

AGREEMENT TO NEGOTIATE EXCLUSIVELY

(5870 Atlantic Avenue, 5895 Lime Avenue, and 5885 Lime Avenue)

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY ("Agreement") is entered as of September 1, 2023 ("Effective Date"), between the CITY OF LONG BEACH, a municipal corporation ("CITY") and LONG BEACH COMMUNITY COLLEGE DISTRICT, a public educational agency of the State of California ("DISTRICT").

1. NEGOTIATIONS. CITY and DISTRICT agree (for the period stated below) to negotiate in good faith pursuant to the terms of this Agreement to prepare a Purchase and Sale Agreement and related documents (collectively, the "Purchase Documents") to be entered into between CITY and DISTRICT with regard to the potential purchase by DISTRICT of certain real property owned by CITY commonly known as 5870 Atlantic Avenue (Portion) and 5885 & 5895 Lime Avenue, and more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property"). CITY agrees (for the period stated below) not to negotiate with, directly or indirectly, through any officer, employee, agent or otherwise, any other person or entity regarding the Property without the consent of DISTRICT and not to solicit, initiate or encourage bids, offers or proposals directly or indirectly, through any officer, employee, agent, or otherwise, by any other person or entity for the purchase or other disposition of the Property. Nothing in this Agreement shall be deemed a covenant, promise or commitment by CITY, or any agency of CITY, to transfer the Property to DISTRICT. CITY'S acceptance of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by CITY as to any actions required of it.

2. NEGOTIATION PERIOD. CITY and DISTRICT agree to negotiate for two hundred forty (240) days after the Effective Date in order to enter into the Purchase Documents. If, upon the expiration of such period of time, CITY and DISTRICT have not each approved and executed the Purchase Documents, then this Agreement shall automatically terminate and DISTRICT shall have no further rights or obligations regarding

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 the subject matter of this Agreement or the Property, and CITY shall be free to negotiate
2 with any other person or entities with regard to the Property; provided, however, that CITY
3 and DISTRICT may mutually agree in writing to further extend the exclusive negotiation
4 period for up to two (2) terms of ninety (90) days each.

5 3. OBLIGATIONS OF DEVELOPER.

6 A. Evidence of Financing. DISTRICT shall, during the negotiation
7 of the Purchase Documents, develop a plan of additional financing and equity to
8 provide CITY with reasonably satisfactory evidence that the development of the
9 Property is feasible.

10 B. Development Plan. During the exclusive negotiating period,
11 DISTRICT shall formulate a development plan for the Property ("Plan"), and shall
12 submit the same to CITY for approval. The Plan shall include tabulation of the
13 number of residential units proposed, the square footage of each unit proposed, and
14 a tabulation of the parking spaces proposed, and shall otherwise be in format
15 reasonably acceptable to CITY. DISTRICT shall also furnish such information to
16 CITY regarding the proposed project as may be required to perform an
17 environmental review pursuant to the California Environmental Quality Act (CEQA).

18 4. OBLIGATIONS OF CITY.

19 A. CITY Assistance and Cooperation. CITY shall cooperate fully
20 in providing DISTRICT with appropriate information and assistance.

21 B. City Public Hearing. If the negotiations culminate in Purchase
22 Documents, signed by DISTRICT, such Purchase Documents shall become
23 effective only after and if the Purchase Documents have been considered and
24 approved by CITY.

25 5. ASSIGNMENT. DISTRICT shall have no right to assign its interests
26 in this Agreement without the CITY's consent, which may be withheld in its sole and
27 absolute discretion.

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6. DEVELOPER'S STUDIES; RIGHT OF ENTRY.

A. During the term of this Agreement, DISTRICT will use its best efforts to prepare, at DISTRICT expense, any studies, surveys, plans, specifications and reports ("Developer's Studies") that DISTRICT deems necessary or desirable in DISTRICT's sole discretion, to complete its due diligence for the Property. Developer's Studies may include, without limitation, title investigation, relocation analyses if applicable, marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses and design studies. DISTRICT will have rights of access to the Property to prepare the Developer's Studies.

B. DISTRICT hereby agrees to notify the City twenty-four (24) hours in advance of its intention to enter the Property.

C. DISTRICT must keep the Property in a safe condition during its entry. DISTRICT shall repair, restore and return the Property to its condition immediately preceding DISTRICT's entry thereon at DISTRICT's sole expense.

D. DISTRICT shall hold CITY harmless and indemnify CITY against any and all claims, causes of action, damages and losses brought against or suffered by CITY resulting from DISTRICT's entry onto the Property.

7. CITY'S Reports and Studies. Within thirty (30) days following the Effective Date, CITY will make available to DISTRICT for review or copying at DISTRICT's expense all non-privileged studies, surveys, plans, specifications, reports, and other documents with respect to the Property that CITY has in its possession or control, which have not already been provided. Studies or documents prepared by CITY and its agents solely for the purpose of negotiating the terms of the Purchase Documents are not required to be provided by CITY to DISTRICT and are excluded from this requirement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LONG BEACH COMMUNITY COLLEGE DISTRICT, a public educational agency of the State of California

8-23, 2023

By *Robert Rapoza*
Robert Rapoza
Director, Business Support Services

Approved as to form:

Mireille Hernandez
Mireille Hernandez
Deputy Director, Purchasing & Contracts

CITY OF LONG BEACH, a municipal corporation

8-15, 2023

By *Linda F. Jakus*
Thomas B. Modica
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Agreement to Negotiate Exclusively is approved as to form on

August 14, 2023.

DAWN MCINTOSH, City Attorney

By *[Signature]*
Deputy

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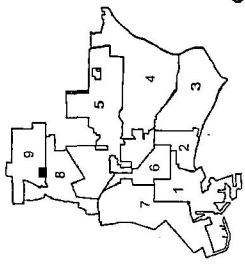
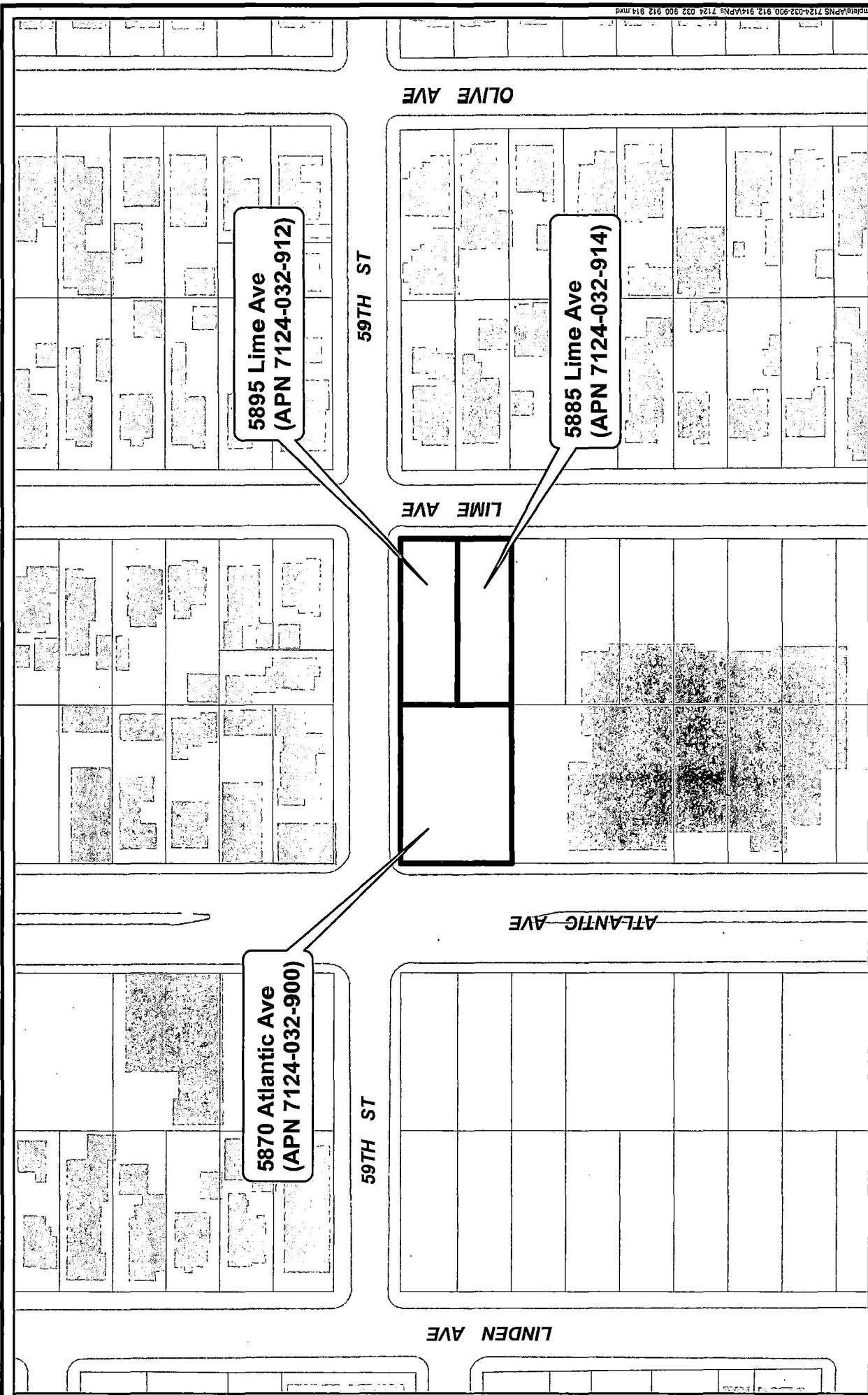


Exhibit A



Subject Properties:
 5870 Atlantic Ave (APN 7124-032-900),
 5895 Lime Ave (APN 7124-032-912), &
 5885 Lime Ave (APN 7124-032-914)
 Council District : 9

