



LONG BEACH REDEVELOPMENT AGENCY

333 WEST OCEAN BOULEVARD, THIRD FLOOR • LONG BEACH, CA 90802 • (562) 570-6615 • FAX (562) 570-6215

May 21, 2007

REDEVELOPMENT AGENCY BOARD MEMBERS

City of Long Beach
California

RECOMMENDATION:

Recommendation to approve and authorize the Executive Director to:

- Hold a Public Hearing;
- Receive supporting documentation into the record and conclude the Public Hearing;
- Adopt a Resolution making certain findings and approve and authorize the Executive Director to execute a Disposition and Development Agreement with Lyon West Gateway, LLC.;
- Adopt a Resolution making certain findings regarding the construction of certain public improvements with Downtown Long Beach Redevelopment Project Area Funds. (Downtown – District 1)

DISCUSSION

Background

On June 9, 2003, the Redevelopment Agency (Agency) agreed to negotiate exclusively with Lyon Realty Advisors for the development of Site 11 in the West Gateway Project Area (Exhibit A – Site Map) for a residential complex. This public hearing is to consider the sale of Site 11 to Lyon West Gateway, LLC (Developer).

Terms and Conditions of the Sale

The terms and conditions of the sale and subsequent development are included in a Disposition and Development Agreement (DDA) between the Agency and the Developer. Under the terms of that DDA, the Developer will pay \$5,704,000 for the 153,018-square-foot site bounded by West Broadway, Magnolia Avenue, West Third Street and Chestnut Avenue. \$2,000,000 is due within 10 days of Agency's execution of the Agreement, with the balance due prior to close of escrow.

REDEVELOPMENT AGENCY BOARD MEMBERS

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Construction on the project must begin no later than July 2008. The Developer, its contractors, and its subcontractors are required to provide to the greatest extent feasible, opportunities to the lower-income residents of the City for training and employment arising in connection with the development of the project. This will include partnering with the City's Workforce Development Bureau to identify opportunities for job training. Written reports are required to document compliance with this section of the DDA.

The Developer will pay a performance deposit of \$75,000, and an Agreement Containing Covenants will be recorded at closing that will require ongoing property maintenance.

The project must remain as a rental complex for fifteen years. However, the Developer is allowed to obtain all approvals necessary to convert the complex into a condominium development prior to that time and to sell one residential unit to ensure vested rights in a future conversion if desired.

Project Plans

The Developer began design review in October of 2004 and received conditional Stage II Design Review approval from the Agency on March 14, 2005. Since Stage II approval was granted, the retail portion of the project has been shifted from Magnolia Avenue to Broadway and the number of units has increased from 265 to 291. The Developer presented its latest plans to the Agency Board in a Study Session on April 16, 2007 to get comments on changes to its design. Staff is working with the Planning and Building Departments to address some minor changes and will return to the Agency Board for final design approval. A copy of the most current developments plans is attached (Exhibit B).

The Developer submitted plans with the Planning Department for Site Plan Review for the project on April 26, 2007. The Developer will proceed through the Planning Department approval process to obtain the necessary project entitlements, which are yet to be scheduled for approval by the Planning Commission and City Council.

The Developer will construct 291 residential rental units. There will be 144 one-bedroom units at 715 square feet, 20 one-bedroom units with dens at 1,121 square feet, 115 two-bedroom units with dens ranging in size from 1,051 square feet to 1,144 square feet, and 12 two-bedroom townhouse units at 1,358 square feet. There will also be 15,580 square feet of first-floor retail space. The DDA contains a list of prohibited uses, but in addition, the Agency has the right to approve or disapprove the proposed initial tenants in the retail space.

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The project has a total of 636 parking spaces, 136 of which will be available to the general public for guest and retail parking.

The development has a four-story contemporary wood-frame structure built over two levels of parking, with one level being subterranean and the upper level mostly at grade. All residences have a minimum of 9-foot ceiling heights.

Resident amenities include a fitness facility, media room, and club room on the plaza level. The interior of the project features a pool, a spa, a courtyard area with BBQs and outdoor seating, large planter areas, and extensive landscaping. Seventeen first-floor units along Third Street and Chestnut Avenue open to the street. All interior units open to a well-lighted walkway.

The exterior walls have brick veneer at the pedestrian level extending upward as appropriate to accent the architecture of the building. There are exterior walls finished in 20/30 stucco, which is a medium sand finish. The primary field colors are beige and putty, with light olive green and gray accents. There are also exterior walls finished with metal decking that is a light gray. Glass provides a special accent on Broadway at the Leasing Office entry.

The interior landscape plan generously uses palms and bamboos. The exterior plantings will follow a landscape plan provided by the Redevelopment Agency that features both deciduous and coniferous tree species and accent plantings at key exterior locations.

The leasing office has been designed with a double volume floor-to-ceiling window overlooking the main boulevard and the building pool area. It has an open space layout enveloped with glass all around the structure. With the glass as the major material used, it gives the space transparency and openness. The flooring materials are a combination of porcelain tiles, carpet & wood planks. The design depicts modern contemporary with the blend of materials, color, furniture and artwork.

Compliance with California Environmental Quality Act

The Agency certified the Environmental Impact Report for West Gateway Sites 9, 10 and 11 on July 11, 2005 (Exhibit C – Environmental Impact Report).

Summary Report and City Council Approval

Pursuant to California Redevelopment Law, the Agency has made available for public inspection and reproduction a Summary Report (Exhibit D – Section 33433 Summary Report) that contains the following:

REDEVELOPMENT AGENCY BOARD MEMBERS

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- The estimated value of the interest to be conveyed, determined at the highest and best use permitted under the Redevelopment Plan;
- The estimated value of the interest to be conveyed, determined at the use and with the conditions, covenants and development costs required by the Agreement;
- The purchase price;
- The cost of the Agreement to the Agency;
- The net cost/benefit to the Agency;
- An explanation of why the sale of the site will assist in the elimination of blight; and
- An explanation of why the sale of the site is consistent with the Agency's AB 1290 Implementation Plan.

Since the property was purchased by the Agency with tax increment monies, California Redevelopment Law requires that this sale also be approved by the City Council by resolution after a public hearing. This hearing is scheduled for June 12, 2007.

Findings of Public Benefit

California Redevelopment Law also provides that the Redevelopment Agency may, with the consent of the City Council, pay for public improvements that are publicly owned either within or outside of a Redevelopment Project Area, if the City Council determines all of the following:

- That the construction of such public improvements is of benefit to the redevelopment project area or the immediate neighborhood in which the public improvement project is located;
- That no other reasonable means of financing the public improvements are available to the community; and
- That the payment of Redevelopment Agency funds for the construction of the public improvements will assist in the elimination of one or more blighting conditions within the Project Area.

The Agency will be working with the Developer to enhance the project and provide linkages through the Downtown area. Because the Agency is funding a portion of the construction these findings must be made. These public improvements include relocation of utilities, construction of streetscapes, bicycle paths, public walkways for pedestrian use, enhancement of pedestrian rights-of-way, and public art.

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These improvements will assist in the removal of blight by providing useable open space in Downtown's newly developing residential neighborhood, improving pedestrian flow through the Downtown, improving safety of the residents, and promoting business attraction along West Gateway and the nearby streets.

A separate resolution is attached making certain findings regarding the construction of these public improvements with redevelopment funds in the Downtown Long Beach Redevelopment Project Area.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



PATRICK H. WEST
EXECUTIVE DIRECTOR

PHW:CAB:BEC

APPROVED:



for
GERALD R. MILLER
CITY MANAGER

Attachments: Exhibit A – Site Map
Exhibit B – Development Plans
Exhibit C – Environmental Impact Report (Board Members only;
available to public upon request)
Exhibit D – Section 33433 Summary Report
Redevelopment Agency Resolutions

[illegible]

ALL 300 acres parcel on this page
referred to Redevelopment Agency of the
City of Los Angeles.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

CONDOMINIUM
TRACT NO. 34586
M.B. 973-43-44

25

TOWNSITE LONG BEACH
SITE M.R. 31-96

5545
CODE

REF ID: A66711

7280 24

CALE 12" 60'

32

15

625

AVE.

MAGNOLIA

CHESTNUT

AVE.

[illegible]

SHEET INDEX

TANGIER STALLS COUNTED AS 15 STALLS EACH TO BE ALLOCATED TO 100 ROOM UNITS
 COUNCIL
 100 UNITS = 025 QUEST SPACES/4.0 = 72.5 SPACES
 1000 SQ FT RETAIL = 4 SPACES/200 SQ FT = 500 SPACES
 TOTAL = 106 SPACES
 ACCESSIBLE PARKING PER C.A.C. B.C. TRA
 IN 1/4 OF VEHICLE PARKING 106 STALLS = 7 SPACES/04-07-07
 REQUIRED
 TOTAL RETAIL / QUEST PARKING = 106 STALLS

PROJECT SUMMARY		RESIDENTIAL_UNITS_MIX	
34 UNITS	76 SQ. FT. OFFICE	MT PLAN 1 - 1 BDT BA	
20 UNITS	121 SQ. FT. OFFICE	MT PLAN 2 - 1 BDT BA - DEN	
20 UNITS	144 SQ. FT. OFFICE	MT PLAN 3 - 2 BDT BA	
20 UNITS	144 SQ. FT. OFFICE	MT PLAN 4 - 2 BDT BA	
2 UNITS	265 SQ. FT. OFFICE	MT PLAN 5 - 2 BRKTS BA TOWNHOMG	
500 UNITS			

PROJECT SUMMARY	
ITE AREA	504 AC
DENSITY	R2Z DUNAC
LOT SIZE	600 SQ. FT. PER PLOT
PROPOSED	44 PLOTS
300 SQ. FT.	
AREA A	318 SQ. FT.
AREA B	2,000 SQ. FT.
AREA C	1,000 SQ. FT.
AREA D	1,000 SQ. FT.
OPEN SPACE	100 SQ. FT. PER AC (508 SQ. FT.)
PRIVATE EXITS	2,000 SQ. FT.
COMMON CORRIDORS	2,000 SQ. FT.
COMMON ENTRANCE	2,000 SQ. FT.
TOTAL	6,000 SQ. FT. (24 PLOTS)

COURT: 146 100 UNITS 415 SPACES UNIT + 254 SPACES
 177 2 BR UNIT 1 22 SPACES UNIT + 22 SPACES
 TOTAL RESIDENTIAL PARKING - 500 SPACES
 DEVELOPER: L. J. GARDNER INC. 10000 10TH AVE. S.W.
 98148 SEATTLE, WA 98148
 206 762 1000

[illegible]

KTGYGROUP, INC.
 Advertising Planning
 17792 MITCHELL SOUTH
 IRVINE, CA 92614
 (949) 850-3123
 (949) 850-5138 FAX
 Irvine, California

Liens vers l'extérieur

Principal :	STAN BRADEN
Project Director :	FRED WALTERS
Project Manager :	DAVID WILDES

Sheet Title : **TITLE SHEET**

Sheet No. 1

T-1.0

No.	Date	Revised / Description
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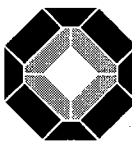
Orientation

Project

**LONG BEACH
WEST GATEWAY**
421 West Broadway
Long Beach, Ca

Lynn Realty Advisors, Inc.
4000 West Broadway
Long Beach, Ca 90801
Phone: (562) 591-1111
Fax: (562) 591-1112

2004171



KTY GROUP, Inc.
4000 West Broadway
Long Beach, Ca 90801
Phone: (562) 591-1111
Fax: (562) 591-1112
Evan, California

License No.

Project: WEST GATEWAY
Project Designer: FRED WALTON
Project Manager: DAVID WALTON
Project Engineer:

Sheet Title:
**UPPER GARAGE LEVEL
SITE PLAN**

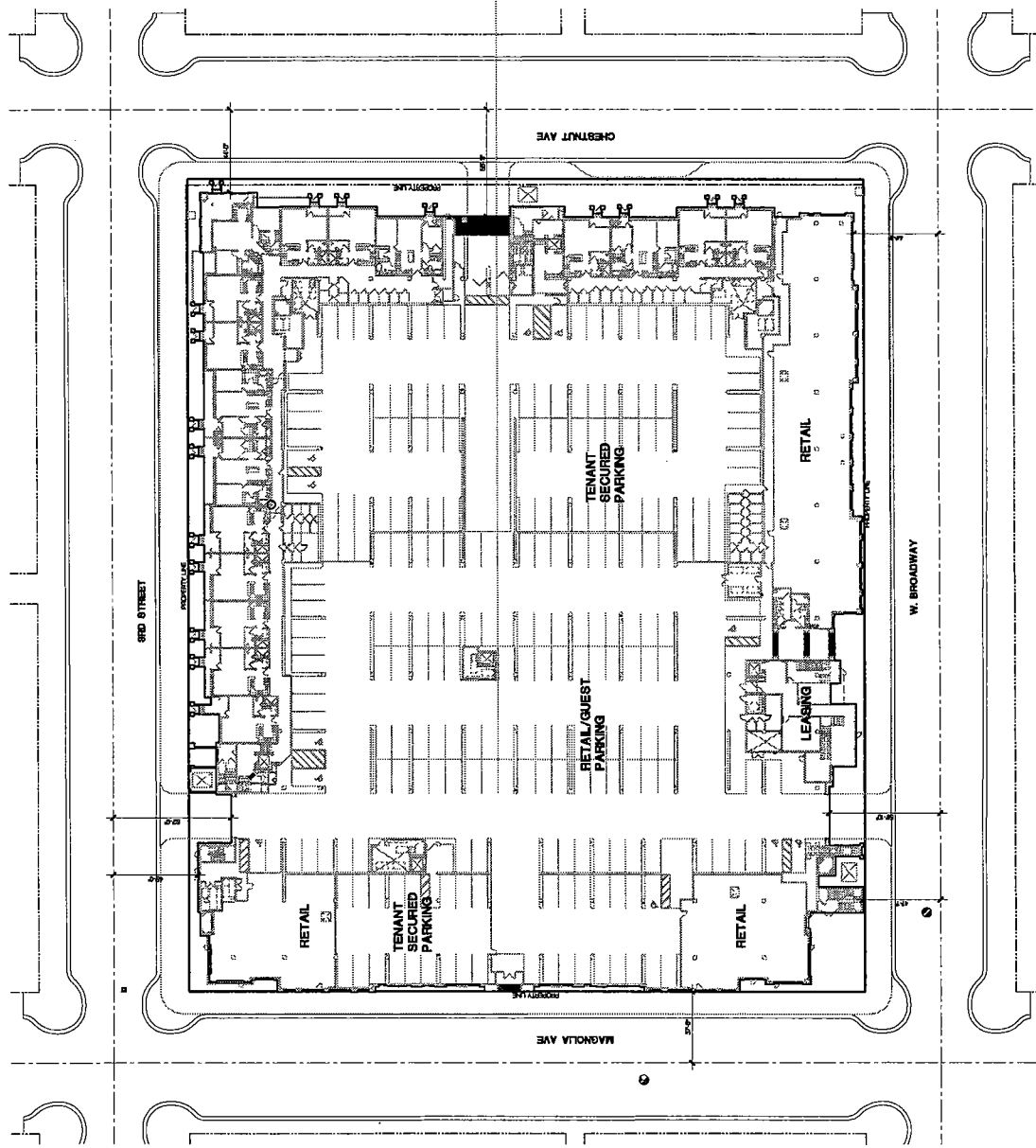
Sheet No.

T-1.3

SEE GARAGE PLANS AL-10 &
AU-10 FOR PARKING COUNTS,
REQUIREMENTS & SQUARE
FOOTAGES



UPPER GARAGE LEVEL SITE PLAN SCALE: 1"=10'



Rev.	Date	Issue / Description
01	05/05/07	ISSUED FOR SET
02	05/05/07	ISSUED FOR SET
03	05/05/07	ISSUED FOR SET
04	05/05/07	ISSUED FOR SET
05	05/05/07	ISSUED FOR SET
06	05/05/07	ISSUED FOR SET
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18	05/05/07	ISSUED FOR SET
19	05/05/07	ISSUED FOR SET
20	05/05/07	ISSUED FOR SET



Overlaid

Project

**LONG BEACH
WEST GATEWAY**
421 West Broadway
Long Beach, Ca

200471
Lyon Realty Advisors, Inc.
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310.277.1111
Fax: 310.277.1112



KTYG GROUP, INC.
1000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310.277.1111
Fax: 310.277.1112

License No.

STAN BRADEN
Principal Architect
Project Manager: **DAVID WALSH**
Project Designer:

Sheet Title:
**PLAZA LEVEL
SITE PLAN**

Sheet No.:

T-1.4

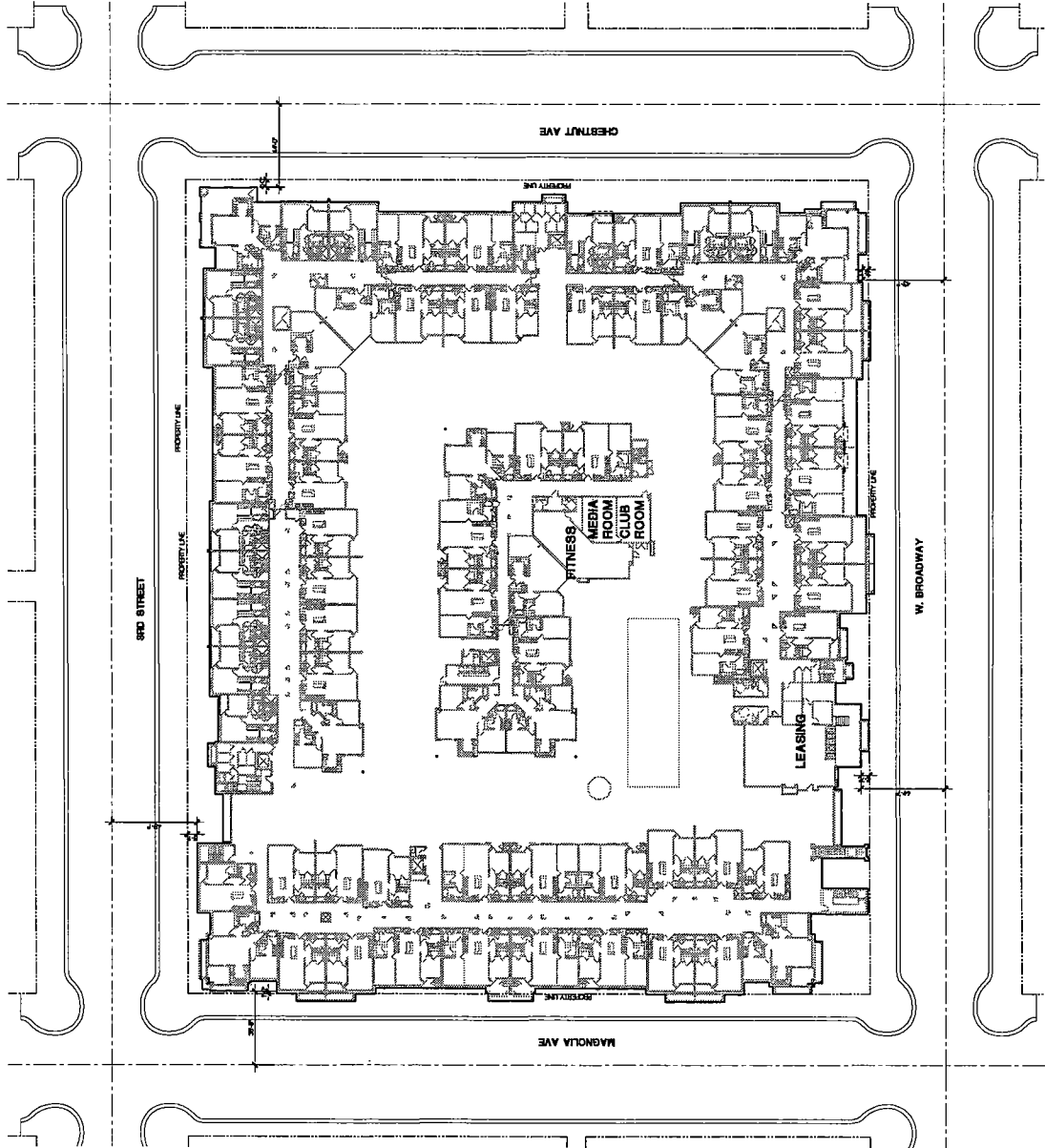


North

PLAZA LEVEL SITE PLAN

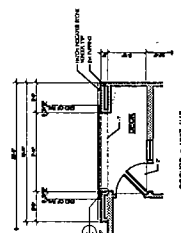
Scale: 1" = 10'

1



A-10
Sheet No. :

SUMMARY	
REF ID:	1000
DATE:	10/11/2010
TIME:	10:00:00
DATE:	10/11/2010
TIME:	10:00:00



**LONG BEACH
WEST GATEWAY**

421 West Broadway
Long Beach, Ca.

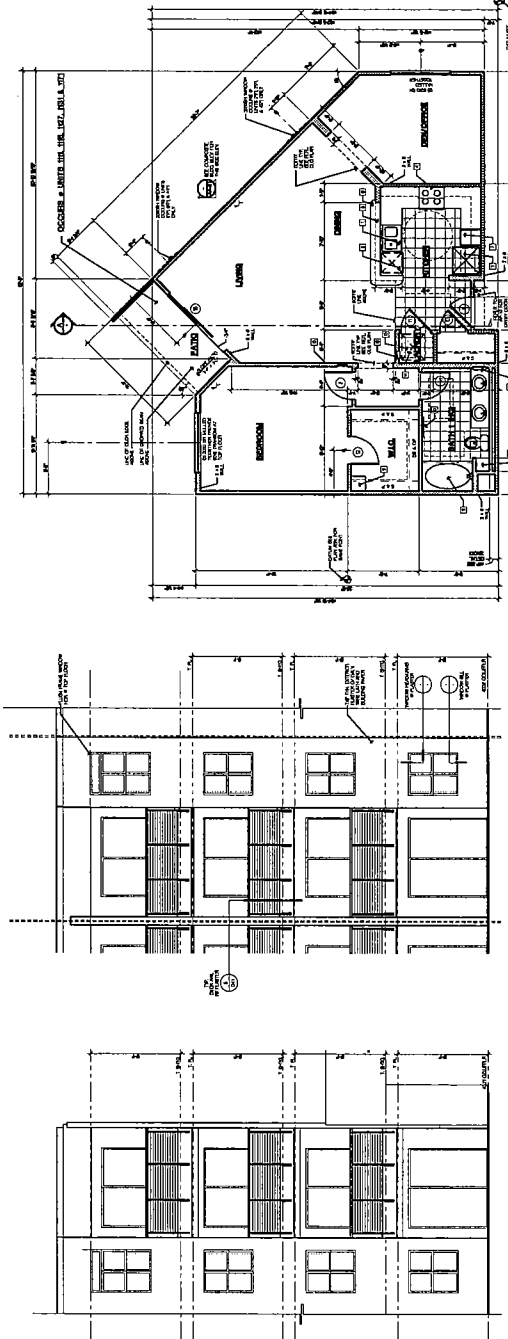
Lyon Realty Advisors, Inc.
405 WEST GATEWAY
NORFOLK BEACH, CA 90801
(909) 434-0100
9042 DOWNEY BLVD.

2004171



**UNIT PLAN 2
FLOOR PLANS,
SECTION &
EXTERIOR ELEVATIONS.**

ALFRED H. MAYER
CHAIRMAN

[illegible]

4 STORY ELEVATION OCCURS @ UNIT STACK 71

UNIT PLAN 2 FLOOR PLANS, SECTION & EXTERIOR ELEVATIONS	SCALE 1/8" = 1'-0"	1
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Sheet No. 1

Lyons Realty Advisors, Inc.
406 BRUCE STREET
HAYSTACK PLACE, CA 94026
PH: 415-947-1100
FAX: 415-947-1101



Learning Objectives

Sheet No. : **A-3.0**

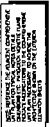
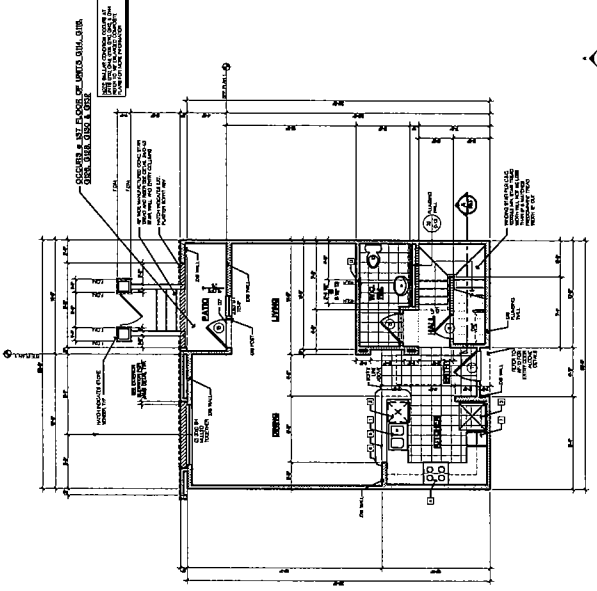
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COOPER, J. HIGGINS & ALLEN

ALTERNATE OCCURS 9 UNIT
FIGURE 1-6-100-1-100

USE, RETURNED IN ADJACENT COMPARTMENT
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AND MOTOR OIL, MOTOR OIL, ETC.
PRODUCT, MOTOR OIL, ETC.
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Sheet No. 4
A-50[illegible]

No.	Date	Revised / Description
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19	08/01/07	ISSUED FOR PERMIT
20	08/01/07	ISSUED FOR PERMIT



Comments:

Project:

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WEST GATEWAY**
421 West Broadway
Long Beach, Ca

Lyon Realty Advisors Inc.
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Architect
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Phone: (310) 276-1111
Fax: (310) 276-1112
www.ktygroup.com

License: 00000000

Project: **GRADE LEVEL LEASING CENTER**
Project Designer: **DAVID WALTER**
Project Manager: **DAVID WALTER**

Sheet Title:
GRADE LEVEL LEASING CENTER

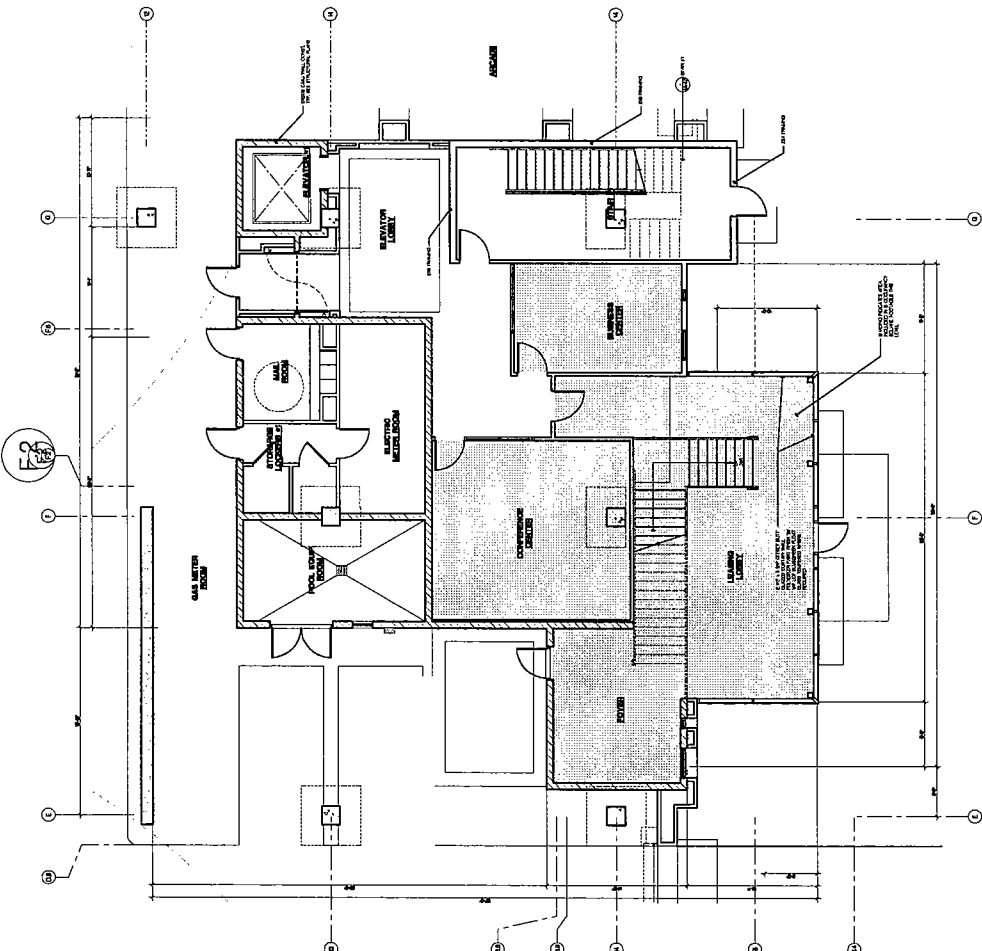
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A-7.0

FLOOR AREA

GRADE LEVEL LEASING CENTER & ACCOMPANYING AREAS	
Category	Area (sq. ft.)
Leasing Area	10,000
Office Area	5,000
Storage Area	2,000
Other	1,000
Total	18,000

NOTES:
1. FLOOR AREA IS BASED ON EXTERIOR FACE OF WALLS.
2. AREA OF STAIRS IS INCLUDED IN LEASING AREA.
3. AREA OF ELEVATOR LOBBY IS INCLUDED IN LEASING AREA.
4. AREA OF MECHANICAL ROOM IS INCLUDED IN OTHER.
5. AREA OF RESTROOM IS INCLUDED IN OTHER.
6. AREA OF ENTRY IS INCLUDED IN LEASING AREA.
7. AREA OF LOBBY IS INCLUDED IN LEASING AREA.
8. AREA OF OFFICE IS INCLUDED IN OFFICE AREA.
9. AREA OF STORAGE IS INCLUDED IN STORAGE AREA.
10. AREA OF OTHER IS INCLUDED IN OTHER.



GRADE LEVEL LEASING CENTER | SCALE: 1/8" = 1'-0" | 1

DATE: 08/01/07

No.	Date	Issue / Description
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19	06/01/01	CONTRACT SET
20	06/01/01	CONTRACT SET



Comments:

Project:

**LONG BEACH
WEST GATEWAY**
421 West Broadway
Long Beach, CA

Lynn Realty Advisors, Inc.
10000 West Century Blvd., Suite 200
West Century, CA 90640
Tel: 562-433-1111
Fax: 562-433-1112

200471



KTYG GROUP, INC.
10000 West Century Blvd., Suite 200
West Century, CA 90640
Tel: 562-433-1111
Fax: 562-433-1112

License No.:

Project:
Plaza Level
Leasing Center
Plaza Level

Sheet Title:

**PLAZA LEVEL
LEASING CENTER**

Sheet No.:

A-7.1

FLOOR AREA

LEASING CENTER & OCCUPANCY CHART

NOTE:
1. BASE COURSE AND 2ND FLOOR
2. BASE COURSE AND 2ND FLOOR
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LEASING CENTER & OCCUPANCY CHART

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LEASING CENTER & OCCUPANCY CHART

OCCUPANT LOAD & OCCUPANCY CHART

NOTE:
1. BASE COURSE AND 2ND FLOOR
2. BASE COURSE AND 2ND FLOOR
3. BASE COURSE AND 2ND FLOOR
4. BASE COURSE AND 2ND FLOOR
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LEASING CENTER & OCCUPANCY CHART

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LEASING CENTER & OCCUPANCY CHART

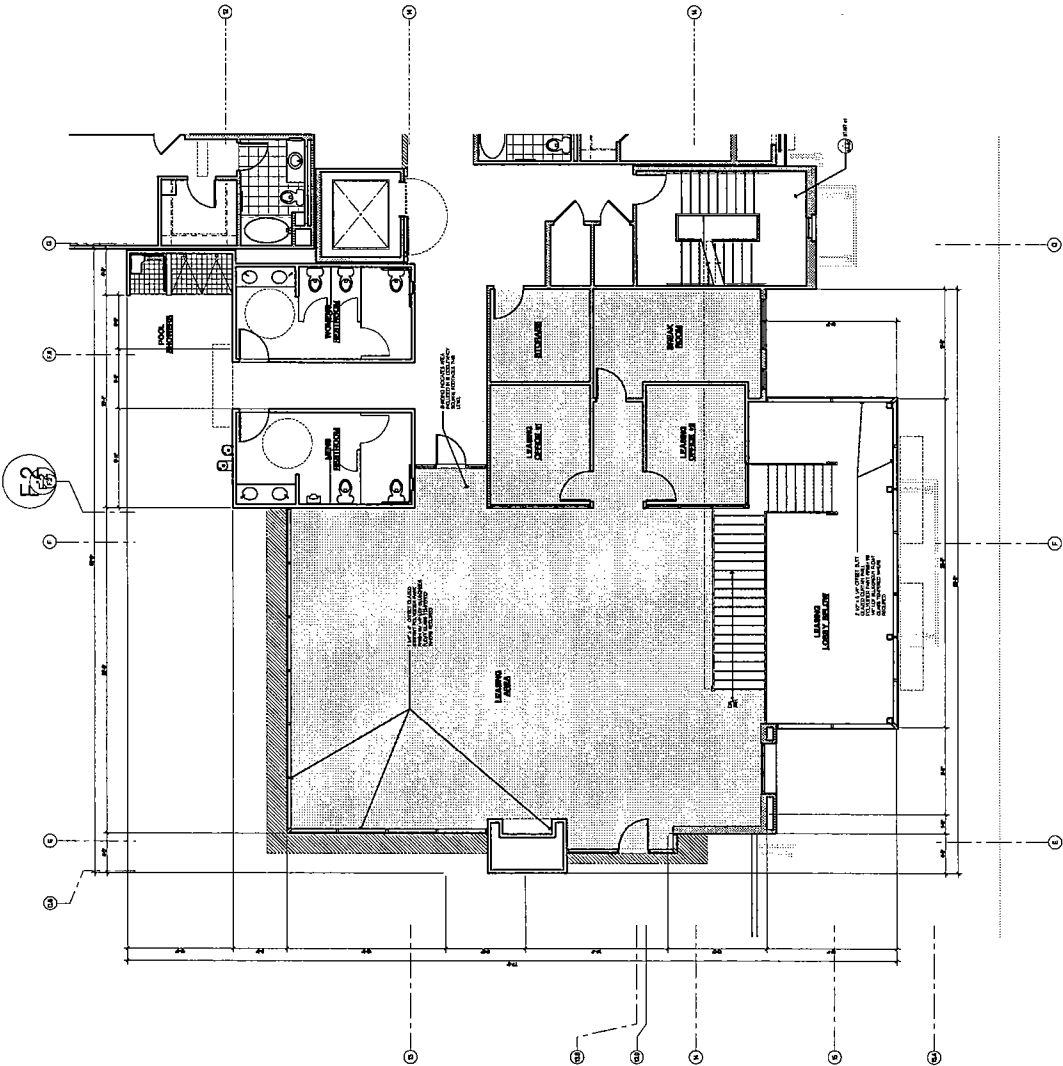
LEASING CENTER & OCCUPANCY CHART

LEASING CENTER & OCCUPANCY CHART

LEASING CENTER & OCCUPANCY CHART

LEASING CENTER & OCCUPANCY CHART

LEASING CENTER & OCCUPANCY CHART



PLAZA LEVEL LEASING CENTER PLAN

Scale: 1/8" = 1'-0"

Sheet No.:

A-7.1

Project:

Plaza Level Leasing Center

Plaza Level

Plaza Level

Plaza Level

AU-1.0

<p> THE SOURCE REQUIRED TA, BATTLE MONROE </p>	<p> 00 00 </p>
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UPPER GARAGE LEVEL COMPOSITE BLDG PLAN	SCALE: 1/8" = 1'-0"	1
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No.	Date	Revisions / Description
01	05/07	DESIGN DEVELOPMENT
02	05/07	CONCEPT DESIGN
03	05/07	PRELIMINARY DESIGN
04	05/07	FINAL DESIGN
05	05/07	CONSTRUCTION DOCUMENTS
06	05/07	CONSTRUCTION DOCUMENTS
07	05/07	CONSTRUCTION DOCUMENTS
08	05/07	CONSTRUCTION DOCUMENTS
09	05/07	CONSTRUCTION DOCUMENTS
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19	05/07	CONSTRUCTION DOCUMENTS
20	05/07	CONSTRUCTION DOCUMENTS

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05/07

**LONG BEACH
WEST GATEWAY**
421 West Broadway
Long Beach, CA

Long Beach Administration
421 West Broadway
Long Beach, CA
200471



KTYG GROUP, INC.
10000 W. 160th Ave.
Suite 100
Lakewood, Colorado 80228
Tel: 303.440.1000
Fax: 303.440.1001
www.ktyg.com

License No.

Project: **STAN BRADEN**
Project Manager: **DAVID MILLER**
Project Designer: **DAVID MILLER**

Sheet Title: **3RD LEVEL
COMPOSITE BLDG PLAN**

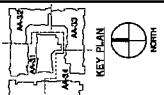
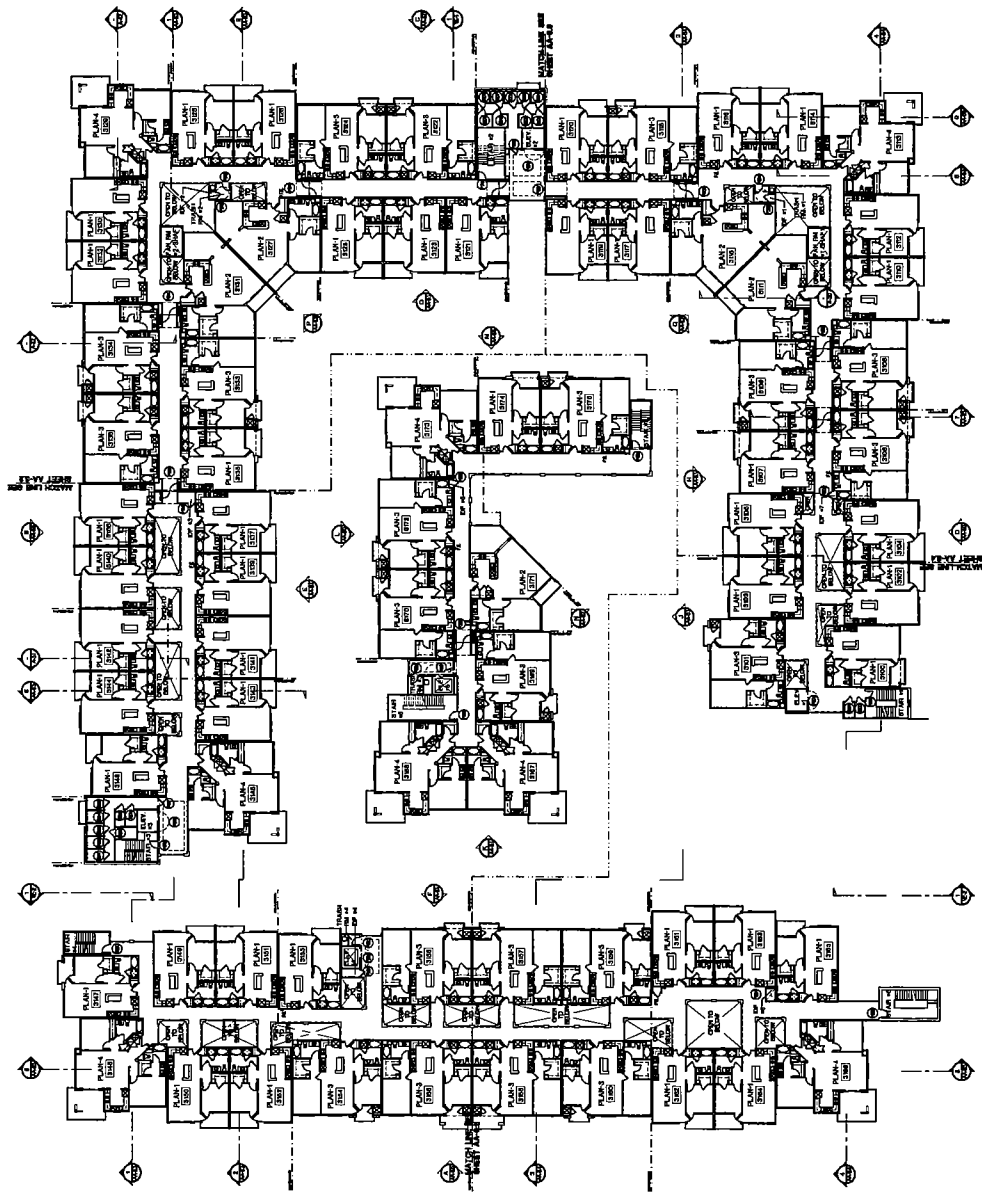
Sheet No.: **AA-3.0**

BUILDING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE AND ALL APPLICABLE LOCAL ORDINANCES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SAFETY CODE AND ALL APPLICABLE LOCAL ORDINANCES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENVIRONMENTAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HEALTH CARE CODE AND ALL APPLICABLE LOCAL ORDINANCES.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA EDUCATION CODE AND ALL APPLICABLE LOCAL ORDINANCES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA AGRICULTURE CODE AND ALL APPLICABLE LOCAL ORDINANCES.
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ACCESSIBILITY NOTES

1. ALL ACCESSIBLE ROUTES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL ACCESSIBLE ROUTES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
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3RD LEVEL COMPOSITE BLDG PLAN

SCALE: 1/8" = 1'-0"

1

No.	Date	Revised / Description
1	05/01/11	DESIGN REVIEW
2	05/01/11	DESIGN REVIEW
3	05/01/11	DESIGN REVIEW
4	05/01/11	DESIGN REVIEW
5	05/01/11	DESIGN REVIEW
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17	05/01/11	DESIGN REVIEW
18	05/01/11	DESIGN REVIEW
19	05/01/11	DESIGN REVIEW
20	05/01/11	DESIGN REVIEW



Comments:

Project:

LONG BEACH WEST GATEWAY

421 West Broadway
Long Beach, Ca

Lynn Realty Advisors, LLC
421 West Broadway
Long Beach, Ca 90802
Tel: 562.595.1111

2004171



KIO GROUP, INC.
10000 Wilshire Blvd.
Suite 1000
Beverly Hills, CA 90210
Tel: 310.277.1111
Fax: 310.277.1112
www.kiogroup.com

License No.:

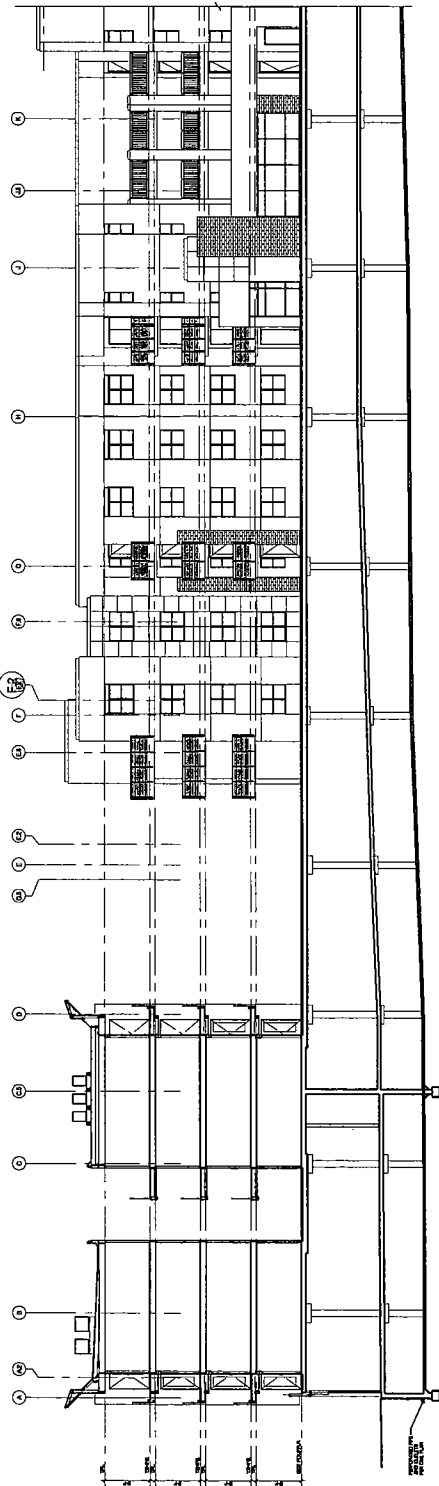
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Project Engineer: FRED WALTER
Project Manager: DAVID WILSON
Project Designer: DAVID WILSON

Sheet Title:

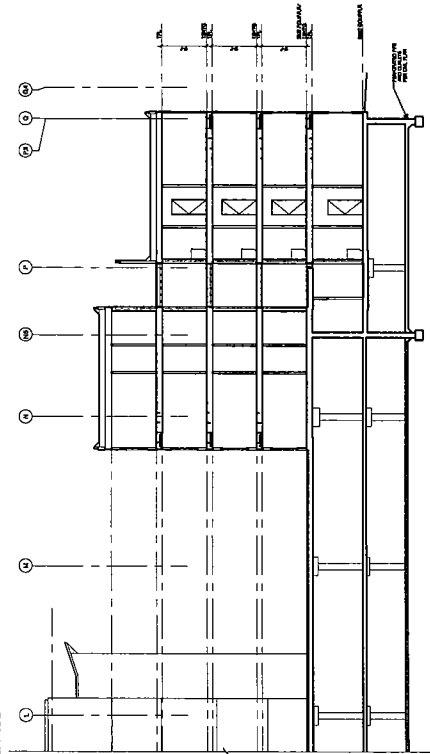
BUILDING SECTIONS

Sheet No.:

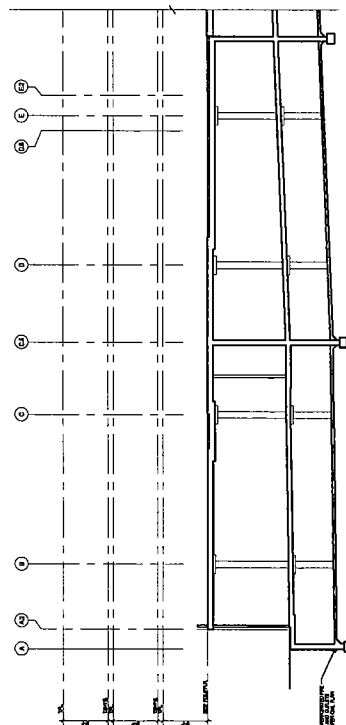
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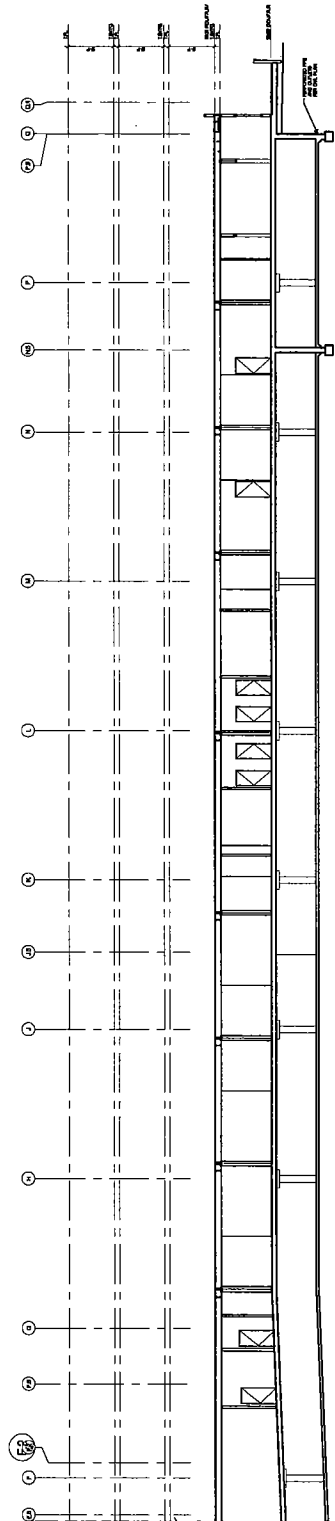
BUILDING SECTION 5 - LEFT SIDE



BUILDING SECTION 3 - LEFT SIDE



BUILDING SECTION 4 - LEFT SIDE



BUILDING SECTION 4 - RIGHT SIDE

BUILDING SECTIONS Scale: 1/8" = 1'-0"

1

Discussion

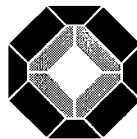
Abstract:

**LONG BEACH
WEST GATEWAY**

421 West Broadway
Long Beach, Ca

Lyon Realty Advisors, Inc.
465 WILCO STREET
NEWPORT BEACH, CA 92660

2004171



KTGY GROUP, INC.

700 MITCHELL SOUTH
MAYFIELD, CA 94568

Lyons, California

Journal Entry

Woodward,	STAN BRADEN
Project Director,	PIED WALTER
Project Manager,	DAVID WILKES

Test 2

EXTERIOR ELEVATIONS

•

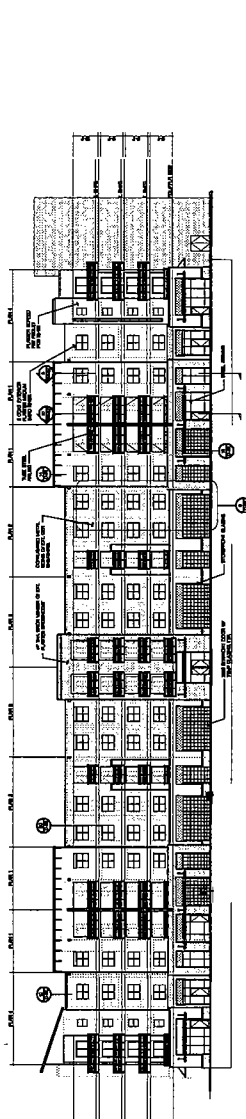
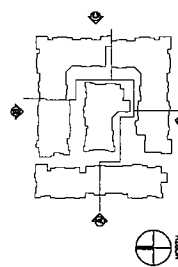
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ELEVATION NOTES

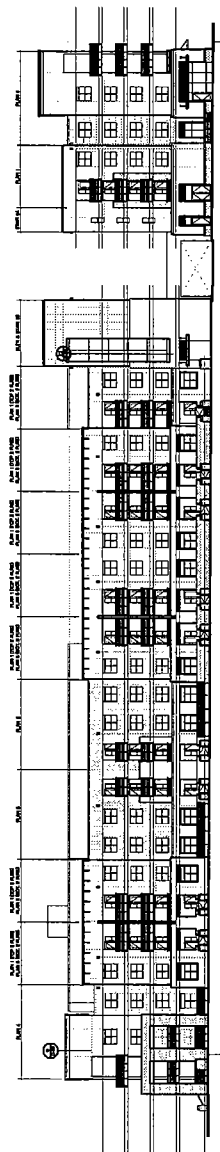
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Freming Notes

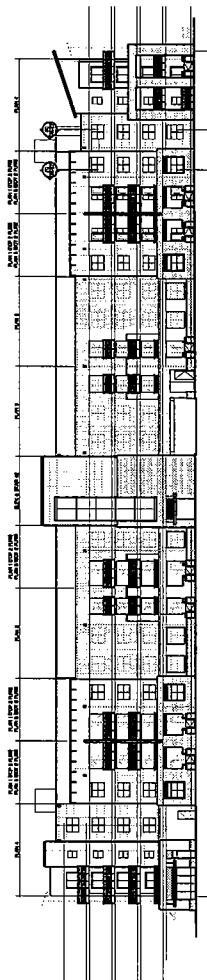
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- Diagram illustrating the roof assembly structure, showing layers from top to bottom: FLUOROPOLYMER MEMBRANE, POLYURETHANE INSULATION, WOOD DECKING, and CEMENT CONCRETE. The assembly is supported by a Vertical Wall and a Horizontal Wall.



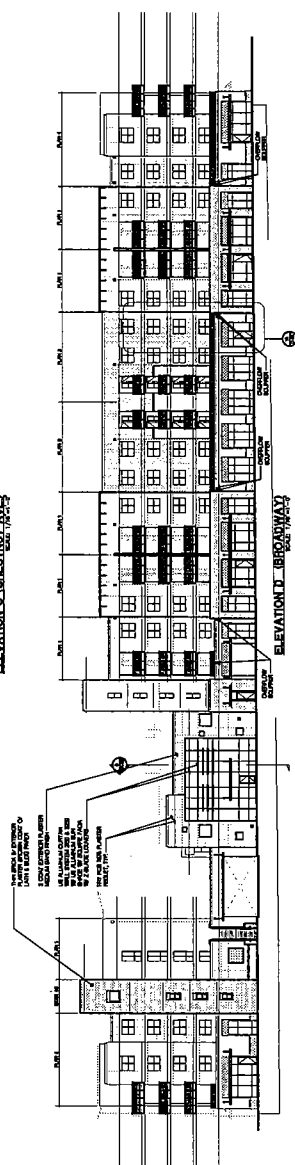
ELEVATION A (MAGNOLIA AVE.)



ELEVATION B (3RD STREET)



ELEVATION C (CHESTNUT AVE.)



ELEVATION D (BROADWAY)

NO.	DATE	REVISION / DESCRIPTION
1	01/11/17	ISSUED FOR PERMIT
2	02/01/17	REVISIONS TO PERMIT
3	02/01/17	REVISIONS TO PERMIT
4	02/01/17	REVISIONS TO PERMIT
5	02/01/17	REVISIONS TO PERMIT
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18	02/01/17	REVISIONS TO PERMIT
19	02/01/17	REVISIONS TO PERMIT
20	02/01/17	REVISIONS TO PERMIT



Comments:

Project:

**LONG BEACH
WEST GATEWAY**
421 West Broadway
Long Beach, Ca

Lynn Realty Advisors, Inc.
421 West Broadway
Long Beach, Ca 90802
Tel: 562.595.1111
Fax: 562.595.1112

2004171



KTOY GROUP, INC.
Architect
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310.274.1111
Fax: 310.274.1112
www.ktoygroup.com

License Range:

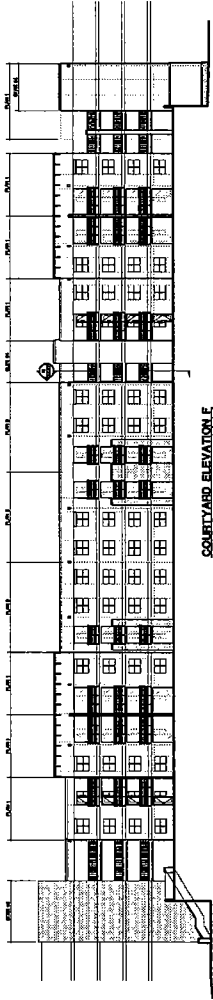
Project: 4
Project Designer: FRED WALTER
Project Manager: DAVID WILSON
Project Engineer:

Sheet Title:

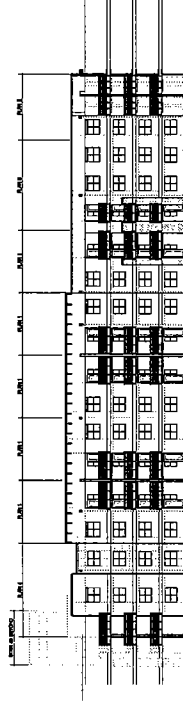
**COURTYARD
EXTERIOR ELEVATIONS**

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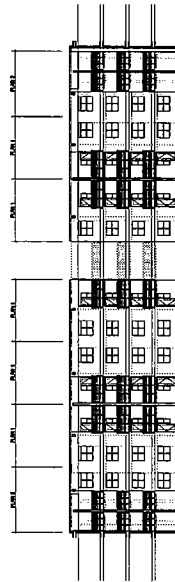
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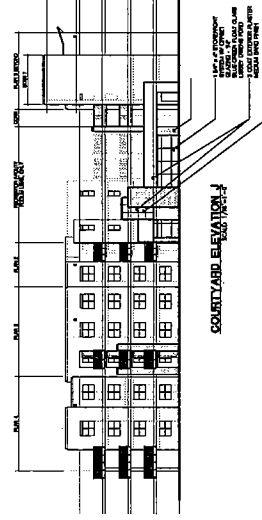
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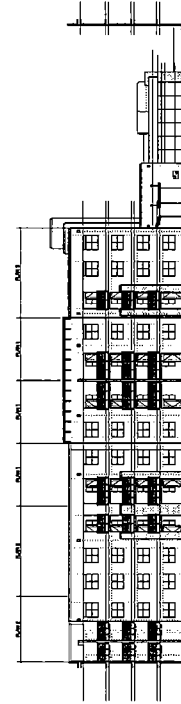
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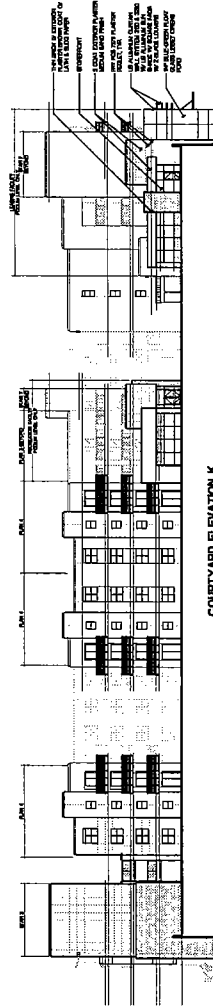
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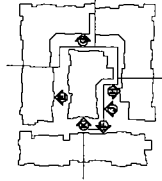
COURTYARD ELEVATION 4



COURTYARD ELEVATION 4



COURTYARD ELEVATION 5



NOT TO SCALE

No.	Notes / Description
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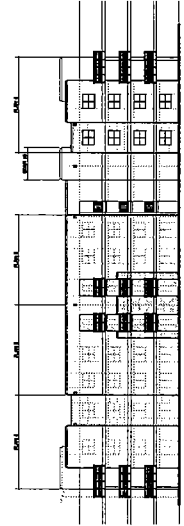
COURTYARD ELEVATION H



COURTYARD ELEVATION M



COURTYARD ELEVATION J



Project

LONG BEACH
WEST GATEWAY
421 West Broadway
Long Beach, Ca

Lynn Realty Advisors, Inc.
10000 WILSON AVENUE
SUITE 200
LONG BEACH, CA 90801
2004171



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ARCHITECTS
3000 WEST 10TH AVENUE
SUITE 200
DENVER, CO 80202
303.733.8888
www.ktyg.com

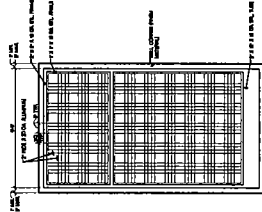
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Project
Project Owner
Project Manager
Project Designer

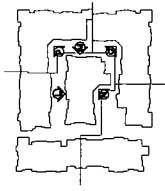
COURTYARD
ELEVATIONS

Sheet No.

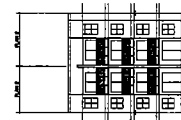
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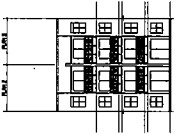
GARAGE CHIMNEY DETAIL



COURTYARD ELEVATION G



COURTYARD ELEVATION P



No.	Date	Issue / Description
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2	08/11/11	Issue 2: Design Development
3	08/11/11	Issue 3: Final Design
4	08/11/11	Issue 4: Construction Documents
5	08/11/11	Issue 5: Construction Documents
6	08/11/11	Issue 6: Construction Documents
7	08/11/11	Issue 7: Construction Documents
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19	08/11/11	Issue 19: Construction Documents
20	08/11/11	Issue 20: Construction Documents

LONG BEACH WEST GATEWAY
421 West Broadway
Long Beach, Ca

Client/Owner

Project

LONG BEACH WEST GATEWAY
421 West Broadway
Long Beach, Ca

LYNN REALTY ADVISORS, INC.
4000 WEST 10TH STREET, SUITE 100
LONG BEACH, CA 90803
TEL: 562.599.7400 FAX: 562.599.7401

2004171



KTYG GROUP, INC.
17000 BAYVIEW BLVD., SUITE 100
IRVINE, CA 92614
TEL: 949.261.1234 FAX: 949.261.1235
Irvine, California

License Number

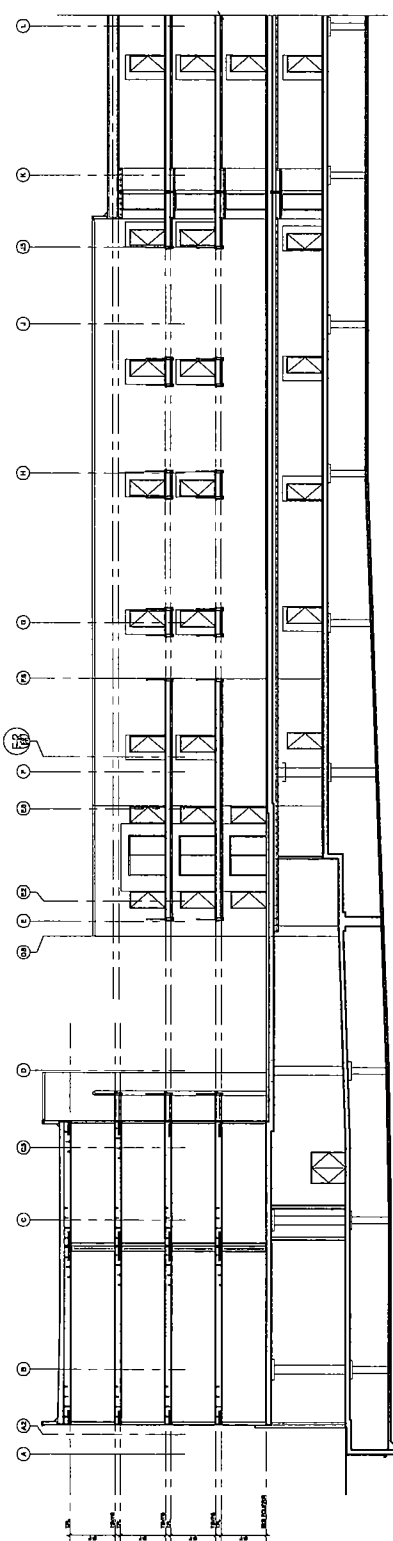
PROJECT: LONG BEACH WEST GATEWAY
PROJECT MANAGER: DAVID WALKER
PROJECT ENGINEER: DAVID WALKER

Sheet 1101

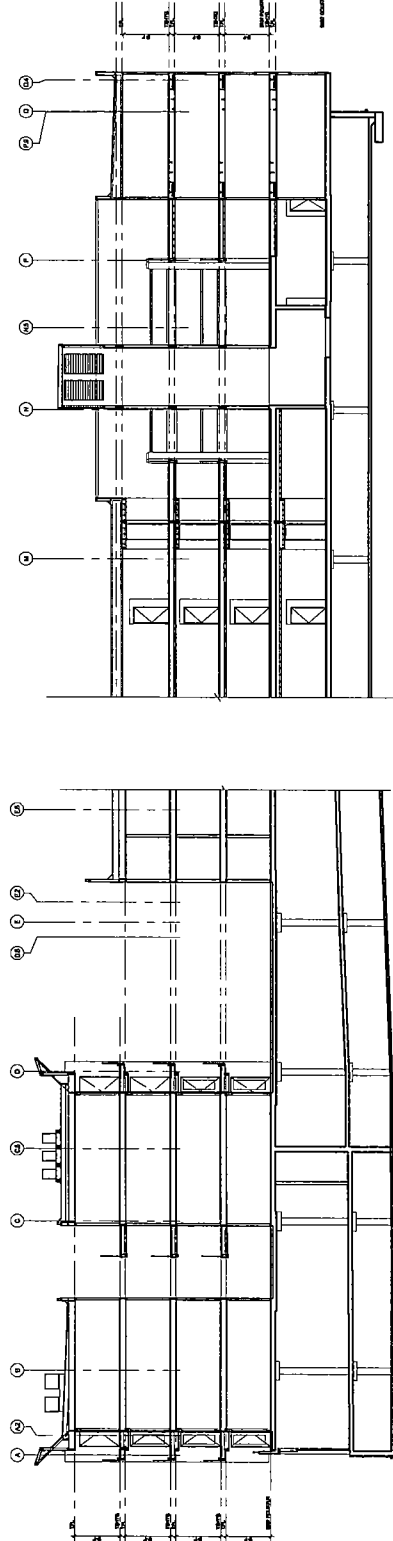
BUILDING SECTIONS

Sheet No.

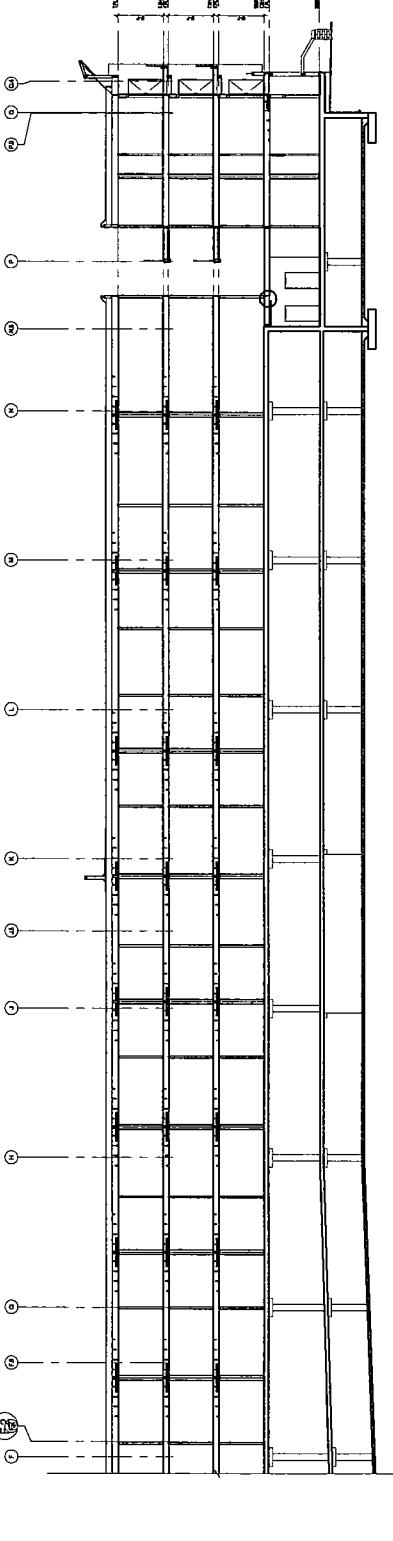
AA-6.3



BUILDING SECTION 1 - LEFT SIDE



BUILDING SECTION 2 - LEFT SIDE



BUILDING SECTION 1 - LEFT SIDE

BUILDING SECTION 2 - RIGHT SIDE

BUILDING SECTIONS | SCALE: 1/8" = 1'-0" | 11

No.	Date	Name / Description
1		GROUP DESIGN/REV. SET
2		GROUP CONSULT/REV. SET
3		GROUP DESIGN/REV. SET
4		GROUP DESIGN/REV. SET
5		GROUP DESIGN/REV. SET
6		GROUP DESIGN/REV. SET
7		GROUP DESIGN/REV. SET
8		GROUP DESIGN/REV. SET
9		GROUP DESIGN/REV. SET
10		GROUP DESIGN/REV. SET
11		GROUP DESIGN/REV. SET
12		GROUP DESIGN/REV. SET
13		GROUP DESIGN/REV. SET
14		GROUP DESIGN/REV. SET
15		GROUP DESIGN/REV. SET
16		GROUP DESIGN/REV. SET
17		GROUP DESIGN/REV. SET
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19		GROUP DESIGN/REV. SET
20		GROUP DESIGN/REV. SET

CONSTRUCTION

CONSTRUCTION

CONSTRUCTION

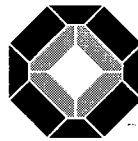
LONG BEACH
WEST GATEWAY

421 West Broadway
Long Beach, CA

LYON KELLY ARCHITECTS

ARCHITECTS

2004171



KRYON GROUP, INC.

10000 SOUTHWEST AVENUE
SUITE 200
LONG BEACH, CA 90803
TEL: (562) 433-1111
FAX: (562) 433-1112
WWW.KRYONGROUP.COM

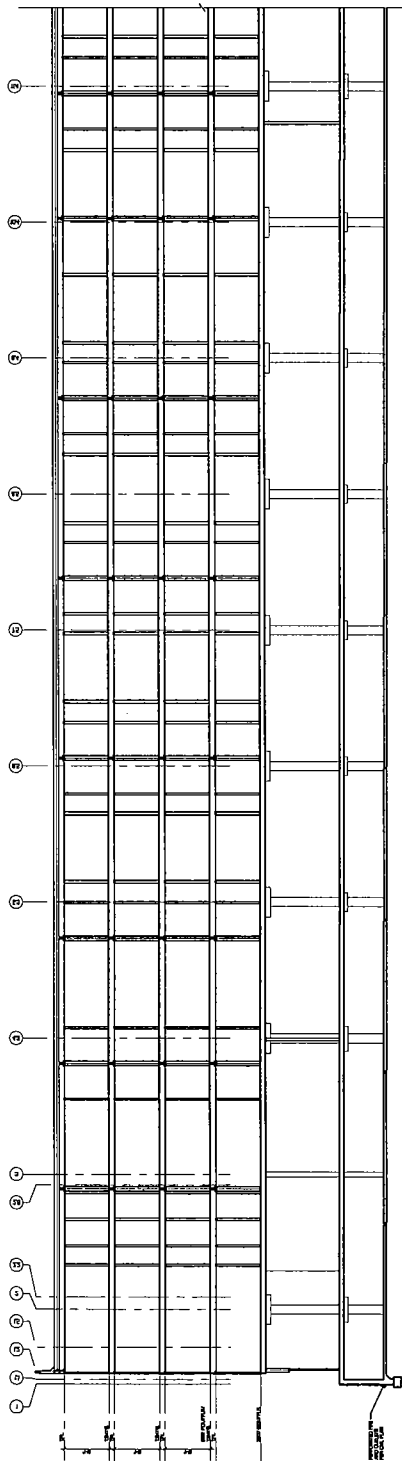
License Stamp

Principal: JEFFREY HANSEN
Project Designer: JEFFREY HANSEN
Project Designer: JEFFREY HANSEN

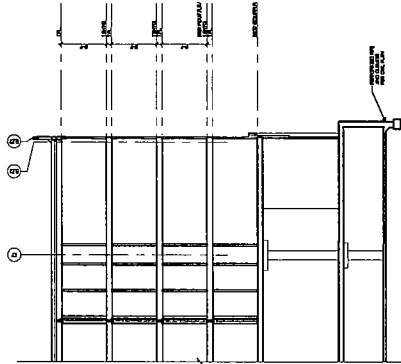
Sheet Title

BUILDING SECTIONS

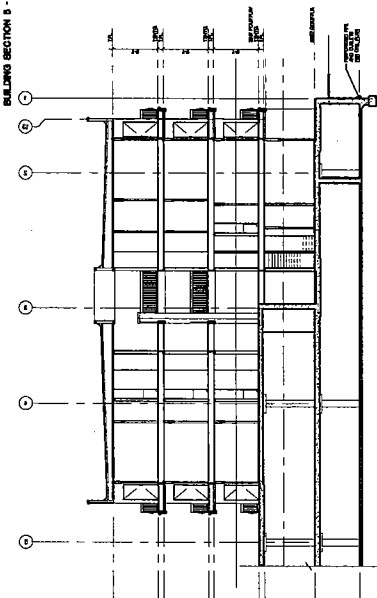
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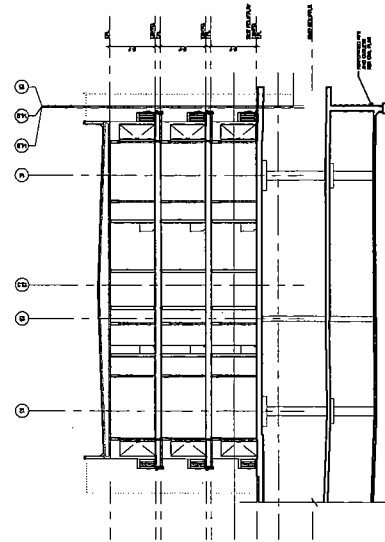
BUILDING SECTION 9 - LEFT SIDE



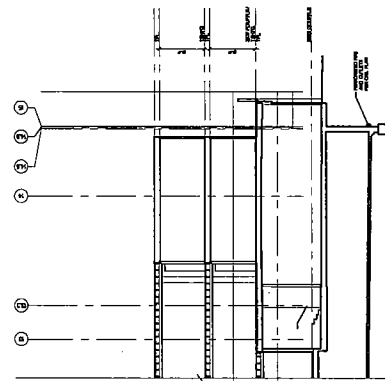
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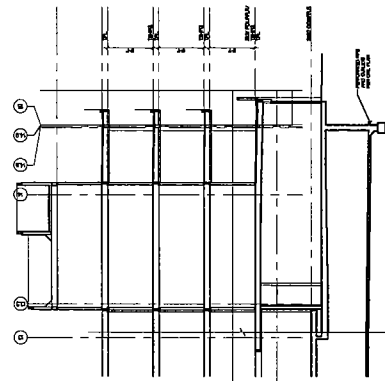
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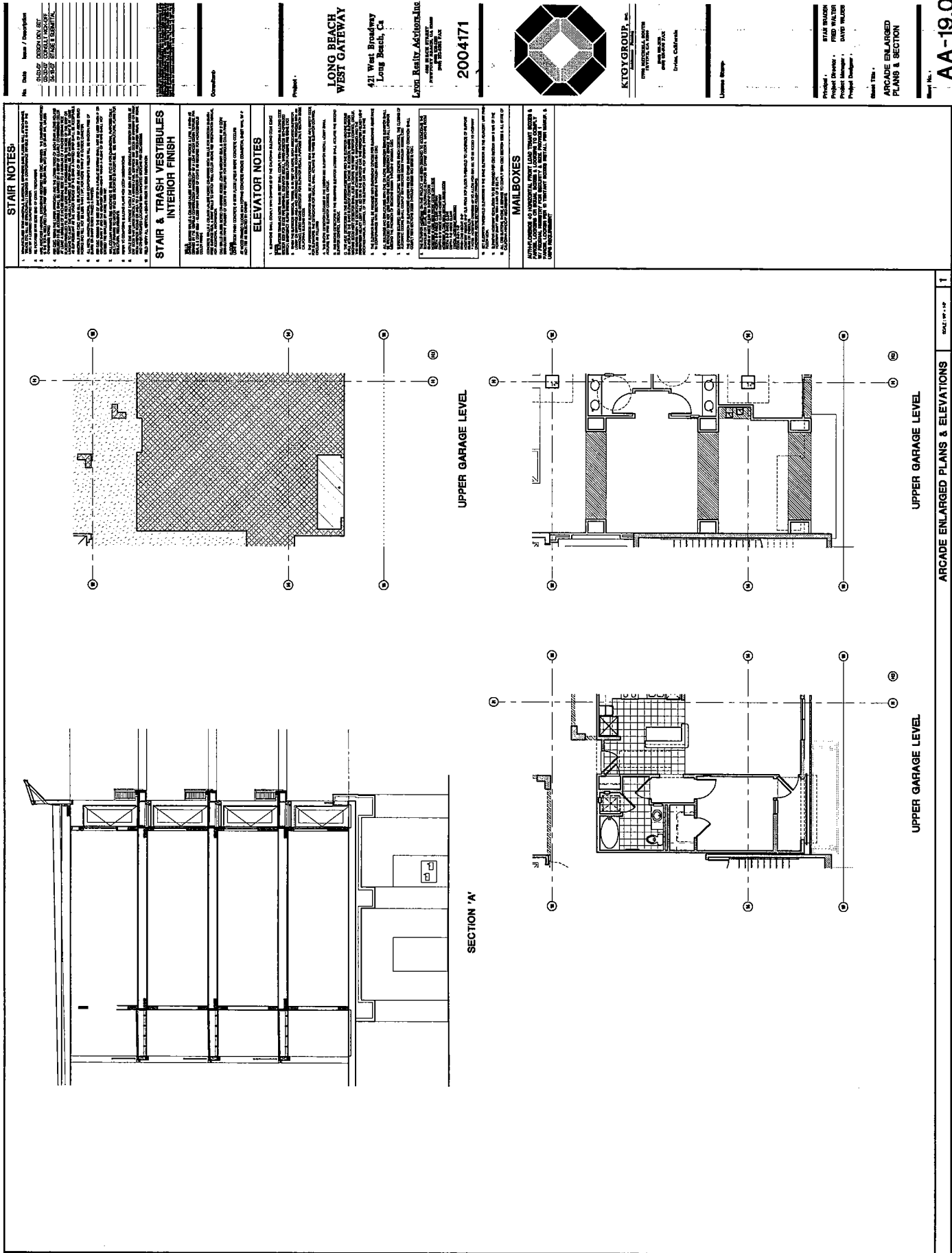
BUILDING SECTION 7



BUILDING SECTION 8



BUILDING SECTION 9



No.	Date	Notes / Description
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010104	02/01/10	CONCEPT
010105	02/01/10	CONCEPT
010106	02/01/10	CONCEPT
010107	02/01/10	CONCEPT
010108	02/01/10	CONCEPT
010109	02/01/10	CONCEPT
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010117	02/01/10	CONCEPT
010118	02/01/10	CONCEPT
010119	02/01/10	CONCEPT
010120	02/01/10	CONCEPT



010121

010122

010123

**LONG BEACH
WEST GATEWAY**
421 West Broadway
Long Beach, Ca

Lynn Realty Advisors Inc.
10000 Wilshire Blvd, Suite 1000
Beverly Hills, CA 90210
Tel: 310.277.1111
Fax: 310.277.1112
2004171



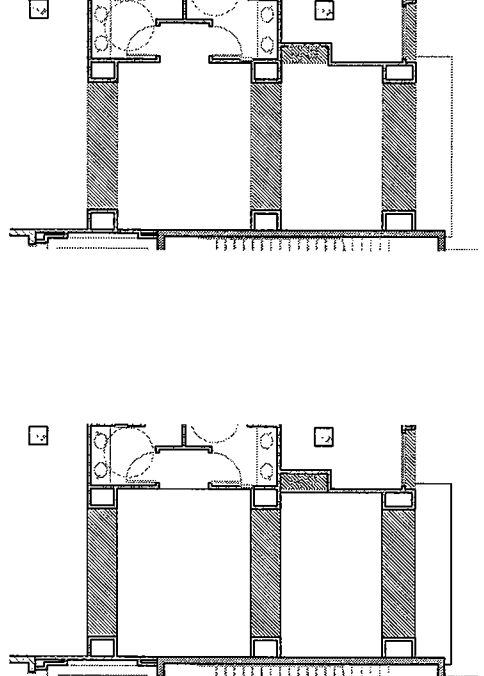
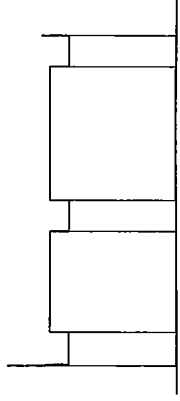
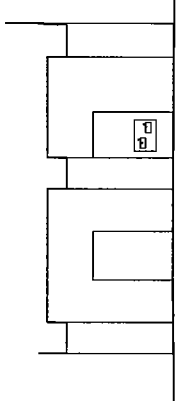
KTGY GROUP, INC.
1000 Wilshire Blvd, Suite 1000
Beverly Hills, CA 90210
Tel: 310.277.1111
Fax: 310.277.1112
Email: info@ktgy.com
Website: www.ktgy.com

License No.

Project: 2004171
Client: Lynn Realty Advisors Inc.
Project Manager: DAVID M. LEE
Project Designer: DAVID M. LEE

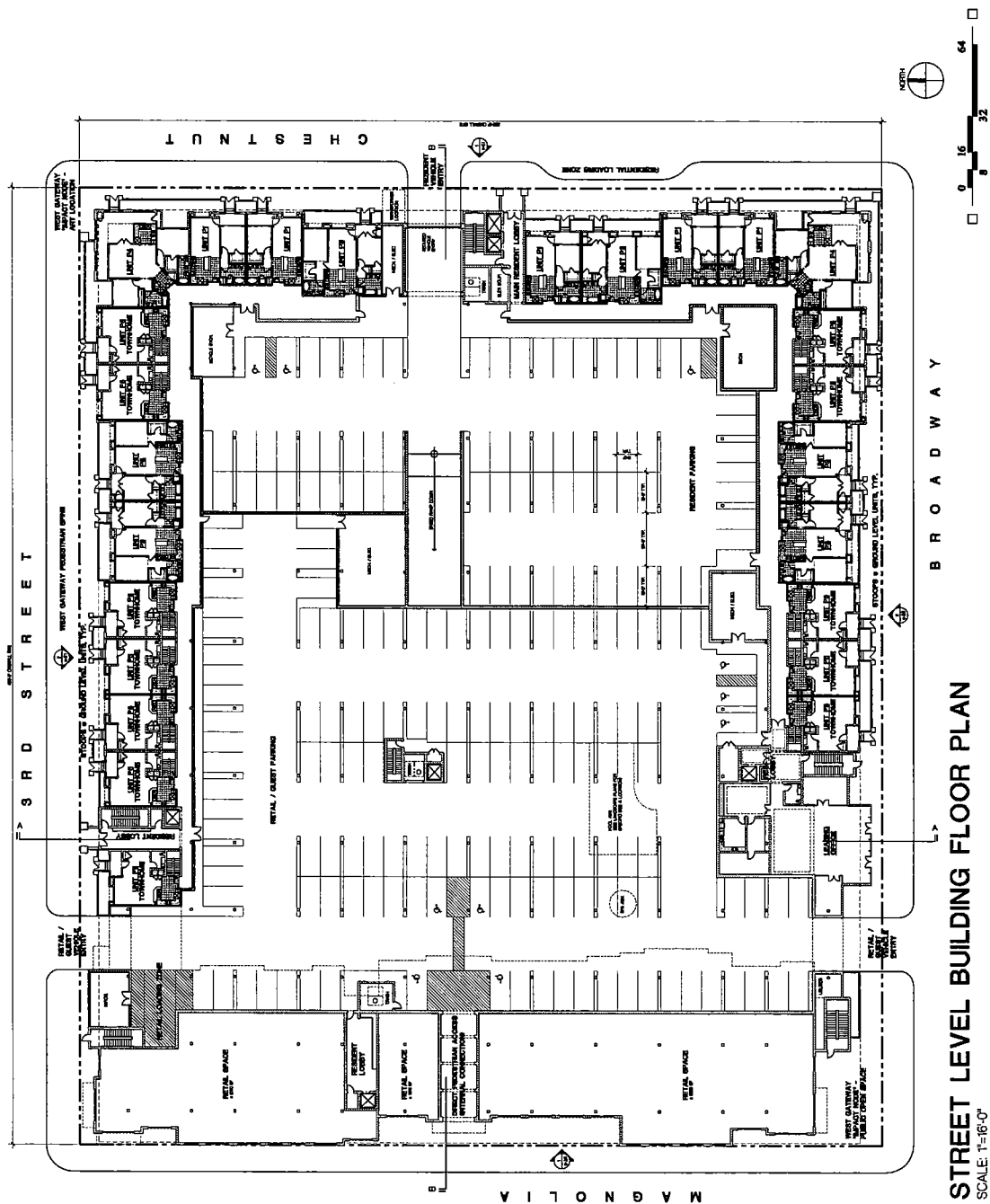
Sheet Title:
**ARCADE PAVING PLAN,
REFLECTED CEILING &
ELEVATIONS**

Sheet No.: **AA-19.1**



REFLECTED CEILING PLAN

PAVING PLAN



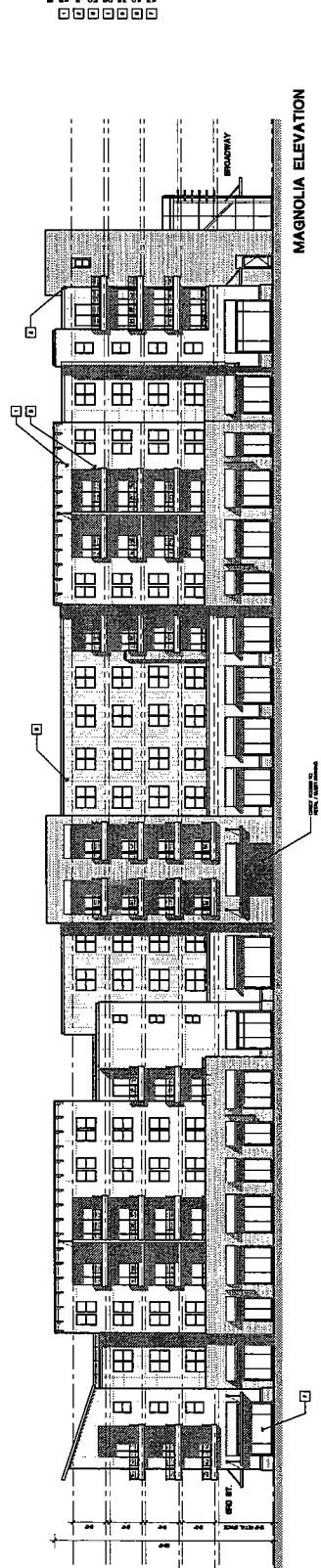
- EXTERIOR MATERIALS
- BRICK
 - STONE
 - CONCRETE
 - METAL
 - WOOD
 - GLASS
 - TERRAZZO
 - CERAMIC
 - PLASTER
 - PAINT

LYON REALTY
ADVISORS, INC.

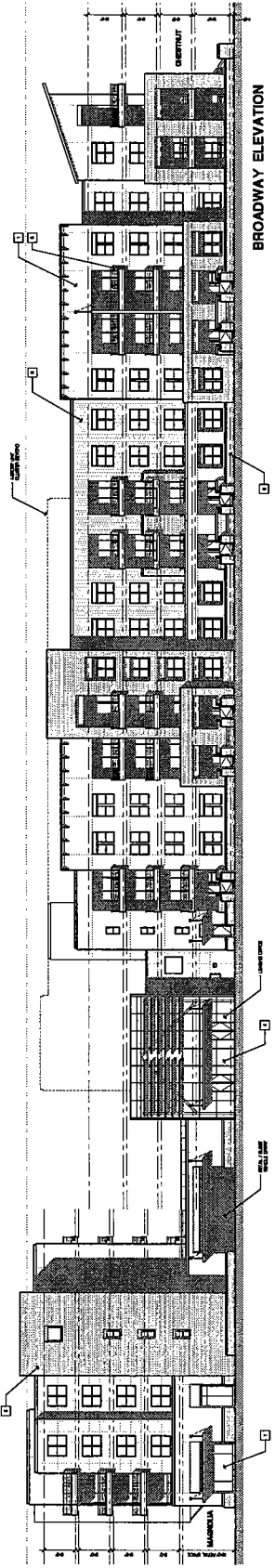
LONG BEACH WEST GATEWAY
Long Beach, California

AT&T GROUP
ARCHITECTS
1234 5th Ave.
Long Beach, CA 90802
(562) 599-1234

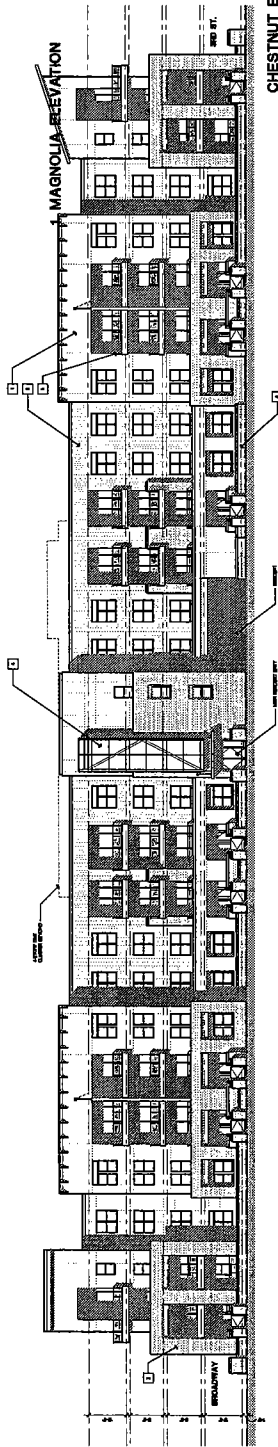
a-20
6/16/2000



MAGNOLIA ELEVATION

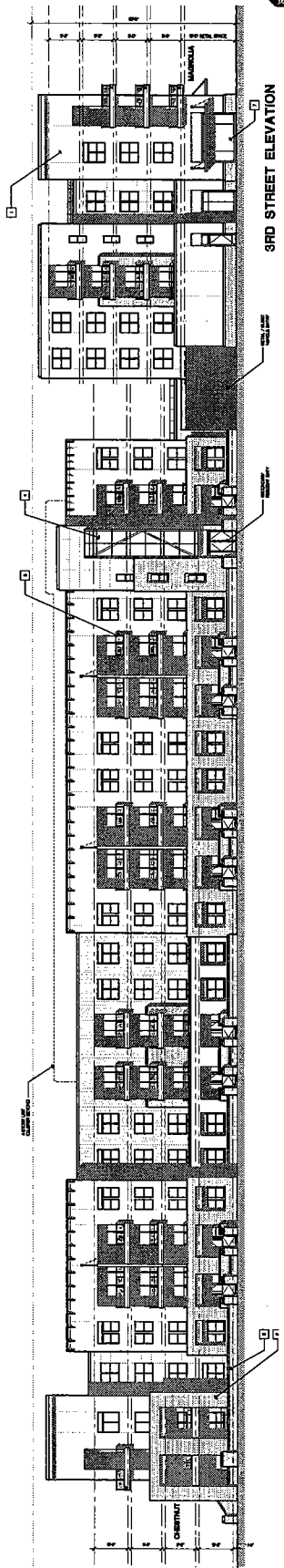


BROADWAY ELEVATION



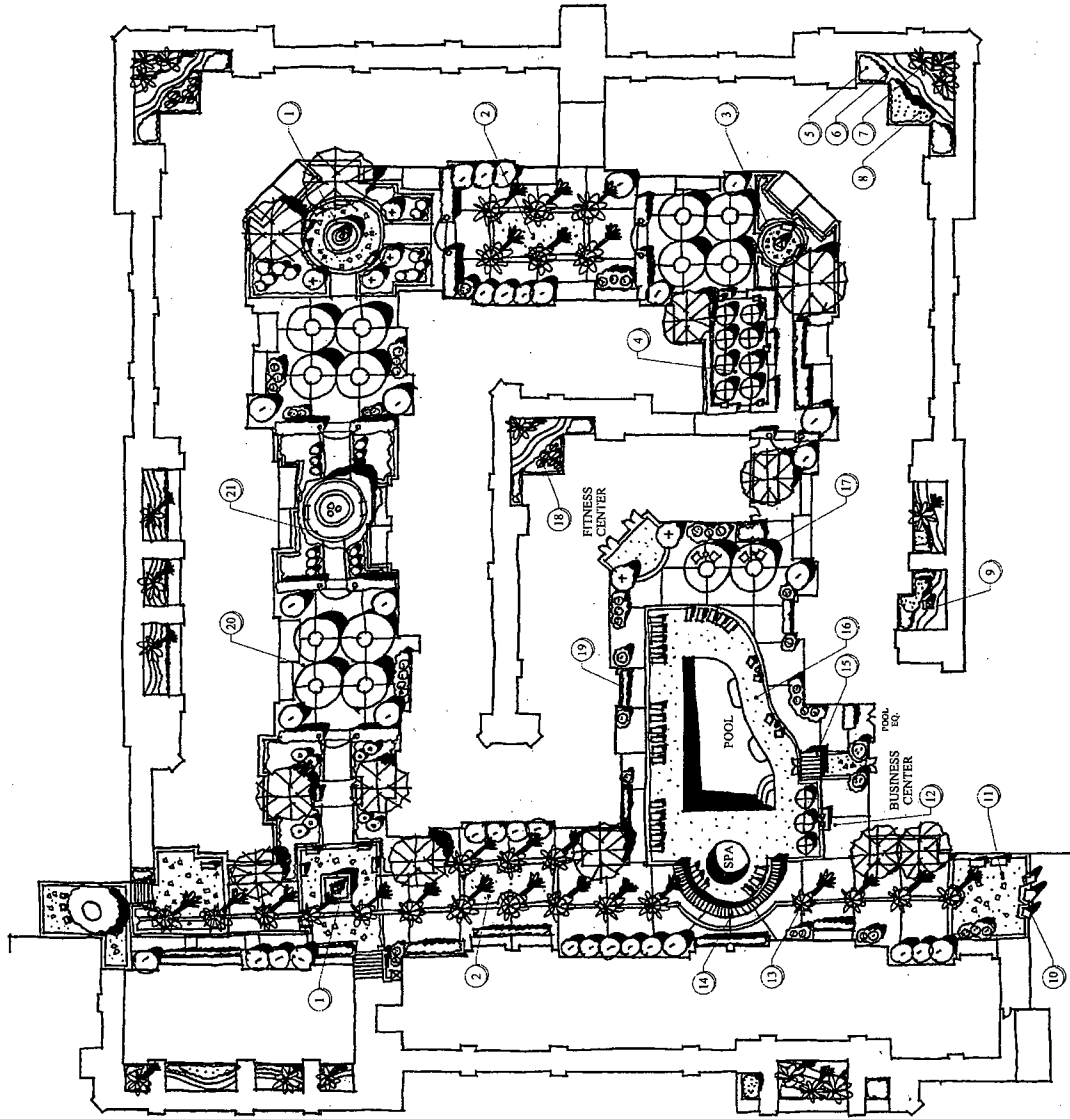
MAGNOLIA ELEVATION

CHESTNUT ELEVATION



3RD STREET ELEVATION

EXTERIOR ELEVATIONS
SCALE 3/32"=1'-0"

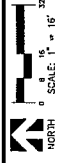


LEGEND

- 1 FOUNTAIN
- 2 TURF 'GREEN'
- 3 FOCAL ELEMENT
- 4 DINING COURT
- 5 SHRUB AREAS
- 6 CRUSHED GLASS OR COLORED TEA GRAVEL
- 7 PALMS
- 8 BAMBOO GARDEN
- 9 FOCAL ELEMENT
- 10 PUBLIC ART
- 11 GLASS EMBEDDED CONCRETE
- 12 BBQ AREA
- 13 PALM ARCADE
- 14 ARBOR
- 15 TRELLIS
- 16 ENHANCED CONCRETE PAVING
- 17 SEATING AREA
- 18 ROCK GARDEN
- 19 BUFFER PATIOS @ ACTIVE AREAS
- 20 HARDSCAPE COURT
- 21 GARDEN COURT

JON DAVID CICCETTI
LANDSCAPE ARCHITECTS
C/N 201
2000 BURNING OF ASHES RD
LONG BEACH, CA 90801
909 989-0880
909 989-0710 FAX

06/07/05



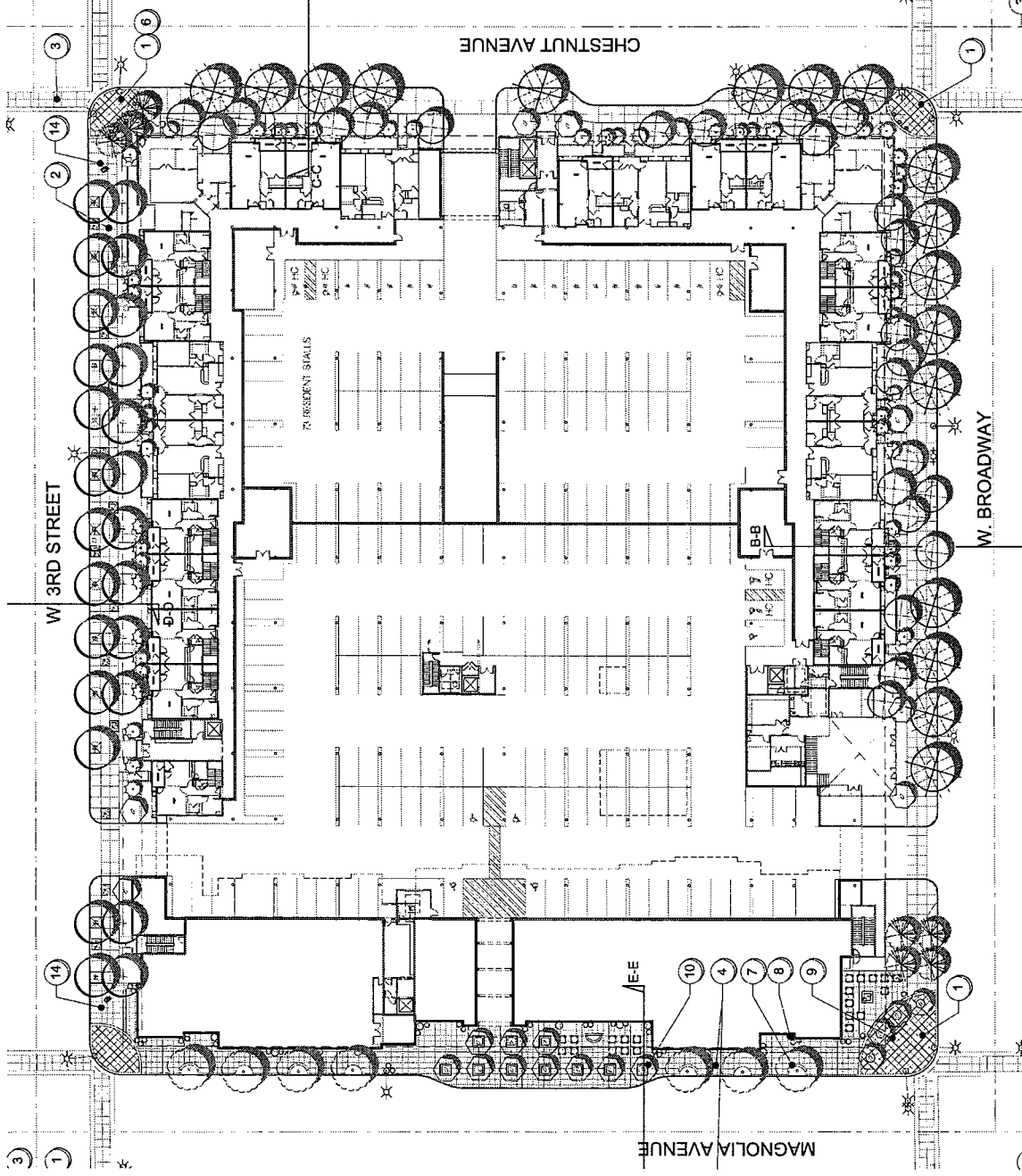
RDA STAGE 3 LANDSCAPE PLAN PODIUM LEVEL

LONG BEACH WEST GATEWAY
LYON REALTY ADVISORS

SHT L-1

- PROPOSED TREE PALETTE**
- LARGE, 18" CANOPY, DECIDUOUS TREE
PLATANUS AGRIFOLIA - LONDON PLANE TREE
 - TALL, VERTICAL, EVERGREEN TREE
(FRISTIANA LAURINA - IRISHMAE BOX)
 - MEDIUM, CANOPY, EVERGREEN TREE
(MAGNOLIA GRANDIFLORA - SAMUEL JOHNSON)
 - MEDIUM, CANOPY, DECIDUOUS TREE
(TABERNAEMONTANA - PINK TRUMPET TREE)
 - LARGE, CANOPY, DECIDUOUS, EVERGREEN TREE
(ROSEBUTTA PANICULATA - GOLDEN RAIN TREE)
 - SMALL, DECIDUOUS & EVERGREEN ACCENT TREES
PYRUS - ORNAMENTAL PEAR
 - VERTICAL PROSTATE TREE
 - SMALL, UPRIGHT TREE

- LEGEND**
- 1 NATURAL COLOR CONCRETE WITH 2 SCORING PATTERN, BROWN FINISH AND CONCRETE BAND, (TYPICAL)
 - 2 NATURAL COLOR CONCRETE WITH APPROX. 8 SCORING PATTERN AND BROWN FINISH, (TYPICAL)
 - 3 INTEGRAL COLOR CONCRETE WITH 3 SCORING PATTERN, BROWN FINISH AND 18" NATURAL COLOR CONCRETE BAND, (TYPICAL)
 - 4 INTEGRAL COLOR CONCRETE WITH 2 SCORING PATTERN AND SANDBLAST FINISH, (TYPICAL)
 - 5 TURF PARKWAY
 - 6 12" 8" x 16" SEAT BALLARDS
 - 7 12" WIDE SEAT WALL
 - 8 DECORATIVE PLANTER POTS
 - 9 MONUMENT SIGN
 - 10 RAISED PLANTER
 - 11 PUBLIC ART ELEMENT ON UPPER DECK TRELLIS.
 - 12 PUBLIC ART ELEMENT ON BUILDING COLUMN THAT "SPILLS OUT" ONTO PAVING.
 - 13 PUBLIC ART ELEMENT ON PODIUM LEVEL @ RAILING
 - 14 PUBLIC ART ELEMENT RUNNING THRU OUT PEDESTRIAN SPINE.



JON DAVID CICCCHETTI
LANDSCAPE ARCHITECTS
ON 281
2780 E. SPRING ST. SUITE 10
LONG BEACH, CA 90805
562-595-8850
562-595-8870 FAX

06/07/05
SHT L-2

RDA STAGE 3 STREETSCAPE PLAN

LONG BEACH WEST GATEWAY
LYON REALTY ADVISORS

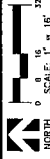


Exhibit C

Environmental Impact Report

[Available to the public upon request.]

**SUMMARY REPORT PURSUANT TO
SECTION 33433
OF THE
CALIFORNIA HEALTH AND SAFETY CODE
ON A
DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH
AND
LYON WEST GATEWAY, L.L.C.**

The following Summary Report has been prepared pursuant to Section 33433 of the California Health and Safety Code. The report sets forth certain details of the proposed Disposition and Development Agreement (Agreement) between the Redevelopment Agency of the City of Long Beach (Agency) and Lyon West Gateway, L.L.C. (Developer). The purpose of the Agreement is to effectuate the Downtown Long Beach Redevelopment Project Area (Project Area).

The Agreement requires the Agency to convey the subject site to the Developer at fair market value for the redevelopment of a residential apartment complex with ground floor retail and code required parking (Project). The Project will be developed on the City block bounded by West Broadway, Magnolia Avenue, West 3rd Street, and Chestnut Avenue (Site) in the City of Long Beach (City). The Site totals 154,202 square feet, of which a portion is owned by the Agency (Agency Parcels); the remainder of the Site consists of an alleyway (Vacation Parcel).

The following Summary Report is based upon information contained within the Agreement, and is organized into the following seven sections:

- I. Salient Points of the Agreement:** This section summarizes the major responsibilities imposed on the Developer and the Agency by the Agreement.
- II. Cost of the Agreement to the Agency:** This section details the total cost to the Agency associated with implementing the Agreement.
- III. Estimated Value of the Interests to be Conveyed Determined at the Highest Use Permitted under the Redevelopment Plan:** This section estimates the value of the interests to be conveyed determined at the highest use permitted under the Site's existing zoning and the requirements imposed by the Downtown Long Beach Redevelopment Plan.
- IV. Estimated Reuse Value of the Interests to be Conveyed:** This section summarizes the valuation estimate for the Site based on the required scope of development and the other conditions and covenants required by the Agreement.

- V. Consideration Received and Comparison with the Established Value:** This section describes the compensation to be received by the Agency and explains any difference between the compensation to be received and the established highest and best use value of the Site.
- VI. Blight Elimination:** This section describes the existing blighting conditions on the Site, and explains how the Agreement will assist in alleviating the blighting influence.
- VII. Conformance with the AB1290 Implementation Plan:** This section describes how the Agreement achieves goals identified in the Agency's adopted AB1290 Implementation Plan.

This report and the Agreement are to be made available for public inspection prior to the approval of the Agreement.

I. SALIENT POINTS OF THE AGREEMENT

A. Land Acquisition

The Agency acquired the Agency Parcels prior to the date of the Agreement with Agency funds for redevelopment purposes. The Site was not purchased at the request or benefit of the Developer. With regard to the Vacation Parcels, the Agency intendeds to use its best efforts to accomplish the following:

1. Vacate all public rights of way within the Site;
2. Cause utility easements, other easements or rights to be released as necessary to facilitate the development of the Project;
3. Release any easements or other rights or claims by adjacent property owners; and
4. Cooperate in obtaining the release, extinguishment, or acquisition of conditions, covenants, use restrictions, easements or other rights from third parties.

B. Project Description

The Site is almost entirely undeveloped and is currently being used as surface parking. Additional uses on the Site include an automotive shop, a Bail Bonds business, a basketball court and "tot lot". The businesses will be relocated and have been offered relocation assistance and benefits by the Agency.

The Project is intended to be a private development project, with no payments or subsidies of public funds made to the Developer. Further, the Developer is not relying on the payment of any governmental funds for the development of the Project on the Site.

C. Scope of Development

The "Scope of Development" defined in the Agreement includes the following:

1. Residential Component:

- a. Two-hundred and ninety-one (291) market rate rental units, which equates to a density of 82 units per acre. The Project will include sustainable design features acceptable to the Developer.
- b. The proposed unit mix, which totals 265,517 square feet of gross living area (GLA) , is as follows:

	Number of Units	Unit Size Square Feet
Plan 1 – 1Bedroom/1Bath	144	715
Plan 2 – 1 Bedroom/1Bath	20	1,121
Plan 3 – 2 Bedroom/2 Bath	83	1,051
Plan 4 – 2 Bedroom/2Bath	32	1,144
Plan 5 – 2 Bedroom/2.5 Bath	12	1,358
Totals and Weighted Average	291	912

- c. A total of 2,184 square feet is allocated for an exercise area, club room, kitchen, storage and women and men's bathrooms.
 - d. An additional 3,414 square feet is allocated to a conference center, foyer, lobby, business center, leasing office, break room and storage.
 - e. The total residential gross building area (GBA) equals 271,115 square feet.
2. Commercial Component: A total of 15,812 square feet of GLA will be incorporated into the Project as ground floor retail space located in three areas along Magnolia Avenue and West Broadway.
3. Parking Component: Parking for the residential and retail component is provided through above grade and subterranean parking. The parking area is allocated as follows:
 - a. 502 residential tenant secured parking spaces;

- b. 74 residential guest parking spaces; and
 - c. 62 retail parking spaces at grade
4. Public Improvements:
- a. The Developer will participate in the preparation of a master plan for the area between West 3rd Street, Maine Avenue, West 4th Street and Chestnut Avenue for the construction and installation of curbs, gutters, streetscape and landscaping.

D. Developer Responsibilities

The Agreement requires the Developer to accept the following responsibilities:

1. The Developer will purchase the Site for \$5.70 million, or \$37 per square feet of Land Area (Purchase Price). The payment of the Purchase Price will be provided as follows:
 - a. An initial deposit of \$2.0 million will be paid to the Agency within ten (10) days after both the Agency and City approve the Agreement;
 - b. Within two business days following the Agency's execution and delivery of the Agreement, the Developer will deposit \$75,000 as a performance deposit (Performance Deposit); and
 - c. A deposit for the balance of the Purchase Price will be provided to Fidelity National Title Insurance (Escrow Agency) prior to Closing.
2. Prior to the negotiation of the Agreement, the Developer entered into an exclusive negotiation agreement (ENA) and deposited \$50,000 as a Good Faith Deposit; Developer acknowledges that \$25,000 of the Good Faith Deposit is non-refundable.
3. The Developer acknowledges and agrees that they are purchasing the Site on an "As Is With All Faults" basis.
4. The Developer agrees that the Site will be used for the proposed development of the Site and not for speculation in landholding; no voluntary or involuntary successor in interest of the Developer will acquire any right or powers under the Agreement.
5. The Developer must fulfill the following obligations prior to the conveyance of the Site:
 - a. Approve the environmental, geological and soils conditions of the Site, including any mitigation measures and monitoring requirements required by the Agency;
 - b. Approve the General Plan and City's zoning as it affects the Site;

- c. Come to agreement with the Agency on a Pro Forma Title Report for the Site;
 - d. Accept fee ownership of the Site, in doing so, the Developer agrees to take title of the Site, subject to all liens, encumbrances, and other matters pertaining to the Site as stated in the Title Report;
 - e. Execute and deliver to the Agency, in recordable form, the Grant Deed and the Agreement Containing Covenants;
 - f. Provide Agency with proof of commercial general liability, commercial automobile liability, "All Risk", earthquake and flood insurance; all contractors and subcontractors must adhere to the Agency's insurance requirements;
 - g. Obtain concurrently with the Close of Escrow a building permit;
 - h. Provide Agency with evidence that the Developer has the financing necessary for the acquisition and development of the Site; and
 - i. Not be in default under this Agreement.
6. The Developer will pay in escrow to the Escrow Agency the following:
- a. One-half of the escrow fees;
 - b. A portion of the premium for the title insurance policy, including additional premiums and extended coverage or special endorsements; and
 - c. Recording of fees as appropriate.
7. The Developer affirms that they have received and reviewed all Disclosure Statutes and Reports.
8. The Developer, after the Close of Escrow, waives its right to recover from, and forever release and discharge the Agency and Agency's affiliates from any and all liabilities, damages, penalties, costs or expenses related to the physical or environmental condition of the Site.
9. The Developer is solely responsible, at its expense, to determine the suitability of the Site for the proposed Project.
10. The Developer, at its sole expense, will exert its best efforts to secure zoning at the time of conveyance, to permit development and construction of improvements on the Site in accordance with the Scope of Development.

11. The Developer will pay all costs associated with any change in zoning or the cost of obtaining any permits from the City.
12. The Developer will develop the Site in accordance with the Scope of Development, it will include sustainable design features, and it will be developed within the times specified in the Schedule of Performance. Prior to the recordation of the Certificate of Completion (COC) the Developer will not substantially change the Site plan, building design, proposed use, or proposed occupancy of the Site without approval from the Agency.
13. The Developer agrees to maintain the Site including the immediately surrounding area to the curb line in a clean and attractive condition at all times.
14. The Developer will grant the Agency the right to approve and disapprove the proposed initial tenants for the commercial portion of the Project and the Developer will make its best effort to lease the commercial space to quality urban retail stores, similar to those found at the intersection of Broadway and Redondo Avenue.
15. The Developer, at its sole cost, will develop plans and specifications, select a contractor, in accordance with the City's public bidding procedures, and pay prevailing wages for all Off-Site Work. The Off-Site Work will not exceed \$364,000.
16. The Developer, its contractors and subcontractors, must utilize the City's Workforce Development Bureau in their hiring programs in connection with the development of the Project. Upon issuance of the COC, the Developer will provide the Agency with a report setting forth its compliance with this requirement.
17. The Developer will carry out the construction of the Project in compliance with all federal and state labor standards. Prevailing wages must be paid for all portions of the Project for which it is required. Payroll information from the Developer, its contractors and subcontractors must be made available to the Agency, upon request, within ten (10) days. Furthermore, the Developer will indemnify the Agency against any assertions against the Developer's compliance with applicable prevailing wage, and federal and state labor laws.
18. The Developer recognizes that the Agency is only capable of requesting the City to vacate a public right of way, the final determination will be made by the City.
19. Prior to the COC, the Developer will not transfer or convey any part or the whole Site or the structure, except as required for any reasonable financing method utilized to secure loans to acquire the Site or construct the Project. After the issuance of the COC, the Developer will only sell or transfer the Site as whole and is not permitted to subdivide the Site for 15 years. Additionally, no transfer or assignment will relieve the Developer or any other party from any obligations under the Agreement.

20. The Developer agrees that there will be no discrimination against or segregation against any person or group of persons in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site; and agrees to comply with the Americans with Disabilities Act (ADA) and will indemnify and hold harmless the Agency and City for any liability that arises for failure to comply.
21. The Developer agrees that the Taxable Assessed Value used by the Los Angeles County Tax Assessor will be the greater of the following:
 - a. The existing Taxable Assessed Value of the Project as determined by the Assessor; or
 - b. The sum of the Purchase Price, plus the value of the building to be constructed.
22. The Developer agrees to pay the property taxes levied upon the Project and will not protest, appeal, or attempt to low the Taxable Assessed Value of the Project.
23. The Developer will have the right to terminate the Agreement in the event of the following:
 - a. The Agency does not sign the Agreement within 60 days after the date of signature by the Developer; or
 - b. The Agency does not tender conveyance of the Site in the condition, manner and date of the Agreement; or
 - c. The Site, prior to the Close of Escrow, is deemed to contain contaminants in the soils in excess of levels acceptable and/or the geologic conditions of the Site are not acceptable to the Developer.

Termination of the Agreement based on one or more of the items listed above, will require the Agency to return to the Developer the Performance Deposit and the Initial Deposit.

24. The return of the Performance Deposit will be subject to the following:
 - a. If the Developer fails to commence construction pursuant to the Schedule of Performance, the Agency will retain \$10,000 from the Performance Deposit.
 - b. The Develop will comply with the City's permitted hours of construction. If the Developer is found in violation of order, on the third violation, the Agency will retain \$50,000 from the Performance Deposit.

- c. If the Developer fails to complete construction in the timeframe set forth in the Schedule of Performance, the Agency will retain \$5,000 from the Performance Deposit or every thirty days completion of the Project is delayed.
- 25. The Developer in accordance with the "Percent for Public Art Guidelines" will pay the Agency a public art fee of \$607,416.
- 26. The Developer will work with the Agency, its architect and other developers of the Agency-owned property to prepare a master plan for the construction and installation of curbs, gutters, streetscape and landscaping. The Developer will be responsible for the construction and supervision of the Master Plan Public Improvements.
- 27. The Developer, at any time, may decide to include residential units within the Project available for rent to very-low, low and/or moderate income households at affordable housing costs per California Health and Safety Code Section (Section) 50105.
- 28. The Developer acknowledges that the Site will be restricted by covenant to rental apartments for a period of 15 years commencing the date the COC is issued. The Developer may obtain all governmental approvals and entitlements to sell condominium units at the Project during the 15-year period following the issuance of the COC; however, the Developer may not sell more than one condominium unit at the Project during the 15-year covenant period.

E. Agency Responsibilities

The Agreement imposes the following responsibilities on the Agency:

- 1. The Agency will sell the Site for \$5.70 million, or \$37 per square foot of Land Area (Purchase Price).
- 2. The Agency must fulfill the following obligations prior to the conveyance of the Site:
 - a. Approve the Site plan, schematic drawings and related documents for the development of the Project;
 - b. Come to agreement with the Developer on the Pro Forma Title Report for the Site;
 - c. Execute and deliver to the Escrow Holder the Grant Deed and the Agreement of Containing Covenants, in a recordable form;
 - d. Obtain release of the Vacant Parcels; and
 - e. Not be in default of the Agreement.

3. The Agency will be responsible for paying all costs to acquire the Site, including the Purchase Price, closing costs, and relocation costs for any and all displaced persons.
4. The Agency will pay in escrow to the Escrow Agent the following:
 - a. One-half of the escrow fee;
 - b. Recording fees as appropriate;
 - c. Notary fees;
 - d. The premium for a CLTA standard owner's policy of title insurance; and
 - e. Any State, County or City documentary stamps or transfer tax.
5. The Agency will approve or disapprove plans, drawings and related documents within the time set forth in the Schedule of Performance.
6. The Agency will have the right to review the Developer's plans, specifications, and drawings to monitor conformity to and compliance with the Schedule of Performance and the design and exterior architectural treatment selected by the Developer.
7. If required, the Agency will utilize the Good Faith Deposit to prepare all proper environmental documents under the California Environmental Quality Act.
8. The Agency will be provided the time and opportunity to review and approve the plans and specification for the Off-Site Work.
9. The Agency will pay the amount of excess of the Off-Site Threshold (\$365,000), to the Developer within 15 days after the date of the invoice, amounts not paid when due will bear a 7% interest rate per annum from the due date.
10. If the Agreement is terminated for reasons stimulated in the Agreement, the Agency will reimburse the Developer for the Off-Site Work, at an interest rate of 3% per annum from the date of payment by the Developer.
11. The Agency will deliver any notice or demand regarding the breach or default of any section of the Agreement to the Developer and each holder of record of any mortgage, deed of trust or other security interest.
12. The Agency may purchase the mortgage, deed of trust or other security interest in the Site after the Developer has been in default for three months.
13. Prior to the COC, and in the event that the Developer is in default or breach of a mortgage, deed of trust or other security interest, and the security interest has not

exercised its option to construct, the Agency may cure the default. In this event, the Agency will be entitled to reimbursement the Developer for all costs and expenses incurred in curing the default.

14. The Agency will have the right to reenter and take possession of the Site with all improvements, and terminate and revest the estate, if after conveyance of title or before the issuance of the COC, if the Developer does one or more of the following:
 - a. Fails to begin construction of the Project within 90 day of receiving notice for the Agency to proceed; or
 - b. Abandons or suspends construction of the Project for 90 days without providing written notice to the Agency; or
 - c. Transfers, or suffers an involuntary transfer of the Site.
15. If the Developer elects to sell condominiums after the 15-year covenant period, the Agency may do the following:
 - a. Decide to purchase not more than 5% of the residential units within the Project at a price equal to the fair market value; or
 - b. Decide upon payment of an appropriate covenant fee, the Developer will make not more than 5% of the units available for sale to persons and families of moderate income at affordable housing cost in compliance with Section 33413.

The affordable units covenant would run with the Project until it has been demolished, but not less than 45 years from the date in which the first condominium is sold. The appropriate covenant fee would equal the difference between the fair market value of the condominium unit and the affordable housing costs of the condominium unit.

16. The Agency will have the right to terminate the Agreement in the event of the following:
 - a. The Developer fails to pay the Initial Deposit; or
 - b. The Developer assigns the Agreement or any rights in it; or
 - c. There is a change in ownership of the Developer; or
 - d. The Developer does not submit site and elevation plans, insurance certifications and related documents; or
 - e. The Developer does not take title to the Site or tender of conveyance by the Agency per the Agreement; or

- f. The Developer fails to secure permits for governmental agencies in accordance with the Schedule of Performance; or
- g. The Developer does not obtain the financing necessary for the acquisition and development of the Site.

The Agency will retain the Performance Deposit upon termination of the Agreement based on one or more of the items listed above, the Initial Deposit will be returned to the Developer.

II. COST OF THE AGREEMENT TO THE AGENCY

The total Agency costs to implement the Agreement include the following:

Site Acquisition	\$11,069,000
Closing Costs	45,008
Demolition/Abatement/Testing	380,361
Relocation Claims	362,793
Other Expenses ¹	752,604
Total Agency Cost	\$12,609,766

The Agency Costs will be reduced by the land sale proceeds and future property tax increment revenue. The net Agency Revenues are estimated as follows:

	Nominal	Net Present Value ²
Land Sale Proceeds	\$5,704,000	\$5,704,000
Future Tax Increment Proceeds	24,644,299	11,470,000
(Less) Total Agency Costs	(12,609,766)	(12,609,766)
Net Agency Revenue / (Cost)	\$17,738,533	\$4,564,234

The net nominal revenue to the Agency is approximately \$17.74 million which equates to \$4.56 million on a net present value basis.

¹ Includes the following: Engineering Services, Planning and Survey, Financial Services, Architectural Services, Property Operation, Other Consultant Services, Relocation Consultant, and Legal Services.

² The land sale proceeds are discounted at a 5% rate, over a two year period. The net present value of the property tax increment payments are discounted at 5% over a 22-year period of time.

III. ESTIMATED VALUE OF THE INTERESTS TO BE CONVEYED DETERMINED AT THE HIGHEST USE PERMITTED UNDER THE REDEVELOPMENT PLAN

Section 33433 of the California Health and Safety Code requires the Agency to identify the value of the interests being conveyed at the highest use allowed by the Site's zoning and the requirements imposed by the Redevelopment Plan. The valuation must be based on the assumption that near-term development is required, but the valuation does not take into consideration any extraordinary use, quality and/or income restrictions are being imposed on the development by the Agency.

Based on an appraisal conducted by Donahue & Company, Inc. ("Appraiser") dated March 15, 2007, the Site is located within the Downtown Planned Development District ("PD-30") which permits various commercial and high-density residential uses. The appraisal concluded that development consistent with the PD-30 zoning represents the highest and best use of the Site. The appraisal estimated the Site's value at the highest and best use is \$5.70 million, or approximately \$37 per square foot of land area.

IV. ESTIMATED REUSE VALUE OF THE INTERESTS TO BE CONVEYED

The fair reuse value is defined as the fair market value of the land to be conveyed, less the economic value of any development restrictions placed on a project by a redevelopment agency. The fair reuse value also requires that the Project be constructed in the near future. The Agreement requires the Project to be constructed in the near-term, but does not impose any restrictions that would reduce the fair market value of the Site. Therefore, the fair reuse value of the Site is equal to the fair market value, which is \$5.70 million.

V. CONSIDERATION RECEIVED AND COMPARISON WITH THE ESTABLISHED VALUE

The Agreement requires the Agency to convey the Site to the Developer for \$5.70 million, or approximately \$37 per square foot of land area. This amount equals the established fair reuse value as well as the fair market value. Thus, it can be concluded that the Agency is receiving fair consideration for the interest being conveyed to the Developer.

VI. BLIGHT ELIMINATION

The proposed Project will utilize a substantially underutilized City block that was previously developed with obsolete, substandard and deteriorated buildings. As previously described, the Site encompasses the City block bounded by 3rd Street on the north, Chestnut on the east, Broadway on the south and Magnolia on the west. The block is subdivided into three smaller

areas by two alleys, Maple and Virginia. The Maple alley bisects the block from east to west and Virginia bisects the northern half from north to south. Virginia is accessed on Third Street and terminates at the intersection with Maple. The alley system divides the block into three separate areas. The current alley configuration limits the redevelopment and reuse of the Site.

The block is almost entirely undeveloped and is used as surface parking. The only existing uses are Lee's Automotive and a Bail Bonds business, both at the intersection of Magnolia and Broadway and a basketball court and "tot lot" on Magnolia at the intersection of the Maple alley. Lee's Automotive is an older facility with minimal car drop off area and space for vehicle storage. The Bail Bonds business is located in a trailer. These businesses will be relocated and have been offered relocation assistance and benefits. There is a vacant building on Broadway that is scheduled for demolition in May. The structure is a very old two story wood frame building that previously housed a bail bonds business and an attorney's office. The building had small apartments with shared bathing facilities, one bathtub per floor.

In addition to the improvements described above, the Site also includes a tot lot and basketball court. The tot lot had substandard equipment which was determined unsafe and was removed. The basketball court has become a location for late night loitering. The new Chavez Park within a couple blocks of the Site offers better facilities with supervision and is a replacement site for these uses.

The existing surface parking lots provide additional but not required parking for surrounding uses. The proposed development will include parking to code for both retail guests and the residential tenants.

Prior to the blocks' current use as surface parking the Site had few buildings. There was a Greyhound Bus Station at the corner of 3rd and Magnolia to Long Beach Boulevard. The building was vacant and finally demolished. Since demolition for the former bus station site has been vacant. One of the largest structures that use to occupy the site was the Chestnut Garage, an old, substandard parking garage that was used for storage by the City's General Services Bureau. The garage took up nearly one quarter of the northeast quadrant of the block. The building was demolished in the mid 1990's, the underground storage tanks removed and the site cleaned up. The ground water has been monitored for a year or more to ensure no subsurface contamination. The site is now used as a parking lot.

Finally, there were a few small apartment buildings and wood frame bungalows that primarily fronted on the Virginia alley off 3rd Street. Access to the residential units was minimal including walking through yards to get to buildings behind buildings. These structures have also been demolished.

VII. CONFORMANCE WITH THE AB 1290 IMPLEMENTATION PLAN

The Project conforms to the Project Area's Implementation Plan for 2004 - 2009. Specifically, the Project meets the following goals:

1. Expands and integrates the Project Area's housing supply through the support of private developments and the creation of a balanced housing supply available to individuals and families of diverse incomes;
2. Creates a secure environment in the Project Area for residents, shoppers and workers and encourages pedestrian usage during daytime, evening and weekend hours; and
3. Promotes development in the Project Area which provides economic benefits to the entire community, through the replanning, redesign and development of the portions of the Project Area, which are vacant, improperly utilized or not being utilized to their highest and best use.

RESOLUTION NO. R. A.

A RESOLUTION OF THE REDEVELOPMENT
AGENCY OF THE CITY OF LONG BEACH, CALIFORNIA,
FINDING THAT THE CONSIDERATION FOR THE SALE
OF CERTAIN REAL PROPERTY IN THE DOWNTOWN
LONG BEACH REDEVELOPMENT PROJECT AREA IS
NOT LESS THAN FAIR MARKET VALUE IN
ACCORDANCE WITH COVENANTS AND CONDITIONS
GOVERNING SUCH SALE; APPROVING THE SALE OF
PROPERTY TO LYON WEST GATEWAY, LLC;
APPROVING THE DISPOSITION AND DEVELOPMENT
AGREEMENT PERTAINING THERETO; AND
AUTHORIZING THE EXECUTION OF THE DISPOSITION
AND DEVELOPMENT AGREEMENT

WHEREAS, the Redevelopment Agency of the City of Long Beach,
California (the "Agency"), is engaged in activities necessary to execute and implement
the Redevelopment Plan for the Downtown Long Beach Redevelopment Project Area
(the "Project"); and

WHEREAS, in order to implement the Redevelopment Plan, the Agency
proposes to sell certain real property (the "Property") in the Project pursuant to the
terms and provisions of the Disposition and Development Agreement and which
Property is described in Exhibit "A" which is attached and incorporated by reference;
and

WHEREAS, Lyon West Gateway, LLC (the "Developer") has submitted to
the Agency a written offer in the form of a Disposition and Development Agreement to
purchase the Property for not less than fair market value for uses in accordance with the

Redevelopment Plan and the covenants and conditions of the Disposition and Development Agreement; and

WHEREAS, the proposed Disposition and Development Agreement contains all the provisions, terms and conditions and obligations required by Federal, State and local law; and

WHEREAS, Developer possesses the qualifications and financial resources necessary to acquire and insure development of the Property in accordance with the purposes and objectives of the Redevelopment Plan; and

WHEREAS, Agency has prepared a summary setting forth the cost of the Disposition and Development Agreement to the Agency, the estimated value of the interest to be conveyed, determined at the highest uses permitted under the Redevelopment Plan and the purchase price and has made the summary available for public inspection in accordance with the California Redevelopment Law; and

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law, the Agency held a public hearing on the proposed sale of the Property and the proposed Disposition and Development Agreement after publication of notice as required by law; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed sale and has found that the redevelopment of the Property pursuant to the proposed Disposition and Development Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable Federal, State and local law;

NOW, THEREFORE, the Redevelopment Agency of the City of Long Beach, California resolves as follows:

Section 1. The Agency hereby certifies EIR-09-04 under the California Environmental Quality Act.

Section 2. The Agency finds and determines that the consideration for sale of the Property pursuant to the Disposition and Development Agreement is not less

than fair market value in accordance with covenants and conditions governing the sale.

Section 3. The sale of the Property by the Agency to Developer and the Disposition and Development Agreement which establish the terms and conditions for the sale and development of the Property are approved.

Section 4. The sale and development of the Property shall eliminate blight within the Project Area and is consistent with the implementation plan for the Project adopted pursuant to Health and Safety Code Section 33490.

Section 5. The Executive Director of the Agency is authorized to execute the Disposition and Development Agreement (including attachments).


Section 6. The Executive Director of the Agency is authorized to take all steps and to sign all documents and instructions necessary to implement and carry out the Disposition and Development Agreement on behalf of the Agency.

APPROVED AND ADOPTED by the Redevelopment Agency of the City of Long Beach, California this _____ day of _____, 2007.



Executive Director/Secretary

APPROVED:



Chair

HAM:fl
5/11/2007
#07-02258

RESOLUTION NO. R.A.

A RESOLUTION OF THE REDEVELOPMENT
AGENCY OF THE CITY OF LONG BEACH, CALIFORNIA,
MAKING CERTAIN FINDINGS REGARDING THE
CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS
WITH REDEVELOPMENT FUNDS (WEST GATEWAY
PROJECT)

WHEREAS, the City Council of the City of Long Beach adopted and approved a certain Redevelopment Plan (the "Redevelopment Plan") for the Downtown Long Beach Redevelopment Project Area (the "Project"); and

WHEREAS, in furtherance of the Project and the immediate neighborhood in which the Project is located, the Redevelopment Agency of the City of Long Beach, California (the "Agency"), has recognized the need for certain public improvements, which improvements will be located within the boundaries of the Project, and proposes to use redevelopment funds to finance these improvements; and

WHEREAS, Section 33445 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) requires the Agency to make certain findings prior to the acquisition of land and construction of public improvements or facilities thereon; and

WHEREAS, Section 33678 of the Community Redevelopment Law provides that under certain conditions tax increment funds shall not be subject to the appropriations limitation of Article XIII B of the California Constitution;

NOW, THEREFORE, the Redevelopment Agency of the City of Long Beach, California resolves as follows:

Section 1. The Agency determines that the construction of public improvements, more particularly described in Exhibit "A", is of benefit to the Project and

the immediate neighborhood in which the Project is located. This finding is supported by the following facts:

These improvements will assist in the removal of blight by providing useable open space in Downtown's newly developing residential neighborhood, improving pedestrian flow through the Downtown, improving safety of the residents, and promoting business attraction along West Gateway and the nearby streets.

Section 2. The Agency determines that no other reasonable means of financing the above-described improvements are available to the community. This finding is supported by the following facts:

Before the passage of Proposition 13, most of the City's general operating and capital improvements were funded through property taxes. However, the initiative placed severe constraints on the City's ability to use property tax revenues to offset increases in operating and capital costs. It has also been difficult for the City, by itself, to provide sufficient funds to support the construction of major public improvements. In fiscal year 2006-2007, the limited resources of the City's General Fund are committed to previously incurred obligations and planned projects.

Section 3. The Agency further determines that the payment of funds for the construction of the public improvements will assist in the elimination of one or more blighting conditions within the Project, and is consistent with the implementation plan adopted pursuant to Health and Safety Code Section 33490.

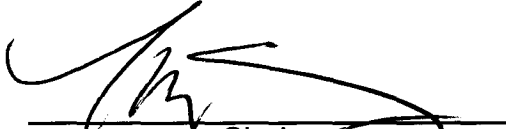
APPROVED AND ADOPTED by the Redevelopment Agency of the City of

Long Beach, California this _____ day of _____, 2007.



Executive Director/Secretary

APPROVED:



Chair

HAM:fl
05/16/07
#07-02427

EXHIBIT A

The West Gateway Master Plan incorporates open space and streetscape elements along the three blocks bounded by Broadway, Chestnut Avenue, West 3rd Street and Maine Avenue.

The Redevelopment Agency will be working with Developers in the West Gateway project area to enhance their projects and provide linkages through the Downtown area. The Agency will fund a portion of the construction of public improvements, which could include relocation of utilities, construction of streetscapes, bicycle paths, public walkways for pedestrian use, enhancement of pedestrian rights-of-way, and public art.

These improvements will assist in the removal of blight by providing useable open space in Downtown's newly developing residential neighborhood, improving pedestrian flow through the Downtown, improving safety of the residents, and promoting business attraction along West Gateway and the nearby streets.