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7264-019-904	7246-011-902	7278-010-920	7278-010-923	7278-007-925
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7246-011-901	7242-006-903	7278-010-922	7278-010-925	

**CITY OF LONG BEACH / CALIFORNIA STATE LANDS
COMMISSION / QUEENSWAY BAY
EXCHANGE AGREEMENT**

The parties to this Agreement are the State of California, acting by and through the California State Lands Commission, "STATE", the City of Long Beach, a trustee pursuant to, *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935, and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, referred to as "TRUSTEE", and the City of Long Beach, a municipality, "CITY", the above collectively referred to as "Parties". The City of Long Beach, when being generally described or when acting in its dual role as TRUSTEE and CITY is referred to as "City of Long Beach" or "City".

RECITALS

- A. Upon its admission to the United States of America on September 9, 1850, the State of California ("State"), by virtue of its sovereignty under the Equal Footing Doctrine of the Constitution of the United States, received in trust for the people of California all right, title, and interest in previously ungranted tidelands and submerged lands within its boundaries for certain public trust purposes including but not limited to commerce, navigation and fisheries.
- B. Pursuant to provisions of Division 6 of the Public Resources Code, including Sections 6216 and 6301, STATE is vested with all jurisdiction and authority as to the right, title, and interest in all ungranted tidelands and submerged lands held by the State in trust for the benefit of all the people of the State and the reversionary

and residual interest of the State as to public trust lands legislatively granted to local governments.

- C. TRUSTEE is trustee of the tide and submerged lands granted to it by the California Legislature, pursuant to, *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935, and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, ("Granting Statutes"), which granted to the City of Long Beach the State's right, title and interest in and to all of the State's tidelands and submerged lands, within the then existing boundaries of the City of Long Beach in trust for the public, and subject to certain terms, conditions, exceptions and reservations.
- D. This Agreement concerns multiple parcels of real property located in the City of Long Beach, County of Los Angeles, State of California, including those historically in San Pedro Bay, those currently in the Colorado Lagoon and Marine Stadium adjacent to Alamitos Bay, and Bixby Park adjacent to the Pacific Ocean, referred to throughout this Agreement, for convenience, as the "Subject Property" and shown for reference purposes only on Exhibit A.
- E. The Subject Property consists of proposed trust termination parcels within the Pike/Queensway Bay Development (shown for reference purposes only on Exhibit B - 1), and referred to throughout this Agreement as the "TRUST TERMINATION PARCEL" (described in Exhibit C); and proposed public trust parcels, collectively referred to as "PUBLIC TRUST PARCELS", as follows: certain parcels situated north of the tidelands boundary set by Chapter 138 and adjacent to the Pacific Ocean (shown for reference purposes only on Exhibit B - 2) and referred to throughout this Agreement as the "BIXBY PARK PUBLIC TRUST PARCEL," (described in Exhibit D - 1), certain parcels situated within the Colorado Lagoon (shown for reference purposes only on Exhibit B - 3) and referred to throughout this Agreement as the "COLORADO LAGOON PUBLIC TRUST PARCEL" (described in Exhibit D - 2), and a portion of a parcel situated between the Colorado Lagoon and Alamitos Bay (shown for reference purposes only on Exhibit B - 4) and referred to throughout this Agreement as the "MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL" (described in Exhibit D - 3). Exhibits A through K - 2 are attached to this Agreement and are incorporated in this Agreement by this reference.
- F. The TRUST TERMINATION PARCEL collectively consist of approximately 10.24 acres of tide and submerged lands, largely filled prior to 1960, with a small portion filled in 1964. This fill was part of a larger program of harbor improvement, flood control and configuration of the shoreline conducted by TRUSTEE. A significant portion of this filled land has remained undeveloped and vacant for over 20 years. These approximately 10.24 acres are a relatively small portion of the 319-acre Queensway Bay Development Plan Area and the thousands of acres of filled tide and submerged lands and thousands of unfilled trust lands held by TRUSTEE.

- G. Historically, the area of the Queensway Bay Development Area Phase II was a public seaside resort area encompassing the water, public beach and a large privately operated commercial attraction known as the Pike Amusement Park. The park attracted millions of people to the Long Beach waterfront until the mid-twentieth century. Beginning in 1964, City filled approximately 113 acres of the waterfront lying within the Queensway Bay Development Area and generally southerly of the TRUST TERMINATION PARCEL. This fill moved the shoreline further south, extending the distance separating the downtown from the waterfront and the distance of TRUST TERMINATION PARCEL from the waterfront.
- H. In 1980, CITY adopted and the California Coastal Commission certified a Local Coastal Program (LCP) for the waterfront. Within the Queensway Bay Development Plan area, the LCP called for a new downtown marina and marina green, hotels and other visitor serving facilities, and a new elevated pedestrian promenade to link downtown to the waterfront. City implemented provisions of the LCP, but as of 1992, there were still significant areas of vacant land and an undeveloped connection between downtown and the waterfront. During that same year City started a second planning process to create the Queensway Bay Development Plan.
- I. In May 1995, the California Coastal Commission unanimously certified the Queensway Bay Development Plan as an amendment to the LCP of 1980.
- J. The Queensway Bay Development Plan included a Phase I (largely publicly funded with emphasis on infrastructure and public facilities, completed in June 1998) and Phase II (a largely privately funded tourist orientated commercial development. The TRUST TERMINATION PARCEL is located within Phase II.
- K. The Queensway Bay Development Plan was reviewed for environmental impact pursuant to the California Environmental Quality Act ("CEQA"). City prepared Environmental Impact Report ("EIR") E-13-94, SCH #94081033 and adopted it on December 19, 1994. This EIR reviewed the environmental impacts of the Queensway Bay Development Plan. City prepared an addendum to this EIR in July 1996, addressing changes not relevant to Phase II. City prepared a Mitigated Negative Declaration in April 1998, addressing changes to Phase II. There were no legal challenges to this EIR, the Addendum or the Negative Declaration, which are now conclusively presumed valid under CEQA. In 1998, the Coastal Commission again amended the LCP and increased the authorized commercial floor space from 535,000 square feet to 627,000 square feet. The Coastal Commission approved a permit (5-98-156) for the project on February 3, 1999, with various subsequently approved amendments.

- L. Individual citizens and groups contended that the Long Beach statutory grants and the Public Trust Doctrine do not allow for certain uses in Phase II of the Queensway Bay Development Plan.
- M. The Queensway Bay Development Plan provided for a variety of uses. Some of these uses are clearly within the parameter of accepted public trust uses. These uses include traditional public trust uses such as a marina, yacht harbor, wetland, public walkways, open space and other public access related amenities. The Queensway Bay Development Plan provides for hotels, restaurants, parking and other uses that are necessary and incidental to accommodate visitors to these public trust lands.
- N. City entered into an Amended and Restated Disposition and Development Agreement ("RESTATED AGREEMENT") with DDR OliverMcMillan LP ("DEVELOPER") on December 30, 1999, which provides for the development and operation of certain improvements within the 18-acre Phase II Development Area, including what are now the TRUST TERMINATION PARCEL, pursuant to a ground lease. The Restated Agreement was amended by the Supplement to the Amended and Restated Disposition and Development Agreement entered into on February 23, 2001, between City and DEVELOPER (then known as DDR Urban LP) ("SUPPLEMENT"). The RESTATED AGREEMENT, as amended by the SUPPLEMENT, is referred to as the "D&D AGREEMENT."
- O. Subsequent to City's entering into the Restated Agreement with Developer, the potential conflict between uses proposed in the Queensway Bay Development Plan and the Public Trust land uses authorized under the Public Trust Doctrine and the Granting Statutes was brought to the attention of STATE by a number of residents of Long Beach. Pursuant to STATE's direction, a public workshop on the issues raised by the residents in Long Beach was held on July 20, 2000. The staff reported to STATE on the workshops on April 24, 2001. STATE directed its staff to work with City and the Attorney General's Office to seek a resolution of the issues involving Public Trust land use restrictions.
- P. The Queensway Bay Parcels, on which City and DEVELOPER proposed to locate a movie theater and large-scale retail complex, comprised a relatively small portion of the area covered by the Queensway Bay Development Plan (less than 11 acres out of 319). These proposed uses, while public, are neither water dependent nor water oriented. STATE believes that these uses are not compliant with the Public Trust Doctrine and the Granting Statutes. City believes that these uses are a necessary element of the overall plan for the area and provide a practical contribution to the public visitor serving attraction of the development, thus making the uses compliant with the Public Trust Doctrine and the Granting Statutes. Factors that City believes commend the inclusion of these uses within the project area, include the need for traditional public trust uses north of Shoreline Drive, as evidenced by the decades of under-use or non-use of the area and the isolated location of these parcels by virtue of their separation from the

current waterfront by a six-lane expressway. These factors and the construction of a pedestrian walkway across the expressway indicate that City anticipates that the uses located on the Queensway Bay Parcels and on the currently proposed TRUST TERMINATION PARCEL will draw the public to its urban waterfront rather than create an additional barrier to such use. City believes that these proposed uses are consistent with the Public Trust Doctrine and the Granting Statutes.

- Q. The Long Beach Harbor is one of the world's major ports. Its operations have developed primarily on filled tide and submerged lands lying southerly and westerly of the subject area and separated from this area by the relocated mouth of the Los Angeles River. The development of non-harbor related uses for the TRUST TERMINATION PARCEL will not and does not interfere with the requirements of commerce and navigation of the harbor.
- R. The controversy surrounding the land uses for a portion of the 14-acre Phase II development of the Queensway Bay project lying north of Shoreline Drive caused delays in the completion of Phase II and in the ability of City to convey adequate title for the leasehold interest as required by the D&D AGREEMENT. Therefore, to settle the title problem, which arose as a result of the controversy, CITY requested that STATE consider the exchange of the Queensway Bay Parcels for certain Los Angeles River Parcels.
- S. On September 17, 2001, STATE approved Minute Item #89, the Queensway Bay Land Exchange Agreement ("AD 396") with City pursuant to Public Resources Code (PRC) Section 6307.
- T. On October 31, 2001, California Earth Corps ("CEC") filed a petition for writ of mandate (*California Earth Corps v. City of Long Beach, California State Lands Commission and the Developers Diversified Realty Corporation, as a Real Party in Interest*, Sacramento Superior Court No. 01SC01556) challenging STATE's approval of the Queensway Bay exchange agreement. The Sacramento Superior Court ruled in favor of the Commission, concluding that the land exchange was valid under PRC Section 6307. CEC appealed the Superior Court's decision, and on April 21, 2005, the Court of Appeal for the Third Appellate District held that the exchange violated PRC Section 6307 and granted the petition for writ of mandate. The California Supreme Court granted review on August 24, 2005.
- U. Following the Supreme Court's decision to grant review, the California Legislature, on October 6, 2005, clarified the intent of PRC 6307 by repealing PRC 6307 and replacing it with Chapter 585, Statutes of 2005 (SB 365), also designated PRC 6307. The Supreme Court dismissed review on January 4, 2006, because of the passage of SB 365. The Court of Appeal then issued its remittitur on January 17, 2006, sending the case back to the Sacramento Superior Court. On June 9, 2006, the Superior Court, as directed by the Court of Appeal, issued a peremptory writ of mandate ordering the Commission to "vacate and set aside the

exchange approved by STATE on September 17, 2001 and its termination of the public trust of the parcels that were part of the Exchange Agreement.”

- V. In July 2006, Developers Diversified Realty Corp. (DDR) filed an appeal. In September 2007, the Court of Appeal for the Third Appellate District affirmed the Superior Court's judgment granting the peremptory writ of mandate. On November 6, 2007 the remittitur was reissued.
- W. STATE, CITY and TRUSTEE are in the process of compliance with the peremptory writ of mandate by making conveyances of the Queensway Bay Parcels back to TRUSTEE and the Los Angeles River Parcels back to CITY.
- X. CITY has requested that STATE consider a new exchange where STATE accepts title to the TRUST TERMINATION PARCEL from TRUSTEE, terminates the public trust interest on the TRUST TERMINATION PARCEL and exchanges the TRUST TERMINATION PARCEL with CITY for the BIXBY PARK PUBLIC TRUST PARCEL, COLORADO LAGOON PUBLIC TRUST PARCEL, and the MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL, all pursuant to Public Resources Code Section 6307.
- Y. As a necessary part of the exchange of parcels, TRUSTEE and STATE also agree, immediately upon closing of escrow, to enter into two 49-year leases for the management of the BIXBY PARK PUBLIC TRUST PARCEL, COLORADO LAGOON PUBLIC TRUST PARCEL, and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL, acquired by TRUSTEE from CITY until such times as the Granting Statutes can be amended to include the PUBLIC TRUST PARCELS.
- Z. The BIXBY PUBLIC TRUST PARCEL, which is located immediately landward and adjacent to the compromise tideland boundary established pursuant to Chapter 138, Statutes of 1964, First Extraordinary Session, and portions of the COLORADO LAGOON PUBLIC TRUST PARCEL include lands located within the 28,027-acre Mexican land grant *Rancho Los Alamitos*, which had been granted to Abel Stearns by the Mexican Governor Jose Figueroa prior to the transfer of California from Mexico to the United States. In accordance with the United States' obligations under the Treaty of Guadalupe-Hidalgo that concluded the Mexican-American War, the United States Congress passed the Act of March 3, 1851 (Chapter 41, 9 Statutes 632), *Rancho Los Alamitos* was surveyed by the United States in 1873, confirmed by the United States District Court for the Southern District of California (S.D. #290) on December 28, 1873 and patented by the United States on August 29, 1874 to Abel Stearns.
- AA. The MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL and portions of the COLORADO LAGOON PUBLIC TRUST PARCEL are also located within the approximately 377 acres surveyed by E. T. Wright, County Surveyor, (Tidelands Survey # 105, January 25, 1886) and patented as Tidelands Location

136 to Alamitos Land Company on April 16, 1901, through an assignment from Jotham Bixby, the original applicant, in accordance with "*An Act to provide for the Sale of certain Lands belonging to the State*" Chapter 396, Statutes of 1863 (April 27, 1863, page 591).

- BB. STATE asserts that a portion of COLORADO LAGOON PUBLIC TRUST PARCEL falls outside the calls of both *Rancho Los Alamitos* and Tidelands Location 136. A portion of the COLORADO LAGOON PUBLIC TRUST PARCEL lies below the mean high tide line as described in the calls for *Rancho Los Alamitos*, and the calls in Tidelands Location 136 do not match the *Rancho Los Alamitos* boundary. As a result, the portions of the COLORADO LAGOON PUBLIC TRUST PARCEL outside the calls for *Rancho Los Alamitos* and Tidelands Location 136 were submerged lands that the California Legislature did not authorize for sale. STATE records indicate that at least since 1927, STATE has asserted its sovereign ownership in the portion of COLORADO LAGOON PUBLIC TRUST PARCEL that falls outside the Rancho and the Tidelands Patents. This claim has not yet been resolved.
- CC. The MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL and a portion of the COLORADO LAGOON PUBLIC TRUST PARCEL had their boundary and title resolved by boundary line agreement BLA 179 ("BLA 179", also referred to as "Settlement Agreement 8") between STATE, City, and others, effective on June 2, 1980. BLA 179 was entered into pursuant to authorization by the California Legislature in Chapter 1688, Statutes of 1965. The validity of the 1965 legislation and the two agreements entered into pursuant to that legislation as of the date of the litigation, was the subject of *City of Long Beach v. Mansell* (1970) 3 Cal. 3d 462. The California Supreme Court upheld the validity of the authorizing legislation and the two agreements and also held that STATE was estopped from claiming a sovereign interest in the filled portions of Alamitos Bay and Marine Stadium. Subsequent to that litigation, STATE entered into a series of boundary line agreements and exchanges, including BLA 179. As a result of the litigation and BLA 179, STATE is estopped from claiming the filled land within the area subject to BLA 179, including the MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL and a portion of the COLORADO LAGOON PUBLIC TRUST PARCEL.
- DD. The remediation and restoration project known as the Colorado Lagoon Restoration Project ("Project") includes the COLORADO LAGOON PUBLIC TRUST PARCEL and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL. The Project is planned and is to be implemented in two phases. Phase 1 of the project is for improvements (e.g. storm drain treatments, dredging, planting, perimeter trail) at the Colorado Lagoon site and for cleaning the underground culvert. Phase 2 of the project is for further improvements to the tidal connection between the Colorado Lagoon and Marine Stadium. The Project would improve the Colorado Lagoon water body and adjacent habitat and recreation areas. It would implement (1) water quality and sediment quality improvements, (2)

habitat improvements, and (3) recreation improvements. The original Environmental Impact Report (EIR 30-07) was certified by the Long Beach Planning Commission on September 04, 2008 and recertified by the Long Beach City Council on October 14, 2008. The Addendum to EIR 30-07 was originally certified by the Long Beach Planning Commission on October 7, 2010. (SCH #2007111034, NOD on 1/24/2011) and an Environmental Assessment for the transportation of dredged material was prepared by the United States Army Corps of Engineers (SCH #2010094001, 9/20/2010).

- EE. The resolution of a boundary and title dispute by agreement, such as this Agreement, and leases, such as those in Exhibit K - 1 and K - 2, issued pursuant to such agreements are statutorily exempt from CEQA pursuant to California Public Resources Code section 21080.11.
- FF. In 2007, CITY entered into a Memorandum of Understanding with the Port of Long Beach in which the Port agreed to contribute \$235,000 for the completion of the environmental documents necessary for the Project, in exchange for first rights to future mitigation credits. In 2009, CITY entered into a subsequent Memorandum of Agreement with the Port in which the Port agreed to advance CITY \$1,300,000 for Phase 1 of the Project, again in exchange for first rights to any future mitigation credits.
- GG. STATE understands that the consideration for the Port's entering into the above referenced agreements is the first rights for any mitigation credits that may become available as part of the Project. STATE expressly waives any right to mitigation credits that it might gain as part of becoming the landowner of the land underlying the Project.
- HH. Currently, CITY's Preferred Alternative ("Alternative 4A") for the Project is the construction of a channel to provide a tidal connection between Colorado Lagoon and Alamitos Bay. The selection of Alternative 4A is contingent upon securing funding for the project. The estimated cost of Alternative 4A is approximately \$9.4 million. Grant money is also available to pay for construction. Alternative 4A is a significant benefit to the public trust because a tidal connection between Colorado Lagoon and Alamitos Bay would be established, returning the area to a configuration similar to what it was at prior to the mid-1900s. This portion of the Project will be located at the MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL.
- II. STATE asserts that the expenditure of harbor revenue from the Port on the Colorado Lagoon is inconsistent with the Public Trust Doctrine as articulated in *Mallon v. City of Long Beach* (1955) 44 Cal.2d 199 because it is an expenditure of public trust funds on a municipal property. Such expenditure has further clouded the title of the COLORADO LAGOON PUBLIC TRUST PARCEL. City

disagrees with STATE's assertion regarding the propriety of the use of harbor funds on Colorado Lagoon.

JJ. Upon consummation of this Agreement, the PUBLIC TRUST PARCELS will, as a result of becoming public trust lands, be eligible for Kapiloff Land Bank Funds and harbor funds, among other funds.

KK. The TRUST TERMINATION PARCEL have been filled and reclaimed, and all parcels are above the current mean high tide and a minimum distance of 550 feet from the present location of the shoreline.

LL. The TRUST TERMINATION PARCEL is not necessary for public trust purposes of navigation, commerce and fisheries, and because of their location and status as undeveloped open space, wetlands and littoral habitat, the lands to be acquired - the PARCELS TRUST PARCELS - can be used more effectively by TRUSTEE in furtherance of public trust purposes than the filled trust lands to be conveyed.

MM. If not consummated by agreement of the Parties, resolution of the title, land use and boundary issues involving the TRUST TERMINATION PARCEL and COLORADO LAGOON PUBLIC TRUST PARCEL could require costly, protracted, and vigorously disputed litigation, with uncertain results.

NN. In the interest of settlement, STATE, CITY and TRUSTEE have conducted independent studies and evaluations of the Parties' respective factual and legal positions. DEVELOPER, as directed by the Parties, completed a property interest evaluation, approved by City and STATE, that shows that the monetary value of the lands and interests to be conveyed to STATE, as described above, are equal to or greater than the value of the STATE interest in the lands to be quitclaimed by STATE to CITY. While substantially more acreage is going into the trust than is leaving the trust, based on the highest and best uses of the parcels and boundary, title and co-mingling of trust assets issues, the monetary value coming into the trust, while still greater in value, is not significantly greater than the value of the lands leaving the trust.

OO. STATE is authorized by Division 6 of the Public Resources Code, and in particular Section 6307, to exchange interests in real property held by the State of California by reason of its sovereignty for interests in other lands of equal or greater value.

PP. The California State Lands Commission, by approval of agenda item # 135 at its meeting of June 23, 2011, approved and authorized execution of this Agreement by STATE.

QQ. The Long Beach City Council, by approval of R 23 at its meeting of June 21, 2011, approved and authorized execution of this Agreement by CITY and TRUSTEE.

RR. The Parties consider it expedient, necessary and in the best interests of STATE, CITY, TRUSTEE, and the public to resolve this title dispute by agreement to avoid the potential substantial costs, time delays, and uncertainties of litigation and have reached the following AGREEMENT.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the terms set forth below and for valuable consideration, the receipt of which is acknowledged, the Parties agree to the following terms and conditions and to convey certain property rights as follows:

I. PROPERTY INTEREST EXCHANGE AND CONVEYANCES.

A. TRUSTEE to convey TRUST TERMINATION PARCEL to STATE.

In consideration of STATE's cooperation and assistance in facilitating the exchange of properties of TRUSTEE with CITY and STATE and the lease to TRUSTEE of the properties acquired by STATE from CITY, TRUSTEE agrees to remise, release, and forever quitclaim to STATE all its right, title and interest, existing by virtue of the Granting Statutes, in the TRUST TERMINATION PARCEL (substantially in the form of the deed attached as Exhibit E), excepting therefrom all mineral rights which will remain subject to the Granting Statutes, but without the right of surface entry to a depth of two hundred (200) feet below the surface.

B. CITY to convey BIXBY PARK PUBLIC TRUST PARCEL, COLORADO LAGOON PUBLIC TRUST PARCEL, and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL to STATE.

In consideration of the agreement by STATE to convey the TRUST TERMINATION PARCELS to CITY, as provided in paragraph I.E. below, CITY agrees to convey to STATE all its right, title and interest in the BIXBY PARK PUBLIC TRUST PARCEL, COLORADO LAGOON PUBLIC TRUST PARCEL, and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL (substantially in the form of the deed attached as Exhibits F - 1, F - 2, F - 3), excepting therefrom all mineral rights, but without the right of surface entry to a depth of two hundred (200) feet below the surface.

C. STATE to convey TRUST TERMINATION PARCEL to CITY.

In consideration of the agreement by CITY to convey to STATE all its right, title and interest in the BIXBY PARK PUBLIC TRUST PARCEL, COLORADO LAGOON PUBLIC TRUST PARCEL, and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL, as provided in paragraph I.B. above STATE agrees to convey to CITY all right, title and interest to be acquired pursuant to paragraph I.A. above, free of the public trust for commerce, navigation and fisheries as provided for in paragraph II.H. below, in and to the TRUST TERMINATION PARCEL (substantially in the form of the deed attached as Exhibit G).

- D. **STATE to grant to TRUSTEE a Lease for BIXBY PARK PUBLIC TRUST PARCEL and a Lease for the COLORADO LAGOON PUBLIC TRUST PARCEL and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL.**

In consideration of the agreement by TRUSTEE to convey to STATE all its right, title and interest in the TRUST TERMINATION PARCEL, as provided in paragraph I.B. above, STATE agrees to grant to TRUSTEE one 49-year rent-free lease with STATE for the BIXBY PARK PUBLIC TRUST PARCEL and one 49-year rent-free lease for the COLORADO LAGOON PUBLIC TRUST PARCEL, and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL acquired from CITY (substantially in the form of the leases attached as Exhibits K-1 and K-2, respectively).

- E. **STATE's Agreement to Accept the Property Interests to be Conveyed as provided in Paragraph 1.A.**

STATE agrees to accept the property interests conveyed by TRUSTEE as provided in Paragraph 1.A. above. Acceptance shall be made by the execution and recordation of a Certificate of Acceptance (substantially in the form of that attached as Exhibit H).

- F. **STATE's Agreement to Accept the Property Interests to be Conveyed as provided in Paragraph I.B.**

STATE agrees to accept the property interests conveyed by CITY as provided in Paragraph I.B. above. Acceptance shall be made by the execution and recordation of a Certificate of Acceptance (substantially in the form of that attached as Exhibit I-1, I-2, I-3).

- G. **CITY's Agreement to Accept the Property Interests to be Conveyed as provided in Paragraph 1.C.**

CITY agrees to accept the property interests conveyed by STATE as provided in Paragraph 1.C. above. Acceptance shall be made by the execution and recordation of a Certificate of Acceptance (substantially in the form of that attached as Exhibit J).

- H. **STATE, TRUSTEE and CITY to cooperate.**

STATE, TRUSTEE and CITY shall expeditiously pursue the enactment of legislation authorizing STATE to transfer to TRUSTEE, in trust, all its right, title, and interest in the PUBLIC TRUST PARCELS as provided in this Agreement.

II. STATE LANDS COMMISSION FINDINGS.

STATE, by its approval of agenda item 135 at its meeting of June 23, 2011, approving and authorizing the execution of this Agreement, made the findings and declarations II.B. through II.I. below which shall become effective only upon Close of Escrow as provided in this Agreement.

- A. This Agreement, including all land exchanges, transfers of property interests, and issuance of all leases provided or contemplated by this Agreement, are exempt from the requirements of the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, Section 15061 as a statutorily exempt project pursuant to Public Resources Code Section 21080.11, a land exchange agreement settling boundary and to exchanges or leases in connection with those settlements.
- B. The exchange provided for in this Agreement is for purposes of enhancing public access to and along the water; enhancing waterfront and nearshore development for public trust purposes; preserving, enhancing or creating wetlands, riparian or littoral habitat, or open space; and resolving title and boundary disputes.
- C. The interests in lands to be acquired by STATE pursuant to this Agreement will provide a significant benefit to the public trust by enhancing views of the Pacific Ocean; creating public access to and along the water at City's shoreline; helping to preserve, enhance, or create wetlands, riparian or littoral habitat, or open space on the PUBLIC TRUST PARCELS; and resolving a title and boundary dispute between STATE and City in the Subject Property.
- D. The exchange provided for in this Agreement does not substantially interfere with public rights of navigation and fishing, but rather will enhance the public's rights of access, fishing, and ecological preservation, open space, and water-related recreation in the PUBLIC TRUST PARCELS, which lie adjacent to and connect with existing public trust lands in Long Beach held in trust by TRUSTEE.
- E. The monetary value of the property to be conveyed to STATE by CITY is equal to or greater than the value of the lands to be quitclaimed by STATE to CITY.
- F. The TRUST TERMINATION PARCELS consisting of 10.24 acres being relinquished by STATE, which collectively are a relatively small area (less than 1% of filled area within the Queensway Bay Planning area), have been filled and reclaimed as the result of a highly beneficial program of harbor development, have been excluded from the public channels for over 45 years, are no longer in fact tide or submerged lands by virtue of having been filled and reclaimed.
- G. This Agreement is in the best interests of STATE by expanding the total acreage of lands protected under the public trust; enhancing protections of the BIXBY PARK PUBLIC TRUST PARCEL, COLORADO LAGOON

PUBLIC TRUST PARCEL, and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL for preserving habitat and open space and for active and passive water-related recreational uses; and, increasing financial opportunities for habitat restoration, open space and active and passive water-related recreational uses at COLORADO LAGOON PUBLIC TRUST PARCEL and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL.

- H. Pursuant to Public Resources Code § 6307, effective on the close of escrow and as provided in this Agreement and consistent with its terms, the TRUST TERMINATION PARCEL will be found no longer to be necessary or useful for the purposes of the public trust, and any and all public trust interest or state sovereign title in or to the TRUST TERMINATION PARCEL will be terminated.
- I. Mineral rights are not being exchanged as part of this Agreement. Accordingly, neither CITY, STATE nor TRUSTEE is releasing or acquiring any interests in the minerals or in revenues from the minerals in the TRUST TERMINATION PARCEL or the PUBLIC TRUST PARCELS by virtue of this Agreement.

III. ADDITIONAL PROVISIONS.

- A. **Boundary of the MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL.**
Upon completion of the opening of the channel through the MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL, City shall have the channel surveyed and shall provide said survey to STATE. If the as-built survey show that constructed channel is outside the legal description as described in Exhibit D - 3, then City and STATE agree to work cooperatively to amend the legal description so that the amended legal description is in conformance with the intent of that in Exhibit D - 3. In the event of a dispute, Parties agree to contract with a third-party at CITY's expense and with the exception of editing for technical corrections, agree to accept that third-party's legal description.
- B. **Acceptance of Conveyances and Consent to Recording.**
By execution of this Agreement, STATE, TRUSTEE and CITY agree to accept the conveyances of land described in this Agreement and consent to the recording of the conveyances and other documents executed pursuant to this Agreement.
- C. **Further Assurances.**
So long as authorized by applicable laws, the Parties will perform such other acts, and execute, acknowledge and deliver all further documents,

conveyances and other instruments that may be necessary to effectuate fully the provisions of this Agreement.

D. Execution before a Notary Public.

All signatures of the Parties and all documents executed pursuant to this Agreement, with the exception of those by the Governor of California, shall be acknowledged before a Notary Public, and a certificate of acknowledgement shall be attached to allow them to be recorded in the Office of the Recorder of Los Angeles County, California. The Governor's signature shall be attested to by the Secretary of State.

E. 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. The Escrow Agent established pursuant to Paragraph IV may detach any signature page of this Agreement from any counterpart of this Agreement without impairing any signatures thereon, and may attach it to another counterpart of this Agreement identical in form, but having attached to it one or more additional signature pages, for the purpose of creating an integrated document or documents. The Escrow Agent shall deliver an original signed counterpart to each Party.

F. CITY to Indemnify and Hold the State and TRUSTEE Harmless.

Except to the extent attributable to the active negligence, sole negligence or willful misconduct of STATE and to the fullest extent permitted by law, CITY shall indemnify, defend and hold harmless the State of California, its officers, agencies, commissions, and employees, and TRUSTEE from and against any and all claims, demands, damage, obligations, causes of action, proceedings, awards, fines judgments, penalties, awards, liabilities, losses, costs and expenses (including without limitation attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation) of every kind and nature whatsoever arising or alleged to have arisen, in whole or in part, out of or in connection with this Agreement or the lands involved in this exchange, including, without limitation, third party claims and claims by any governmental agency (other than STATE) relating to past, present or future existence of known or unknown hazardous materials located, or which may come to be located, at, on, over, under, or flowing through the PUBLIC TRUST PARCELS.

G. No Admission or Effect if Agreement Not Made Effective.

In the event this Agreement does not become effective, nothing herein shall constitute, or be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in the Subject Property.

H. No Effect on Other Lands.

The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Subject Property.

I. STATE Waives Right to Mitigation Credits.

STATE acknowledges that the Harbor Fund has contributed funding to said restoration project in anticipation of receiving mitigation credit. STATE expressly waives any right to mitigation credits that may accrue as part of the Colorado Lagoon Restoration Project based on STATE's status as landowner of the COLORADO LAGOON PUBLIC TRUST PARCEL and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL at the conclusion of this Agreement.

J. Impacts of Sea Level Rise.

1. The fee title boundaries of the TRUST TERMINATION PARCEL conveyed pursuant to this Agreement are intended to be fixed and are not subject to change by erosion, accretion, reliction or submersion whether due to natural or artificial causes. However, should the TRUST TERMINATION PARCEL become inundated by waters of San Pedro Bay, the Pacific Ocean or other waterways, whether due to erosion or sea level rise, resulting in the lands being submerged or subject to the ebb and flow of the tide below the elevation of mean high water, such lands will be subject to the public trust easement for so long as such conditions exist. The easement will be under the trusteeship of TRUSTEE. Nothing in this section limits the rights of any Party pursuant to Civil Code Section 1015 or Public Resources Code Section 6312.
2. Nothing in this Agreement obligates STATE or TRUSTEE to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, neither TRUSTEE nor STATE shall in any manner be liable to the owners of upland properties within the area of the Subject Property for failure to provide protection against sea level rise.
3. Nothing in this Section J is intended to increase or diminish the rights of any Party under existing law, including without limitation, the rights of any Party to undertake protective measures to maintain the boundaries at the locations established pursuant to this Agreement.

K. Exemptions.

This Exchange Agreement and the conveyances provided herein are exempt from 1) the Subdivision Map Act pursuant to Government Code Section 66412(e), 2) the California Environmental Quality Act pursuant to Public Resources Code Section 21080.11, 3) the California Coastal Act pursuant to Public Resources Code Section 30416(c), and 4) the Property Acquisition Law pursuant to Government Code Section 15853(c).

L. Binding Agreement.

All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

M. Modification.

No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by all of the Parties.

N. No Effect on Other Government Jurisdiction.

Other than the exemptions specified in Paragraph J, above, this Agreement does not exempt the Parties from any regulatory, environmental, land use or other jurisdictional requirement of any federal, state, local, or other government entity.

O. Headings.

The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

P. Allocation of Costs and Expenses.

The expenses and fees of escrow incurred by Escrow Agent, including those associated with recordation of this document and other documents necessary to effectuate this Agreement, shall be borne by CITY. All other fees, costs and expenses of any attorney, engineer or other person employed or retained by a Party in connection with the transaction underlying this Agreement shall be borne by that Party, or as otherwise agreed to.

Q. Title Insurance.

The Parties shall obtain a policy of title insurance insuring their titles for five million dollars (\$5,000,000). CITY shall pay the costs of each Party's insurance.

IV. Escrow.

- A.** The Parties designate and authorize **Stewart Title Company**, Los Angeles Division, 505 North Brand Blvd., Suite 1200, Glendale, CA 91203, (818)

502-2700 to act as the Escrow Agent for all purposes of this Agreement. The Escrow Agent is directed to accept a fully executed copy of this Agreement as instructions of the Parties. Additional joint escrow instructions may be submitted by the Parties.

B. The Escrow Agent shall execute a counterpart to this Agreement for the limited purpose of accepting the rights, duties and responsibilities set forth in this Agreement pertaining to the Escrow Agent.

C. Deposits by Parties:

1. STATE shall deposit the following documents into escrow.

- a. A certified copy of a Minute Item of a California State Lands Commission public meeting showing the Commission's approval of this Agreement and the Commission's authorization that the Agreement, Deeds and Certificates of Acceptance be executed on STATE's behalf.
- b. This Agreement duly and properly executed by STATE.
- c. Certificate of Acceptance duly and properly executed by STATE substantially in the form of Exhibit H.
- d. Certificate of Acceptance duly and properly executed by STATE substantially in the form of Exhibit I - 1, I - 2, I - 3, I - 4.
- e. Duly and properly executed Deed substantially in the form of Exhibit G.
- f. Lease PRC 8929, substantially in the form of Exhibit K- 1 and Lease PRC 8930, substantially in the form of Exhibit K-2, both providing a 49-year term to TRUSTEE.
- g. Written approval of the condition of title for the BIXBY PARK PUBLIC TRUST PARCEL, COLORADO LAGOON PUBLIC TRUST PARCEL, and MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL, respectively, as shown in Escrow Agent's Proforma Reports, Order Nos. _____.

2. TRUSTEE shall deposit the following into Escrow:

- a. A certified copy of an official action of the City of Long Beach, as trustee (TRUSTEE) authorizing the execution of

this Agreement and acceptance of Leases PRC 8929 and PRC 8930.

- b. This Agreement duly and properly executed by TRUSTEE.
 - c. Duly and properly executed Deed substantially in the form of Exhibit E.
 - d. Two duly and properly executed copies of Leases PRC 8929 and PRC 8930, substantially in the form of Exhibits K - 1 and K - 2.
3. CITY shall deposit the following into escrow:
- a. A certified copy of an official action of the City of Long Beach, as a municipality (CITY) authorizing the execution of this Agreement.
 - b. This Agreement duly and properly executed by CITY.
 - c. Written approval of the condition of title for TRUST TERMINATION PARCEL, as shown in Escrow Agent's Preliminary Reports, Orders No. _____.
 - d. Duly and properly executed Deeds substantially in the form of Exhibits F - 1, F - 2, and F - 3.
 - e. Certificate of Acceptance duly and properly executed by CITY for the property substantially in the form of Exhibit J.
4. CITY/TRUSTEE shall deposit the following document into escrow:
- a. A certified copy of the recorded Memorandum of Lease as provided for in Section 4.2 of the RESTATED AGREEMENT and Section 24 of the GROUND LEASE.
5. All of the foregoing documents shall be deposited into escrow no later than 30 days after the Governor's approval of this executed Agreement.

D. Notification of Deposit.

Upon receipt of all documents described in Paragraph IV.C. above, and when it is prepared to issue any and all policies of title insurance requested by the Parties pursuant to Paragraph III. P. above, Escrow Agent shall

notify the Parties of its intention to close escrow, to record the documents as described in subparagraphs a., b. and c. of Paragraph IV.E.1. below, along with any other necessary documents and shall set a date certain for such recordation and closing.

E. Close of Escrow.

1. At 8:00 a.m., or as early as possible on the date chosen for Close of Escrow, the Escrow Agent shall perform the following acts in the order set forth:
 - a. Record the duly and properly executed copy of this Agreement.
 - b. Record the duly and properly executed Deeds, referred to in Paragraphs I. A., I. B. and I C., in that sequence, together with their respective duly and properly executed Certificates of Acceptance.
 - c. Issue any policies of title insurance requested by any of the Parties pursuant to Paragraph III. Q., above.
2. The term "Close of Escrow" shall mean the date and time of recording all documents to be recorded as required in subparagraphs a., b., and c. of Paragraph IV.E.1., above.
3. When all the documents have been recorded, the Escrow Agent is authorized and directed to deliver copies of the recorded Agreement to the Parties, the original deeds to the grantees and an original copy of each of the leases to the Parties, thereof. The original of the Agreement shall be returned to STATE.

F. Effective Date.

This Agreement shall not become effective until signed by all the Parties and recorded as provided herein.

G. Termination of Escrow.

1. If Escrow Agent believes it is unable to close the escrow, the Escrow Agent shall immediately notify the Parties in writing.
2. If escrow is terminated, the Escrow Agent shall immediately give notice of this fact to each of the Parties and return all documents and monies to each of the Parties depositing the same.

3. If the escrow is terminated, and each Party has performed its respective duties under this Agreement, this Agreement shall terminate simultaneously with the termination of the escrow, and thereafter no Party shall have any rights, duties, claims or obligations under this Agreement.
4. If the escrow is terminated and if any Party has failed to perform its respective duties under this Agreement, each Party shall have such rights and remedies as provided by law and in equity for the failure of such other Party to perform.
5. If this Agreement is terminated, CITY shall compensate the Escrow Agent for services it rendered and reimburse it for expenses it incurred.

V. EXHIBITS.

A. The exhibits to this Agreement are as follows:

- Exhibit A Site map showing location of Subject Property
- Exhibit B - 1 Map of TRUST TERMINATION PARCEL
- Exhibit B - 2 Map of COLORADO LAGOON PUBLIC TRUST PARCEL
- Exhibit B - 3 Map of BIXBY PARK PUBLIC TRUST PARCEL
- Exhibit B - 4 Map of MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL
- Exhibit C Land Description for TRUST TERMINATION PARCEL
- Exhibit D - 1 Land Description for BIXBY PARK PUBLIC TRUST PARCEL
- Exhibit D - 2 Land Description for COLORADO LAGOON PUBLIC TRUST PARCEL
- Exhibit D - 3 Land Description for MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL
- Exhibit E Form of Deed for TRUST TERMINATION PARCEL to STATE
- Exhibit F - 1 Form of Deed for BIXBY PARK PUBLIC TRUST PARCEL to STATE
- Exhibit F - 2 Form of Deed for COLORADO LAGOON PUBLIC TRUST PARCEL to STATE
- Exhibit F - 3 Form of Deed for MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL
- Exhibit G Form of Deed for TRUST TERMINATION PARCEL TO CITY
- Exhibit H Certificate of Acceptance and Consent to Record by STATE of TRUST TERMINATION PARCEL

- Exhibit I-1 Form of Certificate of Acceptance and Consent to Record
by STATE of BIXBY PARK PUBLIC TRUST PARCEL
- Exhibit I-2 Form of Certificate of Acceptance and Consent to Record
by STATE of COLORADO LAGOON PUBLIC TRUST
PARCEL
- Exhibit I-3 Form of Certificate of Acceptance and Consent to
Record by State of MARINE STADIUM CHANNEL
PUBLIC TRUST PARCEL
- Exhibit J Form of Certificate of Acceptance and Consent to
Record by CITY of TRUST TERMINATION PARCEL
- Exhibit K-1 Form of Lease PRC 8929 for BIXBY PARK PUBLIC
TRUST PARCEL
- Exhibit K-2 Form of Lease PRC 8930 for COLORADO LAGOON
PUBLIC TRUST PARCEL and MARINE STADIUM
CHANNEL PUBLIC TRUST PARCEL

- B. All preliminary recitals of and exhibits to this Agreement (Exhibits A through K - 2), are incorporated in this Agreement by reference.

VI. Notifications.

All notices to be given to any Party by another Party shall be in writing, addressed to such Party at its address set forth below, and shall be deemed to have been given: a) when delivered in person to an officer of the other Party or Parties, or b) when delivered by Federal Express or other similar overnight delivery service, or c) when received by telephonic facsimile, if confirmed and followed within (1) business day by mailing the original. Any notice given in any other fashion shall be deemed to have been given when actually received by the addressee. Any Party may change its address by giving written notice to all other Parties. The addresses of the Parties are as follows:

STATE: California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attention: Chief Counsel
Fax number (916) 574-1855

TRUSTEE: City of Long Beach, as Trustee
333 West Ocean Blvd.
13th Floor - City Hall
Long Beach, CA 90802
c/o Patrick H. West, City Manager
Fax number (562) 570-6583

CITY: City of Long Beach, as a Municipality
333 West Ocean Blvd.
13th Floor - City Hall
Long Beach, CA 90802
c/o Patrick H. West, City Manager
Fax number (562) 570-6583

APPROVALS

(rest of page left intentionally blank)

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

Date: 7/8/2011

By: 
Curtis L. Fossum
Executive Officer

ACKNOWLEDGEMENTS OF SIGNATURES TO BE ATTACHED

Approved as to form:

Kamala D. Harris

Attorney General of the State of California

By  _____

Deputy Attorney General

Attorney for California State Lands Commission

CITY OF LONG BEACH, AS TRUSTEE
OF STATE

Date: 7-1-11

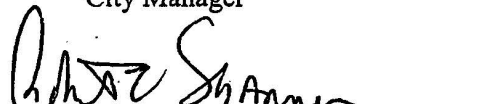
By: 
Patrick H. West
City Manager

Approved as to form 
Robert E. Shannon
City Attorney

CITY OF LONG BEACH, AS A MUNICIPALITY

Date: 7-1-11

By: 
Patrick H. West
City Manager

Approved as to form 
Robert E. Shannon
City Attorney

ACKNOWLEDGEMENTS OF SIGNATURES TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On Aug 8, 2011 before me, Kimberly L. Lunetta, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Curtis L. Fossun
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: City of Long Beach / CA State Lands Com / Agreement
Bay Exchange Properties - No 567
Document Date: July 8, 2011 Number of Pages: 30 pgs + 69 pgs of exhibit

Signer(s) Other Than Named Above: many

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis L. Fossun

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: EXECUTIVE
OFFICER

Signer Is Representing: _____

CA State Lands
Commission

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

X

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

X

IN APPROVAL WHEREOF, I EDMUND G. BROWN, JR., 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 ____ day of _____, 2011.

EDMUND G. BROWN, JR.

Governor, State of California

Dated: _____

Attest:

DEBRA BOWEN, Secretary of State

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Department

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7278-010-920, 7278-010-921, 7278-010-922,
7278-010-923, 7278-010-924, 7278-010-925,
7278-007-925
S.L.C. AD 567/ G-05-03

**CITY OF LONG BEACH
QUITCLAIM DEED**

WHEREAS, the State Lands Commission, at its public meeting in Sacramento, California on June 23, 2011 approved Calendar Item No. 135, which authorized a land exchange agreement ("Land Exchange Agreement") between the City of Long Beach, a municipality, the City of Long Beach, a trustee pursuant to *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935 and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, pursuant to that Land Exchange Agreement, the City of Long Beach, a trustee, must convey all its all the right, title, and interest in the Trust Termination Parcels to the State of California, acting by and through the State Lands Commission, as more particularly described and depicted in Exhibits A-1 and A-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to accept all right, title, and interest in the Trust Termination Parcels.

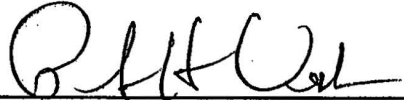
Now, THEREFORE,

The City of Long Beach, a trustee, does hereby REMISE, RELEASE, and FOREVER quitclaim to the State, acting by and through the State Lands Commission, all its right, title, and interest in the Trust Termination Parcels.

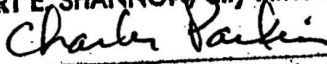
Quitclaim TRUSTEE to STATE
Trust Termination Parcels
AD 567 /G 05-03

This quitclaim deed is executed by and on behalf of the CITY OF LONG BEACH, a trustee, acting pursuant to law, by its duly authorized undersigned officer.

CITY OF LONG BEACH

Dated: 7-1-11 By: 
PATRICK H. WEST
City Manager

EXHIBITS A-1 AND A-2 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

APPROVED AS TO FORM
7-1, 2011
ROBERT E. SHANNON City Attorney
by 
PRINCIPAL DEPUTY CITY ATTORNEY

LEGAL DESCRIPTION

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 876, PAGE 1304, AS AMENDED, LYING IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND ALSO BEING ALL OF PARCEL 5 AND THAT PARCEL SHOWN AS "NOT A PART", OF AMENDING MAP OF PARCEL MAP NO. 25804, AS SHOWN ON MAPS FILED IN BOOK 308, PAGES 68 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF PINE AVENUE (SOUTH) AND THE HORIZONTAL CONTROL LINE FOR SHORELINE DRIVE WESTBOUND IN THE CITY OF LONG BEACH, SAID INTERSECTION HAVING THE COORDINATES NORTH 4,026,194.76, EAST 4,229,710.80, ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM, NAD 27, AS SHOWN ON DRAWING NO. H207, SHEET 32, ON FILE IN THE OFFICE OF THE CITY ENGINEER OF LONG BEACH; THENCE NORTHWESTERLY ALONG SAID HORIZONTAL CONTROL LINE NORTH 64° 18' 31" WEST 72.00 FEET; THENCE, AT A RIGHT ANGLE TO SAID CONTROL LINE NORTH 25°41'29" EAST, 73.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT HAVING COORDINATES NORTH 4,026,291.76, EAST 4,229,677.57 OF SAID COORDINATE SYSTEM; THENCE, NORTH 64°18'31" WEST, 49.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1927.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 25°41'29" WEST; THENCE, NORTHWESTERLY 126.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°45'31" TO A TANGENT LINE; THENCE, NORTH 60°33'00" WEST, 560.67 FEET; THENCE, NORTH 57°06'59" WEST, 126.65 FEET; THENCE, NORTH 29°37'38" EAST, 306.75 FEET; THENCE, NORTH 64°49'46" EAST, 21.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 320.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 10°12'33" WEST; THENCE, EASTERLY 53.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°29'54" TO A TANGENT LINE; THENCE, SOUTH 89°17'21" EAST, 145.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 00°42'39" WEST; THENCE, NORTHEASTERLY 229.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°40'07" TO A TANGENT LINE; THENCE, NORTH 52°02'32" EAST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 260.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 37°57'28" WEST; THENCE, NORTHEASTERLY AND EASTERLY 171.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°52'11" TO THE BEGINNING OF A TANGENT LINE; THENCE, NORTH 89°54'43" EAST, 0.99 FEET; THENCE, SOUTH 45°05'29" EAST, 24.05 FEET; THENCE, SOUTH 00°05'17" EAST, 626.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 438.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 89°54'43" EAST; THENCE, SOUTHERLY 197.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°46'46" TO A TANGENT LINE; THENCE, SOUTH 25°41'29" WEST, 42.75 FEET; THENCE, SOUTH 70°41'29" WEST 28.31 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 445,906 SQ.FT., 10.237 ACRES, MORE OR LESS.

Prepared by:

D. Boynton
Douglas Boynton, PLS

March 30, 2011

(562) 426-6464

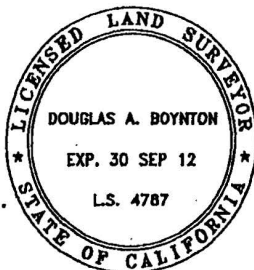
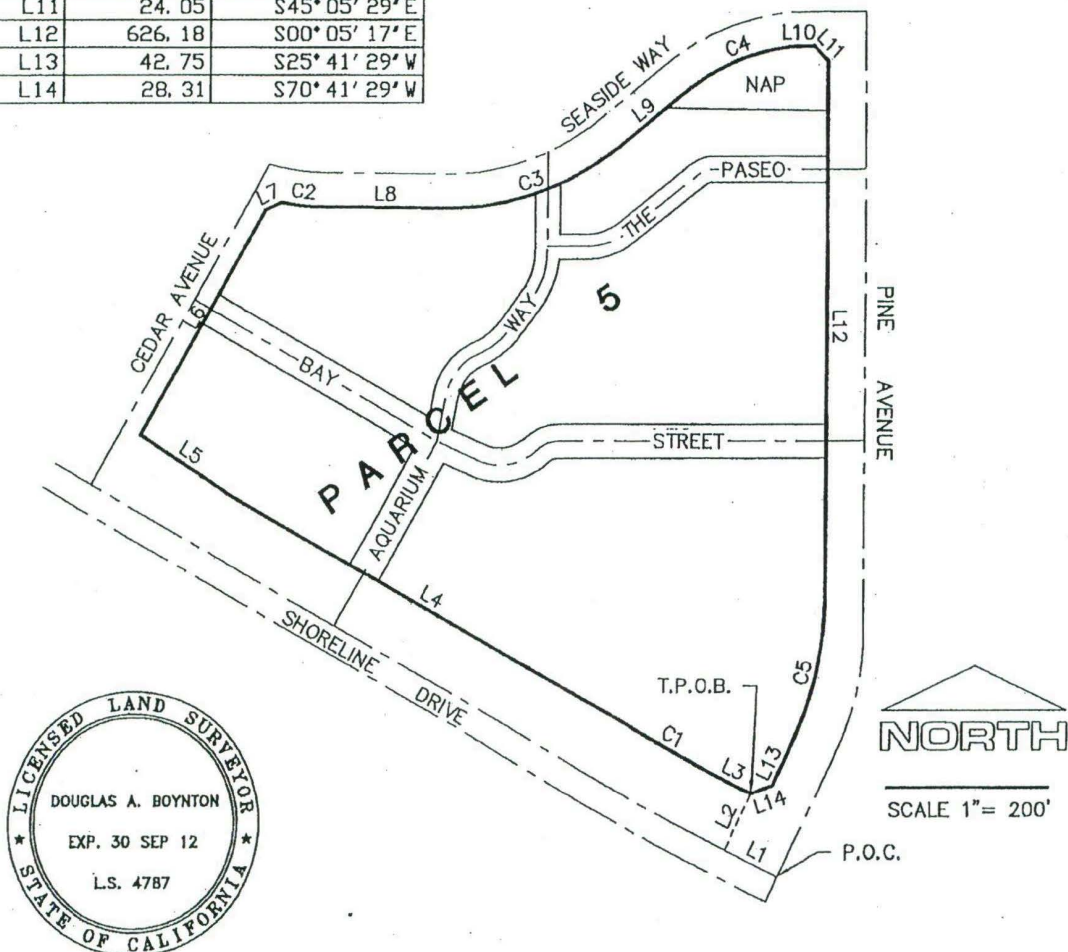


Exhibit A-2

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, LYING IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND ALSO BEING ALL OF PARCEL 5 AND THAT PARCEL SHOWN AS "NOT A PART", OF AMENDING MAP OF PARCEL MAP NO. 25804, AS SHOWN ON MAPS FILED IN BOOK 308, PAGES 68 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

LINE TABLE		
LINE	LENGTH	BEARING
L1	72.00	N64° 18' 31" W
L2	73.00	N25° 41' 29" E
L3	49.56	N64° 18' 31" W
L4	560.67	N60° 33' 00" W
L5	126.65	N57° 06' 59" W
L6	306.75	N29° 37' 38" E
L7	21.12	N64° 49' 46" E
L8	145.62	S89° 17' 21" E
L9	100.00	N52° 02' 32" E
L10	0.99	N89° 54' 43" E
L11	24.05	S45° 05' 29" E
L12	626.18	S00° 05' 17" E
L13	42.75	S25° 41' 29" W
L14	28.31	S70° 41' 29" W

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3° 45' 31"	1927.00	126.41
C2	9° 29' 54"	320.00	53.05
C3	38° 40' 07"	340.00	229.46
C4	37° 52' 12"	260.00	171.85
C5	25° 46' 46"	438.00	197.07



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

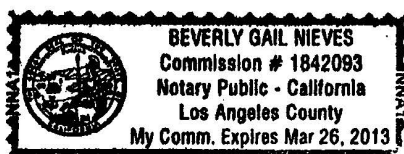
On 7/1/11
Date

before me,

Beverly Gail Nieves Notary Public
Here Insert Name and Title of the Officer

personally appeared

Patrick H. West
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly Gail Nieves
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Department

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7264-019-904
S.L.C. AD 567/ G-05-03

**CITY OF LONG BEACH
QUITCLAIM DEED**

WHEREAS, the State Lands Commission, at its public meeting in Sacramento, California on June 23, 2011 approved Calendar Item No. 135, which authorized a land exchange agreement ("Land Exchange Agreement") between the City of Long Beach, a municipality, the City of Long Beach, a trustee pursuant to *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935 and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, pursuant to that Land Exchange Agreement, the City of Long Beach, a municipality, must remise, release and forever quitclaim to the State, acting by and through the State Lands Commission, all the right, title, and interest in the Bixby Park Public Trust Parcels, as more particularly described and depicted in Exhibits A-1 and A-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to accept all right, title, and interest in the Bixby Park Public Trust Parcels as sovereign land, impressed with all incidents of sovereignty including the Public Trust for commerce, navigation, and fishing.

Now, THEREFORE,

The City of Long Beach, a municipality, does hereby REMISE, RELEASE, and FOREVER quitclaim to the State, acting by and through the State Lands Commission, all its right, title, and interest in the Bixby Park Public Trust Parcels.

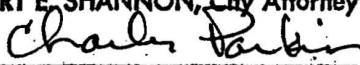
Quitclaim CITY to STATE
Bixby Park Public Trust Parcels
AD 567/G 05-03

This quitclaim deed is executed by and on behalf of the CITY OF LONG BEACH, acting pursuant to law, by its duly authorized undersigned officer.

CITY OF LONG BEACH

Dated: 7-1-11 By: 
PATRICK H. WEST
City Manager

EXHIBITS A-1 AND A-2 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

APPROVED AS TO FORM
7-1, 2011
ROBERT E. SHANNON, City Attorney
by 
PRINCIPAL DEPUTY CITY ATTORNEY

LEGAL DESCRIPTION

THAT PORTION OF LOT 3 AND ALL OF LOT 4 OF BLOCK 17, AND LOTS 1 TO 4 INCLUSIVE OF BLOCK 18, AND ALL OF LOT 1 AND A PORTION OF LOT 2 OF BLOCK 19, TOGETHER WITH ALL OF SIXTEENTH PLACE (55 FEET WIDE), AS VACATED BY DOCUMENT RECORDED AUGUST 5, 1955 AS INSTRUMENT NO. 2967, OFFICIAL RECORDS, AND SEVENTEENTH PLACE (55 FEET WIDE), AS VACATED BY RESOLUTION NO. C-7485, ALL AS SHOWN ON THE MAP OF THE EASTERN HALF OF ALAMITOS BEACH TOWNSITE, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO A PORTION OF THAT PARCEL OF LAND ADJOINING ON THE SOUTH EXTENDING TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN SHOWN ON THE SURVEY OF THE COMPROMISE TIDELAND BOUNDARY RECORDED MARCH 11, 1968, DOCUMENT 1498, IN BOOK M2796, PAGES 449-586, OFFICIAL RECORDS OF SAID COUNTY, ALL DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF OCEAN BOULEVARD, 100 FEET WIDE, AS SHOWN ON THE MAP OF SAID EASTERN HALF OF ALAMITOS BEACH TOWNSITE, SAID POINT BEING 14 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 3 OF SAID BLOCK 17; THENCE, SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, SOUTH $80^{\circ}44'56''$ EAST, 234.00 FEET (SHOWN AS SOUTH $81^{\circ}06'00''$ EAST ON SAID MAP OF THE EASTERN HALF OF ALAMITOS BEACH TOWNSITE); THENCE, SOUTH $76^{\circ}07'03''$ EAST, 247.50 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, SOUTH $13^{\circ}52'57''$ WEST, 322.50 FEET TO A POINT ON SAID COMPROMISE TIDELAND BOUNDARY; THENCE, WESTERLY ALONG SAID BOUNDARY, NORTH $80^{\circ}50'20''$ WEST, 139.43 FEET; THENCE, NORTH $81^{\circ}45'50''$ WEST, 245.18 FEET; THENCE, NORTH $82^{\circ}08'49''$ WEST, 70.10 FEET TO A POINT OF INTERSECTION WITH SAID COMPROMISE TIDELAND BOUNDARY AND A LINE PARALLEL WITH AND 14.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 3 OF SAID BLOCK 17; THENCE, NORTHERLY ALONG SAID PARALLEL LINE, NORTH $09^{\circ}15'04''$ EAST, 347.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 158,456 SQUARE FEET, 3.638 ACRES, MORE OR LESS.

Prepared by:


Douglas Boynton, PLS
March 29, 2011
(562) 426-6464

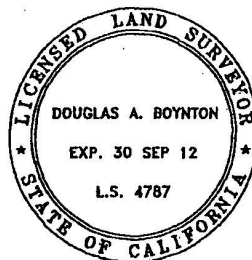
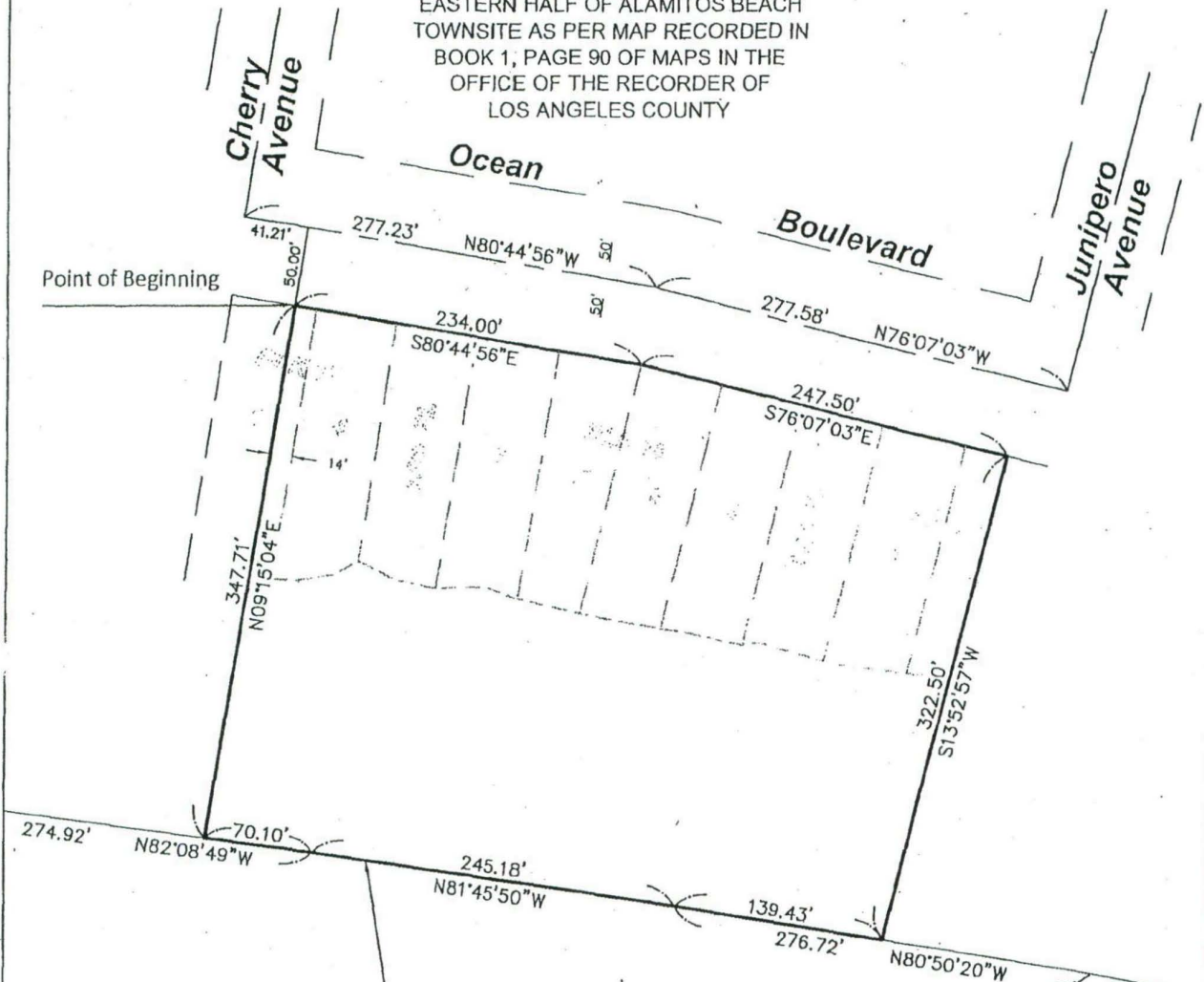


Exhibit A-2

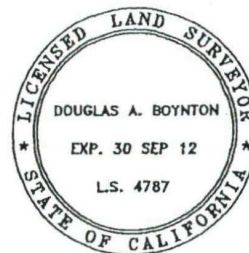
BEING A PORTION OF THE
EASTERN HALF OF ALAMITOS BEACH
TOWNSITE AS PER MAP RECORDED IN
BOOK 1, PAGE 90 OF MAPS IN THE
OFFICE OF THE RECORDER OF
LOS ANGELES COUNTY



COMPROMISE TIDELAND BOUNDARY
Recorded Mar 11, 1968, Doc 1498
BK M2796, Pgs 449-586



Scale 1" = 100'



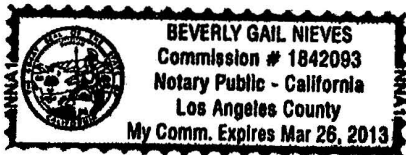
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 7/1/11 before me, Beverly Gail Nieves Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick H. West
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly Gail Nieves
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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AND WHEN RECORDED MAIL TO:

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State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Department

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7246-011-900, 7246-011-901,
7246-011-902, 7250-021-900
S.L.C. AD 567/ G-05-03

CITY OF LONG BEACH
QUITCLAIM DEED

WHEREAS, the State Lands Commission, at its public meeting in Sacramento, California on June 23, 2011 approved Calendar Item No. 135, which authorized a land exchange agreement ("Land Exchange Agreement") between the City of Long Beach, a municipality, the City of Long Beach, a trustee pursuant to *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935 and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, pursuant to that Land Exchange Agreement, the City of Long Beach, a municipality, must remise, release and forever quitclaim to the State, acting by and through the State Lands Commission, all the right, title, and interest in the Colorado Lagoon Public Trust Parcels, as more particularly described and depicted in Exhibits A-1 and A-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to accept all right, title, and interest in the Colorado Lagoon Public Trust Parcels as sovereign land, impressed with all incidents of sovereignty including the Public Trust for commerce, navigation, and fishing.

Now, THEREFORE,

The City of Long Beach, a municipality, does hereby REMISE, RELEASE, and FOREVER quitclaim to the State, acting by and through the State Lands Commission, all its right, title, and interest in the Colorado Lagoon Public Trust Parcels.

Quitclaim CITY to STATE
Colorado Lagoon Public Trust Parcels
AD 567/G 05-03

This quitclaim deed is executed by and on behalf of the CITY OF LONG BEACH, acting pursuant to law, by its duly authorized undersigned officer.

CITY OF LONG BEACH

Dated: 7-1-11 By: *P. H. West*
PATRICK H. WEST
City Manager

EXHIBITS A-1 AND A-2 AND ACKNOWLEDGMENT OF SIGNATURE TO BE
ATTACHED

APPROVED AS TO FORM
7-1, 2011
ROBERT E. SHANNON, City Attorney
By *Charles Parkin*
PRINCIPAL DEPUTY CITY ATTORNEY

Exhibit A-1

THOSE PORTIONS OF LOTS 193, 194, 215 AND 216 OF THE ALAMITOS TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGES 37 THROUGH 44 INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH LOTS 1 AND 2 OF THE WENRICH TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 9 PAGE 153 OF MAPS, IN SAID RECORDER'S OFFICE, AND THAT PORTION OF LOT 2 OF TRACT NO. 1779, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 22, PAGES 26 AND 27 OF MAPS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THOSE PORTIONS OF NIETO AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF SAID ALAMITOS TRACT, AND COLORADO STREET, 60 FEET WIDE, AS SHOWN ON MAP OF SAID TRACT NO. 1779, DESCRIBED AS FOLLOWS:

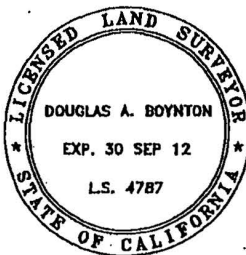
BEGINNING AT THE NORTHEASTERLY TERMINUS OF LOT 1 OF SAID WENRICH TRACT, SAID TERMINUS BEING THE SOUTHWESTERLY INTERSECTION OF THE WESTERLY LINE OF ORLENA AVENUE AND THE SOUTHERLY LINE OF VERMONT STREET; THENCE, WESTERLY ALONG SAID LOT 1 NORTH 89°53'12" WEST, 165.02 FEET TO A POINT ON SAID WESTERLY LINE; THENCE, AT RIGHT ANGLES ACROSS VERMONT STREET NORTH 00°06'48" EAST, 50.00 FEET TO THE SOUTHEASTERLY TERMINUS OF LOT 22 OF ADDITION TO THE PALM ISLAND, AS PER MAP RECORDED IN BOOK 6 PAGE 23 OF MAPS; THENCE, NORTH 89°53'12" WEST, 135.00 TO A POINT ON THE WESTERLY LINE OF A 10.00 FOOT WIDE ALLEY; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 275.00 FEET TO THE SOUTHERLY LINE OF FOURTH STREET; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89°53'12" WEST, 30.00 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE, NORTHERLY ACROSS FOURTH STREET NORTH 00°05'36" EAST 60.00, FEET TO THE NORTHWESTERLY INTERSECTION OF THE NORTHERLY LINE OF FOURTH STREET AND THE WESTERLY LINE OF MONROVIA AVENUE; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 601.15 FEET TO THE SOUTHWESTERLY INTERSECTION OF THE WESTERLY LINE OF MONROVIA AVENUE AND THE SOUTHERLY LINE OF SIXTH STREET; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89°54'24" WEST, 318.30 FEET TO A POINT; THENCE, LEAVING SAID SOUTHERLY LINE SOUTH 01°15'34" EAST, 256.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 450.00 FEET; THENCE, SOUTHERLY 105.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'03"; THENCE, TANGENT TO LAST MENTIONED CURVE SOUTH 14°39'37" EAST, 17.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 600.00 FEET; THENCE, SOUTHERLY 131.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°30'58" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 190.00 FEET TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 87°51'20" EAST; THENCE, SOUTHWESTERLY 123.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°09'02" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 75.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 54°59'38" EAST; THENCE, SOUTHWESTERLY 83.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°52'44"; THENCE, TANGENT TO LAST MENTIONED CURVE NORTH 81°06'54" WEST 590.52 FEET; THENCE, NORTH 27°31'52" WEST, 69.12 FEET; THENCE, NORTH 90°00'00" WEST, 62.03 FEET; THENCE, NORTH 67°18'28" WEST, 102.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 86.75 FEET; THENCE, NORTHWESTERLY 101.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°49'19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 89°30'51" EAST; THENCE, NORTHWESTERLY 138.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°54'13" TO THE BEGINNING OF A TANGENT

COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 125.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS NORTH 36°36'38" EAST; THENCE, WESTERLY 236.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°37'40" TO A NON-TANGENT LINE; THENCE, NORTH 81°49'38" WEST 132.99 FEET TO A POINT ON THE EASTERLY LINE OF PARK AVENUE; THENCE, SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 00°06'48" WEST, 392.28 FEET TO A POINT ON THE SOUTHERLY LINE OF LAND DESCRIBED IN BOOK 1929 PAGE 47 OF DEEDS TO PERY COMPANY; THENCE, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 52°15'48" EAST, 917.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STREET; THENCE, EASTERLY ALONG SAID NORTHERLY LINE SOUTH 89°53'12" EAST, 833.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 135.00 FEET; THENCE, SOUTHEASTERLY 117.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°03'29"; THENCE, TANGENT TO LAST MENTIONED CURVE, SOUTH 39°49'43" EAST, 19.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 14.00 FEET; THENCE, EASTERLY 16.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°42'25" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 56.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS SOUTH 18°32'08" EAST; THENCE, NORTHEASTERLY 33.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°37'56" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 120.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS NORTH 53°10'04" WEST; THENCE, NORTHEASTERLY 111.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°16'52" TO A POINT ON THE NORTHERLY LINE OF COLORADO STREET; THENCE, EASTERLY ALONG SAID NORTHERLY LINE SOUTH 89°53'12" EAST, 108.04 FEET TO THE WESTERLY LINE OF ORLENA AVENUE; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 275.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,283,482 SQ.FT., 29.465 ACRES, MORE OR LESS.

Prepared by:


Douglas Boynton, PLS
March 30, 2011
(562) 426-6464



6TH STREET

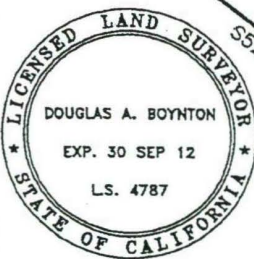
LINE TABLE

LINE	LENGTH	BEARING
L1	165.02	N89°53'12"W
L2	50.00	N00°06'48"E
L3	135.00	N89°53'12"W
L4	30.00	N89°53'12"W
L5	60.00	N00°05'36"E
L6	17.47	S14°39'37"E
L7	69.12	N27°31'52"W
L8	62.03	N90°00'00"W
L9	102.89	N67°18'28"W
L10	132.99	N81°49'38"W
L11	19.86	S39°49'43"E
L12	108.04	S89°53'12"E

CURVE	DELTA	RADIUS	LENGTH
C1	63°52'44"	75.00	83.62
C2	68°42'25"	14.00	16.79
C3	34°37'56"	56.00	33.85

NORTH

Scale 1" = 200'



PERR RIGHT-OF-WAY
917.50'
S52°15'48"E

COLORADO STREET

833.55'
S89°53'12"E

Δ=50°03'29"
R=135.00
L=117.95

Δ=53°16'52"
R=120.00
L=111.59

Point of Beginning
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12

VERMONT STREET

275.00'
N00°05'36"E

Point of Beginning

601.15'
N00°05'36"E

MONROVIA AVENUE

4TH STREET

ORLENA AVENUE

318.30'
N89°54'24"W

256.50'
S01°15'34"E

Δ=13°24'03"
R=450.00
L=105.25

Δ=12°30'58"
R=600.00
L=131.07

Δ=37°09'02"
R=190.00
L=123.20

590.52'
N81°06'54"W

FOR LOT 2.9

FOR LOT 1.4

Δ=108°37'40"
R=125.00
L=236.99

Δ=52°54'13"
R=150.00
L=138.50

Δ=66°49'19"
R=86.75
L=101.17

PARK AVENUE
392.28'
S00°06'48"W

Exhibit A-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

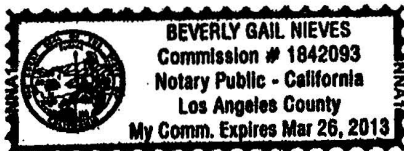
On 7/1/11
Date

before me,

Beverly Gail Nieves, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Patrick H. West
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Beverly Gail Nieves
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

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AND WHEN RECORDED MAIL TO:

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100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Department

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7242-006-903
S.L.C. AD 567/ G-05-03

CITY OF LONG BEACH
QUITCLAIM DEED

WHEREAS, the State Lands Commission, at its public meeting in Sacramento, California on June 23, 2011 approved Calendar Item No. 135, which authorized a land exchange agreement ("Land Exchange Agreement") between the City of Long Beach, a municipality, the City of Long Beach, a trustee pursuant to *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935 and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, pursuant to that Land Exchange Agreement, the City of Long Beach, a municipality, must remise, release and forever quitclaim to the State, acting by and through the State Lands Commission, all the right, title, and interest in the Marine Stadium Channel Public Trust Parcels, as more particularly described and depicted in Exhibits A-1 and A-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to accept all right, title, and interest in the Marine Stadium Channel Public Trust Parcels as sovereign land, impressed with all incidents of sovereignty including the Public Trust for commerce, navigation, and fishing.

Now, THEREFORE,

The City of Long Beach, a municipality, does hereby REMISE, RELEASE, and FOREVER quitclaim to the State, acting by and through the State Lands Commission, all its right, title, and interest in the Marine Stadium Channel Public Trust Parcels.

Quitclaim CITY to STATE
Marine Stadium Channel Public Trust Parcels
AD 567/G 05-03

This quitclaim deed is executed by and on behalf of the CITY OF LONG BEACH, acting pursuant to law, by its duly authorized undersigned officer.

CITY OF LONG BEACH

Dated: 7-1-11 By: _____



PATRICK H. WEST
City Manager

EXHIBITS A-1 AND A-2 AND ACKNOWLEDGMENT OF SIGNATURE TO BE
ATTACHED

APPROVED AS TO FORM

7-1, 2011

ROBERT E. SHANNON, City Attorney

By Charles Parkin

PRINCIPAL DEPUTY CITY ATTORNEY

Exhibit A-1

BEING A PORTION OF LOT 2, TRACT NO. 1779, BOOK 22, PAGES 26 AND 27 OF MAPS, A PORTION OF LOT 221A OF THE ALAMITOS TRACT, BOOK 36, PAGES 37 THROUGH 44, MISCELLANEOUS RECORDS, AND A PORTION OF ELIOT STREET AS DESCRIBED IN INSTRUMENT NO. 83-1170492, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF COLORADO STREET DEDICATED AS A PUBLIC STREET PER CITY OF LONG BEACH ORDINANCE NO. C-1138 DATED MAY 31, 1932 ON FILE WITH THE CITY CLERK OF THE CITY OF LONG BEACH.

COMMENCING AT A POINT 600.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT 216 OF SAID ALAMITOS TRACT, AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 216, AND 30 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET, 60 FEET WIDE, AND THE WESTERLY RIGHT-OF-WAY LINE OF ORLENA AVENUE, 60 FEET WIDE, AS THEY NOW EXIST, THENCE, WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET, NORTH 89°53'12" WEST, 72.46 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 36°32'52" EAST, 799.02 FEET; THENCE, SOUTH 80°47'20" WEST, 78.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 15°16'31" WEST; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°20'31", AN ARC LENGTH OF 22.07 FEET; THENCE, SOUTH 48°22'58" WEST, 39.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°48'42", AN ARC LENGTH OF 107.50 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE, SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 52°45'53", AN ARC LENGTH OF 78.28 FEET; THENCE, NON-TANGENT TO SAID COMPOUND CURVE, SOUTH 48°03'38" WEST, 9.00 FEET; THENCE, NORTH 42°11'09" WEST, 170.01 FEET; THENCE, NORTH 43°31'53" WEST, 402.78 FEET; THENCE, NORTH 51°52'58" WEST, 43.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 174.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°55'51", AN ARC LENGTH OF 221.48 FEET; THENCE, NORTH 21°02'53" EAST, 78.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 18.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°12'37", AN ARC LENGTH OF 19.23 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 107.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°59'14", AN ARC LENGTH OF 87.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 68.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'15", AN ARC LENGTH OF 23.17 FEET; THENCE, ALONG A NON-TANGENT LINE, NORTH 15°42'31" WEST, 59.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL

LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 24°38'39" WEST; THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°45'27", AN ARC LENGTH OF 51.85 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET; THENCE, TANGENT TO LAST MENTIONED CURVE, SOUTH 89°53'12" EAST, 35.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 255,780 SQ.FT., 5.872 ACRES MORE OR LESS.

END OF DESCRIPTION

Prepared by:


Douglas Boynton, PLS 4787
June 09, 2011
(562) 426-6464

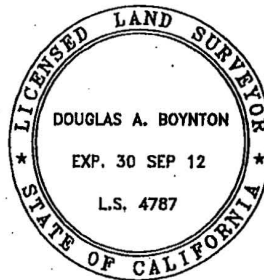
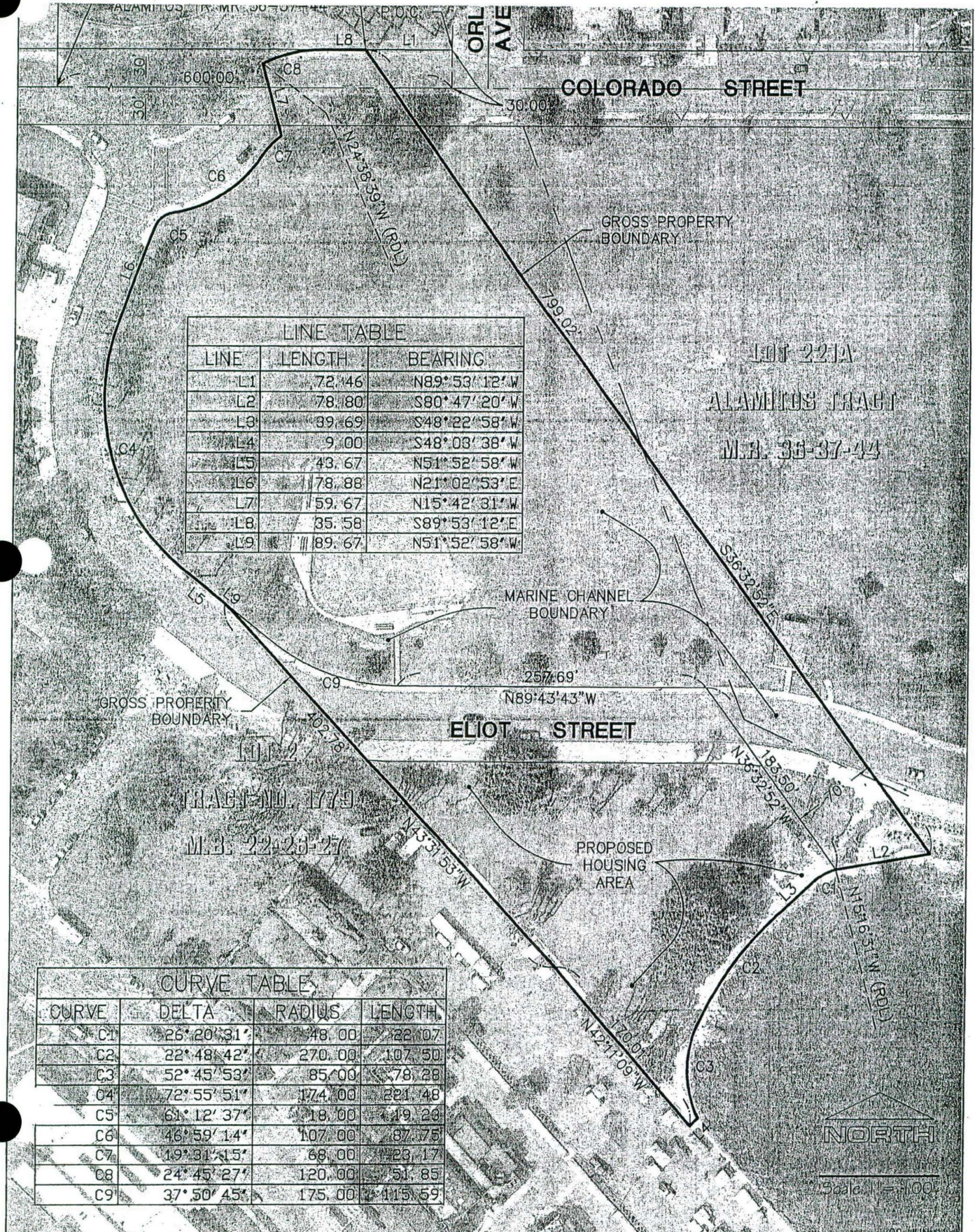


Exhibit A-2



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

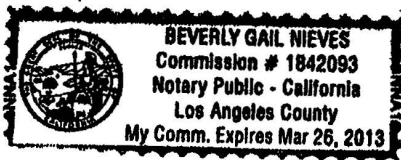
On 7/1/11
Date

before me,

Beverly Gail Nieves Notary Public
Here Insert Name and Title of the Officer

personally appeared

Patrick H. West
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly Gail Nieves

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Department

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7278-010-920, 7278-010-921, 7278-010-922,
7278-010-923, 7278-010-924, 7278-010-925,
7278-007-925
S.L.C. AD 567/ G-05-03

STATE OF CALIFORNIA
QUITCLAIM DEED

WHEREAS, the State Lands Commission, at its public meeting in Sacramento, California on June 23, 2011 approved Calendar Item No. 135, which authorized a land exchange agreement ("Land Exchange Agreement") between the City of Long Beach, a municipality, the City of Long Beach, a trustee pursuant to *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935 and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, pursuant to that Land Exchange Agreement, the City of Long Beach, a trustee, remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all the right, title, and interest in the Trust Termination Parcels, as more particularly described and depicted in Exhibits A-1 and A-2, attached hereto; and

WHEREAS, the State, acting by and through the State Lands Commission, has accepted the Trust Termination Parcels; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to convey to the City of Long Beach, a municipality, all right, title, and interest in the Trust Termination Parcels, as proprietary land, free of all incidents of sovereignty including the Public Trust for commerce, navigation, and fishing.

Now, THEREFORE,

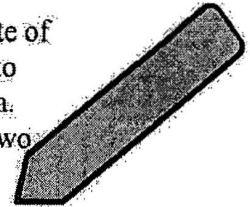
Quitclaim STATE to City
Trust Termination Parcels
AD 567/ G 05-03

The State, acting by and through the State Lands Commission, does hereby REMISE, RELEASE, and FOREVER quitclaim to the City of Long Beach, a municipality, all its sovereign right, title, and interest in the Trust Termination Parcels. This quitclaim is intended to and does terminate any public trust interests of the State in the Trust Termination Parcels.

EXHIBITS A-1 AND A-2 TO BE ATTACHED

[Remainder of page intentionally left blank]

IN APPROVAL WHEREOF, I, _____, 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 ____ day of _____, two thousand ____.



EDMUND G. BROWN JR.
Governor
State of California

Attest: _____
DEBRA BOWEN
Secretary of State

Quitclaim STATE to City
Trust Termination Parcels
AD 567/G 05-03

Exhibit A-1

LEGAL DESCRIPTION

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS .
CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911,
CHAPTER 676, PAGE 1304, AS AMENDED, LYING IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AND ALSO BEING ALL OF PARCEL 5 AND THAT PARCEL SHOWN AS "NOT A PART", OF
AMENDING MAP OF PARCEL MAP NO. 25804, AS SHOWN ON MAPS FILED IN BOOK 308, PAGES 68 THROUGH
76 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND
DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF PINE AVENUE (SOUTH) AND THE HORIZONTAL CONTROL LINE FOR
SHORELINE DRIVE WESTBOUND IN THE CITY OF LONG BEACH, SAID INTERSECTION HAVING THE
COORDINATES NORTH 4,026,194.76, EAST 4,229,710.80, ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM,
NAD 27, AS SHOWN ON DRAWING NO. H207, SHEET 32, ON FILE IN THE OFFICE OF THE CITY ENGINEER OF
LONG BEACH; THENCE NORTHWESTERLY ALONG SAID HORIZONTAL CONTROL LINE NORTH 64° 18' 31" WEST
72.00 FEET; THENCE, AT A RIGHT ANGLE TO SAID CONTROL LINE NORTH 25°41'29" EAST, 73.00 FEET TO THE
TRUE POINT OF BEGINNING, SAID POINT HAVING COORDINATES NORTH 4,026,291.76, EAST 4,229,677.57 OF
SAID COORDINATE SYSTEM; THENCE, NORTH 64°18'31" WEST, 49.56 FEET TO THE BEGINNING OF A TANGENT
CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1927.00 FEET AND TO WHICH BEGINNING OF
CURVE A RADIAL BEARS SOUTH 25°41'29" WEST; THENCE, NORTHWESTERLY 126.42 FEET ALONG SAID
CURVE THROUGH A CENTRAL ANGLE OF 03°45'31" TO A TANGENT LINE; THENCE, NORTH 60°33'00" WEST,
560.67 FEET; THENCE, NORTH 57°06'59" WEST, 126.65 FEET; THENCE, NORTH 29°37'38" EAST, 306.75 FEET;
THENCE, NORTH 64°49'46" EAST, 21.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO
THE NORTH HAVING A RADIUS OF 320.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS
SOUTH 10°12'33" WEST; THENCE, EASTERLY 53.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE
OF 09°29'54" TO A TANGENT LINE; THENCE, SOUTH 89°17'21" EAST, 145.62 FEET TO THE BEGINNING OF A
TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET AND TO WHICH
BEGINNING OF CURVE A RADIAL BEARS SOUTH 00°42'39" WEST; THENCE, NORTHEASTERLY 229.46 FEET
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°40'07" TO A TANGENT LINE; THENCE, NORTH
52°02'32" EAST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST
HAVING A RADIUS OF 260.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 37°57'28"
WEST; THENCE, NORTHEASTERLY AND EASTERLY 171.85 FEET ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 37°52'11" TO THE BEGINNING OF A TANGENT LINE; THENCE, NORTH 89°54'43" EAST, 0.99 FEET;
THENCE, SOUTH 45°05'29" EAST, 24.05 FEET; THENCE, SOUTH 00°05'17" EAST, 626.18 FEET TO THE
BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 438.00 FEET AND TO
WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 89°54'43" EAST; THENCE, SOUTHERLY 197.07 FEET
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°46'46" TO A TANGENT LINE; THENCE, SOUTH
25°41'29" WEST, 42.75 FEET; THENCE, SOUTH 70°41'29" WEST 28.31 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 445,906 SQ.FT., 10.237 ACRES, MORE OR LESS.

Prepared by:


Douglas Boynton, PLS

March 30, 2011

(562) 426-6464

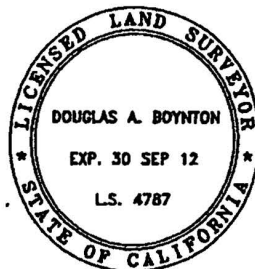
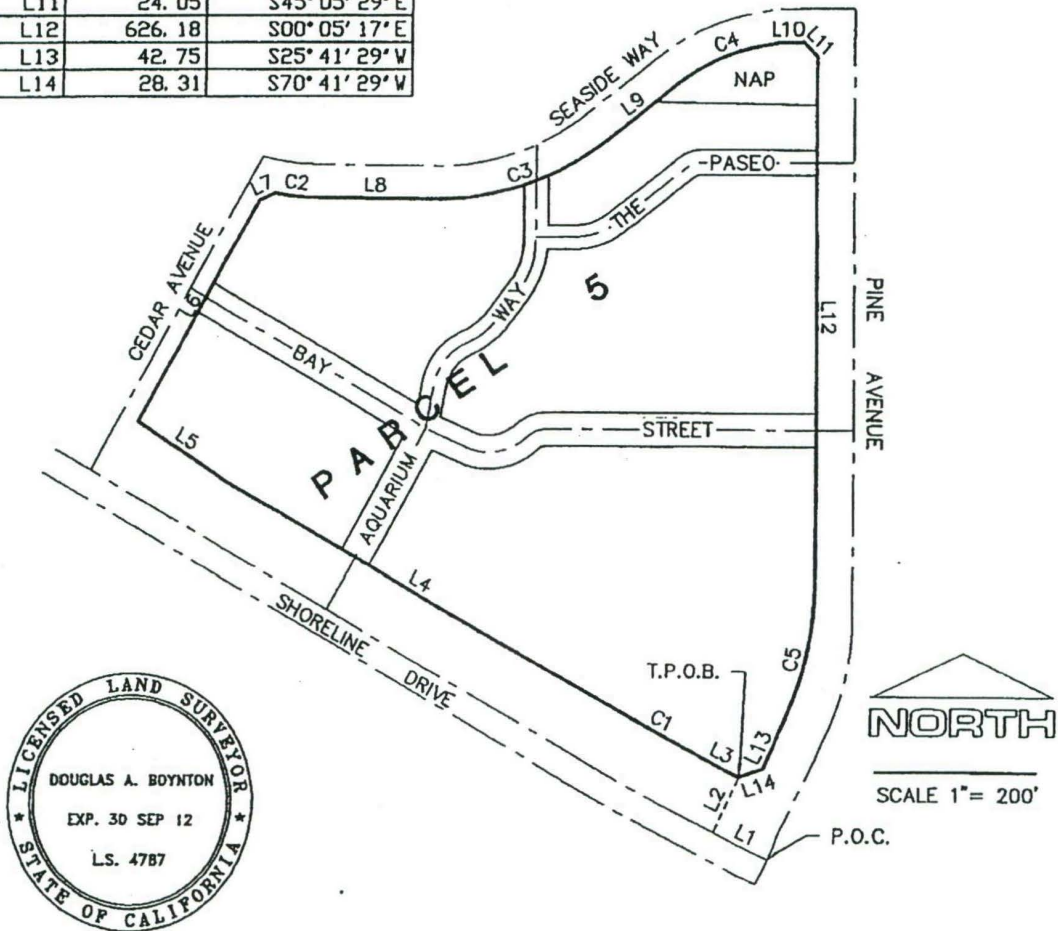


Exhibit A-2

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, LYING IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND ALSO BEING ALL OF PARCEL 5 AND THAT PARCEL SHOWN AS "NOT A PART", OF AMENDING MAP OF PARCEL MAP NO. 25804, AS SHOWN ON MAPS FILED IN BOOK 308, PAGES 68 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

LINE TABLE		
LINE	LENGTH	BEARING
L1	72.00	N64° 18' 31" W
L2	73.00	N25° 41' 29" E
L3	49.56	N64° 18' 31" W
L4	560.67	N60° 33' 00" W
L5	126.65	N57° 06' 59" W
L6	306.75	N29° 37' 38" E
L7	21.12	N64° 49' 46" E
L8	145.62	S89° 17' 21" E
L9	100.00	N52° 02' 32" E
L10	0.99	N89° 54' 43" E
L11	24.05	S45° 05' 29" E
L12	626.18	S00° 05' 17" E
L13	42.75	S25° 41' 29" W
L14	28.31	S70° 41' 29" W

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3° 45' 31"	1927.00	126.41
C2	9° 29' 54"	320.00	53.05
C3	38° 40' 07"	340.00	229.46
C4	37° 52' 12"	260.00	171.85
C5	25° 46' 46"	438.00	197.07



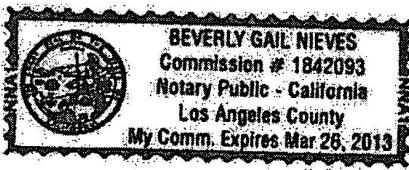
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 7/1/11 before me, Beverly Gail Nieves Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick H. West
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly Gail Nieves
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

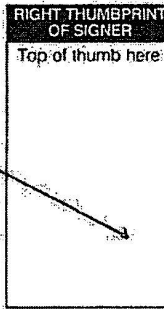
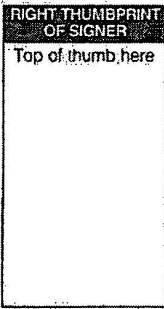
☐ Attorney-in-Fact ☐ Attorney-in-Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Division

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7278-010-920, 7278-010-921, 7278-010-922,
7278-010-923, 7278-010-924, 7278-010-925,
7278-007-925

S.L.C. AD 567/ G-05-03

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code Section 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the CITY OF LONG BEACH, a trustee pursuant to *inter alia*, Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935 and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, in the STATE OF CALIFORNIA, a Quitclaim Deed dated 7/1/11, 2011, of which a true and correct copy is attached hereto, of all of the CITY OF LONG BEACH's right, title and interest in real property described therein Trust Termination Parcel.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Los Angeles.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 135 of its public meeting in Sacramento, California on June 23, 2011 by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

Dated: 7/8/2011 By: 
CURTIS L. FOSSUM
Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On July 8, 2011 before me, Kimberly L. Lunetta, Notary Public

Here Insert Name and Title of the Officer

personally appeared Curtis L. Fossom

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly L. Lunetta

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

APRS: 7278-010-925, 7278-010-921, 7278-010-922, 7278-010-923, 7278-010-924

Description of Attached Document 7278-010-925, 7278-010-925

Title or Type of Document: Certificate of Acceptance! Consent to Recording

Document Date: July 1, 2011 Number of Pages: 6 pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis L. Fossom

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: EXECUTIVE OFFICIAL

Signer Is Representing: CA State Lands Commission

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

X

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Division

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7264-019-904
S.L.C. AD 567/ G-05-03

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code Section 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the CITY OF LONG BEACH, a municipality in the STATE OF CALIFORNIA, a Quitclaim Deed dated 7/1/11, 2011, of which a true and correct copy is attached hereto, of all of the CITY OF LONG BEACH's right, title and interest in real property described therein as the Bixby Park Public Trust Parcel.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Los Angeles.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 135 of its public meeting in Sacramento, California on June 23, 2011 by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

Dated: 7/8/2011 By: 
CURTIS L. FOSSUM
Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On July 8, 2011 before me, Kimberly L. Lunetta, Notary Public

personally appeared Chris L. Fossum

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate of Acceptance & Consent to Recording

Document Date: July 1, 2011 Number of Pages: 6 pgs

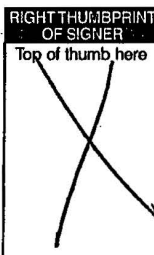
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris L. Fossum

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: EXECUTIVE OFFICER

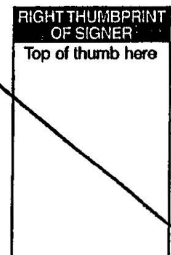
Signer Is Representing: CA State Lands Commission



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Division

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7246-011-900, 7246-011-901,
7246-011-902, 7250-021-900
S.L.C. AD 567/ G-05-03

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code Section 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the CITY OF LONG BEACH, a municipality in the STATE OF CALIFORNIA, a Quitclaim Deed dated 7/1/11, 2011, of which a true and correct copy is attached hereto, of all of the CITY OF LONG BEACH's right, title and interest in real property described therein as the Colorado Lagoon Public Trust Parcel.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Los Angeles.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 135 of its public meeting in Sacramento, California on June 23, 2011 by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

Dated: 7/8/2011

By: 

CURTIS L. FOSSUM
Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On July 8, 2011 before me, Kimberly L. Lunetta, Notary Public

personally appeared Curtis L. Fossum

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate of Acceptance & Consent to Recording

Document Date: July 1, 2011 Number of Pages: 7pgs

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis L. Fossum

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: EXECUTIVE OFFICER

Signer Is Representing: _____

CA State Lands Commission

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Division

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7242-006-903
S.L.C. AD 567/ G-05-03

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code Section 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the CITY OF LONG BEACH, a municipality in the STATE OF CALIFORNIA, a Quitclaim Deed dated 7/1/11, 2011, of which a true and correct copy is attached hereto, of all of the CITY OF LONG BEACH's rights, titles and interests in real property described therein as the Marine Stadium Channel Public Trust Parcels.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Los Angeles.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as a real property interest of the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No.135 of its public meeting in Sacramento, California on June 23, 2011 by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

Dated: 7/8/2011 By: 
CURTIS L. FOSSUM
Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On July 8, 2011 before me, Kimberly L. Lunetta, Notary Public

Here Insert Name and Title of the Officer

personally appeared Curtis L. Fossum

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate of Acceptance & Consent to

Document Date: July 1, 2011 Number of Pages: 2 pgs +

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis L. Fossum

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: EXECUTIVE OFFICIAL

Signer Is Representing: _____

OK State Lands Commission

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Division

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 7278-010-920, 7278-010-921, 7278-010-922,
7278-010-923, 7278-010-924, 7278-010-925,
7278-007-925
S.L.C. AD 567/G-05-03

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code Section 27281

This is to certify that the CITY OF LONG BEACH, a municipality, in the STATE OF CALIFORNIA, hereby accepts from the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, a Quitclaim Deed dated 7/1/11, 2011, of which a true and correct copy is attached hereto, of all of the STATE OF CALIFORNIA's right, title and interest in real property, freed of all incidents of sovereignty including the Public Trust for fishing, navigation and commerce, described therein as the Trust Termination Parcel.

The CITY OF LONG BEACH, a municipality, in the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Los Angeles.

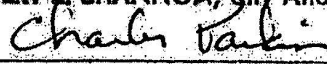
The said interests in real property are accepted by the CITY OF LONG BEACH, a municipality, in its proprietary capacity freed of all incidents of sovereignty including the Public Trust for fishing, navigation and commerce. By the recordation of this document, this land will no longer have the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

Certificate of Acceptance
Trust Termination Parcels
AD-567/G 05-03

This acceptance and consent to recording is executed by and on behalf of the CITY OF LONG BEACH, a municipality, acting pursuant to law, as approved by Item No. R 23 of its public meeting in Long Beach, California on June 21, 2011 by its duly authorized undersigned officer.

CITY OF LONG BEACH
Dated: 7-1-11 By: 
PATRICK H. WEST
City Manager

APPROVED AS TO FORM
7-1, 2011
ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED ROBERT E. SHANNON, City Attorney
by 
PRINCIPAL DEPUTY CITY ATTORNEY

LEASE PRC 8929

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to the **City of Long Beach**, a trustee pursuant to *inter alia* Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935, and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, hereinafter referred to as Lessee, those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

MAILING ADDRESS: City of Long Beach, a Trustee
333 West Ocean Blvd.
13th Floor - City Hall
Long Beach, CA 90802

LEASE TYPE: General Lease - Public Agency Use

LAND TYPE: Sovereign

LOCATION: Bixby Park located between the extension of Cherry Avenue to the west, East Ocean Boulevard to the north, Junipero Avenue to the east, and the 138 Compromise Line to the south.

LAND USE OR PURPOSE: Continued use and maintenance as passive recreation area.

TERM: 49 years; beginning immediately upon acquisition of property by the Lessor at close of escrow pursuant to terms of Exchange Agreement AD567; ending July 2050 or as of the effective date

of the amended granting statute whichever occurs first or unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest; subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

AUTHORIZED IMPROVEMENTS:

EXISTING: Benches, paths, stairway, retaining wall, shed, and sealed tunnels.

TO BE CONSTRUCTED: N/A

CONSTRUCTION MUST BEGIN BY: N/A

AND BE COMPLETED BY: N/A

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

**SECTION 2
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED,
REVISED OR SUPPLEMENTED AS FOLLOWS:**

1. It is understood that this Lease is being issued pursuant to a Compromise Title Settlement Exchange Agreement as authorized under Cal. Pub. Res. Code § 6307 between the Lessee and the Lessor and is a necessary and integral component of said Agreement. In the event that there are conflicts between this Lease and that Agreement, the terms of the Agreement control.
2. Lessor is not responsible for any damage to any property, including any vehicles, equipment, tools, or machinery within the Lease Premises.
3. Lessee shall not change the authorized use of the Lease Premises without prior Commission approval. The Lessee shall inform Lessor of any proposed change to the use of the Lease Premises so that Lessor's staff may determine if an amendment to the lease and Commission authorization is necessary.
4. Lessee will not use Lease Premises for income producing uses without prior Commission authorization. Lessee understands that any income-producing uses on the lease premises may cause rent to be required by the Lessor.

Lessee acknowledges and agrees:

- a. The site may be subject to hazards from natural geophysical phenomena including, but not limited to, waves, storm waves, tsunamis, earthquakes, flooding and erosion.

- b. To assume the risks of injury and damage to Lessee, its agents, employees, contractors permittees, invitees and guests and the Leased Lands from such hazards in connection with the development and use of the Leased Lands subject to any Coastal Development Permit.
- c. To unconditionally waive any claim or damage or liability against the State of California, its agencies, officers, agents, and employees for injury and/or damage from such hazards to Lessee, its agents, employees, contractors, permittees, invitees and guests.
- d. To indemnify, hold harmless and , at the option of Lessor, defend the State of California, its agencies, officers, agents, and employees, against and for any and all liability, claims demands, damages, injuries, or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any alleged or actual injury, damage or claim due to site hazards or connected in any way with respect to the approval of any Coastal Development Permit involving the Leased Lands, except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

- 6. The provisions of Section 4, Paragraphs 8 (Insurance) and 9 (Surety Bond) are not applicable.
- 7. The lease term shall become effective immediately upon acquisition of property by the Lessor at close of escrow pursuant to terms of Exchange Agreement AD 567.
- 8. Lessor and Lessee shall cooperate and expeditiously pursue the enactment of legislation authorizing the State to transfer to Lessee, in its Trust capacity, the property subject to this Lease, in trust as provided for in the City of Long Beach/California State Lands Commission/Queensway Bay Exchange Agreement.

This Lease shall terminate if the Lease Premises are legislatively granted to Lessee.

In the event of any conflict between the provisions of Section 2 and Section 4 of this Lease, the provisions of Section 2 shall prevail.

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Section 3 – PRC 8929

THAT PORTION OF LOT 3 AND ALL OF LOT 4 OF BLOCK 17, AND LOTS 1 TO 4 INCLUSIVE OF BLOCK 18, AND ALL OF LOT 1 AND A PORTION OF LOT 2 OF BLOCK 19, TOGETHER WITH ALL OF SIXTEENTH PLACE (55 FEET WIDE), AS VACATED BY DOCUMENT RECORDED AUGUST 5, 1955 AS INSTRUMENT NO. 2967, OFFICIAL RECORDS, AND SEVENTEENTH PLACE (55 FEET WIDE), AS VACATED BY RESOLUTION NO. C-7485, ALL AS SHOWN ON THE MAP OF THE EASTERN HALF OF ALAMITOS BEACH TOWNSITE, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO A PORTION OF THAT PARCEL OF LAND ADJOINING ON THE SOUTH EXTENDING TO THE COMPROMISE TIDELAND BOUNDARY SHOWN ON THE SURVEY OF THE COMPROMISE TIDELAND BOUNDARY RECORDED MARCH 11, 1968, DOCUMENT 1498, IN BOOK M2796, PAGES 449-586, OFFICIAL RECORDS OF SAID COUNTY, ALL DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF OCEAN BOULEVARD, 100 FEET WIDE, AS SHOWN ON THE MAP OF SAID EASTERN HALF OF ALAMITOS BEACH TOWNSITE, SAID POINT BEING 14 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 3 OF SAID BLOCK 17; THENCE, SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, SOUTH 80°44'56" EAST, 234.00 FEET (SHOWN AS SOUTH 81°06'00" EAST ON SAID MAP OF THE EASTERN HALF OF ALAMITOS BEACH TOWNSITE); THENCE, SOUTH 76°07'03" EAST, 247.50 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, SOUTH 13°52'57" WEST, 322.50 FEET TO A POINT ON SAID COMPROMISE TIDELAND BOUNDARY; THENCE, WESTERLY ALONG SAID BOUNDARY, NORTH 80°50'20" WEST, 139.43 FEET; THENCE, NORTH 81°45'50" WEST, 245.18 FEET; THENCE, NORTH 82°08'49" WEST, 70.10 FEET TO A POINT OF INTERSECTION WITH SAID COMPROMISE TIDELAND BOUNDARY AND A LINE PARALLEL WITH AND 14.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 3 OF SAID BLOCK 17; THENCE, NORTHERLY ALONG SAID PARALLEL LINE, NORTH 09°15'04" EAST, 347.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 158,456 SQUARE FEET, 3.638 ACRES, MORE OR LESS.

END OF DESCRIPTION

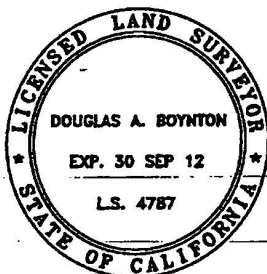
Prepared by:

D. Boynton

Douglas Boynton, PLS

March 29, 2011

(562) 426-6464



SECTION 4

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements

and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, State, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, State, or local law, regulation or ordinance dealing with such wastes, substances, or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

(a) Reservations

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS, AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the

policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
 - (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
 - (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
 - (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
 - (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
 - (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or
 - (7) Lessee's failure to comply with applicable provisions of federal, State or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.
- (b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, State or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO. 8929

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

CITY OF LONG BEACH

By: *R. H. Vert*Title: *City Manager*Date: *7-1-11*

LESSOR:

STATE OF CALIFORNIA
STATE LANDS COMMISSIONBy: *7-1-11*

Title: _____

Date: _____

APPROVED AS TO FORM

7-1, 20*11*

ROBERT E. SHANNON, City Attorney

ACKNOWLEDGEMENT

by *Charles Parkin*

PRINCIPAL DEPUTY CITY ATTORNEY

This Lease was authorized by the
California State Lands Commission on

June 23, 2011

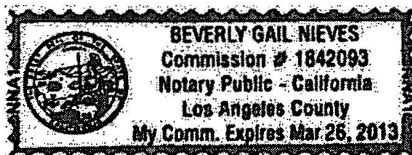
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 7/1/11 before me, Beverly Gail Nieves Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick H. West
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Beverly Gail Nieves
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

LEASE PRC 8930

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to the **City of Long Beach**, a trustee pursuant to *inter alia* Chapter 676 of the Statutes of 1911, Chapter 102 of the Statutes of 1925, Chapter 158 of the Statutes of 1935, and Chapter 138 of the Statutes of 1964, First Extraordinary Session, as amended, hereinafter referred to as Lessee, those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

MAILING ADDRESS: City of Long Beach, a Trustee
333 West Ocean Blvd.
13th Floor - City Hall
Long Beach, CA 90802

LEASE TYPE: General Lease - Public Agency Use

LAND TYPE: Sovereign

LOCATION: In and adjacent to the Colorado Lagoon, located generally south of East 6th Street, west of Monrovia Avenue/ Haines Avenue/ Orlena Avenue, north of East Colorado Street, and east of Park Avenue/ Appian Way; and portion of the easterly half of Marine Stadium Park.

LAND USE OR PURPOSE: Remediation and restoration of Colorado Lagoon and Marine Stadium Channel; construction of an open channel; roadway and or bridges; continued use, and maintenance of open space and public facilities.

TERM: 49 years; beginning immediately upon acquisition of property by the Lessor at close of escrow pursuant to terms of Exchange Agreement AD567; ending July 2050 or as of the effective date of the amended granting statute whichever occurs first or unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest; subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

AUTHORIZED IMPROVEMENTS:

EXISTING: Picnic Area, Recreational Equipment, Swim Area, Wetland and Marine Science Education Center; Baseball field, Park Land.

TO BE CONSTRUCTED: Dredging contaminated sediment, reshaping the Lagoon edge to allow for additional habitat ranges, removing the north shore roadway, parking lot, picnic area and restroom and cleaning the culvert between the Lagoon and Marine Stadium or opening a channel to replace the culvert; construction of bridge(s) over channel.

CONSTRUCTION MUST BEGIN BY: _____

AND BE COMPLETED BY: _____

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

**SECTION 2
SPECIAL PROVISIONS**

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:

1. It is understood that this Lease is being issued pursuant to a Compromise Title Settlement Exchange Agreement as authorized under Cal. Pub. Res. Code § 6307 between the Lessee and the Lessor and is a necessary and integral component of said Agreement. In the event that there are conflicts between this Lease and that Agreement, the terms of the Agreement control.
 2. Further, it is understood that Lessee is in the process of implementing a two phase remediation and restoration project at Colorado Lagoon. Lessee plans to construct an open channel between the Lease Premise and Alamitos Bay and that this lease is not intended to restrict that project.
- Lessee shall provide to Lessor copies of all permits and authorizations from all federal, state, and local agencies having jurisdiction over the project prior to commencing restoration and remediation activities.

4. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use.
5. Lessor is not responsible for any damage to any property, including any vehicles, equipment, tools, or machinery within the Lease Premises.
6. No refueling, maintenance, or repairs to any equipment or vehicles will be permitted within the Lease Premises.
7. All remediation and restoration activities shall be carried out in accordance with all applicable safety regulations, permits, and conditions of all other agencies.
8. Within 90 days of completion of the project, Lessee shall provide to Lessor the following:
 - a. A set of "As-Built" drawings certified by a California Registered Civil/Structural Engineer, showing the final plan and profile of the authorized improvements on the Lease Premises and of the open channel between the Lease Premise and Alamitos Bay.
 - b. A post construction written report confirming completion of the project in accordance with the approved plans, describing any field changes with the justification, any accidents or spills affecting the waterway and corrective measures taken, and any other extraordinary conditions that occurred during the course of the project.
9. Lessee agrees that printed material, such as handouts and signs or other types of printed notices installed to provide notification of the public use and benefit of the project as set forth herein shall contain and reasonably display a statement acknowledging the California State Lands Commission as having contributed lands for the project.
10. The Lessee shall not change the authorized use of the Lease Premises without Commission approval. The Lessee shall inform the Lessor of any proposed change to the use of the Lease Premises so that Lessor's staff may determine if an amendment to the lease and Commission authorization is necessary.
11. Lessee will not use Lease Premises for income producing uses without prior Commission authorization. Lessee understands that any income-producing uses on the lease premises may cause rent to be required by the Lessor.
12. Lessee acknowledges and agrees:
 - a. The site may be subject to hazards from natural geophysical phenomena including, but not limited to, waves, storm waves, tsunamis, earthquakes, flooding and erosion.
 - b. To assume the risks of injury and damage to Lessee, its agents, employees, contractors permittees, invitees and guests and the Leased Lands from such hazards in connection with the development and use of the Leased Lands subject to any Coastal Development Permit.
 - c. To unconditionally waive any claim or damage or liability against the State of California, its agencies, officers, agents, and employees for injury and/or damage from such hazards to Lessee, its agents, employees, contractors, permittees, invitees and guests.
 - d. To indemnify, hold harmless and, at the option of Lessor, defend the State of California, its agencies, officers, agents, and employees, against and for any and all liability, claims demands, damages, injuries, or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any alleged or actual injury, damage or claim due to site hazards or connected in any way with respect to the approval of any Coastal Development Permit involving the Leased Lands, except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.
13. A maximum amount of 75,000 cubic yards of contaminated sediment to be dredged from Colorado Lagoon

to remove contaminated sediment. Additionally, the Marine Stadium will be dredged to create an open water channel and habitat. Dredged material will be disposed of at State Landfill to be determined based on whether the soil is or is not contaminated.

14. The provisions of Section 4, Paragraphs 9 (Insurance) and 9 (Surety Bond) are not applicable.
15. The lease term shall become effective immediately upon acquisition of property by the Lessor at close of escrow pursuant to terms of Exchange Agreement AD 567.
16. Lessor and Lessee shall cooperate and expeditiously pursue the enactment of legislation authorizing the State to transfer to Lessee, in its Trust capacity, the property subject to this Lease, in trust as provided for in the City of Long Beach/California State Lands Commission/Queensway Bay Exchange Agreement.
17. This Lease shall terminate if the Lease Premises are legislatively granted to Lessee.

In the event of any conflict between the provisions of Section 2 and Section 4 of this Lease, the provisions of Section 2 shall prevail.

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Section 3 – PRC 8930

THOSE PORTIONS OF LOTS 193, 194, 215 AND 216 OF THE ALAMITOS TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGES 37 THROUGH 44 INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH LOTS 1 AND 2 OF THE WENRICH TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 9 PAGE 153 OF MAPS, IN SAID RECORDER'S OFFICE, AND THAT PORTION OF LOT 2 OF TRACT NO. 1779, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 22, PAGES 26 AND 27 OF MAPS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THOSE PORTIONS OF NIETO AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF SAID ALAMITOS TRACT, AND COLORADO STREET, 60 FEET WIDE, AS SHOWN ON MAP OF SAID TRACT NO. 1779, DESCRIBED AS FOLLOWS:

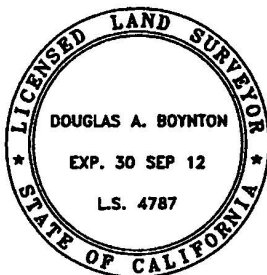
BEGINNING AT THE NORTHEASTERLY TERMINUS OF LOT 1 OF SAID WENRICH TRACT, SAID TERMINUS BEING THE SOUTHWESTERLY INTERSECTION OF THE WESTERLY LINE OF ORLENA AVENUE AND THE SOUTHERLY LINE OF VERMONT STREET; THENCE, WESTERLY ALONG SAID LOT 1 NORTH 89°53'12" WEST, 165.02 FEET TO A POINT ON SAID WESTERLY LINE; THENCE, AT RIGHT ANGLES ACROSS VERMONT STREET NORTH 00°06'48" EAST, 50.00 FEET TO THE SOUTHEASTERLY TERMINUS OF LOT 22 OF ADDITION TO THE PALM ISLAND, AS PER MAP RECORDED IN BOOK 6 PAGE 23 OF MAPS; THENCE, NORTH 89°53'12" WEST, 135.00 TO A POINT ON THE WESTERLY LINE OF A 10.00 FOOT WIDE ALLEY; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 275.00 FEET TO THE SOUTHERLY LINE OF FOURTH STREET; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89°53'12" WEST, 30.00 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE, NORTHERLY ACROSS FOURTH STREET NORTH 00°05'36" EAST 60.00, FEET TO THE NORTHWESTERLY INTERSECTION OF THE NORTHERLY LINE OF FOURTH STREET AND THE WESTERLY LINE OF MONROVIA AVENUE; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 601.15 FEET TO THE SOUTHWESTERLY INTERSECTION OF THE WESTERLY LINE OF MONROVIA AVENUE AND THE SOUTHERLY LINE OF SIXTH STREET; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89°54'24" WEST, 318.30 FEET TO A POINT; THENCE, LEAVING SAID SOUTHERLY LINE SOUTH 01°15'34" EAST, 256.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 450.00 FEET; THENCE, SOUTHERLY 105.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'03"; THENCE, TANGENT TO LAST MENTIONED CURVE SOUTH 14°39'37" EAST, 17.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 600.00 FEET; THENCE, SOUTHERLY 131.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°30'58" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 190.00 FEET TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 87°51'20" EAST; THENCE, SOUTHWESTERLY 123.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°09'02" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 75.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 54°59'38" EAST; THENCE, SOUTHWESTERLY 83.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°52'44", THENCE, TANGENT TO LAST MENTIONED CURVE NORTH 81°06'54" WEST 590.52 FEET; THENCE, NORTH 27°31'52" WEST, 69.12 FEET; THENCE, NORTH 90°00'00" WEST, 62.03 FEET; THENCE, NORTH 67°18'28" WEST, 102.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 86.75 FEET; THENCE, NORTHWESTERLY 101.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°49'19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 89°30'51" EAST; THENCE, NORTHWESTERLY 138.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°54'13" TO THE BEGINNING OF A TANGENT

COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 125.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS NORTH 36°36'38" EAST; THENCE, WESTERLY 236.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°37'40" TO A NON-TANGENT LINE; THENCE, NORTH 81°49'38" WEST 132.99 FEET TO A POINT ON THE EASTERLY LINE OF PARK AVENUE; THENCE, SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 00°06'48" WEST, 392.28 FEET TO A POINT ON THE SOUTHERLY LINE OF LAND DESCRIBED IN BOOK 1929 PAGE 47 OF DEEDS TO PERY COMPANY; THENCE, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 52°15'48" EAST, 917.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STREET; THENCE, EASTERLY ALONG SAID NORTHERLY LINE SOUTH 89°53'12" EAST, 833.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 135.00 FEET; THENCE, SOUTHEASTERLY 117.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°03'29"; THENCE, TANGENT TO LAST MENTIONED CURVE, SOUTH 39°49'43" EAST, 19.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 14.00 FEET; THENCE, EASTERLY 16.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°42'25" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 56.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS SOUTH 18°32'08" EAST; THENCE, NORTHEASTERLY 33.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°37'56" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 120.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS NORTH 53°10'04" WEST; THENCE, NORTHEASTERLY 111.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°16'52" TO A POINT ON THE NORTHERLY LINE OF COLORADO STREET; THENCE, EASTERLY ALONG SAID NORTHERLY LINE SOUTH 89°53'12" EAST, 108.04 FEET TO THE WESTERLY LINE OF ORLENA AVENUE; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 275.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,283,482 SQ.FT., 29.465 ACRES, MORE OR LESS.

Prepared by:


Douglas Boynton, PLS
March 30, 2011
(562) 426-6464



BEING A PORTION OF LOT 2, TRACT NO. 1779, BOOK 22, PAGES 26 AND 27 OF MAPS, A PORTION OF LOT 221A OF THE ALAMITOS TRACT, BOOK 36, PAGES 37 THROUGH 44, MISCELLANEOUS RECORDS, AND A PORTION OF ELIOT STREET AS DESCRIBED IN INSTRUMENT NO. 83-1170492, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF COLORADO STREET DEDICATED AS A PUBLIC STREET PER CITY OF LONG BEACH ORDINANCE NO. C-1138 DATED MAY 31, 1932 ON FILE WITH THE CITY CLERK OF THE CITY OF LONG BEACH.

COMMENCING AT A POINT 600.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT 216 OF SAID ALAMITOS TRACT, AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 216, AND 30 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET, 60 FEET WIDE, AND THE WESTERLY RIGHT-OF-WAY LINE OF ORLENA AVENUE, 60 FEET WIDE, AS THEY NOW EXIST, THENCE, WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET, NORTH 89°53'12" WEST, 72.46 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 36°32'52" EAST, 799.02 FEET; THENCE, SOUTH 80°47'20" WEST, 78.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 15°16'31" WEST; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°20'31", AN ARC LENGTH OF 22.07 FEET; THENCE, SOUTH 48°22'58" WEST, 39.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°48'42", AN ARC LENGTH OF 107.50 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE, SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 52°45'53", AN ARC LENGTH OF 78.28 FEET; THENCE, NON-TANGENT TO SAID COMPOUND CURVE, SOUTH 48°03'38" WEST, 9.00 FEET; THENCE, NORTH 42°11'09" WEST, 170.01 FEET; THENCE, NORTH 43°31'53" WEST, 402.78 FEET; THENCE, NORTH 51°52'58" WEST, 43.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 174.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°55'51", AN ARC LENGTH OF 221.48 FEET; THENCE, NORTH 21°02'53" EAST, 78.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 18.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°12'37", AN ARC LENGTH OF 19.23 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 107.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°59'14", AN ARC LENGTH OF 87.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 68.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'15", AN ARC LENGTH OF 23.17 FEET; THENCE, ALONG A NON-TANGENT LINE, NORTH 15°42'31" WEST, 59.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL

LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 24°38'39" WEST; THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°45'27", AN ARC LENGTH OF 51.85 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET; THENCE, TANGENT TO LAST MENTIONED CURVE, SOUTH 89°53'12" EAST, 35.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 255,780 SQ.FT., 5.872 ACRES MORE OR LESS.

END OF DESCRIPTION

Prepared by:


Douglas Boynton, PLS 4787
June 09, 2011
(562) 426-6464



SECTION 4

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements

and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, State, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, State, or local law, regulation or ordinance dealing with such wastes, substances, or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

(a) Reservations

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS, AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the

policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

- (7) Lessee's failure to comply with applicable provisions of federal, State or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, State or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. OUTCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

/ / / / / / / / / /

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO. 8930

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

LESSOR:

CITY OF LONG BEACH

STATE OF CALIFORNIA
STATE LANDS COMMISSIONBy: *Q. H. Vex*By: *7-1-11*Title: *City Manager*

Title: _____

Date: *7-1-11*

Date: _____

APPROVED AS TO FORM

7-1, 20*11*

ROBERT E. SHANNON, City Attorney

ACKNOWLEDGEMENT

3y *Charles Parkin*

PRINCIPAL DEPUTY CITY ATTORNEY

This Lease was authorized by the
California State Lands Commission on

June 23, 2011

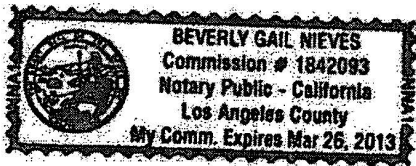
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 7/1/11 before me, Beverly Gail Nieves Notary Public
Date Here Insert Name and Title of the Officer.

personally appeared Patrick H. Webb
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly Gail Nieves

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Exhibits

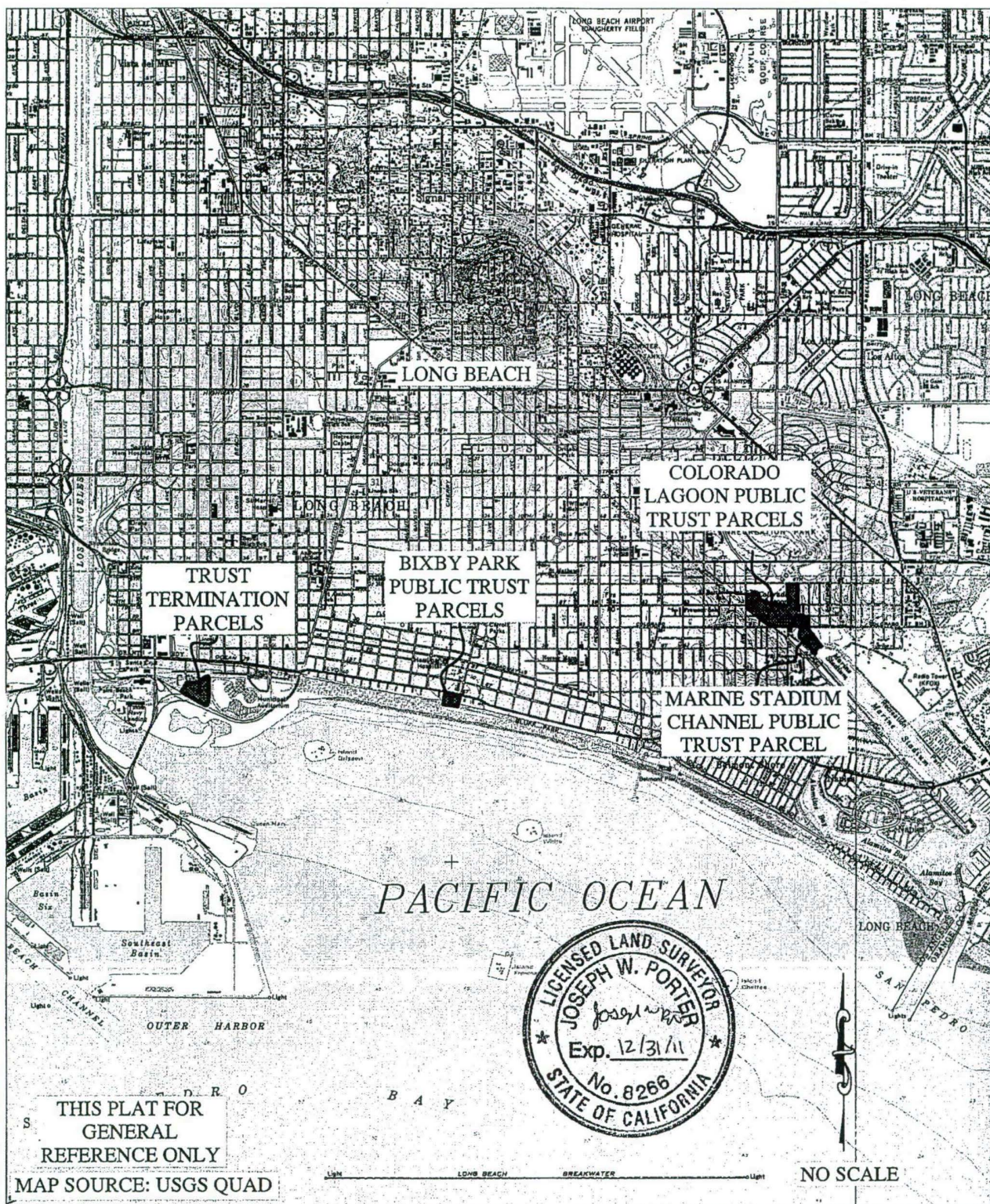


EXHIBIT A

Page 1 of 1

Date 06/08/11

W 26386
SUBJECT PROPERTY
QUEENSWAY BAY EXCHANGE AGREEMENT
LONG BEACH, LOS ANGELES COUNTY

CALIFORNIA STATE LANDS COMMISSION



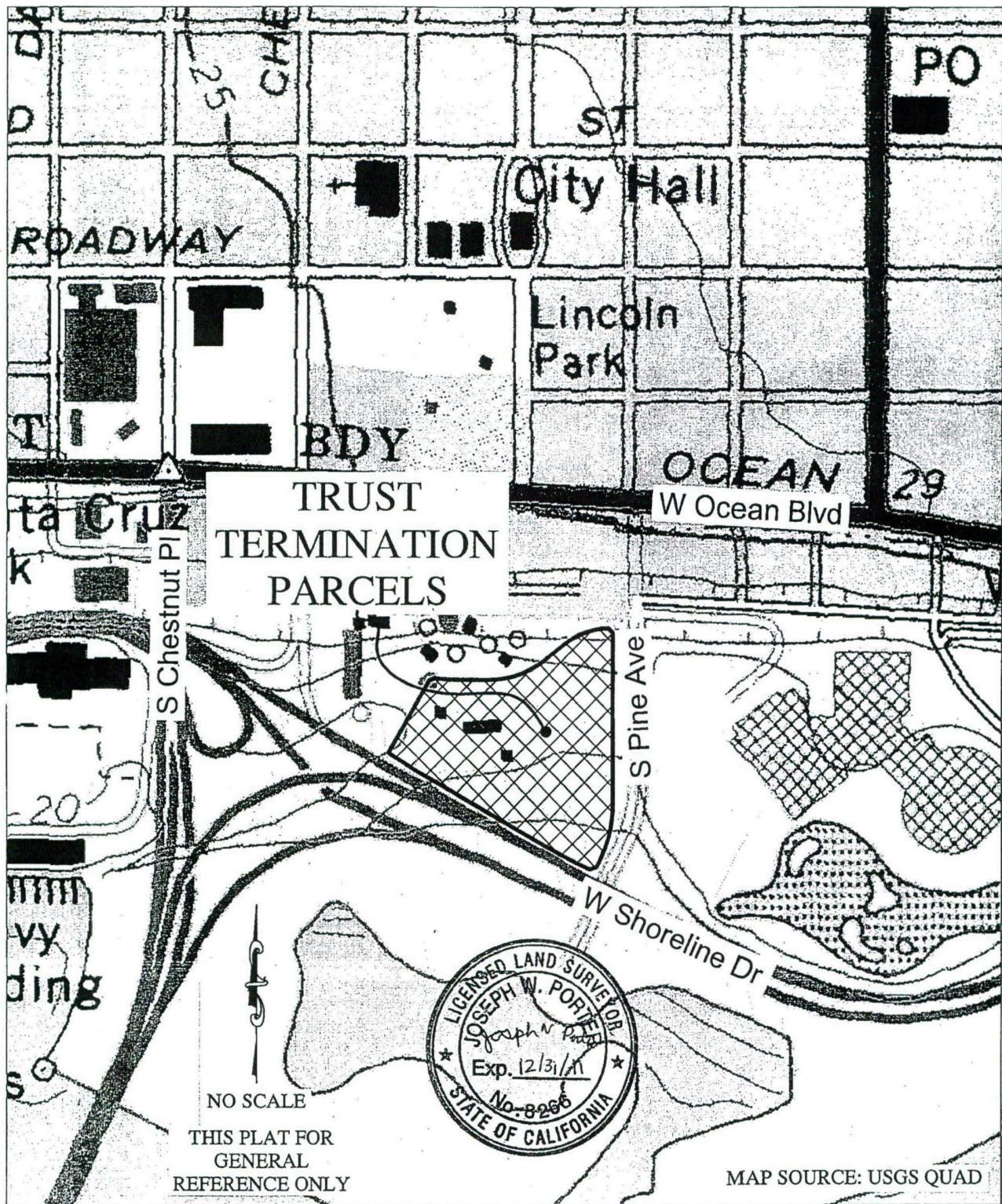


EXHIBIT B-1

Page 1 of 1

Date 06/08/11

W 26386
TRUST TERMINATION PARCELS
QUEENSWAY BAY EXCHANGE AGREEMENT
LONG BEACH, LOS ANGELES COUNTY

CALIFORNIA STATE
LANDS COMMISSION



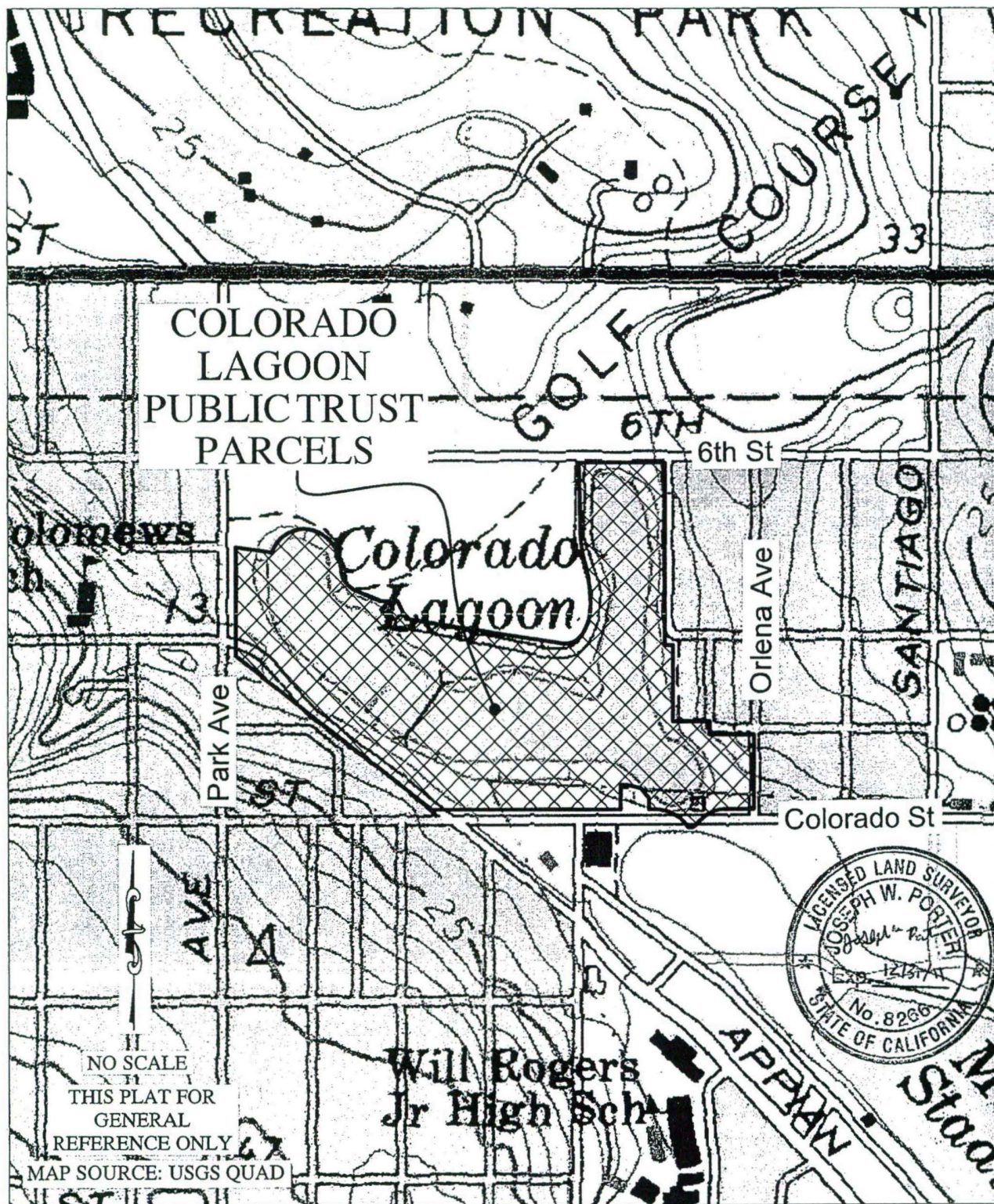


EXHIBIT B-2

Page 1 of 1

Date 06/08/11

W 26386
 COLORADO LAGOON PUBLIC TRUST PARCELS
 QUEENSWAY BAY EXCHANGE AGREEMENT
 LONG BEACH, LOS ANGELES COUNTY

CALIFORNIA STATE
 LANDS COMMISSION



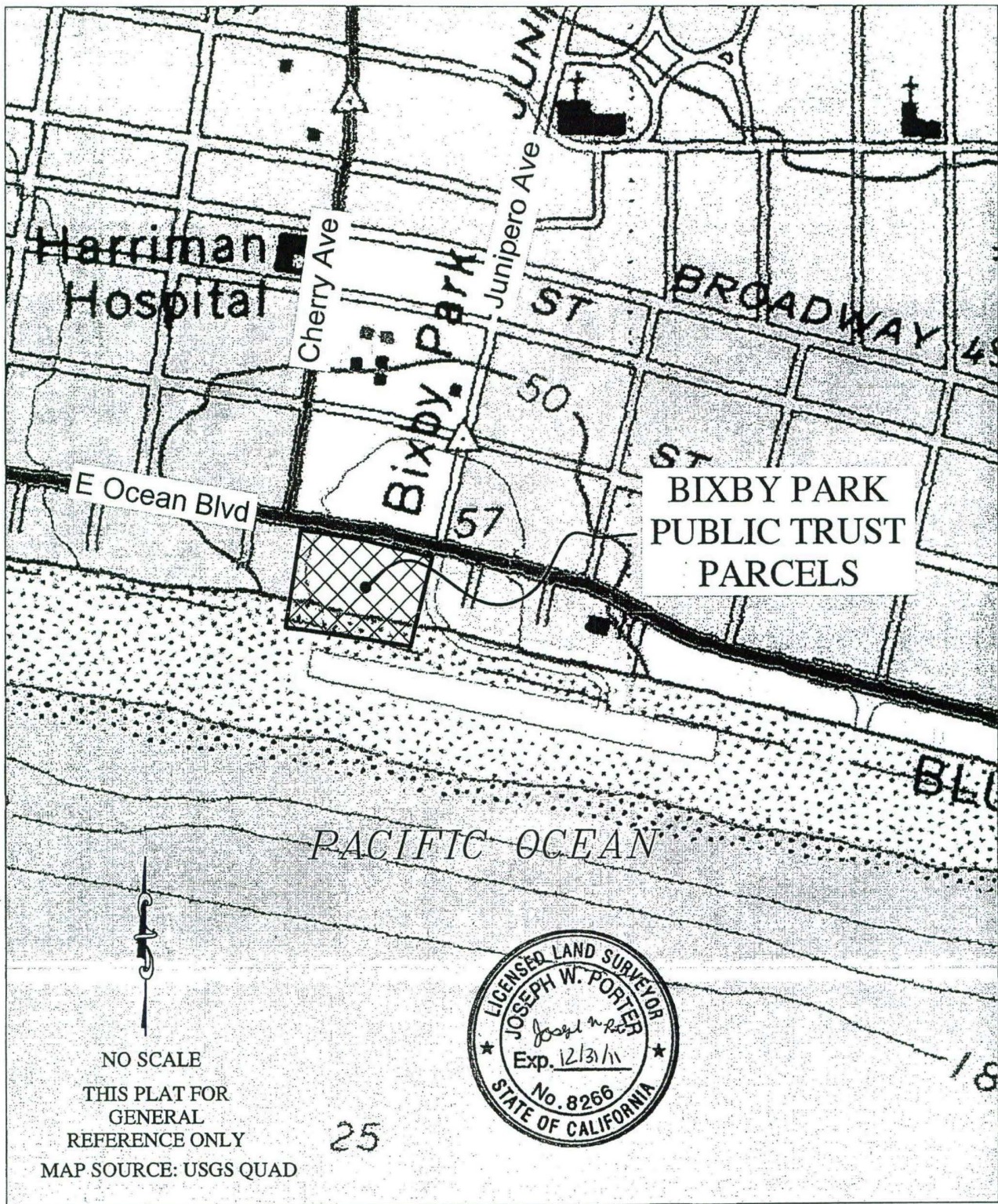


EXHIBIT B-3

Page 1 of 1

Date 06/08/11

W 26386
BIXBY PARK PUBLIC TRUST PARCELS
QUEENSWAY BAY EXCHANGE AGREEMENT
LONG BEACH, LOS ANGELES COUNTY

CALIFORNIA STATE
LANDS COMMISSION



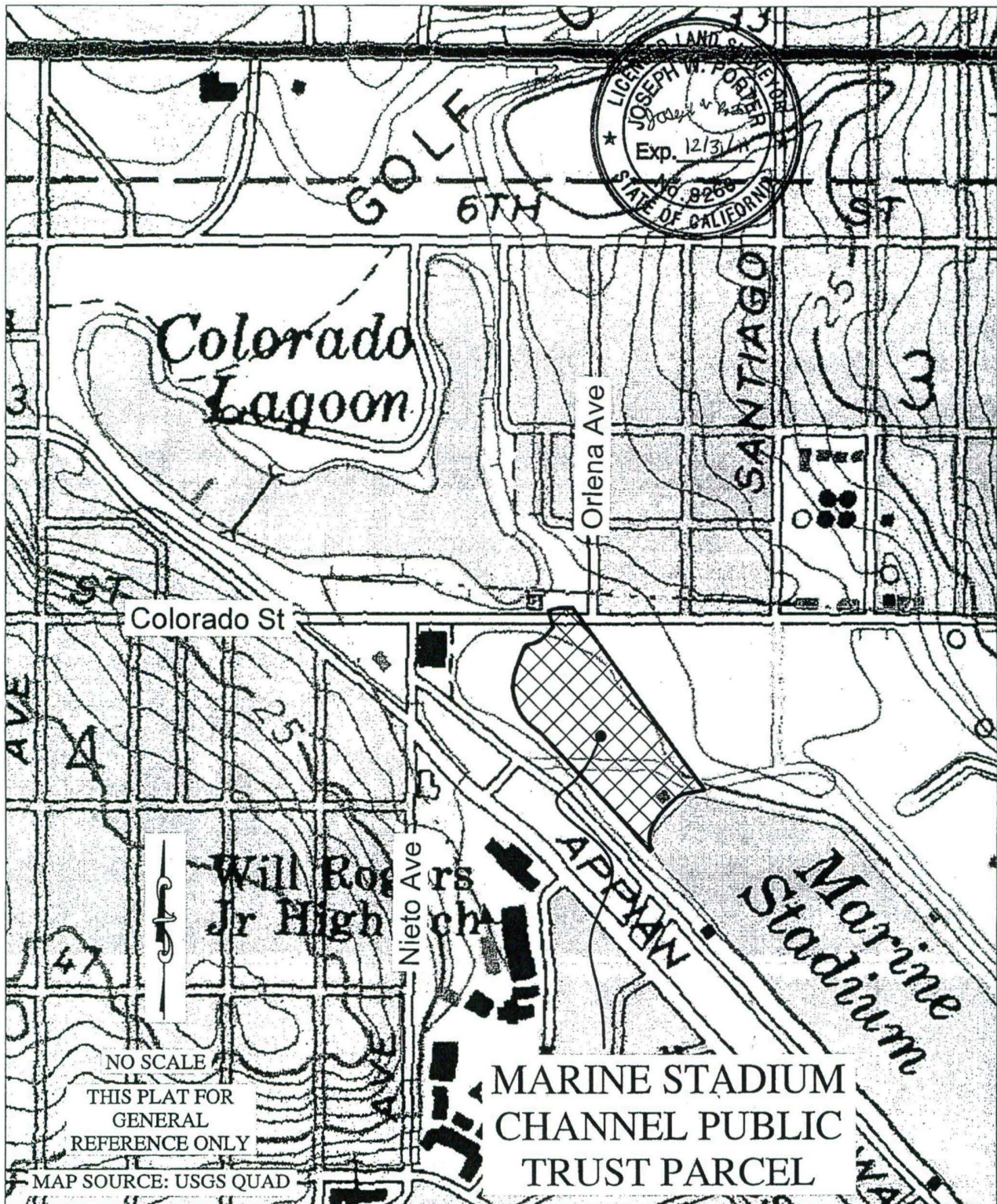


EXHIBIT B-4

Page 1 of 1

Date 06/08/11

W 26386
MARINE STADIUM CHANNEL
PUBLIC TRUST PARCEL
QUEENSWAY BAY EXCHANGE AGREEMENT
LONG BEACH, LOS ANGELES COUNTY

CALIFORNIA STATE
LANDS COMMISSION



**EXHIBIT C
LAND DESCRIPTION**

W 26386

TRUST TERMINATION PARCELS

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, LYING IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND ALSO BEING ALL OF PARCEL 5 AND THAT PARCEL SHOWN AS "NOT A PART", OF AMENDING MAP OF PARCEL MAP NO. 25804, AS SHOWN ON MAPS FILED IN BOOK 308, PAGES 68 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF PINE AVENUE (SOUTH) AND THE HORIZONTAL CONTROL LINE FOR SHORELINE DRIVE WESTBOUND IN THE CITY OF LONG BEACH, SAID INTERSECTION HAVING THE COORDINATES NORTH 4,026,194.76, EAST 4,229,710.80, ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM, NAD 27, AS SHOWN ON DRAWING NO. H207, SHEET 32, ON FILE IN THE OFFICE OF THE CITY ENGINEER OF LONG BEACH; THENCE NORTHWESTERLY ALONG SAID HORIZONTAL CONTROL LINE NORTH 64° 18' 31" WEST 72.00 FEET; THENCE, AT A RIGHT ANGLE TO SAID CONTROL LINE NORTH 25°41'29" EAST, 73.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT HAVING COORDINATES NORTH 4,026,291.76, EAST 4,229,677.57 OF SAID COORDINATE SYSTEM; THENCE, NORTH 64°18'31" WEST, 49.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1927.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 25°41'29" WEST; THENCE, NORTHWESTERLY 126.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°45'31" TO A TANGENT LINE; THENCE, NORTH 60°33'00" WEST, 560.67 FEET; THENCE, NORTH 57°06'59" WEST, 126.65 FEET; THENCE, NORTH 29°37'38" EAST, 306.75 FEET; THENCE, NORTH 64°49'46" EAST, 21.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 320.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 10°12'33" WEST; THENCE, EASTERLY 53.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°29'54" TO A TANGENT LINE; THENCE, SOUTH 89°17'21" EAST, 145.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 00°42'39" WEST; THENCE, NORTHEASTERLY 229.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°40'07" TO A TANGENT LINE; THENCE, NORTH 52°02'32" EAST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 260.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 37°57'28" WEST; THENCE, NORTHEASTERLY AND EASTERLY 171.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°52'11" TO THE BEGINNING OF A TANGENT LINE; THENCE, NORTH 89°54'43" EAST, 0.99 FEET; THENCE, SOUTH 45°05'29" EAST, 24.05 FEET; THENCE, SOUTH 00°05'17" EAST, 626.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF

438.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 89°54'43" EAST; THENCE, SOUTHERLY 197.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°46'46" TO A TANGENT LINE; THENCE, SOUTH 25°41'29" WEST, 42.74 FEET; THENCE, SOUTH 70°41'29" WEST 28.30 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 445,901 SQ.FT., 10.236 ACRES, MORE OR LESS.

END OF DESCRIPTION

Prepared by:


Douglas Boynton, PLS
March 30, 2011
(562) 426-6464

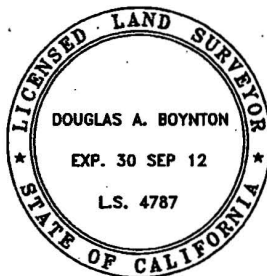
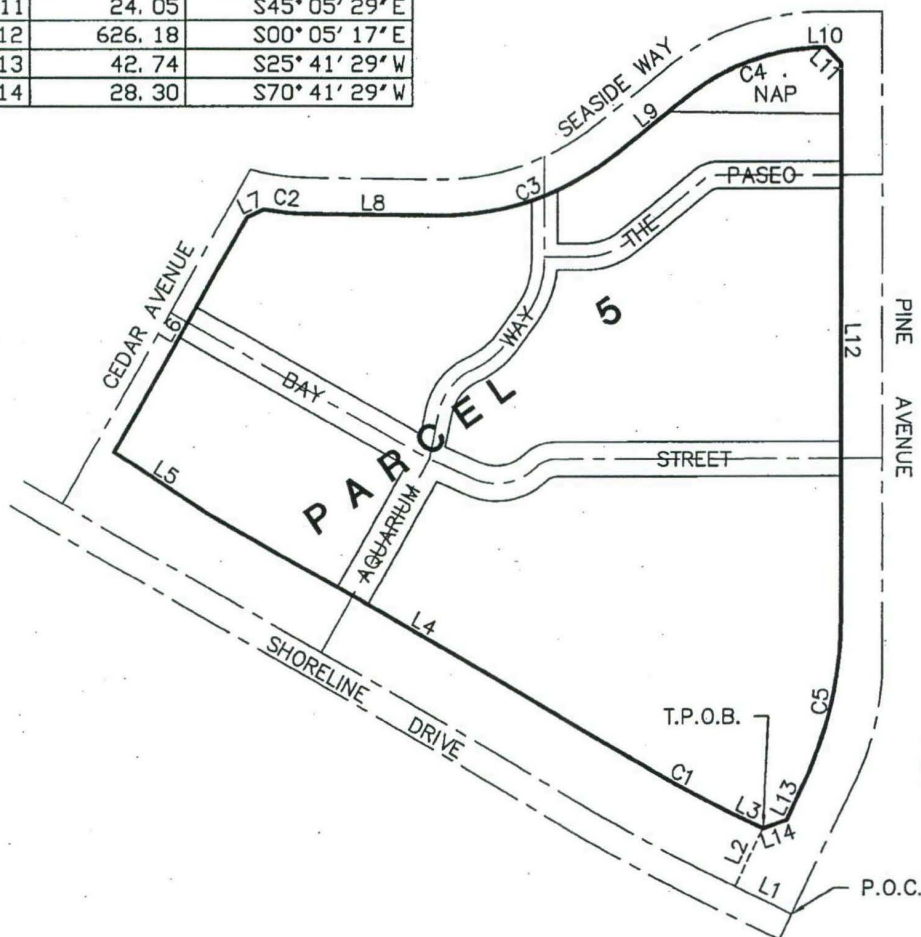


EXHIBIT C TRUST TERMINATION PARCELS

THIS PLAT IS FOR GENERAL REFERENCE ONLY
SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	72.00	N64° 18' 31" W
L2	73.00	N25° 41' 29" E
L3	49.56	N64° 18' 31" W
L4	560.67	N60° 33' 00" W
L5	126.65	N57° 06' 59" W
L6	306.75	N29° 37' 38" E
L7	21.12	N64° 49' 46" E
L8	145.62	S89° 17' 21" E
L9	100.00	N52° 02' 32" E
L10	0.99	N89° 54' 43" E
L11	24.05	S45° 05' 29" E
L12	626.18	S00° 05' 17" E
L13	42.74	S25° 41' 29" W
L14	28.30	S70° 41' 29" W

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3° 45' 31"	1927.00	126.41
C2	9° 29' 54"	320.00	53.05
C3	38° 40' 07"	340.00	229.46
C4	37° 52' 12"	260.00	171.85
C5	25° 46' 46"	438.00	197.07



NORTH
SCALE 1" = 200'

**EXHIBIT D-1
LAND DESCRIPTION**

W 26386

BIXBY PARK PUBLIC TRUST PARCELS

THAT PORTION OF LOT 3 AND ALL OF LOT 4 OF BLOCK 17, AND LOTS 1 TO 4 INCLUSIVE OF BLOCK 18, AND ALL OF LOT 1 AND A PORTION OF LOT 2 OF BLOCK 19, TOGETHER WITH ALL OF SIXTEENTH PLACE (55 FEET WIDE), AS VACATED BY DOCUMENT RECORDED AUGUST 5, 1955 AS INSTRUMENT NO. 2967, OFFICIAL RECORDS, AND SEVENTEENTH PLACE (55 FEET WIDE), AS VACATED BY RESOLUTION NO. C-7485, ALL AS SHOWN ON THE MAP OF THE EASTERN HALF OF ALAMITOS BEACH TOWNSITE, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO A PORTION OF THAT PARCEL OF LAND ADJOINING ON THE SOUTH EXTENDING TO THE COMPROMISE TIDELAND BOUNDARY SHOWN ON THE SURVEY OF THE COMPROMISE TIDELAND BOUNDARY RECORDED MARCH 11, 1968, DOCUMENT 1498, IN BOOK M2796, PAGES 449-586, OFFICIAL RECORDS OF SAID COUNTY, ALL DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF OCEAN BOULEVARD, 100 FEET WIDE, AS SHOWN ON THE MAP OF SAID EASTERN HALF OF ALAMITOS BEACH TOWNSITE, SAID POINT BEING 14 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 3 OF SAID BLOCK 17; THENCE, SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, SOUTH 80°44'56" EAST, 234.00 FEET (SHOWN AS SOUTH 81°06'00" EAST ON SAID MAP OF THE EASTERN HALF OF ALAMITOS BEACH TOWNSITE); THENCE, SOUTH 76°07'03" EAST, 247.50 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, SOUTH 13°52'57" WEST, 322.50 FEET TO A POINT ON SAID COMPROMISE TIDELAND BOUNDARY; THENCE, WESTERLY ALONG SAID BOUNDARY, NORTH 80°50'20" WEST, 139.43 FEET; THENCE, NORTH 81°45'50" WEST, 245.18 FEET; THENCE, NORTH 82°08'49" WEST, 70.10 FEET TO A POINT OF INTERSECTION WITH SAID COMPROMISE TIDELAND BOUNDARY AND A LINE PARALLEL WITH AND 14.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 3 OF SAID BLOCK 17; THENCE, NORTHERLY ALONG SAID PARALLEL LINE, NORTH 09°15'04" EAST, 347.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 158,456 SQUARE FEET, 3.638 ACRES, MORE OR LESS.

END OF DESCRIPTION

Prepared by:


Douglas Boynton, PLS
March 29, 2011
(562) 426-6464

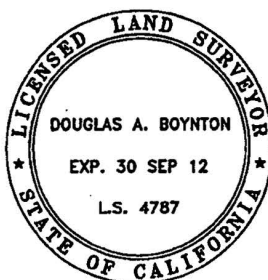
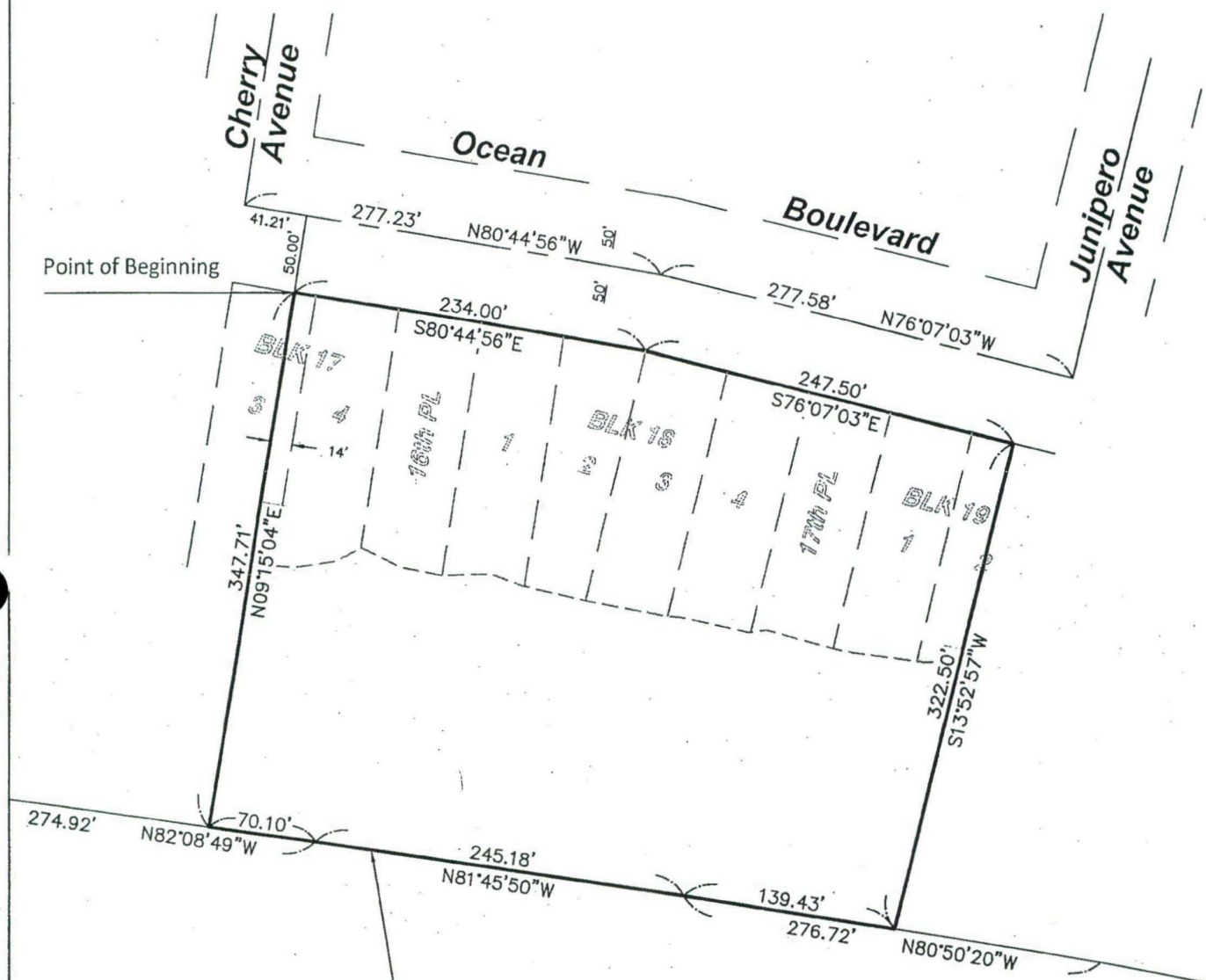


EXHIBIT D-1
BIXBY PARK PUBLIC TRUST PARCELS
THIS PLAT IS FOR GENERAL REFERENCE ONLY
SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION



COMPROMISE TIDELAND BOUNDARY
Recorded Mar 11, 1968, Doc 1498
BK M2796, Pgs 449-586



Scale 1" = 100'

**EXHIBIT D-2
LAND DESCRIPTION**

W 26386

COLORADO LAGOON PUBLIC TRUST PARCELS

THOSE PORTIONS OF LOTS 193, 194, 215 AND 216 OF THE ALAMITOS TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGES 37 THROUGH 44 INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH LOTS 1 AND 2 OF THE WENRICH TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 9 PAGE 153 OF MAPS, IN SAID RECORDER'S OFFICE, AND THAT PORTION OF LOT 2 OF TRACT NO. 1779, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 22, PAGES 26 AND 27 OF MAPS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THOSE PORTIONS OF NIETO AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF SAID ALAMITOS TRACT, AND COLORADO STREET, DEDICATED AS A PUBLIC STREET PER CITY OF LONG BEACH ORDINANCE NO. C-1138 DATED MAY 31, 1932, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF LOT 1 OF SAID WENRICH TRACT, SAID TERMINUS BEING THE SOUTHWESTERLY INTERSECTION OF THE WESTERLY LINE OF ORLENA AVENUE AND THE SOUTHERLY LINE OF VERMONT STREET; THENCE, WESTERLY ALONG SAID LOT 1 NORTH 89°53'12" WEST, 165.02 FEET TO A POINT ON SAID SOUTHERLY LINE OF VERMONT STREET; THENCE, AT RIGHT ANGLES ACROSS VERMONT STREET NORTH 00°06'48" EAST, 50.00 FEET TO THE SOUTHEASTERLY TERMINUS OF LOT 22 OF ADDITION TO THE PALM ISLAND, AS PER MAP RECORDED IN BOOK 6 PAGE 23 OF MAPS; THENCE, NORTH 89°53'12" WEST, 135.00 TO A POINT ON THE WESTERLY LINE OF A 10.00 FOOT WIDE ALLEY; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 275.00 FEET TO THE SOUTHERLY LINE OF FOURTH STREET; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89°53'12" WEST, 30.00 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE, NORTHERLY ACROSS FOURTH STREET NORTH 00°05'36" EAST 60.00, FEET TO THE NORTHWESTERLY INTERSECTION OF THE NORTHERLY LINE OF FOURTH STREET AND THE WESTERLY LINE OF MONROVIA AVENUE; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 601.15 FEET TO THE SOUTHWESTERLY INTERSECTION OF THE WESTERLY LINE OF MONROVIA AVENUE AND THE SOUTHERLY LINE OF SIXTH STREET; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89°54'24" WEST, 318.30 FEET TO A POINT; THENCE, LEAVING SAID SOUTHERLY LINE SOUTH 01°15'34" EAST, 256.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 450.00 FEET; THENCE, SOUTHERLY 105.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'03"; THENCE, TANGENT TO LAST MENTIONED CURVE SOUTH 14°39'37" EAST, 17.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 600.00 FEET; THENCE, SOUTHERLY 131.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°30'58" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 190.00 FEET TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 87°51'20" EAST; THENCE, SOUTHWESTERLY 123.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°09'02" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 75.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS SOUTH 54°59'38" EAST; THENCE, SOUTHWESTERLY 83.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°52'44", THENCE, TANGENT TO LAST MENTIONED CURVE NORTH 81°06'54" WEST 590.52 FEET; THENCE, NORTH 27°31'52" WEST, 69.12 FEET; THENCE, NORTH 90°00'00" WEST, 62.03 FEET; THENCE, NORTH 67°18'28" WEST, 102.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 86.75 FEET; THENCE, NORTHWESTERLY 101.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°49'19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET AND TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 89°30'51" EAST; THENCE, NORTHWESTERLY 138.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°54'13" TO THE BEGINNING OF A TANGENT

COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 125.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS NORTH 36°36'38" EAST; THENCE, WESTERLY 236.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°37'40" TO A NON-TANGENT LINE; THENCE, NORTH 81°49'38" WEST 132.99 FEET TO A POINT ON THE EASTERLY LINE OF PARK AVENUE; THENCE, SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 00°06'48" WEST, 392.28 FEET TO A POINT ON THE SOUTHERLY LINE OF LAND DESCRIBED IN BOOK 1929 PAGE 47 OF DEEDS TO PERY COMPANY; THENCE, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 52°15'48" EAST, 917.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STREET; THENCE, EASTERLY ALONG SAID NORTHERLY LINE SOUTH 89°53'12" EAST, 703.66; THENCE, LEAVING SAID NORTHERLY LINE, NORTH 00°06'48" EAST, 90.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 00°36'56" WEST; THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°45'08", AN ARC LENGTH OF 75.93 FEET; THENCE, SOUTHEASTERLY ALONG A NON-TANGENT COURSE, SOUTH 40°35'44" EAST, 47.79 FEET; THENCE, SOUTH 00°06'48" WEST, 40.68 FEET TO A POINT ON THE NORTHERLY LINE OF SAID COLORADO STREET; THENCE, EASTERLY ALONG SAID NORTHERLY LINE, SOUTH 89°53'12" EAST, 24.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 135.00 FEET; THENCE, SOUTHEASTERLY 117.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°03'29"; THENCE, TANGENT TO LAST MENTIONED CURVE, SOUTH 39°49'43" EAST, 19.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 14.00 FEET; THENCE, EASTERLY 16.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°42'25" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 56.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS SOUTH 18°32'08" EAST; THENCE, NORTHEASTERLY 33.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°37'56" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 120.00 FEET AND TO WHICH THE BEGINNING OF CURVE A RADIAL BEARS NORTH 53°10'04" WEST; THENCE, NORTHEASTERLY 111.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°16'52" TO A POINT ON THE NORTHERLY LINE OF COLORADO STREET; THENCE, EASTERLY ALONG SAID NORTHERLY LINE SOUTH 89°53'12" EAST, 108.04 FEET TO THE WESTERLY LINE OF ORLENA AVENUE; THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 00°05'36" EAST, 275.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,275,261 SQ.FT., 29.276 ACRES, MORE OR LESS.

END OF DESCRIPTION

Prepared by:


Douglas Boynton, PLS
March 30, 2011
(562) 426-6464

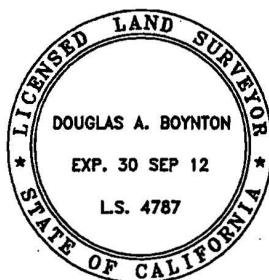
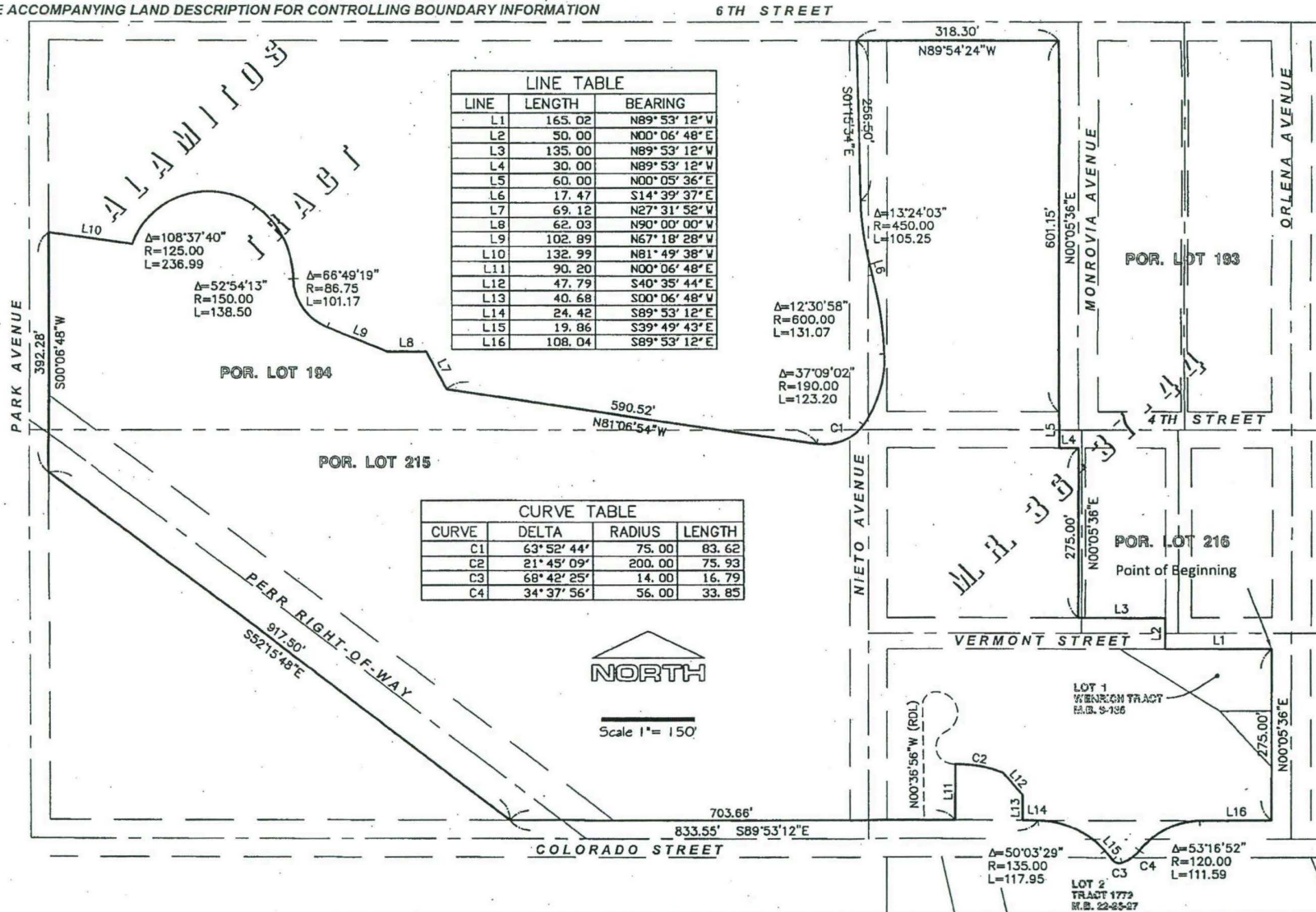


EXHIBIT D-2
 COLORADO LAAGOON PUBLIC TRUST PARCELS
 THIS PLAT IS FOR GENERAL REFERENCE ONLY
 SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION



**EXHIBIT D-3
LAND DESCRIPTION**

W 26386

MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL

BEING A PORTION OF LOT 2, TRACT NO. 1779, BOOK 22, PAGES 26 AND 27 OF MAPS, A PORTION OF LOT 221A OF THE ALAMITOS TRACT, BOOK 36, PAGES 37 THROUGH 44, MISCELLANEOUS RECORDS, AND A PORTION OF ELIOT STREET AS DESCRIBED IN INSTRUMENT NO. 83-1170492, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF COLORADO STREET DEDICATED AS A PUBLIC STREET PER CITY OF LONG BEACH ORDINANCE NO. C-1138 DATED MAY 31, 1932 ON FILE WITH THE CITY CLERK OF THE CITY OF LONG BEACH.

COMMENCING AT A POINT 600.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT 216 OF SAID ALAMITOS TRACT, AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 216, AND 30 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET, 60 FEET WIDE, AND THE WESTERLY RIGHT-OF-WAY LINE OF ORLENA AVENUE, 60 FEET WIDE, AS THEY NOW EXIST, THENCE, WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET, NORTH 89°53'12" WEST, 72.46 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 36°32'52" EAST, 799.02 FEET; THENCE, SOUTH 80°47'20" WEST, 78.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 15°16'31" WEST; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°20'31", AN ARC LENGTH OF 22.07 FEET; THENCE, SOUTH 48°22'58" WEST, 39.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°48'42", AN ARC LENGTH OF 107.50 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE, SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 52°45'53", AN ARC LENGTH OF 78.28 FEET; THENCE, NON-TANGENT TO SAID COMPOUND CURVE, SOUTH 48°03'38" WEST, 9.00 FEET; THENCE, NORTH 42°11'09" WEST, 170.01 FEET; THENCE, NORTH 43°31'53" WEST, 402.78 FEET; THENCE, NORTH 51°52'58" WEST, 43.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 174.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°55'51", AN ARC LENGTH OF 221.48 FEET; THENCE, NORTH 21°02'53" EAST, 78.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 18.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°12'37", AN ARC LENGTH OF 19.23 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 107.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°59'14", AN ARC LENGTH OF 87.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 68.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'15", AN ARC LENGTH OF 23.17 FEET; THENCE, ALONG A NON-TANGENT LINE, NORTH 15°42'31" WEST, 59.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL

LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 24°38'39" WEST; THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°45'27", AN ARC LENGTH OF 51.85 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STREET; THENCE, TANGENT TO LAST MENTIONED CURVE, SOUTH 89°53'12" EAST, 35.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 255,780 SQ.FT., 5.872 ACRES MORE OR LESS.

END OF DESCRIPTION

Prepared by:


Douglas Boynton, PLS 4787
June 09, 2011
(562) 426-6464

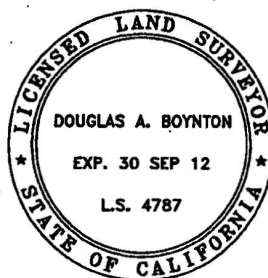


EXHIBIT D-3 MARINE STADIUM CHANNEL PUBLIC TRUST PARCEL

THIS PLAT IS FOR GENERAL REFERENCE ONLY
SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION

SW COR LOT 216
ALAMITOS TR MR 36-37-44

T.P.O.B.
P.O.C.

ORLENA
AVENUE

COLORADO STREET

30' 30' 600.00' 30.00'

C8 L8 L1 C7 C6 C5 C4 L6 L5

N24°38'39"W (RDL)

799.02'

LINE TABLE		
LINE	LENGTH	BEARING
L1	72.46	N89°53'12"W
L2	78.80	S80°47'20"W
L3	39.69	S48°22'58"W
L4	9.00	S48°03'38"W
L5	43.67	N51°52'58"W
L6	78.88	N21°02'53"E
L7	59.67	N15°42'31"W
L8	35.58	S89°53'12"E

LOT 221A

ALAMITOS TRACT

M.B. 36-37-44

GROSS PROPERTY
BOUNDARY

LOT 2

TRACT NO. 1779

M.B. 22-26-27

ELIOT STREET

402.78'

N43°31'53"W

S36°32'52"E

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	26°20'31"	48.00	22.07
C2	22°48'42"	270.00	107.50
C3	52°45'53"	85.00	78.28
C4	72°55'51"	174.00	221.48
C5	61°12'37"	18.00	19.23
C6	46°59'14"	107.00	87.75
C7	19°31'15"	68.00	23.17
C8	24°45'27"	120.00	51.85

170.01'
N42°11'09"W

N15°16'31"W (RDL)

NORTH

Scale 1" = 100'