

Boundary Line Agreement 143

(ALAMITOS BAY AGREEMENT No. 9)

CITY OF LONG BEACH, SAN GABRIEL RIVER
IMPROVEMENT CO., MARINA PACIFIC, WELLS FARGO

Party: MORTGAGE INVESTORS, FIRST AMERICAN TITLE INSURANCE CO.

Recording Data: 3/19/1974, BOOK D6204, PAGE 717

W.O. No.: W 2716.724

County: LOS ANGELES

Location: ALAMITOS BAY, CERRITOS CHANNEL

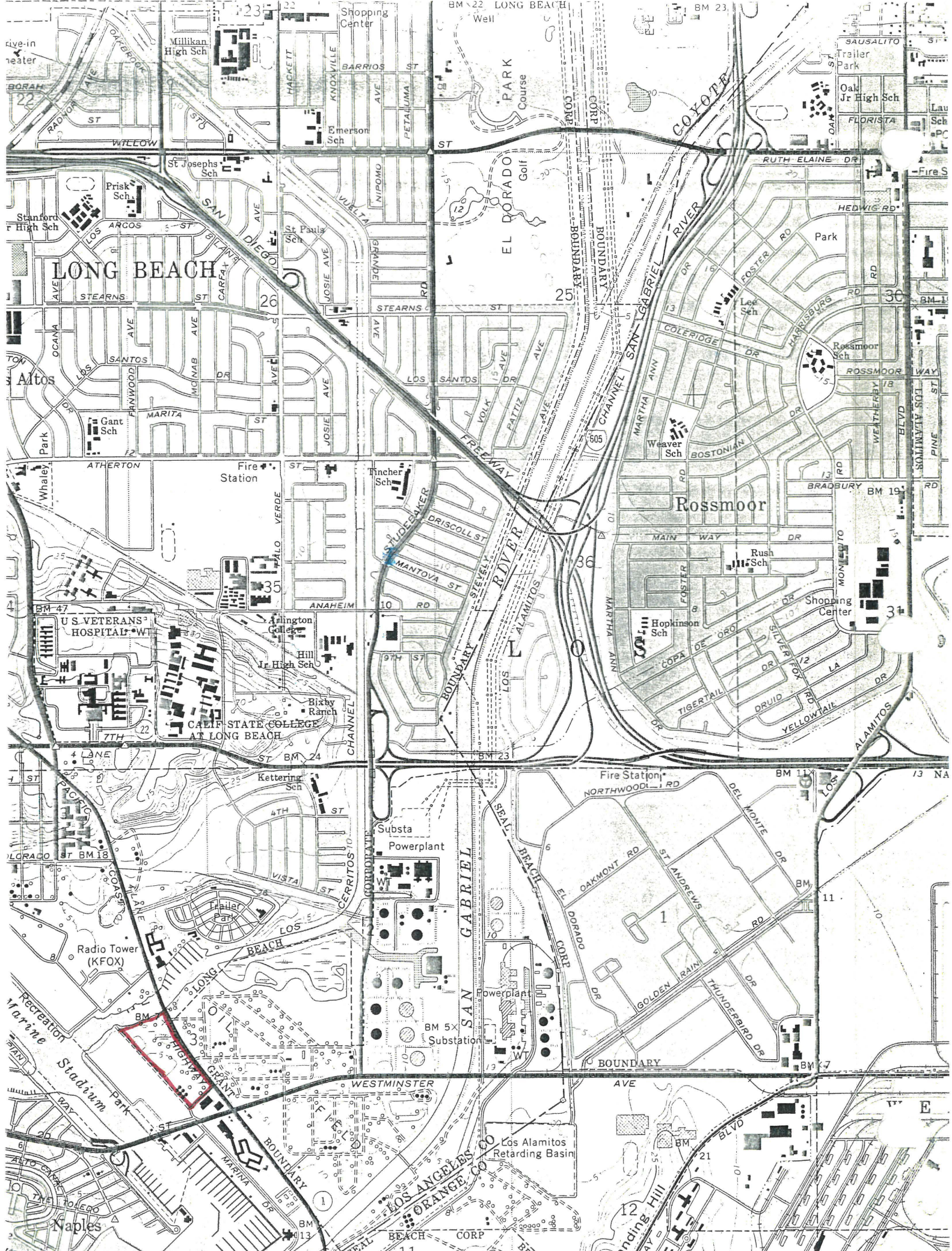
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Summary: _____

BLA 143 is a Boundary Settlement and Exchange Agreement of certain State patented tidelands in Alamitos Bay adjacent to the Los Cerritos Channel and the Pacific Coast Highway pursuant to Chap. 1688, Stats. 1965. The private title in the area is derived from patented State Tideland Location No. 137. The State conveyed all its remaining sovereign interest in the area to the City of Long Beach in trust by legislative actions contained in Chap. 676, Stats. 1911 and as amended. The agreement fixes the location of the boundary of the tideland patent along the affected portion of the Los Cerritos Channel in accordance with a resurvey of said tideland location by the State. In consideration for the boundary agreement and termination of the public trust easement over lands included within the patented tidelands, the private parties conveyed to the City of Long Beach, as trustee pursuant to statutory conveyances, the lands located between the agreed boundary and the proposed bulkhead line of Los Cerritos Channel, a 10-foot wide easement for bulkhead and public access, an easement area for restroom, shower and maintenance facility, an easement area for city boat slip parking and access way to all these facilities from the Pacific Coast Highway (total area 1.14 acres).

Length _____



05-13-86

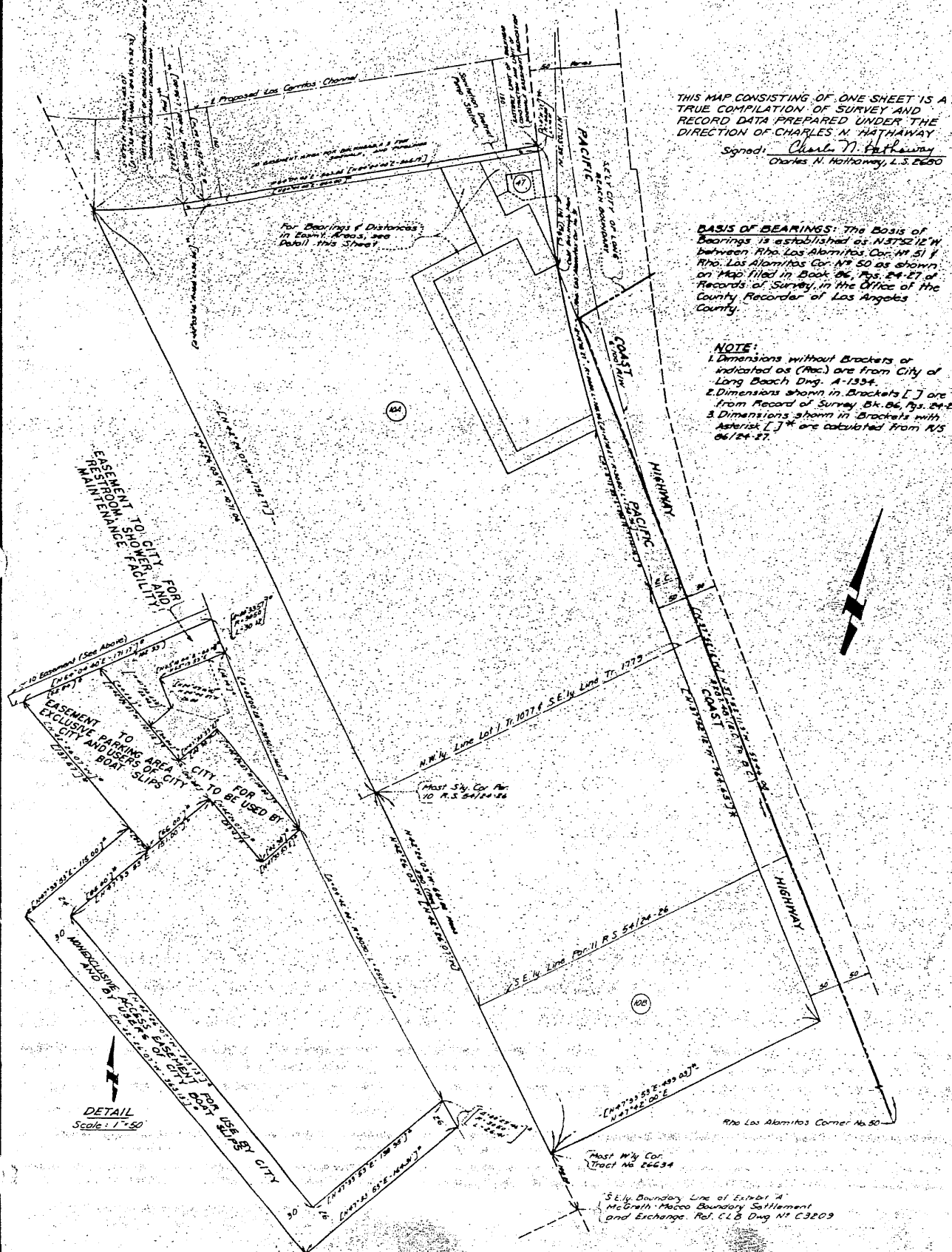
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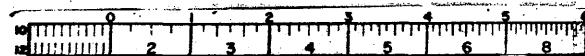
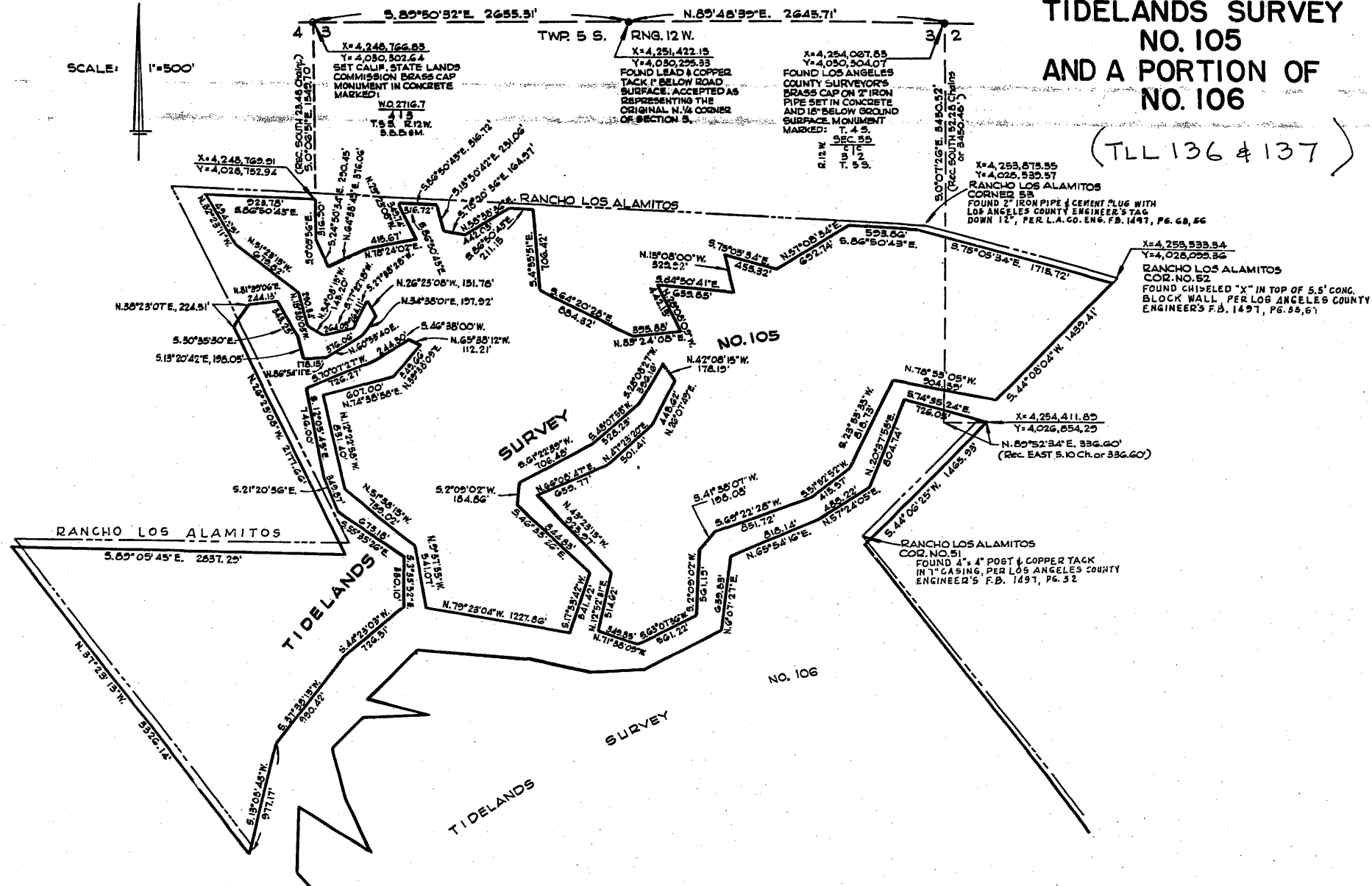
PART OF THE ALAMITOS BAY AREA
CITY OF LONG BEACH, LOS ANGELES COUNTY, CALIFORNIA



TIDELANDS SURVEY NO. 105 AND A PORTION OF NO. 106

(TLL 136 & 137)

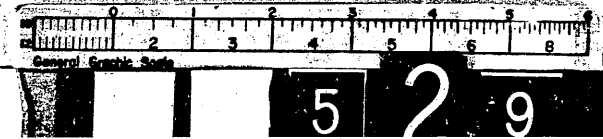
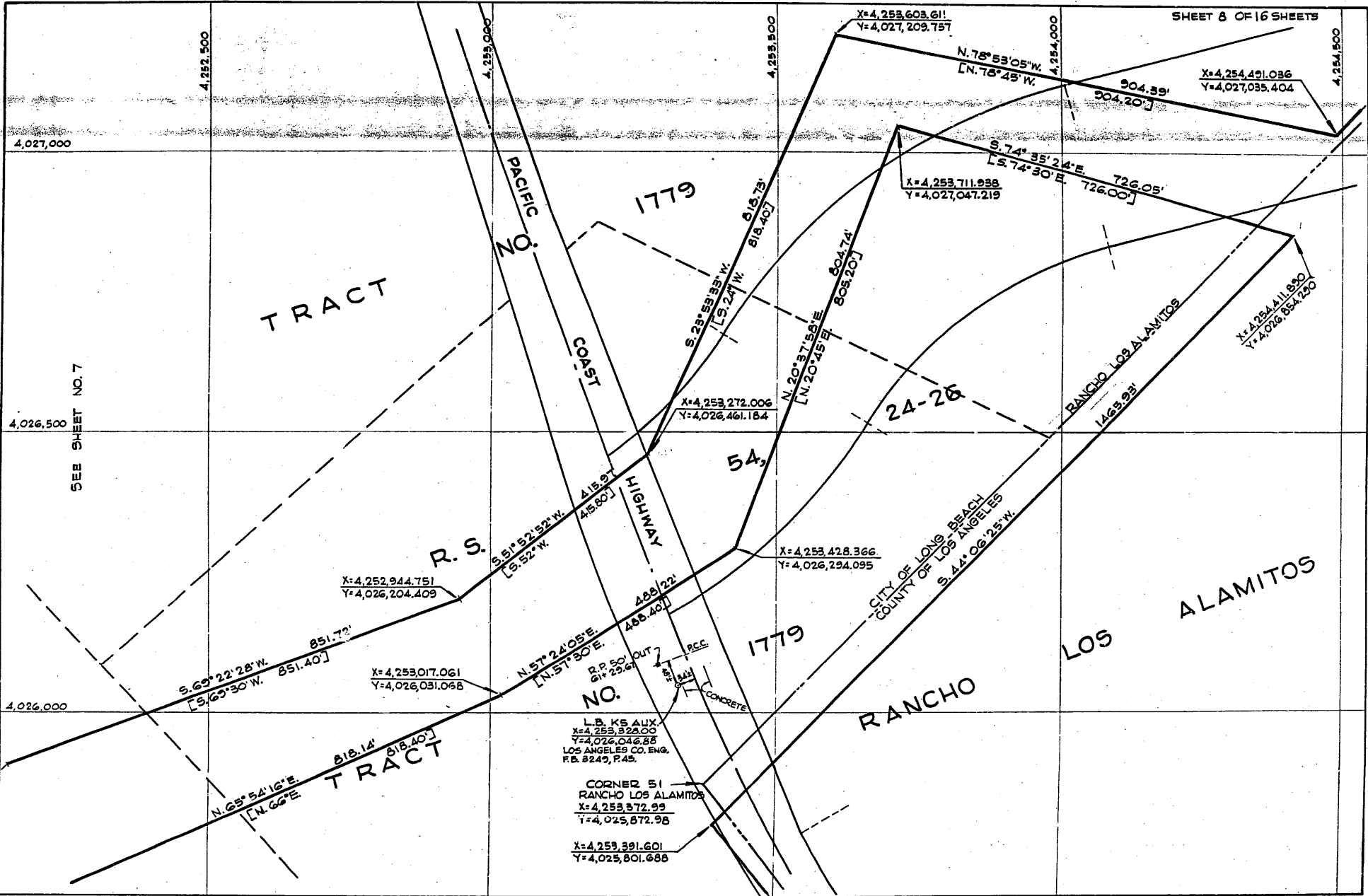
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CXB 5515

CXB 5515

CXB 5515



CXB 5515

MINUTE ITEM

2/28/74
RCH

26. BOUNDARY SETTLEMENT AGREEMENT WITH CITY OF LONG BEACH, SAN GABRIEL RIVER IMPROVEMENT CO., MARINA PACIFICA, WELLS FARGO MORTGAGE INVESTORS, FIRST AMERICAN TITLE INSURANCE COMPANY, AND THOSE OTHER PARTIES WHICH EXECUTE THE AGREEMENT--ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9, LOS ANGELES COUNTY - W 2716.724.

After consideration of Calendar Item 25 attached, and upon motion duly made and carried, the following resolution was adopted:

THE COMMISSION:

1. APPROVES THE ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9 (BLA 143) AND AUTHORIZES ITS EXECUTION ON BEHALF OF THE COMMISSION; THE AGREEMENT BEING ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION AND BY REFERENCE MADE A PART HEREOF.
2. MAKES THE FINDINGS AND DETERMINATIONS REQUIRED BY SECTION 2b OF CHAPTER 1688, STATUTES OF 1965, CONTAINED IN PARAGRAPH 19 OF ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9; SUCH FINDINGS AND DETERMINATIONS TO BE EFFECTIVE AT THE TIME AND AS PROVIDED IN THE AFOREMENTIONED AGREEMENT.
3. AUTHORIZES THE STATE LANDS DIVISION ON BEHALF OF THE COMMISSION TO TAKE ALL FURTHER ACTION AND EXECUTE ALL DOCUMENTS, MAPS OR PLATS NECESSARY OR REQUIRED TO ACCOMPLISH THE TERMS AND PROVISIONS OF THE ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9.
4. AUTHORIZES THE OFFICE OF THE ATTORNEY GENERAL TO REPRESENT THE COMMISSION IN ANY AND ALL MATTERS INCLUDING BUT NOT LIMITED TO LITIGATION CONCERNING ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9.

Attachment:

Calendar Item 25 (2 pages)

BOUNDARY SETTLEMENT AGREEMENT WITH CITY OF LONG BEACH,
SAN GABRIEL RIVER IMPROVEMENT CO., MARINA PACIFICA,
WELLS FARGO MORTGAGE INVESTORS, FIRST AMERICAN TITLE
INSURANCE COMPANY, AND THOSE OTHER PARTIES WHICH
EXECUTE THE AGREEMENT--ALAMITOS BAY BOUNDARY SETTLEMENT
AGREEMENT NO. 9, LOS ANGELES COUNTY

By Chapter 102, Statutes of 1925, and Chapter 158, Statutes of 1935, as amended and supplemented, the State granted to the City of Long Beach in trust all tide and submerged lands located within the boundaries of the City. These statutes failed to define the boundaries of land conveyed. The Legislature in 1957 passed Chapter 2000 of the Statutes of that year requiring the State Lands Commission to survey, monument and plat the lands conveyed by the aforementioned statutes.

In the course of investigation of title and boundary problems in the Alamitos Bay area of Long Beach, it was determined that special legislation was required to solve the problems presented. Such legislation was enacted by the Legislature and is now Chapter 1688, Statutes of 1965. The validity of this legislation was upheld, and the type of boundary settlement agreement involved in the current transaction was approved by the California Supreme Court in the case of City of Long Beach v. Mansell, 3 Cal. 3d 462. This transaction is a further step in the completion of the resolution of title and boundary problems in the Alamitos Bay area.

The proposed agreement No. 9 concerns lands immediately southwesterly of the Pacific Coast Highway between the Los Cerritos Channel and an area just northerly of Second Street in the Alamitos Bay area of the City of Long Beach. Private title in the area affected by the agreement is by virtue of a portion of the area being located within the perimeter description of State Tide Land Location No. 137 (a Patent having been issued as a result). The portion of Los Cerritos Channel within the agreement area was not included within the perimeter description of the Tide Land Location, and therefore is owned free of any private interest by the City of Long Beach, in trust, pursuant to the aforementioned statutory conveyances. Because of extensive physical changes in the area caused by man and failure to perpetuate an agreed location of the boundaries of said Tide Land Location, there is considerable doubt and uncertainty as to the location of the boundary of the Tide Land Location along Los Cerritos Channel. The proposed agreement fixes the location of the boundary of the tideland patent along the affected portion of Los Cerritos Channel in accordance with a resurvey of said Tide Land Location made by the State Lands Division. In consideration for the boundary agreement and termination of the public trust easement of commerce, navigation and fisheries over lands included within the patented lands located within the Tide Land Location, the private parties will convey to the City, as trustee pursuant to the

CALENDAR ITEM NO. 25. (CONTD)

statutory conveyances, lands between the agreed boundary and proposed bulkhead line of Los Cerritos Channel, a ten foot wide easement on top of said bank for public access, an area for a restroom, shower and utility building, another area for public parking of at least 32 parking stalls and an access way from all of these facilities to Pacific Coast Highway. (The areas to be conveyed by the private parties to the City have a total acreage of 1.14 acres.) As a result of this transaction, the City will obtain public access to the entire length of Los Cerritos Channel within the agreement area and intends to develop this area with approximately 32 public boat slips to help alleviate the shortage of such ships in the Alamitos Bay area.

The settlement agreement also provides for the State Lands Commission pursuant to the directive set forth in Section 2b of Chapter 1688 to find that certain privately-owned lands within the settlement area are no longer subject to the easement of commerce, navigation and fisheries.

This agreement is exempt from the provisions of Section 6371 of the Public Resources Code relating to environmental impact reports. This matter has been reviewed by the Office of the Attorney General and has received the concurrence of that office.

EXHIBITS: A. Site Map. B. Agreement Maps.

IT IS RECOMMENDED THAT THE COMMISSION:

1. APPROVE THE ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9 (BLA 143) AND AUTHORIZE ITS EXECUTION ON BEHALF OF THE COMMISSION; THE AGREEMENT BEING ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION AND BY REFERENCE MADE A PART HEREOF.
2. MAKE THE FINDINGS AND DETERMINATIONS REQUIRED BY SECTION 2b OF CHAPTER 1688, STATUTES OF 1965, CONTAINED IN PARAGRAPH 19 OF ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9; SUCH FINDINGS AND DETERMINATIONS TO BE EFFECTIVE AT THE TIME AND AS PROVIDED IN THE AFOREMENTIONED AGREEMENT.
3. AUTHORIZE THE STATE LANDS DIVISION ON BEHALF OF THE COMMISSION, TO TAKE ALL FURTHER ACTION AND EXECUTE ALL DOCUMENTS, MAPS OR PLATS NECESSARY OR REQUIRED TO ACCOMPLISH THE TERMS AND PROVISIONS OF THE ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9.
4. AUTHORIZE THE OFFICE OF THE ATTORNEY GENERAL TO REPRESENT THE COMMISSION IN ANY AND ALL MATTERS INCLUDING BUT NOT LIMITED TO LITIGATION CONCERNING ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9.

2998

BLA 143

When Recorded Return To:

City of Long Beach
City Clerk
c/o Kenneth K. Williams
Deputy City Attorney
205 W. Broadway
Long Beach, California 90802

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA	
3 MIN. PAST	3 P.M. MAR 19 1974
Recorder's Office	

No Tax Due

Kenneth K. Williams
Deputy City Attorney

FREE 45 S

City of Long Beach - State of California -
Official Business - Document Entitled
to Free Recordation Pursuant to
Government Code Sec. 6103.

Kenneth K. Williams
Deputy City Attorney

AGREEMENT FOR THE DETERMINATION BY COMPROMISE
AND SETTLEMENT OF CERTAIN PROPERTY BOUNDARIES
IN THE ALAMITOS BAY AREA OF THE CITY OF LONG BEACH,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; FOR THE
SETTLEMENT AND CONFIRMATION OF TITLE TO CERTAIN
LANDS IN THE ALAMITOS BAY AREA; THE CONVEYANCE OF
CERTAIN REAL INTERESTS AS CONSIDERATION THEREFOR;
THE ASSUMPTION OF CERTAIN OBLIGATIONS AS CONSIDERATION
THEREFOR; TERMINATION OF THE EASEMENT OF COMMERCE,
NAVIGATION AND FISHING AS TO CERTAIN LANDS THEREIN;
AND RIGHTS AND DUTIES OF THE RESPECTIVE PARTIES
HERETO--INCLUDING--

QUITCLAIMS TO REAL PROPERTY--

GRANTS OF REAL PROPERTY AND EASEMENTS--

SUBORDINATION AND PARTIAL RECONVEYANCE OF DEEDS OF
TRUST, AND--

WAIVER AND RELEASE AND CERTIFICATION OF STATE LANDS
COMMISSION TERMINATING THE PUBLIC EASEMENT OF COMMERCE,
NAVIGATION AND FISHING OVER CERTAIN PARCELS OF LAND--

ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9

STATE LAND
RECEIVED

NOV 8 1974

INDEX TO:

STATE OF CALIFORNIA

STATE LANDS DIVISION
* SACRAMENTO *

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

SAN GABRIEL RIVER IMPROVEMENT COMPANY, A
CALIFORNIA CORPORATION

MARINA PACIFICA, A LIMITED PARTNERSHIP

WELLS FARGO MORTGAGE INVESTORS, A
MASSACHUSETTS BUSINESS TRUST

FIRST AMERICAN TITLE INSURANCE COMPANY,
A CALIFORNIA CORPORATION

Required for Chain of Title

Handwritten initials

ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9

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ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9

THIS BOUNDARY AGREEMENT, made and entered into by and between STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (hereinafter referred to as "the State"), and CITY OF LONG BEACH (hereinafter referred to as "the City"), and the SAN GABRIEL RIVER IMPROVEMENT CO., a California corporation (sometimes referred to as the SAN GABRIEL RIVER IMPROVEMENT COMPANY and hereinafter referred to as "San Gabriel"), MARINA PACIFICA, a limited partnership (hereinafter referred to as "Marina Pacifica"), WELLS FARGO MORTGAGE INVESTORS, a Massachusetts business trust (hereinafter referred to as "Wells Fargo"), FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (hereinafter referred to as "First American"), and THOSE PARTIES WHO OWN LANDS OR INTERESTS IN LANDS WITHIN THE PARCELS THAT ARE THE SUBJECT OF THIS AGREEMENT AND WHO EXECUTE COUNTERPARTS TO THIS AGREEMENT (hereinafter collectively and individually referred to as "Other Parties").

W I T N E S S E T H :

WHEREAS, the State of California, upon being admitted to the Union, by virtue of its sovereignty received title to certain tide and submerged lands located within the Alamitos Bay area as that area is defined in Section 1(b) of Chapter 1688, Statutes of 1965;

WHEREAS, the State conveyed certain of its sovereign interests to private parties by issuing Tide Land Patents to State Tide Land Locations 136 and 137 (Los Angeles County Tide Land Surveys No. 105 and 106, respectively, said Tide Land Patents being recorded in Book 9, page 107 and Book 9, page 105, respectively, of Patents in the Office of the County Recorder of Los Angeles County;

WHEREAS, the State conveyed all of its remaining sovereign interests within said Alamitos Bay area to the City, as trustee for the State, pursuant to the provisions of Chapter 676, Statutes of 1911; Chapter 102, Statutes of 1925; and Chapter 158, Statutes of 1935, all as amended and supplemented.

WHEREAS, the Legislature of the State of California, by Chapter 2000, Statutes of 1957, instructed the State Lands Commission to survey, monument and plat the boundaries of those sovereign interests conveyed to the City, in trust, and the State Lands Commission's investigation pursuant to said Chapter 2000 resulted in the ascertainment of the existence of serious title and boundary problems;

WHEREAS, the Legislature of the State of California authorized the City, with approval of the State Lands Commission, by virtue of Section 3(c) of Chapter 1688, Statutes of 1965:

" . . . to settle by agreement, exchange or quitclaim, any dispute concerning whether or not particular land within the Alamitos Bay area constitutes land in private or proprietary ownership by reason of title traceable to a state or federal patent or other valid source, or rather constitutes 'Long Beach tidelands', title to which is vested in the city under the terms of Chapter 676, Statutes of 1911, Chapter 102, Statutes of 1925, or Chapter 158, Statutes of 1935. In settlement of such disputes the city, with the approval of the State Lands Commission, may, by such agreement,

exchange or quitclaim, establish boundary or compromise boundary lines between the 'Long Beach tidelands' and bordering private or proprietary lands.";

WHEREAS, the validity of said Chapter 1688 and authority of the City, State and private parties to enter into agreements pursuant thereto, was approved by the California Supreme Court in the case of City of Long Beach v. Mansell, et al., 3 Cal. 3d 462 (1970);

WHEREAS, San Gabriel, Marina Pacifica, Wells Fargo, First American and Other Parties have or claim to have diverse record title interests in the parcels that are the subject of this agreement, some of which parcels abut the common boundary agreed upon herein, by virtue of their being, in their several estates or interests, successors in interest to the Alamitos Land Company, patentee of the State Tide Land Patent to Tide Land Location 137 recorded in Book 9, page 105 of Patents, Office of the County Recorder of Los Angeles County;

WHEREAS, the interest of San Gabriel is that fee interest, as affected by subsequent leases and conveyances, that was conveyed to the San Gabriel River Improvement Company by that certain deed dated November 19, 1908 from Alamitos Land Company, recorded March 5, 1909, in Book 3655, page 50 of Deeds, Official Records in the Office of the County Recorder of Los Angeles County.

WHEREAS, the interest of Marina Pacifica is that leasehold interest, as affected by Marina Pacifica's subsequent conveyances, that was vested in Marina Pacifica by that certain lease dated October 1, 1972 from San Gabriel to Marina Pacifica, a memorandum of said lease being recorded January 31, 1973 in Book M-4275, page 748, Official Records in the Office of the County Recorder of Los Angeles County.

WHEREAS, the interest of Wells Fargo is that of beneficiary and the interest of First American is that of trustee, respectively, under the deed of trust dated May 30, 1973, executed by Marina Pacifica to secure the payment of a certain note or notes executed by Marina Pacifica, which deed of trust was recorded June 5, 1973 in Book T 8260, page 845, Official Records of the County Recorder of Los Angeles County, which deed of trust was modified and supplemented by that instrument dated August 21, 1973, recorded September 19, 1973 in Book T8456, page 955, Official Records of said County.

WHEREAS, the Other Parties referred to in this agreement, namely "parties who own lands or interests in lands within the parcels that are the subject of this agreement and who execute counterparts to this agreement" are parties whose interests are descended in title from the above described fee interest of San Gabriel. The Other Parties so designated and thereby entitled to execute counterparts to this agreement shall include: Standard Oil Company of California, a corporation, lessee of an oil and gas lease dated November 1, 1921, and recorded December 10, 1921 in Book 692, page 253, Official Records of the County Recorder of Los Angeles County. Standard Oil Company of California, a corporation, and Standard Gasoline Company, a corporation, as grantees of pipeline easements and other easements including those shown by documents recorded August 26, 1931, in Book 11110, page 128, Official Records of said County, May 10, 1937 in Book 14952, page 199, Official Records of said County and August 25, 1966 in Book M-2326, page 575, Official Records of said County. (The interests of Standard Oil Company of California and Standard Gasoline Company deriving and succeeding from the above described oil and gas lease and the above described pipeline easement and other easement grants are the object of an agreement dated

August 21, 1973, which calls for the execution of a surrender agreement, which agreement and surrender agreement will, upon the performance of certain acts and the recordation of said surrender agreement, terminate all of the above described oil and gas lease and pipeline easements and other easement grant rights of Standard Oil Company of California and Standard Gasoline Company in the surface, and in the portion of the subsurface that lies above a depth of 500 feet measured vertically from the surface, of the parcels that are the subject of this agreement.) Persons owning royalty interest rights under the above described November 1, 1921 oil and gas lease or amendments and supplements thereto. County Sanitation District No. 3 of Los Angeles County, which owns the surface, and the portion of the subsurface that lies above a depth of 100 feet measured vertically from the surface, of the Parcel 47 shown on Exhibit "A" attached hereto and hereinafter more fully described and incorporated herein, which District also owns of record certain sewer pipeline and surface access easements within parcels that are the subject of this agreement. Owners of such other easements as may exist within parcels that are the subject of this agreement. In addition, the Los Angeles County Flood Control District may, as an Other Party, execute a counterpart to this agreement.

WHEREAS, prior to this agreement, there has been no understanding among the parties concerning the location of the boundary line to be agreed upon herein for the following reasons: (1) There was no physical re-establishment of the survey of the State Tideland Patent from the time it was originally performed in 1885 until 1966, and as a result of the lack of such complete re-establishment, various conflicting partial resurveys of only portions of said survey over the years have created conflicts as to the location of the true survey lines; (2) The portion of the survey affected by this agreement may have been a meander

line of (what is today known as) Los Cerritos Channel and the actual location of the boundary to be agreed upon may have been a water line of Alamitos Bay, which water line has been affected and controlled by periodic floods and by dredging, filling and other activities of man; and (3) As a result of the foregoing, considerable doubt and uncertainty has arisen as to the true location of the boundary line to be agreed upon herein.

WHEREAS, it is the intent of the parties hereto to set at rest all questions regarding the location of said common boundary and the State, the City and San Gabriel, Marina Pacifica, Wells Fargo, First American and Other Parties consider it expedient and necessary and in the best interests of the State, City and the public, to determine, describe and fix permanently the boundaries of lands and interests belonging to the City, San Gabriel, Marina Pacifica, Wells Fargo, First American and Other Parties and forever to set at rest any and all questions relating to the location of the hereinafter described boundary;

WHEREAS, San Gabriel and Marina Pacifica, as consideration for the agreement to be reached herein, will grant to the City as trustee under said aforementioned State statutory trust grants, (and Wells Fargo and First American, as beneficiary and trustee respectively under the above described Deed of Trust, will consent thereto) interests of substantial value and use to the tideland trust and the citizens of this State, including title to the surface of the private lands in the Los Cerritos Channel adjacent to the proposed southerly channel bulkhead line, the right to a ten (10) foot wide easement and access way running along the shore of said channel, the right to a described parking area easement, the right to a described vehicular access easement to Pacific Coast Highway, and the right to erect and maintain a public restroom, shower and maintenance facility in an area adjacent to the channel. These rights in land and easements will make it possible for the

City to construct needed public boat slips, to better provide for public recreation and to assure that the public will have access to and reasonable facilities for the enjoyment of the Los Cerritos Channel along this area.

WHEREAS, as a result of this agreement the City intends to undertake development of the areas to be agreed to be owned by or to be conveyed to the City and by said development to provide public boat slips on Los Cerritos Channel together with necessary supporting facilities and public access;

NOW, THEREFORE, in order to locate, describe and permanently establish the true and correct boundary between the tideland trust lands of the City and the lands of San Gabriel, Marina Pacifica, Wells Fargo, First American and Other Parties, to confirm respective titles and to arrange for the practical use of said respective lands, it is agreed as follows:

1. Tideland Boundary Defined. The parties hereto agree that within the area shown on the map entitled "Alamitos Bay Boundary Investigation, Alamitos Bay Boundary Settlement & Exchange No. 9, Exhibit 'A' ", attached to this agreement and by this reference made a part hereof, (hereafter referred to as "Exhibit 'A' ") the northwesterly boundary of Tide Land Location No. 137 is the line shown on Exhibit "A" as the northwesterly boundary of Parcel 9 thereon, said line being labeled "Portion of Northwesterly Boundary of State of California Tide Land Patent recorded in Book 9, page 105 of Patents, Office of the County Recorder of Los Angeles County. State Tide Land Location No. 137 (Los Angeles County Tide Land Survey No. 106) as located per State Lands Division Survey 1966," which line is hereinafter referred to as the "Tideland Boundary".

2. Boundary To Be Permanent And Fixed. It is the intent and agreement of the parties hereto that the aforescribed boundary line shall be permanent and fixed and not subject to change by reason of erosion, accretion, reliction, emergence, avulsion and other such occurrences.

3. Quitclaim Confirming Channel Area to City. San Gabriel, Marina Pacifica and Other Parties hereby quitclaim, remise and release to the City as trustee pursuant to the statutory grants of Chapter 102, Statutes of 1925 and Chapter 158, Statutes of 1935, all of their right, title and interest in that certain real property described as follows:

That certain property in the City of Long Beach, County of Los Angeles, State of California, shown by Exhibit "A" attached hereto and made a part hereof to be: bounded on the south by the Tideland Boundary described above; bounded on the north by the centerline of proposed Los Cerritos Channel, said

centerline being parallel with and 150 feet northwesterly, measured at right angles, from the line separating Parcel 9 from Parcel 10A as shown on said Exhibit "A"; bounded on the west by the northwesterly prolongation of the line shown as "N 42° 26' 03" W - 1071.06'" and bounded on the east by the westerly line of Pacific Coast Highway as described in deed to the State of California recorded December 2, 1929, in Book 9563, page 183, Official Records of the County Recorder of the County of Los Angeles, and being that curved line of a stated radius of 3050 feet shown by the Record of Survey recorded in Book 86, pages 24-27 of Records of Surveys in the Office of the County of Los Angeles as being the westerly limit of Pacific Coast Highway.

San Gabriel, Marina Pacifica and Other Parties agree that the parcel quitclaimed to the City by this paragraph constitutes a portion of that certain unpatented channel that lies between the above referred to State Tide Land Location No. 137 and State Tide Land Location No. 136, said channel being a part of those certain tide and submerged lands conveyed by the State to the City in trust, pursuant to Chapter 102, Statutes of 1925 and Chapter 158, Statutes of 1935. The northerly tideland boundary of said channel will be the object of a different and separate agreement

4. Quitclaim Confirming State Patent Areas to Private Owners - Parcels 9, 10A, 10B and 47. The City, as tideland trustee of the lands conveyed to it by Chapter 102, Statutes of 1925 and Chapter 158, Statutes of 1935 and the State, as trustor and beneficiary pursuant thereto, hereby confirm, quitclaim, remise and release to San Gabriel, as owner and holder of the fee estate acquired through the heretofore described deed dated November 19, 1908, from Alamos Land Company to the San Gabriel River Improvement Company, all right, title and interest in Parcels 9,

10A, 10B and 47 as shown on Exhibit "A" attached hereto, to the extent said right, title and interest is based on the claim or assertion that Parcels 9, 10A, 10B and 47 are or were, in whole or in part, sovereign lands of the State of California granted to the City of Long Beach by Chapter 102, Statutes of 1925 or Chapter 158, Statutes of 1935, subject only to the conditions, reservations and easements hereinafter set forth in this agreement. All such interests hereby confirmed and quitclaimed to San Gabriel are intended and shall merge with and into the aforesaid fee estate, with the effect that such interests shall no longer burden the estates, title and interests held by all persons deriving the same through San Gabriel, including Marina Pacifica, Wells Fargo, First American and Other Parties. The City and State agree and confirm that Parcels 9, 10A, 10B and 47 are derived in title from the Patent to State Tide Land Location No. 137 described above. This quitclaim shall be deemed to be prior in time, record and right to the grants contained in the succeeding paragraphs of this Agreement, said grants being based on the title confirmed by this quitclaim.

5. Reservation Of Non-Tideland Trust Municipal And State Interests.

The quitclaim above set forth in paragraph 4. shall not terminate, alter or affect any right or easement held or enjoyed by the City respecting municipal utilities, utility lines or municipal facilities, including water lines, sewer lines, storm drains, oil or gas collection or transmission lines, pumping facilities, electrical lines or conduits or electrical signal transmission lines, nor shall said quitclaim terminate, alter or affect any City or State street, highway or access easement, to the extent any such municipal utility, utility line or facility, or such City or State street, highway or access easement is enjoyed as a matter of law, or to the extent it exists of record in the Office of the County Recorder of Los Angeles County, as of the date this agreement

is recorded. This paragraph shall not create, nor shall it imply, the existence of any such right or easement in the City or State where one does not, in fact, exist by right or law or record on the date this agreement is recorded.

6. Grant to City of Parcel 9, Excepting Minerals. San Gabriel, Marina Pacifica and Other Parties hereby grant to the City that certain property in the City of Long Beach, County of Los Angeles, State of California shown as Parcel 9 by Exhibit "A" attached hereto; excepting from said Parcel 9 all oil, asphaltum, petroleum, natural gas and other hydrocarbons, and other valuable mineral substances and products, and all other minerals, whether or not of the same character hereinbefore generally described, in or under said parcel of land at a vertical depth of five hundred (500) feet or more below the present natural surface of the ground, but without the right of entry on the surface of the ground or within five hundred feet below said surface.

7. Grant Of Ten (10) Foot Wide Easement For Bulkhead, Sidewalk, and Other Stated Uses. San Gabriel, Marina Pacifica and Other Parties hereby grant to City a ten (10) foot wide easement within Parcel 10A, along the northwesterly line of Parcel 10A, over that area labeled "10' Easement Area For Bulkhead, 5 Foot Sidewalk, And Pipelines" as shown on "Alamitos Bay Boundary Investigation, Alamitos Bay Boundary Settlement & Exchange No. 9, Exhibit 'B' " attached hereto and by this reference made a part hereof, hereinafter referred to as "Exhibit 'B' ". Said easement shall be for the purpose of allowing the City to construct and maintain therein a bulkhead structure, along and adjoining the northwesterly line of Parcel 10A, between the points shown on Exhibit "B" to be the easterly and westerly limits of said bulkhead construction, to construct and maintain therein the bulkhead tie-back supports that will cross said ten (10) foot

easement area, and to allow the location, construction and maintenance therein of a public sidewalk, a minimum of five (5) feet in width, together with access ramps to such brows or gangways as the City may construct to provide access to public boat slips in the Los Cerritos Channel; excepting and reserving to San Gabriel, as fee owner, and Marina Pacifica, as San Gabriel's lessee, the right to grant to other persons easements to locate and maintain underground facilities, including an easement to install, maintain, repair and remove oil, gas and oil well brine collection and transmission pipelines beneath the surface of said above described ten (10) foot easement area, said lines and easements to be placed so as not to interfere with the construction and maintenance of the above described bulkhead and its tie-backs, and to be placed at sufficient depth as to not unreasonably interfere with the construction and maintenance of the public sidewalk to be located in said ten (10) foot easement area. The precise location, width, configuration and structural design of the sidewalk within said ten (10) foot easement area shall be subject to the approval of the Long Beach City Engineer. San Gabriel and Marina Pacifica agree to indemnify and hold the City harmless, and Marina Pacifica agrees to indemnify and hold San Gabriel harmless, from the cost of protection, repair, cleanup or replacement of any City sidewalk, bulkhead, boat slip structure, restroom, shower and maintenance facility, parking lot, landscaping or utility line, which protection, repair, cleanup or replacement is made necessary by the installation, operation, failure, repair, abandonment, removal, replacement or relocation of any of said underground facilities or oil, gas or oil well brine collection or transportation pipelines.

8. Grant Of Easement For City Boat Slip Parking. San Gabriel, Marina Pacifica and Other Parties hereby grant to City an easement over

the area shown on Exhibit "B" as "Easement to City For Exclusive Parking Area To Be Used By City and Users of City Boat Slip Users." By said easement the City shall have and is hereby granted the right to use said described area as a vehicular parking lot, and the City shall for that purpose have exclusive administration and control over the use of the surface of said area. The City may, pursuant to this easement, limit and restrict the class of persons entitled to enter said area and to park in said area, and so may limit use of said area to the users of the boat slips the City intends to install along the Los Cerritos Channel in this vicinity, to City vehicles and equipment, and to such other persons as the City may designate. In that regard the County Sanitation District No. 3 of Los Angeles County shall be deemed to be permitted by the City to use said easement so that its vehicles or mobile equipment may enter on or cross said area, or to park in said area, in the performance of the District's duties regarding installation, maintenance, operation, repair or replacement of the District's pumps, pipelines and facilities, and the City will, if requested, consent to the District constructing and maintaining additional underground facilities beneath the surface of this parking easement area, so long as the District is required to repair and restore the surface and improvements of the parking area at the conclusion of the District's work. The City's Director of the Marine Department, the City Manager or such other City Official as the City Manager shall from time to time designate, may prescribe such rules, regulations and restrictions as they deem to be appropriate to the use of this City parking easement area, including regulations governing ingress and egress to and from said area and the installation and use of mechanical gates or other devices to control access to and the use of said City parking easement area.

9. Grant of Access Easement to City Parking Area. San Gabriel, Marina Pacifica and Other Parties hereby grant to City an easement over the area shown on Exhibit "B" as "Nonexclusive Access Easement for Use by City and by Users of City Boat Slips." By said easement the City shall enjoy a nonexclusive right of access over the described area, which access shall provide ingress and egress between the City parking easement area above described in paragraph 8., and the Pacific Coast Highway, to and for the use of persons using the City boat slips, the use of City vehicles and the use of other vehicles related to construction, reconstruction, operation, repair or replacement, or other work, related to City boat slips or related facilities. The County Sanitation District No. 3 of Los Angeles County shall be deemed to be permitted by the City to use the City's nonexclusive access easement for the transport of District vehicles and mobile equipment.

10. Grant of Easement for Restroom, Shower and Maintenance Facility. San Gabriel, Marina Pacifica and Other Parties hereby grant to City an easement over the area shown on Exhibit "B" as "Easement to City for Restroom, Shower and Maintenance Facility". By said easement the City shall enjoy the right to construct and maintain thereon a restroom and shower building and a maintenance building as a support facility relating to operation of the proposed City boat slips. The City's Director of the Marine Department, the City Manager, or such other City official as the City Manager may from time to time designate, may prescribe such rules, regulations and restrictions as they deem to be appropriate to the use of these facilities.

11. Right To Relocate Parking And Access Easements. The easements described in paragraphs 8 and 9 may from time to time be relocated within Parcel 10A by written agreement, signed and acknowledged by the

City Manager and by such persons as at that time hold such ownership and rights that they are necessary parties to said relocation. Said agreement shall contain the declaration of the City Manager that the parking easement area, if relocated, will still accommodate a minimum of 32 automobiles and is so located as to be convenient for the use of City boat slip users, and that the nonexclusive access easement, if relocated, will conveniently provide access between Pacific Coast Highway and the City parking easement area for the users of said parking area. Any such agreement shall be effective only upon being recorded. Relocations made according to the above stated conditions shall not require action or consent by the State.

12. Architectural Control of Restroom, Etc., Building Design.

To assure an appropriate consistency of architectural design for structures within Parcels 10A and 10B, Marina Pacifica agrees to provide, at its expense, architectural plans for the building to be constructed by the City in the City's Restroom, Shower and Maintenance Facility Easement Area. Said structure shall be designed to serve those functions and contain those facilities as are designated by the City and shall be designed for construction at a reasonable cost. Said plans shall be subject to review by and the approval of the City Engineer. In the construction of said facility the City will substantially conform to the architectural plans provided in accordance with this paragraph.

13. City to Construct Bulkhead. The City agrees to construct and maintain a bulkhead within Parcel 10A along the northwesterly line of Parcel 10A between those points designated on Exhibit "B" as the easterly and westerly limits of bulkhead construction. To this end the City will diligently endeavor to obtain all necessary governmental permits and approvals, including the approval of State small craft harbor development loan moneys, which permits and approvals are required for construction

by the City of boat slips along said bulkhead. In the event, however, that the City is, within two years of the effective date of this agreement, unable to obtain those governmental permits and approvals that are required both for construction of the bulkhead and for construction of 32 City boat slips immediately adjacent to said bulkhead (the revenue from which is intended by the City as the source of amortization of the cost of City improvements, including said bulkhead), the City may, within 180 days of the termination of said two year period, elect to terminate its obligation under this paragraph to construct said bulkhead. Said election to terminate may, pursuant to written agreement executed by the City Manager and by Marina Pacifica or its successor in interest, be made at a time prior to the expiration of said two year period, or by such agreement the period for election may be extended. Said termination shall be effective upon delivery by the City to Marina Pacifica and San Gabriel or their successors in interest of a notice of election to terminate the obligation to build said bulkhead, together with delivery to Marina Pacifica and San Gabriel or their successors in interest of City quitclaims of the City easements described in paragraphs 8., 9., 10., 14., 14A. and 16. hereof. Should the City successfully obtain the necessary permits and approvals and commence construction, Marina Pacifica and San Gabriel shall have the right to post proper notices of non-responsibility at the construction site of the bulkhead or other City construction undertaken pursuant to this agreement and the City agrees to indemnify Marina Pacifica and San Gabriel from liability and mechanics liens regarding all construction performed for the City pursuant to City contract therefor.

14. Bulkhead Tie-Back To Structural Support Pilings. It is understood that in certain areas adjacent to the ten (10) foot easement area along the northwesterly boundary of Parcel 10A, Marina Pacifica intends to install support pilings as a base for the construction of buildings and that buildings

will be constructed over said pilings. Marina Pacifica agrees that said pilings will be so designed and installed as to provide for the convenient attachment of bulkhead tie-back supports, and that the City may tie back and attach its bulkhead supports to said pilings and may maintain and replace said tie back supports and their attachments as may from time to time be necessary. In the exercise of its access to said support pilings in the maintenance or replacement of said bulkhead tie-backs, the City shall take care to avoid damage to overlying buildings and appurtenant structures and shall repair and restore the premises following such maintenance work.

14A. City Bulkhead Tie-Back Access. The City shall have a right, during construction of its bulkhead, and from time to time as necessary for the subsequent maintenance of said bulkhead, to enter on such portion of Parcel 10A as is not covered by buildings and lies within thirty (30) feet of said bulkhead, for the purpose of emplacing bulkhead support pilings therein, and for attaching bulkhead tie-backs to said pilings, and for maintaining said pilings and tie-backs. The City will restore, repair or replace any private structures, utility lines, paving or landscaping disturbed or damaged in the course of said City construction or maintenance work.

15. Sidewalk And Landscaping Construction Responsibility. Along the length of and within the area designated on Exhibit "B" as "10' Easement Area For Bulkhead, a 5 Foot Sidewalk, and Pipelines" Marina Pacifica agrees to construct and maintain the public sidewalk, as heretofore described in paragraph 7. Marina Pacifica will accomplish such repairs as may from time to time be necessary to keep said sidewalk in safe and sightly repair, excepting only that repair of such damage to said sidewalk as may be caused solely by City work on the City bulkhead, the City dock structures

or the City restroom, shower and maintenance facility will be paid for by City. Marina Pacifica agrees to landscape all appropriate areas, if any, within said ten (10) foot easement area, as designated by the City Engineer, and will maintain said landscaping and the appearance of said area in a sightly and attractive manner.

16. City Utility Hook-Up Rights. It is recognized that the City boat slip facilities and supporting City shore-side facilities such as the restroom, shower and maintenance facility will require and be served by subsurface utility lines such as, but not limited to, electrical, water, sewage, storm drain and telephone lines. The private structures within Parcel 10A will likewise be served by such lines. San Gabriel, Marina Pacifica and Other Parties hereby grant to City, within only such portions of Parcel 10A as will be free of structures and used for open parking, a right of subsurface access to utility lines below such parking areas, so that City utility hook-ups may be made in a convenient and economic manner. The City shall bear its own costs for such utility hook-ups and shall pay for the repair of any damage done to the surface of the parking lot or to other existing subsurface lines by reason of the City's installation, maintenance, repair, replacement or removal of such utility hook-up lines. Said City utility hook-up lines may from time to time be relocated by San Gabriel or Marina Pacifica or their successors in interest if required for the convenience of their operations or development, said relocation to be at the expense of the party desiring said relocation and said relocation to be accomplished without interruption of service.

17. City Parking and Access Area Construction Responsibility. Marina Pacifica agrees that, at its own expense and concurrent with the paving of its own parking areas within Parcel 10A, Marina Pacifica will grade, pave, and stripe, and will construct appropriate curbs, bumpers, walkways and retaining walls, within the City parking easement area described in paragraph 8. Said work will be performed in conformance with such layout and specifications as are provided by the City Engineer. Marina Pacifica will at the same time pave the nonexclusive access easement area described in paragraph 9., which area will be improved and used and maintained by Marina Pacifica and concurrently used as a part of its own traffic circulation and parking facility.

18. Liability Indemnity Regarding City Easements. The City agrees to indemnify and hold harmless San Gabriel, Marina Pacifica, Wells Fargo and First American from all liability for damage or injury to persons or property arising out of the use, maintenance, operation or enjoyment of the easements granted to the City by paragraphs 8, 9 and 10 of this Agreement, or the exercise by the City of its rights under paragraphs 14, 14A and 16 or the exercise by the City of its rights under paragraph 13 to construct and maintain a bulkhead, excepting only liability occasioned by the failure of Marina Pacifica to perform its construction obligations pursuant to paragraphs 14, 15 and 17, or such liability as is occasioned by negligent or actionable acts of San Gabriel, Marina Pacifica, Wells Fargo, First American or their officers, agents or employees.

19. State Certification And Waiver of Easement for Commerce, Navigation And Fisheries. The State Lands Commission, pursuant to the provisions of Section 2(b), Chapter 1688, Statutes of 1965, has determined and by execution of this document hereby certifies that Parcels 10A, 10B and 47 shown by Exhibit "A" attached hereto are no longer submerged or

below the line of mean high tide, are no longer necessary or useful for commerce, navigation and fisheries, and consequently are hereby freed of the public use and trust for commerce, navigation and fisheries, provided that said public use and trust for commerce, navigation and fisheries shall continue to attach to the easement rights held by the City pursuant to paragraphs 7, 8, 9, 10 and 11 hereof, and further provided that said public easement of commerce, navigation and fisheries shall reattach to any lands within Parcels 10A and 10B which in the future are dredged, submerged and connected to or joined with navigable waters.

20. Compromise Agreement Is Not Admission. It is expressly understood by all parties hereto that the provisions set forth in this agreement have been determined for purposes of compromising and settling the boundary dispute between the parties hereto (including any parties who may ratify or approve this agreement) within the agreement area. The boundary lines agreed upon in this agreement do not constitute any admission, nor are they to be construed as any expression, on the part of any party executing or ratifying or approving this agreement, concerning the extent or boundaries of any other tide and submerged lands owned by the City, in trust, pursuant to statutory grants from the State of California, or of any other private lands owned by parties hereto.

21. Obligations Separable From Conveyances. The performance or non-performance of acts which under this agreement remain to be performed subsequent to the recordation of this agreement, shall not affect the finality of the conveyances set forth in this agreement, nor the finality of paragraph 19 of this agreement. Nothing herein, however, shall affect or diminish the rights of the parties to this agreement to enforce each and every paragraph hereof at law, in equity or both.

22. Terminability of City Easements. At such time, after construction by the City of bulkhead and boat slips referred to in paragraph 13, as the City determines it will no longer seek to operate and maintain public boat slip facilities within the Los Cerritos Channel immediately adjacent to said bulkhead, and removes said boat slips, the City shall execute and deliver to San Gabriel and Marina Pacifica or their successors in interest a quitclaim of the easements and rights granted by paragraphs 8., 9., 10., and 16. As a condition of delivery of said quitclaim the City may require that said grantees also accept a quitclaim of the City's right and duty to maintain said bulkhead pursuant to paragraphs 7 and 13 hereof, and that said grantees assume all future responsibility for said bulkhead, and agree to keep the same in good and safe condition and repair, including its tie-backs, railings and appurtenances. Should such acts be performed the City will thereupon also quitclaim its rights under paragraphs 14 and 14A.

23. Subordination of Trust Deed to City Easements. Wells Fargo, as Beneficiary and First American, as Trustee, respectively, of the Deed of Trust dated May 30, 1973 and recorded June 5, 1973 in Book T 8260, page 845, Official Records of the County Recorder of Los Angeles County, which Deed of Trust was modified and supplemented by that instrument dated August 21, 1973, recorded September 19, 1973 in Book T 8456, page 955, Official Records of said County, do hereby subordinate the lien or charge of said Deed of Trust to all of the easements, rights and interests granted to the City and the State under this agreement. Said easements, rights and interests shall unconditionally be and remain at all times a lien or charge on said property prior and superior to the lien or charge of said Deed of Trust. This agreement shall be the whole and only agreement with

regard to the subordination of the lien or charge of the Deed of Trust to the lien or charge of said easements, rights and interests.

24. Request for Partial Reconveyance of Parcel 9 and Channel Area.

Wells Fargo, as Beneficiary and legal owner and holder of the note or notes, and all indebtedness secured by the Deed of Trust, described in paragraph 23. of this agreement, does hereby authorize First American, as Trustee, to reconvey to the person or persons legally entitled thereto, the properties hereinafter described:

PART ONE: That certain property in the City of Long Beach, County of Los Angeles, State of California, shown as Parcel 9 by Exhibit "A" attached hereto and made a part hereof.

PART TWO: That certain property in the City of Long Beach, County of Los Angeles, State of California shown by Exhibit "A" attached hereto and made a part hereof to be: bounded on the South by the Tideland Boundary in paragraph 1. described above; bounded on the North by the centerline of proposed Los Cerritos Channel, said centerline being parallel with and 150 feet Northwesterly, measured at right angles, from the line separating Parcel 9 from Parcel 10A as shown on said Exhibit "A"; bounded on the West by the Northwesterly prolongation of the line shown as "N 42° 26' 03" W 1071.06', " and bounded on the East by the Westerly line of Pacific Coast Highway as described in Deed to the State of California recorded December 2, 1929, in Book 9563, Page 183, Official Records of the County Recorder of the County of Los Angeles and being that curved line of a stated radius of 3050 feet shown by the Record of Survey Map filed in Book 86, Pages 24 to 27 of Records of Surveys in the office of the County Recorder of said County as being the westerly limit of Pacific Coast Highway.

Marina Pacifica, as Trustor under the Deed of Trust described in paragraph 23. of this agreement, hereby requests Wells Fargo to make the request set forth in this paragraph, and hereby requests First American to act in accordance therewith, as set forth in the next following paragraph, it being understood that this request and the Partial Reconveyance pursuant hereto are made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any right or obligations of any of the parties to said Deed of Trust.

25. Partial Reconveyance of Parcel 9 and Channel Area. First American, as Trustee, under the Deed of Trust described in paragraph 23. of this agreement, having been requested in writing (see paragraph 24. of this agreement), by the holder of the obligation secured by said Deed of Trust, to reconvey a portion of the estate granted to Trustee under said Deed of Trust, does hereby reconvey unto the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by trustee under said Deed of Trust in and to those portions of the property described as follows:

PART ONE: That certain property in the City of Long Beach, County of Los Angeles, State of California, shown as Parcel 9 on Exhibit "A" attached hereto and made a part hereof.

PART TWO: That certain property in the City of Long Beach, County of Los Angeles, State of California shown by Exhibit "A" attached hereto and made a part hereof to be: bounded on the South by the Tideland Boundary in paragraph 1. described above; bounded on the North by the centerline of proposed Los Cerritos Channel, said centerline being parallel with and 150 feet Northwesterly, measured at right angles, from the line separating Parcel 9 from

Parcel 10A as shown on said Exhibit "A"; bounded on the West by the Northwesterly prolongation of the line shown as "N 42° 26' 03" W 1071.06', " and bounded on the East by the Westerly line of Pacific Coast Highway as described in Deed to the State of California recorded December 2, 1929, in Book 9563, Page 183, Official Records of the County Recorder of the County of Los Angeles and being that curved line of a stated radius of 3050 feet shown by the Record of Survey Map filed in Book 86, Pages 24 to 27 of Records of Surveys in the office of the County Recorder of said County as being the westerly limit of Pacific Coast Highway.

The remaining property described in said Deed of Trust shall continue to be held by the Trustee under the terms thereof. As provided in said Deed of Trust this Partial Reconveyance is made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any right or obligations of any of the parties to said Deed of Trust.

26. Effective Date, Necessary Parties And Time Limit. This agreement and the conveyances included herein shall be effective on the date it is recorded in the Office of the County Recorder of Los Angeles County after execution by the City, the State, San Gabriel, Marina Pacifica, Wells Fargo and First American. This agreement shall not become effective unless so executed and recorded prior to December 31, 1974. The conveyances, covenants and agreements expressed in this agreement in the present tense shall be operational and effective as to such Other Parties as may sign counterparts to this agreement as of the date the counterpart of each such Other Party is recorded.

27. Counterparts. This agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original and as if all of the parties to the aggregate counterparts had signed the same instrument. Any signature page of this agreement may be detached from any counterpart of this agreement without impairing any signatures thereon, and may be attached to another counterpart of this agreement identical in form hereto but having attached to it one or more additional signature pages. In the execution of this agreement, each party hereto shall furnish such acknowledgements and certifications as may be necessary to duly record, in the Office of the County Recorder, its execution hereof.

28. Adoption By Other Parties. Any Other Parties, as owners of any real interest in the parcels shown on Exhibit "A" may, within ten (10) years of the effective date of this agreement, become a party to this agreement by executing a counterpart hereof. Such an executed counterpart shall be deposited with the City Clerk of the City. The City Clerk shall have said executed counterpart recorded in the Office of the County Recorder of the County of Los Angeles. Each of such executed counterparts shall be effective upon each being recorded in said office, provided this agreement has become effective as set forth in paragraph 26 above. The cost of recording said counterpart shall be paid by the party which executed it. After said counterpart has been recorded, it shall be attached to the copy of said agreement on file in the Office of the City Clerk. The failure of any Other Parties or persons other than those specified in paragraph 26 to execute a counterpart of this agreement shall in no way affect the consideration supporting this agreement, or the validity or binding nature thereof, as between the parties specified in

paragraph 26. Other Parties who execute counterparts to this agreement shall not, by their joinder, be deemed to have given any warranty of title under any of the grants contained in this agreement.

29. Grammatical Context. As used herein, whenever the context so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural and vice versa. Defined terms are to have their defined meaning regardless of their grammatical form, number or tense of such terms.

30. Covenants To Run With Land. All of the agreements, undertakings and conditions set forth in this instrument are intended by the parties hereto to be, and shall be construed as creating, covenants and all such covenants shall run with the land, shall inure to the benefit of the parties hereto and their respective successors and assigns to their interests, tenures, estates and titles in and to the parcels of real property intended to be benefited thereby, and shall bind the parties hereto and their respective successors and assigns to their interests, tenures, estates and titles in and to the parcels of real property intended to be burdened thereby.

31. Security For Performance of Marina Pacifica Obligations. Marina Pacifica, upon execution of this Agreement, shall obtain and deliver to the City Manager of this City, for approval of the City Manager as to sufficiency and approval of the City Attorney as to form, a bond issued by a surety company authorized to do business in the State of California, an unconditional letter of credit issued by a commercial bank in favor of the City, a savings account passbook assigned to the City with full withdrawal rights and issued by a savings and loan association or commercial bank, or other form of security deposit agreed to in writing by said City Manager, which bond, letter of credit, savings account or other deposit, as the case may be, shall be in the amount of \$35,000. The aforesaid bond, letter of credit, savings account or other deposit, as the case may be, shall stand as security for the performance by Marina Pacifica

of the following obligations under this Agreement: (1) the duty to provide architectural plans, as specified by paragraph 12; (2) the duty to construct certain support pilings so as to provide for the convenient attachment of bulkhead tie-backs, as provided in paragraph 14; (3) the duty to construct a public sidewalk within the 10-foot easement area as described in paragraph 15; (4) the duty to landscape appropriate portions of the aforesaid 10-foot easement area, as provided for in paragraph 15; and (5) the duty to grade, pave and improve the city parking easement area and nonexclusive access area, as provided for in paragraph 17. In addition to the foregoing, Marina Pacifica agrees that upon any transfer or assignment of all or any portion of its leasehold or other interests in Parcel 10A, as a condition to said transfer or assignment, Marina Pacifica shall require the transferee or assignee to expressly assume, in writing, each and all of Marina Pacifica's duties and obligations arising under this Agreement, including, but without limitation upon the generality of the foregoing, (a) the obligation in paragraph 7 to indemnify and hold the City harmless from the cost of protection, repair, cleanup or replacement of any City sidewalk, bulkhead, boatslip structure, restroom, shower and utility building, parking lot, landscaping or utility line, which protection, repair, cleanup or replacement is made necessary by the installation, operation, failure, repair, abandonment, removal, replacement or relocation of any of the oil, gas or oil well brine collection or transportation pipelines referred to in paragraph 7; (b) the duty to maintain the aforementioned public sidewalk within the aforementioned 10-foot easement area, as described in paragraph 15; and (c) the duty to maintain the aforementioned landscaping in the 10-foot easement area, as described in paragraph 15.

IN WITNESS WHEREOF, each Party hereto has caused this agreement to be executed.

ATTACHED TO AND MADE A PART OF THE ALAMITOS BAY BOUNDARY
SETTLEMENT AGREEMENT NO. 9.

CITY OF LONG BEACH, a municipal
corporation

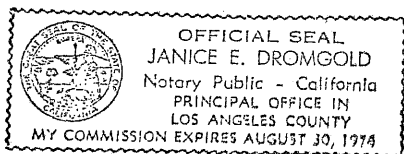
MARCH 18, 1974
Date of Signature

By *John R. Mansell*
JOHN R. MANSELL, City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:

On MARCH 18, 1974 before me, the undersigned, a
Notary Public in and for said County and State, personally appeared JOHN
R. MANSELL, known to me to be the CITY MANAGER of the CITY OF LONG
BEACH, and known to me to be the person who executed the within instrument
on behalf of said CITY OF LONG BEACH, and acknowledged to me that said
municipal corporation executed the within instrument pursuant to its Charter,
resolutions and applicable State law.

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



Janice E. Dromgold
Notary Public in and for Said County
and State

The Alamitos Bay Boundary Settlement and Exchange No. 9 is
hereby approved as to form this 18TH day of MARCH, 1974

LEONARD PUTNAM, City Attorney

By *Kenneth K. Williams*
Deputy

ATTACHED TO AND MADE A PART OF THE ALAMITOS BAY BOUNDARY
SETTLEMENT AGREEMENT NO. 9

STATE OF CALIFORNIA, acting by and
through the State Lands Commission

February 28, 1974
Date of Signature

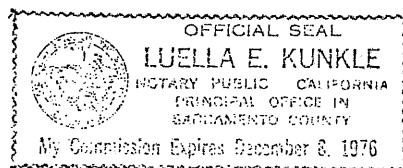
By E. F. Gladish

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

ss:

On February 28, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. F. Gladish, known to me to be the Executive Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, and known to me to be the person who executed the within instrument on behalf of said State Commission, and acknowledged to me that said Commission executed the within instrument pursuant to applicable State law and a resolution of said Commission.

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



Luella E. Kunkle
Notary Public in and for Said County
and State

IN APPROVAL WHEREOF, I,
RONALD REAGAN

Governor of the State of California
have set my hand and caused the
Seal of the State of California to
be hereunto affixed pursuant to
Section 6107 of the Public Resources
Code of the State of California.
Given under my hand at the City of
Sacramento, this, the 12th day of
March in the year of our Lord
one thousand nine hundred and seventy-
four.



Ronald Reagan
Governor of State

Attest: Edward M. Gurnea
Secretary of State

By Wesley R. Hushkemp
Deputy Secretary of State

The Alamitos Bay Boundary Settlement Agreement No. 9 is hereby
approved as to form this 28th day of February, 1974.

EVELLE J. YOUNGER, ATTORNEY GENERAL
By Wesley R. Hushkemp
Deputy Attorney General

ATTACHED TO AND MADE A PART OF THE ALAMITOS BAY BOUNDARY
SETTLEMENT AGREEMENT NO. 9

SAN GABRIEL RIVER IMPROVEMENT CO.,
a California corporation

March 8., 1974
Date of Signature(s)

By John H. Youngken
President

By Edwards H. Metcalf
Secretary

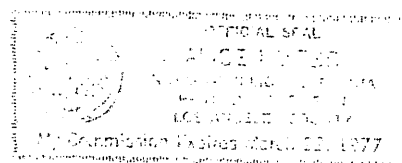
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:

On March 8., 1974 before me, the undersigned, a Notary
Public in and for said County and State, personally appeared John H. Youngken
Edwards H.
and Metcalf, known to me to be the President and Secretary
, respectively, of the SAN GABRIEL RIVER IMPROVEMENT CO.,
a California corporation, the corporation that executed the within instrument,
known to me to be the persons who executed the within instrument on behalf of
the corporation therein named, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolution of its
Board of Directors.

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

Alice J. Webb

Alice J. Webb
Notary Public in and for Said County
and State



ATTACHED TO AND MADE A PART OF ALAMITOS BAY BOUNDARY
SETTLEMENT AGREEMENT NO. 9

Address:

MARINA PACIFICA,

A Limited Partnership

6262 PACIFIC COAST HIGHWAY

LONG BEACH, CALIF. 90803

MARCH 12, 1974

By SOUTHERN CALIFORNIA FINANCIAL CORPORATION
Southern California Financial
Corporation, General Partner

By Abe Reider
Abe Reider, Vice President,
Southern California Financial
Corporation

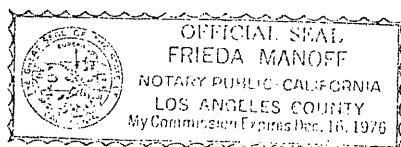
STATE OF CALIFORNIA)

COUNTY OF San Diego)

ss:

On March 12, 1974, before me, the undersigned, a
Notary Public in and for said County and State, personally appeared ABE
REIDER, known to me to be the Vice President of SOUTHERN CALIFORNIA
FINANCIAL CORPORATION, the corporation that executed the within instrument
and known to me to be the person who executed the within instrument on behalf
of said corporation, said corporation being known to me to be the general
partner of MARINA PACIFICA, the limited partnership that executed the within
instrument, and acknowledged to me that such corporation executed the same as
such partner, and that such partnership executed the same.

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



Frieda Manoff
Notary Public in and for Said County and
State

ATTACHED TO AND MADE A PART OF ALAMITOS BAY BOUNDARY
SETTLEMENT AGREEMENT NO. 9.

Wells Fargo Mortgage Investors is a Massachusetts business trust existing pursuant to its First Amended and Restated Declaration of Trust dated April 29, 1970, recorded with the Office of the Register of Deeds for Suffolk County, Boston, Massachusetts. Such Declaration of Trust provides, in part, and all parties to this agreement agree, that neither the shareholders nor the trustees nor the officers, employees or agents of Wells Fargo shall be liable hereunder, and such parties agree to look solely to the trust estate of Wells Fargo for the payment of any claim hereunder or for the performance hereof.

Address:

Wells Fargo Mortgage Investor

600 Montgomery Street

San Francisco, California 94104

March 13, 1974

WELLS FARGO MORTGAGE INVESTORS,
a Massachusetts business trust

By

Paul Hazen
Paul Hazen, Vice President

By

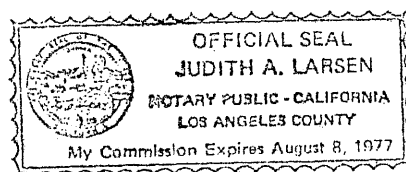
Peter A. Snowden
Peter A. Snowden, Secretary

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

ss:

On March 13, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Hazen, known to me to be the Vice President, and Peter A. Snowden known to me to be the Secretary, of WELLS FARGO MORTGAGE INVESTORS, the business trust that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the business trust therein named, and acknowledged to me that such business trust executed the within instrument.

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



Judith A. Larsen
Notary Public in and for Said County
and State

ATTACHED TO AND MADE A PART OF THE ALAMITOS BAY BOUNDARY SETTLEMENT
AGREEMENT NO. 9

FIRST AMERICAN TITLE INSURANCE
COMPANY, a California corporation

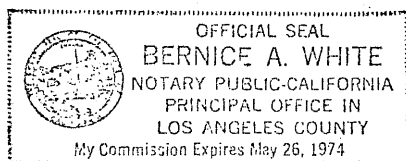
March 13, 19 74
Date of Signature

By Carol Miyasato
Assistant Secretary

STATE OF CALIFORNIA }
 } ss:
COUNTY OF LOS ANGELES }

On March 13, 19 74, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared
Carol Miyasato, known to me to be the Assistant Secretary
of the FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation,
the corporation that executed the within instrument, known to me to be
the person who executed the within instrument on behalf of the corpora-
tion therein named, and acknowledged to me that such corporation executed
the within instrument pursuant to its by-laws or a resolution of its
Board of Directors.

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



Bernice A. White
Notary Public in and for said
County and State

ATTACHED TO AND MADE A PART OF THE ALAMITOS BAY BOUNDARY
SETTLEMENT AGREEMENT NO. 9.

CERTIFICATE OF ACCEPTANCE

BY CITY OF LONG BEACH.

This is to certify that the interests in real property conveyed by the attached
ALAMITOS BAY BOUNDARY SETTLEMENT AGREEMENT NO. 9, (approved
FEBRUARY 27, 1974 by Long Beach City Council Resolution C- 21609)
from the SAN GABRIEL RIVER IMPROVEMENT CO., a California corpora-
tion, MARINA PACIFICA, a California limited partnership, the WELLS
FARGO MORTGAGE INVESTORS, a Massachusetts business trust, FIRST
AMERICAN TITLE INSURANCE COMPANY, a California corporation, and
OTHER PARTIES to the CITY OF LONG BEACH, a municipal corporation,
is hereby accepted by the undersigned officer on behalf of the City of Long
Beach and the City Council of the City of Long Beach, pursuant to authority
conferred by Resolution No. C-16568 of said City Council adopted on
October 29, 1957, and the grantee consents to recordation thereof by
its duly authorized officer.

Dated MARCH 18, 1974

LEONARD PUTNAM, City Attorney

By Kenneth K. Williams
KENNETH K. WILLIAMS
Deputy City Attorney

ALAMITOS BAY BOUNDARY INVESTIGATION ALAMITOS BAY BOUNDARY SETTLEMENT & EXCHANGE NO. 9 EXHIBIT "B"

PART OF THE ALAMITOS BAY AREA
CITY OF LONG BEACH, LOS ANGELES COUNTY, CALIFORNIA

THIS MAP CONSISTING OF ONE SHEET IS A
TRUE COMPILATION OF SURVEY AND
RECORD DATA PREPARED UNDER THE
DIRECTION OF CHARLES N. HATHAWAY

Signed: Charles N. Hathaway
Charles N. Hathaway, L.S. 2680

BASIS OF BEARINGS: The Basis of
Bearings is established as N 37° 52' 12" W
between Rho Los Alamitos Cor. No. 51 &
Rho Los Alamitos Cor. No. 50 as shown
on Map filed in Book 06, Pgs. 24-27 of
Records of Survey, in the Office of the
County Recorder of Los Angeles
County.

NOTE:

1. Dimensions without Brackets or
indicated as (Rec.) are from City of
Long Beach Dwg. A-1354.
2. Dimensions shown in Brackets [] are
from Record of Survey 04-06, Pgs. 24-27.
3. Dimensions shown in Brackets with
Asterisk []* are calculated from N/S
06/24-27.

