

IMPROVEMENT AND PARKING AGREEMENT

30461

This Improvement and Parking Agreement ("Agreement") is made and entered into as of December 3, 2007, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 19, 2007, by and among the CITY OF LONG BEACH, a municipal corporation ("City"), THE RANCHO LOS CERRITOS FOUNDATION, INC., a California corporation ("Foundation"), and THE VIRGINIA COUNTRY CLUB OF LONG BEACH, CALIFORNIA, a California non-profit mutual benefit corporation ("VCC", and together with City and Foundation, the "Parties", or individually, a "Party").

RECITALS

WHEREAS, the Parties propose to make roadway improvements, construct an entryway sign arbor and provide for additional parking (collectively, the "Improvements") along a certain portion of Virginia Road bounded on both sides by the Virginia Country Club, as more particularly depicted on that certain drawing prepared by LMA Consulting Group, entitled "Virginia Road Restoration", dated March 20, 2007, and kept on file with the City Engineer (the "Project Drawing");

WHEREAS, the Improvements will blend with the proposed new entryway at Rancho Los Cerritos (the "Rancho"), providing a unified landscape and helping to maintain the rural feeling of Virginia Road;

WHEREAS, City requires additional parking spaces for its employees and volunteers who work at or volunteer their services at the Rancho and VCC is willing to provide such spaces (the "Parking License") in a parking lot currently existing on VCC property;

WHEREAS, the Improvements and the Parking License will benefit City and the general public visiting the Rancho, Foundation and VCC; and

WHEREAS, the Improvements will increase visibility, augment security, provide for off-street parking and enhance aesthetics for the Rancho and the Virginia Country Club

(the "Country Club").

AGREEMENT

NOW THEREFORE, in consideration of the mutual obligations of the Parties to each other, the Parties agree as follows:

1. Road Resurfacing.

A. City shall, at its own cost and expense, rebuild the roadbed and resurface those portions of existing Virginia Road ("Road Resurfacing") depicted on the Project Drawing. City shall begin the Road Resurfacing on a date mutually agreeable to all of the Parties shortly after this Agreement is fully-executed.

B. City shall not be obligated to spend any more than \$600,000 in connection with its Road Resurfacing obligations.

C. City shall, at its own cost and expense, be responsible for the repair and maintenance of the Road Resurfacing in a reasonable manner, which at a minimum shall be to the same extent as City is responsible for the repair and maintenance of any public street located within the City limits.

2. Entryway Arbor.

A. Foundation shall, at its own cost and expense (but with the assistance of VCC as provided in Section 6), construct an entryway sign arbor, which may include a trellis ("Entryway Arbor Construction"), at the location depicted on the Project Drawing. The entryway sign arbor shall be constructed in accordance with working drawings (the "Plans") prepared by VCC, which Plans shall be subject to the reasonable approval of Foundation and City. Initial conceptual drawings have already been delivered to and approved by City and Foundation. Foundation and VCC shall begin the Entryway Arbor Construction within two hundred seventy (270) days after execution of this Agreement by all Parties, and shall thereafter pursue completion of the Entryway Arbor Construction with reasonable diligence. VCC shall provide and be compensated for construction management services, shall provide monthly reports to Foundation on the general progress of construction, and shall promptly alert Foundation to any issues which may

1 increase the Entryway Arbor Construction Cost and/or materially delay the completion of
2 the Entryway Arbor Construction.

3 B. Foundation shall not be obligated to spend any more than \$325,000
4 ("Entryway Arbor Construction Cost") in connection with its Entryway Arbor Construction
5 obligations, which such cost includes costs associated with the preparation of the Plans
6 and the provision of the construction management services by VCC.

7 C. VCC and Foundation shall each pay one-half of the costs associated with
8 Major Repairs to the entryway sign arbor. For purposes hereof, a "Major Repair" shall be
9 a repair or improvement to the entryway arbor which has a useful life expectancy of three
10 (3) years or more and costs more than \$7,500. VCC, at its own cost and expense, shall
11 be responsible for all other repair and maintenance costs which do not constitute "Major
12 Repairs", including day-to-day repair and maintenance costs of the entryway arbor. VCC
13 and Foundation shall execute an Installation and Maintenance Agreement on City's
14 standard form attached hereto as Exhibit "B".

15 D. The entryway arbor may be used by Foundation and/or VCC staff on an
16 occasional basis only in order to provide information to attendees of special events
17 located at the Rancho or the Country Club. Public access to Virginia Road shall never be
18 restricted in any manner.

19 **3. Parking License.**

20 A. VCC hereby grants City and its agents and employees working or
21 volunteering their services at the Rancho a revocable license to use, on a non-exclusive
22 basis, up to eight (8) parking spaces (the "Parking License Spaces") located within the
23 VCC employee parking lot, more particularly depicted on Exhibit "A" attached hereto.

24 B. VCC, at its own cost and expense, may change the location of the Parking
25 License Spaces and/or provide exclusive Parking License Spaces provided that the
26 Parking License Spaces remain reasonably adjacent to the Rancho entrance.

27 C. The Parking License shall be revocable only if the Foundation and/or City
28 defaults in its obligations under this Agreement or if the Foundation, in its reasonable

determination, no longer requires the Parking License Spaces for employee parking.

4. Additional Overflow Parking Lot.

A. VCC shall provide a parcel of land of approximately 16,000 square feet and otherwise suitable for construction of a graded decomposed granite (or equivalent) overflow parking lot for at least fifty-nine (59) vehicles (the "Parking Lot"). The Parking Lot shall be located within the area designated on Exhibit "A" attached hereto, the exact location to be determined by VCC in its reasonable discretion, and subject to the reasonable approval of City. City shall design the parking lot at its own cost and expense, and such design shall be subject to the reasonable approval of VCC. VCC, on behalf of its successors and assigns, and as a condition to and conditioned upon that certain vacation of a portion of Virginia Road adopted by the City's Planning Commission on April 5, 2007, hereby grants City and Foundation, consistent with the EIR and Traffic Study previously certified, the non-exclusive right to use such Parking Lot, in perpetuity, notwithstanding anything to the contrary contained herein. The parties intend that the Parking Lot be used for overflow parking and for no other purpose.

B. City shall construct the Parking Lot at its own cost and expense. The Parking Lot shall be used for over-flow parking by both City and VCC in accordance with a joint use agreement to be prepared after the execution of this Agreement but prior to the completion of the Parking Lot.

C. City shall, at its own cost and expense, be responsible for the repair and maintenance of the Parking Lot.

D. After completion of the Parking Lot, VCC, at its own cost and expense, may relocate the Parking Lot to some other location on VCC property which is reasonably acceptable to VCC and City. In any event, a location within two hundred (200) feet of the Rancho entrance shall be deemed "reasonable".

5. Upgraded Landscaping.

A. VCC, at its own cost and expense, shall develop a landscaping and irrigation plan with respect to those areas of VCC Property adjacent to Virginia Road (the

1 "Landscaping and Irrigation Plan"). The Landscaping and Irrigation Plan shall be in
2 general accordance with the Rancho Los Cerritos Master Plan and otherwise subject to
3 the reasonable approval of the Foundation, and proposed costs associated with the
4 Landscaping and Irrigation Plan shall not exceed reasonable estimates of the amount of
5 funds to be raised by both VCC and the Foundation pursuant to Section 6.

6 B. VCC shall be responsible for installation of the landscaping and irrigation
7 systems called for by the Landscaping and Irrigation Plan (the "Landscaping"). VCC shall
8 begin installation of the Landscaping within two hundred seventy (270) days after
9 execution of this Agreement by all Parties, or within thirty (30) days following completion
10 of the Road Resurfacing, whichever shall last occur, and shall thereafter pursue
11 completion of the Landscaping with reasonable diligence.

12 C. VCC shall, at its own cost and expense, be responsible for the repair and
13 maintenance of the Landscaping.

14 **6. Fundraising.** VCC shall assist Foundation in its fundraising efforts for the
15 Entryway Arbor and Foundation shall assist VCC in its fundraising efforts to cover the
16 costs of the Landscaping and Irrigation Plan and the Landscaping. Foundation and VCC
17 shall hold a minimum of three joint fund-raisers prior to the sixth anniversary of the date
18 of this Agreement. Funds raised (after deduction and/or reimbursement by each party for
19 its function expenses) at such joint fund-raising functions shall be split evenly between
20 the Foundation and VCC and shall be applied by Foundation and VCC as set forth
21 above, in accordance with their respective obligations under this Agreement.

22 **7. Term.** This Agreement shall become effective immediately upon execution by the
23 last of the parties to execute this Agreement and shall continue for so long as the
24 entryway arbor and Parking Lot remain in existence, unless sooner terminated by written
25 consent of each of the Parties.

26 **8. City Indemnity.** City shall defend, indemnify and hold harmless the other Parties
27 from all claims, demands, damages, causes of action, losses, liability, costs and
28 expenses, including reasonable attorney's fees, of any kind or nature whatsoever

(collectively referred to in this Section and Sections 9 and 10 as "Claims") asserted against the other parties, or either of them, or which the other Parties, or either of them, may incur for injury to or death of persons or damage to or loss of property due to the alleged acts or omissions of City, City's employees, invitees, contractors, subcontractors, materialmen, suppliers, or agents, arising out of or relating to City's obligations and duties under this Agreement, including without limitation, the Road Resurfacing and the use by City, its employees, agents and invitees, of the Parking License Spaces, the Parking Lot, or any breach of this Agreement by City. No finding or judgment of negligence, fault, breach, or the like on the part of City shall be required for the duty to defend to arise.

9. VCC Indemnity. VCC shall defend, indemnify and hold harmless the other Parties from all Claims asserted against the other parties, or either of them, which the other Parties, or either of them, may incur for injury to or death of persons or damage to or loss of property due to the alleged acts or omissions of VCC, VCC's employees, invitees, contractors, subcontractors, materialmen, suppliers, or agents, arising out of or relating to VCC's obligations and duties under this Agreement, including without limitation, the Landscaping and the maintenance thereof by VCC, or any breach of this Agreement by VCC. No finding or judgment of negligence, fault, breach, or the like on the part of VCC shall be required for the duty to defend to arise.

10. Foundation Indemnity. Foundation shall defend, indemnify and hold harmless the other Parties from all Claims asserted against the other parties, or either of them, which the other Parties, or either of them, may incur for injury to or death of persons or damage to or loss of property due to the alleged acts or omissions of Foundation, Foundation's employees, invitees, contractors, subcontractors, materialmen, suppliers, or agents, arising out of or relating to Foundation's obligations and duties under this Agreement, including without limitation, the construction and maintenance of the Entryway Arbor, the use of the Parking License Spaces, or any breach of this Agreement by Foundation. No finding or judgment of negligence, fault, breach, or the like on the part of Foundation shall be required for the duty to defend to arise.

1 **11. Force Majeure.** If any Party shall be delayed or prevented from the performance
2 of any act required hereunder by reason of acts of God, restrictive governmental laws or
3 regulations or other cause, without fault and beyond the reasonable control of the Party
4 obligated, performance of such act shall be excused for the period of the delay; and the
5 period for the performance of any such act shall be extended for a period equivalent to
6 the period of such delay.

7 **12. Amendments.** This Agreement shall not be amended, nor any provision or
8 breach hereof waived, except in writing signed by the parties which expressly refers to
9 this Agreement.

10 **13. Governing Law.** This Agreement shall be governed by and construed pursuant to
11 the laws of the State of California.

12 **14. Entire Agreement.** This Agreement constitutes the entire understanding between
13 the Parties and supersedes all other agreements, oral or written, with respect to the
14 subject matter contained herein.

15 **15. Costs and Attorneys' Fees.** If there is any legal proceeding between the Parties
16 to enforce or interpret this Agreement or to protect or establish any rights or remedies
17 hereunder, the prevailing party shall be entitled to its costs and expenses, including
18 reasonable attorneys' fees and court costs.

19 **16. Nondiscrimination.** In connection with performance of this Agreement and
20 subject to applicable rules and regulations, the Parties shall not discriminate against any
21 employee or applicant for employment because of race, religion, national origin, color,
22 age, gender, sexual orientation, AIDS, AIDS related condition, handicap, disability or
23 Vietnam Era veteran status. The Parties shall ensure that applicants are employed, and
24 that employees are treated during their employment, without regard to these bases.
25 Such actions shall include, but not be limited to, the following: Employment, upgrading,
26 demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of
27 pay or other forms of compensation, and selection for training, including apprenticeship.
28

1 **17. Notices.** Any notice or approval required hereunder by any Party shall be in
2 writing and personally delivered or deposited in the U.S. Postal Service, first class,
3 postage prepaid, addressed to each Party at the respective addresses stated below.
4 Notice of change of address shall be given in the same manner as stated herein for other
5 notices. Notice shall be deemed given three (3) business days after said writing is
6 deposited in the mail or on the date personal delivery is made, whichever first occurs.

7 City of Long Beach
8 333 W. Ocean Blvd., 13th Floor
9 Long Beach, California 90802
Attention: City Manager

10 The Rancho Los Cerritos Foundation, Inc.
11 4600 Virginia Road
Long Beach, California 90807
Attention: Director

12 The Virginia Country Club of Long Beach, California
13 4602 Virginia Road
14 Long Beach, California 90807
Attention: President

15 with a copy to:
16 Eric S. Hartman
6615 E. Pacific Coast Highway, Suite 245
Long Beach, CA 90803

17 **18. Continuation.** Termination or expiration of this Agreement shall not affect rights
18 or liabilities of the Parties which have accrued pursuant to Sections 8, 9 and 10 prior to
19 termination or expiration of this Agreement.

20 **19. Non-Party Beneficiary.** This Agreement is intended by the Parties to benefit
21 themselves only and is not in any way intended or designed to or entered for the purpose
22 of creating any benefit or right for any person or entity of any kind that is not a Party to
23 this Agreement.

24 **20. Successors.** This Agreement shall inure to the benefit of, and be binding upon,
25 the Parties and their respective successors and permitted assignees. Notwithstanding
26 the foregoing, no party shall assign its rights or obligations hereunder without the prior
27 written consent of the other parties.

28

- 1 **21. Counterparts.** This Agreement may be executed in several counterparts and all
2 so executed shall constitute one agreement, binding on the Parties, notwithstanding that
3 all Parties are not signatory to the original or the same counterpart.
- 4 **22. Headings.** The headings contained in this Agreement are for reference purposes
5 only and shall not affect the meaning or interpretation of anything contained in this
6 Agreement.
- 7 **23. Authority.** The persons executing this Agreement on behalf of City, Foundation
8 and VCC represent and warrant that they have the authority to execute this Agreement in
9 the capacity indicated next to their respective signatures.
- 10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

THE RANCHO LOS CERRITOS FOUNDATION, INC.,
a California nonprofit corporation

11-8-, 2007

By: Leon S. Shoop
Name: LEON S. SHOOP
Title: CHAIRMAN

11/8, 2007

By: Louisa Kramer
Name: LOUISA KRAMER
Title: SECRETARY

THE VIRGINIA COUNTRY CLUB OF LONG BEACH,
CALIFORNIA, a California corporation

10/31, 2007

By: Samie W. Villozak
Name: SAMIE W. VILLOZAK
Title: Chief Operating Officer

12/03/0, 2007

By: Pat West
Name: PAT WEST
Title: CITY MANAGER

CITY OF LONG BEACH,
a municipal corporation

12/03, 2007

By: Pat West
Title: CITY MANAGER

APPROVED AS TO FORM AND RETURNED

11-29, 2007
ROBERT E. SHANNON, City Attorney

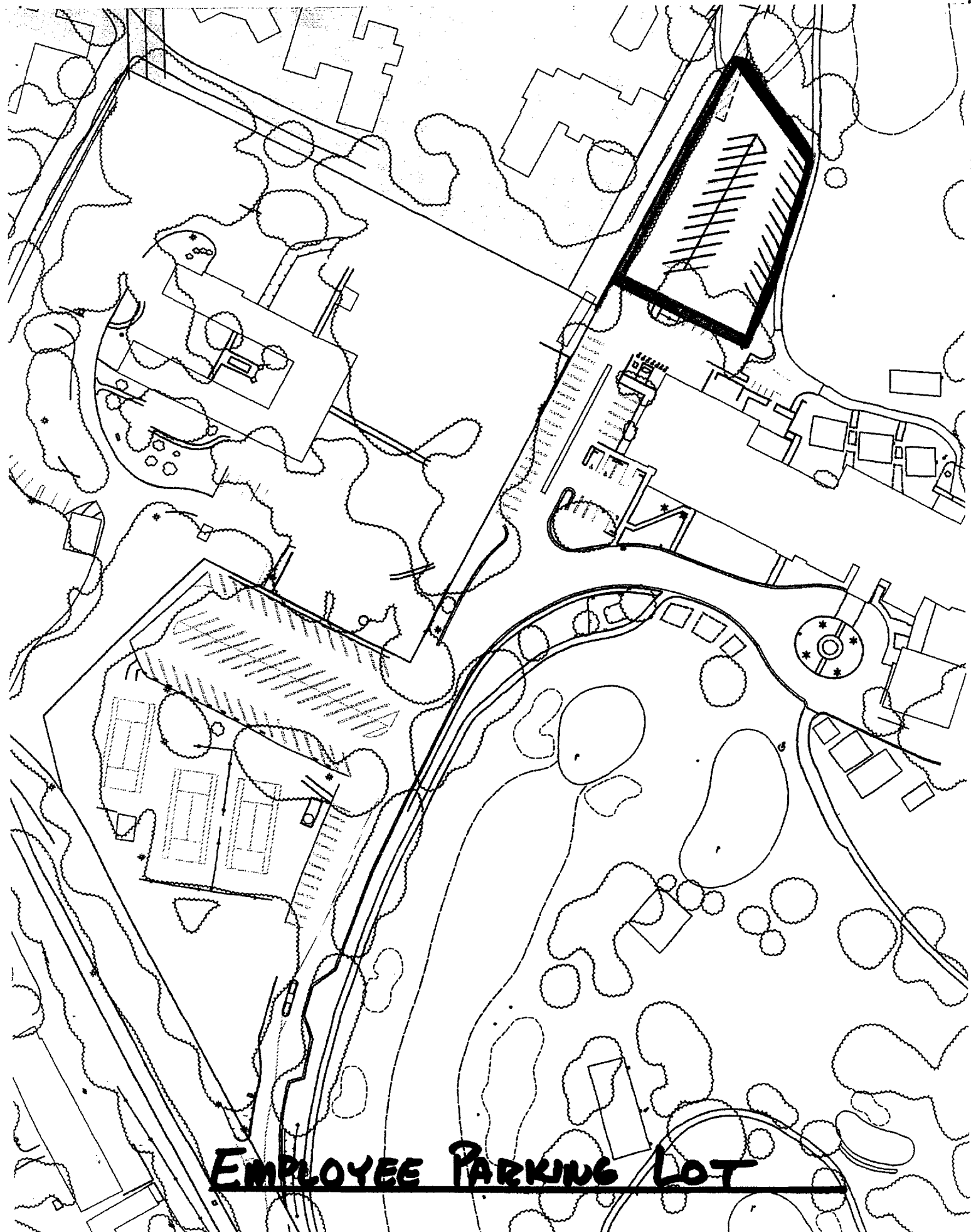
By: Richard Anthony
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

DEPICTION OF PARKING LOT AREA



EMPLOYEE PARKING LOT

EXHIBIT "B"

FORM OF PERMIT, INSTALLATION AND MAINTENANCE AGREEMENT

DEPARTMENT OF PUBLIC WORKS
PERMIT, INSTALLATION AND MAINTENANCE AGREEMENT

The CITY OF LONG BEACH ("City"), acting through the Department of Public Works, grants permission to the Virginia Country Club of Long Beach, California, a California non-profit mutual benefit corporation (hereafter referred to as "VCC") and the Rancho Los Cerritos Foundation, Inc., a California nonprofit corporation ("Foundation"), to jointly install and maintain Entrance Improvements including an overstreet archway/ decorative wall/decorative paving ("the improvements") within the Virginia Road public street right-of-way.

1. VCC is the owner of certain adjacent property.

2. VCC, Foundation and the permitted improvements shall not hinder, impede, or deter the free movement of the public across the public right-of-way. VCC and Foundation will, on City's written request, promptly remove or modify any improvements which interfere with the use of the public right-of-way.

3. This Agreement shall commence and continue in effect concurrently with that certain Improvement and Parking Agreement executed concurrently herewith among the parties hereto (the "Improvement Agreement"), subject to the condition set forth in paragraph 4, below, unless sooner terminated in the manner set forth below.

4. VCC and/or Foundation shall apply, pay for and obtain any and all required permits and entitlements, including Building Department and Public Works Department permits, and any other required permits and/or environmental approvals prior to the effectiveness of this permit.

5. VCC and Foundation shall, at their sole cost and expense, maintain the improvements and the surrounding area at a level satisfactory to the City Engineer, keeping it in a clean, attractive, safe and sanitary condition. The City makes no warranties or representations of any kind regarding the suitability of this public right-of-way location for the proposed improvements.

6. Should the City Engineer determine, in his/her exclusive and reasonable discretion, that VCC and/or Foundation are not maintaining the improvements in a condition as set forth in Paragraph 5 of this Permit, or that some part of the improvements hinders, impedes, or otherwise deters free movement in the public right-of-way, City shall give written notice to VCC and Foundation of such non-compliance, and VCC and Foundation shall have thirty (30) days within which to bring the improvements into compliance with the requirements of this Permit. If in the reasonable estimation of the City Engineer VCC and Foundation have failed to correct the non-compliance after such 30-day period, then City may conduct any required maintenance or repair as necessary to bring the area back into a clean, neat, safe and sanitary condition and/or may remove any such impediment and charge any expense incurred, including labor and material, to VCC and/or Foundation.

7. VCC and/or Foundation may, only with the prior written approval of the Director of the Department of Public Works, or his designee, which approval shall not be unreasonably withheld, and at VCC and/or Foundation's sole cost and expense, modify

1 or make further improvements to the project areas. VCC and/or Foundation will be
2 responsible for obtaining any and all other necessary permits or entitlements. When this
3 Agreement terminates, the City may require VCC and/or Foundation to remove the
4 improvements.

5 8. VCC shall, with respect to the permission granted in connection with the
6 improvements, indemnify and hold harmless the City, its Boards, Commissions, and their
7 officials, employees and agents (collectively in this section, "City") from and against any
8 and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties,
9 costs and expenses (including attorney's fees, court costs, and expert and witness fees)
10 (collectively "Claims" or individually "Claim"). Claims include allegations and include by
11 way of example but are not limited to: Claims for property damage, personal injury or
12 death arising in whole or in part from any negligent act or omission of VCC, its officers,
13 employees, agents, sub-consultants, or anyone under VCC's control (collectively
14 "Indemnitor"). Independent of the duty to indemnify and as a freestanding duty on the
15 part of VCC, VCC shall defend City and shall continue such defense until the Claim is
16 resolved, whether by settlement, judgment or otherwise. No finding or judgment of
17 negligence, fault, breach, or the like on the part of Indemnitor shall be required for the
18 duty to defend to arise. VCC shall notify the City of any Claim within ten (10) days.
19 Likewise, City shall notify VCC of any Claim within ten (10) days, shall tender the defense
20 of such Claim to VCC, and shall assist VCC, as may be reasonably requested, in such
21 defense.

22 9. Foundation shall, with respect to the permission granted in connection with the
23 improvements, indemnify and hold harmless the City, its Boards, Commissions, and their
24 officials, employees and agents (collectively in this section, "City") from and against any
25 and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties,
26 costs and expenses (including attorney's fees, court costs, and expert and witness fees)
27 (collectively "Claims" or individually "Claim"). Claims include allegations and include by
28 way of example but are not limited to: Claims for property damage, personal injury or
death arising in whole or in part from any negligent act or omission of Foundation, its
officers, employees, agents, sub-consultants, or anyone under Foundation's control
(collectively "Indemnitor"). Independent of the duty to indemnify and as a freestanding
duty on the part of Foundation, Foundation shall defend City and shall continue such
defense until the Claim is resolved, whether by settlement, judgment or otherwise. No
finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall
be required for the duty to defend to arise. Foundation shall notify the City of any Claim
within ten (10) days. Likewise, City shall notify Foundation of any Claim within ten (10)
days, shall tender the defense of such Claim to Foundation, and shall assist Foundation,
as may be reasonably requested, in such defense.

10. City shall not be responsible or liable in any way for VCC or Foundation
improvements or for VCC or Foundation's loss by theft, fire, flood, burglary, vandalism, or
any other cause whatsoever.

11. No hazardous or toxic material will be brought into the public right-of-way in
association with the installation or maintenance of the improvements.

12. Should City revoke or terminate this Agreement in accordance with its terms, VCC
and Foundation shall not be entitled to any relocation benefits or other compensation
from the City due to such revocation or termination.

13. VCC and Foundation acknowledge that, by this Agreement, they do not acquire
any right, title or interest of any kind in the property on which the improvements are
installed. This Agreement is personal to VCC and Foundation and they shall not assign

1 this Agreement without the express written consent of the Director. City acknowledges
2 that City does not acquire any right, title or interest of any kind in any VCC property on
which the improvements are installed.

3 14. City may only terminate this Agreement for cause in accordance with the
4 Improvement Agreement, or as the result of a failure by VCC and/or Foundation to cure
5 any default hereunder, or if a compelling public purpose necessitates the removal of the
6 improvements, by giving thirty (30) days' notice to VCC and Foundation. Upon
revocation, VCC and/or Foundation shall remove all improvements constructed or placed
by VCC and/or Foundation or any previous party to this Agreement at no cost to City and
in accordance with all applicable laws.

7 15. VCC and Foundation, during the term of this permit, shall comply with all
8 applicable laws, ordinances, rules and regulations of and obtain permits from all federal,
state and local governmental authorities having jurisdiction over the permit area and VCC
and Foundation's use thereof.

9 16. Any notice under this permit shall be in writing and personally delivered or
10 deposited in the U.S. Postal Service, first class, postage prepaid, to VCC at 4602 Virginia
11 Road, Long Beach, California 90807, with a copy to Eric S. Hartman, 6615 E. Pacific
Coast Highway, Suite 245, Long Beach, CA 90803 and to Foundation at 4600 Virginia
12 Road, Long Beach, California 90807, and to City at 333 West Ocean Boulevard, Long
Beach, California 90802, Attn: Director of Public Works. Notice shall be deemed given
13 on the date of personal delivery or on the date of deposit in the mail, whichever first
occurs.

14 17. This Agreement shall never be construed as a grant by the City of any right to
15 permanently use or occupy all or any portion of the public right-of-way nor shall it ever be
16 construed as a waiver on the part of the City, or as an estoppel against it, which would in
17 any manner whatsoever bar or limit, or otherwise prejudice, City's right to at any time
18 whatsoever require a discontinuance of the use or occupancy of all or any part of the
public right-of-way, the removal therefrom of all or any obstructions erected or maintained
under this Agreement and as the restoration of such public right-of-way to a clean
condition, all at the sole cost and expense of VCC and/or Foundation.

19 18. In case suit shall be brought for the recovery of possession of all or any portion of
20 the public right-of-way, the removal of any of the improvements or any impediments to
the public right-of-way, or the breach of any covenant, promise, or agreement made by
any party to this Agreement, the prevailing party in any such suit shall be entitled to the
21 recovery of its costs and reasonable attorneys' fees.

22 19. The provisions of this Agreement shall be binding upon and shall inure to the
benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

23 20. The obligations of Foundation and VCC to each other with respect to the
24 construction, operation and maintenance of the improvements and costs associated
therewith shall be governed by the Improvement Agreement.

1 The VCC, Foundation and the City have executed this Agreement as of the dates shown
2 below.

3 VIRGINIA COUNTRY CLUB OF LONG BEACH, CALIFORNIA

4 Signed: _____
5 Name & Title (print):

6
7 Signed: _____
8 Name & Title (print)

9 DATE: _____ 2007

10 THE RANCHO LOS CERRITOS FOUNDATION, INC.

11
12 Signed: _____
13 Name & Title (print):

14
15 Signed: _____
16 Name & Title (print)

17 DATE: _____ 2007

18 CITY OF LONG BEACH, a municipal corporation

19
20 By: _____
21 Director of Public Works

22 DATE: _____ 2007
23
24
25
26
27
28