

AGREEMENT

THIS AGREEMENT is made and entered into, in duplicate, as of the
12 day of November, 2006, pursuant to Title 20.40 of the Municipal
Code and by and **30501**

BETWEEN

CITY OF LONG BEACH, a municipal
corporation, organized under the laws of the
State of California, hereinafter designated as
the "**CITY**"

AND

MC DONNELL DOUGLAS CORPORATION,
hereinafter designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property in
the City of Long Beach, County of Los Angeles, State of California, described as being
a final plot. Being a subdivision of portions of Lots 40, 51, and 52 of Tract No. 8084, as
per map recorded in book 171, pages 24 through 30, inclusive of maps, together with
those portions of Lakewood Boulevard as shown on said Tract No. 8084 vacated and
abandoned by the State of California Highway Commission, a certified copy of which
was recorded May 19, 1959 as Instrument No. 3601, of official records of said County;
and

WHEREAS, said **DEVELOPER** now desires to make and enter into a
construction agreement with the City of Long Beach.

NOW, THEREFORE, in consideration of the covenants, conditions and
provisions herein contained, it is hereby mutually agreed as follows:

(1) That said **DEVELOPER** shall, on or prior to the last day of December 2008, complete, to the satisfaction of the City Engineer of said City, all of the improvement work required by Title 20 of the Municipal Code of the City of Long Beach, which improvement work together with the estimated cost is set forth with more particularly on Exhibit B, attached hereto and made a part hereof by reference thereto.

(2) **DEVELOPER** shall prosecute the improvement work in a diligent and workmanlike manner to completion. In the event **DEVELOPER** fails or neglects to complete all of said work as aforesaid and within the time specified, **CITY** shall have the right at any time thereafter to complete the same with City forces or by separate contract and thereupon recover from said **DEVELOPER** the full cost and expense thereby incurred by the **CITY**.

(3) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the improvement work specified in this agreement prior to the completion and acceptance of same, nor shall **CITY**, nor any officer or employee thereof, be liable to any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by the **DEVELOPER**. **DEVELOPER** further agrees to protect, defend and hold harmless the **CITY** and the officers and employees thereof from all loss, liability or claim because of, or arising out of, the acts or omissions of **DEVELOPER**, his agents and employees, in the performance of this agreement, or arising out of the use of any patent or patented article in the construction of said work.

(4) **DEVELOPER** shall deposit money with the City Treasurer or shall furnish to the **CITY** a good and sufficient surety bond or bonds, or file with the **CITY** an Instrument of Credit, in an amount not less than 100 percent of the estimated cost of the

improvement work described in Exhibit B attached hereto for the faithful performance of the terms and conditions of this agreement, and in addition, for Labor and Materials in the amount not less than 50 percent of the said estimated cost of the improvement work to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. If the security posted by **DEVELOPER** is a surety bond or bonds, and the surety on any of said bonds, in the opinion of the **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each and every bond or bonds with good and sufficient sureties within ten (10) days after receiving notice that said surety or sureties are insufficient.

(5) All applicable provisions of Title 20 of the Municipal Code of the City of Long Beach, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California are hereby incorporated herein and made a part hereof.

(6) It is agreed by and between the parties hereto, including the surety or sureties on the bond or bonds attached to this contract, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this contract, such extension of time may be granted, from time to time, by the **CITY**, either at the **CITY'S** own election, or upon request of the **DEVELOPER**, and such extensions shall in no way affect the validity of this contract or release the surety or sureties on said bonds. **DEVELOPER** further agrees to maintain the aforesaid bond or bonds in full force and effect during the term of this contract, including any extensions of time as may be granted from time to time.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

CITY OF LONG BEACH, a Municipal Corporation

November 9, 2006

BY: 
CITY MANAGER

November 6, 2006

BY: 
DEVELOPER
Authorized Signatory

_____, 2006

BY: _____
DEVELOPER

_____, 2006

BY: _____
DEVELOPER

_____, 2006

BY: _____
DEVELOPER

Approved as to form this 8th day of JANUARY, 2006⁷.

ROBERT E. SHANNON, City Attorney

BY: 
DEPUTY

**DEFERRED MONUMENTS FOR
TRACT MAP NO. 61252-1**

<u>SHEET NO.</u>	<u>Quantity Of Required Points To Be Set</u>
1	0
2	0
3	0
4	55
5	41
6	26
	<hr/>
Total=	122

DEFERRED MONUMENT FEE = \$1000.00 + \$300.00 PER POINT = \$37,600.00

ALL PURPOSE ACKNOWLEDGEMENT

State of California)
County of Los Angeles) SS

On November 6, 2006 before me, SUSAN N. JIMENEZ,

personally appeared ALAN E. DEFRANCIS

- personally known to me
- 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 capacities, 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.



WITNESS my hand and official seal.

Susan N. Jimenez
(Signature of Notary Public)

Optional

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

Description of Attached Document

Title or Type of Document: Agreement

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____

BOND FOR FAITHFUL PERFORMANCE

Bond #285026882

CORPORATION

WHEREAS, the City of Long Beach and McDonnell Douglas, a Corporation, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated November 12, 200~~6~~⁷, and identified as Tract No. 61252-1 is hereby referred to and made a part hereof; and

WHEREAS, said **PRINCIPAL** is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we the **PRINCIPAL** and Liberty Mutual Insurance Company, as Surety, a corporation organized and existing under the laws of the State of MA, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," in the penal sum of Thirty Seven Thousand Six Hundred dollars (\$37,600.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, shall indemnify and save harmless the City, its officers, agents and employees, then this

obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

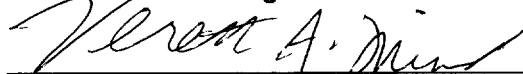
As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 8th day of November, 2006.

McDonnell Douglas CORPORATION

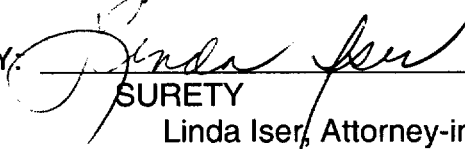
BY:



PRINCIPAL

Liberty Mutual Insurance Company

BY:




SURETY

Linda Iser, Attorney-in-Fact

Approved as to form this 8th day of JANUARY, 2006.⁷

ROBERT E. SHANNON, City Attorney

BY: 
DEPUTY

Approved as to sufficiency this 9th day of November, 2006. ⁷

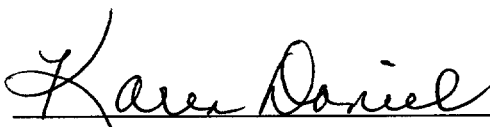
BY: 
DIRECTOR OF PUBLIC WORKS

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 8th day of November, 2006, before me, Karen Daniel, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of Liberty Mutual Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint THOMAS J. JOSLIN, SANDRA MARTINEZ, SUSAN J. PREIKSA, GEOFFREY E. HEekin, ROBERT E. DUNCAN, LINDA ISER, KAREN DANIEL, KATHLEEN J. MAILES, JAMES A. CUTHBERTSON, SUSAN A. WELSH, MARCIA K. CESAFSKY, JOELLEN M. MENDOZA, PATRICIA M. DOYLE, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of August, 2006.

LIBERTY MUTUAL INSURANCE COMPANY

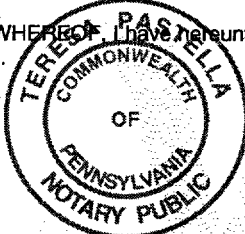
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8th day of Nov, 2006.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BOND FOR LABOR AND MATERIALS

Bond #285026882

CORPORATION

WHEREAS, the City of Long Beach and McDonnell Douglas, a Corporation, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated November 12, 200~~6~~⁷, and identified as Tract No. 61252-1 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Long Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said **PRINCIPAL** and Liberty Mutual Insurance Company, as Surety, a corporation organized and existing under the laws of the State of MA, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid public improvements, in the sum of Eighteen Thousand Eight Hundred dollars (\$18,800.00) for the payment of materials or labor furnished thereon if any or for amounts due under the Unemployment Insurance Act with respect to such work or labor, for the payment of which sum, well and truly to be made jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants,

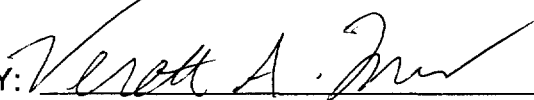
conditions and provisions in the said agreement and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agency and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in success fully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

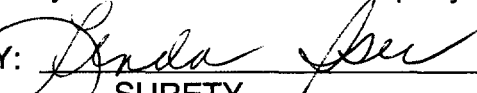
The Surety hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 8th day of November, 2006.

McDonnell Douglas CORPORATION

BY: 
PRINCIPAL

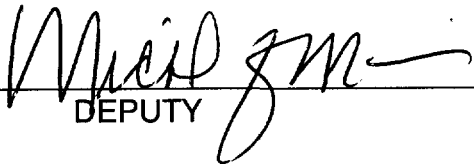
Liberty Mutual Insurance Company

BY: 
SURETY

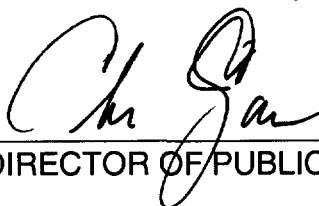
Linda Iser, Attorney-in-Fact

Approved as to form this 8th day of JANUARY, 2006.

ROBERT E. SHANNON, City Attorney

BY: 
DEPUTY

Approved as to sufficiency this 11th day of November, 2006.

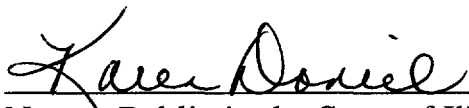
BY: 
DIRECTOR OF PUBLIC WORKS

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 8th day of November, 2006, before me, Karen Daniel, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of Liberty Mutual Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **THOMAS J. JOSLIN, SANDRA MARTINEZ, SUSAN J. PREIKSA, GEOFFREY E. HEKIN, ROBERT E. DUNCAN, LINDA ISER, KAREN DANIEL, KATHLEEN J. MAILES, JAMES A. CUTHBERTSON, SUSAN A. WELSH, MARCIA K. CESAFSKY, JOELLEN M. MENDOZA, PATRICIA M. DOYLE, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS**.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100******* DOLLARS (\$ **75,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of August, 2006

LIBERTY MUTUAL INSURANCE COMPANY

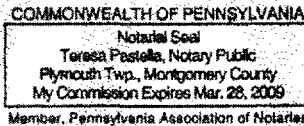
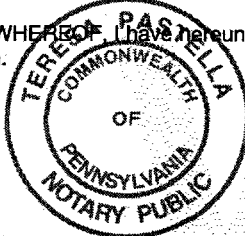
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of August, 2006.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.