenue, Bakersfield, CA 93311

Glean



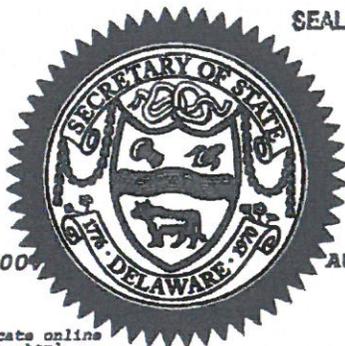
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED LIABILITY COMPANY UNDER THE NAME OF "VINTAGE PRODUCTION CALIFORNIA LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "VINTAGE PRODUCTION CALIFORNIA LLC" TO "CALIFORNIA RESOURCES PRODUCTION CORPORATION", FILED IN THIS OFFICE ON THE SECOND DAY OF SEPTEMBER, A.D. 2014, AT 6:46 O'CLOCK P.M.

SEAL



3151393 81004

141138183

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1667743

DATE: 09-03-14

2014-3419 2 of 7



State of Delaware
Secretary of State
Division of Corporations
Delivered 06:52 PM 09/02/2014
FILED 06:46 PM 09/02/2014
SRV 141133207 - 3151393 FILE

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO A
CORPORATION PURSUANT TO SECTION 265 OF
THE DELAWARE GENERAL CORPORATION LAW

- 1.) The jurisdiction where the Limited Liability Company first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
3. The date the Limited Liability Company first formed is December 29, 1999.
4. The name of the Limited Liability Company immediately prior to filing this Certificate is Vintage Production California LLC.
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is California Resources Production Corporation.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Limited Liability Company have executed this Certificate on the 2nd day of September, A.D. 2014.

By: Jennifer Kirk

Name: Jennifer Kirk

Title: Accounting Official



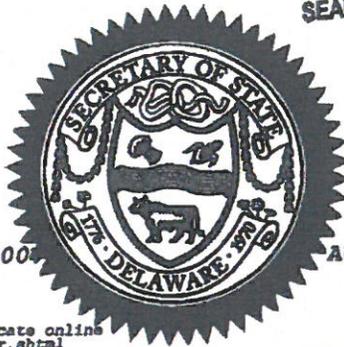
Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF INCORPORATION OF "CALIFORNIA RESOURCES PRODUCTION CORPORATION" FILED IN THIS OFFICE ON THE SECOND DAY OF SEPTEMBER, A.D. 2014, AT 6:46 O'CLOCK P.M.

SEAL



3151393 8100

141138183

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1667743

DATE: 09-03-14

2014-3418 4 of 7



State of Delaware
Secretary of State
Division of Corporations
Delivered 06:52 PM 09/02/2014
FILED 06:46 PM 09/02/2014
SRV 141133207 - 3151393 FILE

**CERTIFICATE OF INCORPORATION
OF
CALIFORNIA RESOURCES PRODUCTION CORPORATION**

ARTICLE I

The name of the corporation is **California Resources Production Corporation**

ARTICLE II

The address of the registered office of the corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at that address is The Corporation Trust Company.

ARTICLE III

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code.

ARTICLE IV

The total number of shares of stock which the corporation shall have authority to issue is 2,000 shares of Common Stock, par value \$0.01 per share.

ARTICLE V

The name and mailing address of the sole incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Jennifer Kirk	5 Greenway Plaza Suite 110 Houston, Texas 77046

ARTICLE VI

The corporation is to have perpetual existence.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the corporation is expressly authorized to make, amend, alter or repeal the By-laws of the corporation.



ARTICLE VIII

Elections of directors need not be by written ballot except and to the extent provided by the By-laws of the corporation.

ARTICLE IX

Meetings of stockholders may be held within or without the State of Delaware, as the By-laws of the corporation may provide. The books of the corporation may be kept (subject to any provision contained in applicable law) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors of the corporation or in the By-laws of the corporation.

ARTICLE X

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware ("DGCL") as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment further limits the liability of a director). No amendment to or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE XI

Unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee or agent of the corporation to the corporation or the corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, the Certificate of Incorporation or the By-laws or (iv) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

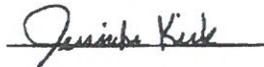
ARTICLE XII

The corporation reserves, subject to any express provisions or restrictions contained in this Certificate of Incorporation, the right to amend, alter, change or repeal any provision contained in the Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the directors, stockholders or any other persons herein are granted subject to this reservation.

{Signature Page Follows}



I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of September, 2014



Jennifer Kirk

Sole Incorporator

