

### **3.3 Assignment Rights**

The Agreement was assigned from prior owners The Long Beach Project Owner, LLC and DEM Investment Company to Riverwalk 131 Group, LLC per an Assignment and Assumption Agreement dated February 9, 2017. The assignment was acknowledged by Patrick West, City Manager and approved by Charles Parkin, City Attorney.

#### **3.3.1 Release Transferring Owner**

Developer requests that City issue a Release from Development Agreement for Riverwalk Builder LLC in conjunction with Assignment to Riverwalk 131 Group LLC recorded on February 24, 2017.

#### **4.3.1 Minor Modifications**

A minor modification was submitted to the City Planning Department on October 20, 2016 and deemed to be within substantial conformance by City staff. Modifications included plotting revisions, reduction from 3-story homes to all 2-story homes, and final architecture.

#### **4.4 Timing of Development**

Owner has not elected to phase the development with respect to obligations in the Development Agreement.

#### **4.6 Changes and Amendments**

Developer requested an amendment through the Planning Department on December 14, 2017. This amendment is currently under review by City staff, and will be subject to Planning Commission and City Council approval.

#### **4.10 Financing District Formation**

Developer has not elected to pursue public financing of any improvements.

#### **4.11 Conditions of Approval**

Tract 72608 Conditions:

- Special conditions 1 – 5 have been met.
- Special condition 6 (trees at north boundary) will be implemented with construction of Phase 6.
- Special condition 7 – a single mature eucalyptus tree has been preserved in place and a minor adjustment to the private parking lot has been made to accommodate same.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

- Project Design conditions 8 – 19 have been satisfied with respect to plan approvals received by April 1, 2017, and with respect to construction for the Models, Clubhouse and Phase 1.
- Tentative Map, Final Map and CC&Rs conditions 20 – 26 have been fully satisfied.
- Operations and Maintenance conditions 27 and 28 have been provided for in the approved designs.
- Public Works conditions 29(a) through 29(e) were satisfied at various dates prior to final map approval on May 19, 2017 . Condition 29(f) will be satisfied upon completion of offsite streets at a future date. Condition 29(g) has not yet been satisfied. Conditions 29(h) and 29(i) are ongoing, with approvals of easements pending City review. Condition 29(j) and 29(k) are ongoing for duration of the project and currently are in compliance. . Conditions 29(k) -29(m) refer to curb and gutter improvements at Oregon Avenue and Project Entry, which will be completed at a future date. Condition 29(n), resetting existing offsite manholes, will be completed at a future date. Condition 29(o), completion of Daisy grind and overlay and street, sidewalk improvements, was satisfied on December 31, 2017. Conditions 29(p) through 29( r ), offsite improvements on 48<sup>th</sup> and Oregon, will be completed at a future date. Condition 29(s), new street trees, has been satisfied with respect to Daisy Avenue, and Oregon Avenue will be constructed at a future date. Condition 29(t) has been satisfied and Developer has received approval for installation of Chinese Elm trees, and removal of existing trees in conflict per the approved construction plans. Condition 29(u) has been satisfied by reviewing and revising the precise grading and drainage plan with City Building and Public Works staff to the satisfaction of the Building Official prior to approval on March 31, 2017. Condition 29(v) has been satisfied via placement of a grading bond on April 6, 2017. Condition 29(w) has been satisfied by complete construction of the storm drain system on April 30, 2017. No encroachment permit was necessary since the system is in private streets. Condition 29(x) is ongoing and Developer complies with requirements. Condition 29(y) has been satisfied by City approval of all offsite improvement plans required for the Project as of January 31, 2018.
- Traffic and Transportation conditions (z) – (ee) are ongoing and Developer is in compliance.
- Stormwater condition 29(ff) has been satisfied and Developer has an active Stormwater permit in place with the State Water Resources Control Board.
- Long Term Maintenance condition 29(gg) is ongoing, and the CCR portion of the condition has been satisfied.
- EIR Mitigation Measures 30(a) – 30(c) requiring various wildlife, archeological and paleontology surveys were satisfied during grading by retaining on site consultants to observe and report. Geology and Soils Condition 30(d) has been complied with by over-excavation during grading, and Developer has submitted a rough grading compaction report to the City as required. Additional, foundation design requirements were verified by City staff through the plan check process and with issuance of building permits for the single-family homes. Condition 30(f), Noise and Vibration, has been

satisfied with the installation of sound rated windows with enhanced acoustic glazing for windows facing the railroad and 710 freeway. Condition 30(g) regarding analysis and sizing of the sewer system has been satisfied.

- Standard Conditions 31 – 52 have been completely satisfied with respect to design and plan approval, and have been satisfied with respect to construction for Phase 1 homes started on June 2, 2017.
- Standard Condition 53 – 65 are ongoing and Developer is currently in compliance.

#### Oregon Park (C. David Molina Park) Conditions:

- Special Conditions 1-11(h) have been fully satisfied with respect to design and plan approval received on July 20, 2017, and are being implemented during the ongoing construction phase for park improvements which started on October 1, 2017.
- Conditions 11(i) will be satisfied prior to installation of street trees.
- Condition 11(j), Oregon Avenue Improvements will be satisfied by July 31, 2018.
- Conditions 11(k) to 11(n) have been fully satisfied with the approval of construction documents for the park improvements received on July 20, 2017.
- Traffic & Transportation Bureau conditions 11(o) through 11(t) have been met with respect to design and plan approval, and will be met through ongoing construction of the park, to be completed at a future date.
- Condition 12, Mitigation Measures, have been met with respect to design and plan approvals, and construction completion is pending.
- Conditions 13-24 are ongoing and Developer is in routine compliance.

#### 4.12 Traffic Improvements

The traffic signal at Del Amo was started prior to grading in August 2016. Traffic signal improvement plans were prepared by the City of Long Beach, and subsequently revised to include additional street improvements after encountering conflicts with existing improvements in the field. Developer has completed installation of the curb bulb-outs and has stopped further construction due to City's extended review and approval process for an 10'x 10' SCE transformer to be placed on City property within C. David Molina Park. This easement is scheduled for approval by City Council on February 13, 2018. Construction was halted because it is unsafe to install signal poles without being able to energize the traffic lights. The City's review process for the right-of-way to grant SCE an easement for a City-owned park resulted in an eight-month delay in this installation. Developer has paid for the SCE contract to provide underground power service to the park and the traffic signals, and has installed the underground conduits required by SCE for same.

#### 4.13 Covenants, Conditions and Restrictions

CCR's for the Project were reviewed and approved by the City Attorney and subsequently recorded on December 5, 2017

**4.14 Oregon Park**

Plans and specifications are approved for construction. Entry Permit was issued on December 12, 2016. Grading and improvements are fully permitted (PWP39627, PWP39787). Completion of the park is scheduled for March 2018, and turnover to City Parks, Recreation and Marine is scheduled for July 2018.

**4.14.1 Timing**

The Development Agreement requires that Developer start grading the Project and Park simultaneously, and that the Park be completed prior to the Project infrastructure. Owner commenced rough grading for C. David Molina Park on June 15, 2016, along with rough grading for the project site. Rough grading for the park was completed on September 30, 2016. Completion of improvements for the park is scheduled for July 30, 2018. Completion of infrastructure improvements for the Project is scheduled for December 31, 2018.

Construction has commenced on C. David Molina Park (formerly Oregon Park) beginning on October 12, 2017. The following improvements have been completed as of today's date:

- 1) Rough grading
- 2) Storm drain pipe and structures
- 3) Sewer and water pipe
- 4) Masonry, rough framing, groundwork, plumbing for restroom
- 5) Musco light poles

**4.14.2 Assurances**

Performance bonds for offsite and onsite improvements were placed with the City of Long Beach, per schedule below, prior to approval of the Final Tract Map:

Bond Number	Bond Description	Bond Amount	Submitted/ Renews
1SUR60001331-1	Construction & Demolition Debris Recycling Program	\$51,500	3/22/17 3/22/18
0114801-1	Grading Permit # BGRD 190721	\$934,840	4/6/17 4/6/18
01148406-1	Agreement WD-3278 – Installation of new Potable Water	\$516,000	4/11/17 4/11/18
01148514-1	Supplemental Bond for Payment of Taxes	\$154,925	5/15/17 5/15/18
01148513-1	Bond for Payment for Taxes in Subdivision of Land	\$106,275	5/15/17 5/15/18
01148595-1	Public Imp Tr 72608 - Faithful Performance	\$795,190	5/24/17 5/24/18
01148593-1	Public Imp C. David Molina Park – Faithful Performance	\$114,519	5/24/17 5/24/18
01148594-1	Monumentation for Tract 72608 – Faithful Performance	\$11,000	5/24/17 5/24/18

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

1SUR60000972-2	4951 Oregon Ave Improvements	\$389,451	9/30/17 9/30/18
1SUR60000973-2	4747 Daisy Ave, Long Beach – Grading Permit	\$707,250	9/30/17 9/30/18

**4.15 Payment of Impact Fees**

Los Angeles County Sanitation District, Long Beach Unified School District Fees, and Long Beach Water Sewer Capacity Fees have been remitted through Phase 4 (48 homes), in an amount totaling \$811,000.73 to date. City Impact fees for Police and Fire have been paid in full through Phase 2, in an amount totaling \$23,980. Credits for the City’s Park Fee and Transportation Improvement Fee were issued via Ordinance Nos. 15-0036 and 15-0035, respectively.

**4.17 Prevailing Wages**

Brandywine Homes met with City Staff Stephanie Eaves to review a labor compliance program. A program manager, Moote Group, was retained by Developer to establish the project with California Department of Industrial Relations, and to monitor ongoing operations to ensure compliance with prevailing wage law. All contractors working at C. David Molina Park and on offsite street improvements within the public right of way are participating in the labor compliance program and are submitting payroll reports to the State DIR with the help of Moote Group.

**4.18 Traffic Mitigation Fund**

Developer intends to post payment of the \$100,000 fee in April 2018 prior to closing escrow on the 33<sup>rd</sup> occupancy.

**7. Third Party Litigation**

A CEQA lawsuit was filed against the project in 2016. Former project owner The Long Beach Project Owner complied with Article 7 by defending and indemnifying City, and fully cooperated in resolving the lawsuit.

**9.1, 9.2 Insurance Requirements**

Certificates of insurance, including worker’s compensation, as required, have been filed with the City by all permitted contractors, and have been reviewed and accepted by the issuing agencies.

**11.1 Compliance with Laws**

Developer certifies that all work performed by it’s contractors is contractually required to comply with all applicable laws, ordinances, rules and regulations of federal, state, county and

municipal governments and agencies, including federal and state labor standards, including the prevailing wage provisions of Section 1770 et seq. of the California Labor Code, and to comply with all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency currently having jurisdiction, and operating within the limits of applicable codes, laws and regulations.

### **11.2 Public Works, 11.3 Public Works Contracts**

Developer certifies that all public work complies with the requirements of California Labor Code Section 1770, and its contractors have been duly notified of the requirements, all public work contracts contain the required prevailing wage provisions, and that a compliance monitor has been retained and is actively engaged in monitoring wages in compliance with California Labor Code Section 1770.

### **12.1 Recordation of Agreement**

The Development Agreement was recorded on January 21, 2016.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

This page is part of your document - DO NOT DISCARD



20160067212

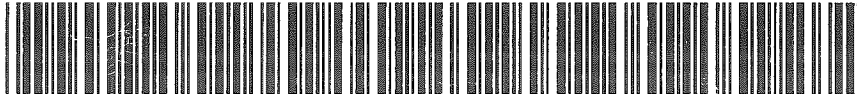


Pages:  
0074

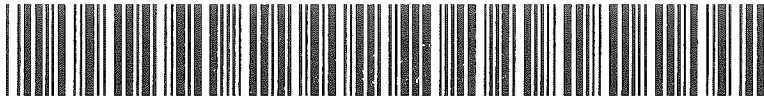
Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

01/21/16 AT 08:22AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201601213350002

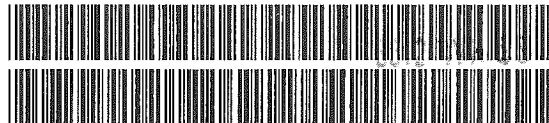
00011623441



007338043

SEQ:  
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

E441953

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



Recording Requested by And  
When Recorded Return to:

City of Long Beach  
333 W Ocean Blvd.  
Long Beach, CA 90802  
Attn: City Clerk

---

[Exempt From Recording Fee Per Gov. Code §6103]

**DEVELOPMENT AGREEMENT**

**(Riverwalk)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of this 17<sup>th</sup> day of December 2015, pursuant to actions taken by the City Council of the City of Long Beach at its meetings held on November 10, 2015, and November 17, 2015, by and among the City of Long Beach, a California municipal corporation (“City”), The Long Beach Project Owner, LLC, a Delaware limited liability company, and DEM Investment Company, LLC, a Delaware limited liability company, (collectively, “Owner”). City and Owner hereafter are referred to collectively as the “Parties” and individually as a “Party.”

**RECITALS**

1. City is authorized to enter into development agreements with persons having legal or equitable interests in real property for the development of such property pursuant to Article 2.5 of Chapter 4 of Division I of Title 7 of the California Government Code commencing with Section 65864 (the “Development Agreement Law”), and Article XI, Section 7 of the California Constitution.

2. City has enacted an ordinance, incorporated into the Long Beach Municipal Code as Title 21, Chapter 29, that establishes the procedures and requirements for its consideration of such development agreements upon application by, or on behalf of, persons having legal or equitable interests in real property pursuant to the Development Agreement Law and applicable City General and Specific Plans, policies and regulations.

3. Owner represents that it has an equitable interest in approximately 10.56 acres of real property in north-central Long Beach just north of the Virginia Country Club between Long Beach Blvd. and Interstate 710, as more specifically described in Exhibit “A-1” and as illustrated in the depiction set forth in Exhibit “A-2” (the “Subject Property”).

4. Owner has proposed a project for the Subject Property consisting of approximately 131 residential units, a park and a community center (the “Project”), which requires a General



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

Plan amendment, zone change, vesting tentative tract map and a site plan. The impacts of the Project have been fully analyzed by the Riverwalk Environmental Impact Report (SCH #2014031011). On October 15, 2015, the Planning Commission of City, at a duly noticed public hearing, recommended that the City Council certify the EIR (SCH # 2014031011). The Planning Commission also recommended that the City Council approve the Project's General Plan amendment, vesting tentative tract map, site plan, and other associated approvals.

5. On November 10, 2015, the City Council of City, at a duly noticed public hearing, adopted Resolution RES-15-0138 certifying the Final Environmental Impact Report, SCH #2014031011 (the "Final EIR") for the Project and the related Mitigation Monitoring and Reporting Program. and also adopted various resolutions and ordinances with respect to the Project ("Project Approvals").

6. The Parties concur that all of the requirements of the California Environmental Quality Act, contained in Division 13 of the California Public Resources Code, commencing with Section 21000, and implemented by the Guidelines contained in Chapter 3 of Title 14, commencing with Section 15000, of the California Code of Regulations ("CEQA") have been satisfied with respect to the Project.

7. On November 10, 2015, after a duly noticed public hearing held pursuant to the Development Agreement Law and City's Municipal Code, the City Council of City approved the introduction of Ordinance No. ORD-15-0034 (the "Enacting Ordinance") that would approve and adopt this Agreement and authorize its execution on behalf of City. On November 17, 2015, the City Council of City adopted the Enacting Ordinance.

8. The Parties intend that Owner will be permitted to proceed with development of the Subject Property pursuant to the Existing Land Use Regulations and Existing Development Approvals in existence on the Effective Date; provided, however, that the Parties also understand that new or different regulations and other requirements for development of the Subject Property may be imposed by laws or regulations of the Federal and/or State governments and/or various regional governmental agencies or entities with regulatory jurisdiction over aspects of the Project or Subject Property, all of which may, or may not, supersede the provisions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

**ARTICLE I. DEFINITIONS.**

The following terms when used in this Agreement shall, unless defined elsewhere in this Agreement, have the meanings set forth below:

1.1 The term "Agreement" shall mean this Development Agreement by and between City and Owner and any subsequent amendments.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

1.2 The term “City” shall mean the City of Long Beach, a municipal corporation, organized and existing under the laws of the State of California.

1.3 The term “City Council” shall mean the governing body of City.

1.4 The term “Development” shall mean the improvement of the Subject Property for the purposes of completing the structures, improvements and facilities comprising the Project, including but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Subject Property; the construction of buildings and structures, and the installation of landscaping and public facilities and improvements. “Development” also includes the maintenance, repair, reconstruction, modification, or redevelopment of any building, structure, improvement, landscaping, or facility after the construction and completion thereof on the Subject Property. Attached hereto as Exhibit “B” is a copy of the approved site plan for the Development of the Subject Property.

1.5 The term “Development Director” shall mean City’s Director of Development Services, or designee.

1.6 The term “Development Plan” shall mean the existing plan for Development of the Subject Property, which includes all of the plans, specifications, and conditions of approval for Owner’s entitlement for Development of the Subject Property, the planning and zoning standards, regulations, and criteria for the Development of the Subject Property, including those set forth in this Agreement, and including the Offsite Improvements identified in Exhibit “C” attached hereto.

1.7 The term “Development Requirement” shall mean any requirement of City in connection with or pursuant to any Existing Development Approvals for the construction or improvement of public facilities, the payment of fees or assessments in order to lessen, offset, mitigate or compensate for the impacts of Development on the environment, or the advancement of the public interest.

1.8 The term “Effective Date” shall mean the date on which both parties have executed this Agreement.

1.9 The term “Existing Development Approvals” shall mean any and all permits, licenses, consents, rights and privileges, and other actions approved or issued by City in connection with Development of the Subject Property on or before the Effective Date, including but not limited to, site plans, parcel maps and tentative tract maps, infrastructure improvement plans, approval of a community facilities district, and grading and building-related permits, as well as all associated environmental documentation and mitigation measures pursuant to the California Environmental Quality Act.

1.10 The term “Existing Land Use Regulations” shall mean all ordinances, resolutions, codes, rules, regulations and official policies of City, including but not limited to City’s development impact fees, adopted and effective on or before the Effective Date governing Development and use of the Subject Property, including but not limited to the permitted use of land, the density or intensity of use, the maximum height and size of proposed buildings, and the architectural design, improvement and construction standards and specifications applicable to the Development of the Subject Property including but not limited to, the Development Plan.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

1.11 The term “Mortgagee” shall mean a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.

1.12 The term “Offsite Improvements” shall mean all offsite improvements required for the Project, including but not limited to roadway improvements along or near Daisy, Oregon, and east of 48<sup>th</sup> Street, including the intersection of 48<sup>th</sup> Street and Daisy, any right of way improvements required by Long Beach Municipal Code Section 20.40.040, Oregon Park, and any other offsite improvements contained within Exhibit “C”.

1.13 The term “Oregon Park” shall mean the park that is included as one of the Offsite Improvements, as more specifically described in Exhibits “C”, “D” & “E”.

1.14 The term “Owner” shall mean The Long Beach Project Owner, LLC, a Delaware limited liability company and DEM Investment Company, LLC, a Delaware limited liability company and/or its successors or assigns to any portion of or all of the Subject Property.

1.15 The term “Project” shall mean the Development of the Subject Property as an approximately 131-unit residential development with a community center and public park pursuant to and consistent with the Development Plan and the provisions of this Agreement.

1.16 The term “Site Plan” shall mean the site plan attached hereto as Exhibit “B”.

1.17 The term “Subject Property” shall mean that certain real property more particularly described in Exhibit “A-1” attached hereto and depicted on Exhibit “A-2” attached hereto.

1.18 The term “Subsequent Development Approvals” shall mean any and all permits, licenses, consents, rights and privileges, and other actions approved or issued by City in connection with Development of the Subject Property after the Effective Date, including all associated environmental documentation and mitigation measures pursuant to the California Environmental Quality Act.

1.19 The term “Subsequent Land Use Regulations” shall mean any ordinances, resolutions, codes, rules, regulations and official policies of City adopted and effective after the Effective Date.

1.20 The term “Term” shall mean the period of time during which this Agreement shall be in effect and bind the Parties, as set forth in Section 3.4 of this Agreement, unless earlier terminated as provided in this Agreement.

**ARTICLE 2. EXHIBITS.**

The following documents are attached to, and by this reference made a part of, this Agreement:

- |               |   |
|---------------|---|
| Exhibit “A-1” | Legal Description of the Subject Property |
| Exhibit “A-2” | Depiction of the Subject Property         |

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

Exhibit "B"	Approved Site Plan and Elevations for the Project
Exhibit "C"	Offsite Improvements
Exhibit "D"	Conceptual Park Design
Exhibit "E"	Oregon Park Improvements, 4951 Oregon Avenue, Long Beach, CA
Exhibit "F"	City of Long Beach Impact Fee Schedule
Exhibit "G"	Assignment and Assumption Agreement
Exhibit "H"	Release of Development Agreement
Exhibit "I"	Certificate of Compliance with Development Agreement
Exhibit "J"	Right-of-Entry Permit

**ARTICLE 3. GENERAL PROVISIONS.**

3.1 **Binding Effect of Agreement.** From and following the Effective Date, Development of the Subject Property and City's actions on applications for Subsequent Development Approvals affecting the Subject Property and the Development of the Subject Property shall be subject to the terms and conditions of this Agreement.

3.2 **Ownership of Subject Property.** City and Owner acknowledge and agree that Owner has the requisite legal or equitable interest in the Subject Property, and thus Owner is qualified to enter into and be a party to this Agreement in accordance with Government Code section 65865(b).

3.3 **Assignment Rights.** Owner shall have the right to sell, transfer, or assign the Subject Property in whole or in part (provided that no such parcel transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) and the rights and obligations under this Agreement to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement (collectively, "Assignment"); so long as (i) the assignee is an entity on a list submitted to and approved by City in advance of the Effective Date, as the same may be amended from time to time during the term of this Agreement, and (ii) any such sale, transfer or assignment shall include an assignment and assumption of the rights, duties and obligations arising under or from this Agreement in form and substance reasonably similar to the form attached hereto as Exhibit "G". Any proposed assignee that does not satisfy clause (i), above, must first be reasonably approved by City after review by City of assignee's certified financial statements and any other documents City may request pertaining to the proposed assignee's ability to meet its obligations hereunder.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

3.3.1 **Release of Transferring Owner.** Notwithstanding any Assignment, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring Owner of all of the following conditions:

(a) Owner no longer has a legal or equitable interest in all or any part of the Subject Property;

(b) Owner is not then in default under this Agreement; and

(c) The assignee provides City with security equivalent to any security previously provided by Owner to secure performance of its obligations hereunder.

3.3.2 **Subsequent Assignment.** Any subsequent Assignment after an initial Assignment shall be made only in accordance with and subject to the terms and conditions of this Agreement.

3.3.3 **Partial Release of Purchaser, Transferee or Assignee of Parcel.** A purchaser, transferee or assignee of a lot which has been finally subdivided and for which a site plan for development of the lot has been finally approved (a "Parcel") may submit a request, in writing, to City to release said lot from the obligations under this Agreement by executing a form of Release of Development Agreement attached hereto as Exhibit "H". Within thirty (30) days following such request, City shall review, and if the conditions contained in Section 3.3.1 are satisfied, shall execute and deliver to the purchaser, transferee or assignee the appropriate form of Release. No such release approved pursuant to this Section 3.3.3 shall cause, or otherwise effect, a release of Owner from its duties and obligations under this Agreement.

3.3.4 **Termination of Agreement With Respect to Individual Parcels upon Sale to Public and Completion of Construction.** The provisions of Section 3.3 shall not apply to the sale or lease (for a period longer than one year) of any Parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to such Parcel and such Parcel shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The Parcel has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A final inspection card has been issued for a building on the Parcel, and the fees set forth under this Agreement have been paid.

For purposes of this Section 3.3.4, a transfer shall be deemed to be "in bulk" if it involves the conveyance of more than one Parcel and the transferee will not be the ultimate user of the Parcels. Notwithstanding the foregoing, Owner acknowledges that Owner is responsible for (i) ensuring the completion of all Project conditions and (ii) the payment of all applicable fees to

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

the extent any conditions are not satisfied or any fees remain unpaid following the transfer or development of a parcel.

3.4 **Term.** Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of (i) the date of completion of the last portion of the Development and the expiration of the Oregon Park warranty period described in the conditions of approval of the Site Plan, or (ii) the date that is ten (10) years from and after the Effective Date.

3.6 **Waiver of Estoppel Defenses by City.** Notwithstanding any legal authorities to the contrary concerning the doctrines of waiver and estoppel as applied to public entities and the actions or inactions of public agencies or public agency officers and officials, City acknowledges and agrees that Owner and its successors and assigns to all or any interest in the Subject Property is relying upon the contents of this Agreement and City's execution of this Agreement and the recordation hereof, and that in consideration of such material reliance, City shall now and forever be estopped from denying the validity of this Agreement and City knowingly and expressly waives any such claim or defense.

3.7 **No Obligations to Proceed with Project.** Nothing in this Agreement shall obligate Owner to proceed with any part of or the entirety of the Project. Owner maintains sole and absolute discretion over whether to commence and/or complete any portion of the Project or the Project in its entirety and nothing in this Agreement shall be construed to impose upon Owner an obligation to commence the construction of and/or complete the Project.

**ARTICLE 4. DEVELOPMENT OF THE SUBJECT PROPERTY**

4.1 **Vested Right to Develop.** Subject to and during the term of this Agreement, Owner shall have a vested right to develop the Subject Property in accordance with the Development Plan and this Agreement.

4.2 **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Subject Property, the density and intensity of use of the Subject Property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to Development of the Subject Property, shall be only the Existing Land Use Regulations and those contained in the Development Plan.

4.3 **Subsequent Development Approvals.** To the extent applicable, City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the manner applicable to other commercial property developments. City further agrees that, unless otherwise requested by Owner and provided that this Agreement has not terminated due to Owner default, City shall not amend or rescind any Subsequent Development Approvals respecting the Subject Property after such approvals have been granted by City.

4.3.1 **Minor Modifications.** City agrees to allow modifications to the type, mix and layout of the Project's 131 residential units ("Minor Modifications") with approval from the Development Director. City further agrees to allow modifications to the Project's Site Plan with

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

approval from the Development Director, provided that all modifications are in substantial conformance with the approved Site Plan attached to this Agreement as Exhibit "B". The modifications described in this Section 4.3.1 shall not require approval by the Planning Commission or the City Council. Notwithstanding anything to the contrary contained herein, any (1) changes to Oregon Park amenities, programming or size, or (2) changes which modify the Site Plan, shall not constitute "Minor Modifications".

**4.4 Timing of Development.** The Parties acknowledge that Owner cannot at this time predict when or the rate at which phases of the Subject Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation of demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 455, that the failure of the parties therein to provide for the timing of development resulted in a latter adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by expressly acknowledging and providing that Owner shall have the right to develop the Subject Property, or to not develop the Subject Property, in such order and such rate and at such time as Owner deems appropriate within the exercise of its subjective business judgment in its sole and absolute discretion. In addition, to the extent Owner or its assignee decide to proceed with a phase of the development of the Subject Property, City shall cooperate with Owner or its assignee with respect to the phasing of the development of the Subject Property. If Owner or its assignee determine, in its sole and absolute discretion, to develop portions or phases of the Subject Property, City shall allow the phasing of Offsite Improvements (not including Oregon Park, the construction of which shall not be phased) such that the Offsite Improvements required would only be those commensurate to that needed to serve the phase being constructed, or as described in a more comprehensive manner by the Planning Division Conditions of Approval.

**4.5 Terms of Maps and Other Project Approvals.** Pursuant to California Government Code Sections 66452.6(1) and 65863.9, the term of any subdivision or parcel map may be processed on all or any portion of the Subject Property and the term of each of the development approvals, including the Tentative Map and any future approvals, shall be extended for a period of time through the scheduled termination date of this Agreement, as set forth above.

**4.6 Changes and Amendments.** The Parties acknowledge that although Development of the Project may require Subsequent Development Approvals, such Development shall be in compliance with the Development Plan. The above notwithstanding, Owner may determine that changes are appropriate and desirable in the existing Development Approvals or Development Plan. In the event Owner finds that such a change is appropriate or desirable, Owner may apply in writing for an amendment to prior Development Approvals or the Development Plan to effectuate such change. The Parties acknowledge that City shall be permitted to use its sole and absolute discretion in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing, City shall not apply a standard to Owner that is less favorable or different than applied by City to any other residential property developments. In addition, the Parties acknowledge and agree any modification to the Development that does not meet the thresholds set forth in 14 Cal. Code of Regs. Section 15162 shall be deemed to be a minor modification and shall not require any subsequent environmental review. Any change in the Development Approvals or Development Plan made pursuant to Owner's application and deemed

**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**

a material change by City, shall require an amendment to this Agreement. Any such amendment shall be solely for the purpose of acknowledging the change to the Development Approvals or Development Plan, as the case may be.

**4.7 Reservation of Authority.**

**4.7.1 Limitations, Reservations and Exceptions.** Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development of the Subject Property:

(a) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by City as Subsequent Land Use Regulations.

(d) Regulations that are not in conflict with the Development Plan and this Agreement and do not impede the Development, or add to the cost of the Development of the Project.

(e) Regulations that are in conflict with the Development Plan provided Owner has given written consent to the application of such regulations to Development of the Subject Property at Owner's sole and absolute discretion.

(f) Federal, state, county, and multi-jurisdictional laws and regulations which City is required to enforce against the Subject Property or the Development of the Subject Property.

(g) Payment of development impact fees in effect at the time that certificates of occupancy are issued for the development or any portion thereof, except all of City's impact fees related to transportation, sewer, police, fire and public safety will be calculated based on the impact fees in effect as of the Effective Date, as more particularly described in Exhibit "F".

**4.7.2 Future Discretion of City.** This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

**4.7.3 Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.** In the event that federal, state, county, or multi-jurisdictional laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

**4.8 Future Voter Actions.** It is the intent of the Parties that future voter actions adopting Subsequent Land Use Regulations shall not apply to the Project unless such voter actions promote, advance, or otherwise further the intent and expeditious development of the Project pursuant to and consistent with the terms and conditions of this Agreement.

**4.9 Development Shall Not Be Delayed Due to Any City Acquisition Activities; Interim Facilities.** If Owner proceeds with the Project, Owner may be required, subject to the terms of this Agreement, to construct the Offsite Improvements set forth in Exhibit "C". To the extent City does not already own the property upon which the Offsite Improvements will be constructed ("Offsite Property"), City and Owner will use their reasonable best efforts to cooperate in acquiring the necessary legal interest in the Offsite Property. This Section 4.9 is not intended by the Parties to impose upon Owner an enforceable duty to acquire land or construct any Offsite Improvements on land not owned by Owner, except to the extent that Owner elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by City upon the development of the Project under the Subdivision Map Act or other legal authority.

If City is unable to acquire property necessary to enable Owner to construct the Offsite Improvements, or otherwise necessary to comply with any conditions of approval or this Agreement, then the Parties agree that Owner shall no longer be required prior to receiving any permits required for the Project, including final building inspections, to complete the Offsite Improvements or the portion of the Offsite Improvements that cannot occur due to the inability to obtain required right of way. In these latter circumstances, in lieu of constructing the Offsite Improvements, Owner shall only be required to pay its pro rata fair share for the cost of the Offsite Improvements.

**4.10 Financing District Formation.** City and Owner agree to cooperate in the formation of a financing district in order to finance, at Owner's sole election, some or all of certain Offsite Improvements and other improvements and obligations required of Owner pursuant to the Existing Development Approvals and this Agreement.

**4.11 Conditions of Approval.** Owner shall comply with the Project conditions of approval.

**4.12. Traffic Improvements.** The traffic signal at Del Amo Boulevard and related traffic improvements, which constitute Offsite Improvements, shall be started, at the discretion of the City Traffic Engineer, prior to the issuance of a grading permit for the Project.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

4.13 **Covenants, Conditions and Restrictions.** Owner agrees to declare Covenants, Conditions and Restrictions (“CC&Rs”) applicable to the entire Project, which will be administered by a Homeowners Association (“HOA”) to be established by Owner. City desires, and Owner agrees, to include in the CC&Rs provisions that (i) reserve certain areas of street parking exclusively for guest parking; (ii) prohibit “mother-in-law” units (to the extent it is legally permissible to do so); (iii) prohibit parking in the driveways of the residential units; and (iv) require trash receptacles to be stored in garages or backyards except on days which trash is regularly collected.

4.14 **Oregon Park.** Upon issuance of the first building permit by City in connection with the Project, Owner agrees, at its sole expense, to construct that certain Offsite Improvement known as Oregon Park, as more specifically described in Exhibits “D” and “E”, in substantial conformance with the conceptual design and specific requirements provided by City and the Construction Drawings attached as to this Agreement as Exhibits “D” & “E”, respectively. The Construction and Delivery of Oregon Park will satisfy all of Owner’s obligations under the Quimby Act and the City’s local implementation ordinance. Owner shall be entitled to a credit which reduces (or possibly eliminates) monetary park fees due to the City in accordance with the Long Beach Municipal Code. City and Owner shall execute a Right of Entry Permit substantially in the form attached hereto as Exhibit “J” granting, among other things, Owner the right to enter upon City property in order to construct Oregon Park. After completion of Oregon Park and expiration of the maintenance period described in the conditions of approval of the Site Plan, City shall be responsible for the maintenance and operation of Oregon Park; provided, however, that Owner’s warranty obligations shall remain in full force and effect after City begins maintenance and operation of Oregon Park.

4.14.1 Timing. Owner agrees to commence grading for Oregon Park simultaneously with the start of grading for the Project, and shall complete grading for Oregon Park within ninety (90) days after commencement thereof. Owner’s grading plans and improvements plans for the Project that are submitted to City shall include grading plans and improvement plans for the Park. The Oregon park infrastructure improvements shall be completed upon or before the completion of the Project’s infrastructure improvements. Owner shall complete construction of Oregon Park prior to the issuance of the 33rd certificate of occupancy for the Project. Oregon Park must be accepted for maintenance by City prior to the issuance of the 67th certificate of occupancy for the Project.

4.14.2 Assurances. Owner agrees to provide a performance bond in an amount equal to 115% of the total costs of the Offsite Improvements and the onsite infrastructure improvements and otherwise in a form reasonably acceptable to City and sufficient to ensure construction of Oregon Park and construction of the Project’s onsite infrastructure improvements and the remainder of the Offsite Improvements. Such bond shall be delivered to City prior to the issuance of any permits in connection with the Project, and shall be released upon completion of the Oregon Park maintenance period described in the conditions of approval of the Site Plan.

4.15 **Payment of Impact Fees.** Los Angeles County and School Developer Fees and the Long Beach Water Department’s Sewer Capacity Fee are due and payable prior to the issuance of a building permit in connection with the Project. The City’s applicable developer impact fees are due and payable prior to final building inspection or issuance of a certificate of occupancy,

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

whichever comes first. In connection with its construction of certain Offsite Improvements located on public streets, Owner shall be entitled to a credit which reduces (or possibly eliminates) monetary traffic impact fees due to the City in accordance with the Long Beach Municipal Code.

4.16 **Affordable Housing.** Notwithstanding any other section of this Agreement, the Project is not subject to any affordable housing requirements, including but not limited to any on site or in lieu requirements.

4.17 **Prevailing Wages.** All construction work performed in connection with the Offsite Improvements, or any other public improvements, including Oregon Park and the offsite roadway improvements described herein, shall be subject to prevailing wage requirements.

4.18 **Traffic Mitigation Fund.** Prior to the issuance of the 33rd certificate of occupancy for the Project, Owner shall establish with the City a “neighborhood traffic mitigation fund” in the amount of \$100,000, the proceeds of which shall be used by City, in its sole discretion, to mitigate traffic issues which may result from the Project. Any such funds which are unused five years after the issuance of the final certificate of occupancy for the Project shall be promptly returned to Owner.

**ARTICLE 5. REVIEW FOR COMPLIANCE**

5.1 **Periodic Review.** The Long Beach Planning Commission shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by Owner with the terms of this Agreement. As part of that review, Owner shall submit an annual monitoring review statement describing its actions in compliance with this Agreement, in a form acceptable to the Development Director or his/her authorized designee, at least thirty (30) days prior to each anniversary of the Effective Date. The statement shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of this Agreement during the succeeding year. The amount of the annual review and administration fee shall be set by resolution of the City Council. No failure on part of City to conduct or complete the review as provided herein shall have any impact on the validity of this Agreement.

5.2 **Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City’s sole cost. Owner shall cooperate with City in the conduct of such special reviews.

5.3 **Procedure.** Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other Party a justification of its position on such matters.

5.3.1 If on the basis of the Parties’ review of any terms of this Agreement, either Party concludes that the other Party has not complied in good faith with the terms of this Agreement, then such Party may issue a written “Notice of Non-Compliance” specifying the grounds therefor and all facts demonstrating such non-compliance.

5.3.2 The Party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

or remedy is not reasonably capable of being completed within such thirty (30) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion.

5.3.3 If the Party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice.

5.3.4 If the response to the Notice of Non-Compliance has not been received in the offices of the Party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be presumed to be valid unless good cause exists for not responding within the time period.

5.3.5 If a Notice of Non-Compliance is contested, the Parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is contested and the Parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, the party alleging the non-compliance may thereupon pursue the remedies provided in Article 6 of this Agreement.

5.3.6 Neither Party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 12.9.

5.4 **Certificate of Agreement Compliance.** If, at the conclusion of a periodic or special review, Owner is found to be in compliance with this Agreement, City shall, upon request by Owner, issue a Certificate of Compliance with Development Agreement in the form attached hereto as Exhibit "I" ("Certificate") to Owner stating that after the most recent periodic or special review and based upon the information known or made known to the Long Beach Planning Commission that (1) this Agreement remains in effect and that (2) Owner is in compliance. The Certificate, whether issued after a Periodic or Special Review, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state that the Certificate expires upon the earlier of (i) one (1) year from the date thereof, or (ii) the date of recordation of a notice of termination of development agreement. Owner may record the Certificate with the County Recorder. Additionally, Owner may at any time request from City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Subject Property, or any lot or parcel within the Subject Property.

**ARTICLE 6. DEFAULT AND REMEDIES**

6.1 **Specific Performance Available.** The Parties acknowledge and agree that specific performance is the preferred remedy available for the enforcement of this Agreement. However, nothing in the foregoing shall be construed to constitute a waiver of the right to obtain monetary damages from the other Party by reason of default of this Agreement. Subject to the cure rights set forth in Section 5.3, any material default by Owner or City of this Agreement or any of the

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

conditions of approval of any of the Development Approvals that is not timely cured by Owner or City shall be deemed a material default by Owner or City of this Agreement.

**6.2 Termination of this Agreement.**

6.2.1 Termination of Agreement for Default of Owner. City may terminate this Agreement for any failure of Owner to perform any duty or obligation of Owner hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as “default” or “breach”); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3.

6.2.2 Termination of Agreement for Default of City. Owner may terminate this Agreement for any default by City; provided, however, Owner may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3 and thereafter providing written notice by Owner to City of the default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, the failure of City to cure such default within thirty (30) days after the effective date of such notice or, in the event that such default cannot be cured within such thirty (30) day period, the failure of City to commence to cure such default within such thirty (30) day period and to diligently proceed to complete such actions and to cure such default.

6.2.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) restoration of that portion of the Subject Property owned by City to its general condition prior to the Effective Date.

6.3 Institution of Legal Action. Subject to notice of default and opportunity to cure under Section 5.3, in addition to any other rights or remedies, any Party to this Agreement may institute legal action to cure, correct, or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, or to obtain any other remedies consistent with this Agreement. If a legal action or proceeding is brought by any Party to this Agreement because of default, or to enforce a provision hereof, the prevailing Party shall be entitled to reimbursement of all costs and expenses, including attorneys’ fees, incurred in prosecuting such legal action or proceeding. This provision is separate and severable, and shall survive the merger of this Agreement into any judgment on this Agreement.

**ARTICLE 7. THIRD PARTY LITIGATION**

The City shall promptly notify Owner of any claim, action, or proceeding filed and served against the City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement. Owner agrees to fully defend and indemnify the City for all costs of defense and/or judgment obtained in any such action or proceeding. This indemnification clause shall only apply if Owner approves of the selection of defense counsel for the City, which approval shall not unreasonably be withheld. The City and Owner agree to cooperate in the defense of such action(s).

**ARTICLE 8. MORTGAGEE PROTECTION**

8.1 The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Subject Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Subject Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines such interpretation or modification is consistent with the intent and purposes of this Agreement.

8.2 Any Mortgagee of the Subject Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Subject Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Subject Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Owner in the performance of Owner's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such Party under this Agreement, or (ii) thirty (30) days.

(d) Any Mortgagee who comes into possession of the Subject Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Subject Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Subject Property acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Plan applicable to the Subject Property or such part thereof so acquired by the Mortgagee.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

**ARTICLE 9. INSURANCE**

9.1 **Requirements.** Owner, before commencement of work on Oregon Park, shall submit to City duplicate originals of policies and endorsements, or appropriate certificates of insurance, of public liability insurance and broad form property damage insurance policies in the amount of not less than Two Million Dollars (\$2,000,000), combined single limits, for death and injury to any person and property damage, naming City and its officers, officials, employees, agents, and representatives as additional insureds, and in addition all such insurance:

(a) shall be primary insurance and not contributory with any other insurance City or its officers, officials, employees, agents, and representatives may have;

(b) shall contain no special limitations on the scope of protection affordable to City and its officers, officials, employees, agents, and representatives;

(c) shall be “date of occurrence” and not “claims-made” insurance;

(d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;

(e) shall provide that the policy shall not be canceled by the insurer or Owner unless there is a minimum of thirty (30) days prior written notice to City;

(f) shall be endorsed to include a waiver of subrogation rights against City or its officers, officials, employees, agents, and representatives; and

(g) shall not require Owner to meet a deductible of more than One Hundred Thousand Dollars (\$100,000) unless approved in writing by the Development Director in his/her sole and absolute discretion.

9.2 **Workers Compensation Insurance.** Owner shall also furnish or cause to be furnished to City evidence reasonably satisfactory to Owner that any consultant or contractor with whom Owner has contracted for the performance of any work on or about or with respect to the Subject Property carries worker’s compensation insurance as required by the State of California.

**ARTICLE 10. INDEMNITY**

Owner agrees to and shall indemnify, defend, and hold harmless City and City’s officers, officials, members, employees, agents, and representatives (collectively, “Indemnified Parties”), from and against any and all claims, liabilities, damages, and losses, including without limitation reasonable attorneys’ fees and litigation expenses, including court costs and expert witness fees (collectively, “Claims”), due to the death or personal injury of any person, or physical damage to any person’s real or personal property, caused by the construction of improvements by, or construction-related activities of, Owner or Owner’s employees, agents, representatives, servants, invitees, consultants, contractors, or subcontractors (collectively, “Owner’s Representatives”) on the Subject Property, or for any construction defects in any improvements constructed by Owner or Owner’s Representatives on the Subject Property or for any other work related to this Agreement; provided, however, that the foregoing indemnification shall not apply to the extent

**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**

such Claims are proximately caused by the negligence or willful misconduct of City, or City's officers, officials, members, employees, agents, or representatives, subject to any immunities which may apply to City with respect to such Claims. The foregoing indemnification provision shall survive the termination of this Agreement.

**ARTICLE 11. COMPLIANCE WITH APPLICABLE LAW**

**11.1 Compliance with Laws.** Owner shall cause all work performed in connection with construction of the Project to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Section 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Owner shall indemnify, defend and hold the Indemnified Parties harmless from any and all Claims based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such Claims that may be asserted against or incurred by any of the Indemnified Parties with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all federal and state labor requirements including, without limitation, the requirements of California Labor code Section 1770 et seq.

**11.2 Public Works.** Owner agrees that all public work (as defined in California Labor Code Section 1720) performed pursuant to this Agreement (the "Public Work") shall comply with the requirements of California Labor Code Section 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code Section 1720.

**11.3 Public Work Contracts.** In all bid specifications, contracts and subcontracts for any Public Work, Owner (or its general contractor, in the case of subcontracts) shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code Section 1775 and the payroll record keeping requirements of California Labor Code Section 1771."

This Article 11 shall survive the termination of this Agreement.

**ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1 Recordation of Agreement.** This Agreement shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5. Any amendments to this Agreement approved by the Parties, and any cancellation hereof, shall be similarly recorded.



**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**

**12.2 Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the Parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

**12.3 Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the invalid provision shall be deemed to be severable from the remaining provisions contained within this Agreement. The Parties hereby state and acknowledge they would have adopted each provision contained within this Agreement notwithstanding the presence of an invalid provision.

**12.4 Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

**12.5 Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

**12.6 Singular and Plural.** As used herein, the singular of any word includes the plural.

**12.7 Waiver.** Failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

**12.8 No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

**12.9 Force Majeure.** Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, the acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

**12.10 Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**

12.11 **Counterparts.** This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

12.12 **Litigation.** Any action at law or in equity arising under this Agreement or brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process on Owner shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Owner seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

12.13 **Covenant Not To Sue.** The Parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, or based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

12.14 **Project as a Private Undertaking.** It is specifically understood and agreed by and between the Parties that the Development of the Subject Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property and as future holder of fee title to such property, on the other hand.

12.15 **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

12.16 **Amendments in Writing/Cooperation.** This Agreement may be amended only by written consent of both Parties specifically approving the amendment and in accordance with the Government Code Section 65868. The Parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

12.20 **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

12.21 **No Brokers.** City and Owner represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying Party to pay any commission or finder's fee.

[end – signature page follows]

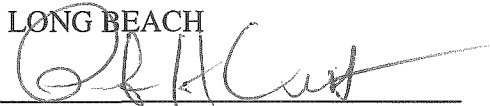
ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

City:

CITY OF LONG BEACH

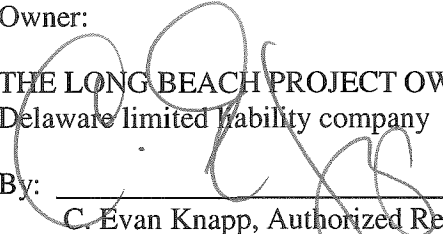
By

  
Patrick H. West  
City Manager, City of Long Beach

Owner:

THE LONG BEACH PROJECT OWNER, LLC, a  
Delaware limited liability company

By:

  
C. Evan Knapp, Authorized Representative

DEM INVESTMENT COMPANY, LLC, a  
Delaware limited liability company

By:

  
C. Evan Knapp, Authorized Representative

APPROVED AS TO FORM

12-9 20 15  
CHARLES PARKIN, City Attorney

By

  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

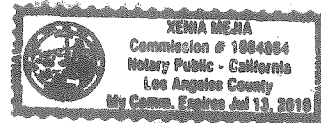
On December 17, 2015 before me, Xenia Mejia, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Xenia Mejia (Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

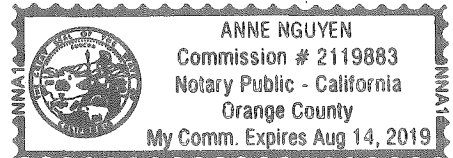
On December 3, 2015 before me, Anne Nguyen, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Anne Nguyen (Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On December 3, 2015 before me, Anne Nguyen, Notary Public  
(insert name and title of the officer)

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

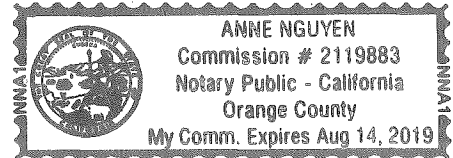
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Anne Nguyen

(Seal)





ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

That certain real property located in the City of Long Beach, County of Los Angeles, State of California more particularly described as

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT 6 IN BLOCK "D" OF DOMINGUEZ COLONY, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN CASE NO. 3284, SUPERIOR COURT OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, RECORDED IN BOOK 12763, PAGE 215, OF OFFICIAL RECORDS OF SAID COUNTY, AND LYING NORTHERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY, RECORDED IN BOOK 11615, PAGE 48, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 15 OF TRACT NO. 10396, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 134, PAGES 31 THROUGH 33, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF A LINE EXTENDING WESTERLY FROM A POINT IN THE EASTERLY LINE OF SAID LOT DISTANT NORTHERLY THEREON 16.50 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT, TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT DISTANT NORTHWESTERLY THEREON 58.50 FEET FROM SAID MOST SOUTHERLY CORNER.

PARCEL 3:

LETTERED LOT A OF TRACT NO. 10396, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 134, PAGES 31 THROUGH 33, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TOGETHER WITH THAT PORTION OF LOT 48<sup>TH</sup> STREET AS VACATED IN A DOCUMENT RECORDED IN JUNE 27, 1958 AS INSTRUMENT NO. 3539 OF OFFICIAL RECORDS

EXHIBIT "A-2"



DEPICTION OF THE SUBJECT PROPERTY

[SEE FOLLOWING PAGE]

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



Imagery provided by Google and its licensors © 2014.

 Project Boundary  
 Future Oregon Park Site

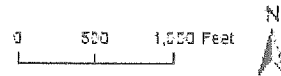


EXHIBIT "B"

APPROVED SITE PLAN AND ELEVATIONS

[SEE FOLLOWING PAGES]



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



INTEGRAL  
 CONSULTANTS

RIVER WALK  
 LONG BEACH, CA

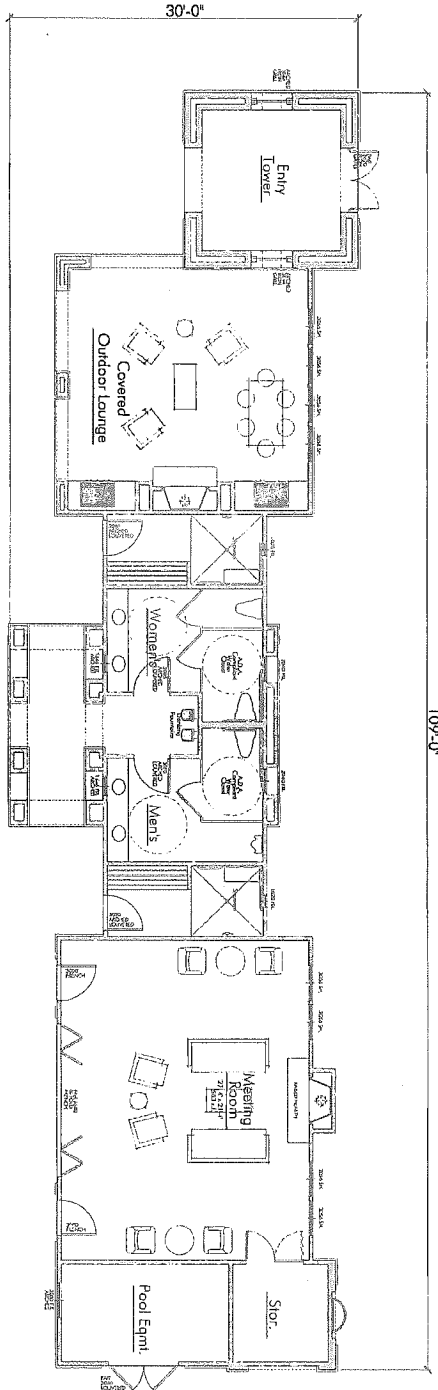
DATE: 10/03/14  
 U.A. JOB # 13-071



URBAN  
 CONSULTANTS

RECREATION  
 BUILDING

DEPT REVIEW SUBMITTAL  
 Sheet No.  
 A-1





**RIVER WALK**  
 LONG BEACH, CA

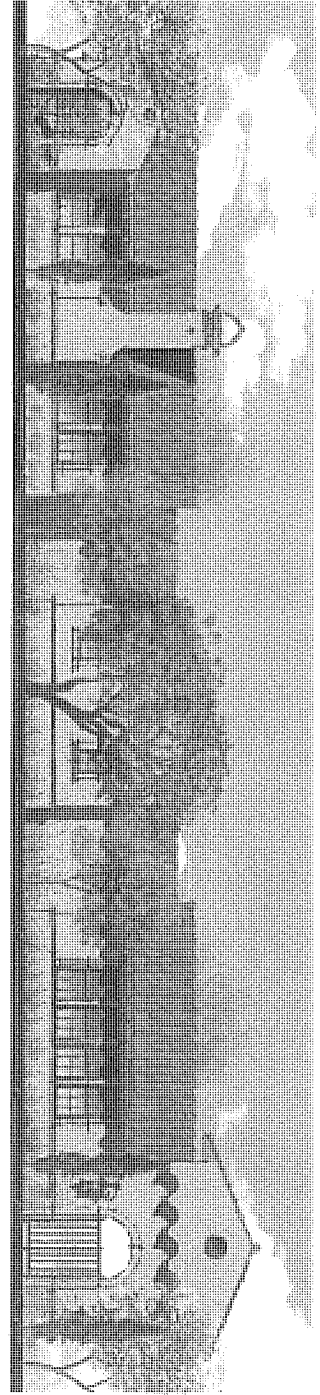
DATE: 10/03/14  
 VA JOB # 13-091



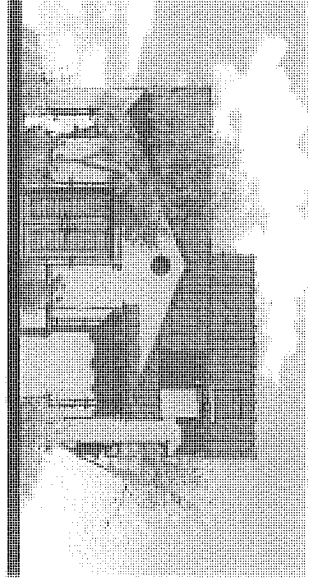
SCALE: 1/8" = 1'-0"  
 REC CENTER WRAP ELEVATIONS

CLIENT REVIEW SIGNATURE  
 SHEET NO. A-2

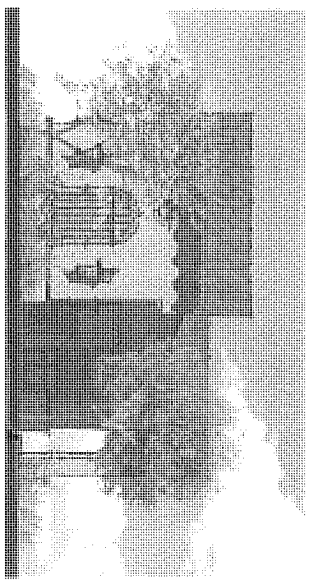
\*PATIOK ELEVATION - SMOOTH  
 STUCCO 1/4"Z SAND FINISH



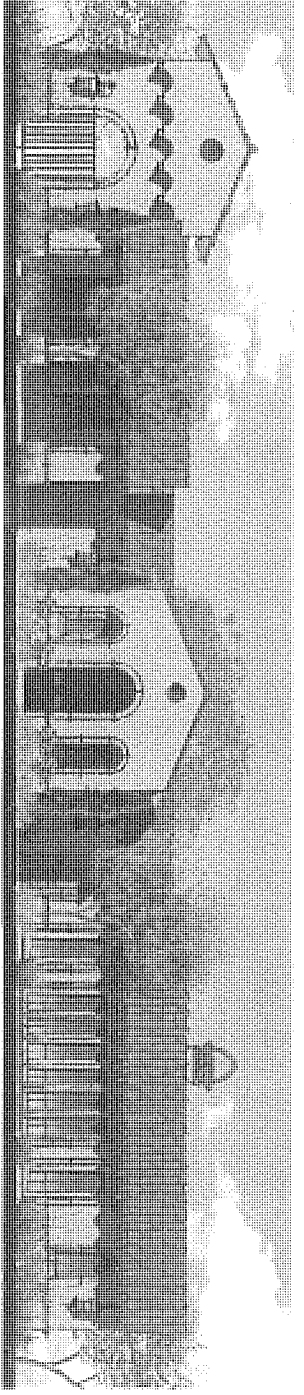
REC CENTER  
 (FRONT)



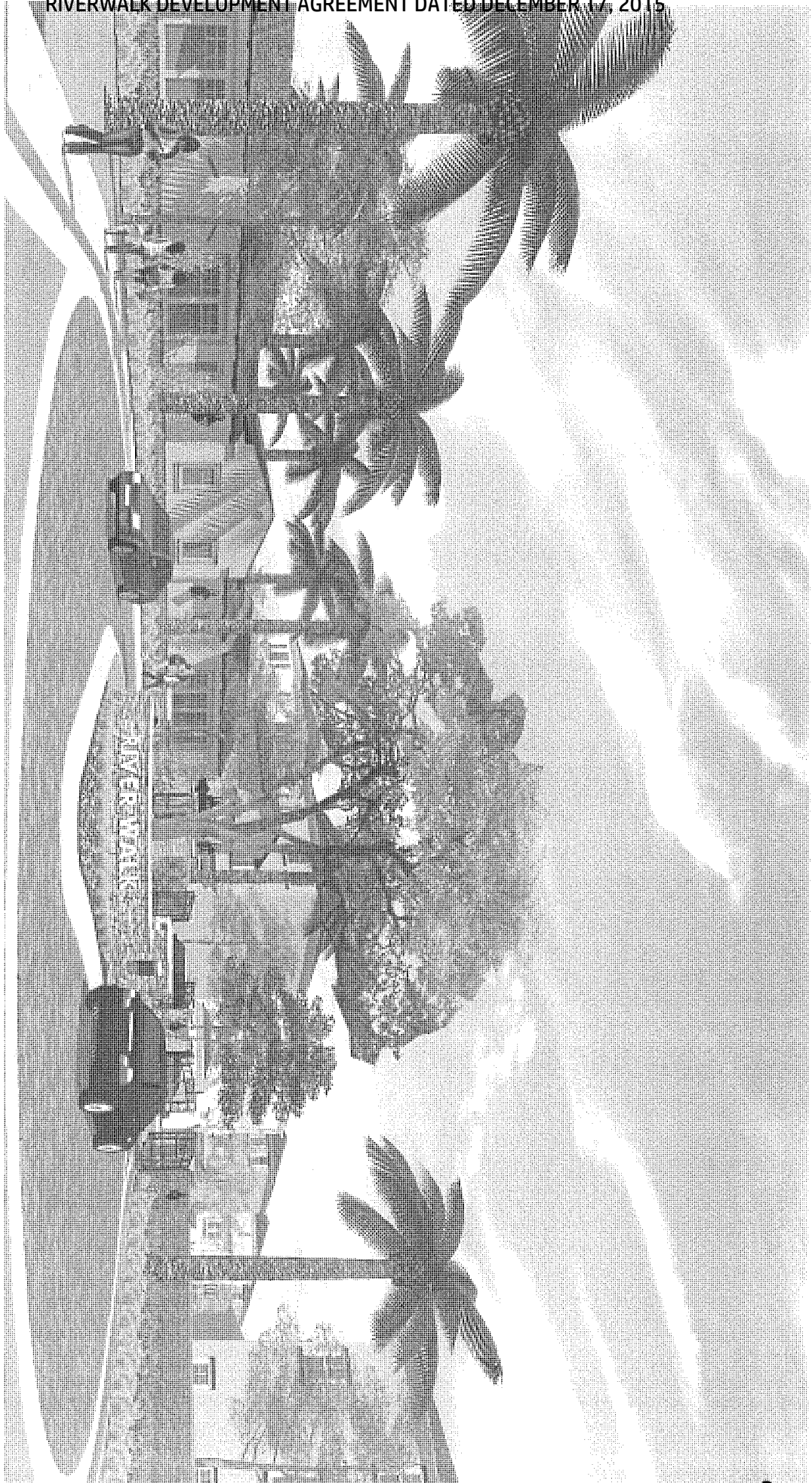
REC CENTER  
 (LEFT)



REC CENTER  
 (RIGHT)



REC CENTER  
 (REAR)



INTEGRAL

**RIVER WALK**

LONG BEACH, CA

DATE: 10-03-14  
VA JOB # 13-091

**URBAN  
ARTENA**  
Landscape Architecture  
10000 Wilshire Blvd, Suite 1000  
Beverly Hills, CA 90210  
Tel: 310.277.0000

CLIENT REVIEW SUBMITTAL  
Sheet no.

A-3



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



**RIVER WALK**  
 LONG BEACH, CA

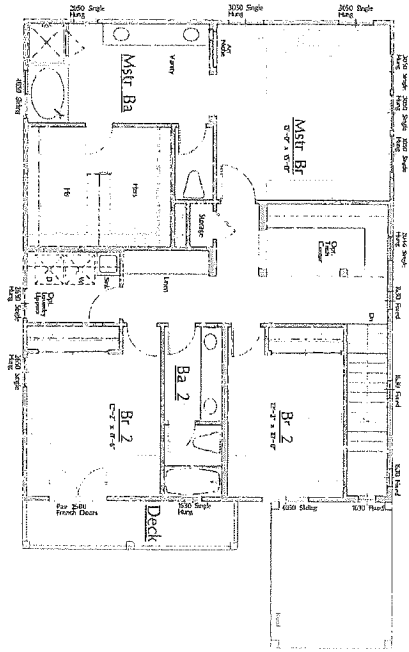
DATE: 10-03-14  
 U.A. JOB # 13-097



CONCEPTUAL  
 FLOOR PLAN

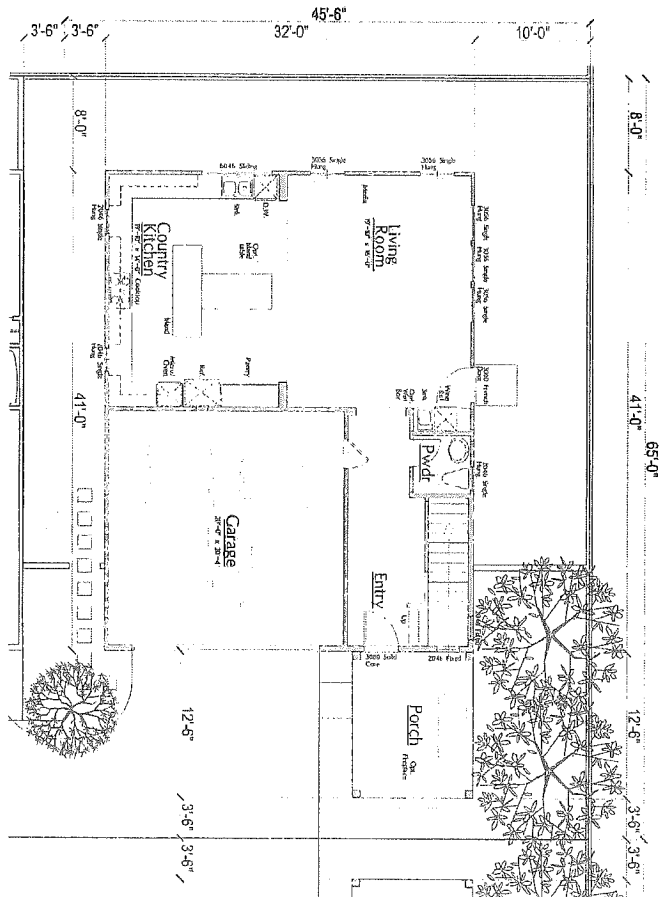
CLIENT REVIEW SUBMITTAL  
 Sheet No. A-4

888 S.F.



TOTAL RESIDENCE - 2139 S.F.

1251 S.F.



PLAN 1  
 SPANISH RUSTIC ELEVATION

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



**RIVER WALK**  
 LONG BEACH, CA

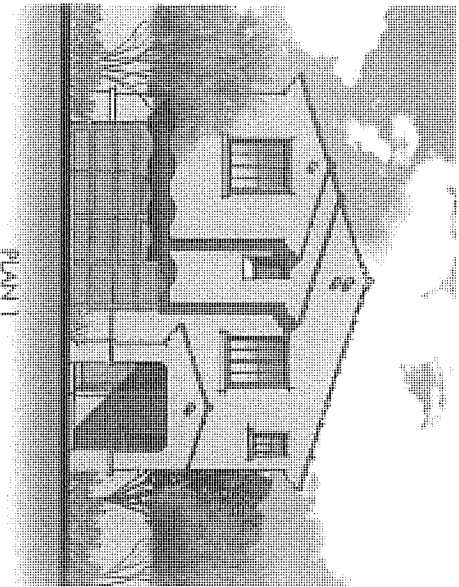
DATE: 10-03-14  
 U.S. JOB #: 13261



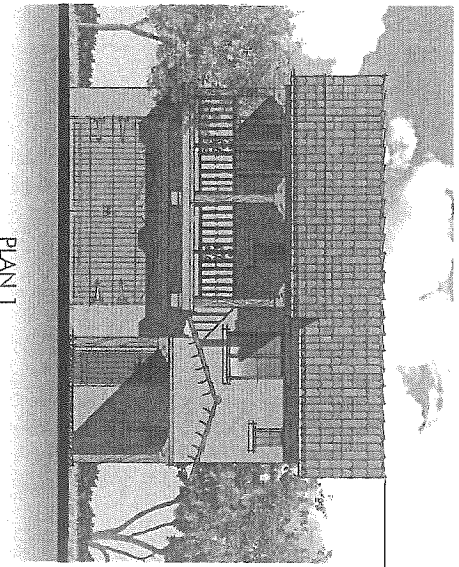
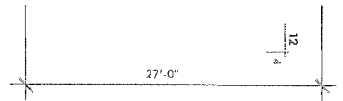
PLAN 1 FRONT ELEVATIONS

CLIENT REVIEW SIGNATURE  
 SIGNED: [Signature]  
 A-5

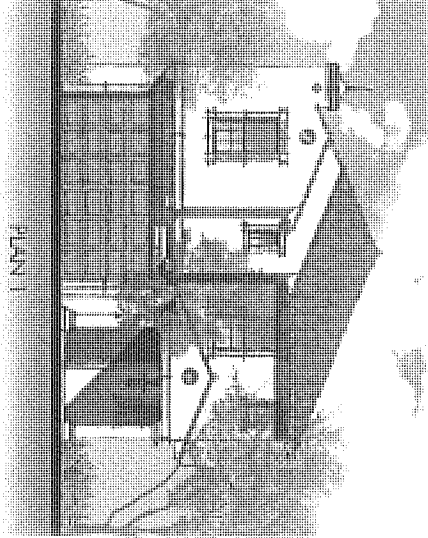
DESIGNER SIGNATURE - SIGNATURE  
 STUCCO 1/2"2 SAND FINISH



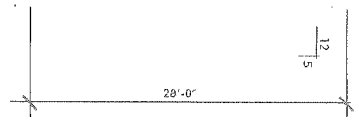
PLAN 1  
 SPANISH BUNGALOW



PLAN 1  
 SPANISH RUSTIC



PLAN 1  
 SPANISH COLONIAL



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

INTEGRAL

RIVERWALK

LONG BEACH, CA

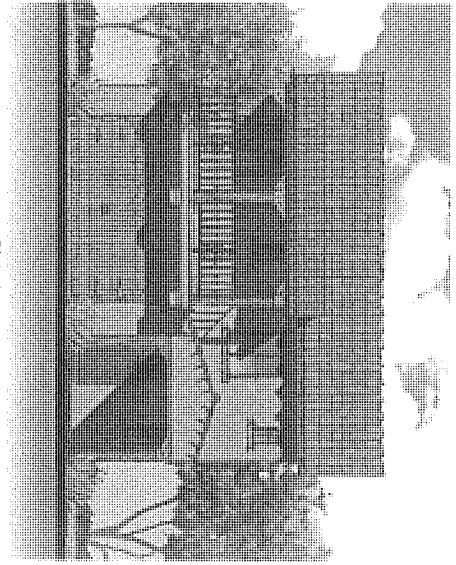
DATE: 10-03-14  
 JOB # 13297

URBAN  
 ARENA  
 COMMUNITY DEVELOPMENT  
 LONG BEACH, CA

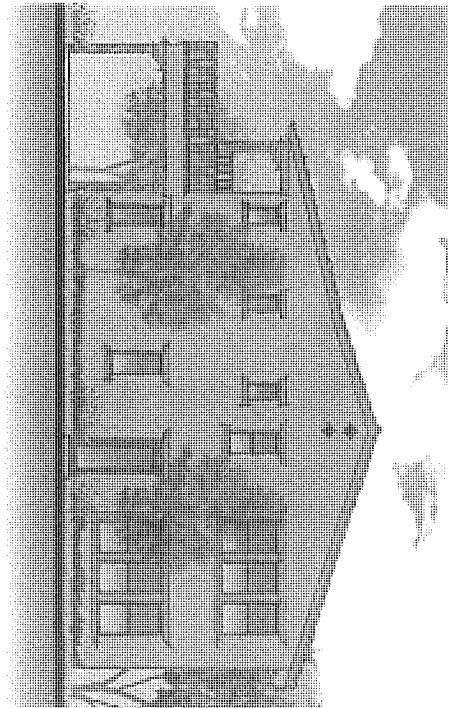
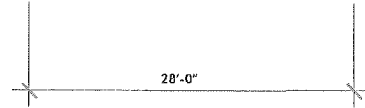
PLAN 1 RUSTIC WRAP ELEVATIONS

CLEAR REVIEW SUBMITTAL  
 SHEET NO. A-6

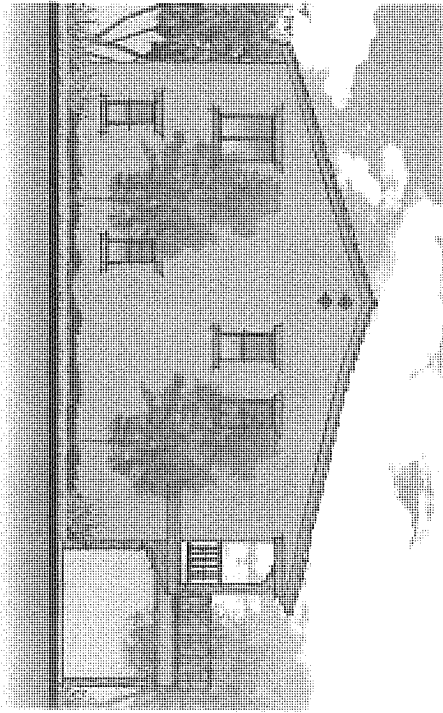
OUTSIDE ELEVATION - SHOOD  
 STUCCO 1/2" SAND FINISH



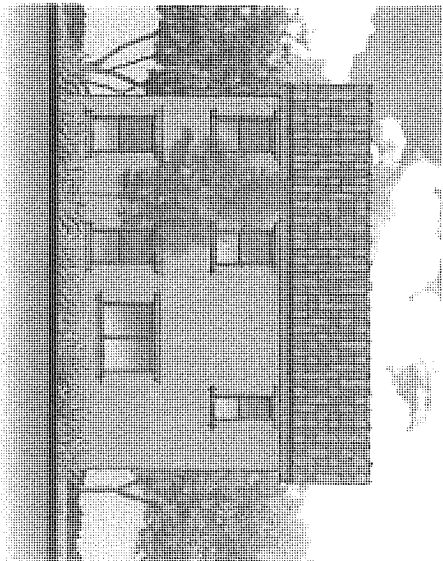
PLAN 1  
 SPANISH RUSTIC  
 (FRONT)



PLAN 1  
 SPANISH RUSTIC  
 (RIGHT)



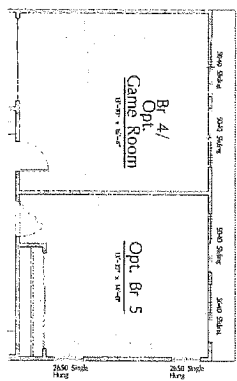
PLAN 1  
 SPANISH RUSTIC  
 (LEFT)



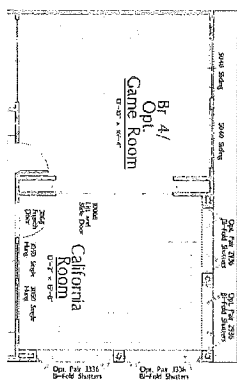
PLAN 1  
 SPANISH RUSTIC  
 (REAR)

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

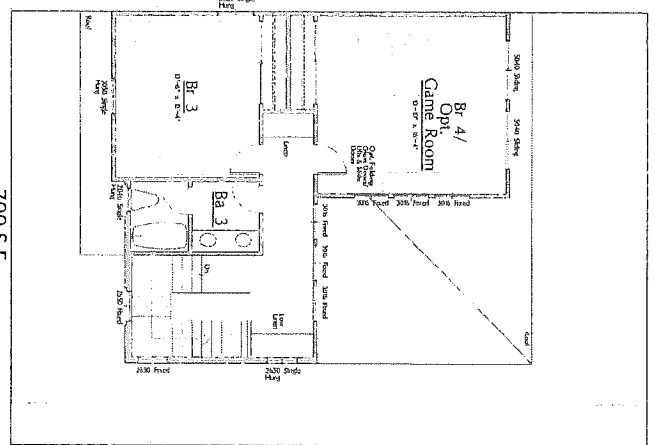
**INTEGRAL**  
 ARCHITECTS  
 10000  
 RIVERWALK  
 LONG BEACH, CA  
 DATE: 06-26-14  
 U.A. JOB # 13-071



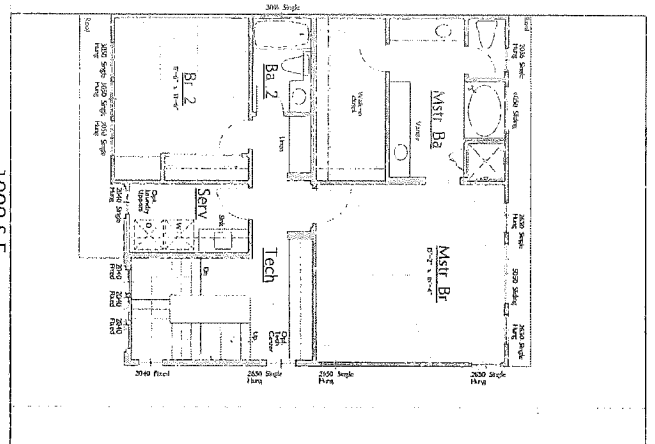
OPTION 2  
 + 236 S.F.  
 OF LIVING  
 SPACE



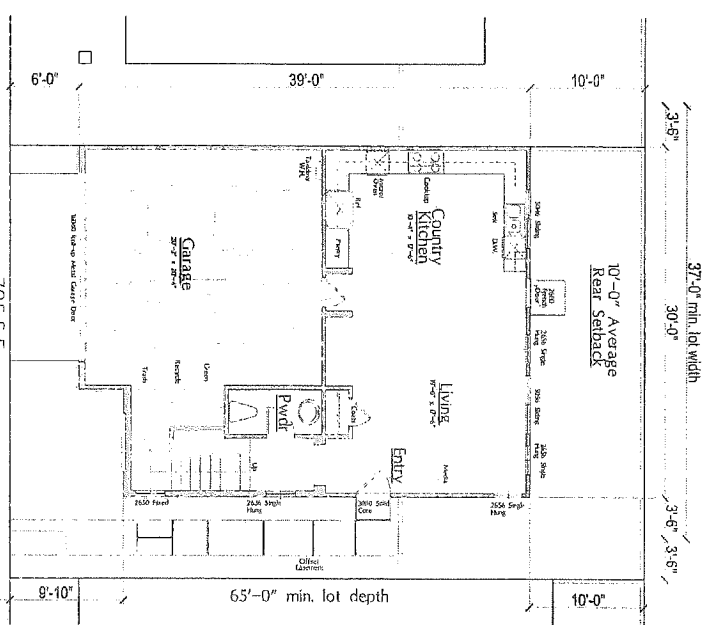
OPTION 1  
 + 236 S.F.  
 OF DECK  
 SPACE



700 S.F.



1009 S.F.



705 S.F.

TOTAL RESIDENCE - 2414 S.F.  
 OPT. CALIFORNIA ROOM OR OPT. BR 5 - 236 S.F.  
 TOTAL LIVING SPACE WITH OPT. BR 5 - 2650 S.F.

**PLAN 2**

SPANISH COLONIAL ELEVATION

**URBAN**  
 APARTMENTS  
 10000  
 RIVERWALK  
 LONG BEACH, CA

CONCEPTUAL  
 FLOOR PLAN  
 CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-7

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



INTEGRAL  
 ARCHITECTS  
 10000 W. BAYVIEW BLVD.  
 SUITE 100  
 LOS ANGELES, CA 90048  
 TEL: 310.441.1000  
 FAX: 310.441.1001  
 WWW.INTEGRALARCHITECTS.COM

**RIVER WALK**  
 LONG BEACH, CA  
 DATE: 10-03-14  
 U.A. JOB # 13291

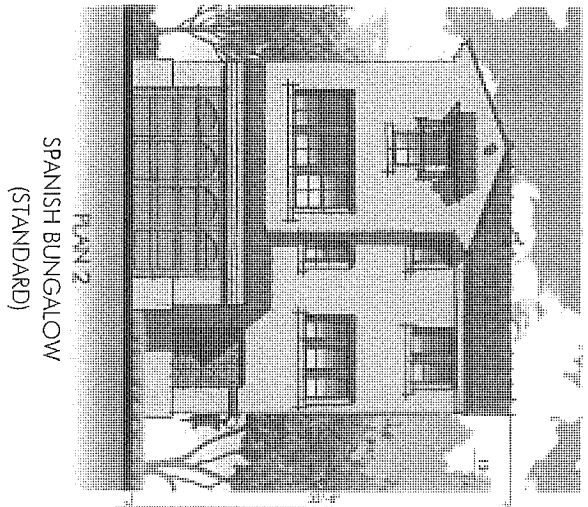


URBAN ARTEFACT  
 ARCHITECTS  
 10000 W. BAYVIEW BLVD.  
 SUITE 100  
 LOS ANGELES, CA 90048  
 TEL: 310.441.1000  
 FAX: 310.441.1001  
 WWW.URBANARTEFACT.COM

SCALE: 1/8" = 1'-0"  
 PLAN 2 FRONT ELEVATIONS STANDARD

CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-8

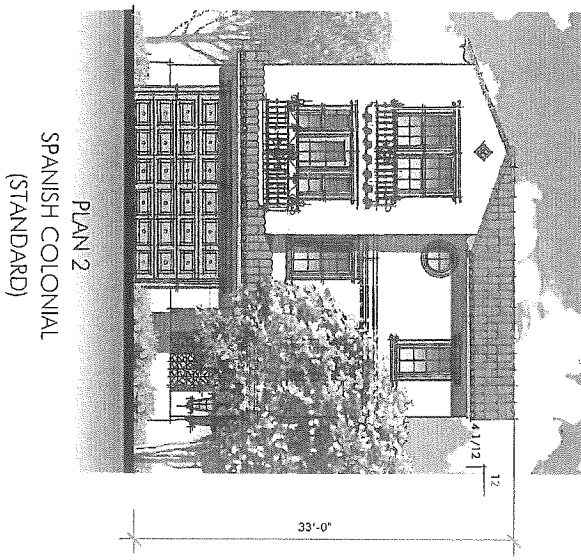
\*ENTRANCE ELEVATION - SMOOTH STUCCO 1/2" SAND FINISH



PLAN 2  
 SPANISH BUNGALOW  
 (STANDARD)

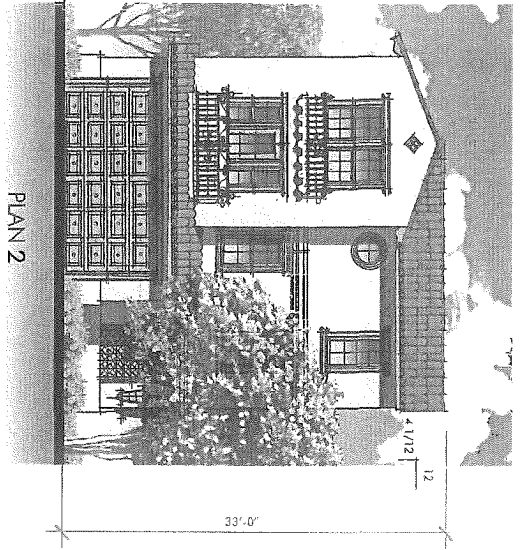


PLAN 2  
 SPANISH RUSTIC  
 (STANDARD)

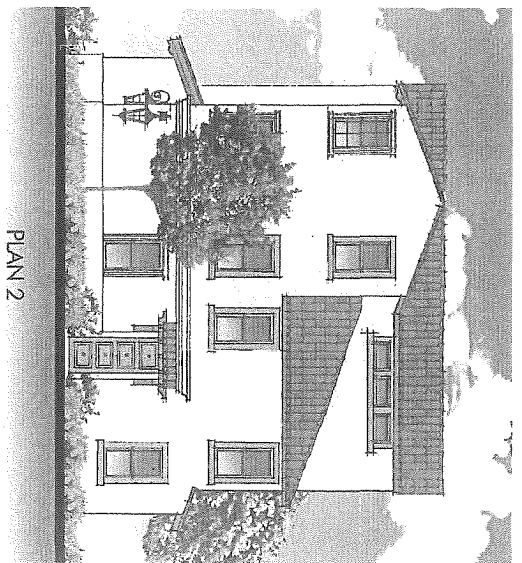


PLAN 2  
 SPANISH COLONIAL  
 (STANDARD)

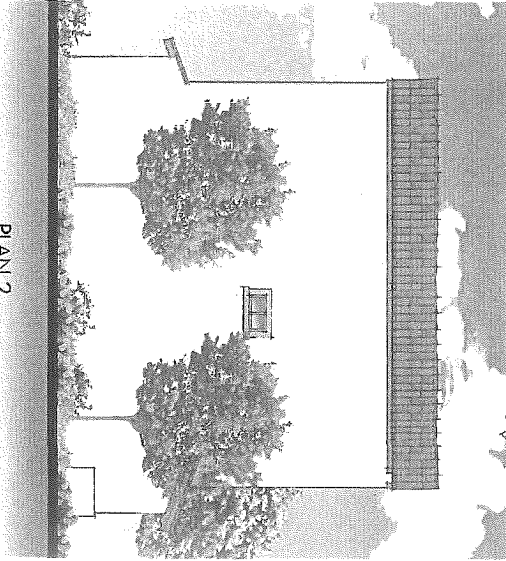
ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



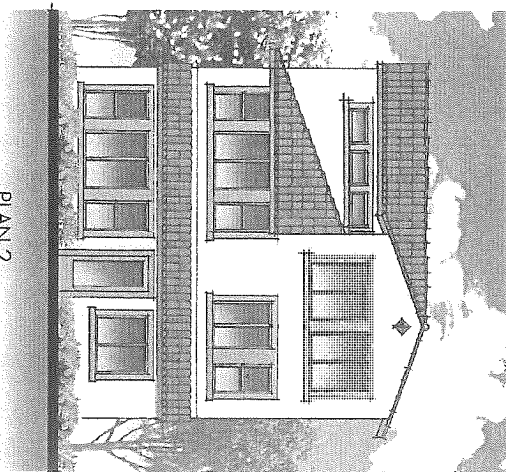
PLAN 2  
 SPANISH COLONIAL  
 (FRONT - STANDARD)



PLAN 2  
 SPANISH COLONIAL  
 (RIGHT - STANDARD)



PLAN 2  
 SPANISH COLONIAL  
 (LEFT - STANDARD)



PLAN 2  
 SPANISH COLONIAL  
 (REAR - STANDARD)



**RIVERWALK**  
 LONG BEACH, CA

DATE: 10-03-14  
 U.A. JOB # 13-001



URBAN ARENA  
 ARCHITECTURE  
 10000 W. BAYVIEW BLVD.  
 SUITE 100  
 BEVERLY HILLS, CA 90212  
 TEL: 310.351.1100  
 WWW.URBANARENA.COM

CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-8c

\*TERMINAL ELEVATION - JACOBI  
 STUCCO 1/2" X 3/8" SAND FINISH

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



**RIVER WALK**  
 LONG BEACH, CA

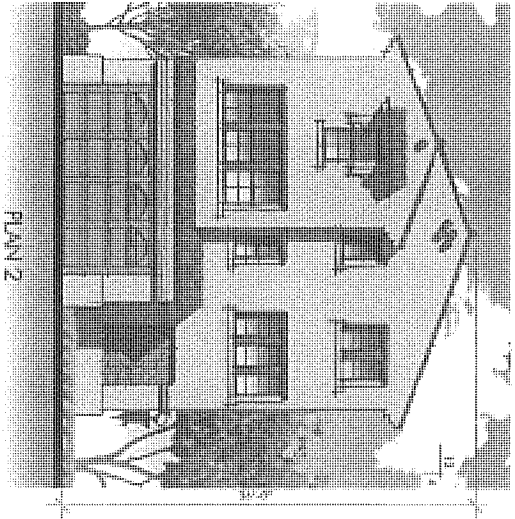
DATE: 10-03-14  
 UO: JOB # 13201



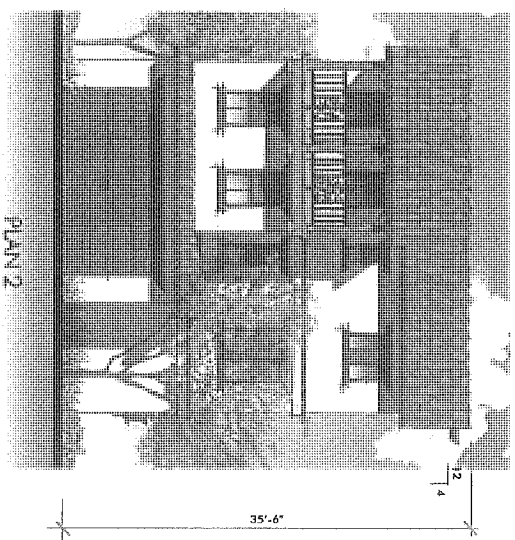
URBAN ARENA  
 ARCHITECTURE & INTERIOR DESIGN  
 10000 WILSON BLVD  
 SUITE 1000  
 LOS ANGELES, CA 90024  
 TEL: 310.407.1000  
 WWW.URBANARENA.COM

CLIENT REVIEW SUBMITTAL  
 SHEET NO.  
**A-9**

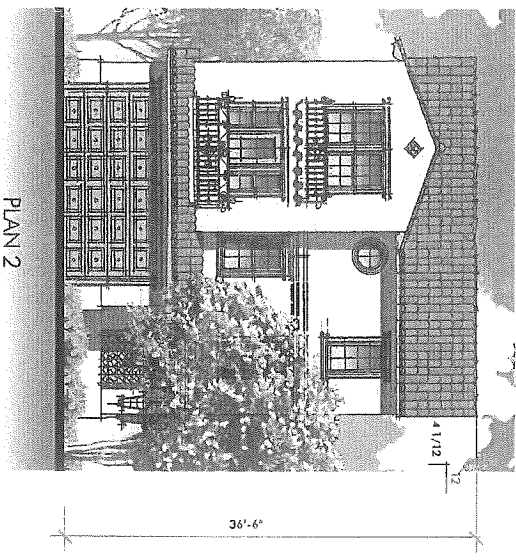
\*TERMINAL ELEVATION - SOUTH  
 STUCCO 1/200 SAND FINISH



PLAN 2  
 SPANISH BUNGALOW  
 (WITH CAL ROOM / OPT BEDROOM)



PLAN 2  
 SPANISH RUSTIC  
 (WITH CAL ROOM / OPT BEDROOM)



PLAN 2  
 SPANISH COLONIAL  
 (WITH CAL ROOM / OPT BEDROOM)



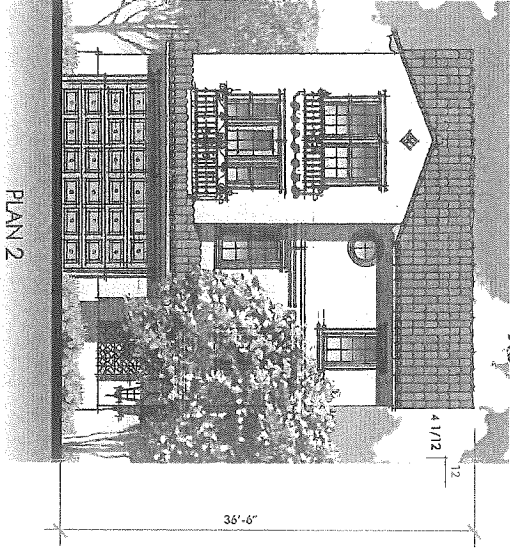
PLAN 2 FRONT ELEVATIONS OPTIONAL

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

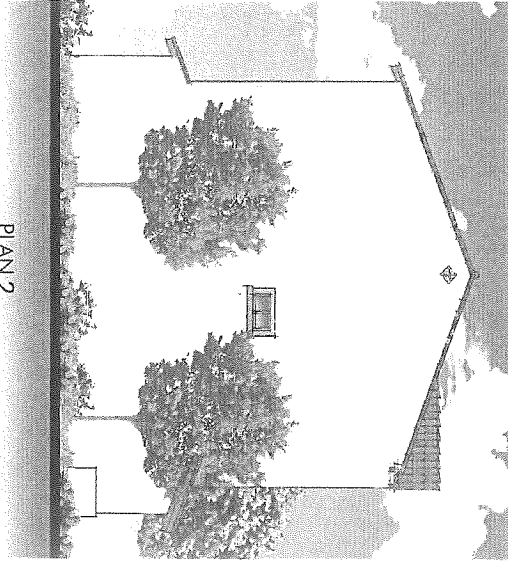


**RIVERWALK**  
 LONG BEACH, CA

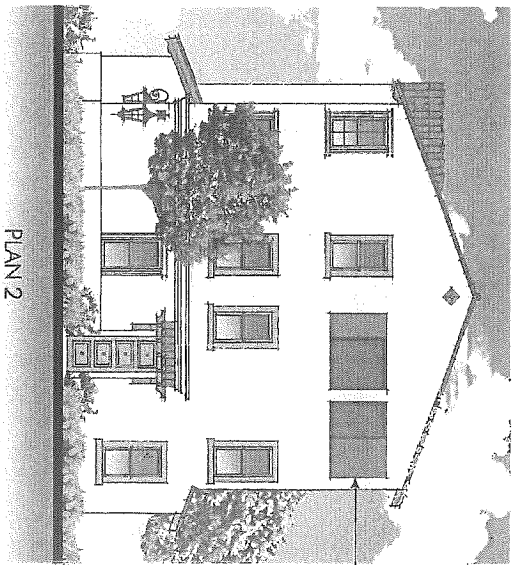
DATE: 10-03-14  
 JOB # 15091



PLAN 2  
 SPANISH COLONIAL  
 (FRONT - OPTIONAL)



PLAN 2  
 SPANISH COLONIAL  
 (LEFT - OPTIONAL)



PLAN 2  
 SPANISH COLONIAL  
 (RIGHT - OPTIONAL)



PLAN 2  
 SPANISH COLONIAL  
 (REAR - OPTIONAL)



PLAN 2 COLONIAL WRAP ELEVATIONS OPTIONAL

CLIENT REVIEW SIGNATURE  
 SHEET NO. A-90

\*PREFERRED FINISH - SMOOTH STUCCO 1/2\"/>



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



**RIVER WALK**  
 LONG BEACH, CA  
 DATE: 10/20/14  
 DRAWN BY: JTB & DGP



**URBAN PLAN**  
 CONCEPTUAL FLOOR PLAN

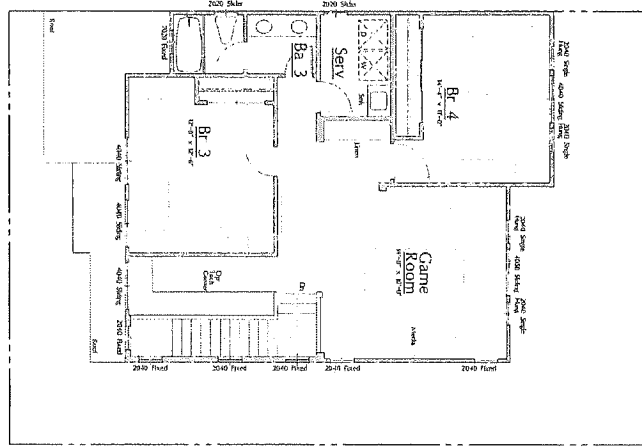
CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-10

SPANISH BUNGALOW ELEVATION

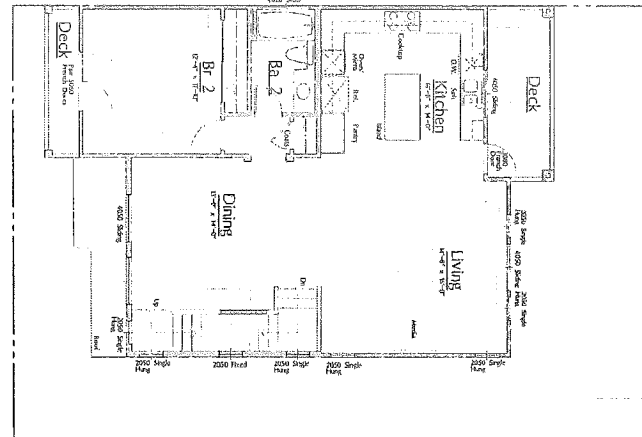
PLAN 3

TOTAL RESIDENCE - 2642 S.F.  
 REAR DECK - 87 S.F.  
 FRONT DECK - 39 S.F.

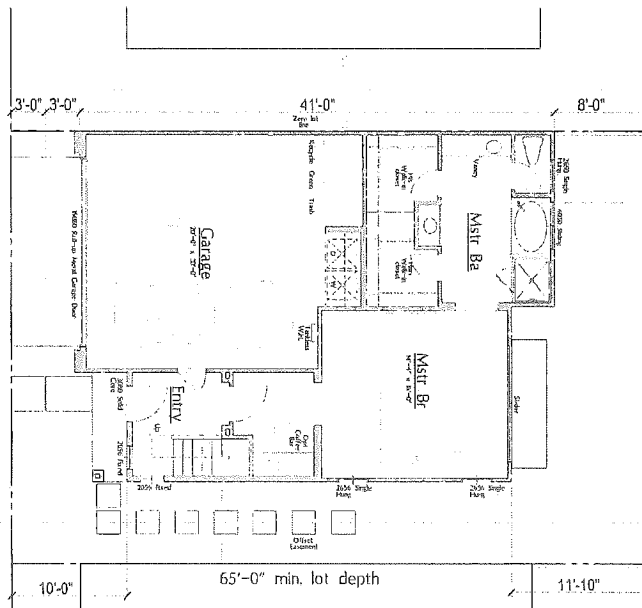
964 S.F.



1018 S.F.



660 S.F.



37'-0" min. lot width  
 23'-11" (width of garage area)  
 3'-6" (width of deck area)  
 6'-1" (width of deck area)  
 3'-6" (width of deck area)  
 3'-6" (width of deck area)

65'-0" min. lot depth

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



**RIVER WALK**  
 LONG BEACH, CA

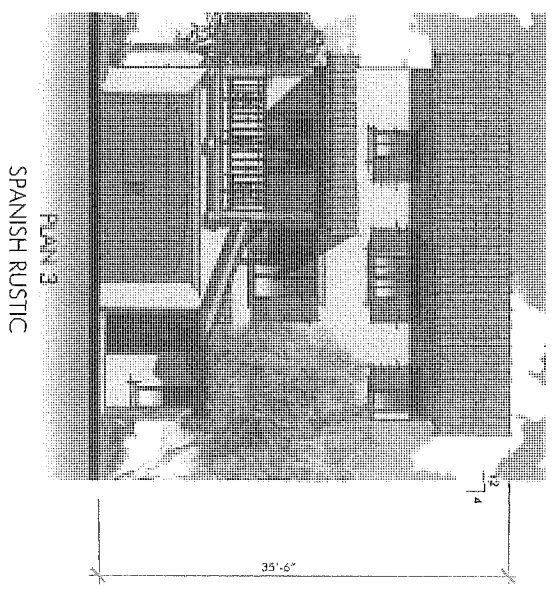
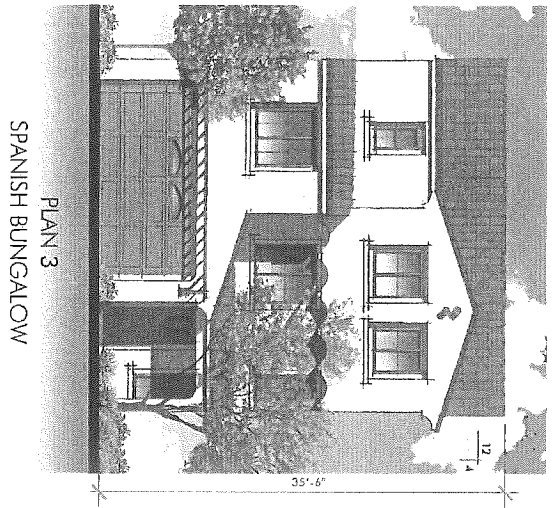
DATE: 10/03/14  
 LA JOB # 13297



PLAN 3 FRONT ELEVATIONS

CLIENT REVIEW SUBMITTAL  
 Sheet no. A-11

\*RUSTIC ELEVATION - SMOOTH  
 STUCCO 1/4"X 3/8" SAND FINISH



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



**RIVER WALK**

LONG BEACH, CA

DATE: 10-03-14  
 I/A: JDS & LSC/ST



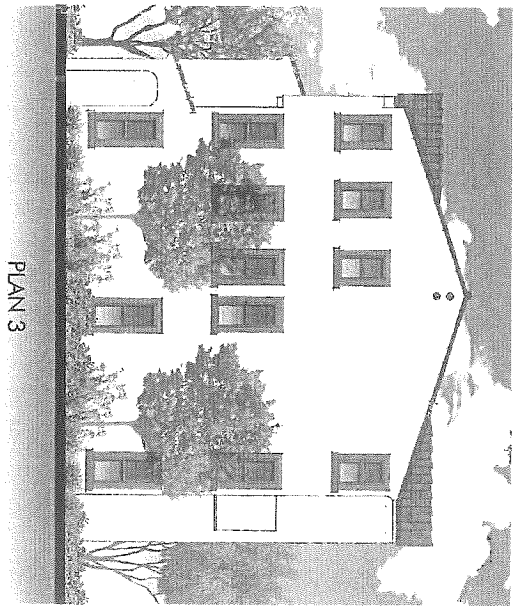
PLAN 3 BUNGALOW WRAP ELEVATIONS

CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-12

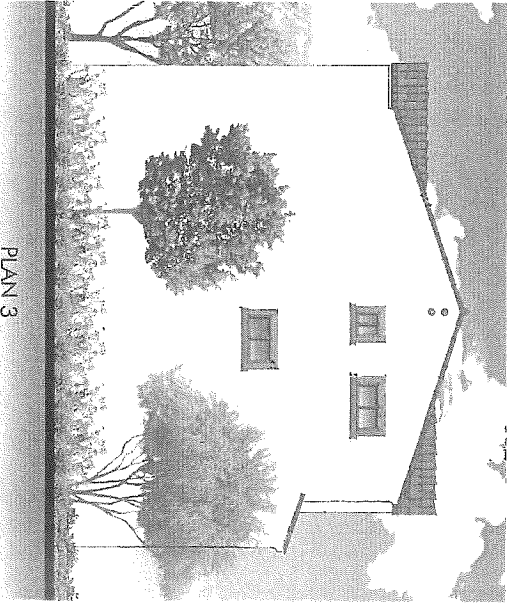
ORTHOGRAPHIC ELEVATION - SMOOTH  
 STUDIO 16/20 SAND FINISH



PLAN 3  
 SPANISH BUNGALOW  
 (FRONT)



PLAN 3  
 SPANISH BUNGALOW  
 (RIGHT)

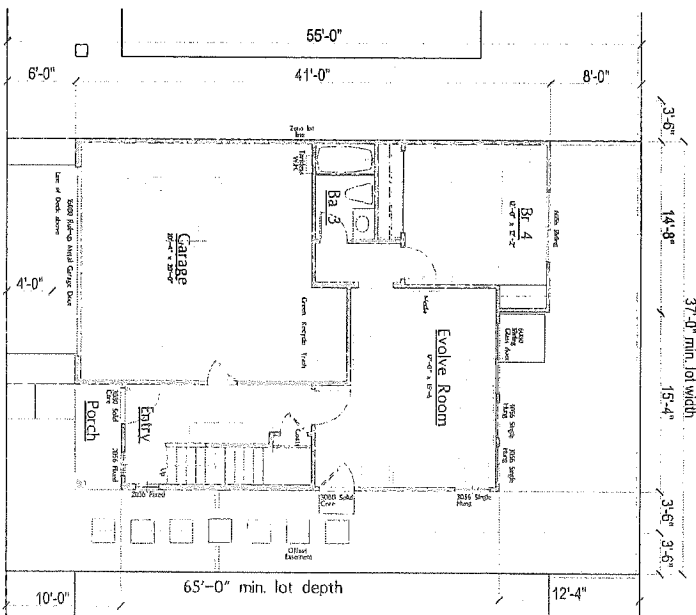
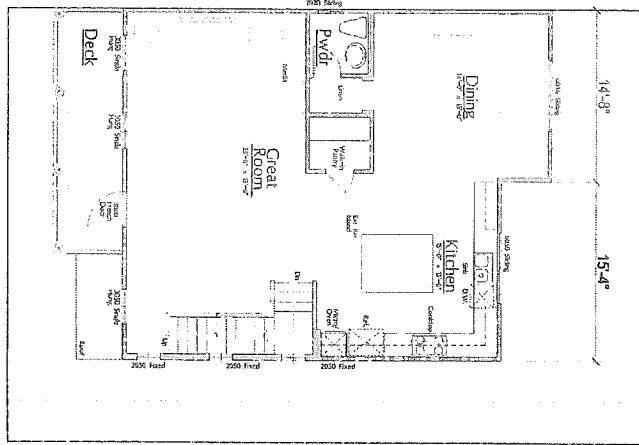
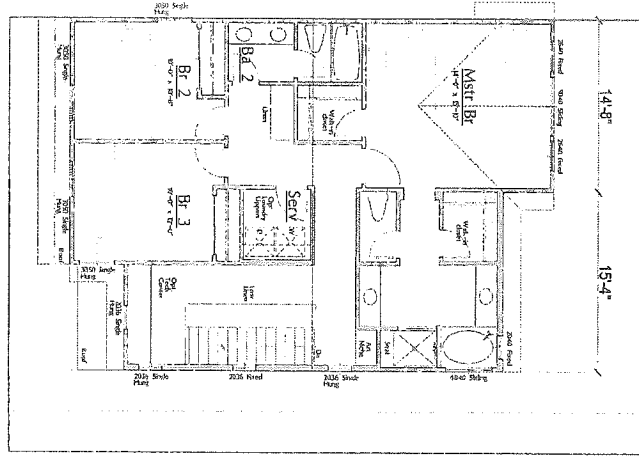


PLAN 3  
 SPANISH BUNGALOW  
 (LEFT)



PLAN 3  
 SPANISH BUNGALOW  
 (REAR)

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



TOTAL RESIDENCE - 2825 S.F.  
 DECK - 126 S.F.

PLAN 4  
 SPANISH COLONIAL ELEVATION

INTEGRAL  
 RIVERWALK  
 LONG BEACH, CA  
 DATE: 10-03-14  
 U.A. JOB # 132971

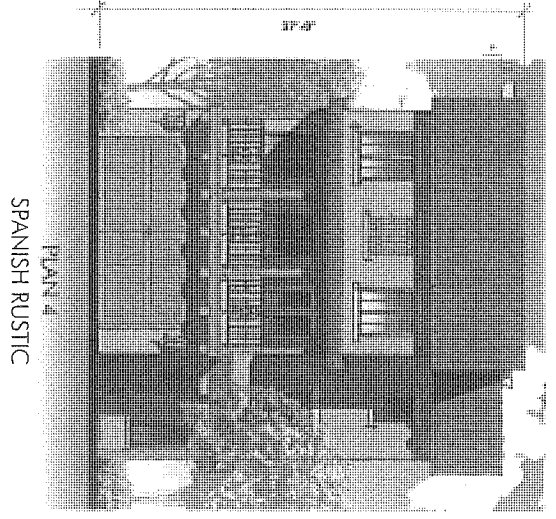
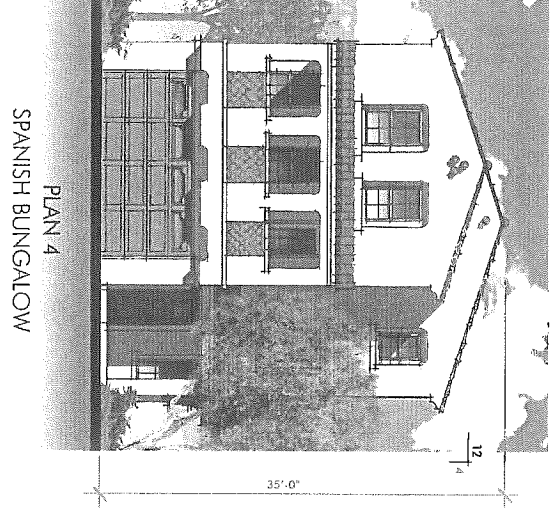
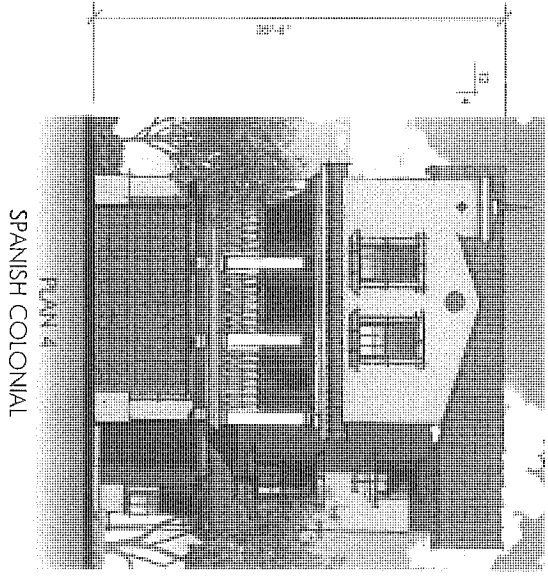


SCALE: 1/8" = 1'-0"  
 CONCEPTUAL  
 FLOOR PLAN

CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-13

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

INTEGRAL  
 RIVERWALK  
 LONG BEACH, CA  
 DATE: 10-03-11  
 JOB # 13-07



URBAN  
 LONG BEACH, CA  
 DATE: 10-03-11  
 JOB # 13-07

SCALE: 1/8" = 1'-0"  
 PLAN 4 FRONT ELEVATIONS

CLEAR REVIEW SUBMITTAL  
 SHEET NO. A-14

\*EXTERIOR ELEVATION - SMOOTH  
 STUCCO 1/2\"/>

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015



**RIVER WALK**  
 LONG BEACH, CA

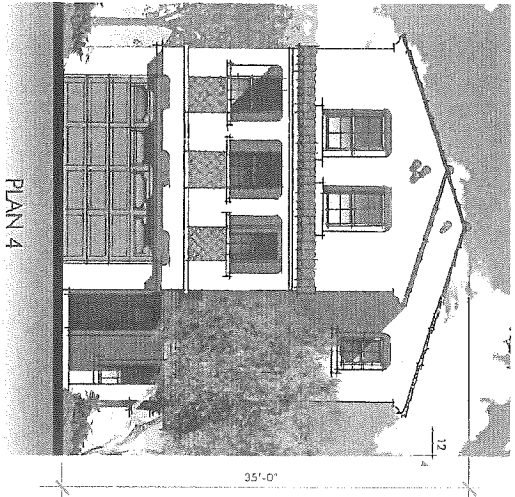
DATE: 10-03-14  
 LA JOB # 13091



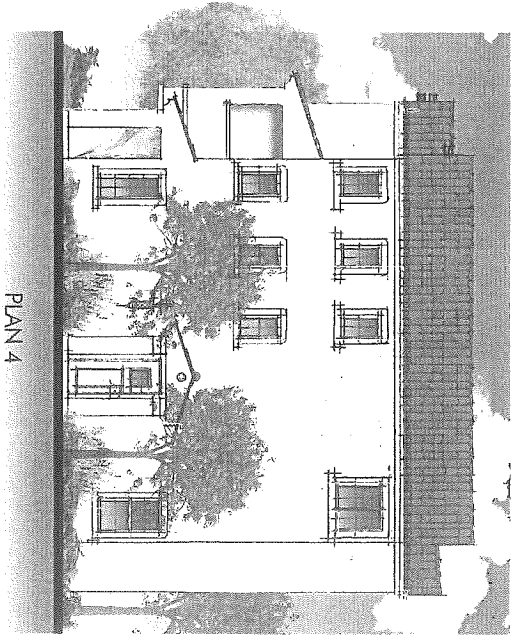
**URBAN ARENA**  
 ARCHITECTURE

CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-15

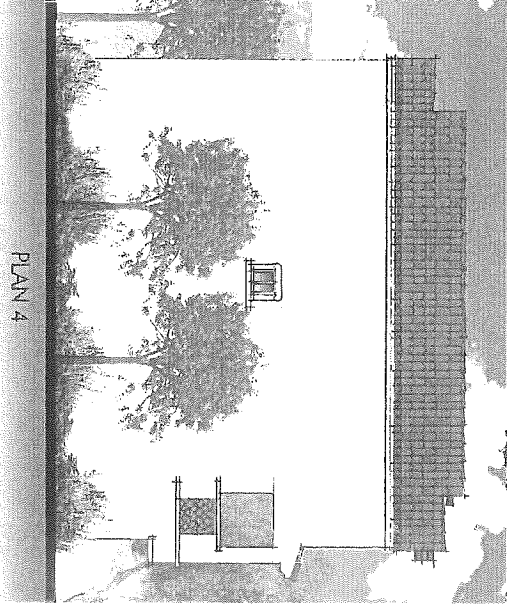
\*ORIGINE ELEVATION - ANOTHER  
 STRUCTO 1/07/08 SHIRO ENRICH



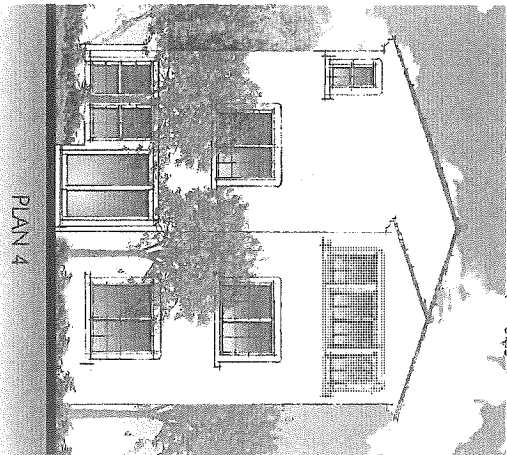
PLAN 4  
 SPANISH BUNGALOW  
 (FRONT)



PLAN 4  
 SPANISH BUNGALOW  
 (RIGHT)



PLAN 4  
 SPANISH BUNGALOW  
 (LEFT)



PLAN 4  
 SPANISH BUNGALOW  
 (REAR)



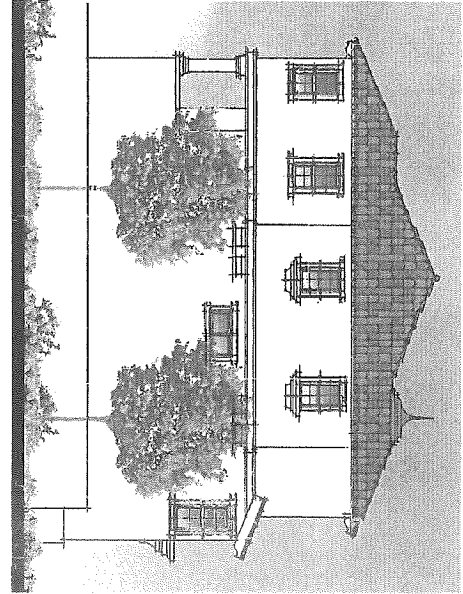
SCALE: 1/8" = 1'-0"  
 PLAN 4 BUNGALOW WRAP ELEVATIONS

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
 RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

INTEGRAL

RIVERWALK  
 LONG BEACH, CA

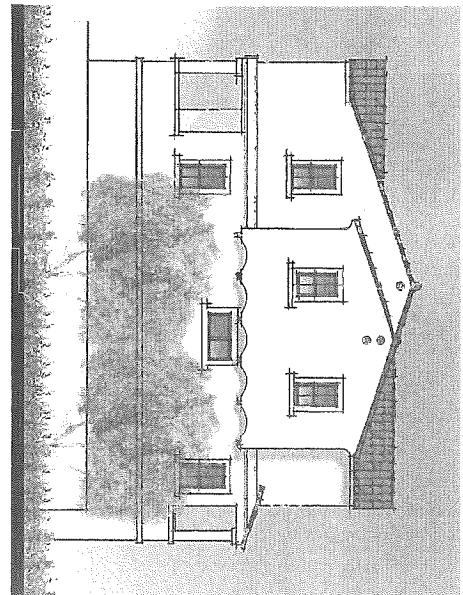
DATE: 10-03-14  
 VA: DS 8 13-07



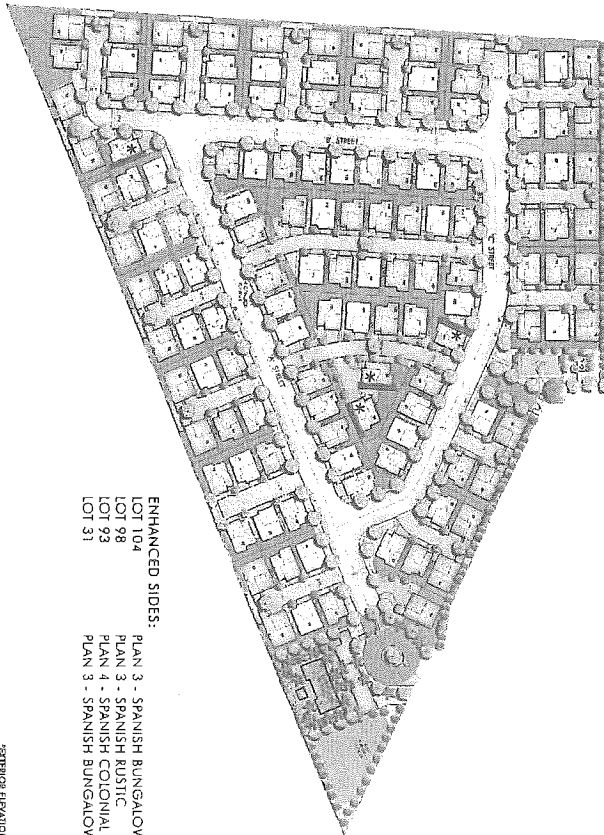
PLAN 3 SPANISH COLONIAL LEFT ( ENHANCED ELEVATION)



PLAN 4 SPANISH BUNGALOW - LEFT ( ENHANCED ELEVATION)



PLAN 3 LEFT SPANISH RUSTIC ( ENHANCED SIDE)



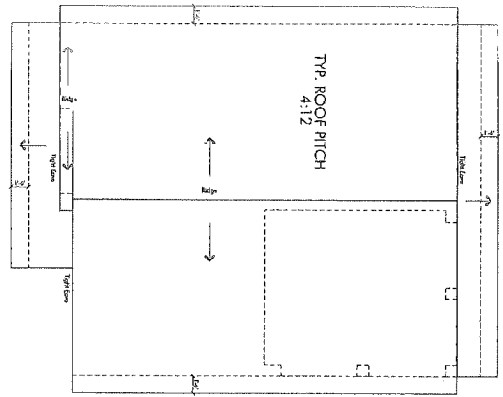
- ENHANCED SIDES:
- LOT 104 PLAN 3 - SPANISH BUNGALOW
  - LOT 98 PLAN 3 - SPANISH RUSTIC
  - LOT 93 PLAN 4 - SPANISH COLONIAL
  - LOT 31 PLAN 3 - SPANISH BUNGALOW

URBAN  
 A-16  
 1/2" = 1' - 0"

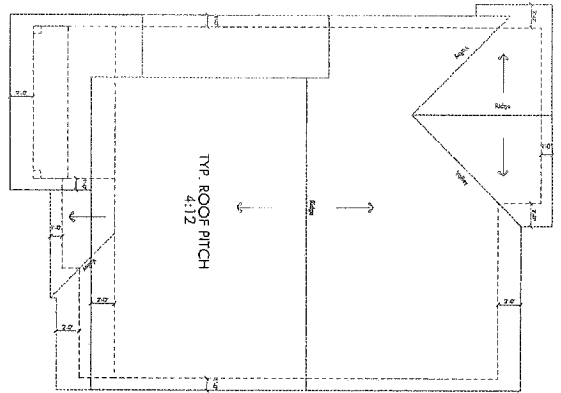
ENHANCED ELEVATIONS

CLIENT REVIEW SUBMITTAL  
 SHEET NO. A-16

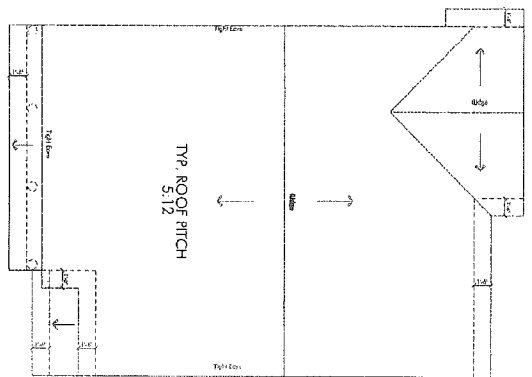
EXTERIOR ELEVATION - SMOOTH  
 STUCCO 1/2" SAND FINISH



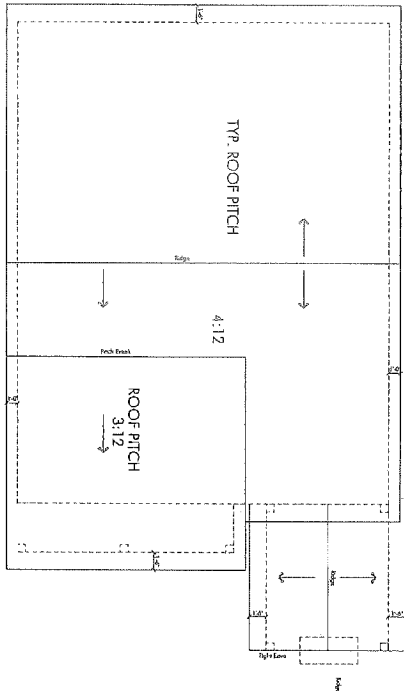
**PLAN 2**  
 SPANISH BUNGALOW ELEVATION



**PLAN 3**  
 SPANISH RUSTIC ELEVATION



**PLAN 4**  
 SPANISH COLONIAL ELEVATION



**PLAN 1**  
 SPANISH RUSTIC ELEVATION

**INTEGRAL**  
 RIVERWALK  
 LONG BEACH, CA  
 DATE: 10-03-14  
 JOB # 13067

**URBAN**  
 ARENA  
 10000 S. LA BREA AVE.  
 SUITE 1000  
 LOS ANGELES, CA 90045

SCALE: 1/8" = 1'-0"  
 CONCEPTUAL  
 ROOF PLANS

CLIENT REVIEW SUBMITTAL  
 SHEET NO.  
 A-17



EXHIBIT "C"

OFFSITE IMPROVEMENTS

**OFF TRACT ITEMS**

DAISY AVE. (From 48<sup>th</sup> St. to the Property)

Mill and Overlay with AC Leveling Course and Rubber Asphalt Hot Mix	SF	14,300
Curb and Gutter	LF	500
4' P.C.C. Sidewalk	SF	1,240
Landscaping and Street Trees	SF	1,250
ADA Truncated Dome Ramps at Intersections	SF	48

OREGON AVE. (From 48<sup>th</sup> St. to the Property)

Mill and Overlay with AC Leveling Course and Rubber Asphalt Hot Mix	SF	7,690
Curb and Gutter	LF	750
4' P.C.C. Sidewalk	SF	740
Landscaping and Street Trees	SF	850
Traffic Signal @ Del Amo Blvd.	EA	1
ADA Truncated Dome Ramps at Intersections		

48TH ST.

Mill and Overlay with AC Leveling Course and Rubber Asphalt Hot Mix	SF	31,700
ADA Truncated Dome Ramps at Intersections	SF	48

Street Slurry and Reconstruction of Full Curb and Gutter:

48 <sup>th</sup> Street from Oregon Ave. to Long Beach Blvd.	SF	38,700
Curb and Gutter	LF	2,950
Pacific Ave. from the Railroad Embankment to Del Amo Blvd.	SF	95,400
Curb and Gutter	LF	3,080
49 <sup>th</sup> Street from Oregon Ave. to Long Beach Blvd.	SF	55,570
Curb and Gutter	LF	3,920

**OREGON PARK**

**SITE IMPROVEMENTS**

Earthwork (Import)	CY	11,650
Erosion Control	LS	1
Clear and Grub Existing Site	LS	1
4" Concrete Pavement (Optimus Micro Sand (05) Finish)	SF	3,780
8" Concrete Pavement	SF	380

**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**

4" Concrete Pavement (Optimus Sandblast Medium (25) Finish)	SF	6,700
Construct Aggregate Base	CY	100
Concrete Mow Curb	LF	1,930
Decomposed Granite Paving	CY	120
6' Tall Tubular Steel Fencing/Gate	LF	590
Salvaged Steel Fencing	LF	685
8' Tall Masonry Wall	LF	390
Lodgepole Fencing	LF	160
Drive Apron	SF	390
Asphaltic Concrete Parking Lot (3")	SY	2,182
Concrete Bollard	EA	3
Vegetated Swale	SF	3,410
6' Tall Masonry Pilaster	EA	2
8' Tall Masonry Pilaster	EA	1
Parking Lot Poles and Fixtures	EA	7
Mountable 6" Curb and Gutter	LF	11
Tubular Steel Gate (Pedestrian Gate)	EA	1
Construct 6" Curb	LF	830
Construct 6" Curb and Gutter	LF	220
Mountable 6" Curb	LF	11
Construct ADA Ramp	EA	1
Install Wheel Stop	EA	3
Signage and Striping	LS	1

**STORM IMPROVEMENTS**

Construct Catch Basin and Grate (12"-36")	EA	13
Construct 6" Atrium Drain	EA	7
Construct 4" PVC (SD Pipe)	LF	670
Construct 6" PVC (SD Pipe)	LF	320
Construct 8" PVC (SD Pipe)	LF	80
Construct 12" PVC (SD Pipe)	LF	150
Construct 18" RCP (SD Pipe)	LF	180
Construct Subdrain (4" PVC Perforated Pipe with 12"x18" Gravel Wrap)	LF	380
Construct Curb Inlet Catch Basin	EA	1
Construct Local Depression at Curb Inlet	EA	1
Install Stormceptor Model No STC 2400	EA	1
Construct Hancor Stormwater Retention System	EA	1
Construct Deck Drain	EA	5
Construct 12"X12" Catch Basin	EA	7
Construct Storm Drain Cleanout	EA	1
Construct Junction Structure	EA	2
Construct Manhole	EA	1

**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**

**WET UTILITIES**

Construct 2" Service with 1 1/2" Meter	LS	1
Install 1 1/2" RPPD	EA	1
Construct 1 1/2" PVC (Water)	LF	200
Construct Asphalt Pavement Replacement	SF	120
Construct 4" PVC (Sewer)	LF	120
Connect to Existing Sewer	EA	1
Construct Sewer Cleanout	EA	2

**ELECTRICAL**

Electrical Lines, Connections, etc.	LS	1
Pedestrian Light Poles and Fixtures	EA	7
Sports Field Lighting	EA	4

**PLANTING/LANDSCAPE/IRRIGATION**

24" Box Tress with Staking	LS	112
5 Gallon Shrub/Plant	EA	1,342
1 Gallon Shrub/Plant	EA	1,188
Vegetated Swale Planting (1 Gallon Plans 24" OC)	EA	722
Non-Sports Field Bermuda	SF	23,356
Root Barrier (With 5' of Hardscape)	LF	1,440
Mulch	SF	45,643
Irrigation Controllers	EA	5
Irrigation Area	SF	74,800

Descriptions and quantities per RJM and MCE plans dated 7/3/14.

Quantities do not include offsite street improvements. Assumes existing improvements to remain in place.

Processing Fees, Utility Connection Fees, and Frontage Utility Fees are excluded from this estimate.

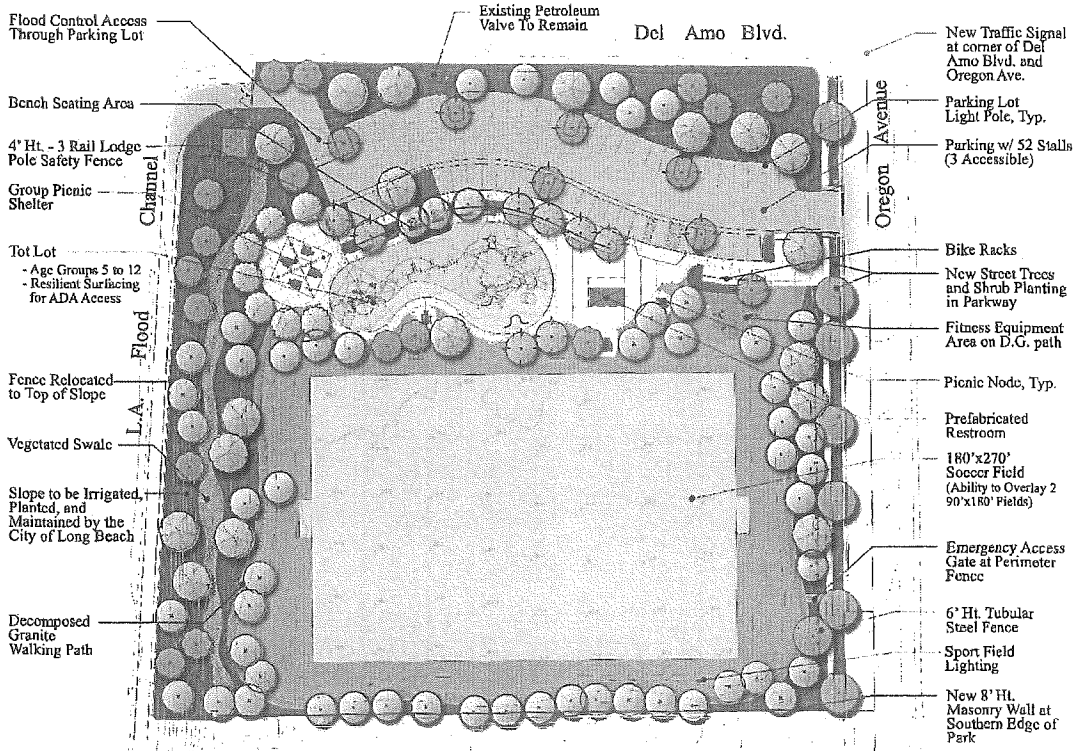
The parties acknowledge and agree that the list of improvements contained in this Exhibit was prepared by Owner and, further, may not be exhaustive, and that additional improvements which were mistakenly omitted from this Exhibit or otherwise become reasonably necessary to complete the Project shall constitute "Offsite Improvements."

EXHIBIT "D"

CONCEPTUAL PARK DESIGN

[SEE FOLLOWING PAGE]

**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**





 UPDATED 07/24/14
 
 LANDSCAPE CONCEPT PLAN  
**OREGON PARK IMPROVEMENTS**  
 CITY OF LONG BEACH, CALIFORNIA

EXHIBIT "E"

OREGON PARK IMPROVEMENTS, 4951 OREGON AVENUE, LONG BEACH, CA

- K-rated bollards separating the parking lot
- Drought-tolerant plants in all landscaped areas
- Irrigation with CalSense Automatic Controllers, and a handheld CalSense modem programmed to talk to the irrigation controller onsite
- Trees
- Benches with dividers for seating throughout the park
- Waste and Recycling Receptacles throughout the park
- Bike Racks with capacity for up to 15 bikes
- Six-foot tubular steel perimeter fencing, and a lockable gate with automated locks, shall be provided at the entrance to the LA Flood Channel
- Six-foot, tubular steel fence, with gates, around the synthetic turf soccer field
- Synthetic Turf Soccer Field with organic infill, 180' x 270' with ability to overlay two 90' x 180' fields
- Musco LED field lighting with ControlLink
- Reduce turf around the synthetic turf field by expanding the width of the decomposed granite walking loop to accommodate multiple walkers
- Appropriately transition from synthetic turf to the decomposed granite walking loop, in a fashion that does not void the synthetic turf warranty
- Include at least six fitness stations, with distance markers at each station
- Benched seating around the walking loop
- Restroom with six stalls, including 2 ADA accessible stalls, and 4 unisex stalls, with a central plumbing chase, and an additional area for equipment storage
- Hydration station/drinking fountain, sink and waste and recycling receptacle on exterior of the restroom
- Underground all utilities on and leading to the public park site

Age-Separated Play Equipment for ages 2-5 and ages 5-12 with shade structures and/or trees

**ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015**

**EXHIBIT "F"**

**CITY OF LONG BEACH IMPACT FEE SCHEDULE**

<b>ARTICLE I.</b>		
<b>ARTICLE II. School Impact Fees</b>		
Commercial/Industrial		\$0.54/Sq. Ft.
Residential Level 1		\$3.36/Sq. Ft.
Residential Level 2 (New Construction)		\$4.32/Sq. Ft.
<b>ARTICLE III. Sewer Capacity Impact Fees</b>		
Commercial		\$97.31 per equivalent fixture unit
Residential		\$97.31 per equivalent fixture unit
<b>ARTICLE IV. Parks Impact Fees</b>		
Commercial		None
Residential		
Single Family		\$4,613.04
Per unit for multi-unit		\$3,562.78
Per manufactured housing dwelling unit		\$2,619.63
Per artist loft/live-work studio unit		\$1,781.39
<b>ARTICLE V. Public Safety Impact Fees (Fire &amp; Police)</b>		
Residential – Single Family Unit		\$1,199 per dwelling unit
Residential - Multi-Family Unit		\$915 per dwelling unit
Nonresidential - Commercial		\$0.709 per sq. ft.
Nonresidential - Office		\$0.863 per sq. ft.
Nonresidential - Industrial		\$0.350 per sq. ft.
<b>ARTICLE VI. Transportation Improvement Fees</b>		
Residential		
Residential		\$1,125/unit
Accessory, up to 220 sq. ft.		\$236.23/unit
Senior Citizen		\$663.75/unit
Commercial		
Industrial		\$1.10/Sq. Ft.
Office		\$2.00/Sq. Ft.
Retail		\$3.00/Sq. Ft.
Hotel		\$750/guest room
Movie		\$140/seat
Warehouse		\$1.10/Sq. Ft.
Self-Storage Facility		\$0.29/Sq. Ft.
<b>ARTICLE VII. Construction &amp; Demolition Debris Recycling</b>		
Processing of Construction and Demolition Debris Recycling application		
.25% of project valuation with a minimum fee of \$129 and a maximum of \$2,652		
Deposit for Construction and Demolition Debris Recycling program		
3% of total project valuation, with a minimum fee of \$1,545 and a maximum fee of \$51,500 / application		
		Fees in effect as of October 15, 2015

EXHIBIT "G"

ASSIGNMENT AND ASSUMPTION AGREEMENT

[SEE FOLLOWING PAGES]



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

Recording Requested by And  
When Recorded Return to:

City of Long Beach  
333 W Ocean Blvd.  
Long Beach, CA 90802  
Attn: City Clerk  
APNs: \_\_\_\_\_

---

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_ (“Assignors”), and \_\_\_\_\_ (“Assignee”).

**RECITALS:**

A. Assignors entered into that certain Development Agreement No. \_\_\_\_\_ executed by City of Long Beach (“City”) and the Assignors on \_\_\_\_\_ and recorded on \_\_\_\_\_ (the “Development Agreement”) in the Official Records of Los Angeles, California as Document No. \_\_\_\_\_.

B. The Development Agreement vested Assignors’ rights to develop 131 residential units, a park and a community center (the “Project”) on real property in north-central Long Beach just north of the Virginia Country Club between Long Beach Blvd. and Interstate 710, as more specifically described in Exhibit “A-1” to the Development Agreement, and as illustrated in the depiction set forth in Exhibit “A-2” to the Development Agreement (the “Subject Property”).

C. Section 3.3 of the Development Agreement allows Assignors to sell, transfer, or assign the Subject Property in whole or in part to any person, partnership, joint venture, firm or corporation at any time during the term of that Development Agreement, provided that any such sale, transfer or assignment includes an assignment and assumption of the rights, duties and obligations arising under or from the Development Agreement. This Agreement is intended to serve as the instrument that effects that assignment and assumption of the rights, duties and obligations arising under or from the Development Agreement, in order to comply with Section 3.3 of the Development Agreement.

D. The Assignors and Assignee have entered into a purchase and sale agreement and joint escrow instructions dated October \_\_\_\_, 2015 (“Purchase Agreement”) whereby Assignors are selling all of their interest in the Subject Property to the Assignee, which is scheduled to close on \_\_\_\_\_ (the “Effective Date”).

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

E. As part of its sale of the Subject Property, Assignors desire to assign, and Assignee desires to be assigned, all of Assignors' interest in the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Development Agreement.

(a) As of the Effective Date (as defined below), Assignors hereby transfer and assign to Assignee, all right, title and interest under the Development Agreement ("Assignment"). The "Effective Date" shall be a date on which the Assignee acquires the Subject Property.

(b) Assignors represent and warrant that they have complied in all material respects with its obligations under the Development Agreement arising prior to the Effective Date.

(c) Notwithstanding section 3.3.1 of the Development Agreement, Assignors shall remain liable to City for the full and proper performance of all the obligations under the Development Agreement only for the period prior to the Effective Date of this Agreement.

(d) Assignors have not received notice of any default under the Development Agreement from the City and, to Assignors' knowledge, neither Assignors nor the City are in default in any material respect thereunder. Assignors represent and warrant that they have not assigned any interest in the Development Agreement and that they will defend their interest under the Development Agreement. Except as stated above, and except for such representations and warranties as may expressly survive the execution of this Agreement pursuant to the terms of the Purchase Agreement, Assignors' right, title and interest in, to and under the Development Agreement and the Subject Property covered thereby are assigned hereunder without representation or warranty of any kind or nature whatsoever, whether statutory, express or implied.

2. Assumption of Development Agreement.

(a) The undersigned Assignee (i) hereby accepts said Assignment as of the Effective Date; (ii) hereby assumes all of Assignors' burdens and obligations under the Development Agreement from and after the Effective Date; (iii) hereby agrees to and for the benefit of City to keep, perform, and be bound by all of the terms, covenants and conditions contained in said Development Agreement on the part of the Owner therein to be kept and performed from and after the Effective Date, to all intents and purposes as though the undersigned Assignee was the original Owner thereunder; and (iv) hereby agrees to be subject to all of the terms and conditions of the Development Agreement applicable to the Subject Property, in each case to the extent that such burdens, obligations or duties arise from and after the Effective Date.

(b) Pursuant to Section 3.3.1(c) of the Development Agreement, the Assignee shall provide the City with security equivalent to any security previously provided by the Assignors to secure performance of Assignee's obligations as the Owner under the Development Agreement.

(c) As between the Assignee and Assignors, the delivery of this Agreement shall not affect, enlarge, diminish or otherwise impair any of the terms or provisions of the

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

Purchase Agreement or the rights or obligations of the parties thereunder. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of this Agreement shall govern and control. In the event of a conflict between (i) the Development Agreement and this Agreement, and/or (ii) the Development Agreement and the Purchase Agreement, the terms and provisions of the Development Agreement shall, as between the City, on the one hand, and the Assignors and Assignee, on the other hand, govern and control.

(d) The undersigned Assignee further covenants and agrees that it has examined the Subject Property and that no representation or warranties have been made by Assignors, the City or by any person or agent acting for the Assignors or the City in connection with the Subject Property. Assignee accepts the Subject Property "AS IS".

(e) On or before the Effective Date, Assignee further agrees to provide City evidence of insurance in the manner required by Article 9 of the Development Agreement.

(f) Any default under this Agreement by Assignee shall be a concurrent default under the Development Agreement.

3. Development Agreement. Assignee has reviewed all of the provisions of the Development Agreement, has sought legal counsel where necessary, and fully understands all of the terms and conditions of the Development Agreement that are allocated to the Subject Property and assumed by Assignee by this Agreement.

4. No Amendment to Development Agreement. Assignors and Assignee acknowledge and agree that the Development Agreement shall continue to be in full force and effect notwithstanding the Assignment thereof with respect to the Subject Property, and shall continue to govern the rights and obligations of Assignee as the assignee of the "Owner" of the Subject Property, as provided by this Agreement and the Development Agreement.

5. Recording. This Agreement may be recorded.

6. Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute the one original.

[The remainder of this page intentionally left blank; signature page follows.]

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNORS:

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "H"

RELEASE

[SEE FOLLOWING PAGES]

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

Recording Requested by And  
When Recorded Return to:

City of Long Beach  
333 W Ocean Blvd.  
Long Beach, CA 90802  
Attn: City Clerk  
APN: \_\_\_\_\_

---

**RELEASE OF DEVELOPMENT AGREEMENT**

THIS RELEASE OF DEVELOPMENT AGREEMENT ("Release") is dated as of \_\_\_\_\_, 20\_\_\_\_, and is made by the City of Long Beach, a California municipal corporation ("City"), with respect to that certain Development Agreement No. \_\_\_\_\_, executed by City and \_\_\_\_\_, a \_\_\_\_\_ ("Owner") on \_\_\_\_\_, which was recorded in the Official Records of Los Angeles County, California, on \_\_\_\_\_, as Document No. \_\_\_\_\_ (the "Development Agreement").

Initially capitalized words or terms used but not defined in this Release shall have the meanings assigned to such words or terms in the Development Agreement.

Pursuant to Section 3.3.3 of the Development Agreement, the City finds and declares that the parcel more specifically described in Exhibit "A" hereto ("Parcel") has been finally subdivided and a site plan for development of the Parcel has been finally approved, as those terms are used in Section 3.3.3 of the Development Agreement. The City hereby finds and declares that the conditions in Section 3.3.1 of the Development Agreement have been satisfied, and the Parcel has been transferred to \_\_\_\_\_ ("Purchaser") in compliance with the terms of that Development Agreement.

Accordingly, the City hereby fully and completely releases the Purchaser from all of the Owners' obligations under the Development Agreement with respect to the Parcel. This Release specifically enures to the benefit of the Purchaser's successors and assigns.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

IN WITNESS WHEREOF, City has caused this Partial Release of Development Agreement to be executed as of the day and year first above written.

CITY:

CITY OF LONG BEACH, a California  
municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST:

\_\_\_\_\_  
Stephanie A. Mendenhall, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION



EXHIBIT "I"

CERTIFICATE OF COMPLIANCE WITH DEVELOPMENT AGREEMENT

[SEE FOLLOWING PAGES]

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

Recording Requested by And  
When Recorded Return to:

City of Long Beach  
333 W Ocean Blvd.  
Long Beach, CA 90802  
Attn: City Clerk

---

CERTIFICATE OF COMPLIANCE WITH DEVELOPMENT AGREEMENT

This Certificate of Compliance with Development Agreement (“Certificate”) is delivered with reference to that certain Development Agreement No. \_\_\_\_\_, executed by and between \_\_\_\_\_, a \_\_\_\_\_ (“Owner”) and the City of Long Beach, a California municipal corporation (“City”) on \_\_\_\_\_, and recorded with the County of Los Angeles on \_\_\_\_\_, as Document No. \_\_\_\_\_. Section references in this Certificate relate to the Development Agreement unless stated otherwise.

This Certificate is delivered in accordance with Section 5.4 of the Development Agreement, and has been executed by an authorized officer of the City. This Certificate is delivered with respect to the time period from \_\_\_\_\_ to \_\_\_\_\_ (“Review Period”), and the date on which this certificate was executed by the City shall be referred to as the Compliance Date.

In accordance with Section 5.4 of the Development Agreement, as of the Compliance Date, after the City’s most recent [Periodic or Special] Review, which occurred during the Review Period, based upon the information known or made known to the City Council, the Development Agreement remains in effect, and the Owner is in full compliance with the development agreement.

To the best knowledge of the undersigned and the City Council, no event or circumstance has occurred that constitutes a material adverse change since the date the most recent Certificate was executed and delivered.

This Certificate shall expire the earlier of (i) one (1) year after the Compliance Date, or (ii) the date of recordation of a Notice of Termination of Development Agreement, as that term is defined in the Development Agreement.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

The undersigned and the City Council affirm that the obligations under the Development Agreement have been fully satisfied by the Owner as of the Compliance Date:

---

---

Dated: \_\_\_\_\_, 20\_\_.

City of Long Beach

\_\_\_\_\_  
By:

EXHIBIT "J"

RIGHT OF ENTRY PERMIT

RIGHT OF ENTRY PERMIT AGREEMENT

The City of Long Beach ("City") hereby grants permission to \_\_\_\_\_ ("Permittee") to use and occupy approximately \_\_\_\_\_ (\_\_\_\_) gross acres of real property located at \_\_\_\_\_ ("permit areas") shown Exhibit "A", attached hereto and by this reference made a part hereof.

The permit areas shall be used and occupied by Permittee subject to the following terms, conditions, and limitations:

1. The permit areas and the improvements thereon shall be used for construction of a park in accordance with that certain Development Agreement between City and Permittee dated as of \_\_\_\_\_, 2015, as the same may be thereafter amended, and for no other purpose without the prior written consent of the City Manager of the City ("City Manager"). Notwithstanding the foregoing, the parties acknowledge that Permittee's construction of a City-approved park may require the demolition of existing improvements in, on or under the permit areas.

2. Permittee shall not be charged any rent or other fees or costs (other than standard processing fees) in consideration of its activity, or the rights granted under this Permit.

3. The term of this Right-of-Entry Permit Agreement ("Permit") Permit shall commence on \_\_\_\_\_, and shall end at midnight on \_\_\_\_\_.

4. City shall have no duty to make any improvement or repair to the permit areas; provided, however, nothing herein shall relieve City of any liability or remediation obligation with respect to any environmental condition in, on or about the permit areas which has not been caused by Permittee. Any and all uses of the permit areas by Permittee, its agents, contractors, and their employees shall be at their sole risk, cost, and expense. Permittee, at its cost, in connection with the permitted activities, shall keep and maintain the permit areas during its use and occupancy thereof, in good order, condition, and repair, free and clear of all rubbish, debris and litter.

5. During its use and occupancy of the permit areas, Permittee shall at all times comply with all laws, ordinances, rules, and regulations of and obtain applicable permits from all federal, state, and local governmental authorities having jurisdiction over the permit areas with respect to Permittee's activities thereon. Notwithstanding the foregoing, Permittee shall have no obligation to remediate any environmental condition, except to the extent caused solely by Permittee.

6. Permittee shall not assign this Permit or any interest herein nor allow the transfer thereof (whether by operation of law or otherwise), without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Permittee may

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

assign its right, title and interest in and to this Permit to any such party taking an assignment of the Development Agreement as permitted therein. Any attempted transfer or assignment without such consent shall be void and confer no rights whatsoever upon a transferee or assignee.

7. City's authorized representatives shall have access to and across the permit areas during business hours and, in the event of an emergency, at any other time for inspection, repair of publicly-owned utilities and structures, and for fire and police purposes. City, at its cost, in connection with such activities, shall keep and maintain the permit areas during its use and occupancy thereof, in good order, condition, and repair, free and clear of all rubbish, debris and litter. With respect to such access and activities, City shall indemnify, hold harmless and defend Permittee to the same extent as Permittee is obligated to indemnify, hold harmless and defend City pursuant to Section 10 hereafter.

8. The permit areas are subject to all rights or way and entry thereon for the installation, relocation, removal, operation, and maintenance of sewers, pipelines, conduits, and telephone, telegraph, light, heat, and power lines (whether underground or overhead) as may from time to time be determined by City.

9. Prior to commencing any work under this Permit, Permittee or its contractors and agents shall procure and maintain the following insurance at Permittee's or its contractors' and agents' sole expense for the duration of this Permit from insurance companies that are admitted to write insurance in the State of California or from non-admitted insurers that are on California's List of Eligible Surplus Lines Insurers and that have ratings of or equivalent to an A:VIII by A.M. Best Company:

- (a) Commercial general liability insurance (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. This coverage shall include broad form contractual liability, cross liability protection, independent contractors liability, explosion, collapse and underground hazards (XCU), and sudden and accidental pollution liability. The City, its officials, employees, and agents shall be named as additional insureds, to the extent of the indemnity provided under Section 10, by endorsement (equivalent in coverage scope to ISO form CG 20 12 11 85 or CG 20 26 11 85). Permittee's liability policy is a manuscript form based on the ISO forms with additions and enhancements to meet Permittee's specific needs. The commercial general liability policy meets or exceeds ISO standards in all relevant respects.
- (b) Commercial automobile liability insurance (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CA 00 01 06 92) in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit covering symbol 1, "Any Auto".
- (c) Permittee hereby releases the City from, and waives, its entire claim of recovery for loss of or damage to property arising out of or incident to fire,

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

any other perils normally included in an "all risk" Builder's Risk insurance policy when such property is in, on or about the permit areas, whether or not such loss or damage is due to the negligence of the Permittee, their contractors and/subcontractors.

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City, its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or deductible provisions. City hereby approves Permittee's self-insurance program.

All insurance required hereunder shall provide at least thirty (30) days' prior written notice of cancellation to the City (except that ten (10) days prior written notice of cancellation for nonpayment of premium is acceptable). Such insurance shall provide that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by the City, its officials, employees, or agents.

Permittee shall require any subcontractor that Permittee may use in the performance of this Permit to maintain insurance in compliance with the provisions of these terms and conditions.

Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Permit. City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Permittee's liability and obligations under this Permit.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.

10. Permittee shall indemnify and hold City harmless from and against any and all claims or liability for bodily injury to or death of any person or loss of or damage to any property arising out of the activities of Permittee, its agents, employees, contractors or invitees in, on or about the permit areas except claims and liabilities to the extent caused by any negligence on the part of City, its agents, employees, contractors or invitees. In the absence of any negligence on the part of the City, its agents, employees, contractors or invitees, such indemnity shall include all reasonable costs, attorneys' fees and expenses incurred in the defense of any such claim or any action or proceeding brought thereon.

In the event any action or proceeding is brought against City by reason of any claim falling within the scope of the foregoing indemnity, and in the absence of any negligence on the part of City, Permittee upon written notice from City to Permittee within 20 days after City receives notice of the claim shall defend same at Permittee's expense by counsel reasonably satisfactory to City.

The foregoing indemnity is conditioned upon City providing notice to Permittee within 20 days after City receives notice of any claim or occurrence that is likely to give rise to a

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

claim that will fall within the scope of the foregoing indemnity and cooperating fully with Permittee in any defense or settlement of the claim.

11. Except as otherwise expressly provided in this Permit, in the event Permittee shall fail or refuse to perform any term, covenant or condition on its part to be performed, within ten (10) days after receipt of written notice from City, or such longer period as may be reasonably necessary under the circumstances, City may terminate this Permit. Permittee shall promptly vacate and surrender the Permit upon the expiration of the ten (10) day notice period unless Permittee shall have cured the default within the ten (10) day notice period or such longer period as may be reasonably necessary under the circumstances.

12. Any notice, demand, request, consent, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either be served personally, by facsimile transmission or sent by prepaid, first-class mail, addressed as follows:

TO CITY:                   City Manager  
                                  City of Long Beach  
                                  333 West Ocean Boulevard  
                                  Long Beach, California 90802  
                                  FAX No. (562) 570-6583

TO PERMITTEE:           \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated upon delivery if personally served or given by facsimile transmission and within forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

*[SIGNATURES CONTAINED ON FOLLOWING PAGE]*

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"PERMITTEE"

CITY OF LONG BEACH,  
a municipal corporation

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

"CITY"

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CHARLES PARKIN, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney





# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • FAX (562)570-6068

## NOTICE OF FINAL ACTION

**Application No.:** 1406-12A  
**Project Location:** 4747 Daisy Avenue  
**Applicant:** The Long Beach Project Owner, LLC  
c/o Ed Galigher for Integral Communities  
888 San Clemente Drive, Suite 100  
Newport Beach, CA 92660  
**Permit(s) Requested:** EIR Certification, General Plan Amendment, Zone Change, Vesting Tentative Tract Map, Site Plan Review, Development Agreement, Transportation Improvement Fee Credit, Park and Recreation Facilities Fee Credit, Zoning Amendment

**Project Description:** Certification of EIR 01-15 (SCH #2014091011), General Plan Amendment from LUD #11–Open Space/Parks to LUD #3A–Townhomes, Zone Change from “I” to RP-13, Vesting Tentative Tract Map and Site Plan Review for the construction of a new 131-single-family-home private residential community with a recreation center and pocket park, known as Riverwalk, with a Development Agreement related to construction of off-site improvements, and a Transportation Improvement Fee Credit, and Park and Recreation Facilities Fee Credit, based on the off-site improvements to be constructed, and a Zoning Amendment to create the PUD zoning district (“RP”) and associated development standards, for a Planned Unit Development (Riverwalk), located at 4747 Daisy Avenue in the RP-13 zoning district.

**Action was taken by the:** City Council on:  
November 10, 2015


**Decision:** Conditionally Approved

**Action is final on:** November 17, 2015

This project is NOT in the Coastal Zone.

*“If you challenge the action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or issues raised via written correspondence delivered to the (public entity conducting the hearing) at or prior to the public hearing.”*

**See other side for City of Long Beach and California Coastal Commission appeal procedures and time limits.**

  
Linda F. Tatum, AICP  
Planning Bureau Manager

  
Scott Kinsey, Planner  
Phone No.: (562)570-6461

District: 8

## CONDITIONS OF APPROVAL

4747 Daisy Ave.  
Case No. 1406-12A  
November 10, 2015

### Special Conditions:

1. The following approvals are granted for this project:
  - a. Certification of EIR-01-15 (SCH # 2014091011).
  - b. General Plan Amendment: from LUD No. 11—Open Space and Park District, to LUD No. 3A—Townhomes District.
  - c. Zone Change: from “I” (Institutional) to “RP-13” (Residential PUD, 13 DU/ac).
  - d. Site Plan Review approval for a private residential community of 131 new single-family dwellings with a community recreation center and pool.
  - e. Planned Unit Development (PUD) approval for a new residential community of 131 single-family dwellings with an average density of 13 DU/ac or less.
  - f. Vesting Tentative Tract Map for a new land subdivision, to include individual lots for 131 new single-family dwellings, and other common area to be owned by the community/homeowners’ association.
  - g. A Development Agreement related to various off-site improvements.
2. The developer shall provide a Construction Management Plan as specified in Section 4.13, on page 4.13-19 of the project Environmental Impact Report (EIR).
3. The private streets within the development shall be named in accordance with the requirements of the Building and Safety Bureau, to the satisfaction of the Director of Development Services. If possible, street names conforming to the existing public street pattern shall be used. Alternatively, the private streets shall be named for local or regional geographic or natural features, or Southern California native plants or wildlife. The streets shall not be named for persons living or dead, nor using generic nature-related terms.
4. Prior to issuance of a grading permit, the developer shall submit a proposed haul route for all construction truck trips to the Director of Development Services and the City Engineer for review. The Director of Development Services and/or City Engineer may modify this proposed haul route as they deem necessary.
5. The developer shall abide by the haul route approved by the Director of Development Services and City Engineer, and failure to do so shall cause the City to issue a stop work order and withhold issuance of further construction permits or certificates of occupancy, until such time as the Director of Development Services and City Engineer determine the developer’s hauling practices to be remedied.
6. The developer shall provide for trees to be planted along the north perimeter of the project, of at least 24-inch box size or 15-gallon/#25 container class size, with at least one tree per 25 linear feet of perimeter.



16. Enhanced exterior elevations shall be provided on units 31, 93, 98, and 104, as shown on approved plans. This is due to the fact that these units' siting exposes elevations that are not normally exposed to the common viewshed.
17. All exterior plaster (stucco) within the development shall be a sand finish, and the developer shall provide a sample of the plaster product to be used in construction prior to issuance of building permits for the first dwelling.
18. Any street lights and exterior building lights to be provided within the private development shall be subject to review by the Director of Development Services prior to issuance of building and electrical permits. All lights shall be adequately shielded so as to prevent the intrusion of light and glare upon any residential property or structure.
19. All street lights and exterior building lights within the private development shall be Illuminating Engineering Society of North America (IESNA)-certified full-cutoff fixtures, or meeting IESNA specifications for full-cutoff fixtures.

Tentative Map, Final Map, and C,C,&Rs

20. The Final Map is to be prepared in accordance with the approved Vesting Tentative Tract Map and shall be filed within thirty-six (36) months from the date of approval by the Planning Commission of the Tentative Map, unless prior to expiration of the thirty-six month period, developer submits a written request for an extension of time, which receives approval from the Zoning Administrator.
21. The Final Map shall be prepared to conform to all conditions, exceptions and requirements of Title 20 (Subdivision Ordinance) of the City of Long Beach, unless specified otherwise herein.
22. Prior to approval of the Final Map, the subdivider shall deposit sufficient funds with the City to cover the cost of processing the Final Map through the Department of Public Works. Furthermore, the subdivider shall pay the Planning processing fees for the Final Map.
23. All County property taxes and all outstanding special assessments shall be paid in full prior to approval of the Final Map.
24. All required off-site improvements shall be financially provided for to the satisfaction of the Director of Public Works prior to approval of the Final Map.
25. The developer shall cause to be prepared Covenants, Conditions, and Restrictions (C,C,&Rs) for this project. A copy of the C,C,&Rs are to be provided to the Director of Development Services for review and approval prior to transmittal to the California Department of Real Estate or recordation with the County Recorder.

26. The C,C,&Rs shall be executed and recorded against the title of the parcel(s) and shall contain the following provisions, which shall also be noted on the Final Map:
- a. The subject residential project consists of one hundred and thirty one (131) individual lots for single-family dwellings;
  - b. A minimum of two (2) garage parking spaces shall be permanently maintained as parking facilities for the each dwelling in the project. Parking spaces must be used solely for the parking of personal vehicles. Parking spaces may not be leased, subleased, rented, or sold, and are to be used exclusively by the residents of the same single-family dwelling on the lot where each garage is located;
  - c. A minimum of forty (40) guest parking spaces shall be permanently maintained on the outside of the main circulation private road within the development. These spaces shall be reserved solely for visitors and shall not be used by residents of the development;
  - d. A clear, detailed and concise written description of the common areas and facilities of the community shall be provided;
  - e. The Homeowners' Association shall be responsible for the operation and maintenance of the following, and such responsibilities shall be provided for in the C,C,&Rs:
    - 1) The private sewer connection(s) to the public sewer in the public right-of-way;
    - 2) The site drainage system(s);
    - 3) The maintenance of all common areas, common landscaping, community buildings, facilities, and amenities;
    - 4) A provision for the maintenance of the exterior of each residence and the private landscaping associated with each residence;
    - 5) All private streets, sidewalks, parkways, and driveways;
    - 6) All perimeter fences, walls, and gates, and interior fences, walls, and gates;
    - 7) All adjacent public right-of-way street trees, parkways, sidewalks, and drive aprons;
    - 8) Enforcement of parking restrictions for the guest parking spaces;
    - 9) Any costs or corrections due to building or property maintenance code enforcement actions.
  - f. A parking restriction plan shall be provided for the guest parking spaces for trash pickup day. Trash pickup shall be limited to one day per week to reduce the impact on guest parking.
  - g. Graffiti removal shall be the responsibility of the Homeowner's Association. Graffiti shall be removed within 24 hours of its discovery. This responsibility shall include graffiti on the outside of the perimeter walls in addition to any graffiti within the development.

### Operation and Maintenance

27. All residential trash receptacles shall be stored in the designated trash areas shown on approved plans. The intent of this condition is that trash receptacles shall be stored within each dwelling's garage or inside of a fenced yard area, concealed from view from the access road and neighboring dwellings.
28. All exterior on-site newsstands and racks (including free publications, classifieds, etc.), vending machines, donation bins, and publicly-accessible telephones shall be prohibited, and any existing ones shall be removed.

### Public Works Conditions

29. The developer shall provide for the following to the satisfaction of the Director of Public Works:

#### **General Requirements**

- a. The final map shall be based upon criteria established by the California Subdivision Map Act and Title 20 of the Long Beach Municipal Code.
- b. Prior to final map approval, the Subdivider shall obtain utility clearance letters for any public entity or public utility holding any interest in the subdivision as required by the Subdivision Map Act.
- c. Prior to final map approval, the Subdivider shall submit its on-site parking management plan and CC&R's for review and approval of the Director of Public Works.
- d. All required off-site improvements and facilities required by the Department of Public Works not in place and accepted prior to final map approval must be guaranteed by an instrument of credit or bond to the satisfaction of the Director of Public Works.
- e. Prior to the start of any on-site/off-site construction, the Subdivider shall submit a construction plan for pedestrian protection, street lane closures, construction staging, shoring excavations and the routing of construction vehicles (excavation or import hauling, concrete and other deliveries, etc.).

#### **Public Right-of-Way**

- f. The Subdivider shall construct all off-site improvements needed to provide full ADA accessibility compliance within the adjacent public right-of-way to the satisfaction of the Director of Public Works. If a dedication of additional right-of-way is necessary to satisfy ADA requirements, the developer shall diligently pursue the acquisition and dedication of the right-of-way.
- g. The Developer shall construct ADA compliant curb ramps on the northeast and southeast corners of Oregon Avenue and 48th Street with Portland cement concrete to the satisfaction of the Director of Public Works.

- h. The Subdivider shall provide easements to the City of Long Beach for any City facilities including traffic signal controls, signage, required slopes, bus stops, refuse collection access, and any other public necessities, to the satisfaction of the interested Department or agency and shall show such easements on the final map.
- i. Unless approved by the Director of Public Works, easements shall not be granted to third parties within areas proposed to be granted, dedicated, or offered for dedication to the City of Long Beach for public streets, alleys, utility or other public purposes until the final map filing with the County Recorder. If easements are granted after the date of tentative map approval and prior to final map recordation, a notice of subordination must be executed by the third-party easement holder prior to the filing of the final map filing.

#### **Off-Site Improvements**

- j. The Subdivider shall be responsible for the maintenance, repair and replacement of off-site improvements abutting the project boundary during construction of the on-site improvements until final inspection of the on-site improvements by the City. Any such off-site improvements found damaged by the construction of the on-site improvements shall be repaired or replaced by the Subdivider to the satisfaction of the Director of Public Works.
- k. The Subdivider shall remove unused driveways and replace with full-height concrete curb, curb gutter and sidewalk to the satisfaction of the Director of Public Works. Sidewalk improvements shall be constructed per Public Works Standards with Portland Cement Concrete. The size and configuration of all proposed driveways serving the project site shall be subject to review and approval of the City Traffic Engineer. Contact the Traffic and Transportation Division at (562) 570-6331 to request additional information regarding driveway construction requirements.
- l. The Subdivider shall provide for new sidewalk pavement, curb and curb gutter, and parkways as needed to complete the existing sidewalks pavement and parkways along Daisy Avenue from that point where the existing sidewalk pavement ends to the entrance of the development site. New sidewalk limits shall consist of entire panel replacements or from joint line to joint line, to the satisfaction of the Director of Public Works. The Subdivider shall provide for the continuations of the sidewalk pavement, curb and curb gutters, and the parkways that terminate north of 4768 Oregon Avenue on the east and west side of Oregon Avenue to the satisfaction of the Director of Public Works.

- m. The Subdivider shall provide for new sidewalk pavement, curbs and curb gutters, and parkways as needed along both sides of Oregon Avenue from the intersection of Oregon Avenue and 48th Street to the emergency exit of the development site. New sidewalk limits shall consist of entire panel replacements or from joint line to joint line to the satisfaction of the Director of Public Works. The Subdivider shall submit plans for review and approval by Public Works to construction a dead-end cul-de-sac termination adjacent to the emergency access gate if possible, to the satisfaction of the Director of Public Works.
- n. The Subdivider shall provide for the resetting to grade of existing manholes, pullboxes, and meters in conjunction with the required off-site improvements to the satisfaction of the Director of Public Works.
- o. The Subdivider shall grind & overlay along the Daisy Avenue roadway adjacent to the project from the entrance of the development site to the north side of 48<sup>th</sup> Street. Improvement shall be per Public Works approved plans and to the satisfaction of the Director of Public Works.
- p. The Subdivider shall grind & overlay along the 48<sup>th</sup> Street roadway from the west side of Oregon Avenue to the east side of Pacific Avenue. Improvement shall be per Public Works approved plans and to the satisfaction of the Director of Public Works.
- q. The Subdivider shall grind & overlay along the Oregon Avenue roadway from the entrance of the development site to the north side of 48<sup>th</sup> Street to the satisfaction of the Director of Public Works.
- r. The Subdivider shall provide for the installation of truncated domes in all ADA ramps within the Pacific Avenue and 48<sup>th</sup> Street intersection, Daisy Avenue and 48<sup>th</sup> Street intersection, and Oregon Avenue and 48<sup>th</sup> Street intersection to the satisfaction of the Director of Public Works.
- s. The Subdivider shall provide for new street trees and ground cover along on Daisy Avenue and Oregon Avenue adjacent to the project site per Long Beach Municipal Code Chapter 21.42.060. The Subdivider and/or successors shall privately maintain all street trees and landscaping adjacent to the development site as required in connection with this development.
- t. The Subdivider shall contact the Street Tree Division of the Department of Public Works, at (562) 570-2770, prior to beginning any tree removal or tree planting or landscaping work. The Street Tree Division will assist with the size, type and manner in which the street trees are to be installed.
- u. No cross-lot drainage will be permitted. Existing cross-lot drainage problems shall be corrected to the satisfaction of the Director of Public Works prior to approval of the final map approval.
- v. All on-site rough grading required by the Department of Public Works not in place and accepted prior to final map approval must be guaranteed by an instrument of credit or bond to the satisfaction of the Director of Public Works.



- w. The Subdivider shall construct the required storm drain line in connection with the proposed development in accordance with approved plans. An excavation permit issued by the Department of Public Works is required for all work in the public right-of-way. Contact Russ Caveness of Construction Services for information about excavation permits at (562) 570-6530. The proposed storm drain system must be accepted for review by the County of Los Angeles Department of Public Works (call (626)-458-4921) to initiate plan review by the City. The Subdivider shall also provide said plans to the Director of Public Works for review prior to approval of the final map.
- x. Public improvements shall be constructed in accordance with Public Works Standards per approved plans. Sidewalk improvements shall be constructed with Portland Cement Concrete (PCC) to the satisfaction of the Director of Public Works. All sidewalk improvement, curb and curb gutter removal and/or current to new sidewalk tie-in limits shall consist of entire panel replacements or from joint line to joint line.
- y. The Subdivider shall provide to the Department of Public Works Civil Engineer prepared off-site improvement plans for review and approval for all off-site improvement conditioned on the development

#### **Traffic and Transportation**

- z. A traffic report must be prepared for this project, under the supervision and approved (stamped) by a registered Traffic Engineer in the State of California. In addition, any proposed physical street improvements must include a scaled drawing stamped by a registered Civil Engineer.
- aa. The Subdivider shall provide for new traffic signs that require temporary removal to accommodate new construction within the public right-of-way. All traffic signs shall be reinstalled to the satisfaction of the City Traffic Engineer.
- bb. The Subdivider shall replace all traffic signs and mounting poles damaged or misplaced as result of construction activities to the satisfaction of the City Traffic Engineer.
- cc. The Subdivider shall repaint all traffic markings obliterated or defaced by construction activities to the satisfaction of the City Traffic Engineer.
- dd. The Subdivider shall contact the Traffic & Transportation Bureau, at (562) 570-6331, to modify the existing curb marking zones, adjacent to the project site.
- ee. All traffic control device installations, including pavement markings of the private streets and parking lot(s) shall be installed in accordance with the provisions of the California Manual On Uniform Traffic Control Devices (MUTCD), 2013 or current edition (i.e., white parking stalls, stop signs, entry treatment signage, handicapped signage, etc.).

### **Storm Water**

- ff. Prior to approving an engineering plan, all projects greater than 1 acre in size must demonstrate coverage under the State Construction General NPDES Permit. To meet this requirement, the applicant must submit a copy of the letter from the State Water Resource Control Board acknowledging receipt of the Notice of Intent (NOI) and a certification from the Subdivider or engineer that a Storm Water Pollution Prevention Plan (SWPPP) has been prepared. Should you have any questions regarding the State Construction General NPDES Permit, or wish to obtain an application, please call the State Regional Board office at (213) 266-7500 or visit their website for complete instructions at [www.waterboards.ca.gov/stormwtr/construction.html](http://www.waterboards.ca.gov/stormwtr/construction.html). Left-click on the Construction General Permit 99-08-DWQ link.

### **Long Term Maintenance**

- gg. The Subdivider and successors shall be responsible for the maintenance of the site drainage system and for the operation and maintenance of the private sewer connection to the public sewer in the abutting public right-of-way, and for the maintenance of the sidewalk, parkway, street trees and other landscaping, including irrigation, within and along the public rights-of-way adjacent to the development site. Such responsibilities shall be enumerated and specified in the project "Conditions, Covenants and Restrictions," and a recorded copy of said document shall be provided to the Director of Public Works.

### EIR Mitigation Measures

30. The developer shall provide for compliance with the following mitigation measures, as set forth in EIR 01-15:
- a. **Air Quality**
    - 1) **Mitigation Measure AQ-1(a): Construction Equipment Restrictions.** During demolition, the contractor shall limit the use of excavators to one. During grading, the contractor shall limit use of excavators to two operating no more than seven hours per day. During any phase of construction, the contractor shall limit the operation of scrapers to two operating seven hours per day, and shall not allow the operation of cranes on-site.
    - 2) **Mitigation Measure AQ-1(b): Additional Construction Mitigation Measures.**
      - i. All off-road diesel-powered construction equipment greater than 50 horsepower (hp) shall meet the Tier 4 emission standards. In addition, all construction equipment shall be outfitted with Best Available Control Technology (BACT) devices certified by the California Air Resources Board (CARB). Any emissions control device used by the contractor

shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

- ii. Alternatively, the Lead Agency could rely on the Green Construction Policy used by LA County Metro or the ports of Los Angeles/Long Beach. These policies include provisions to 'step down' from Tier 4 equipment to Tier 3 or Tier 2 if specified criteria are met.
- iii. The Lead Agency shall require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the Lead Agency determines that 2010 model year or newer diesel trucks cannot be obtained, the Lead Agency shall require use of trucks that meet EPA 2007 model year NOx emissions requirements.
- iv. A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

#### b. Biology

- 1) **Mitigation Measure BIO-1(a): Preconstruction Bat Surveys.** Prior to any building demolition, brush clearing, tree clearing, or grading activities associated with the project, a qualified biologist shall complete a preconstruction survey to determine the presence or absence of any maternity roosting of special-status bats. If special-status bats are present, demolition and/or clearing within 100 feet of an active maternity roost shall be delayed until after the roosting season (April 15 through August 31).
- 2) **Mitigation Measure BIO-1(b): Raptor and Nesting Bird Protection.** To avoid disturbance of nesting and special status birds including raptorial species protected by the Federal Migratory Bird Treaty Act and Sections 3503, 3503.5, and 3513 of the CFGC, activities related to the project, including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (January 1 through September 1).

If construction must begin within the breeding season, then a pre-construction nesting bird survey shall be conducted no more than three days prior to initiation of ground disturbance and vegetation removal. The nesting bird pre-construction survey shall be conducted within the disturbance footprint and a 500-foot buffer as allowable without trespassing on private lands outside the project site. The survey shall be conducted by a biologist familiar with the identification of raptors and special status species known to occur in Los Angeles County using typical methods.

If nests are found, a buffer ranging in size from 25 to 500 feet (25 feet for urban-adapted species such as Anna's hummingbird and California towhee and up to 500 feet for certain raptors) depending upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site, shall be determined and demarcated by the biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground disturbing activities shall occur within this buffer until the avian biologist has confirmed that breeding/nesting is completed and the young have fledged the nest.

**c. Cultural Resources**

- 1) **Mitigation Measure CR-1(a): Archaeological Resource Construction Monitoring.** At the commencement of any ground-disturbing construction activities, including grading, surface excavation, and placement of imported fill, within the project site, an orientation meeting shall be conducted by an archaeologist for construction workers associated with ground-disturbing procedures. The orientation meeting shall describe the possibility of exposing unexpected archaeological resources and directions as to what steps are to be taken if such a find is encountered.

A qualified archaeologist shall be present during, and monitor, all earth moving activities within native soil. In the event that unearthed prehistoric or archaeological cultural resources, historic artifacts, or human remains are encountered during project construction, all work in the vicinity of the find shall be halted until such time as the find is evaluated by a qualified archaeologist and appropriate mitigation (e.g., curation, preservation in place, etc.) in accordance with Public Resources Code 21083.2, if necessary, is implemented. Additionally, if such cultural resource remains are encountered, Mitigation Measure CR-1(b) shall take effect.

- 2) **Mitigation Measure CR-1(b): Unanticipated Discovery of Cultural Remains.** If cultural resource remains are encountered during construction or land modification activities, work shall stop and the City shall be notified at once to assess the nature, extent, and potential significance of any cultural remains. The applicant shall implement a subsurface testing program (known as a Phase II site evaluation according to Cultural Resource Management best use practices) to determine the resource boundaries, assess the integrity of the resource, and evaluate the site's significance through a study of its features and artifacts. If the Phase II site evaluation concludes the site is significant, a Phase III data recovery excavation program may be implemented to exhaust the data potential of the site, if the site cannot be avoided.

If the site is determined to be significant, the applicant may choose to cap the resource area using culturally sterile and chemically neutral fill material and shall include open space accommodations and interpretive displays for the site to ensure its protection from development. A qualified archaeologist shall be retained to monitor the placement of fill upon the site and to make open space and interpretive recommendations. If a significant site will not be capped, the results and recommendations of the Phase II study shall determine the need for a Phase III data recovery program designed to record and remove significant cultural materials that could otherwise be tampered with. If the site is determined insignificant, no capping and or further archaeological investigation shall be required. The results and recommendations of the Phase II study shall determine the need for construction monitoring.

- 3) **Mitigation Measure CR-2(a): Paleontological Resource Construction Monitoring.** Ground-disturbing activity in areas of low paleontological sensitivity (Holocene alluvial sediments) that does not exceed three feet in depth shall not require paleontological monitoring. Monitoring of excavations exceeding three feet in depth shall be monitored by a qualified paleontologist to determine if potentially fossil bearing units are present at ground disturbing depths. If no fossils are observed during the first 50 percent of excavations exceeding three feet in depth, or if the qualified paleontologist can determine that excavations are not disturbing Pleistocene or Pliocene aged sediments, then paleontological monitoring shall be reduced to weekly spot-checking under the discretion of the qualified paleontologist.
- 4) **Mitigation Measure CR-2(b): Fossil Salvage.** If fossils are discovered, the qualified paleontologist (or paleontological monitor) shall recover all fossils. Typically fossils can be safely salvaged quickly by a single paleontologist and not disrupt construction activity. In some cases larger fossils (such as complete skeletons or large mammal fossils) require more extensive excavation and longer salvage periods. In this case the paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner. Once salvaged, fossils shall be identified to the lowest possible taxonomic level, prepared to a curation-ready condition and curated in a scientific institution with a permanent paleontological collection, along with all pertinent field notes, photos, data, and maps.

d. **Geology & Soils**

- 1) **Mitigation Measure GEO-2(a): Placement of Compacted Fill.** The existing fill and near surface alluvial soils in all the proposed structural areas shall be over excavated to a depth of four feet below the existing grade or two feet below the bottoms of the proposed structural footings, whichever is deeper, and shall be replaced with properly compacted fill.
- 2) **Mitigation Measure GEO-2(b): Building Foundations.** All building foundation systems shall be properly designed and constructed using either a post-tensioned or strengthened conventional concrete foundation, as determined by the City of Long Beach Building Official.

e. **Land Use.** See Mitigation Measures AQ-1(a), AQ-1(b), BIO-1(a), BIO-1(b), and N-5.

f. **Noise and Vibration**

- 1) **Mitigation Measure N-5: Windows and Sliding Glass Doors.** All first floor and second floor windows and sliding glass doors facing Interstate 710 shall utilize a minimum STC rating of 28. All first floor and second floor windows and sliding glass doors facing the adjacent railroad track shall utilize a minimum STC rating of 30. All other windows and sliding glass doors on the project site shall utilize a minimum STC rating of 25.

g. **Utility & Service Systems**

- 1) **Mitigation Measure U-2: Wastewater Infrastructure.** Prior to issuance of grading or building permits, the applicant shall submit a sewer study performed by an experienced civil engineer, including a hydraulic analysis, for review and approval by the LBWD. If the study determines that the existing sewer mains are over capacity and would be unable to accommodate the additional wastewater generated by the proposed project, then the project applicant shall pay to upgrade the existing sewer mains to sufficient design and capacity to accommodate the proposed project, prior to the issuance of building or grading permits. Replacement sewer lines shall be installed in the same locations as existing sewer lines in order to ensure that only temporary disturbance of existing rights-of-way would occur and that installation of these replacement sewer lines would not result in new areas of disturbance unless otherwise approved by LBWD. The sewer upgrades must be designed and implemented consistent with the information and conclusions in the approved sewer study.



41. The applicant shall file a separate plan check submittal to the Long Beach Fire Department for review and approval prior to the issuance of a building permit.
42. Prior to the issuance of a building permit, the applicant shall submit architectural, landscaping and lighting drawings for the review and approval of the Police Department for their determination of compliance with Police Department security recommendations.
43. All structures shall conform to the Long Beach Building Code requirements. Notwithstanding this subject permit, all other required permits from the Building Bureau must be secured.
44. Site development, including landscaping, shall conform to the approved plans on file with the Department of Development Services. At least one set of approved plans containing Planning, Building, Fire, and, if applicable, Redevelopment and Health Department stamps shall be maintained at the job site, at all times for reference purposes during construction and final inspection.
45. For projects consisting of new buildings, parking lots, or landscaped area, the applicant must submit complete landscape and irrigation plans for the approval of the Director of Development Services prior to the issuance of a building permit. The landscaping plan shall include drought tolerant street trees to be installed consistent with the specifications of the Street Tree Division of the Department of Public Works. Approved root guards shall be provided for all street trees. Turf shall be limited to less than 50% of the total landscaped area. The turf shall not be composed of bluegrass, fescue, rye, or other grasses with high water needs. 50% or more of the planted area (as measured in square feet of landscape) shall be comprised of drought-tolerant plants, to the satisfaction of the Director of Development Services.
46. For new construction, all landscaped areas shall comply with the State of California's model landscape ordinance. Landscaped areas shall be planted with drought tolerant plant materials and shall be provided with water conserving automatic irrigation systems designed to provide complete and adequate coverage to sustain and promote healthy plant life. The irrigation system shall not cause water to spray or flow across a public sidewalk.
47. All landscaping irrigation systems shall use high efficiency sprinkler nozzles. The models used and flow rates shall be specified on the landscaping plan. For residential-type or small-scale sprinkler systems, sprinkler head flow rates shall not exceed 1.00 GPM and shall be of the rotating type. Where feasible, drip irrigation shall be used instead. If an in-ground irrigation system is to be installed, such system shall be controlled by an automatic self-adjusting weather-based irrigation controller.



48. Permeable pavement shall be utilized where feasible, to the satisfaction of the Director of Development Services. Public right-of-way improvements shall be exempt from this requirement. If the feasibility of using permeable pavement is uncertain, it shall be the developer's responsibility to demonstrate that a given application of permeable pavement is not feasible, to the satisfaction of the Director of Development Services.
49. All outdoor fountains or water features shall utilize water recycling or re-circulation systems. The plans submitted for review shall specifically identify such systems.
50. Energy conserving equipment, lighting, and construction features shall be utilized in this project.
51. Low-flow fixtures shall be used for all lavatory faucets, kitchen faucets, showerheads, toilets, and urinals. Toilets may be either low-flow or dual flush. Maximum flow rates for each fixture type shall be as follows: lavatory faucet – 2.75 GPM, kitchen faucet – 2.20 GPM, showerhead – 2.00 GPM, toilet – 1.3 GPF, dual flush toilet – 0.8/1.6 GPF, urinal – 1.0 GPF. Plans submitted for review shall specifically identify such fixtures and flow rates.
52. Demolition, site preparation, and construction activities are limited to the following (except for the pouring of concrete which may occur as needed):
  - a. Weekdays and federal holidays: 7:00 a.m. to 7:00 p.m.;
  - b. Saturday: 9:00 a.m. - 6:00 p.m.; and
  - c. Sundays: not allowed

**Standard Conditions – General:**

53. This permit shall be invalid if the owner(s) and/or applicant(s) have failed to return written acknowledgment of their acceptance of the conditions of approval on the *Conditions of Approval Acknowledgment Form* supplied by the Planning Bureau. This acknowledgment must be submitted within 30 days from the effective date of approval (final action date or, if in the appealable area of the Coastal Zone, 21 days after the local final action date).
54. If, for any reason, there is a violation of any of the conditions of this permit or if the use/operation is found to be detrimental to the surrounding community, including public health, safety or general welfare, environmental quality or quality of life, such shall cause the City to initiate revocation and termination procedures of all rights granted herewith.
55. This approval is required to comply with these conditions of approval as long as the use is on the subject site. As such, the site shall allow periodic re-inspections, at the discretion of city officials, to verify compliance. The property owner shall reimburse the City for the inspection cost as per the special building inspection specifications established by City Council (Sec. 21.25.412, 21.25.212).

56. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions that are a part thereof. These specific requirements must be recorded with all title conveyance documents at time of closing escrow.
57. Approval of this development project is expressly conditioned upon payment (prior to building permit issuance or prior to Certificate of Occupancy, as specified in the applicable Ordinance or Resolution for the specific fee) of impact fees, connection fees and other similar fees based upon additional facilities needed to accommodate new development at established City service level standards, including, but not limited to, sewer capacity charges, Park Fees and Transportation Impact Fees.
58. No publicly accessible telephones shall be maintained on the exterior of the premises. Any existing publicly accessible telephones shall be removed.
59. The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.
60. The operator of the approved use shall prevent loitering in all parking and landscaping areas serving the use during and after hours of operation. The operator must clean the parking and landscaping areas of trash and debris on a daily basis. Failure to do so shall be grounds for permit revocation. If loitering problems develop, the Director of Development Services may require additional preventative measures such as but not limited to, additional lighting or private security guards.
61. Exterior security bars and roll-up doors applied to windows and pedestrian building entrances shall be prohibited.
62. Any graffiti found on site must be removed within 24 hours of its appearance.
63. All required utility easements shall be provided to the satisfaction of the concerned department, agency, or utility company.
64. All trash and refuse containers shall be fully screened from public view to the satisfaction of the Director of Development Services.
65. As a condition of any City approval, the applicant shall defend, indemnify, and hold harmless City and its agents, officers, and employees from any claim, action, or proceeding against City or its agents, officers, and employees to attack, set aside, void, or annul the approval of City concerning the processing of the proposal/entitlement or any action relating to, or arising out of, such approval. At the discretion of the City and with the approval of the City Attorney, a deposit of funds by the applicant may be required in an amount sufficient to cover the anticipated litigation costs.



# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • FAX (562)570-6068

## NOTICE OF FINAL ACTION

**Application No.:** 1002-28

**Project Location:** 4951 Oregon Avenue

**Applicant:** The Long Beach Project Owner, LLC  
c/o Ed Galigher for Integral Communities  
888 San Clemente Drive, Suite 100  
Newport Beach, CA 92660

**Permit(s) Requested:** General Plan Amendment, Zone Change, Site Plan Review,  
Development Agreement

**Project Description:** General Plan Amendment for LUO #1 – Single Family to  
LUO #11 – Open Space/Parks, Zone Change from "I" to "P",  
and Site Plan Review for a new 3.3-acre City park to be  
constructed per a Development Agreement, located at 4951  
Oregon Avenue. Negative Declaration ND 04-10 was  
certified for the project by the Planning Commission on  
August 5, 2010.

**Action was taken by the:** City Council on:  
November 10, 2015

**Decision:** Conditionally Approved

**Action is final on:** November 17, 2015

This project is NOT in the Coastal Zone.

*"If you challenge the action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or issues raised via written correspondence delivered to the (public entity conducting the hearing) at or prior to the public hearing."*

**See other side for City of Long Beach and California Coastal Commission appeal procedures and time limits.**

Linda F. Tatum, AICP  
Planning Bureau Manager

Scott Kinsey, Planner  
Phone No.: (562)570-6461

District: 8

## CONDITIONS OF APPROVAL

4951 Oregon Ave.  
Case No. 1002-28  
November 10, 2015

### Special Conditions :

1. This approval consists of the following entitlements, for the purpose of construction of a new City park ("Oregon Park") at this site:
  - a. General Plan Amendment from LUO #1-Single Family to LUO #11-Open Space/Park;
  - b. Zone Change from I (Institutional) to P (Park);
  - c. Site Plan Review for the construction of a new 3.3-acre City park; and
  - d. Certification of Negative Declaration ND-04-10 (certified by the Planning Commission on August 4, 2010).
2. The developer shall construct a new City park at this location, and deliver it to the City of Long Beach for ownership and maintenance, in accordance with the Development Agreement for the Riverwalk (4747 Daisy Ave.) and Oregon Park (4951 Oregon Ave.) projects approved by the City Council on November 10, 2015.
3. The developer shall provide for the construction of all on-site improvements to the park per the specifications of the Development Agreement, and the Department of Parks, Recreation & Marine ("PRM"). In cases where the specifications are unclear, the Director of Parks, Recreation & Marine, and the Director of Development Services, and the Director of Public Works, within the terms of the Development Agreement, shall be authorized to determine what is required by the Development Agreement regarding on-site improvements for the park.
4. The developer shall provide for the construction of all off-site improvements per the specifications of the Development Agreement. In cases where the specifications are unclear, the Director of Public Works, and the City Engineer, and the City Traffic Engineer, shall be authorized, within the terms of the Development Agreement, to determine what is required by the Development Agreement regarding off-site improvements.
5. Prior to issuance of a grading permit, the developer shall submit a proposed haul route for all construction truck trips to the Director of Development Services and the City Engineer for review. The Director of Development Services and/or City Engineer may modify this proposed haul route as they deem necessary.
6. The developer shall abide by the haul route approved by the Director of Development Services and City Engineer, and failure to do so shall cause the City to issue a stop work order and withhold issuance of further construction permits or certificates of occupancy, until such time as the Director of Development Services and City Engineer determine the developer's hauling practices to be remedied.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

7. The developer shall provide a Construction Management Plan as specified in Section 4.13, on page 4.13-19 of the project Environmental Impact Report (EIR) prepared for the Riverwalk development project, EIR-01-15 (SCH # 2014091011).
8. In addition to the requirements and specification in the Development Agreement, the developer shall provide for the following on-site improvements and operational conditions to the satisfaction of the Director of Development Services:
  - a. The developer shall obtain approval for lighting and security requirements to the satisfaction of the Long Beach Chief of Police.
  - b. All parking areas serving the site shall be provided with appropriate security lighting, with light and glare shields to prevent light trespass onto adjacent or abutting residential buildings or neighborhoods, pursuant to Section 21.41.259. Other security measures may be required to be provided to the satisfaction of the Chief of Police.
  - c. No exterior publicly accessible telephones shall be installed on site.
  - d. The developer shall post "park hours" signs on site, citing the correct section of Long Beach Municipal Code.
  - e. The soccer field lighting shall be turned off no later than 9:00 p.m. to avoid impacts on neighboring residential uses.
  - f. Landscaping shall not exceed 2 feet from the ground and 6 feet overhang from any tree.
  - g. Any graffiti found on site must be removed within 24 hours of its appearance.
  - h. An 8-foot high block wall shall be installed along the south property line.
9. Prior to the issuance of any building permits, the applicant shall demonstrate and note on the final project plans that all exterior lighting fixtures and light standards shall be Illuminating Engineering Society of North America (IESNA)-certified full-cutoff fixtures, or meeting IESNA specifications for full-cutoff fixtures.
10. Prior to the release of the grading permit, the applicant shall prepare and submit a Storm Drain Master Plan to identify all storm run-off and methods of proposed discharge. The Plan shall be approved by all impacted agencies.
11. The following conditions shall be met to the satisfaction of the Director of Public Works. If any requirements in the Development Agreement, or applicable requirements in the Conditions of Approval for the Riverwalk development project (Case No. 1406-12A), exceed or supersede these below requirements, then the said requirements of the Development Agreement and Riverwalk Conditions of Approval shall control:

**GENERAL REQUIREMENTS**

- a. Prior to the start of any on-site/off-site construction, the Developer shall submit a construction plan for pedestrian protection, street lane closures,

construction staging, shoring excavations and the routing of construction vehicles (excavation hauling, concrete and other deliveries, etc.).

### **PUBLIC RIGHT-OF-WAY**

- b. The Developer shall construct all off-site improvements needed to provide full ADA accessibility compliance within the adjacent public right-of-way to the satisfaction of the Director of Public Works. If a dedication of additional right-of-way is necessary to satisfy ADA requirements, the right-of-way dedication way shall be provided.

### **ENGINEERING BUREAU**

- c. The Developer shall be responsible for the maintenance of the off-site improvements during construction of the on-site improvements. All off-site improvements found damaged as a result of construction activities shall be reconstructed or replaced by the Developer to the satisfaction of the Director of Public Works.
- d. The Developer shall remove unused driveways and replace with full-height curb, curb gutter and sidewalk to the satisfaction of the Director of Public Works. Sidewalk improvements shall be constructed with Portland cement concrete. The size and configuration of all proposed driveways serving the project site shall be subject to review and approval of the City Traffic Engineer. Contact the Traffic and Transportation Bureau at (562) 570-6331 to request additional information regarding driveway construction requirements.
- e. The Developer shall provide for a 5-foot-wide sidewalk on Oregon Avenue between Del Amo Boulevard and the southerly property line. Deteriorated, uplifted, or depressed sections of sidewalk on Oregon Avenue shall be reconstructed to the satisfaction of the Director of Public Works. Sidewalk improvements shall be constructed with Portland cement concrete.
- f. The Developer shall provide for the resetting to grade of existing manholes, pullboxes, and meters in conjunction with the required off-site improvements to the satisfaction of the Director of Public Works.
- g. The Developer shall provide for new ground cover and irrigation on Oregon Avenue adjacent to the project site.
- h. The Developer shall provide for landscaping and irrigation along the adjacent side slope of Del Amo. Turf or a drought-tolerant groundcover shall be provided within the parkway between the existing sidewalk along Del Amo Boulevard and the roadway curb.
- i. The Developer shall contact the Street Tree Division of the Department of Public Works, at (562) 570-2770, for street tree installation requirements and permits, prior to beginning the landscaping, and irrigation system work.
- j. The Developer shall construct full height curb and gutter along Oregon Avenue adjacent to the project site to the satisfaction of the Director of Public Works.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

- k. The Developer shall submit a grading plan with hydrology and hydraulic calculations showing building elevations and drainage pattern and slopes for review and approval by the Director of Development Services and the Director of Public Works prior to approval of the map and/or release of any building permit.
- l. Prior to approving an engineering plan, all projects greater than 1 acre in size must demonstrate coverage under the State Construction General NPDES Permit. To meet this requirement, the applicant must submit a copy of the letter from the State Water Resource Control Board acknowledging receipt of the Notice of Intent (NOI) and a certification from the developer or engineer that a Storm Water Pollution Prevention Plan (SWPPP) has been prepared. Should you have any questions regarding the State Construction General NPDES Permit or wish to obtain an application, please call the State Regional Board Office at (213) 266-7500 or visit their website for complete instructions at [www.waterboards.ca.gov/stormwtr/construction.html](http://www.waterboards.ca.gov/stormwtr/construction.html) Left-click on the Construction General Permit 99-08-DWQ link.
- m. The Developer shall submit a drainage plan for approval by Public Works prior to issuance of a building permit.
- n. Public improvements shall be constructed in accordance with approved plans. Detailed off-site improvement plans shall be submitted to the Department of Public Works for review and approval.

TRAFFIC & TRANSPORTATION BUREAU

- o. The Developer shall design and construct a new traffic signal at the intersection of Del Amo Boulevard and Oregon Avenue to the satisfaction of the City Traffic Engineer. Detailed installation plans and specifications shall be provided to the City's traffic Department for review and approval.
- p. The Developer shall salvage and reinstall all traffic signs that require temporary removal to accommodate new construction within the public right-of-way. All traffic signs shall be reinstalled to the satisfaction of the City Traffic Engineer.
- q. The Developer shall replace all traffic signs and mounting poles damaged or misplaced as result of construction activities to the satisfaction of the City Traffic Engineer.
- r. The Developer shall repaint all traffic markings obliterated or defaced by construction activities to the satisfaction of the City Traffic Engineer.
- s. All traffic control device installations, including pavement markings within the private parking lot, shall be installed in accordance with the provisions of the Manual On Uniform Traffic Control Devices (MUTCD), 2003 edition (i.e., white parking stalls, stop signs, entry treatment signage, handicapped signage, etc.).

- t. The Developer shall contact the Traffic & Transportation Bureau, at (562) 570-6331, to modify the existing curb marking zones, adjacent to the site.

## MITIGATION MEASURES

12. The developer shall provide for compliance with the following mitigation measures, specified in the Mitigation Monitoring Plan in Negative Declaration ND-04-10:

- a. **Aesthetics**

- 1) **Mitigation Measure 1-1:** Prior to the issuance of any building permits, the applicant shall demonstrate on the final project plans that all exterior lighting fixtures and light standards shall be shielded and shall be located and installed to prevent spillover of light onto the surrounding properties and roadways.

- b. **Hydrology and Water Quality**

- 1) **Mitigation Measure VIII-1:** Prior to the release of the grading permit, the applicant shall prepare and submit a Storm Drain Master Plan to identify all storm run-off and methods of proposed discharge. The Plan shall be approved by all impacted agencies.
- 2) **Mitigation Measure VIII-2:** Prior to the release of any grading or building permit, the project plans shall include a narrative discussion of the rationale used for selecting or rejecting BMPs. The project architect or engineer of record, or authorized qualified designee, shall sign a statement on the plans to the effect: "As the architect/engineer of record, I have selected appropriate BMPs to effectively minimize the negative impacts of this project's construction activities on storm water quality. The project owner and contractor are aware that the selected BMPs must be installed, monitored and maintained to ensure their effectiveness. The BMPs not selected for implementation are redundant or deemed not applicable to the proposed construction activities." (Source: Section 18.95.050 of the Long Beach Municipal Code).

- c. **Noise**

- 1) **Mitigation Measure XI-1:** Any person(s) associated with the proposed project shall only operate or permit the operation of any tools or equipment used for site preparation, construction or any other related building activity that produces loud or unusual noise which annoys or disturbs a reasonable person of normal sensitivity between the following hours:

**Weekdays:** 7:00am to 7:00pm

**Saturdays:** 9:00am to 6:00pm

**Sundays:** No work permitted



ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

**Holidays:** No work permitted.

The only exception shall be if the Building Official gives authorization for emergency work at the project site.

**Standard Conditions:**

13. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions, which are a part thereof. These specific requirements must be recorded with all title conveyance documents at time of closing escrow.
14. All conditions of approval must be printed verbatim on all plans submitted for plan review to the Department of Development Services. These conditions must be printed on the site plan or a subsequent reference page.
15. The Director of Development Services is authorized to approve minor modifications to the approved design plans or to any of the conditions of approval if such modifications shall not significantly change/alter the approved design/project and if no detrimental effects to neighboring properties are caused by said modifications. The Zoning Administrator or Planning Commission shall review any major modifications, respectively.
16. Site development, including landscaping, shall conform to the approved plans on file in the Department of Development Services. At least one set of approved plans containing Planning, Building, Fire, and, if applicable, Health Department stamps shall be maintained at the job site, at all times for reference purposes during construction and final inspection.
17. Prior to the issuance of a building permit, the applicant must submit complete landscape and irrigation plans for the discretionary approval of the Director of Development Services. The landscaping plan shall include drought tolerant street trees to be installed consistent with the specifications of the Street Tree Division of the Department of Public Works. Approved root guards shall be provided for all street trees.
18. All landscaped areas shall be planted with drought tolerant plant materials. All landscaped areas shall be provided with water conserving automatic irrigation systems designed to provide complete and adequate coverage to sustain and promote healthy plant life. The irrigation system shall not cause water to spray or flow across a public sidewalk.

ANNUAL MONITORING REVIEW STATEMENT FOR 2016 AND 2017  
RIVERWALK DEVELOPMENT AGREEMENT DATED DECEMBER 17, 2015

19. All landscaped areas must be maintained in a neat and healthy condition, including public parkways and street trees. Any dying or dead plant materials must be replaced with the minimum size and height plant(s) required by Chapter 21.42 (Landscaping) of the Zoning Regulations.
20. The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants. This shall encompass the maintenance of exterior facades of the building, designated parking areas serving the use, fences and the perimeter of the site (including all public parkways).
21. All structures shall conform to the Long Beach Building Code requirements. Notwithstanding this subject permit, all other required permits from the Building Bureau must be secured.
22. Separate building permits are required for signs, fences, retaining walls, trash enclosures, flagpoles, pole-mounted yard lighting foundations and planters.
23. All unused curb-cuts must be replaced with full height curb, gutter, and sidewalk, and any proposed curb-cuts shall be reviewed, approved and constructed to the specifications of the Director of Public Works.
24. As a condition of any City approval, the applicant shall defend, indemnify, and hold harmless City and its agents, officers, and employees from any claim, action, or proceeding against City or its agents, officers, and employees to attack, set aside, void, or annul the approval of City concerning the processing of the proposal/entitlement or any action relating to, or arising out of, such approval. At the discretion of the City and with the approval of the City Attorney, a deposit of funds by the applicant may be required in an amount sufficient to cover the anticipated litigation costs.