

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE DOUGLAS PARK PROJECT PURSUANT TO CHAPTER 21.29 OF THE LONG BEACH MUNICIPAL CODE; AND DIRECTING THE CITY MANAGER TO EXECUTE, ON BEHALF OF CITY, THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH THE MCDONNELL DOUGLAS CORPORATION

WHEREAS, on December 21, 2004, the City Council of the City of Long Beach adopted Ordinance No. C-7960, approving an application for a development agreement and the Development Agreement by and between the City of Long Beach and McDonnell Douglas Corporation;

WHEREAS, on September 3, 2009, the Planning Commission of the City of Long Beach recommended that the City Council take action to adopt an ordinance to authorize execution of an Amended and Restated Douglas Park Development Agreement;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

Section 1. Recitals

A. In response to requirements of State law, the City Council has enacted Chapter 21.29 of the Long Beach Municipal Code to establish procedures and requirements for the consideration of development agreements upon application of persons having a legal or equitable interest in property proposed to be subject to such an agreement.

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

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1 B. The City has conducted discussions initiated by property interest-
2 holders in that development commonly known as Douglas Park in the vicinity of
3 Lakewood Boulevard and Carson Street relating to their application for an Amended
4 Development Agreement.

5 C. The application having been deemed complete by the Director of
6 Development Services, and environmental review having been prepared as required by
7 law, the Long Beach Planning Commission conducted a public hearing on this matter on
8 September 3, 2009. Following that hearing, the Commission recommended to the City
9 Council approval of the application for said Amended and Restated Development
10 Agreement.

11 D. Following receipt of a written report of such action by the Planning
12 Commission, and notice having been duly given by the City Clerk, the City Council
13 conducted a public hearing on this matter on October 6, 2009. At such public hearing, all
14 persons were given a full and fair opportunity to be heard and to present written or oral
15 testimony.

16 E. Following such public hearing, the City Council deliberated,
17 considered and acted upon the application in accordance with provisions of law and as
18 set forth in this ordinance.

19
20 Section 2. Amended and Restated Development Agreement
21 Incorporated by Reference.

22 A. An application for an Amended Development Agreement has been
23 filed with the Director of Development Services by The Boeing Company (formerly known
24 as McDonnell Douglas Corporation, a Maryland corporation, and a wholly owned
25 subsidiary of The Boeing Company, a Delaware corporation).

26
27 Section 3. Findings.

28 A. Based on facts supporting such Findings as set forth in the record of

1 the public hearing conducted by the City Council on September 22, 2009, relating to the
2 Amended Development Agreement, the City Council hereby finds:

3 1. That the Amended and Restated Development Agreement is
4 consistent with the Long Beach General Plan and any and all applicable specific plans,
5 and

6 2. That the Amended and Restated Development Agreement will
7 promote the general welfare and public interest of the City of Long Beach.

8
9 Section 4. Approval.

10 A. Based upon such findings and upon the recommendation of the Long
11 Beach Planning Commission, and after a full, fair and duly noticed public hearing, the
12 City Council hereby approves the Amended Development Agreement and such
13 agreement is incorporated into this ordinance by reference in substantially the form as set
14 forth in Exhibit "A".

15 B. In substantially the same form and content as set forth in Exhibit "A"
16 herein, and when approved as to form by the City Attorney, the City Manager is hereby
17 authorized and directed to execute the Amended and Restated Development Agreement
18 on behalf of the City.

19 D. The City Clerk shall cause a copy of said Amended and Restated
20 Development Agreement to be recorded in the office of the Registrar/Recorder of the
21 County of Los Angeles no later than ten (10) days after its execution.

22
23 Section 5. As provided in Subsection 21.29.030.F of the Long Beach
24 Municipal Code, this ordinance may be subject to referendum in the manner provided by
25 law.

26
27 Section 6. The City Clerk shall certify to the passage of this ordinance by
28 the City Council and cause it to be posted in three (3) conspicuous places in the City of

OFFICE OF THE CITY ATTORNEY
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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the
2 Mayor.

3 I hereby certify that the foregoing ordinance was adopted by the City
4 Council of the City of Long Beach at its meeting of _____, 20___, by the
5 following vote:

6 Ayes: Councilmembers: _____
7 _____
8 _____
9 _____

10 Noes: Councilmembers: _____
11 _____

12 Absent: Councilmembers: _____
13 _____

14 _____
15 _____
16 _____
17 City Clerk

18
19 Approved: _____
20 (Date) Mayor

21
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EXHIBIT "A"

Recording Requested By:

CITY OF LONG BEACH
CITY CLERK

When Recorded, Mail to:

CITY OF LONG BEACH
CITY CLERK
333 W. Ocean Boulevard
1st Floor
Long Beach, CA 90802

DOUGLAS PARK

AMENDED AND RESTATED

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LONG BEACH

AND

THE McDONNELL DOUGLAS

CORPORATION

**DOUGLAS PARK
DEVELOPMENT AGREEMENT**

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- “C” Illustrative Site Plan**
- “D-1” PD-32 South**
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- “E-1” On-Site Project Infrastructure Phasing Plan**
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- “J” Form of Certificate of Agreement Compliance**
- “K” Form of Assignment and Assumption Agreement**
- “L” Form of Waiver of Right of First Refusal and Use Restrictions**
- “M” Legal Description of the City Parcel**
- “N” Right of Entry Permit Agreement**
- “O” Airspace And Avigation Easement**
- “P” Form of Estoppel Certificate**
- “Q” Douglas Park Employment Development Program Organizational Chart**
- “R” Carson Street Landscape Improvements Plan**
- “S” Railroad Right of Way**

AMENDED AND RESTATED

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF LONG BEACH
AND
McDONNELL DOUGLAS CORPORATION**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT, dated as of _____, 2009, by and between the CITY OF LONG BEACH, a charter city and municipal corporation of the State of California, on the one hand, and McDONNELL DOUGLAS CORPORATION, a Maryland corporation and a wholly-owned subsidiary of The Boeing Company, a Delaware corporation, on the other hand, pursuant to the authority set forth in the Development Agreement Act, the City's inherent power as a charter city, and the Enabling Ordinance.

RECITALS

WHEREAS, the City and Company recognize that construction and development of Douglas Park (consisting of a mixed-use commercial and light industrial complex and other related facilities described herein) will benefit both Parties by (1) creating significant opportunities for economic growth in the City, the Southern California region and the State of California, (2) allowing the Company the opportunity to realize increased value and returns from its Property, (3) providing for implementation of the public infrastructure needed to accommodate that growth, and (4) generating significant economic benefits to the State, the Southern California region, the City and Company; and

WHEREAS, Douglas Park will be consistent with and will be designed and implemented to further numerous comprehensive planning objectives contained within the City's General Plan; and

WHEREAS, development of Douglas Park is designed and intended to create jobs, expand the City's economic base and provide a positive fiscal benefit to the City at full build out; and

WHEREAS, Douglas Park will provide opportunities for new hotel and retail growth in the City which will provide new general fund revenues; and

WHEREAS, in order to provide certainty and render the Project's development more feasible in light of the capital investment necessary to implement the Project and the extended planning horizon necessary to coordinate a project of such scope and complexity, and in order to realize the public benefits contemplated to result from the development of Douglas Park, the City is willing to agree with the Company that, with respect to the Property, certain existing governmental entitlements shall, to the extent specified herein, not be changed or supplemented with inconsistent burdens and exactions during the Term of this Agreement; and

WHEREAS, Company also recognizes and agrees that in extending these benefits to Company, the City will reserve certain legislative powers to protect the interests and

responsibilities of the City and to ensure that the public benefits contemplated by this Agreement are received; and

WHEREAS, the direct and indirect benefits the City expects to receive pursuant to this Agreement for its existing and future residents include, but are not limited to, Company's participation in funding or causing to be funded certain needed public improvements and facilities in the City; and

WHEREAS, these public facilities and improvements will not only facilitate the Project, but will provide benefits to the general public on a regional basis; and

WHEREAS, the Company wishes to undertake the obligations and requirements set forth herein in order to receive the benefits accruing to the Company from this Agreement and to achieve the public benefits contemplated herein, including Company's commitment to the balanced land use and development plan for the Property set forth herein, and Company's acceptance and approval of the conditions, requirements and restrictions imposed herein or incorporated herein by reference in connection with development of the Project; and

WHEREAS, for the foregoing reasons, the Parties desire to enter into a development agreement for the Douglas Park Project pursuant to the Development Agreement Act and the procedures and requirements established by the Enabling Ordinance upon the terms set forth herein.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, the City's inherent powers as a charter city, and the Enabling Ordinance, and in consideration of the premises and mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- 1.1 **“Accessory Use”** shall have the meaning set forth in PD-32 North and PD-32 South.
- 1.2 **“Agreement”** means this Amended And Restated Development Agreement.
- 1.3 **“Airspace And Avigation Easement”** means that easement, in the form attached hereto as Exhibit “O,” which will subject the Property to existing and future conditions caused by Long Beach Airport operations.
- 1.4 **“Attorneys’ Fees”** means and shall be limited to (a) attorneys’ fees, if any, awarded to a plaintiff by a court of competent jurisdiction pursuant to a final judgment in connection with any Litigation, or (b) the amount required to be paid, if any, to reimburse any plaintiff for the plaintiff’s attorneys’ fees as provided in a settlement agreement approved by City and Company in connection with any Litigation, as provided in Section 8.3.3 of this Agreement.
- 1.5 **“Bike Path”** means the bicycle trail comprising Segments 1, 2, 3, 4, and 5 as shown on Exhibits “E-1” and “E-2” attached hereto.
- 1.6 **“Boeing”** means The Boeing Company, a Delaware corporation, and its successors and assigns.
- 1.7 **“Bonds”** means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refinancing thereof, which obligation may be incurred by or on behalf of a Public Financing District.
- 1.8 **“California Building Standards Codes”** means those building, electrical, mechanical, fire and other similar regulations, which are mandated by state law and which become applicable throughout the City, including, but not limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, and the California Fire Code (including those amendments to the promulgated California codes which reflect local modification to implement requirements justified by local conditions, as allowed by state law, and which are applicable City-wide).

1.9 “Carson Street Landscape Improvements” means those landscaping improvements to be installed on the north side of Carson Street and more particularly described and depicted on Exhibit “R” attached hereto.

1.10 “Certificate of Occupancy”, whether capitalized or not, means a temporary or permanent certificate of occupancy as defined in section 21.15.460 of the Code.

1.11 “City” means the City of Long Beach, a charter city and municipal corporation of the State of California duly organized and existing under the Constitution and the laws of the State of California.

1.12 “City Agency” means each and every agency, department, board, and/or commission (including, without limitation, each and every advisory agency or board, including, without limitation, the Parks and Recreation Commission and Airport Advisory Commission) acting under the authority of the City, including, without limitation, the City Council and the Planning Commission.

1.13 “City Attorney” means the city attorney of City.

1.14 “City Council” means the city council of City and the legislative body of the City pursuant to section 65867 of the Development Agreement Act.

1.15 “City Funds” means any City general fund monies, any tax increment monies, and/or any transportation improvement or capital fund monies.

1.16 “City Manager” means the chief executive officer of City.

1.17 “City Parcel” means that real property located at the northeast corner of the Project, currently owned by the City, and more particularly described in Exhibit “M,” attached hereto.

1.18 “City Representatives” means all officials, advisory commissioners, agents, staff, employees, contractors, council members, planning commissioners, representatives, authorities, managers, affiliates, successors and assigns of the City or any City Agency.

1.19 “Code” means the City of Long Beach Municipal Code.

1.20 “Commercial Districts” means Sub Areas 1, 2, and 3 , as defined by PD-32 North, and Sub Areas 7, 8 A and 8 B, as defined by PD-32 South.

1.21 “Community Open Space” means Donald Douglas Plaza and Jansen Green, other significant plazas, street gateways, enhanced McGowen parkway, landscape buffers, mid-block pedestrian connections, and the Class I and Class II Bike Paths, all of which shall be made available and open for public use, and are more fully described and depicted in Exhibit “E-2”.

1.22 “Company” means McDonnell Douglas Corporation, a Maryland corporation and a wholly-owned subsidiary of Boeing.

1.23 “Conditions of Approval” means any conditions, restrictions or requirements imposed by the Project Approvals, including, without limitation, any Development Requirements.

1.24 “Consumer Price Index” means the Consumer Price Index for all Urban Consumers, All items (1982-1984 = 100) for the Los Angeles-Riverside-Orange County Region or such successor index with which it may be replaced. If the above-described Consumer Price Index is discontinued during the Term for any reason and there is no successor or replacement index, City shall select a reasonable replacement index which is similar in nature and impact to the discontinued index and such replacement index shall be used in lieu of the discontinued index.

1.25 “Design Guidelines PD-32 North” and “Design Guidelines PD-32 South” means the revised guidelines for Development of the Project adopted by the City prior to or concurrently with the approval of the ordinance approving this Agreement.

1.26 “Development”, whether or not capitalized, means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of Project Infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and Community Open Space. “Development” also includes the remodeling, renovation, rehabilitation, repair,

rebuilding, or replacement of any building, structure, improvement, landscaping or facility after the initial construction and completion thereof, as permitted under Section 3.2.1.5 during the Term.

1.27 **“Development Agreement Act”** means Article 2.5 of Chapter 4 of Division 1 of Title 7 (sections 65864 through 65869.5) of the California Government Code.

1.28 **“Development Requirements”** means the requirements of City imposed in connection with or pursuant to any Project Approval for the dedication of land, the construction or improvement of public facilities or other improvements, or the payment of fees or assessments in order to lessen, offset, mitigate or compensate for the impacts of Development on the environment or other public interests.

1.29 **“Development Standards-North” and “Development Standards-South”** means those development standards, requirements, limitations and provisions, including, without limitation, height, density, setback, sideyards, lot sizes, and other zoning standards, incorporated into PD-32 North and PD-32 South respectively.

1.30 **“Director”** means the Director of the Development Services Department of the City.

1.31 **“Discretionary Action” or “Discretionary Approval”** means an action which requires the exercise of judgment, deliberation or discretion on the part of City, including any City Agency and City Representatives, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires a City Agency or City Representative to determine whether there has been compliance with applicable statutes, ordinances, regulations or requirements.

1.32 **“Distribution”** shall have the meaning set forth in PD-32 North and South.

1.33 **“Douglas Park” or “Douglas Park Project”** means the Development of the Property and the City Parcel as contemplated by this Agreement.

1.34 **“Douglas Park Planned Development District No. 32-South” or “PD-32 South”** means Ordinance No. C-XXXX, attached hereto as Exhibit “D-1”, and the land use,

development and other provisions contained therein, including without limitation, the Development Standards-South.

1.35 “Douglas Park Planned Development District No. 32-North” or “PD-32 North” means ordinance No. C-XXXX, attached hereto as Exhibit “D-2”, and the land use, development and other provisions contained therein, including without limitation, the Development Standards-North.

1.36 “Effective Date” means , for the portion of the Property located South of Cover Street, June 2, 2005, the date that the original version of this Agreement was fully executed by the Parties and recorded in the office of the Recorder of Los Angeles County, and, for the portion of the Property located North of Cover Street, the date this Agreement is fully executed and recorded in the office of the Recorder of Los Angeles County.

1.37 “Enabling Ordinance” means Ordinance C-6533 §1 adopted by the City Council on October 4, 1988, which established Chapter 21.29 of the Code, which authorizes and enables the City to enter into development agreements in accordance with the Development Agreement Act.

1.38 “Environmental Impact Report” means the detailed environmental impact document prepared pursuant to California Public Resources Code section 21000 *et seq.* covering the Project and assigned State Clearinghouse Number 2001051048 including an Addendum thereto adopted by the City Council concurrently with its adoption of the ordinance approving this Agreement.

1.39 “Floor Area” shall have the meaning set forth in PD-32 North and PD-32 South.

1.40 “General Plan” means the General Plan of the City of Long Beach.

1.41 “Intentionally Omitted”

1.42 “Impact Fees” means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed by the City on or in connection with the impacts of new development pursuant to rules, regulations, ordinances and policies of the City. The Impact Fees applicable to the portion of the Project located South of Cover Street

during the Term of this Agreement are set forth in Exhibit "I-1," and the Impact Fees applicable to the portion of the Project located North of Cover Street during the Term of this Agreement are set forth in Exhibit "I-2," attached hereto; provided, that the amount of the police and fire fees which are payable shall be the amount of those fees in effect at the time the applicable Development occurs. Impact Fees do not include (i) Processing Fees and Charges, or (ii) City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed on or in connection with the impacts of new development.

1.43 "Inspections" means all field inspections and reviews by City Agencies or City Representatives during the course of construction of the Project and the processing of certificates of occupancy (permanent or temporary).

1.44 "Lakewood Boulevard Landscape Improvements" means those landscaping improvements installed or to be installed pursuant to that certain Covenant And Agreement between Company and the City, which was recorded concurrently with the original version of this Agreement and is attached as Exhibit "G" hereto.

1.45 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations, guidelines and official policies of the City in force as of the Effective Date, as modified by the Project Approvals, governing the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the Development of the Property. "Land Use Regulations" includes, without limitation, the General Plan, PD-32 North and PD-32 South (including the Development Standards-North and the Development Standards-South), the Design Guidelines PD-32 North and the Design Guidelines PD-32 South, and the Impact Fees with respect to the portion of the Project located South and North of Cover Street, as shown on Exhibit "I-1" and Exhibit "I-2" respectfully. Notwithstanding the language of this Section or any other language in this Agreement, all duly adopted codes, regulations, specifications and standards regarding the initial design and construction prior to acceptance of

Public Improvement Facilities, if any, shall be those that are in effect at the time the construction plans for such Public Improvement Facilities are approved by the City. In any event, the term "Land Use Regulations" does not refer to or include any City ordinance, resolution, code, rule, regulation, or official policy governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and
- (e) the exercise of the power of eminent domain.

1.46 "Liabilities" means all liabilities, losses, damages (including, without limitation, penalties, fines and monetary sanctions), expenses, charges, or costs of whatsoever character, nature and kind, including reasonable attorneys' fees and costs incurred by the indemnified Party with respect to counsel of its choice.

1.47 "Litigation" means any legal action instituted by any third party challenging any aspect of this Agreement or the Project Approvals, including, without limitation, the adoption, validity or application of any provision of this Agreement (including, without limitation, any claim by a third party who owns a portion of the Property arising from this Agreement, including, without limitation, any claim that this Agreement materially adversely effects such party's right to develop such portion of the Property in accordance with the Project Approvals in effect on June 2, 2005 and the Governing Documents as defined in the CC&Rs (as defined in Section 2.4.3 below)), or the Project's compliance with all applicable federal and state prevailing wage requirements, including the requirements of California Labor Code section 1720 *et seq.*

1.48 "Ministerial Permits and Approvals" means the non-discretionary permits, approvals, plans, inspections, certificates, documents, licenses, and all other non-discretionary actions required to be taken by the City in order for Company to implement, develop and

construct the Project, including, without limitation, building permits, public works permits, grading permits, encroachment permits, permanent certificates of occupancy, and other similar permits and approvals which are required by the Code to implement the Project in accordance with the Project Approvals. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.49 “Mitigation Monitoring Program” means the mitigation monitoring program adopted in connection with the City’s approval of the Project Approvals and the certification of the Environmental Impact Report and any Addendum thereto.

1.50 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or a lender under any other like security-device, and their successors and assigns.

1.51 “On-Site Project Infrastructure Phasing Plan” means the phasing of on-site Project Infrastructure in a manner that encourages and supports the development contemplated by this Agreement, including, without limitation, the job-creating commercial uses planned for Douglas Park, as more fully described and depicted in Exhibit “E-1”. Together with Exhibits “E-2” and “H,” the On-Site Project Infrastructure Phasing Plan identifies and describes the following six (6) phases of Project Infrastructure, which are further described in Section 2.4.2: Phase 1, which consists of the Phase 1 On-Site Roadway Infrastructure shown on Exhibit “E-1”, Segment 1 of the Bike Path, and the Lakewood Boulevard Landscape Improvements; Phase 2, which consists of the Phase 2 On-Site Roadway Infrastructure shown on Exhibit “E-1”; Phase 3, which consists of the Phase 3 On-Site Roadway Infrastructure shown on Exhibit “E-1” and Segment 4 and 5 of the Bike Path ; Phase 4, which consists of the Phase 4 On-Site Roadway Infrastructure “shown on Exhibit E-1”, Jansen Green, Segments 2 and 3 of the Bike Path and the McGowen Street View Corridor; Phase 5, which consists of the Phase 5 On-site Roadway Infrastructure “shown on Exhibit E-1”; and the Enclave Phase, which consists of the Enclave Phase On-Site Roadway Infrastructure shown on Exhibit “E-1”.

1.52 “On-Site Roadway Infrastructure” means the wet utilities (i.e., water, sewer and storm drainage) and dry utilities (i.e., conduits for telephone, electric, gas and cable), streets,

traffic signage, traffic control devices, street lighting, sidewalks, and parkway landscaping, divided among the following six phases: Phase 1 On-Site Roadway Infrastructure, Phase 2 On-Site Roadway Infrastructure, Phase 3 On-Site Roadway Infrastructure, Phase 4 On-Site Roadway Infrastructure, Phase 5 On-Site Roadway Infrastructure, and Enclave Phase On-Site Roadway Infrastructure, as further described and depicted in the On-Site Project Infrastructure Phasing Plan attached hereto as Exhibit "E-1" and the Performance Trigger Summary attached hereto as Exhibit "H," but excluding any Transportation Improvements.

1.53 Intentionally Omitted

1.54 Intentionally Omitted

1.55 "Parties" means collectively Company and City.

1.56 "Party" means any one of Company or City.

1.57 "Peak Hour" means the one-hour between the hours of 3:00 p.m. and 7:00 p.m. that exhibits the highest combination volume of Project and ambient traffic.

1.58 Intentionally Omitted

1.59 "Planning Commission" means the Planning Commission of the City and the planning agency of the City pursuant to section 65867 of the Development Agreement Act.

1.60 (Intentionally Omitted)

1.61 "Processing Fees and Charges" means all current and future processing fees and charges required by the City in connection with the Development of the Project, and which apply City-wide, including, but not limited to, fees for Ministerial Permits and Approvals, land use applications, tract or parcel maps, lot line adjustments, air rights lots, street vacations, certificates of occupancy and other similar permits. Processing Fees and Charges shall not include Impact Fees.

1.62 "Project" means the Development of the Property and the City Parcel as contemplated by Section 2.4 of this Agreement.

1.63 "Project Approvals" means the Discretionary Approvals for the Project that were approved by the City prior to or concurrently with the approval of the ordinance approving

this Agreement, directing the City Attorney to prepare this Agreement and authorizing the execution of this Agreement by the City Manager on behalf of the City, which include:

(1) Resolution No. C-28495 (adopting amendments to the Land Use, Noise and Transportation Elements of the General Plan and the Bicycle Master Plan; (2) Vesting Tentative Tract Map No. 61252, as amended by Vesting Tentative Tract Map No. 70937 approved concurrently with the adoption of the ordinance approving this Agreement; (3) Ordinance No. C-7956 (rezoning the Property and the City Parcel to Douglas Park Planned Development District No. 32); (4) Ordinance No. C-XXXX (amending the Douglas Park Planned Development District South (PD-32 South), including the Development Standards-South, as established by Ordinance No. C-7958); (5) Ordinance No. C-XXXX, establishing the Douglas Park Planned Development District No. 32 North (PD-32 North), including the Development Standards-North (6) Ordinance No. C-7957 (revising the Douglas Aircraft Planned Development District (PD-19); (7) Ordinance No. C-7959 (revising the Noise District Map in section 8.80.160 of the Code; adding this Agreement to the list of approved development agreements in section 21.29.090 of the Code; and adding "PD-32" to section 21.37.020 of the Code); (8) Resolution R-XXXX adopting the Design Guidelines; and (9) Resolution No. C-XXXX re-certifying the Environmental Impact Report, including the Mitigation Monitoring Program. References to the Project Approvals herein also shall be deemed to refer to and to incorporate the Development Requirements and Conditions of Approval imposed in connection with the Project Approvals.

1.64 "Project Infrastructure" means the On-Site Roadway Infrastructure, the Community Open Space, the Transportation Improvements, the Lakewood Boulevard Landscape Improvements and the Carson Street Landscape Improvements as each of the foregoing are described and depicted in one or more of the following exhibits: On-Site Project Infrastructure Phasing Plan attached hereto as Exhibit "E-1," the Community Open Space Plan attached hereto as Exhibit "E-2," the Transportation Improvements and Phasing Program attached hereto as Exhibit "F," the Covenant And Agreement Regarding Lakewood Boulevard Landscape Improvements attached hereto as Exhibit "G," the Performance Trigger Summary attached

hereto as Exhibit "H," and the Carson Street Landscape Improvements attached hereto as Exhibit "R".

1.65 "Property" means the real property legally described in Exhibit "A" and located in the area shown as the Long Beach Portion of the Project Site on the Project Vicinity Map attached as Exhibit "B" to this Agreement.

1.66 "Public Financing District" means any assessment district, Mello-Roos or other special tax district, infrastructure financing district, maintenance district or other similar taxing district established or operated by the City.

1.67 "Public Improvement Facilities" means any Project Infrastructure improvements to be dedicated or made available to a governmental entity or public utility for public use.

1.68 "Railroad Right of Way" means that real property depicted on Exhibit "S" attached hereto and to be conveyed by Company to City as provided in Section 8.48 below.

1.69 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date with respect to Development of the Project that may be in conflict with the Land Use Regulations, but: (1) prevent or remedy conditions which the City has found to be injurious or detrimental to the public health or safety; (2) are California Building Standards Codes; (3) are necessary to comply with state or federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgment of a state or federal court; (4) are agreed to or consented to by Company; (5) are City-wide fees or charges of general applicability (provided that such City-wide fees or charges are not fees or charges imposed on or in connection with the impacts of new development in violation of the express limitations provided by this Agreement); or (6) are City-wide laws, regulations or ordinances relating to energy and/or resource conservation (so-called "sustainability" or "green building" laws, regulations, or ordinances)

1.70 “**School Agreement**” means that certain Agreement by and between Boeing Realty Corporation, an affiliate of the Company, and the Long Beach Unified School District dated February 23, 2004.

1.71 “**Section**” means the indicated section or subsection number of this Agreement.

1.72 “**Subsequent Discretionary Project Approvals**” means all Discretionary Actions or Discretionary Approvals applicable to the Project or the Property that are required to implement the Project in accordance with this Agreement and that are approved by the City after the Effective Date.

1.73 “**Subsequent Land Use Regulations**” means any change in or addition to the Land Use Regulations adopted and effective after the Effective Date, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of an ordinance, City Charter amendment, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Mayor, City Council, Planning Commission or any other City Agency, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which conflicts with the rights granted to Company by this Agreement.

1.74 “**Term**” means the period of time from the applicable Effective Date until the termination of this Agreement as provided in Section 4 of this Agreement.

1.75 “**Transportation Improvements**” means those transportation-related improvements described in the Transportation Improvements and Phasing Program, attached as Exhibit “F” to this Agreement, and in the Environmental Impact Report, which are required to service the Project and the Project area.

1.76 “**Warehouse**” shall have the meaning set forth in PD-32 North and PD-32 South.

2. RECITALS OF PREMISES, PURPOSES AND INTENT

2.1 State Enabling Statute.

To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act, which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

“(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties.

2.2 City Procedures and Actions.

Pursuant to the authorization set forth in section 65865 of the Development Act, the City has established, by ordinance, procedures and requirements for the consideration of

development agreements. Such procedures and requirements are set forth in Chapter 21.29, sections 21.29.010 through 21.29.090 of the Code.

In accordance with Chapter 21.29 of the Code, City has undertaken the necessary proceedings, has found and determined that this Agreement is consistent with the General Plan, has adopted Ordinance No. C-7960 approving the application for the original version of this Agreement, directing the City Attorney to prepare the original version of this Agreement and authorizing the execution of the original version of this Agreement by the City Manager on behalf of the City, and has adopted Ordinance No. C-XXXX approving this Agreement and authorizing the execution of this Agreement by the City Manager on behalf of the City.

2.3 The Property.

At the time the original version of this Agreement was approved, Company was the owner of approximately two hundred thirty-eight (238) acres in City, as more particularly described in Exhibit "A" attached hereto and shown as the Long Beach Portion of the Project Site on the Project Vicinity Map attached hereto as Exhibit "B".

2.4 The Project.

It is the Company's intent to subdivide and develop the Property and the City Parcel as described below.

2.4.1 Description of the Major Components of the Project. As described by Douglas Park Planned Development District No. 32 North and Douglas Park Planned Development District No. 32 South, Company seeks to develop Douglas Park as a mixed-use commercial and light industrial complex comprising of the six (6) Commercial Districts. Development will consist of the major components described below and set forth in more detail in Exhibits "C", "D-1", "D-2", "E-1", "E-2", "F", "G", "H", and "R" attached hereto:

(a) A maximum of four million (4,000,000) square feet of Floor Area within Sub Areas 1, 2, 3, 7, 8A and 8B for office, retail (up to the amount of 250,000 square feet) and industrial uses. The total commercial Floor Area developed pursuant to this Agreement within the City of Long Beach shall be reduced by each square foot of Development that is

actually developed within the City of Lakewood in reliance upon the Environmental Impact Report, including any addenda thereto; and

(b) A maximum of four hundred (400) hotel guest rooms or suites of rooms within Sub Areas 1 and 7, constructed in accordance with and subject to the conditions set forth in the Project Approvals. The Company shall reserve sufficient entitlements and property to allow for the development of 200 hotel guest rooms or suites of rooms within Sub Area 1 for the first 5 years after execution and recordation of this Agreement; and

(c) A maximum of two hundred fifty thousand (250,000) square feet of Floor Area devoted to retail uses within the Property, with retail uses allowed in Sub Areas 1, 2, and 7 (with a maximum of twenty five thousand (25,000) square feet of such retail uses allowed in Sub Area 7 south of Cover Street). In addition, Company may construct such additional retail space as it may elect (subject to applicable set-back, height, parking and other like requirements) within the portions of Sub Areas 1 and 2 designated as the Retail Expansion Zones on Figure 4 in the Development Standards-North and Development Standards-South without limitation by the 250,000 square foot maximum set forth above; provided that, for each square foot of retail use within the Retail Expansion Zones, there shall be a reduction of one and one-half square feet in the maximum amount of office and industrial space to be constructed on the Site under Section 2.4.1(a) above and the Project Approvals; and

(d) Public and private improvements, including major road improvements and other Project Infrastructure as described in Section 2.4.2 and Exhibits "E-1," "E-2," "F," "G," "H" and "R"; and

(e) As more particularly described on Exhibit "E-2" attached hereto, approximately ten (10) gross acres of Community Open Space within the Project, including (i) publicly owned and/or publicly accessible open space located north of Cover Street, including Donald Douglas Plaza (containing approximately four tenths (0.4) gross acres) and Jansen Green (containing approximately two and two tenths (2.2) gross acres); (ii) Class I and Class II Bike Paths (containing approximately three and five tenths (3.5) gross acres); and (iii) other

significant plazas, street gateways, enhanced McGowen parkway, landscape buffers and mid-block pedestrian connections (containing approximately four and one tenths (4.1) gross acres).

The contemplated uses and the distribution thereof within the Sub Areas are set forth in the Development Standards-North and the Development Standards-South and are summarized below:

Sub Areas

Sub Area	Use Classification
Sub Area 1	Mixed-Use: Office; Hotel: 'Main Street' Commercial, and Retail and Community Open Space
Sub Area 1B	Intentionally Omitted
Sub Area 2	Office; Retail Expansion; Community Open Space
Sub Area 3	Office; Research & Development; Light Industrial; Community Open Space
Sub Area 4	Intentionally Omitted
Sub Area 5	Intentionally Omitted
Sub Area 6	Intentionally Omitted
Sub Area 7	Office and "Main Street" Commercial, Hotel, Light Industrial, Aviation-related Uses; Community Open Space
Sub Area 8A	Office, Commercial, Light Industrial, Aviation-Related Uses; Community Open Space
Sub Area 8B	Continued Aircraft Manufacturing Support, Light Industrial; Community Open Space
Sub Area 9	Intentionally Omitted

In connection with the Development of the Project, Company and City also contemplate construction by Company of Segment 4 and 5 of the Bike Path system along Cover Street in the City of Lakewood, consisting of approximately four tenths (0.4) acres, subject to the approval of the City of Lakewood, which approval Company shall use reasonable best efforts to obtain.

The major components described above are more fully described by and must comply with all requirements set forth in PD-32 North and PD-32 South, which shall be construed together with this Agreement. The requirements set forth in PD-32 North and PD-32 South and this Agreement are cumulative and the requirements of both PD-32 North and PD-32 South and this Agreement shall be met.

2.4.2 Description of Major Project Infrastructure Improvements to be Included Within the Scope of this Agreement; On-Site Project Infrastructure Phasing Plan Requirements. The Transportation Improvements which are a part of the Project are described in the Transportation Improvements and Phasing Program attached as Exhibit "F" hereto and shall be constructed or implemented in accordance with the timing set forth in Exhibit "F". The Community Open Space improvements which are a part of the Project are described in Exhibit "E-2". The Lakewood Boulevard Landscape Improvements which are a part of the Project are those landscaping improvements which have been or will be installed pursuant to Exhibit "G" hereto. The Carson Street Landscape Improvements which are a part of the Project are those landscaping improvements which will be installed pursuant to Exhibit "R". The other major on-site Project Infrastructure improvements are described in the On-Site Project Infrastructure Phasing Plan, which is Exhibit "E-1" hereto. Consistent with Exhibits "E-1," "E-2," "G," "H" and "R" hereto, Project Infrastructure (excluding the Transportation Improvements to be constructed or implemented in accordance with Exhibit "F") shall be constructed in the following phases:

(a) Phase 1: The "Phase 1 Project Infrastructure" shall consist of the Phase 1 On-Site Roadway Infrastructure shown on Exhibit "E-1", Segment 1 of the Bike Path, and the Lakewood Boulevard Landscape Improvements. All Phase 1 Project Infrastructure must be completed in accordance with all City-approved plans and specifications, and, where applicable, inspected and accepted by the City prior to issuance of the first (1st) Certificate of Occupancy for any commercial building within the Project;

(b) Phase 2: The "Phase 2 Project Infrastructure" shall consist of the Phase 2 On-Site Roadway Infrastructure shown on Exhibit "E-1". All Phase 2 Project Infrastructure must be completed in accordance with all City-approved plans and specifications, and, where applicable, inspected and accepted by the City prior to issuance of a Certificate of Occupancy for any commercial building within Sub Area 8A;

(c) Phase 3: The "Phase 3 Project Infrastructure" shall consist of the Phase 3 On-Site Roadway Infrastructure shown on Exhibit "E-1" (i.e., completion of Cover Street, defined as extension and connection to the intersection of Cover Street and Paramount Boulevard) and Segment 4 and 5 of the Bike Path (a portion of the Phase 3 On-Site Roadway Infrastructure and Segment 4 and 5 of the Bike Path being located in and subject to the approval of the City of Lakewood, which approval Company shall use reasonable best efforts to obtain). All Phase 3 Project Infrastructure must be completed in accordance with all City-approved plans and specifications, and, where applicable, inspected and accepted by the City, not later than the third (3rd) anniversary of the issuance of the first Certificate of Occupancy for any commercial building within Sub Areas 7 or 8A.

(d) Phase 4. The "Phase 4 Project Infrastructure" shall consist of the infrastructure necessary to support development adjoining Brizendine Avenue, Stineman Avenue north of Cover Street, Schaufele Avenue between McGowen Avenue and Cover Street and the portion of McGowen Avenue from Worsham Avenue to Cover Street. Subject to the provisions below, the Phase 4 Project Infrastructure may be phased to obtain final map approval by bonding or constructing infrastructure in incremental segments to allow for the development of individual lots, provided that such lots have access to at least one public street and the specific incremental phasing being proposed has been approved by the City's Traffic Engineer.

Jansen Green and Segment 2 of the Bike Path shall be completed in accordance with City-approved plans not later than the earliest of the following: (i) construction of Brizendine Avenue, (ii) issuance of a Certificate of Occupancy for any building adjacent to or

located directly across the street from Jansen Green, or (iii) issuance of Certificate(s) of Occupancy for more than 500,000 square feet of cumulative improvements within Sub Areas 2 and 3.

The Stineman Avenue segment North of Cover Street shall be completed prior to the earlier of (i) the new electrical Sub Station being operational or (ii) issuance of a Certificate of Occupancy for any commercial building located on Stineman Avenue.

The Schaufele Avenue segment located between McGowen Street and Cover Street shall be constructed prior to issuance of a Certificate of Occupancy for any commercial building fronting Schaufele Avenue.

The entire view corridor located along McGowen Street, across from Jansen Green, shall be designed and approved together with the first application for Site Plan Review for any commercial building on the Lots adjacent to the view corridor easements, and will be completed prior to issuance of a Certificate of Occupancy for any of those Lots.

Segment 3 of the Bike Path shall be constructed concurrently with McGowen Street between Brizendine Avenue and Cover Street prior to issuance of a Certificate of Occupancy for any commercial building fronting that section of McGowen Street.

(e) Phase 5. The "Phase 5 Project Infrastructure" shall consist of the infrastructure necessary to support development of Sub-Area 1. Subject to the provisions below, the Phase 5 Project Infrastructure may be phased to obtain final map approval by bonding or constructing infrastructure in incremental segments to allow for the development of individual lots, provided that such lots have access to at least one public street and the specific incremental phasing being proposed has been approved by the City's Traffic Engineer.

The portion of McGowen Street located between Worsham Avenue and Lakewood Blvd. shall be completed prior to issuance of a Certificate of Occupancy for any building on a lot fronting that portion of McGowen Street.

The portion of Bayer Avenue located between McGowen Street and Cover Street shall be completed prior to issuance of a Certificate of Occupancy for any building on a lot

fronting that portion of Bayer Avenue. The portion of Bayer Avenue located between McGowen Street and Carson Street shall be completed prior to issuance of a Certificate of Occupancy for any building on a lot fronting that portion of Bayer Avenue.

The portion of Huggins Street located between Bayer Avenue and Lakewood Blvd. shall be completed prior to issuance of a Certificate of Occupancy for any building on a lot fronting that portion of Huggins Street. The portion of Huggins Street located between Bayer Avenue and Worsham Avenue shall be completed prior to issuance of a Certificate of Occupancy for any building on a lot fronting that portion of Huggins Street.

(f) Enclave Phase. The “Enclave Phase Infrastructure” shall consist of the Enclave Phase On-Site Roadway Infrastructure shown on Exhibit “E-1.” In the event Boeing declares, in accordance with the Development Standards-South, its intention to abandon any aviation-related uses currently permitted within Sub Area 8B and owned and operated by Boeing, all Enclave Phase Infrastructure within the area where such abandoned uses are located must thereafter be diligently completed in accordance with all City-approved plans and specifications, and, where applicable, inspected and accepted by the City.

(g) Other Phasing: Carson Street Landscape Improvements, Douglas Plaza, and Jansen Green. The Carson Street Landscape Improvements (Exhibit “R”) shall be completed prior to issuance of the first Certificate of Occupancy for any building fronting on Carson Street within Sub Area 1 or 2. Douglas Plaza and Jansen Green shall be completed per sections 8.25.1 and 8.25.2 respectively. The Community Open Space areas designated as other significant plazas, street gateways, enhanced McGowen parkway, landscape buffers and mid-block pedestrian connections on Exhibit “E-2” attached hereto shall be constructed concurrently with the development of any building(s) adjacent to or serviced by such Community Open Space improvements as approved by the City in connection with its site plan review process.

2.4.3 Maintenance of Landscaping and Other Improvements; Master Declaration; Use Restrictions. The Parties agree that, following completion of each of the following improvements and notwithstanding public ownership of all or a part thereof, the

Company, and its successors and assigns, shall be responsible for all costs of repair, replacement, maintenance and other like costs (collectively, "Maintenance") required in connection with the Lakewood Boulevard Landscape Improvements, the Carson Street Landscape Improvements, all parkway and median landscaping, and the Community Open Space (except for the Bike Paths) (collectively, the "Privately Maintained Publicly Accessible Infrastructure"); provided, however, that all necessary irrigation water (which shall be reclaimed water) and electrical power to the irrigation control devices for the Lakewood Boulevard Landscape Improvements, the Carson Street Landscape Improvements and all parkway and median landscaping within the Project shall be funded through the Community Facilities Districts which have been or will be established in accordance with Section 8.23 below. Maintenance of the Bike Paths and sidewalks after construction by the Company and acceptance by the City shall also be funded through the Community Facilities Districts contemplated in Section 8.23 below. Prior to the sale of any portion of the Property by the Company, or issuance of any certificates of occupancy within the Project, whichever occurs first, Company shall submit to the City for its approval, which shall not be unreasonably withheld, conditioned or delayed (and, following such approval, shall record against the Property), a Master Declaration of Covenants, Conditions and Restrictions (the "CC&Rs"), which shall be binding upon the Company and all successors and assigns owning all or any portion of the Property (collectively the "Property Owners"), and which shall (a) obligate the Property Owners either to perform all Maintenance in accordance with City-required standards set forth in the CC&Rs or to reimburse the City, as Company shall elect, for all costs of such Maintenance of the Privately Maintained Publicly Accessible Infrastructure, which election shall be made by the Company prior to issuance of the first Certificate of Occupancy for the Project, (b) provide that those portions of the CC&Rs described in this Section 2.4.3 shall not be modified without the consent of the City, which shall not be unreasonably withheld, conditioned or delayed, (c) provide that the City shall have the direct right to enforce the obligations expressed to be for the City's benefit in the event of the failure of the Property Owners to do so, and (d) provide for indemnification of the City from any such Maintenance

costs or expenses or any claims, causes of action or Liabilities arising from the manner of performance of such Maintenance by the Property Owners (or an association of such owners formed for the purpose, *inter alia*, of performing such Maintenance (the "Association")) or any act or omission of the Property Owners or the Association in connection with the performance of such Maintenance. The CC&Rs shall also (i) set forth in full the Airport Compatibility Measures language set forth in Section 8.32, (ii) require that all Privately Maintained Publicly Accessible Infrastructure remain open to the public in perpetuity, and (iii) contain use restrictions with respect to certain uses within the Project which Company and City consider to be undesirable or inappropriate for the Project, in each case in a form and substance approved by the Company and City, which approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything in this Agreement which is or appears to the contrary, all private streets within the Project shall be privately constructed, in accordance with City Standards, privately owned and privately maintained and City shall have no capital or Maintenance obligation with respect thereto.

2.4.4 Dedication of Land for Public Purposes. Provisions for the dedication of land for public purposes are included within the description of Transportation Improvements on Exhibit "F" hereto and within the description of the other major Project Infrastructure improvements set forth in the On-Site Project Infrastructure Phasing Plan, which is Exhibit "E-1" hereto, including the Community Open Space requirements described in Exhibit "E-2" and Sections 2.4.1(e) above and 8.25 below.

2.4.5 Maximum Height of Project Buildings. The maximum height of each of the Project's proposed buildings is set forth in PD-32 North and PD-32 South. However, proposed building heights must in any event and in all cases not exceed those limits established by the Federal Aviation Administration's regulations in which building heights are measured from mean sea level and are measured to the highest point of the building, including antennas and appurtenances.

2.5 Public Objectives.

In accordance with the legislative findings set forth in section 65864 of the Development Agreement Act, City wishes to attain certain public objectives that will be furthered by this Agreement, including the orderly development of the Property in accordance with the Land Use Regulations and the Project Approvals. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. Additionally, although Development in accordance with this Agreement will restrain the City's land use and other relevant police powers to the extent expressly set forth herein, the Agreement will provide City with sufficient Reserved Powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Company will receive assurances that the Project may be developed during the Term of this Agreement in accordance with the Land Use Regulations and the Project Approvals, subject to the terms and conditions of this Agreement and the Conditions of Approval.

The Parties believe that such orderly Development of the Project will provide many benefits to the Parties, including without limitation the following:

2.5.1 Comprehensive Planning Objectives. The Development of the Property pursuant to this Agreement will facilitate the implementation of the General Plan, and will further the comprehensive planning objectives contained within the General Plan, including the following:

- (a) Maintaining and enhancing major employment centers, such as the Douglas Park Project area;
- (b) Expanding and attracting new business to the City;
- (c) Redirecting growth to major employment/activity centers, such as the Douglas Park Project area;

(d) Developing a well-balanced community offering well-planned commercial districts, and a coordinated circulation system for fast, safe, and efficient movement of people and commodities;

(e) Providing usable open space tailored to Project-generated demands that would otherwise be placed on public open space and recreation resources;

(f) Improving the urban environment in order to make Long Beach a more pleasant place to live, work, play and raise a family;

(g) Incorporating open space to provide a contrast to, and relief from, the tensions associated with urban living;

(h) Maximizing the development, economic, and job-creating potential of under-utilized properties zoned for commercial and manufacturing uses.

2.5.2 City Development Objectives. The public benefits to be received as a result of the development of the Project through this Agreement include, among others:

(a) Development of a major business center within the City providing opportunities for temporary employment during construction for up to an estimated three thousand eight hundred (3,800) persons and, at build out, permanent local long-term employment for up to an estimated thirteen thousand three hundred (13,300) persons with an estimated annual direct and indirect payroll of over one billion two hundred million dollars (\$1,200,000,000);

(b) Construction of major Project Infrastructure improvements in accordance with and as described in Exhibits "E-1," "E-2," and "H," which will ensure that infrastructure necessary to allow job-creating development within the Commercial Districts will be in place when needed ;

(c) Construction of the Transportation Improvements in accordance with and as described in Exhibit "F", which will mitigate, to the extent feasible, the traffic impacts of the Project;

(d) Construction and maintenance of the Lakewood Boulevard Landscape Improvements and Carson Street Landscape Improvements, which will beautify two of the City's most important arterials;

(e) Mitigation (in excess of statutory requirements) of the impacts on the schools within the Long Beach Unified School District through the School Agreement;

(f) Contribution of two hundred fifty thousand (\$250,000) in fees (which has been paid in full) towards the affordable housing needs of the City;

(g) Contribution of two million dollars (\$2,000,000) in fees (of which \$250,000 has been paid) towards the general infrastructure improvement needs of the City;

(h) Contribution of one million two hundred thousand dollars (\$1,200,000) in development services fees to be used at the discretion of the City;

(h) Protection of the present and future free and unrestricted use of Long Beach Airport – Daugherty Field as a public and commercial use airport, and protection of the City from potential exposure to airport noise-related litigation initiated by future occupants of the Project through the Airspace And Avigation Easement;

(i) Assurance that development of the Project will proceed in accordance with a master plan which was the result of a comprehensive and coordinated planning process by and among Company, City and the community in which private and public goals, objectives and interests were thoughtfully integrated and resolved in an optimal fashion;

(j) Implementation of a well-planned job development program to meet the community's goal of employing Long Beach residents in the construction of the Project Infrastructure identified on the On-Site Project Infrastructure Phasing Plan (the "On-Site Project Infrastructure"). The On-Site Project Infrastructure includes the On-Site Roadway Infrastructure, the Community Open Space, and the Lakewood Boulevard Landscape Improvements and Carson Street Landscape Improvements, but excludes "dry utilities" as defined in Section 8.19.7.5 of this Agreement.

2.6 Company Objectives.

In accordance with the legislative findings set forth in section 65864 of the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, Company wishes to obtain reasonable assurances that, following receipt of all necessary discretionary approvals for the Project (i.e., the Project Approvals and the Subsequent Discretionary Project Approvals), Company will be able to develop the Project in accordance with the Land Use Regulations and with the Project Approvals. Because of the nature of the Project and the type and extent of the Transportation Improvements and the other major Project Infrastructure improvements to be provided by the Project, the Development of the Project will take a long period of time to complete. The decision by the Company to commence the Project is based on expectations of proceeding with the Project to completion. In the absence of this Agreement, Company would have no assurance that it can complete the Project. For any number of currently foreseeable and unforeseeable reasons, including, without limitation, regional traffic and related impacts (such as impacts on air quality) resulting from development outside the jurisdiction of City, pressures on the City could be created (a) to halt the Project at a point short of total build-out, (b) to defer or delay completion of the Project, or (c) to apply new rules, regulations or official policies to the Project inconsistent with this Agreement in such a manner as to significantly increase the cost or reduce the size of the Project. The potential loss of anticipated revenue associated with these development risks and uncertainties would, in the absence of this Agreement, deter and discourage Company from making a long-term commitment to the implementation of the Project. In addition, the costs of the Transportation Improvements, the Lakewood Boulevard Landscape Improvements, the Carson Street Landscape Improvements, the other Project Infrastructure improvements and the school facilities described in the School Agreement to be funded by Company directly or indirectly will be in the millions of dollars and will be incurred by Company well in advance of the completion of all of the private income-producing components of the Project which provide the economic return required to justify and offset the investment in such Project Infrastructure improvements. Accordingly, Company cannot prudently continue the development of the Project and such associated

Transportation Improvements, other Project Infrastructure improvements and payment of school fees without reasonable assurance that, subject to the terms of this Agreement and the Reserved Powers, it will be able to complete the Project in accordance with the Project Approvals and the Land Use Regulations, and it is only the assurance of the ability to complete the private income-producing components of the Project in accordance with the Project Approvals and the Land Use Regulations that provides the inducement to Company to agree to commit the land and financial resources represented by the Transportation Improvements, the Lakewood Boulevard Landscape Improvements, the other Project Infrastructure improvements, the Housing Payment (as defined in Section 8.30 of this Agreement), and the payment of Impact Fees and school fees.

2.7 Applicability of the Agreement. This Agreement does not: (a) grant density, intensity or uses in excess of that otherwise established in the Project Approvals and the Land Use Regulations; (b) supersede, nullify or amend any condition imposed in the Project Approvals; (c) eliminate City discretion with respect to future Discretionary Actions relating to Douglas Park if such Discretionary Actions are initiated and submitted by Company or any other owner of the Property or any portion thereof after the Effective Date; (d) guarantee that Company will receive any profits from the Project; or (e) amend the City's General Plan. This Agreement has a fixed Term and is not permanent.

3. AGREEMENT AND ASSURANCES

3.1 Agreement and Assurances on the Part of Company.

In consideration of the covenants and agreements of City set forth herein, and in consideration of City's assurances with respect to Company's right to complete the Project set forth in Section 3.2 below, Company hereby agrees as follows:

3.1.1 Project Development. Company agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decisions concerning timing of the commencement or continuation of development, to develop the Project in

accordance with the terms and conditions of this Agreement, including, without limitation, the Project Approvals and the Land Use Regulations, including:

(a) As more fully described in PD-32 North and PD-32 South and Section 2.4.1 above, an integrated mixed use development comprised of commercial, hotel, retail, light industrial and aviation-related uses.

(b) The Transportation Improvements identified in Exhibit "F", the Community Open Space described in Exhibit "E-2", the Lakewood Boulevard Landscape Improvements described in Exhibit "G", the Carson Street Landscape Improvements described in Exhibit "R" and the other Project Infrastructure improvements, in each case in accordance with the On-Site Project Infrastructure Phasing Plan attached as Exhibit "E-1", the Transportation Improvements and Phasing Program attached as Exhibit "F", the Performance Trigger Summary set forth in Exhibit "H", and the requirements of this Agreement.

3.1.2 Timing of Development. The Parties acknowledge that Company cannot predict when or the rate at which the Project will be developed. Such decisions depend upon numerous factors which are not all within the control of Company, such as market orientation and demand, interest rates, absorption, availability of financing and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the intent of Company and City to hereby cure that defect by acknowledging and providing that, subject to the limitations expressly set forth in this Agreement, including the On-Site Project Infrastructure Phasing Plan, Company shall have the right to develop the Property in such order and at such rate and at such times as Company deems appropriate within the exercise of its business judgment. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Company will use commercially reasonable efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business

decisions, to develop the Project in accordance with the provisions and conditions of this Agreement, including, without limitation, the Project Approvals and the Land Use Regulations. Nothing in this Section is intended to alter the standard durational limits of any applicable permits issued to Company.

3.2 Agreement and Assurances on the Part of City.

In order to effectuate the premises, purposes and intent set forth in Section 2 above, and as an inducement for Company to obligate itself to carry out the covenants and conditions set forth in this Agreement, including the preceding Section 3.1 of this Agreement, City hereby agrees that Company shall have a vested right to carry out and complete the entire Project, as specifically described and set forth in this Agreement, subject to the terms and conditions of this Agreement, including, without limitation, the Project Approvals and the Land Use Regulations. In furtherance of such agreement and assurance, and pursuant to the authority and provisions set forth in the Development Agreement Act and Chapter 21.29 of the Code, City, in entering into this Agreement, hereby agrees and acknowledges that:

3.2.1 Entitlement to Develop.

3.2.1.1 Project Entitlement. Company has the vested right, to the fullest extent allowed under the Development Agreement Act, to develop the Project, in accordance with and subject to the Project Approvals and the Land Use Regulations without any further Discretionary Action being obtained from the City other than any applicable Subsequent Discretionary Project Approvals, and City finds and certifies that the Project is consistent with the General Plan and the applicable Land Use Regulations. This Agreement shall vest the right to develop the Property with the permitted uses of land, and with the density and intensity of uses specifically set forth in the Project Approvals, which includes, without limitation, the major components of the Project described in Section 2.4.1 of this Agreement.

3.2.1.2 Nonapplication of Subsequent Land Use Regulations. Except as otherwise provided by this Agreement with respect to the Reserved Powers, any Subsequent Land Use Regulations shall not be applied by City to the Project.

3.2.1.3 Changes in California Building Standards Codes.

Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the California Building Standards Codes pursuant to the Reserved Powers.

3.2.1.4 Changes Mandated by Federal or State Law.

Notwithstanding any provision of this Agreement to the contrary, the Property shall also be subject to subsequently enacted state or federal laws or regulations which preempt local regulations, or mandate the adoption of local regulations, or are in conflict with local regulations or with the Project Approvals and this Agreement. As provided in section 65869.5 of the Development Agreement Act, in the event that state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Company shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of local regulations or this Agreement. Promptly thereafter City and Company shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Company will attempt to preserve the terms of this Agreement and the rights of Company as derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, it shall have the right and responsibility to do so, and shall not have any liability to Company for doing so. City also agrees to process, in accordance with the provisions of Section 3.3 of this Agreement, Company's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed Project changes shall be

conclusively deemed to be consistent with this Agreement without any further need for any amendment to this Agreement or any of its Exhibits.

3.2.1.5 Right to Remodel, Renovate, Rehabilitate, Repair, Rebuild or Replace. Company's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, repair, rebuild or replace the Project or any portion thereof throughout the applicable Term for any reason including, without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Land Use Regulations and the Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, repaired, rebuilt or replaced, Company may locate such reconstructed portion of the Project subject to the requirements of the Land Use Regulations, the Project Approvals and the Reserved Powers. Any Impact Fees related to such remodeled, renovated, rehabilitated, repaired, rebuilt, or replaced Project or portion thereof will be limited, under the terms of this Agreement, to the Impact Fees identified in Exhibit I-1 (with respect to the portion of the Project South of Cover Street) and Exhibit I-2 (with respect to the portion of the Project North of Cover Street) increased by the percentage increase in the Consumer Price Index between the applicable Effective Date and the date on which such Fees are payable. Notwithstanding the foregoing, Company reserves the right to protest or object to any Fees charged on any remodeled, renovated, rehabilitated, repaired, rebuilt or replaced Project or portion thereof based upon its rights under the then applicable law. Furthermore, notwithstanding anything to the contrary in this Section, the rights created under this Section 3.2.1.5 shall be limited to Company and any transferees of the Project succeeding to the Company's rights under this Agreement pursuant to Section 8.16.

3.2.1.6 Health and Safety Emergencies. In the event that any future public health or safety emergencies arise with respect to the Development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by the City in its discretion, to address such emergency in a way that does not have a material adverse impact on Development of the Property in accordance with the Project Approvals and the Land Use

Regulations, and if the City determines, in its discretion, that it is not reasonably possible to so address such health or safety emergency, to select that option for addressing the situation which, in the City's discretion, minimizes, so far as reasonably possible, the impact on Development of the Property in accordance with the Project Approvals and the Land Use Regulations while still addressing such health or safety emergency in a manner acceptable to the City.

3.2.1.7 Agreed Changes and Other Reserved Powers. This Agreement shall not preclude application to the Project of rules, regulations, ordinances and officially adopted plans and policies in conflict with the Land Use Regulations or the Project Approvals where such additional rules, regulations, ordinances and officially adopted plans and policies (a) are mutually agreed to in writing by Company and City in accordance with the requirements of Section 8.10 of this Agreement or (b) result from the Reserved Powers.

3.2.2 Subsequent Discretionary Project Approvals; Consistent Subsequent Requirements. In accordance with California Government Code section 65865.2, City hereby agrees that it will not withhold or condition any Subsequent Discretionary Project Approval in a manner which would prevent Development of the Property for the uses and to the density or intensity of Development set forth in this Agreement, provided that Company reasonably and satisfactorily complies with all procedures, actions, payment of Processing Fees and Charges, conditions and criteria generally required of developers by City for processing applications for development, consistent with this Agreement. During the Term of this Agreement, City shall not require Company to obtain any approvals or permits for the development of the Project in accordance with the terms of this Agreement other than those permits or approvals which are required by the Land Use Regulations and any other governmental requirements applicable to the Project in accordance with the terms of this Agreement. All Subsequent Discretionary Project Approvals shall be subject to the terms and conditions of this Agreement. Any Subsequent Discretionary Project Approval, or any conditions, terms, restrictions and requirements of any such Subsequent Discretionary Project Approval, shall not prevent development of Douglas Park for the uses and to the maximum density or intensity of development set forth in this Agreement.

In accordance with Government Code section 65866, nothing in this Agreement shall prevent the City, in subsequent actions applicable to the Property, from applying new rules, regulations and policies which do not conflict with the Land Use Regulations applicable to the Property under this Agreement and such new rules, regulations and policies shall be applicable to the Property.

In consideration for the covenants of City set forth herein and the rights granted to the Company hereunder, Company shall not seek any modification to this Agreement and/or the Project Approvals that would allow Warehouse and Distribution uses in the Project other than as an Accessory Use as currently permitted under this Agreement and PD-32 North and PD-32 South. Company acknowledges that any such modification would disrupt the carefully structured development balance set forth herein and would deprive the City of the benefits contemplated by this Agreement and that development balance.

3.2.3 Consistency with Land Use Regulations. City finds, based upon all information made available to City prior to or concurrently with the execution of this Agreement, that there are no Land Use Regulations that would prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, densities, Project design and heights incorporated and agreed to herein.

3.2.4 Time Period of Tentative Map. As provided in California Government Code section 66452.6, the term of Vesting Tentative Tract Map. No. 61252 (approved by the City Council on December 14, 2004 and superseded by Vesting Tentative Tract Map No. 70937 with respect to the portion of the Project site north of Cover Street, as approved, by the City Council on _____, 2009) is hereby extended so that it will remain valid for the Term of this Agreement. In addition, notwithstanding any Condition of Approval or other provision of the Project Approvals which may provide to the contrary, every Project Approval shall remain valid for the Term of this Agreement.

3.2.5 Moratoria. In the event an ordinance, resolution or other measure is hereafter enacted, whether by action of City, by initiative, or otherwise, which affects the rate,

timing, or sequencing of the Development of all or any part of Douglas Park, or implementation or construction of any Condition of Approval ("Moratorium"), City agrees that the changes imposed by such Moratorium shall not apply to Douglas Park or this Agreement, unless such changes are applied pursuant to the City's exercise of its Reserved Powers or other applicable provision of this Agreement, and, if applicable to Douglas Park, shall toll the Term for the period of time that such Moratorium actually delays the rate or timing or affects the sequencing of the Development of all or any part of Douglas Park. Company shall not request or, unless requested or permitted to do so by the City, support adoption of any such Moratorium during the Term.

3.2.6 Standard City Services. The City agrees to provide generally applicable standard municipal services to the Project upon the same terms as provided elsewhere in the City; provided, however, the City does not guarantee any particular level of municipal service to Company or the Property.

3.2.7 Impact Fees. Impact Fees imposed by the City with respect to the Project during the Term of this Agreement shall be only those Impact Fees set forth in Exhibit "I-1" and "I-2" attached hereto. Impact Fees imposed by the City on the Project may not be increased in amount after the Effective Date, except as expressly provided in Section 3.2.1.5 for remodeling, renovation, rehabilitation, repair, rebuilding or replacement, and except as provided in Exhibit I-2 with respect to Police and Fire Fees, which, as provided in Exhibit I-2, requires payment of the amount of the fee in effect at the time development occurs. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code section 65995). The City acknowledges and finds that the Transportation Improvements identified in the Conditions of Approval that are to be implemented in connection with the Project provide regional mobility benefits beyond measured Project impacts but that those Transportation Improvements of regional benefit were not contemplated by the nexus studies and/or master plans supporting the City's Traffic Impact Fees. The City further finds that

the cost of implementing the Transportation Improvements exceeds the amount of Traffic Impact Fees that might otherwise be payable under Chapter 18.17 and Chapter 18.18 of the Code in connection with the Development. As a result of and in consideration for the implementation of such Transportation Improvements and the On-Site Roadway Infrastructure, all Traffic Impact Fees that might otherwise be payable under Chapter 18.17 and Chapter 18.18 of the Code in connection with the Development are hereby acknowledged to be fully offset by the construction of the Transportation Improvements and the On-Site Roadway Infrastructure and therefore are deemed to satisfy the requirements of section 18.17.110 of the Code and thus to qualify for a credit against the applicable Traffic Impact Fees that might otherwise be payable under Chapter 18.17 and Chapter 18.18 of the Code in connection with the Development. There shall be no other credits or offsets to any Impact Fees, and notwithstanding any improvements or design elements contained in the Project or constructed in connection therewith, the Company shall pay all other Impact Fees applicable to the Project, including sewer and Police and Fire Fees, in full, as set forth in Exhibits "I-1" and "I-2". Nothing herein shall be construed or applied to limit or restrict Company's timely payment of the Housing Payment under Section 8.30, the Project contribution to Citywide infrastructure under Section 8.46, or the Development Services Fee Payment under Section 8.47.

3.3 Entitlements, Permits and Expediting Inspections.

The City and Company have agreed on the following provisions to expedite development of the Project:

3.3.1 City Project Coordinator. In order to facilitate the expeditious completion of the Project, the City shall select a City Project Coordinator for the Project. The City Project Coordinator shall be the primary City designee responsible for coordinating all processing of Ministerial Permits and Approvals and all Subsequent Discretionary Project Approvals, if any, for the Project. The City Project Coordinator shall be either an outside consultant selected by City or a City employee of a sufficiently high level in the City to be authorized to effectively perform the duties of the City Project Coordinator. The City Project

Coordinator shall be permitted to delegate day-to-day oversight to one or more department directors or other identified assistants of the City Project Coordinator. The City shall consult with Company as to its proposed selection of the City Project Coordinator and shall take into consideration Company's comments regarding the selection; provided that the selection of such City Project Coordinator shall be made by the City in its sole discretion. The City shall endeavor to maintain reasonable consistency with respect to the City Project Coordinator assigned to the Project through the completion of the Project subject to City employee performance criteria and operational requirements. Company shall assist in the efforts of the City Project Coordinator by promptly providing information reasonably requested by the City or the City Project Coordinator in order to clarify an application or to otherwise facilitate processing of an application.

Company shall pay to the City the direct and indirect costs of the City Project Coordinator (whether an outside consultant or City employee), including overhead costs, and the direct and indirect costs of identified assistants of the City Project Coordinator, for work related to the Project. The City shall invoice Company monthly for the direct and indirect costs of the City Project Coordinator and such assistants on an hourly basis and Company will pay such invoices within thirty (30) days of receipt. Company shall not be entitled to a credit for the costs of the City Project Coordinator or such assistants against the standard Processing Fees and Charges paid by Company or any other fee which would normally be required to be paid by Company. Company shall appoint a Company Project Manager who shall serve as the primary interface with the City Project Coordinator. Company will endeavor to maintain reasonable consistency with respect to the Company Project Manager assigned to the Project through completion of the Project subject to Company employee performance criteria and operational requirements.

The position of City Project Coordinator shall be eliminated after a term of three (3) years from the Effective Date, unless the Parties mutually agree to extend said term. In the event that the position of City Project Coordinator is eliminated, the Parties may thereafter reinstate the position upon mutual agreement at any time during the Term of this Agreement,

subject to continued reimbursement by Company to City of the costs of such City Project Coordinator as set forth above.

3.3.2 Processing Fees and Charges. Company shall pay all Processing Fees and Charges applicable to the Project and all actions in implementation thereof. Applicable Processing Fees and Charges shall include all such fees in effect on a City-wide basis from time to time in accordance with their terms, including all increases in Processing Fees and Charges hereafter authorized by the City. In the event that the magnitude of the Project provides opportunities to realize economies of scale with respect to Processing Fees and Charges, the City will consider, in good faith, any proposals of Company for alternative fee arrangements that would benefit both Parties; provided that agreement to any such alternate arrangement shall be in the sole discretion of the City.

3.3.3 Timeframes and Staffing for Processing and Review. Expedious processing of Ministerial Permits and Approvals, Inspections, Subsequent Discretionary Project Approvals, if any, and any other approvals or actions required for the Project are important to the implementation of the Project. Recognizing the importance of timely processing and review of Ministerial Permits and Approvals and Inspections, the City will work with Company in good faith to process and review such Ministerial Permits and Approvals and Inspections in a timely manner.

3.3.3.1 Ministerial Permits and Approvals/Inspections; Standard Guidelines; Additional Staffing for Expedited Processing. The City will review and/or complete all requests for Ministerial Permits and Approvals as expeditiously as reasonably possible after Company submits full and complete applications for such Ministerial Permits and Approvals. City will also, as expeditiously as reasonably possible, respond to requests for Inspections by Company. City shall have no monetary liability or responsibility and shall not be subjected to any monetary damage claim (whether consequential, incidental or otherwise) for any delay in processing, issuance or completion of any Ministerial Permits and Approvals or any Inspections or other approvals. If the City fails to process Ministerial Permits and Approvals and

Discretionary Actions and to respond to requests for Inspections such that the progress of the Project is materially delayed, such failure shall be referred to the City Manager. The City Manager shall review the City's performance in this regard and shall establish a plan in conjunction with the City Project Coordinator and the Company Project Manager which is intended to address any deficiencies. If, at any time during the implementation of this Agreement, Company is not satisfied with the processing timeframes resulting from use of standard City staffing and consultants, the City shall, at Company's written request and expense, hire plan check, inspection and other personnel, or hire additional consultants for such actions, or allocate use of exclusively dedicated staff time, as City shall elect in its sole discretion, such that expedited timeframes can be achieved; provided that, in that event, Company shall pay all direct and indirect costs incurred by City in connection with any above-standard processing measures, including overhead costs and all costs of selecting, employing, supervising and reviewing any additional consultants. The City shall consult in good faith with Company as to any additional consultants to be hired pursuant to this Section; provided that the City shall retain sole discretion as to selection of any such consultants. In order to provide the City with advance notice of upcoming applications for Ministerial Permits and Approvals, Company shall supply to the City, no later than January 1 of each year, a list of the various Ministerial Permits and Approvals which Company reasonably anticipates will be requested during that year. Such list shall be updated quarterly, unless updated sooner by the Company. Company will also include on its list its expected schedule for requested Inspections. To the extent, if any (a) that any outside consultants or exclusively dedicated staff performs work on the Project under this Section and Company reimburses City for the costs of such consultants or staff as provided above, and (b) the City determines, in its sole discretion, that those reimbursements paid to the City in connection with such outside consultants or exclusively dedicated staff, when combined with any standard Processing Fees and Charges concurrently paid to the City, result in a "double counting" payment by the Company to the City with respect to the cost to the City of processing any applications or approvals for the Project, then the City shall provide a credit to the Company

against the standard Processing Fees and Charges paid by Company or which normally would have been required to be paid by Company as necessary to avoid such double payment of costs by the Company. Company shall pay all reimbursements to the City required under this Section within thirty (30) days after Company receives an invoice identifying such reimbursable expenses. In no event shall Company withhold or delay any portion of such reimbursement or the payment of any Processing Fees or Charges based on any credit or alleged credit by Company unless and until City has confirmed in writing Company's right to such credit and the manner and timing for application of that credit.

3.3.3.2 Subsequent Discretionary Project Approvals and Other Permits. City shall also respond, as expeditiously as reasonably possible, to all requests by Company for conditional use permits, subdivision maps, lot tie agreements, site plan review, lot line adjustments, project permits, encroachment permits, air space or air rights lots, street vacations and other Subsequent Discretionary Project Approvals, if any. Company shall supply to the City, no later than January 1 of each year, a list of the various Subsequent Discretionary Project Approvals which Company reasonably anticipates will be requested during that year with respect to the Project. Such list shall be updated quarterly unless updated sooner by the Company. Such list shall be utilized to provide advance notice to the City of all upcoming applications for Subsequent Discretionary Project Approvals. At Company's request and expense, the City will retain consultants to assist the City in the review of Subsequent Discretionary Project Approvals in accordance with the terms and subject to the requirements and limitations, including reimbursement of City expenses, set forth in Section 3.3.3.1 above with respect to Ministerial Permits and Approvals.

3.3.4 Permit/Approval Dispute Resolution. Any disputes or questions of interpretation relating to implementation of the Project Approvals or Subsequent Discretionary Project Approvals, or with respect to Ministerial Permits and Approvals or Inspections, shall be resolved through the City's established procedures, including the Site Plan Review process, as set forth in PD-32 North and PD-32 South and, in connection therewith, the Parties shall

cooperate with each other in good faith to achieve the expeditious resolution of such matter. Any disputes or questions of interpretation relating to implementation of this Agreement shall be referred to the City Project Coordinator (or the Director, if there is no City Project Coordinator) and, in connection therewith, the Parties shall meet and confer in good faith to achieve the expeditious resolution of such matter. If no such resolution is reached, the Parties may pursue the remedies set forth in Section 7.

4. TERM.

4.1 Basic Term. The Project is a multi-phased Development which will occur over many years, the exact number of which will be determined ultimately by market conditions and other business factors. It is the intent of the Parties to establish as the Term of this Agreement more than sufficient time to complete the Project, so that if current expectations prove to be unrealistic, Company will have additional time in which to complete the Project, including the Transportation Improvements, in an economically sound manner. Therefore, this Agreement shall commence upon the Effective Date (which shall be two different dates for the portion of the Project located South of Cover Street and the portion of the Project located North of Cover Street, respectively, as set forth in Section 1.36 above) and shall remain in effect until completion of the development of the Property and the City Parcel as contemplated by Section 2.4 of this Agreement or for a term of twenty (20) years after the applicable Effective Date, whichever is earlier, unless said Term is terminated, modified or extended pursuant to the express provisions set forth in this Agreement or by mutual written consent of the Parties hereto. As set forth in the preceding sentence, if this Agreement runs for the full Term, the Agreement with respect to the portion of the Project South of Cover Street will terminate upon June 2, 2025, and the portion of this Agreement applicable to the portion of the Project located North of Cover Street will terminate upon the twentieth (20th) anniversary of the date this Agreement is recorded. Following the expiration of the applicable Term, this Agreement shall be deemed terminated and of no further force and effect with respect to the applicable portion of the Project; provided, however, such termination shall not affect any right or duty arising from City entitlements or

approvals, including the Project Approvals, approved prior to, concurrently with or subsequent to the applicable Effective Date or any right or duty of Company which has accrued as of the date of such termination or which, by its terms, expressly survives such termination. As provided in Section 3.2.5 of this Agreement, the Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any Moratorium.

4.2 Early Full Termination of Agreement. The Agreement is terminable: (a) by both Parties, with mutual written consent of the Parties, or (b) by City, following an uncured material default by the Company as set forth in Section 7 or following an Annual Review, as set forth in Section 5, or (c) by Company, following an uncured material default by City as set forth in Section 7.

5. ANNUAL REVIEW.

5.1 Annual Review Procedure. During the Term of this Agreement, the Company shall initiate and the City shall conduct an annual review of the Company's compliance with this Agreement. As provided in the Development Agreement Act, such annual review shall be limited in scope to determining good faith compliance with the provisions of this Agreement. As part of that review, Company shall submit an annual monitoring review statement to the Planning Commission describing its actions in compliance with this Agreement, in a form acceptable to the City, within forty-five (45) days after written notice from the City requesting that statement. The Planning Commission shall receive and review such statement and notify Company of any non-compliance within forty-five (45) days of receipt of the statement. Upon notification of any non-compliance, Company shall have the opportunity to cure any non-compliance within sixty (60) days or such longer period as is reasonably necessary to cure such non-compliance, provided that Company shall continuously and diligently pursue such cure at all times until such non-compliance is cured. If Company fails to timely cure such non-compliance, in City's reasonable discretion, then the City Council shall review the matter within thirty (30) days thereafter.

5.2 Termination or Modification of Agreement. In the event the City Council determines on the basis of substantial evidence that the Company has not complied in good faith with the terms of this Agreement, the City may modify or terminate this Agreement in accordance with the Development Agreement Act and Chapter 21.29.070 of the Code. Notwithstanding any provision to the contrary in any City procedures, there shall be no modification of this Agreement unless the City Council acts pursuant to sections 65867 and 65868 of the Development Agreement Act.

5.3 Certificate of Agreement Compliance. If, at the conclusion of an annual review, Company is found to be in good faith compliance with this Agreement, City shall, upon request by Company, issue a Certificate of Agreement Compliance ("Certificate") to Company stating that, after the most recent annual review and based upon the information then known to the City, (a) this Agreement remains in effect and (b) Company is, to the current actual knowledge of the City, in good faith compliance with the Agreement as required by section 65865.1 of the Development Agreement Act. The Certificate shall be in the form attached hereto as Exhibit "J". Company may record the Certificate with the County Recorder. Additionally, as set forth in Section 8.43, either Party may at any time request from the other an estoppel certificate confirming, in addition to the foregoing, the status of the other Party's performance of its obligations under this Agreement to the actual knowledge of the certifying Party. Any such Certificate delivered pursuant to this Section shall not estop the Party delivering the Certificate from asserting a breach or default, or pursuing any rights arising therefrom, with respect to any matter which may be subsequently discovered by the certifying Party or which may occur subsequent to the date of such Certificate.

5.4 Failure of Annual Review. City's failure to conduct a review at least annually of Company's compliance with the terms and conditions of this Agreement shall not constitute or be construed by City or Company as a breach of or a default under this Agreement.

5.5 Annual Review Fee. Company shall pay the applicable annual review fee imposed for annual review of development agreements pursuant to Resolution No. C-28494 adopted by the City Council on December 14, 2004.

6. VESTED RIGHTS TO DEVELOP.

Subject to the terms of this Agreement, Company shall have a vested right to develop the Property in accordance with, and to the extent of, the Project Approvals. City and Company hereby acknowledge and agree that all of the Development allowed under the Project Approvals is vested specifically with Company, and may not be utilized by any other subsequent owner or lessee of a parcel or parcels of the Property except with the express written assignment by Company pursuant to Section 8.16, and then only to the extent of such assignment; provided, however, that nothing herein shall be deemed to preclude a subsequent owner or lessee of a parcel or parcels of the Property from seeking additional entitlements to Development to the extent that such entitlements are additive to, and not a reduction of, the Development rights hereby vested with Company and to the further extent that such entitlements do not allow Warehouse and Distribution uses other than as an Accessory Use as currently permitted under this Agreement and PD-32 North and PD-32 South.

7. DEFAULT, REMEDIES AND DISPUTE RESOLUTION

7.1 Intent.

Under this Agreement, Company's obligation to City is to develop the Project, including the construction of the Transportation Improvements, the Lakewood Boulevard Landscape Improvements, the Carson Street Landscape Improvements, and the other Project Infrastructure improvements, subject to the conditions established in the Project Approvals and the terms of this Agreement and in accordance with the Land Use Regulations, and to pay any amounts or reimbursements due to City under the express terms of this Agreement, including, without limitation, the Housing Payment under Section 8.30, the Project Contribution to Citywide Infrastructure under Section 8.46, and the Project Development Services Fee under Section 8.47, and City's obligation to Company is to permit Company to complete the Project in

accordance with the Project Approvals, the Land Use Regulations, and the terms of this Agreement. The Parties agree that the following provisions shall govern the availability of remedies should either Party breach its obligations under this Agreement.

7.2 City's Remedies.

7.2.1 Default by Company. In addition to the annual review process under Section 5 above, in the event Company does not perform its obligations under this Agreement in a timely manner, the City shall have those rights and remedies provided for in this Agreement, including, without limitation, Section 7.6; provided, that the City's right to compel specific performance of the obligations of Company shall be subject to the limitations set forth in Section 7.2.5 of this Agreement; and provided, further, the City shall have no right to monetary damages as a result of any failure by Company to start or complete the Project (other than to the extent arising from the Company's failure to complete, remove or secure improvements as required by Section 7.2.5 below or to pay any amounts or reimbursements due to City under the express terms of this Agreement including, without limitation, any Noncompliance Fees levied under Section 8.19.7 and the Housing Payment under Section 8.30). Nothing in this Section 7.2.1 shall limit the City's right to terminate this Agreement in accordance with Section 7.2.4.

7.2.2 Notice of Default. With respect to a default by the Company under this Agreement, the City shall first submit to Company a written notice of default in the manner prescribed in Section 8.5, identifying with specificity those obligations of Company which have not been performed. Upon receipt of the notice of default, Company shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Company shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

7.2.3 Failure to Cure Default Procedure. If, after the cure period has elapsed, the City finds and determines that Company remains in default and the City wishes to terminate or modify this Agreement, the Director shall make a report to that effect to the Planning Commission and set a public hearing before the Commission in accordance with the notice and hearing requirements of sections 65867 and 65868 of the Development Agreement Act. If, after public hearing, the Planning Commission finds and determines that Company has not cured the default pursuant to this Section 7.2, and that the City is entitled to terminate or modify this Agreement, Company shall be entitled to appeal that finding and determination to the City Council in accordance with Section 8.2. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

7.2.4 Termination or Modification of Agreement. If it is determined pursuant to the above-described procedures that the Company has failed to timely cure a material breach of the obligations under this Agreement, City shall have the right to modify or terminate this Agreement as provided in Chapter 21.29.070C of the Code; provided, however, that with respect to a material breach of a severable obligation, as defined in Section 8.16.2, any such termination (as opposed to a modification) of this Agreement may only affect the portion of the Property affected by such breach; and further provided that with respect to a modification (as opposed to termination) of this Agreement, any modification that would materially increase the Company's obligations under this Agreement may not be made unilaterally by City and shall require the consent of Company.

7.2.5 Specific Performance. Except as provided in this Section, the City shall have no right to seek a remedy of specific performance with respect to the Development of the Project. The City's right to seek specific performance in connection with the Development of the Project shall be specifically limited to (a) compelling Company to complete or demolish any uncompleted improvements initiated in connection with the Project which are located on public property or property which has been offered for dedication to the public, with the choice of whether to demolish or complete such improvements and the method of such demolition or

completion of such improvements to be selected by the City in its sole discretion, (b) compelling Company to dedicate and properly complete any public improvements which are required by the Project Approvals or the Land Use Regulations to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Property pursuant to this Agreement, and (c) compelling Company to complete, demolish or make safe and secure any uncompleted private improvements located on the Property with the choice of whether to demolish, complete or secure such private improvements and the method of such demolition, completion and securing such private improvements to be selected by Company in its sole discretion. Notwithstanding anything in Section 7.2 to the contrary and notwithstanding any termination of this Agreement, the City shall have the right to enforce all applicable provisions of the Land Use Regulations and the Project Approvals for any portion of the Project actually constructed and to collect all payments and reimbursements due to City under the express terms of this Agreement.

7.3 Company's Remedies.

7.3.1 Default and Notice of Default. With respect to a default by the City under this Agreement, Company shall first submit to the City a written notice of default in the manner prescribed in Section 8.5, identifying with specificity those obligations of the City which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

7.3.2 Specific Performance; Waiver of Damage Remedies. Both Parties agree and recognize that, due to the size, scope, and nature of the Project, including the Project Infrastructure improvements that must be made in the initial phases of the Project, the design and placement of various discrete uses and structures, and the functional and economic

interrelationships of the various components of the Project, as a practical matter it will not be possible physically, financially and as a matter of land use planning, to restore Douglas Park to its former state once any significant portion of Douglas Park is developed and/or any portion of the Project Infrastructure is constructed. Further, the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City hereunder. For the above reasons, the Parties agree that, except as expressly provided in Section 7.3.3, specific performance is the proper remedy and shall be the only remedy available to Company in the event of the City's failure to carry out its obligations hereunder. Company specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and Company hereby waives, relinquishes and surrenders any right to any such monetary remedies. Company covenants not to sue for or claim any monetary damages for the breach by the City of any provision of this Agreement and hereby agrees to indemnify, defend and hold the City and all City Representatives harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by Company inconsistent with the foregoing waivers. The Company may also, in its discretion, terminate this Agreement upon occurrence of specified events, as provided in Section 7.5. Without limitation of the foregoing, any and all claims against the City arising under this Agreement and falling within the scope of the California Tort Claims Act shall be made in accordance with the requirements of the California Tort Claims Act (or any successor statute) set forth in California Government Code section 810 *et seq.*

7.3.3 Restitution of Improper Development Fees. In the event any Impact Fees are imposed by City on Development of the Project other than those authorized pursuant to this Agreement, Company shall be entitled to recover from City restitution of all such improperly assessed Impact Fees paid under protest, together with interest thereon to the extent and at the rate provided by applicable law. Any and all such claims for restitution falling within the scope

of the California Tort Claims Act shall be made in accordance with the California Tort Claims Act (or any successor statute) set forth in California Government Code section 810 *et seq.*

7.4 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 (a) any obligations to have been performed or which have accrued prior to said termination, (b) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (c) any obligations arising under a provision of this Agreement which expressly provides that it survives the termination of this Agreement. The termination of this Agreement shall not alter or limit in any way the CC&Rs, which shall continue to be binding on the Property Owners in accordance with the terms set forth therein.

7.5 Company's Right To Terminate Upon Specified Events.

Notwithstanding any other provisions of this Agreement to the contrary, Company retains the right to terminate this Agreement upon thirty (30) days written notice to City in the event that Company reasonably determines that continued Development of the Project has become economically infeasible due to (i) changed market conditions, (ii) increased Development costs, (iii) burdens imposed, consistent with this Agreement, by the City as conditions to Subsequent Discretionary Project Approvals, (iv) the City's exercise of its Reserved Powers in a way deemed by Company to be inconsistent with the Development of the Project, or (v) upon the City's failure to perform any material duty or obligation hereunder which is not cured within the applicable cure period set forth herein. In the event Company exercises this right, it shall nonetheless be responsible for (a) the completion, as soon thereafter as reasonably possible, of all Project Infrastructure that has been commenced at the time that Company exercises such right, (b) performance of the obligations of the Company set forth in Section 7.2.5 above, (c) to the extent not covered by (a) and (b) above, mitigation of impacts to City resulting from Development that may have occurred on the Property prior to the notice of termination on a fair share or nexus basis, and (d) any portion of the Project contribution to

Citywide infrastructure and the Project Development Services Fee that has become or later becomes payable under Sections 8.46 and 8.47 below. Within the thirty (30) day notice period City and Company shall meet to identify any mitigation obligation described in subsection (c) of this Section that may remain to be satisfied. If the Parties are in disagreement at the end of the thirty (30) day notice period, the Agreement shall nevertheless be terminated and the dispute over any remaining mitigation obligation shall thereafter be resolved pursuant to Section 7.6.

7.6 Legal Actions.

Subject to the limitations on remedies imposed by this Agreement, either Party may institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, enforce by specific performance the obligations and rights of the Parties hereto or seek declaratory relief with respect to its rights, obligations or interpretations of this Agreement. The limitation of remedies set forth herein shall not limit any provisional remedies, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect the benefit to a Party of its rights and permitted remedies hereunder.

8. GENERAL PROVISIONS

8.1 Effective Date.

The original version of this Agreement was effective on June 2, 2005, the date that it was fully executed by the Parties and recorded in the office of the Recorder of Los Angeles County, and such date shall remain the "Effective Date" of this Agreement for the portion of the Property located South of Cover Street. This Agreement shall be effective for the portion of the Property located North of Cover Street upon its execution by a duly authorized representative of each Party hereto and recordation with the Los Angeles County Recorder, as hereinafter provided, and such date shall be the "Effective Date" for the portion of the Property located North of Cover Street. As provided in section 65868.5 of the Development Agreement Act, a copy of this Agreement shall be recorded with the Los Angeles County Recorder within

ten (10) days after its execution by both Parties. Amendments to this Agreement approved by the Parties pursuant to Section 8.10 of this Agreement shall also be recorded.

8.2 Appeals to City Council.

Where an appeal by Company to the City Council from a finding and/or determination of the Planning Commission or any other City Agency is created by this Agreement, such appeal shall be filed, if at all, within twenty (20) days after the delivery of notice in accordance with Section 8.5 of such finding and/or determination to Company. The City Council shall act on the appeal within ninety (90) days after such delivery of notice, or within such additional period as may be agreed to by the Company, which agreement shall not be unreasonably withheld, conditioned or delayed. In the event that the City Council fails to act within said ninety (90)-day period, or such additional period as may be agreed to by the Company, Company may seek remedies under Section 7.6.

8.3 Cooperation and Implementation

8.3.1 Processing. Upon satisfactory completion by Company of all required preliminary actions and payment of applicable Processing Fees and Charges, including the fee for processing this Agreement, City shall process all required steps necessary for the implementation of this Agreement and development of the Douglas Park Project in accordance with the terms of this Agreement. Company shall, in a timely manner, provide City with all documents, plans and other information necessary for City to carry out such processing.

8.3.2 Other Governmental Permits. Company shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. City, at no out-of-pocket cost or expense to the City, shall reasonably cooperate with Company in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Company, consider, in good faith and in the City's sole discretion, agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and do not

result in any additional cost or expense or other adverse impact to City. Such entities may include, but are not limited to, school districts, utility districts or providers, the City of Lakewood, the County of Los Angeles Airport Land Use Commission, the County of Los Angeles Public Works Department, the County of Los Angeles Flood Control District and the California Department of Transportation ("Caltrans"). These agreements may include, without limitation, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code section 6500, et seq.) or the provisions of other laws to create legally binding, enforceable agreements between such parties. Company shall reimburse City for all costs and expenses incurred in connection with reviewing, negotiating or entering into any such agreement provided that Company has requested the City to do so. Company shall indemnify, defend (with counsel selected by the indemnified Party), and hold harmless City, all City Agencies, and each City Representative from and against any and all claims, causes of action and Liabilities incurred by the indemnified Party arising from or related to any challenge by any person or entity to any such agreement, and shall reimburse City for any costs and expenses incurred by City in enforcing any such agreement. Any fees, assessments, or other amounts payable by City under any such agreement shall be borne by Company, except where Company has notified City in writing, prior to City entering into such agreement, that it does not desire for City to execute such an agreement.

8.3.3 Cooperation in the Event of Legal Challenge By Third Party. In the event of any Litigation, the Parties hereby agree to affirmatively cooperate in defending said action.

8.3.3.1 Company and City Legal Counsel. In the event any Litigation (including any cross-action) is filed against the City and/or Company, the Party receiving service of such action shall notify the other in writing of such Litigation promptly after service upon it and shall transmit to the other any and all documents (including, without limitation, correspondence and pleadings) received by, or served upon, it in connection with such Litigation. Within ten (10) days after delivery of such notice, Company shall retain and appoint legal

counsel ("Counsel" for purposes of this section 8.3.3) with respect to the Litigation. The Parties acknowledge that Counsel will appear and represent Company in connection with such Litigation and such Counsel shall, at the request of the City Attorney, cooperate with the City Attorney, shall prepare drafts, for review by the City Attorney, of all pleadings, motions and other Litigation-related documents, and shall coordinate legal strategy and otherwise cooperate with City in connection with the Litigation, all at Company's cost and expense. Company shall also pay all filing fees, court costs and similar out-of-pocket expenses required for the City to defend the Litigation. The City Attorney or his designee shall appear on behalf of the City in any such Litigation and shall at all times retain final authority and control over all documents to be filed on the City's behalf and all actions to be taken by the City with respect to Litigation. The Company shall be responsible for reimbursing the City for reasonable fees or costs of any attorneys hired by the City in connection with such Litigation, but the Company shall not be responsible for paying any fees, costs, Attorneys' Fees or expenses resulting from unreasonable actions taken by the City in connection with the Litigation against the written advice of Counsel given to City prior to the action taken. The City shall cooperate with Counsel's defense of the Litigation, and shall make its records (other than documents privileged from disclosure) and personnel available to Counsel as may be reasonably requested by Counsel in connection with the Litigation.

8.3.3.2 Reimbursement of Attorneys' Fees. Within thirty (30) days after delivery of a final judgment awarding Attorneys' Fees or costs to a plaintiff or upon execution of a written settlement agreement by and between the City and a plaintiff which requires the City to pay Attorneys' Fees or costs to a plaintiff, Company shall pay such Attorneys' Fees and costs to the plaintiff as required unless the City settles any Litigation, in whole or in part, without Company's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

8.3.3.3 Indemnification. Company shall indemnify, save and hold the City, City Agencies, and City Representatives (collectively, "the City" in this Section 8.3.3.3)

harmless from any and all Liabilities to the extent they arise from or are related to any Litigation. Notwithstanding any other provision of this Section 8.3.3, the City's sole right under this Agreement to reimbursement of Attorney Fees awarded in connection with the defense of Litigation is that set forth in Section 8.3.3.2. Furthermore, City shall be deemed to have waived its right to any further reimbursement or indemnification with respect to an individual Litigation matter under this Section 8.3.3 if the City settles such Litigation, in whole or in part, without Company's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any provision to the contrary, if the City is indemnified with respect to a Litigation matter pursuant to this Section 8.3.3.3, Company, as the indemnifying Party, shall at all times retain final authority and control over all documents to be filed in such Litigation by the Company subject to the City's review and approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Nothing in this Section 8.3.3 shall waive or limit any obligations of the Company or rights and protections of the City set forth in any Project Approvals.

8.3.3.4 Joint Defense. It is understood and agreed that Counsel shall represent Company and that the City shall not be considered the client of Counsel, nor Company the client of the City Attorney. Both Company and the City understand that the requirements of cooperation contained in this Agreement apply only as to matters reasonably necessary for the accomplishment of the defense of the Litigation and shared information is intended to be, and must be, kept confidential. In the event of any conflict between the covenants of cooperation set forth in this Section and any legal obligations imposed upon City, those legal obligations shall control and the City's compliance therewith shall not constitute a breach or violation of any provisions of this Section 8.3. Without limitation of the foregoing, nothing in this Agreement shall limit the City's discretion in responding to any California Public Records Act request it may receive, and the City shall have the absolute right to respond to such request in such manner as it determines legally necessary or appropriate without restriction or limitation by this Agreement.

With Copies to: City Manager
City of Long Beach
333 W. Ocean Boulevard, Thirteenth Floor
Long Beach, California 90802

City Attorney
City of Long Beach
333 W. Ocean Boulevard, Eleventh Floor
Long Beach, California 90802

If to Company: McDonnell Douglas Corporation
c/o The Boeing Company
4501 E. Conant St.
Long Beach, California 90808
Attention: Alan DeFrancis

With Copies to: Douglas Park
c/o The Boeing Company
4501 E. Conant St.
Long Beach, California 90808
Attention: Stephane Wandel

Dale K. Neal, Esq.
1508 San Remo Drive
Los Angeles, California 90272

8.6 Company Hold Harmless.

Company hereby agrees to and shall indemnify, save, hold harmless and defend the City, the City Agencies and the City Representatives (collectively, "the City" in this Section), from any and all claims, causes of action and Liabilities which may arise, directly or indirectly, from Company's or its representatives', consultants', contractors', subcontractors', agents', or employees' operations, acts or omissions in connection with the Development of the Project, whether such operations, acts or omissions be by Company or any of Company's representatives, consultants, contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Company or any of Company's representatives, consultants, contractors or subcontractors. Nothing in this Section shall be construed to mean that Company shall hold the City harmless and/or defend it to the extent that such claims, causes of action or

Liabilities arise from the negligent acts of the City or any person or entity acting on City's behalf; provided that the foregoing limitation shall not be construed to apply to Company or its successors or assigns or their agents, employees, representatives, consultants, contractors, or subcontractors, to the extent acting on City's behalf pursuant to the terms of this Agreement. City agrees that it shall fully cooperate with Company in the defense of any matter in which Company is defending and/or holding the City harmless. Company shall be relieved from any further liability under this Section with respect to any portion of the Property transferred to another party where such transferee assumes Company's rights and obligations under this Agreement pursuant to Section 8.16 with respect to such portion of the Property transferred; provided that upon such transfer, the indemnity set forth herein shall automatically apply to such transferee, with all references herein to "Company" deemed references to such transferee, and further provided that such transferee assumes the obligations under this Section 8.6 in writing and reaffirms its indemnity of City pursuant to this Section.

8.7 Insurance.

To the extent that the Company carries commercial general liability (or equivalent) insurance with respect to the Project, or a portion thereof, during the Term, Company shall name the City as an additional insured on all policies evidencing such insurance.

8.8 Severability and Termination.

If any provision of this Agreement should be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to the terms of any law which becomes effective after the date of this Agreement, the unenforceable provision shall be deemed severable and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding on both Parties.

8.9 Time of Essence.

Time is of the essence for each provision of this Agreement in which time is an element.

8.10 Modification or Amendment.

Subject to meeting the notice and hearing requirements of section 65867 of the Development Agreement Act, this Agreement may be modified or amended from time to time by mutual consent of the Parties or their successors in interest in accordance with the provisions of section 65868 of the Development Agreement Act. Notwithstanding anything herein to the contrary, City shall have no obligation to grant any application for modification to this Agreement and/or the Project Approvals by Company that allows Warehouse and Distribution uses other than as an Accessory Use as currently permitted under this Agreement and PD-32 North and PD-32 South. The mixture of uses and interrelationship of the components of the Project have been extensively negotiated and carefully balanced and any such modification could materially affect the economic and planning goals of and the impact contemplated by this Agreement. City would not have entered into this Agreement if Company had any right to any such modification. If approved in a form to which Company and City have consented in writing, any change in the Project Approvals or Project after the Effective Date shall be incorporated herein as an addendum, and may be further changed from time to time only as provided in this Section. Any change in the Project Approvals or Project made in accordance with the procedures required by the Land Use Regulations and with the written consent of the Company and City as required by this Agreement shall be conclusively deemed to be consistent with this Agreement, without any further need for any amendment to this Agreement or any of its Exhibits.

8.11 Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to the provisions to be waived. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

8.12 Equitable Servitudes and Covenants Running with the Land.

Any successors in interest to the City and Company shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the Development Agreement Act. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 6 or Section 8.16, and no successor owner of the Property, any portion thereof or any interest therein shall have any rights hereunder except and to the extent assigned to them by Company in writing pursuant to Section 8.16.

8.13 Governing State Law; Compliance With Applicable Law.

This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. The Company 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 sections 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. The Company shall indemnify, defend and hold the City, the City Agencies and the City Representatives harmless from any and all claims, causes of action and Liabilities 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, causes of action or Liabilities that may be asserted against or incurred by City, any City Agencies or any City Representatives with respect to or in any way arising from the Project's

compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

Company agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City and the City Representatives make 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.

In all bid specifications, contracts and subcontracts for any such Public Work, Company (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."

Each portion of the Project shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Company shall be responsible for the procurement and maintenance thereof, in such form as may be required of the Company and all entities engaged in work on the Property by applicable law. Except with respect to the portion of the indemnity set forth above in this Section 8.13 applicable to compliance of the Project with all prevailing wage requirements, Company shall be relieved from any further liability under this Section with respect to any portion of the Property transferred to another party where such transferee assumes Company's rights and obligations under this Agreement pursuant to Section 8.16 with respect to such portion

of the Property transferred; provided that upon such transfer, the covenants and indemnity set forth herein shall automatically apply to such transferee, with all references herein to "Company" deemed references to such transferee, and further provided that such transferee assumes the obligations under this Section 8.13 in writing and reaffirms its indemnity of the City, the City Agencies and the City Representatives pursuant to this Section. With respect to the portion of the above indemnity concerning compliance with all prevailing wage requirements, each transferee of Company shall assume in writing and expressly reaffirm that assignee's indemnity of the City, the City Agencies and the City Representatives with respect to compliance with such prevailing wage requirements to the extent applicable to the portion of the Property acquired by said transferee, but such assumption shall not release or relieve Company from its liability under such portion of that indemnity and Company shall remain jointly and severally liable with such transferee for said indemnity; provided, that, at the time of such transfer by Company, it may request that City agree to release Company from such continuing liability under its indemnity based upon the financial capacity of the Company's proposed transferee, but any such release shall be at the City's sole discretion and election and, to be effective, shall be in writing.

8.14 Constructive Notice and Acceptance.

Every person who after the Effective Date of this Agreement owns or acquires any right, title, or interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

8.15 Requests for Payment.

With respect to any requests by the City for payment of amounts due under this Agreement, Company retains its right to review any invoices or requests for payments submitted by the City pursuant to this Agreement. Company shall review and reasonably approve such invoices or requests for payment or shall identify any disputed amounts within twenty (20) days

after receipt. In the event Company fails to respond within such twenty (20) day period, City may pursue its remedies under Section 7.2. At Company's request, the City shall provide Company with reasonable information or back-up material supporting such invoices or requests for payment. Company shall have a right, at Company's expense, to audit City books and records in connection with such invoices or requests for payment at City's offices, with reasonable notice, during business hours. If Company disputes any invoices or requests for payment, Company shall timely pay all undisputed amounts and the Company Project Manager and City Project Coordinator shall expeditiously meet and confer in good faith to resolve any such dispute. If the Parties cannot resolve such dispute, the City Manager and senior Company management shall expeditiously meet and confer in good faith to resolve the dispute. If the City Manager and senior Company management cannot resolve the dispute, the Parties may pursue their respective remedies set forth in Section 7 of this Agreement.

8.16 Assignment.

8.16.1 **Right to Assign.** Company shall have the right to sell, encumber, convey, assign or otherwise transfer, in whole or in part, directly or indirectly, its rights, interests and obligations under this Agreement, to any person or entity at any time during the Term of this Agreement provided that Company first obtain the written consent of the City. Such consent may not be unreasonably withheld or conditioned and must be granted upon demonstration by Company to the reasonable satisfaction of the City Manager that the assignee (or any guarantor of the assignee's performance) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the portion of the Project affected by such assignment and that the proposed assignee has adequate experience with developments of comparable scope and complexity and has successfully completed such developments. Any request for City approval of an assignment shall be in writing and accompanied by certified financial statements of the proposed assignee and any additional information concerning the identity, financial condition and experience of the assignee as the City may reasonably request; provided, that, any such request for additional information by the City shall be made, if at all, within ten (10)

business days after City's receipt of the request for approval of the proposed assignment. If City wishes to disapprove any proposed assignment, City shall set forth in writing and in reasonable detail the grounds for such disapproval. If the City fails to disapprove any proposed assignment within forty-five (45) days after receipt of written request for such approval delivered in the manner set forth in Section 8.5 and delivery of the required and requested additional information, if any, described above, such proposed assignment shall be deemed to be approved. Any attempted transfer in violation of this provision shall be void ab initio, and shall constitute a breach of this Agreement. All successors and assigns of Company that wish to assign any rights under this Agreement shall also be bound by the terms of this Section 8.16 and each successive assignment of the rights hereunder shall also be subject to the requirements of this Agreement. Any assignment shall be documented by and shall require a written Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit "K". Any approval required of the City under this Section 8.16 may be provided by the City Manager and the City Manager is hereby delegated the authority to provide such approval; provided that nothing herein shall require the City Manager to act prior to submission of such matter to the City Council if the City Manager considers that review necessary or helpful in the City Manager's sole discretion. Any such submission of the City Manager to the City Council shall not extend the forty-five (45) day period to disapprove the assignment set forth in this Section.

8.16.2 Release of Transferring Owner; Non-Severable and Severable Obligations. Except as otherwise provided in this Agreement, upon the sale, transfer or assignment of all or a portion of the Property by the Company or any successor transferor or assignor and the assignment to and assumption by its assignee of the rights and obligations of this Agreement applicable to the portion of the Property transferred, the Company or any such successor transferor or assignor shall be released of those obligations under this Agreement first arising after the effective date of that assignment that are so assigned by the Company or such successor transferor or assignor and assumed by its assignee; provided that the obligations under this Agreement that are so assigned are assumed in writing by the buyer, transferee, or assignee

and are enforceable by the City against said buyer, transferee, or assignee. The following obligations of the Company (and any successor or assign of Company) under this Agreement shall at all times remain non-severable, and, notwithstanding any such assignment of a portion of the Property or obligations under this Agreement, a default under this Agreement with respect to any such obligations shall constitute a default under this entire Agreement and shall entitle City to exercise all of its rights hereunder, including termination of this Agreement in its entirety as provided for in Section 7.2.4 subject to the notice and cure provisions set forth in Section 7.2.2, which notice shall be provided to Company and the defaulting party or parties in the event of such default:

(a) Construction of the On-Site Project Infrastructure as per the Performance Trigger Summary attached as Exhibit "H", including the On-Site Roadway Infrastructure (including the Lakewood Boulevard Landscape Improvements and Carson Street Landscape Improvements), the Community Open Space (including the Community Open Space improvement and delivery obligations set forth in Section 8.25), and construction of the Transportation Improvements as per the Transportation Improvements and Phasing Program attached hereto as Exhibit "F";

(b) The Maintenance of Privately Maintained Publicly Accessible Infrastructure, including Maintenance of parkway and median landscaping, the Lakewood Boulevard Landscape Improvements, the Carson Street Landscape Improvements, and the Community Open Space pursuant to Section 2.4.3;

(c) The requirement to reimburse the City for costs of the City Project Coordinator pursuant to Section 3.3.1, to the extent such costs are incurred in connection with Development by the Company and not an assignee of the Company;

(d) The requirement to set up the Employment Registration Office pursuant to Section 8.19.1; the requirement to include the Hiring Preference Provision under Section 8.19.2 in major contractor and subcontractor agreements for construction of the On-Site Project Infrastructure; the requirement to discharge or terminate a major contractor or subcontractor,

contracted to perform work related to the construction of On-Site Project Infrastructure, who has failed to cure a Noncompliance Fee Default pursuant to Section 8.19.7; the requirement of the Company to participate in the Douglas Park Job Development Advisory Board pursuant to Section 8.19.4; and the Matching Program Funds requirement pursuant to Section 8.19.5;

- (e) The Housing Payment requirement set forth in Section 8.30;
- (f) The School Agreement requirements set forth in Section 8.31;
- (g) The Public Art Requirement set forth in Section 8.45;
- (h) The Infrastructure Payment requirements set forth in Section 8.46;
- (i) The Development Services Fee Payment requirements set forth in Section 8.47;
- (j) The Project Trip Cap set forth in Section 8.29;
- (k) The indemnity to the City, the City Agencies, and the City Representatives for Litigation set forth in Section 8.3.3.3 and for failure to comply with prevailing wage requirements as set forth in Section 8.13 (unless the Company is released from continuing liability as provided in Section 8.13); and
- (l) Any other obligation of this Agreement not listed in subsections (a) – (k) as determined by the Parties pursuant to the meet and confer provisions set forth below in Section 8.16.3.

Upon the conveyance of a portion of the Property and the assignment and assumption of the rights and obligations under the Agreement with respect thereto, the failure to perform the following obligations under this Agreement shall be deemed severable with respect to the assigned portion of the Property and this Agreement, and, following such a conveyance and assignment, a default under this Agreement with respect to any such assigned obligations shall constitute a default only by the defaulting party (and shall not constitute a default under this entire Agreement) and shall only entitle the City to exercise its rights and to pursue the remedies hereunder with respect to the portion of the Property owned by the defaulting party and to which

such default relates, including termination of this Agreement with respect to such portion of the Property, as provided for in Section 7.2.4:

- (l) Failure to pay Impact Fees pursuant to Section 3.2.7;
- (m) Failure to pay Processing Fees and Charges pursuant to Section 3.3.2;
- (n) Failure to reimburse City for costs of the City Project Coordinator pursuant to Section 3.3.1, to the extent such costs are incurred by an assignee of the Company and not Company;
- (o) Failure to pay costs incurred by City in connection with hiring plan check, inspection and other personnel or additional consultants to process Ministerial Permits and Approvals pursuant to Section 3.3.3.1;
- (p) Violation of the Project Approvals or the Land Use Regulations pursuant to Section 3.1.1;
- (q) Failure to indemnify the City as required by Section 8.6;
- (r) Failure to name the City as an additional insured pursuant to Section 8.7;
- (s) Failure to comply with applicable laws (except for prevailing wage laws) and/or to indemnify the City, the City Agencies and the City Representatives in connection therewith pursuant to Section 8.13;
- (t) Failure of an assignee of Company to comply with prevailing wage requirements as set forth in Section 8.13 if the Company is released from continuing liability with respect thereto as provided in Section 8.13; and
- (u) Failure to perform any other obligation of this Agreement not listed in subsections (l) – (t) as determined by the Parties pursuant to the meet and confer provisions set forth below in Section 8.16.3.

8.16.3 Meet and Confer for Obligations Not Identified. Upon the request of Company, the Parties shall expeditiously meet and confer in a reasonable attempt to determine whether a particular obligation under this Agreement not specifically identified under Section 8.16.2 above should be treated as non-severable under Section 8.16.2(k) or severable pursuant to

Section 8.16.2 (u). If the Parties cannot agree upon whether a particular obligation is non-severable or severable, the Parties may pursue their respective remedies set forth in Section 7 of this Agreement.

8.17 Tentative Subdivision Maps.

Pursuant to California Government Code section 66452(a), the duration of any tentative subdivision map approved for the Property, or any portion thereof, subsequent to the Effective Date shall automatically be extended for a period equal to the Term of this Agreement.

8.18 Intentionally Omitted

8.19 Douglas Park Employment Development Program.

The Company shall collaborate with the Long Beach Jobs Initiative Team to implement a "JOBS" program for Long Beach residents as outlined below (the "Program"). The goal of the Program is to employ qualified Long Beach residents or qualified recent graduates of an appropriate Long Beach Jobs Initiative training program for the designated skill in the construction of On-Site Project Infrastructure at Douglas Park. The Company envisions this endeavor as a partnership with the City, the Long Beach community and more specifically the Long Beach Jobs Initiative Team. Therefore, under the guidance of the Douglas Park Job Development Advisory Board described below, the Program will evolve as the partnership works together on identifying the most effective methods and initiatives that will result in the employment of qualified Long Beach residents and qualified Long Beach Jobs Initiative Program graduates, and, in implementing the Program, the City and Company shall cooperate to make the Program work as efficiently and cost-effectively as possible. Attached as Exhibit "R" to this Agreement is an organizational chart outlining the structure of the Program. The following provisions outline the key components of the Program.

8.19.1 Satellite Employment Registration Office. A satellite employment registration office shall be set up as the primary location where potential employees will be registered for work opportunities at the Douglas Park jobsite (the "Employment Registration Office"). Unless the Advisory Board (as defined in Section 8.19.4) decides otherwise, the

Employment Registration Office shall be housed in a jobsite trailer (the "Jobs Trailer") to be provided by Matching Program Funds (as described below) which will be specifically set up to process job applicants as well as to provide the key location for contractor job postings and interviews. The Employment Registration Office shall be overseen by a "Jobs Captain" paid for by Matching Program Funds (described below). The Jobs Captain shall be a Long Beach Jobs Initiative Team Member who will coordinate the processing of employment applicants at the jobsite, including meeting with and performing prescreening interviews for applicants and placing their information into a database for skilled employment opportunities.

8.19.2 Long Beach Resident Hiring Provision Requirement for Douglas Park Contracts. All agreements with the major contractors and subcontractors contracted to perform work related to the construction of On-Site Project Infrastructure shall require that "Good Faith Efforts," including those identified in subsections (a), (b), and (c) of this Section 8.19.2, be used to hire qualified Long Beach residents and qualified Long Beach Jobs Initiative program graduates for job openings (the "Hiring Preference Provision"). The Hiring Preference Provision shall provide that contractors and subcontractors involved in such development at Douglas Park are required (a) to participate in a "First Source" hiring program, whereby qualified Long Beach residents and qualified Jobs Initiative program graduates would be prioritized for hiring on all contractor job openings related to the construction of On-Site Project Infrastructure at Douglas Park, and to hire those resident applicants whose qualifications meet the job opening requirements, (b) to participate in the coordinated Project Job Fairs described below, and (c) to post all job opportunities at the onsite Employment Registration Office.

8.19.3 Coordinated Job Fairs. Through a coordinated team effort, the Company, the Long Beach Jobs Initiative Team, and owner/builders shall participate in Job Fairs, as scheduled from time to time by the Advisory Board and shall cause all major contractors and subcontractors to participate. These Job Fairs shall be attended by all major contractors and subcontractors contracted to perform work related to the construction of On-Site Project Infrastructure as mandated by the Hiring Preference Provision. The Jobs Captain shall be

responsible for coordinating these events and working to insure that these events are publicized locally and that all qualified registered employment applicants are invited to participate in face-to-face interactions with the major contractors and subcontractors and owner/builders developing Douglas Park.

8.19.4 The Douglas Park Job Development Advisory Board. A Douglas Park Job Development Advisory Board ("Advisory Board") shall be created to plan, evaluate and promote the success of the Program. The Advisory Board shall consist of two (2) representatives selected from time to time by the City, two (2) representatives selected from time to time by Company, and one (1) community representative selected from time to time by the City with input from Company. The Advisory Board shall hold meetings at least every six (6) months to discuss the success of the Program and to determine whether additional measures are required to increase the number of qualified Long Beach residents and Long Beach Jobs Initiative graduates employed at Douglas Park. The Advisory Board may choose to meet more often if necessary. The Advisory Board shall also approve an annual budget of two hundred thousand dollars (\$200,000) in Matching Program Funds, generated as described below, monitor Program implementation and approve additional non-budgeted expenditures, as necessary.

8.19.5 Matching Program Fund. The City, on the one hand, and the Company on the other, shall each contribute an equal amount of up to four hundred thousand dollars (\$400,000), for a total of eight hundred thousand dollars (\$800,000) over the term of the Program, as described below ("Matching Program Funds"). At the beginning of the Program and every twelve (12) months thereafter, the City and the Company shall each deposit one hundred thousand dollars (\$100,000) into a segregated City account, for a total of two hundred thousand dollars (\$200,000), which will constitute the annual budget for the following year of the Program. If before the end of the year, the Advisory Board determines that additional Matching Program Funds are required to improve the success rate of the Program, the Advisory Board may require that the City and the Company contribute all or a portion of any remaining Matching Program Funds for which they are responsible. Any Matching Program Funds not used by the

end of any year will rollover and be combined with subsequent deposits to form the budget for the following year. Matching Program Funds may be used to pay for the Jobs Trailer, the Jobs Captain, additional staff, advertising, Jobs Fairs, database creation and other services and items deemed necessary by the Advisory Board to support the Program.

8.19.6 Term of the Program. The Program shall begin on July 1, 2005 and end on June 30, 2009; provided, however that the City may terminate the Program prior to June 30, 2009 if the City determines that the Program is not cost-effective. Notwithstanding anything in this paragraph to the contrary, the Hiring Preference Provision shall apply to and remain a required element of the On-Site Project Infrastructure until the completion of the Phase 3 Project Infrastructure and the Bike Path even if those improvements are constructed after the Program has ended.

8.19.7 Process for Addressing a Default with Respect to Certain Program Obligations; Noncompliance Fees. Set forth in this Section is the process for addressing a default with respect to certain obligations of the Company, owner/builders and major contractors/subcontractors under the Program and the Noncompliance Fees (as hereinafter established) applicable thereto.

8.19.7.1 Intent of the Parties. In the event of a default in certain Program obligations, Noncompliance Fees will be levied ("Noncompliance Fee Default"), as fully described below. The Parties agree that all such Noncompliance Fees shall be paid to the City for the benefit of job training efforts, and that the Company shall be responsible for payment of any Noncompliance Fees levied in connection with a Noncompliance Fee Default relating to the construction of On-Site Project Infrastructure .

8.19.7.2 Noncompliance Fee Default Determination. A Noncompliance Fee Default, as described below, will be initially identified by the Jobs Captain and reviewed by three (3) members of the Advisory Board, one of which shall be a member selected by the City, one of which shall be a member selected by Company, and one of which shall be the community representative (collectively the "Compliance Committee"). A

Noncompliance Fee Default will be found to have occurred when a majority of the Compliance Committee determines, after notice and hearing as provided below, that the Company, owner/builders or the affected major contractor/subcontractors have in connection with the construction of On-Site Project Infrastructure and in a way that materially impacts the Program: (1) failed to include the Hiring Preference Provision in major contractor and subcontractor agreements related to the construction of On-Site Project Infrastructure; (2) failed to participate in a "First Source" hiring program; (3) failed to participate in scheduled job fairs; or (4) failed to post all job opportunities at the Employment Registration Office (collectively, the "Noncompliance Fee Defaults").

8.19.7.3 Process for Addressing Noncompliance Fee Defaults. The following is the 6-step process for addressing Noncompliance Fee Defaults:

Step 1: The Jobs Captain shall give written notice concurrently to the Compliance Committee and to Company or the affected owner/builder identifying the alleged Noncompliance Fee Default. If the Compliance Committee has not yet been established, the Jobs Captain shall provide notice of the alleged Noncompliance Fee Default to the Advisory Board, whereupon the Compliance Committee shall be established. Within fifteen (15) days of receipt of the notice from the Jobs Captain, the Compliance Committee shall set a hearing and notify the Company or owner/builder, as applicable, of the date and time of the hearing before the Compliance Committee. Company shall receive a copy of all notices sent to owner/builders.

Step 2: The Compliance Committee shall hold a hearing to determine whether a Noncompliance Fee Default has occurred. The Jobs Captain, the Company or the affected owner/builder and/or major contractor/subcontractor shall be allowed to testify and present evidence at the hearing.

Step 3: If a majority of the Compliance Committee determines that a Noncompliance Fee Default has occurred, then the Company or the affected owner/builder, as the case may be, shall be given a thirty (30) day period, or such longer period as may be allowed by the Compliance Committee, in its discretion, to demonstrate that such Default has been cured.

Step 4: If, after the thirty (30)-day period, or such longer period as may be allowed by the Compliance Committee, in its discretion, the Noncompliance Fee Default has not been cured, a twenty-five thousand dollar (\$25,000) Noncompliance Fee will be levied against the Company (for a Noncompliance Fee Default relating to the On-Site Project Infrastructure).

Step 5: If, after another thirty (30)-day period, or such longer period as may be allowed by the Compliance Committee, in its discretion, the Noncompliance Fee Default still has not been cured, an additional fifty thousand dollar (\$50,000) Noncompliance Fee will be levied against the Company (for a Noncompliance Fee Default relating to the On-Site Project Infrastructure) .

Step 6: If, after another thirty (30)-day period, or such longer period as may be allowed by the Compliance Committee, the Noncompliance Fee Default still has not been cured, and the Company (for Noncompliance Fee Defaults relating to the On-Site Project Infrastructure) has not discharged or terminated (or caused to be discharged or terminated) the contract with the defaulting major contractor or subcontractor, as the case may be, the City may pursue its remedies under Section 7.2 of this Agreement including, without limitation, with respect to an uncured Noncompliance Fee Default in connection with the construction of On-Site Project Infrastructure where the defaulting major contractor or subcontractor has not been discharged or terminated, the right to terminate the entire Agreement.

All Noncompliance Fees levied by the Compliance Committee as provided above shall be paid to the City within ten (10) days of being so levied. Failure to pay any Noncompliance Fees when due shall entitle the City to exercise its remedies under Section 7.2 of this Agreement including, without limitation, with respect to an unpaid Noncompliance Fee levied in connection with the construction of On-Site Project Infrastructure, the right to terminate the entire Agreement.

So long as such Default was not intentional, any Noncompliance Fee Default which cannot be cured after-the-fact (*i.e.*, failure to participate in a "First Source" hiring program, failure to participate in a scheduled job fair and failure to post all job opportunities at

the Employment Registration Office) shall be deemed cured if the defaulting party has not previously committed the same Noncompliance Fee Default and compliance is demonstrated by the defaulting party at the next available opportunity to do so (*i.e.*, qualified Long Beach residents and qualified Jobs Initiative program graduates are prioritized for hiring on the next major contractor or subcontractor job openings, the defaulting major contractor or subcontractor participates in the next scheduled job fair, or the defaulting major contractor or subcontractor posts the next available job opportunities at the Employment Registration Office).

So long as such Default was not intentional, a cure for a failure to include the Hiring Preference Provision in a major contractor or subcontractor agreement shall be deemed to have occurred if the defaulting party amends the subject agreement to include the Hiring Preference Provision within thirty (30) days of discovery of the omission, or, if the defaulting party is unable to amend the subject agreement to include the Hiring Preference Provision within thirty (30) days of discovery of the omission and the defaulting party has not previously committed the same Noncompliance Fee Default, the defaulting party includes the Hiring Preference Provision in the next agreement with a major contractor or subcontractor in which such defaulting party enters. Copies of all Company or owner/builder contracts with any major contractor and all contracts between any major contractor and subcontractor shall be provided to the Jobs Captain within fifteen (15) days of execution to confirm the inclusion of the Hiring Preference Provision.

8.19.7.4 Major Contractor or Subcontractor Defined. For the purpose of the construction of On-Site Project Infrastructure, a “major contractor or subcontractor” shall be the general contractor or a first tier subcontractor performing such construction.

8.19.7.5 Dry Utilities Not Included in On-Site Project Infrastructure. Solely for purposes of Section 8.19, Dry Utilities, as defined below, shall not be included in the definition of On-Site Project Infrastructure. “Dry Utilities” shall mean electricity, street lights, telephone, gas, cable television, private communication systems, franchise communications systems, and environmental remediation systems.

8.20 Regulation by Other Public Agencies.

It is acknowledged by the Parties that other public agencies not subject to control by City possess authority to regulate aspects of the Development of the Property, and this Agreement does not limit the authority of such other public agencies.

8.21 Vesting Tentative Maps.

If any tentative or final map, or tentative or final parcel map, heretofore or hereafter approved in connection with Development of the Property, is a vesting map under the Subdivision Map Act (Government Code section 66410, et seq.), and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants to Company a vested right to develop, then and to that extent the rights and protection afforded Company under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, Development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

8.22 Pre-Existing Rights of First Refusal and Use Restrictions.

Upon completion of the Phase 1 On-Site Roadway Infrastructure as set forth in Section 2.4.2 and shown on Exhibit "E-1", hereto, including that portion of Cover Street that is part of the Phase 1 On-Site Roadway Infrastructure, City shall waive, in a recordable instrument or document in the form attached as Exhibit "L" hereto, any of its interests in or rights under the existing right of first refusal as well as any use restrictions over a portion of the Property (collectively, the "Pre-Existing Rights") contained in those Corporation Grant Deeds recorded in Los Angeles County as instrument numbers 81-1260432 and 81-1260433, Official Records. The City further acknowledges that none of the construction activities necessary to complete the Phase 1 On-Site Roadway Infrastructure shall be deemed to be inconsistent with the Pre-Existing Rights and City reserves the right to waive, should it later elect in its sole discretion to do so, any of the Pre-Existing Rights prior to completion of the Phase 1 On-Site Roadway Infrastructure.

8.23 Public Financing Districts

8.23.1 2007 CFD.

8.23.1.1 **Establishment of 2007 CFD.** At the request of Company, City has established the City of Long Beach Community Facilities District No. 2007-1 (Douglas Park – Commercial Area) (the “2007 CFD”) pursuant to the Long Beach Special Tax Financing Improvement Law, being Section 3.52.511 of the Long Beach Municipal Code (the “CFD Law”), and in accordance with City’s Local Goals and Policies for Community Facilities Districts Related to Commercial Development adopted by the City Council on December 21, 1999 (as in effect on the date of formation of the 2007 CFD, the “CFD Goals and Policies”). The 2007 CFD is comprised of Improvement Area A (“Area A of the 2007 CFD”), which includes approximately 68.25 acres of the Property located south of Cover Street and identified generally as Blocks 1-5; and Improvement Area B (“Area B of the 2007 CFD”), which includes approximately 47.00 acres of the Property located south of Cover Street and identified generally as the Enclave.

The 2007 CFD allows for the levy by the City of an annual special tax on real property in Area A of the 2007 CFD consisting of a “Special Tax A” to be used to fund an “Annual Special Tax Requirement for Facilities,” and a “Special Tax B” to fund an “Annual Special Tax Requirement for Services,” all as specified in the Rate and Method of Apportionment of Special Taxes (the “RMA for Area A of the 2007 CFD”) approved in the proceedings to form the 2007 CFD. The Rate and Method of Apportionment of Special Taxes for Area B of the 2007 CFD (the “RMA for Area B of the 2007 CFD”) contains provisions similar to those of the RMA for Area A of the 2007 CFD.

Area A of the 2007 CFD and Area B of the 2007 CFD are authorized to finance various public facilities (the “2007 CFD Facilities”) specified in the proceedings to form the 2007 CFD. City and Company have entered into an Acquisition Agreement, dated as of July 1, 2007 (the “2007 Acquisition Agreement”), pursuant to which Company has constructed the 2007 CFD Facilities identified in Exhibit B to the 2007 Acquisition Agreement, and City has agreed to acquire those facilities from Company with proceeds of bonds issued by the City for Area A of

the 2007 CFD or Area B of the 2007 CFD, and with proceeds of Special Tax A levied in Area A of the 2007 CFD and proceeds of Special Tax A levied in Area B of the 2007 CFD.

Pursuant to the proceedings to establish the 2007 CFD, the City is authorized to issue up to \$16,000,000 principal amount of bonds to be repaid from proceeds of the Special Tax A levied in Area A of the 2007 CFD (the "2007 Area A Bonds"), and to issue up to \$13,500,000 principal amount of bonds to be repaid from the proceeds of the Special Tax A levied in Area B of the 2007 CFD (the "2007 Area B Bonds"). On July 31, 2007, the City issued \$15,115,000 principal amount of the 2007 Area A Bonds, the net proceeds of which were deposited to an Acquisition Account under a Fiscal Agent Agreement pursuant to which the 2007 Area A Bonds were issued, in order to provide funds to acquire 2007 CFD Facilities from Company pursuant to, and subject to the terms of, the 2007 Acquisition Agreement.

Area A of the 2007 CFD also is authorized to fund various municipal services (the "Area A 2007 CFD Services"), and Area B of the 2007 CFD also is authorized to fund various municipal services (the "Area B 2007 CFD Services"), each as specified in the proceedings to form the 2007 CFD. The Area A 2007 CFD Services are to be funded with the proceeds of the Special Tax B levied in Area A of the 2007 CFD, and the Area B 2007 CFD Services are to be funded with the proceeds of Special Tax B levied in Area B of the 2007 CFD.

8.23.1.2 Alterations to Area B of the 2007 CFD. At the written request of Company, and provided that Company advances from time to time such amounts as City reasonably requires to pay for costs of City Staff and outside consultants in connection with such actions (which advances are subject to reimbursement, without interest, from the proceeds of the 2007 Area B Bonds (as defined herein) promptly following the issuance of the first series of the 2007 Area B Bonds), City agrees to undertake and diligently process proceedings under the CFD Law to make changes (a) to the RMA for Area B of the 2007 CFD, including but not limited to changes to the maximum special tax rates, the establishment of separate tax zones and/or different classes of property subject to different tax rates, all as applicable to property within Area B of the 2007 CFD, (b) to increase or decrease the authorized bonded indebtedness for

Area B of the 2007 CFD, or (c) to annex property to or to remove property from Area B of the 2007 CFD. Company understands that any such changes will be subject to a public hearing requirement under the CFD Law. City will not object to any such changes, so long as the RMA for Area B of the 2007 CFD, after such changes, remains in compliance with any applicable provisions of the CFD Law and the CFD Goals and Policies, and City's ability to levy and collect Special Tax B in the aggregate amount authorized by the RMA for Area B of the 2007 CFD is not adversely impacted by any such change. In addition, any proposed changes to the definition "Administrative Expenses," "Annual Special Tax Requirement for Services" or "Services," or to the maximum special tax rate for Special Tax B and the escalation and method of apportionment of Special Tax B, all as set forth in the RMA for Area B of the 2007 CFD, will be subject to the approval of City in its sole and absolute discretion. If any such written request for changes described above is delivered to City following the issuance of any 2007 Area B Bonds (as described in Section 8.23.1.3 below), the changes shall not adversely affect the outstanding 2007 Area B Bonds or interfere with the timely repayment of the 2007 Area B Bonds, as determined by City.

Notwithstanding the foregoing, the City intends to undertake proceedings under the CFD Law to alter the municipal services authorized to be funded by the Special Tax B to be levied pursuant to the RMA for Area B of the 2007 CFD. In particular, the City expects to proceed to alter the description of such services to: (a) delete the following sentence: "Any services to be funded by Improvement Area B will be in addition to those provided in the territory of Improvement Area B before the date of creation of Improvement Area B, and will not supplant services already available within that territory when Improvement Area B was created."; and (b) add the following sentence: "The services may be provided in the area within and adjacent to Douglas Park, as identified in the Amended and Restated Development Agreement by and between the City of Long Beach and McDonnell Douglas Corporation, or in respect of any public improvements or facilities to be constructed pursuant to such Amended and Restated Development Agreement." Company agrees to vote in favor of the foregoing alteration

to the description of services eligible to be funded by Area B of the 2007 CFD, and to require any transferee of property located within Area B of the 2007 CFD to vote in favor of such alteration.

8.23.1.3 2007 Area B Bonds. Upon the written request of Company, City agrees to issue one or more series of 2007 Area B Bonds, subject to the provisions of Section 3.02 of the 2007 Acquisition Agreement, and so long as (a) the aggregate principal amount of the 2007 Area B Bonds does not exceed \$13,500,000, (b) a portion of the proceeds of the 2007 Area B Bonds are used to establish a bond reserve fund in an amount equal to the least of ten percent (10%) of the initial principal amount of the 2007 Area B Bonds, one hundred twenty-five percent of average annual debt service on the 2007 Area B Bonds or maximum annual debt service on the 2007 Area B Bonds, (c) the term of any series of the 2007 Area B Bonds is not in excess of 31 years, unless otherwise agreed to by City, and (d) any applicable requirements of the CFD Law and the CFD Goals and Policies are satisfied. Notwithstanding the foregoing, City's obligation to sell and issue 2007 Area B Bonds shall be suspended during any period when marketing conditions render the issuance economically infeasible and City shall have no liability or responsibility to Company with respect to the timing of the bond issuance so long as City proceeds in good faith and in accordance with this Agreement, the CFD Law and the CFD Goals and Policies. Once marketing conditions improve or as the parties otherwise agree, City shall proceed with reasonable diligence to issue the 2007 Area B Bonds. The net proceeds of any 2007 Area B Bonds shall be deposited to an Improvement Fund as defined in, and to be used in accordance with, the 2007 Acquisition Agreement.

At the written request of City, Company promptly will advance from time to time such amounts as City reasonably requires to pay for costs of City Staff and outside consultants to issue the 2007 Area B Bonds that must be paid or incurred prior to such issuance, and to cover any other costs or expenses to be incurred by City in connection with such issuance prior to the delivery of the 2007 Area B Bonds, subject to reimbursement, without interest, from the proceeds of the 2007 Area B Bonds promptly following the issuance of the first series of the

2007 Area B Bonds. The City shall select the consultants it will engage in connection with the issuance of the 2007 Area B Bonds, to include any of the consultants used by it in connection with the issuance of the 2007 Area A Bonds, or such other consultants as it shall determine, following consultation with Company, in City's discretion.

8.23.2 North of Cover CFD.

8.23.2.1 Establishment of North of Cover CFD. As soon as practicable following the execution of this Agreement, City will commence proceedings to establish a new community facilities district pursuant to the CFD Law, and in accordance with the CFD Goals and Policies (the "North of Cover CFD"). The territory to be included in the North of Cover CFD shall include the approximately 81.80 acres of the Property located north of Cover Street. At the written request of Company provided prior to the formation of the North of Cover CFD, the North of Cover CFD shall include one or more improvement areas (each an "Improvement Area"), as described in Section 3.52.565 of the CFD Law and identified by Company in its written request, so long as City reasonably determines that its ability to levy and collect a Special Tax B from the area within the North of Cover CFD (as described in Section 8.23.2.2 below) is not adversely impacted. Company agrees to vote in favor of the establishment of the North of Cover CFD, so long as it conforms to the requirements described in Sections 8.23.2.2 and 8.23.2.3 below.

At the written request of City, Company promptly will advance from time to time such amounts as City reasonably requires to pay for costs of City Staff and outside consultants to establish the North of Cover CFD, and to cover any other costs or expenses to be incurred by City in connection with such formation, subject to reimbursement, without interest, from the proceeds of Additional CFD Bonds (as defined in Section 8.23.2.3 below) promptly following the issuance of the first series of such Additional CFD Bonds. The City shall select the consultants it will engage in connection with the formation of the North of Cover CFD, to include any of the consultants used by it in connection with the formation of the 2007 CFD, or

such other consultants as it shall determine, following consultation with Company, in City's discretion.

8.23.2.2 RMA for North of Cover CFD. The Rate and Method of Apportionment of Special Taxes for the North of Cover CFD and any Improvement Area therein (the "RMA for the North of Cover CFD") shall be structured in a manner substantially similar to the RMA for Area A of the 2007 CFD and the RMA for Area B of the 2007 CFD including the terms, or as otherwise provided, as follows:

(a) the RMA for the North of Cover CFD shall allow for, in any event: (i) the levy of a Special Tax B to fund services authorized to be funded by the North of Cover CFD, as described in Section 8.23.2.4 below; (ii) a maximum Special Tax B initially equal to \$1,026.30 per acre (such amount being reduced from the amount of the initial Special Tax B in the 2007 CFD by reason of Company's agreement to make an additional contribution of \$1,000,000 for infrastructure improvements anywhere in City, pursuant to Section 8.46 below); (iii) annual increases in Special Tax B each fiscal year in the same manner as the Special Tax B in the RMA for Area A of the 2007 CFD escalates (as set forth in Section 3.C. thereof), commencing with the July 1 first occurring subsequent to the establishment of the North of Cover CFD; (iv) an Annual Special Tax Requirement for Services, a method of apportionment for Special Tax B and categories of exemptions from the levy of Special Tax B, all equivalent to those set forth in the RMA for Area A of the 2007 CFD; (v) the levy of Special Tax B to commence in the fiscal year following the completion of any of the public improvements required by this Agreement to be constructed within or adjacent to the territory included in the North of Cover CFD, and thereafter in perpetuity, and (vi) the Special Tax B shall not be subject to prepayment in whole or in part;

(b) the RMA for the North of Cover CFD shall allow for a method of apportionment of a Special Tax A as described in Section 4.A. of the RMA for Area A of the 2007 CFD; provided, however: (i) the City shall levy Special Tax A annually on "Developed Property" at one hundred percent (100%) of the maximum special tax rate for Special Tax A (regardless of debt service on the Additional CFD Bonds) until the earlier of (A) payment in full

to Company for the acquisition price of all facilities authorized to be funded by the North of Cover CFD that have been constructed by or on behalf of the Company (the "Additional Facilities"), consistent with the provisions of an acquisition agreement for the North of Cover CFD between City and Company with substantially the same provisions as those of the 2007 Acquisition Agreement (the "North of Cover Acquisition Agreement"), or (B) the date which is 40 years after the date of formation of the North of Cover CFD; and (ii) the proceeds of the levy of Special Tax A in excess of the amount needed to pay for items of the character described in clauses (i), (ii), (iii) and (iv) of the definition "Annual Special Tax Requirement for Facilities" in the RMA for Area A of the 2007 CFD, shall be used to pay the acquisition costs of Additional Facilities pursuant to the North of Cover Acquisition Agreement; and

(c) at the written request of Company, and so long as the same does not conflict with the provisions of the CFD Law or the CFD Goals and Policies, or City's ability to levy and collect a Special Tax B as described in subparagraph (a) above, the RMA for the North of Cover CFD shall provide for: (i) different tax zones to include such territory within the North of Cover CFD as Company shall specify, (ii) maximum Special Tax A annual rates for such classes of property (and for any tax zones) as Company shall specify, considering applicable market tolerance for special tax encumbrances after including the maximum amount of Special Tax B described in clause (a) above, and (iii) escalation of maximum special tax rates for a Special Tax A as requested by Company, not in excess of the escalation for Special Tax A set forth in Section 3.C. of the RMA for Area A of the 2007 CFD.

At the written request of Company, City agrees to undertake and diligently process proceedings under the CFD Law to make changes to (a) the RMA for the North of Cover CFD or any Improvement Area thereof, including but not limited to changes to the maximum special tax rates, the establishment of separate tax zones and/or different classes of property subject to different tax rates, all as applicable to property within the North of Cover CFD, (b) to increase or decrease the authorized bonded indebtedness for the North of Cover CFD or any Improvement Area thereof, or (c) to annex property to or to remove property from the North of

Cover CFD or any Improvement Area thereof. Company understands that any such changes will be subject to a public hearing requirement under the CFD Law. City will not object to any such changes, so long as the RMA for the North of Cover CFD, after such changes, remains in compliance with any applicable provisions of the CFD Law and the CFD Goals and Policies, and City's ability to levy and collect Special Tax B in an aggregate amount contemplated by clause (a) of the first paragraph of Section 8.23.2.2 above. In addition, any proposed changes to the definition "Administrative Expenses," "Annual Special Tax Requirement for Services" or "Services," or to the maximum special tax rate for Special Tax B and the escalation and method of apportionment of Special Tax B, all as described in clause (a) of the preceding paragraph, will be subject to the approval of City in its sole and absolute discretion. If any such written request for changes described above is delivered to City following the issuance of any Additional CFD Bonds (as described in Section 3.23.2.3 below), the changes shall not adversely affect the outstanding Additional CFD Bonds or interfere with the timely repayment of the Additional CFD Bonds, as determined by City.

8.23.2.3 Additional CFD Bonds and Additional CFD Facilities. The North of Cover CFD shall be authorized to: (a) incur bonded indebtedness in a principal amount requested by Company (but not in excess of an amount reasonably necessary to finance the Additional Facilities) ("Additional CFD Bonds"); (b) finance such Additional Facilities as requested by Company, wherever located, so long as such Additional Facilities include only (i) 2007 CFD Facilities not financed with proceeds of 2007 Area A Bonds or 2007 Area B Bonds, and (ii) any other public improvements or facilities that Company is obligated to construct, contribute to the cost of or install pursuant to this Agreement, provided that in any event such improvements or facilities are eligible to be financed by the North of Cover CFD under Section 3.52.517 of the CFD Law; (c) if, at the request of Company, Improvement Areas are to be established in the North of Cover CFD, each Improvement Area shall be eligible to finance all, or such portion of the Additional Facilities as Company shall request; and (d) subject to applicable federal tax law, the CFD Law and the North of Cover Acquisition Agreement,

reimburse Company from proceeds of Additional Bonds or Special Tax A levied in the North of Cover CFD for costs incurred or fees paid by Company for administration, design and construction of the Additional Facilities prior to the issuance of Additional Bonds and the levy of a Special Tax A in the North of Cover CFD.

If Company elects to have the North of Cover CFD be authorized to issue the Additional Bonds as described in the preceding paragraph, upon the written request of Company, City agrees to issue one or more series of Additional CFD Bonds, so long as (a) the aggregate principal amount of the Additional CFD Bonds does not exceed the bonded indebtedness limit for the North of Cover CFD (described in clause (a) of the preceding paragraph), (b) City and Company enter into the North of Cover Acquisition Agreement at or prior to the date of issuance of any such Additional CFD Bonds, (c) a portion of the proceeds of the Additional CFD Bonds are used to establish a bond reserve fund in an amount equal to the least of ten percent (10%) of the initial principal amount of the Additional CFD Bonds, one hundred twenty-five percent of average annual debt service on the Additional CFD Bonds or maximum annual debt service on the Additional CFD Bonds, (d) the term of each series of the Additional CFD Bonds is not in excess of 31 years, unless otherwise agreed to by City, and (e) any applicable requirements of the CFD Law and the CFD Goals and Policies are satisfied. Notwithstanding the foregoing, City's obligation to sell and issue Additional CFD Bonds shall be suspended during any period when marketing conditions render the issuance economically infeasible and City shall have no liability or responsibility to Company with respect to the timing of the bond issuance so long as City proceeds in good faith and in accordance with this Agreement, the CFD Law and the CFD Goals and Policies. Once marketing conditions improve, City shall proceed with due diligence to issue the Additional CFD Bonds. The net proceeds of any Additional CFD Bonds shall be deposited to an Improvement Fund as defined in, and to be used in accordance with, the North of Cover Acquisition Agreement.

At the written request of City, Company promptly will advance from time to time such amounts as City reasonably requires to pay for costs of City Staff and outside consultants to

issue the Additional CFD Bonds that must be paid or incurred prior to such issuance, and to cover any other costs or expenses to be incurred by City in connection with such issuance prior to the delivery of the Additional CFD Bonds, subject to reimbursement, without interest, from the proceeds of the Additional CFD Bonds promptly following the issuance of the first series of the Additional CFD Bonds. The City shall select the consultants it will engage in connection with the issuance of the Additional CFD Bonds, to include any of the consultants used by it in connection with the issuance of the 2007 Area A Bonds, or such other consultants as it shall determine, following consultation with Company, in City's discretion.

8.23.2.4 Authorized Services for North of Cover CFD. The North of Cover CFD shall be authorized to fund municipal services substantially the same as those authorized to be funded by Area B of the 2007 CFD, following the alteration of the RMA for Area B of the 2007 CFD (as described in the second paragraph of Section 8.23.1.2 above).

8.23.3 Failure to Form North of Cover CFD.

8.23.3.1 No City Obligation to Issue Certificates of Occupancy. In the event that City takes all actions necessary to establish the North of Cover CFD with an authorized Special Tax B (consistent with the provisions described in clause (a) of the first paragraph of Section 8.23.2.2 above), an authorized Special Tax A (consistent with the provisions of clause (b) and (c) of the first paragraph of Section 8.23.2.2 above), and an authorized bonded indebtedness limit and facilities eligible to be funded (consistent with the provisions of Section 8.23.2.3 above), but is unable to establish the North of Cover CFD due to inaction by Company or a failure by Company (or any successor owner of the Property to be included in the North of Cover CFD, as described in Section 8.23.2.1 above) to vote in favor of the establishment of the North of Cover CFD and the levy of Special Tax B therein, City shall not be obligated to issue certificates of occupancy for any structures in the area to be included in the North of Cover CFD until such action, inaction or failure to vote has been cured.

8.23.3.2 No Further City Funds or Levy of Special Tax B. In the event that (a) Company advances funds as described in the third paragraph of Section 8.23.2.3 above,

(b) Company has voted in favor of the establishment of the North of Cover CFD (or is prepared to do so if requested), and (c) so long as Company has not otherwise prevented the formation of the North of Cover CFD (so long as such formation is consistent with the provisions of Section 8.23.2 above), and nevertheless City willfully fails to (i) conduct the formation proceedings for the North of Cover CFD consistent with Company's written request and the requirements of Sections 8.23.2.2 and 8.23.2.3 above, (ii) adopt an ordinance levying Special Tax A in the North of Cover CFD in the amounts and manner approved by the qualified electors, and (iii) authorize the bonded indebtedness in the amount approved by the qualified electors within the North of Cover CFD, and City does not cure such failures after written notice thereof from Company within the period provided in Section 7.3 below, City shall not be authorized to levy any special tax for the funding of municipal services in the area to be included in the North of Cover CFD (including but not limited to any Special Tax B) until such default is cured, and City shall not be entitled to receive any further payments under Section 8:46 of this Agreement below until such failures have been cured.

8.23.4 Miscellaneous Financing District Provisions.

8.23.4.1 No Other Public Financing Districts. City agrees not to establish any Public Financing District that includes the portion of the Property to be included in the North of Cover CFD to finance services described in Section 8.23.2.4, except for the North of Cover CFD described in Section 8.23.2 above. The foregoing sentence shall not restrict in any way City's ability to establish landscape and lighting and other municipal districts that apply generally to the area in which the Property is located, to finance other municipal services.

8.23.4.2 No Reduction in Special Tax A. The City hereby finds and determines that (i) historically, delinquencies in the payment of special taxes authorized pursuant to the CFD Law in community facilities districts have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of the principal of and interest on the outstanding bonded indebtedness of such community facilities districts, and (ii) the levy and application of Special Tax A pursuant to the RMA for the North of

Cover CFD is consideration for the obligations of Company under this Agreement and such special taxes have been pledged to the payment of the costs of the Additional Facilities. For these reasons, the City hereby determines that a reduction in the maximum special tax rates authorized to be levied on parcels in the North of Cover CFD could interfere with the timely retirement of all series of the Additional CFD Bonds as well as the contractual obligations City has with Company to use the proceeds of the Additional CFD Bonds and Special Tax A to finance the Additional Facilities. Accordingly, City will not initiate proceedings under the CFD Law or otherwise to reduce the maximum Special Tax A in Area A of the 2007 CFD, Area B of the 2007 CFD, or in the North of Cover CFD (once it has been established, and if Company has otherwise elected to authorize the North of Cover CFD to finance facilities), unless requested to do so by Company, or its successors or assigns. City will not, pursuant to any such proceedings, approve a reduction in any maximum Special Tax A in (a) Area A of the 2007 CFD or in Area B of the 2007 CFD until all of the 2007 CFD Facilities to be constructed by or on behalf of Company under the 2007 Acquisition Agreement have been acquired and Company has been paid the purchase prices for such 2007 CFD Facilities as required by the 2007 Acquisition Agreement; or (b) the North of Cover CFD until all of the Additional CFD Facilities to be constructed by or on behalf of Company under any North of Cover Acquisition Agreement have been acquired and Company has been paid the purchase prices for such Additional CFD Facilities as required by the North of Cover Acquisition Agreement. Any reduction in maximum special tax rates in Area A of the 2007 CFD, Area B of the 2007 CFD or the North of Cover CFD will, in any event, be subject to the applicable provisions of Subdivision 3 of the CFD Law.

8.23.4.3 Use of Reserve Fund Earnings. Any earnings on amounts in the reserve fund established for any Additional CFD Bonds (as described in clause (c) of the second paragraph of Section 8.23.2.3 above) and 2007 Area B Bonds prior to the payment to Company of the purchase prices of the Additional CFD Facilities and 2007 CFD Facilities, respectively, to be constructed by or on behalf of Company under and as such payment is provided for in the North of Cover Acquisition Agreement and the 2007 Acquisition Agreement,

will be added to the funds available to pay the purchase prices of the Additional CFD Facilities and 2007 CFD Facilities, respectively, so long as the amount in such reserve fund is otherwise at its required amount, as specified in the fiscal agent agreement or other document pursuant to which the Additional CFD Bonds and 2007 Area B Bonds are issued.

8.24 Maintenance of Public Improvement Facilities.

Subject to the provisions of Section 2.4.3 above and the obligation of the Company and its successors and assigns to maintain the Privately Maintained Publicly Accessible Infrastructure and all Project private streets, the City agrees that any remaining Public Improvement Facilities accepted by the City shall, following such acceptance, be maintained by the City. Maintenance of all Public Improvement Facilities, whether by Company and its successors and assigns or by City, shall survive termination of this Agreement.

8.25 Community Open Space

The Project will contain two (2) fixed location Community Open Spaces, (Donald Douglas Plaza and Jansen Green and four (4) open spaces at conceptual locations), (with the final locations of such four (4) additional open spaces being determined during the Site Plan Review process in accordance with the provisions PD-32 North and PD-32 South). Donald Douglas Plaza shall be located on the City Parcel described in Exhibit "M" hereto. The Community Open Spaces are more specifically identified and described in Exhibit "E-2" attached hereto.

8.25.1 Donald Douglas Plaza . Donald Douglas Plaza shall consist of approximately four tenths (0.4) gross acres. The City shall provide a graded site and the Company shall reimburse the City for the cost thereof. Donald Douglas Plaza shall be fully improved in accordance with existing City-approved plans, including provision for public access, and the improvements thereon dedicated to and accepted by the City no later than 15 months after the completion of the City grading of the site. Such grading shall be completed in accordance with reasonable grading acceptance conditions to be established by City and Company prior to commencement of such grading work provided such acceptance conditions

shall be limited to customary and reasonable requirements consistent with generally applicable industry standards. The construction of Donald Douglas Plaza shall occur pursuant to a right of entry agreement between City and Company in the form attached hereto as Exhibit "N."

8.25.2 Jansen Green. Jansen Green shall consist of approximately two and two tenths (2.2) gross acres, including Segment 2 of the Bike Path. Jansen Green shall be fully improved and completed in accordance with City-approved plans not later than the earliest of the following: (i) construction of Brizendine Avenue; (ii) issuance of a Certificate of Occupancy for any building located adjacent to or directly across the street from Jansen Green; or (iii) issuance of Certificate(s) of Occupancy for more than 500,000 square feet of cumulative improvements within Sub Areas 2 and 3.

8.25.3 Community Open Space Plans; Indemnity; Impact Fees. Improvement of all Community Open Space shall be in accordance with plans and specifications therefor to be approved by the City. Company shall, without reimbursement from the City, prepare, develop, and process for City approval such plans prior to construction of each Community Open Space. In connection with preparation of those plans and as a part thereof, the City and Company shall also develop a mutually acceptable vehicular parking plan to allow full access to and use of the Community Open Space and to adequately service the Community Open Space. In connection with improvement of Jansen Green, Company shall offer to provide, or shall cause the Association to offer to provide, to the City an indemnity in form and substance reasonably acceptable to the City, indemnifying, defending and holding the City, the City Agencies, the City Representatives and their successors and assigns harmless from any claims, causes of action or Liabilities resulting from any hazardous substances or materials located on, under or adjacent to the Community Open Space property in the event that City accepts delivery of the Community Open Space property except to the extent any such hazardous substances, materials or related contamination was caused by the City, the City Agencies, or the City Representatives. The CC&Rs shall (a) obligate the Association to maintain the Community Open Space in good condition and repair in perpetuity in accordance with minimum City standards at the sole

expense of the Association and without cost or expense to the City; and (b) require that the Community Open Space, even if not accepted by the City, remain open for public use in accordance with the provisions set forth in Section 8.25.4. Notwithstanding anything herein to the contrary, City reserves the right to refuse any offer of dedication of any proposed Community Open Space if the City so elects in its discretion; provided, however, that in that event, so long as Company has completed improvement of the Community Open Space in accordance with all City-approved plans and specifications, public access and parking has been provided for the Community Open Space as contemplated herein, Company has completed any required remediation with respect to the Community Open Space site, including, without limitation, obtaining a no further action letter from all applicable governmental authorities, Company or the Association has offered to provide the required indemnity to the City, Company has established the required provisions for Maintenance of the Community Open Space by the Association, and the Community Open Space areas are required to remain open and available for public use, the City's election not to accept title to the Community Open Space shall not constitute a breach of this Agreement by the Company or constitute a failure by the Company to perform its Community Open Space obligation hereunder. In the event and to the extent that City does not accept delivery of Jansen Green], no indemnity of the City shall be required under this Section with respect to Jansen Green.

8.25.4 Maintenance Responsibilities in Event of City's Failure to Accept Community Open Space.

In the event that City does not accept any of the Community Open Space Company, at its sole cost and expense, shall be required to maintain the Community Open Space as privately maintained space available and open for public use in accordance with minimum City standards established in the CC&Rs. Such obligation may be assigned to the Association pursuant to the CC&Rs or another recorded instrument approved by City as provided by Section 2.4.3, but such assignment shall not waive or limit such Maintenance standards or affect in any way the requirement that the Community Open Space remain open for public use.

8.26 Use of City Property for Community Open Space Improvements.

As set forth in Section 8.25 above, in connection with development of the Phase 1 Project Infrastructure, the Company, at its sole cost and expense, shall improve the City Parcel as a public Community Open Space in accordance with existing City-approved plans and specifications, including, if City so elects, integration of such Community Open Space into the City bike path system; provided, however, that Company shall have no responsibility for remediation of any pre-existing hazardous materials located on or under the City Parcel for which neither the City, nor Company, nor Company's predecessors-in-interest are legally responsible. Company's improvement of the City Parcel as provided in this Section shall satisfy Company's Donald Douglas Plaza obligation under Section 8.25 above.

8.27 Transportation Demand Management Program.

The City shall cooperate with Company at no cost to the City in the implementation of transportation demand management actions and measures from the menu of actions and measures set forth in the Transportation Demand Management ("TDM") program, as required by the Mitigation Monitoring Program. Subject to the Reserved Powers, the City agrees that so long as Company conforms to the TDM program required by the Mitigation Monitoring Program with respect to the Project, the Project will not be subject to any other City-imposed transportation demand management measures during the Term of this Agreement.

8.28 Transportation Improvements.

In addition to any TDM measures implemented with respect to the Project, the Project will incorporate the Transportation Improvements to service the Project and to reduce Project-related and regional background traffic impacts within the Project area. In the event any specific Transportation Improvement is constructed by a private entity other than Company, its successors or assigns, that specific Transportation Improvement mitigation requirement will be deemed to have been satisfied and no additional mitigation or cost will be required from Company for that Transportation Improvement. In the event that public funds (including, but not limited to, Federal or State government or third party funds received by the City, but not

including any City Funds) for a Transportation Improvement come from sources not related to Company or the Project, that specific Transportation Improvement mitigation requirement also will be deemed to have been satisfied and no additional mitigation or cost will be required from Company for that Transportation Improvement. The City and Company may agree to jointly pursue other public funds for Transportation Improvement(s). If so, City and Company agree that pursuit of said public funds shall be at the sole risk and expense of the Company and that the Company shall not pursue funding otherwise available to the City for transportation purposes by formula or through the competitive process of the Los Angeles Metropolitan Transportation Authority. If City Funds are used for a Transportation Improvement, additional mitigation or cost may be required from Company by City in an amount equal to those City Funds for enhancement of that Transportation Improvement or for additional transportation improvements. In the event a Transportation Improvement or related transportation requirement is rejected by a jurisdiction where such Improvement or requirement is located, a mitigation measure of reasonably similar cost and effectiveness may be substituted as City shall direct. If no feasible measure of reasonably similar cost and effectiveness can be identified, then an in-lieu payment in the amount of the cost of the original improvement shall be made to the City's Traffic Mitigation Program Fund. The cost of the original improvement shall be determined by a Project Study Report or equivalent document acceptable to the City's Director of Public Works.

If a regional or subregional transportation improvement program which contains, in whole or in part, the Project's Transportation Improvements is implemented or caused to be implemented by Company, Caltrans or any other public agency, or a combination of the foregoing entities without use of City Funds, Company will be excused from implementing any such Transportation Improvements once such transportation improvements are constructed pursuant to that program. In addition, if a regional or subregional transportation improvement program, which also mitigates Project traffic impacts, is implemented or caused to be implemented by Company, Caltrans or any other public agency, or a combination of the foregoing entities without use of City Funds, Company shall receive credit for such mitigation

and will be excused from implementing any Transportation Improvements that were designed to mitigate such Project traffic impacts.

In the event that the Project is proceeding with timely preparation of plans and attempting to obtain approvals and permits for Transportation Improvements, and delays are encountered which the Parties mutually agree are beyond the control of the Company, no building permits or certificates of occupancy will be withheld by the City as a result of such delays. As to improvements not within the sole jurisdiction of the City of Long Beach, once the Company has suitably guaranteed (through a performance bond or other security reasonably satisfactory to the City) the development of a Transportation Improvement (other than a Transportation Improvement included in the On-Site Project Infrastructure Phasing Plan) required to be implemented during a particular improvement phase of the Project, as described in Exhibit "F" to this Agreement, and if the Parties mutually agree implementation of such Transportation Improvement has been delayed for reasons beyond the control of the Company, the Company shall be entitled to a certificate of occupancy for any building that will generate Peak Hour trips which trigger such Transportation Improvement notwithstanding the delay in the construction thereof.

8.29 Project Trip Cap; Trip Generation; Trip Equivalency and Transportation Improvements Phasing.

The Project Trip Cap is five thousand eight hundred seventy-two (5,872) Peak-Hour trips. If the calculated Project trip generation exceeds such Trip Cap, no Project building permit shall be issued until the Company demonstrates that any trips in excess of such Trip Cap will be eliminated or the impacts of such excess trips are mitigated to the satisfaction of the City Traffic Engineer.

Implementation of the Transportation Improvements shall be triggered according to the calculated Project Peak Hour trip generation. The calculated Project Peak Hour trip generation shall be based on the Project Trip Generation Rates of Proposed Uses shown in Table F-1 of Exhibit "F", including trip generation credit for demolished buildings that have

occurred or are expected to occur on or after October 1, 2002, as documented by the Company and as shown in Table F-1 of Exhibit "F". If more current trip generation rates applicable to the Project uses are available and have been published in the Institute of Transportation Engineers ("ITE") Trip Generation manual, the City Traffic Engineer shall have the option of using the more current ITE rates in calculating the Project Peak Hour trip generation. Where development flexibility is allowed, such flexibility shall be based on the Project Trip Generation Equivalency Rates for Proposed Uses shown in Table F-2 of Exhibit "F". For allowable Project uses that are difficult to categorize according to Table F-1 or Table F-2 of Exhibit "F", the City Traffic Engineer shall use reasonable methods to establish the appropriate trip generations or equivalencies for those uses.

The schedule for the implementation of the Transportation Improvements shall be based on the Transportation Improvements and Phasing Program shown in Exhibit "F". The Company may voluntarily advance the implementation of any Transportation Improvement.

8.30 Project Assistance for Affordable Housing.

The Project contributed to the affordable housing goals of the City through the payment by Company to the City's Housing Development Fund of two hundred fifty thousand dollars (\$250,000) at the time of execution of the original version of this Agreement (the "Housing Payment") for application by the City in such manner as it shall determine appropriate, in its sole discretion, towards the City's existing and future affordable housing programs and costs.

The Parties acknowledge and agree that the payment made by Company pursuant to this Section is a fee collected under a development agreement adopted pursuant to the Development Agreement Act for purposes of Government Code section 66000 *et seq.* (the "Mitigation Fee Act"), and that such fee is therefore exempt from the Mitigation Fee Act, except as provided in section 65865(e) of the Development Agreement Act.

8.31 School Agreement.

Company shall cause Boeing to comply with the terms of the School Agreement.

8.32 Airport Compatibility Measures.

The CC&Rs and any deed conveying all or a portion of the Property after the Effective Date shall contain a statement in substantially the following form:

The subject property is located in the immediate vicinity of Long Beach Airport – Daugherty Field (the “Airport”), which is a public use commercial airport serving the general public. As a result, owners and occupants of the subject property are routinely subject to noise, dust, fumes and other effects from the operation of aircraft at, to and from the Airport. Aircraft using the Airport may routinely use the airspace above or in the vicinity of the subject property. The volume of aviation activity and resulting effects on the subject property may increase in the future. The effects of aircraft operations and the operation of the Airport may cause owners and occupants of the subject property to experience inconvenience, annoyance, discomfort, and may otherwise impair or adversely affect normal activities on, and the comfortable use and enjoyment of, the subject property. These effects may also adversely affect the fair market value which the subject property might otherwise have in the absence of aircraft operations at, to or from the Airport. An easement has been granted and recorded which grants airspace rights over, and the right to cause such effects on, the subject property. This easement protects the right of such aircraft and airport operations and precludes any resulting claims of damage or injury to the subject property, or to any person residing on or owning the subject property.

Concurrently with the approval and execution of this Agreement, Company shall execute, deliver to the City, and record an Airspace And Avigation Easement over the Property in the form attached hereto as Exhibit “O”. In addition, any and all CC&Rs will refer to, describe and require adherence to the Airspace And Avigation Easement. In addition, Company or any of its successors and assigns which develop, construct, and then sell, rent or lease to any person any building or other structure on any portion of the Property shall require each purchaser, renter or lessee of any such building or structure to execute a notarized “Acknowledgment of Notice of Airspace And Avigation Easement” (the “Acknowledgment”).

The Acknowledgment shall be prepared in bold type, not less than 13 pt., and shall: (i) specify the portion of the Property being purchased or leased or rented; (ii) be executed and acknowledged by each purchaser or renter or lessee; (iii) contain the disclosure that an Airspace And Avigation easement has been recorded against, and is binding upon all persons owning, leasing or using the portion of the Property being sold or leased or rented; (iv) contain the disclosure required by this section to be included in the CC&Rs; and (v) contain an express Acknowledgment by the purchaser or renter or lessee that it is purchasing or renting or leasing the specified portion of the Property subject to such Airspace And Avigation easement and that, in so doing, it is waiving legal claims and rights which it might otherwise have with respect to the aviation activities permitted by such easement.

The original executed and notarized Acknowledgment shall be delivered by the escrow agent for the transaction, or if there is no escrow, by the seller or lessor, to the City at the address contained in Section 8.5.

Without limiting, restricting or in any way waiving the scope of the provisions set forth above, Company and its successors and assigns also hereby acknowledge and confirm their obligation to minimize the impacts of airport-related activities on the Project, including installation of double-paned windows and other construction standards, conduct of subsequent noise assessments or acoustical studies and compliance with Title 21 requirements.

8.33 Provision of Real Property Interests by City.

In any instance where Company is required, as a condition of the Project Approvals, to construct any public improvement on land not owned by Company, City shall first have acquired the necessary real property interests to allow Company to construct such public improvements at the Company's expense, or, as provided in Government Code section 66462.5, such conditions requiring construction of that off-site improvement shall be conclusively deemed to be waived. All costs associated with such acquisition or condemnation proceedings, if any, shall be Company's responsibility, and may be included in the Public Financing District (although the failure to do so shall not excuse Company's responsibility for all such costs). As

provided in Section 8.40 of this Agreement, no provision in this Agreement shall be construed, understood or applied to limit, restrict or waive in any manner any eminent domain powers of the City or any City Agency.

8.34 Binding Effect of Agreement.

From and following the Effective Date, Development of the Property and City actions on applications for Ministerial Permits and Approvals and Subsequent Discretionary Project Approvals respecting the Property shall be subject to the terms and provisions of this Agreement.

8.35 Statute of Limitation and Laches.

City and Company agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the Government Code, which provides for a ninety (90) day statute of limitation to challenge this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation which is filed and served more than ninety (90) days after the execution of this Agreement, City and Company shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses.

8.36 Entire Agreement.

This Agreement and the Project Approvals referenced herein set forth and contain the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, covenants, undertakings or agreements shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

8.37 Legal Advice; Neutral Interpretation; Headings; Table of Contents.

Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. 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 hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation thereof. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

8.38 Singular and Plural.

As used herein, the singular of any word includes the plural.

8.39 No Third Party Beneficiaries.

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

8.40 Eminent Domain.

No provision of this Agreement shall be construed, understood or applied to limit, restrict or waive in any manner any eminent domain powers of the City or any City Agency.

8.41 Authority to Execute.

The person or persons executing this Agreement on behalf of Company warrants and represents that he/they have the authority to execute this Agreement on behalf of Company and warrants and represents that he/they has/have the authority to bind Company to the performance of its obligations hereunder.

8.42 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, other Acts of God, fires, wars, riots or similar hostilities, strikes, court actions (such as restraining orders or injunctions), or other causes beyond the Party's control; provided, that, the foregoing shall not

apply to, and a Party's performance shall not be excused for, lack of financing or availability of financial resources to a Party. 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, under any circumstances, be cumulatively extended under this Section for more than a total of five (5) years and, in no event, may the Term of this Agreement, as so extended, exceed twenty-five (25) years from the Effective Date of this Agreement.

8.43 Estoppel Certificate.

Within thirty (30) business days following a written request by either of the Parties, the other Party to this Agreement shall execute and deliver to the requesting Party a statement in the form attached as Exhibit "Q" hereto certifying (a) that this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications; (b) that there are no known current uncured defaults under this Agreement or specifying the dates and nature of any such known default; and (c) as to any other reasonable information requested.

8.44 Mortgagee Protection.

The Parties hereto agree that this Agreement shall not prevent or limit Company, in any manner, at Company's sole discretion, from encumbering the 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 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 Company and representatives of such lenders to negotiate in good faith any such request for interpretation or modification; provided, that City shall have no obligation to agree to any interpretation or modification that would adversely affect its rights or increase its obligations under this Agreement or if such interpretation or modification is inconsistent with the intent and purposes of this Agreement. Any Mortgagee of the 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 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 Property, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Company in the performance of Company'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 Company under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Company. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed Company under this Agreement, except that as to a default requiring title or possession of the Property or any portion thereof to effectuate a cure, if the Mortgagee timely cures all defaults which do not require possession to effectuate a cure and commences foreclosure proceedings to acquire title to the Property or applicable portion thereof within ninety (90) days after receipt from City of the written notice of default and thereafter diligently and continuously prosecutes such foreclosure to completion, the Mortgagee shall be entitled to cure such default after obtaining title or possession provided that such Mortgagee does so promptly and diligently after obtaining title or possession.

(d) Any Mortgagee who comes into possession of the 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 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 Company's obligations or other affirmative covenants of Company hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Company 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 Property acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, or assert any rights of Company hereunder, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and shall be subject thereto and bound thereby and shall comply with the terms, conditions and requirements of the Project Approvals applicable to the Property or such part thereof so acquired by the Mortgagee.

8.45 Public Art Requirement.

The Project shall include a public art component reflecting the Property's historical significance or other thematic elements important to creating the Project's new identity, including, for example but not by way of limitation, propeller pylons and street plaques containing text and graphics of historical information, "First Around the World" Globe public area, or displays concerning the history and evolution of fabricating techniques and technology concerning airplane manufacture. Within one (1) year of the Effective Date, Company shall prepare and submit a Public Art Master Plan to be reviewed and approved by the Public Corporation for the Arts. The public art component will not be subject to any design review or Discretionary Approval by the City other than review and approval by the Public Corporation for the Arts. It is the intent of the Parties that the Public Art Master Plan be implemented in conjunction with Development of the Project.

8.46 Project Contribution To Citywide Infrastructure Improvements.

The Project will contribute to the City's infrastructure improvement needs through the payment by the Company and its successors and assigns of fees in the total amount of two million dollars (\$2, 000,000) (the "Infrastructure Payment") for application by the City in such manner as it shall determine appropriate, in its sole discretion, towards the City's existing and future infrastructure improvement programs and costs. The Infrastructure Payment will be payable at the following times and in the following amounts:

Payment Timing	Commercial
Execution of original Development Agreement ¹	250,000
Recording of amended Development Agreement ²	625,000
One year after recording of amended Development Agreement	125,000
Upon the 1st Certificate of Occupancy in Sub Area 1, 2 or 3	250,000
Upon the Certificate of Occupancy for the 396,000th square foot within Sub Area 1, 2 or 3	250,000
Upon the Certificate of Occupancy for the 792,000th square foot within Sub Area 1, 2 or 3	250,000
Upon the Certificate of Occupancy for the 1,188,000th square foot within Sub Area 1, 2 or 3	250,000
TOTAL	2,000,000

The Parties acknowledge and agree that all payments made by Company pursuant to this Section are fees collected under a development agreement adopted pursuant to the Development Agreement Act for purposes of the Mitigation Fee Act, and that such fees are therefore exempt from the Mitigation Fee Act, except as provided in section 65865(e) of the Development Agreement Act. Notwithstanding anything in this Agreement to the contrary, Company's obligation to pay the Infrastructure Payment shall survive termination of this Agreement; and, notwithstanding termination of this Agreement, if Development of the Property and the City Parcel, or any portion thereof, as contemplated by Section 2.4 of this Agreement thereafter occurs, the payments required by this Section 8.46 which are tied to development of the Property shall be made concurrent with such Development at the time provided herein without limitation by such termination and payment of such amounts shall be a condition to issuance of any further Certificate of Occupancy with respect to the Property located North of Cover Street after the payment of such amount is due.

¹ This initial payment has been made.

² This payment will not be due until this Agreement has been approved and executed and the period for bringing any challenge thereto under Government Code section 65009(c)(1)(D) or any other applicable provision of law has expired with no challenge having been filed, or, if such challenge has been filed, resolution of such challenge in a manner which upholds the effectiveness of this Agreement or is otherwise approved by the Company, which approval shall not be unreasonably withheld.

8.47 Project Development Services Fee.

In addition to any other amounts hereunder, the Company shall pay to the City a Development Agreement development services fee in the total amount of one million two hundred thousand dollars (\$1,200,000) (the "Development Services Fee Payment") for application by the City in such manner as it shall determine appropriate, in its sole discretion. The Development Services Fee Payment will be payable upon the issuance of Certificates of Occupancy for Project buildings in Sub Areas 1, 2 and 3 at the rate of \$0.76 per building square foot.

The Parties acknowledge and agree that all payments made pursuant to this Section are fees collected under a development agreement adopted pursuant to the Development Agreement Act for purposes of the Mitigation Fee Act, and that such Fees are therefore exempt from the Mitigation Fee Act, except as provided in Section 65865(e) of the Development Agreement Act. Notwithstanding anything in this Agreement to the contrary, Company's obligation to make the Development Services Fee Payment shall survive termination of this Agreement; and, notwithstanding termination of this Agreement, if Development of the Property and the City Parcel, or any portion thereof, as contemplated by Section 2.4 of this Agreement thereafter occurs, the payments required by this Section 8.47 shall be made concurrent with such development at the time provided herein without limitation by such termination and payment of such amount shall be a condition to issuance of a Certificate of Occupancy with respect to the Project Buildings for which such payment is due.

8.48 Conveyance of Railroad Right of Way.

In addition to any other obligations of Company hereunder and as additional consideration to the City for execution of this Agreement, within ninety (90) days after City's written request following the recordation of this Agreement, Company shall convey to the City, by quitclaim deed, all of Company's right, title and interest in the Railroad Right of Way.

IN WITNESS WHEREOF, the Parties have each executed this Agreement on the date first above written.

CITY OF LONG BEACH, a charter city and
municipal corporation of the State of California

By: _____
Name: _____
Title: City Manager
Date: _____

APPROVED AS TO FORM:

Date: _____

ROBERT SHANNON, City Attorney

By: _____

APPROVED AS TO FORM:

Date: _____

McKENNA LONG & ALDRIDGE LLP

By: _____

McDONNELL DOUGLAS CORPORATION, a
Maryland corporation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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: _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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: _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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: _____ (Seal)

EXHIBIT A

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

THAT PORTION OF LOT 40 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 40.00 FEET TO THE INTERSECTION OF THE CENTER LINES OF LAKEWOOD BOULEVARD (100 FEET WIDE) AND CONANT STREET (80 FEET WIDE); THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 782.60 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 219.08 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 594.30 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 113.30 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 6.42 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 105.78 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 587.88 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 2:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 811.35 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 2098.72 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 35 SECONDS EAST 46.92 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST 441.97 FEET TO THE SOUTHERLY LINE OF THE NORTH 100 FEET OF SAID LOT 39; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 1562.71 FEET TO THE WESTERLY LINE OF THE EAST 160 FEET OF SAID LOT 39; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 100 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 160 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39, DISTANT THEREON, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 200 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG LAST MENTIONED EASTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 359.97 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 45 SECONDS WEST 687.74 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 16 SECONDS WEST 725.64 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 40, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 516.65 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1354.90 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHERLY LINE, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 565.15 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 565.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 3:

THAT PORTION OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 40, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 673.99 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 42, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 200.70 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES 36 SECONDS EAST 470.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 558.38 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL 3 HEREBY DESCRIBED; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 652.01 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 344.78 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 41 AND 42 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 42, DISTANT THEREON NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 213.73 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOTS, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 26.31 FEET; THENCE PARALLEL WITH SAID EASTERLY LINES, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 859.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 63 DEGREES 55 MINUTES 55 SECONDS WEST 15.48 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 665.10 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 865.00 FEET FROM THE EASTERLY LINE OF SAID LOT 41; THENCE ALONG SAID PARALLEL LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 526.88 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY DEED RECORDED IN BOOK 17896 PAGE 358, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD LAND, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 557.50 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1422.50 FEET FROM THE EASTERLY LINE OF SAID LOT 42; THENCE ALONG SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 870 FEET TO THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS

EAST 1208.77 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF LOTS 39 AND 41 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 39, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 17 DEGREES 39 MINUTES 25 SECONDS WEST 1103.34 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF THE LAND SO DESCRIBED, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 21.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 113.25 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 35 SECONDS EAST 126.98 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 91.30 FEET; THENCE NORTH 72 DEGREES 20 MINUTES 35 SECONDS WEST 59.97 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

THAT PORTION OF LOT 39 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 2050.47 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO MIKE LYMAN BY DEED RECORDED FEBRUARY 18, 1941 AS INSTRUMENT NO. 18 IN BOOK 18190 PAGE 223, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND OF LYMAN, SOUTH 6 DEGREES 11 MINUTES 58 SECONDS WEST 100 FEET; THENCE ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY DEED RECORDED DECEMBER 13, 1940 AS INSTRUMENT NO. 22 IN BOOK 18034 PAGE 218, OFFICIAL RECORDS, TO AND ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY PARCEL "A" OF THE DEED RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 59 IN BOOK 18735 PAGE 243, OFFICIAL RECORDS, NORTH 89 DEGREES 47 MINUTES 44.35 SECONDS WEST 2081.92 FEET TO THE NORTHWEST CORNER OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 104.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF CARSON STREET, AS CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 10906 PAGE 178, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 39 AS DESCRIBED IN GRANT DEED TO THE CITY OF LONG BEACH WHICH RECORDED JULY 12, 2000 AS INSTRUMENT NO. 00-1064084 AND SEPTEMBER 28, 2000 AS INSTRUMENT NO. 00-1526562.

PARCEL 7:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE OF SAID LOT NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 1204.70 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF PARCEL 3, DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., INC., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 1354.90 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 516.65 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 16 SECONDS EAST 725.64 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST 687.74 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39; THENCE ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 40, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 2080.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE LAST ABOVE DESCRIBED LAND ON THE EAST.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 2.973 ACRES AND DESIGNATED AS PARCEL 2 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT COMPANY.

PARCEL 8:

THOSE PORTIONS OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF PARCEL 4 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 700.30 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 546.77 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 42, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 213.73 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PORTIONS OF LOTS 39, 40, 41 AND 42 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE

OF SAID LOT SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 652.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4, NORTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 558.38 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 36 SECONDS WEST 470.48 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG LAST SAID EAST LINE NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 658.57 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF PARCEL D OF TRACT NO. 2 AS DESCRIBED IN DEED FROM WESTERN LAND IMPROVEMENT COMPANY, RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 53 DEGREES 55 MINUTES 55 SECONDS EAST 306.99 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL D; THENCE ALONG THE WESTERLY LINE OF PARCEL A OF TRACT NO. 2 AS DESCRIBED IN LAST SAID DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 998.51 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 39 AND DISTANT SOUTHERLY THEREFROM 100 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 519.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 IN THE QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST 441.97 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 35 SECONDS WEST 46.92 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1446.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 0.196 ACRE AND DESIGNATED AS PARCEL 6 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO..

PARCEL 10:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE, 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959 AS INSTRUMENT NO. 3601, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932 AS INSTRUMENT NO. 1160 IN BOOK 11271 PAGE 368, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959, OFFICIAL RECORDS AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND

52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.81 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923 PAGE 236, OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT, APPURTENANT TO LAND DESCRIBED ABOVE AS PARCEL 10, WHICH EASEMENT SHALL CONSTITUTE A RIGHT OF INGRESS AND EGRESS TO AND FROM THE TAXIWAYS AND RUNWAYS OF THE LONG BEACH AIRPORT AS DELINEATED ON EXHIBIT C-1, ATTACHED TO DEEDS RECORDED DECEMBER 24, 1981 AS INSTRUMENT NOS. 81-1260432, 81-1260433, 81-1260434 AND 81-1260435 FROM THE LAND DESCRIBED ABOVE AS PARCEL 16, WHICH ABUTS THE LONG BEACH AIRPORT. SAID EASEMENT IS APPURTENANT, RUNNING WITH THE LAND, AND NOT PERSONAL.

PARCEL 12:

THAT CERTAIN STRIP OF LAND 20 FEET IN WIDTH BEING THOSE PORTIONS OF LOTS 41, 43 AND 44 AND OF VACATED BIXBY STATION ROAD, AS SHOWN ON THE MAP OF TRACT NO. 8084, PARTLY IN THE CITY OF LONG BEACH AND PARTLY IN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, A UTAH CORPORATION, RECORDED NOVEMBER 23, 1940 AS INSTRUMENT NO. 1800 IN BOOK 17896 PAGE 358 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF LYING WITHIN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN QUITCLAIM DEED TO MONTANA LAND COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 58 IN BOOK 18826 PAGE 47 OF OFFICIAL RECORDS.

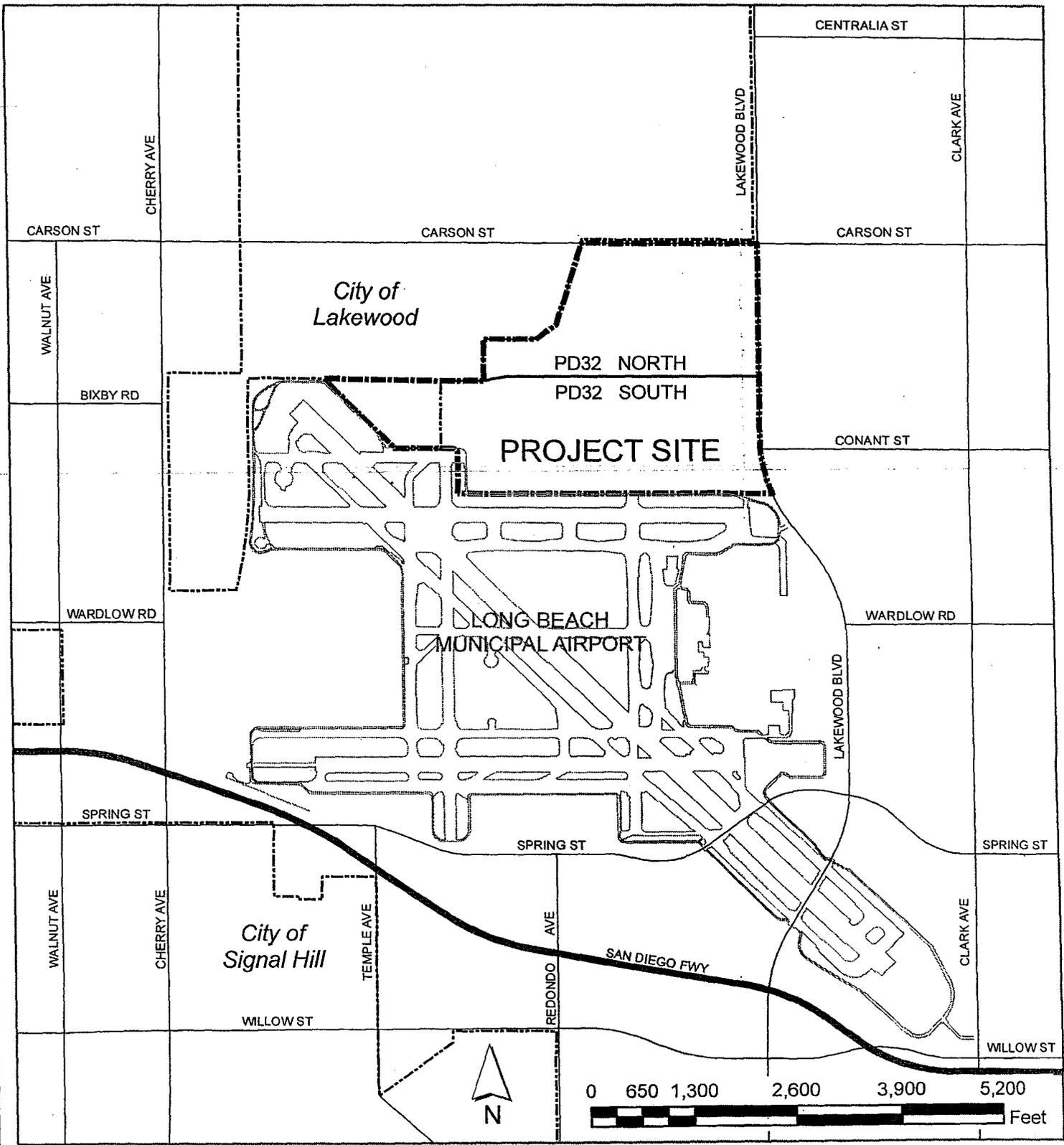
ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL F" IN FINAL ORDER OF CONDEMNATION HAD IN LOS ANGELES SUPERIOR COURT CASE NO. LBC-23999, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 28, 1960 AS INSTRUMENT NO. 1191 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER

NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, WHICH LIE 500 FEET OR MORE BELOW THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED MARCH 31, 2004 AS INSTRUMENT NO. 04-0756993.

LA11307212.1

EXHIBIT B



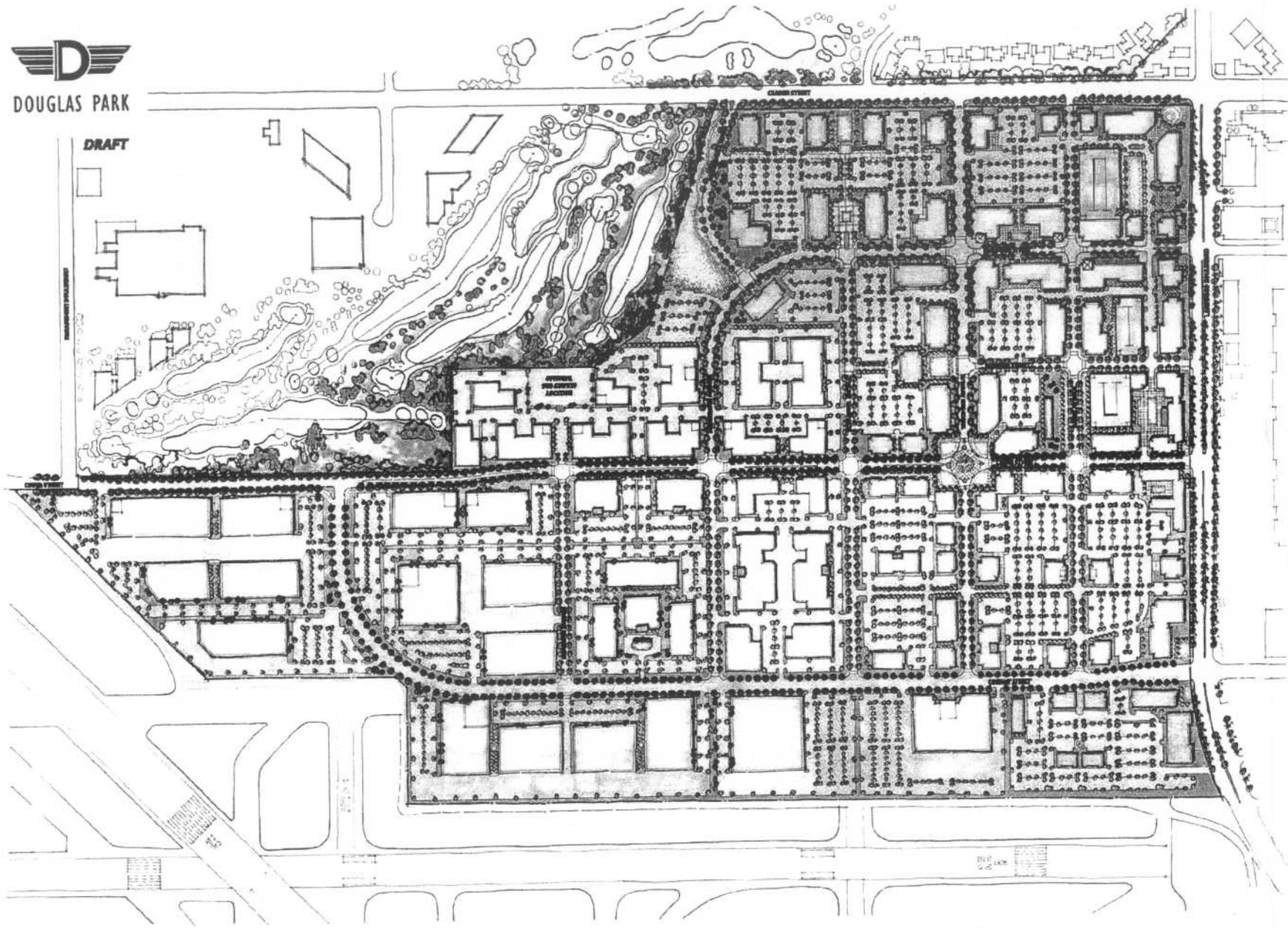
VICINITY MAP AND PROJECT SITE LOCATION

EXHIBIT C



DOUGLAS PARK

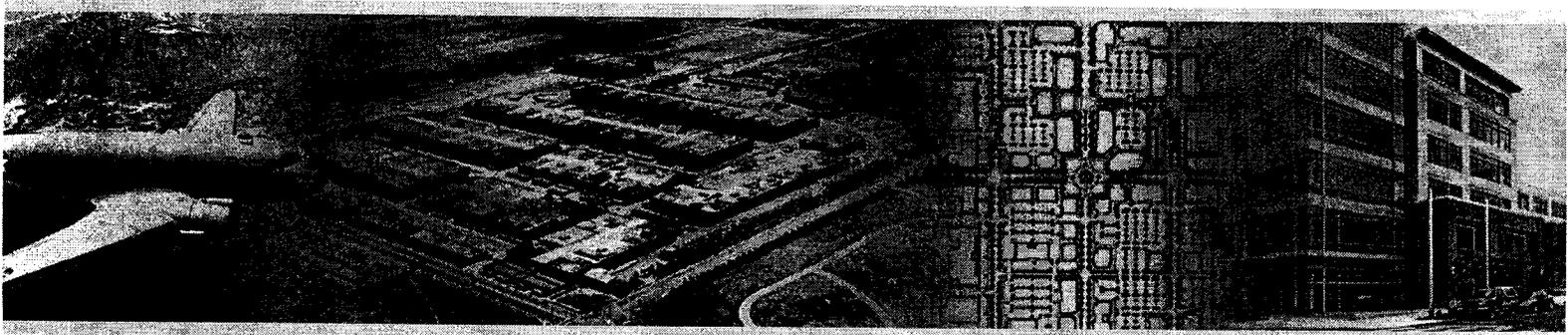
DRAFT



CONCEPTUAL SITE PLAN

EXHIBITS
D-1 & D-2

PD-32: NORTH DEVELOPMENT STANDARDS



DOUGLAS PARK
LONG BEACH

September, 2009

PREPARED BY:

JOHNSON FAIN

COLLABORATORS:

CLARK & GREEN ASSOCIATES

ALTOON+PORTER ARCHITECTS

McCLARAND VASQUEZ
EMSIEK & PARTNERS



CITY OF LONG BEACH

THE BOEING
COMPANY

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Standards - Division I
introduction

SEPTEMBER, 2009

Development Standards

The Development Standards for Planned Development District 32 (PD-32) are intended to be consistent with the City of Long Beach Municipal Code (LBMC) except as otherwise noted. PD-32 is subdivided into two areas, one north and the other south of Cover Street. These development standards apply to PD-32: North. They are mandatory provisions that along with the Design Guidelines, EIR Mitigations Measures, Conditions of Approval and the Development Agreement (DA) between McDonald Douglas Corporation, a wholly-owned subsidiary of the Boeing Company (Boeing) and the City will govern the development of the Plan Area within the City of Long Beach as defined in the Plan Boundary Map (see Figure 3 on page 11) unless a variance is obtained. They regulate areas such as land use, density, height, setbacks, streetwalls, view corridors, open space, parking/ loading, landscape, sustainable features and access.

The City of Long Beach may, at its discretion, grant variances to the Development Standards contained in this document where the enforcement would otherwise constitute an unreasonable limitation beyond the intent and purpose of the Development Standards, and where such a variance is consistent with the public health, safety and welfare.

Additional development standards and land uses not specified in this plan shall be in accordance with the Municipal Code. Although every attempt has been made to make these development standards consistent with the LBMC, Long Beach Development Services shall resolve any conflicts between these two documents as part of the Design Review Process.

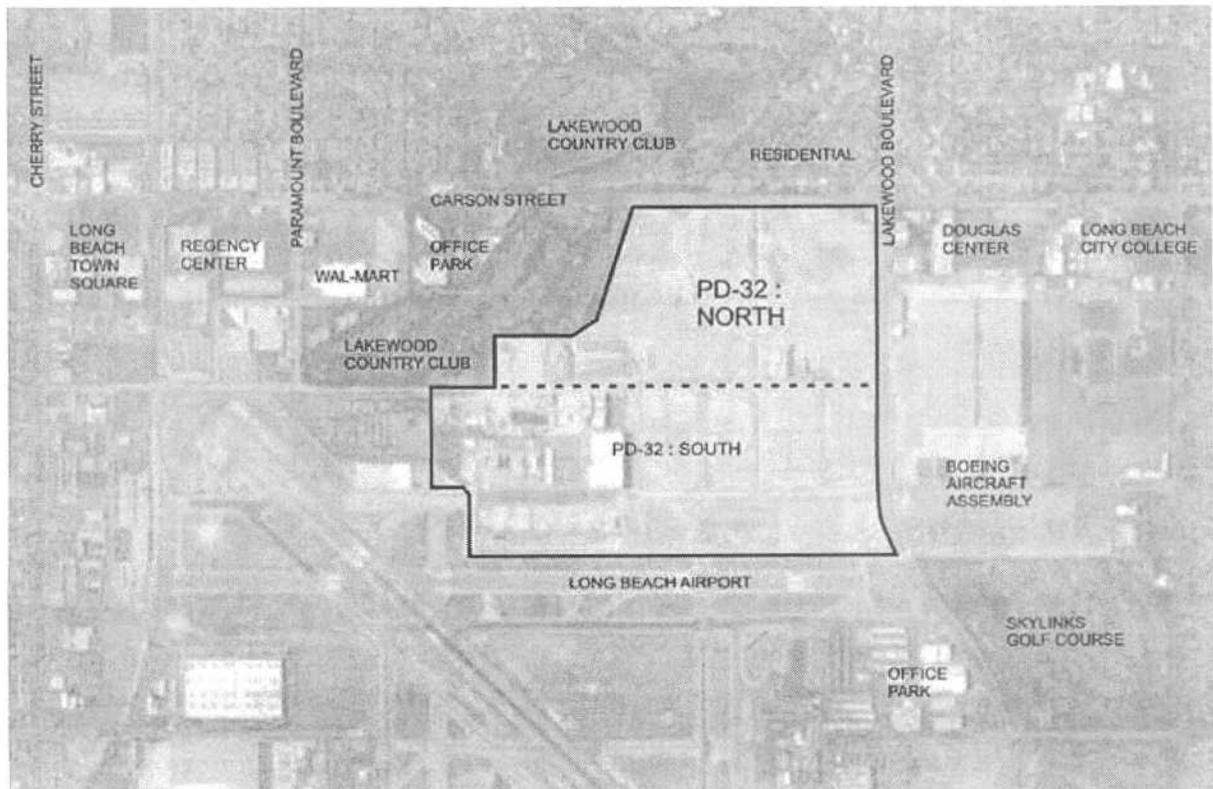


Figure 1 : Project Site and Vicinity Map

I n t e n t

In reviewing development proposals and land use issues, the City Council, Planning Commission, and Site Plan Review Committee shall be directed by following goals and objectives:

General Urban Design Goals

- The Master Plan shall acknowledge and appropriately respond to the varying contexts and adjacencies of the site – arterial boulevards, airport and airplane manufacturing, golf course and commercial and residential uses.
- The Master Plan shall create an urban design framework that ensures the creation of a distinctive environment that creates long-term value and quality while being flexible enough to accommodate changes in the economy and real estate market. The urban design shall be based on a framework of proven historical patterns and precedents found in Long Beach's distinctive and historic neighborhoods.
- A sense of place shall be created with clearly defined street hierarchy and character. The majority of Long Beach streets are laid out in a rectilinear grid pattern, which is appropriate to creating compact, walkable districts and neighborhoods.
- The master plan shall establish pedestrian orientation and human scale by limiting block sizes to those based on historical patterns and precedent.

Streets

- Design streets as places of shared use. Design streets as public open space to promote pedestrian orientation, sociability and safety. Street rights-of-way should be consistent with the minimum standards set forth in the Long Beach Municipal Code (LBMC table 47-1).
- Streets should be scaled appropriately to accommodate pedestrian sidewalks and planted parkways. Major arterial streets with multiple traffic lanes should include landscaped features to maintain an appropriate human scale, and as a way to interface between different uses.
- In accordance with the Master Street Tree Plan (see Division IV), street trees shall be located to provide shade for pedestrians, reduce heat island effect and provide appropriate scale and rhythm to the street (regular spacing and consistent alignment).
- Street trees, parkway treatments, gateways and other landscape elements shall reflect the character of the community's most distinctive maturely landscaped streets (e.g., Ocean Boulevard in downtown Long Beach).

Community Open Space

- The Master Plan shall incorporate community open space amenities to mitigate congestion and provide relief and recreation (in addition to providing private and usable open space per code LBMC Section 21.31.230).
- Locate community open spaces amenities as focal points in the master plan while creating a sense of invitation and comfort to a diversity of users.
- Design the community open spaces amenities to have a variety of passive and active uses while maintaining a serene character.
- Link together community open spaces amenities with public pedestrian connections.

Land Uses

- Development should emphasize pedestrian orientation and the creation of a distinctive, landscaped-yet-urban environment that mitigates conflicts between proposed commercial uses and existing uses, both on-site and adjacent.
- While carefully planning for the needs of vehicular circulation, emphasize a pedestrian-friendly character with buildings located at front setbacks. Locate parking (surface lots or structures) behind or beside buildings.
- Development should be appropriately scaled and based on compatibility with adjoining uses.
- Promote high-quality construction and amenities. Architecture should be appropriately articulated and visually compatible with neighboring development.

Sustainability

- Environmental sustainability is an important objective at Douglas Park, and steps to minimize development impacts are described in Division V.

Design Review Process

This section of the PD-32: North Development Standards establishes the procedures and requirements for review of development and use permits, and shall be consistent with the LBMC. PD-32: North will have two entities, the Boeing (or its successor) Design Review Committee (DRC) and Long Beach Development Services (City), which will play a role in reviewing and permitting development proposals. These procedures are established in order to coordinate the review by the two entities.

The role of the DRC is strictly advisory, and its decisions shall not constitute implied City approval of a proposal. The Design Review Process with the City shall be governed by the Site Plan Review process contained in Division V of LBMC Chapter 21.25. The Development Standards contained in this document along with the Design Guidelines for the project shall be used by the City throughout the Site Plan Review process. Proposals not complying with these documents will be deemed unacceptable, and will be rejected.

While the City will strictly adhere to the requirements of the Site Plan Review process in the LBMC, the following provides a general guide to the applicant for the overall design review process, including special submittal requirements in addition to those in the LBMC.

Step 1 : Conceptual Site Plan Review

Applicant shall submit conceptual plans in accordance with the application filing requirements and instructions of the City of Long Beach Planning Permit Application to the DRC for an initial review of compliance with the PD-32: North Development Standards and Design Guidelines. The submittal package shall include a conceptual site plan indicating proposed locations for buildings, parking, landscaping, and utility equipment. Following such review, the DRC shall acknowledge conceptual approval of submittal in writing to the City prior to the applicant submitting plans to the City for Conceptual Site Plan Review in accordance with LBMC Section 21.25.502.B.

In order to maintain consistency with the maximum density thresholds stipulated in the Environmental Impact Report and the Development Agreement for the project, the initial written approval by the DRC shall include a summary of the commercial density (building area) approved and remaining to date. Both the written DRC approval and density summary shall be included as part of the initial submittal to the City for Site Plan Review.

Step 2 : Site Plan Review

Upon approval of Conceptual Site Plan by the City, the applicant shall submit a Design Package (in accordance with the application filing requirements and instructions of the City of Long Beach Planning Permit Application) to the DRC for review. Upon review and written acknowledgement of approval by the DRC to the City, the applicant shall submit the Design Package to the City for Site Plan Review in accordance with LBMC Section 21.25.502A. The submittal package shall include a site plan indicating proposed utilities, parking, building placement; roof plan indicating proposed equipment placement and sizes; floor plan(s) indicating proposed entries and functional organization; landscape plan indicating proposed planting, screening and amenities; elevations indicating proposed building heights, architectural articulation and finish materials; and sections indicating proposed rooftop mechanical equipment profiles, screening, sight lines and sustainability features requirements.

Step 3 : Compliance Check

Applicant shall submit a Final Design Development Package (to include further progress on the documents and design issues listed in Step 2, and findings of the Technical Advisory Committee) to the DRC for compliance check. The main purpose of this step is to confirm that project development is consistent with prior approvals and conditions prior to submitting for Plan Check with the City (construction-ready documents). The City, at its discretion, may require submittal of this package for compliance with conditions of approval.

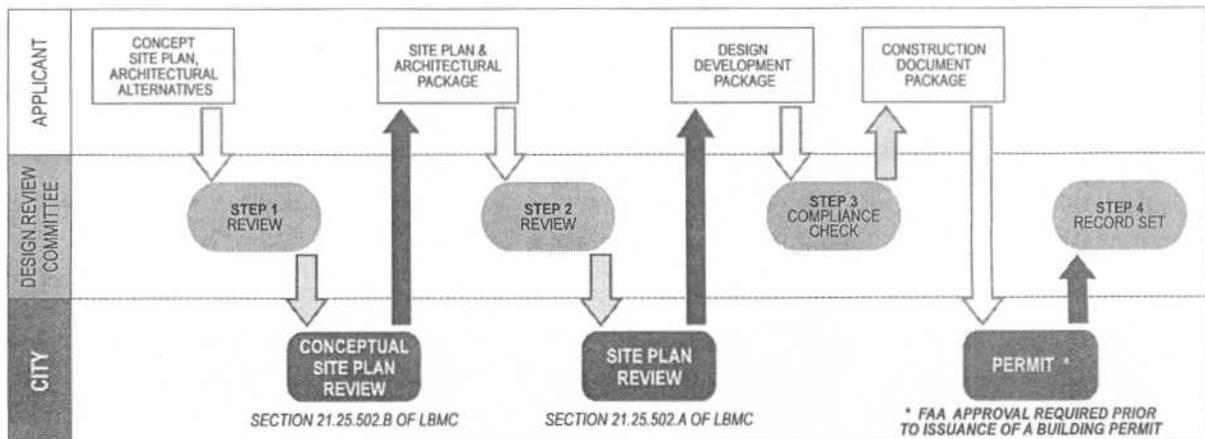


Figure 2 : Design Review Process

Step 4 : Record Set

Upon receipt of Building Permit, the applicant shall file a complete copy of the permitted plans bearing the City stamps of approval with DRC.

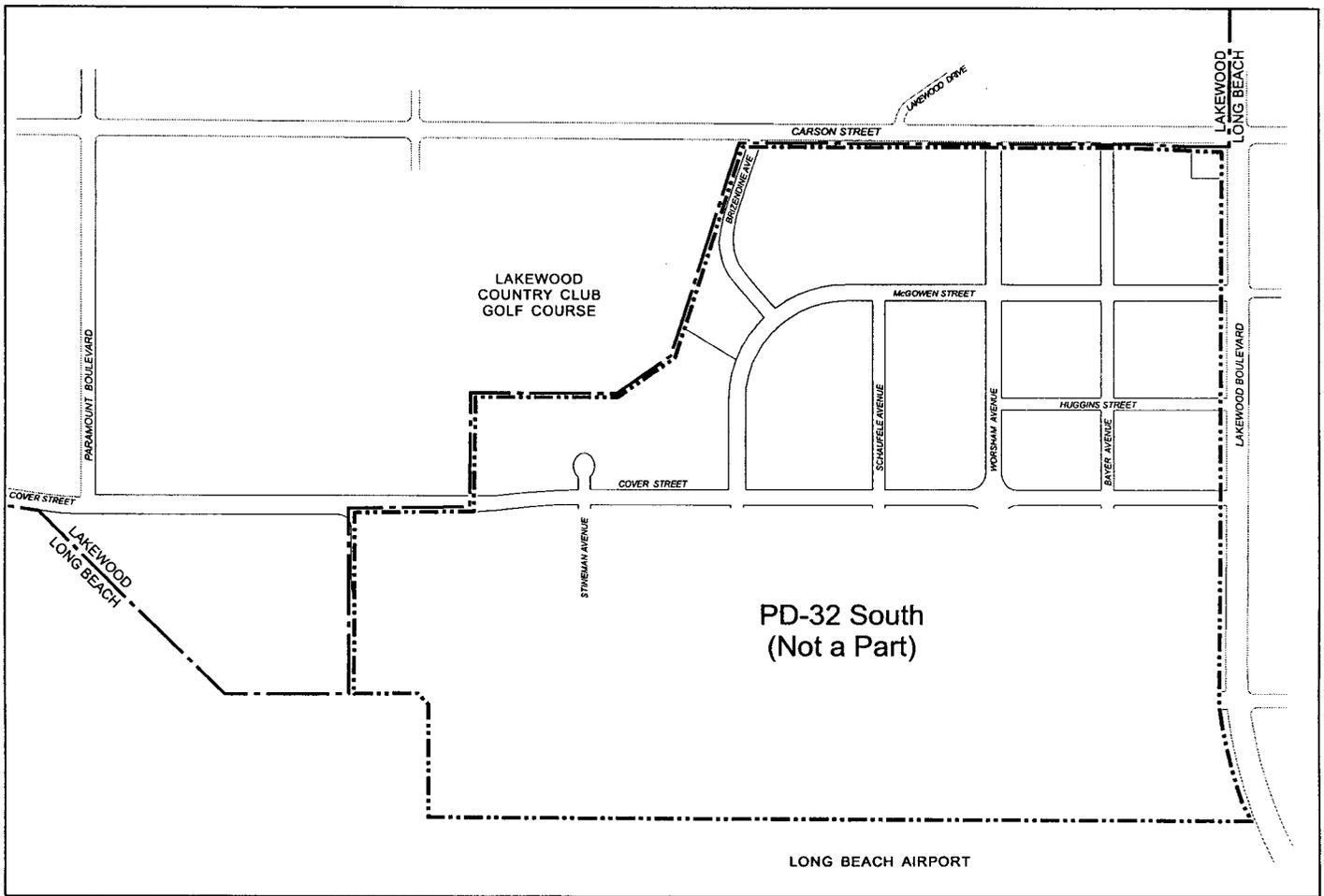
Federal Aviation Administration (FAA) Approval

During the Design Review process, the applicant must complete and submit all required forms (including Form 7460-1) to the FAA. A copy of all completed forms shall be submitted to the DRC at the beginning of Step 3. Prior to issuance of a building permit, a copy of all written findings from the FAA regarding compliance with Part 77, height limit regulations related to the Long Beach Airport, shall be provided to the DRC, as part of Step 4.

Standards - Division II
Establishing the Framework

SEPTEMBER, 2009

Establishing the Framework



- PD Boundary
- City Boundary

Figure 3 : Plan Boundary, Development Blocks & Street Grid

Planning Sub Areas

The PD-32 planning area is divided into sub areas as illustrated in Figure 4. PD-32: North --the portion north of Cover Street-- is the subject of this document's Development Standards and Design Guidelines, and is constituted of Sub Areas 1, 2, and 3. The intent and general standards for each of these sub areas are as follows:

Sub Area 1

This sub area, located in the northeast corner of Douglas Park, is intended as a mixed-use commercial district of office, retail, entertainment, restaurant and hotel uses. Retail uses will be concentrated along McGowen Street, between Lakewood Boulevard and Worsham Avenue an area intended as a lively, walkable "main street" on which this district is focused. Donald Douglas Park, an open space amenity at the corner of Carson Street and Lakewood Boulevard is adjacent, and will be connected to a larger network of other open space amenities via landscaped pedestrian connections and generous public sidewalks linking together this district with Sub Area 2. The placement of commercial buildings abutting the southerly and westerly sides of Douglas Plaza is encouraged. Commercial uses may include office, retail, hospitality and mixed-use. To the extent practical, ground floor uses within such buildings should orient to the plaza. Parcels located south of Huggins Street and north of Cover Street between Lakewood Boulevard and Worsham Avenue are allowed to serve as retail expansion zones in Sub area 1.

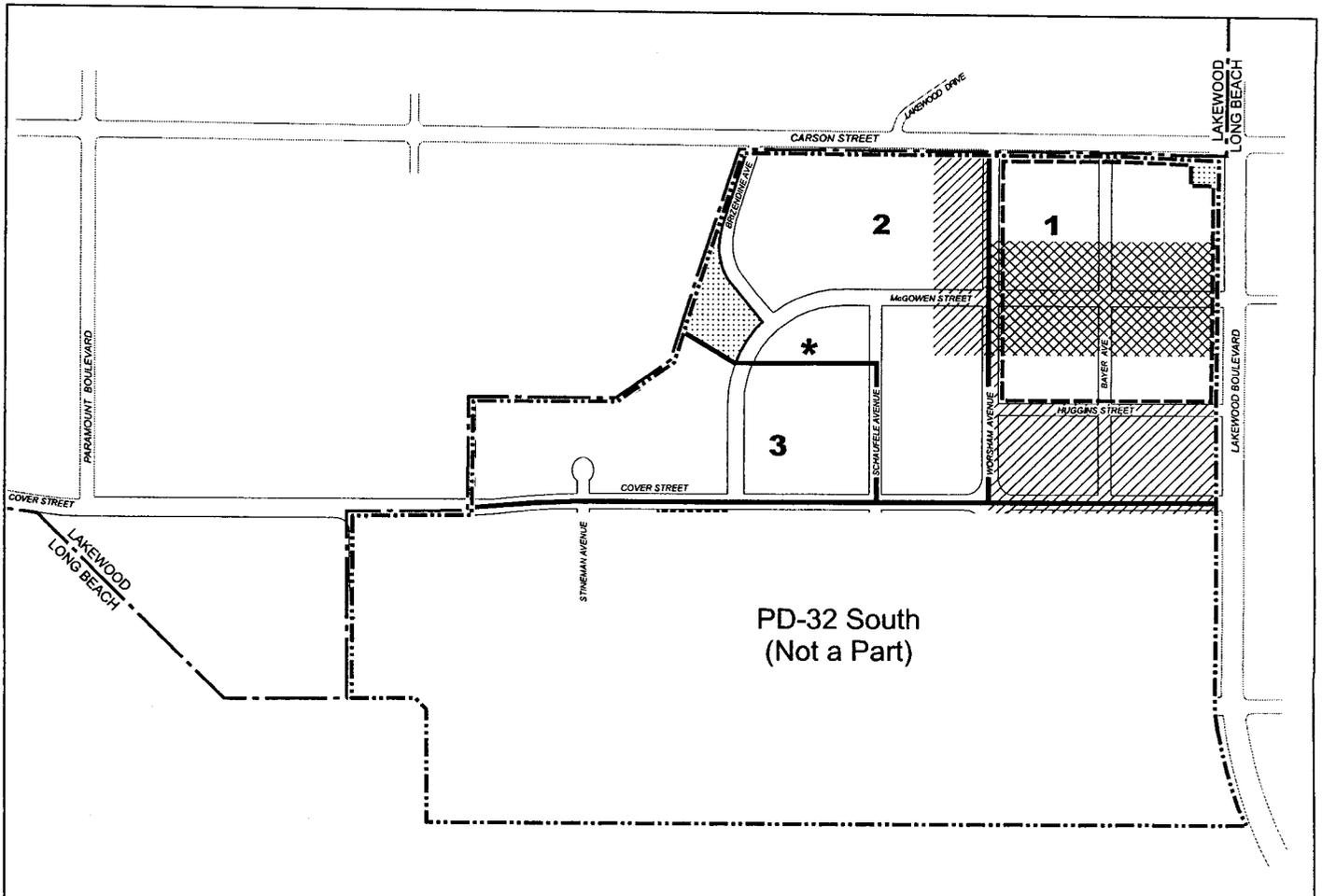
Table 1 : Sub Areas

Sub Area	General Use Classification
Sub Area 1	Mixed-Use: Office; Hotel; "Main Street" Commercial & Retail ^{a, b} ; Community Open Space
Sub Area 2	Office ^b ; Retail (expansion); Community Open Space
Sub Area 3	Office; Research & Development; Light Industrial ^c ; Community Open Space

^a All of the allowable 225,000 sq. ft. of retail development in Sub Area 1 shall be located in the "primary retail zone."

^b Additional sq. feet of retail development is allowed in the "retail expansion zone" directly south of the "primary retail district" in Sub Area 1, or directly west in Sub Area 2 along Worsham Avenue. A corresponding reduction of 1.5 sq. ft. of office development for every 1 sq. ft. of retail expansion is required. See Development Agreement for maximum allowable development areas by use.

^c Warehouse and distribution are prohibited as a principal use, but shall be permitted as an Accessory Use (per LBMC 21.15.060) provided it does not, at any time, exceed fifty (50) percent of the total Floor Area located on the legal lot or parcel containing such Accessory Use within Sub Area 3.



Main Street Overlay Zone
(See special development standards for sub area 1)



Primary Retail Zone



Retail Expansion Zone



Open Space Amenity : Community Open Space
(Fixed Location)

* Approximate Sub Area Boundary = 645 feet north of Cover Street
(Boundaries shown at locations other than at rights-of-way are general, and subject to Final Site Plan approval)

Figure 4 : Planning Sub Areas

Sub Area 2

This sub area is intended as a low-density, campus-style office district. It is anticipated that high-quality one- and two-story structures screening landscaped parking lots behind will characterize development. Parcels fronting the west side of Worsham Avenue between Carson Street and McGowen Street, including the southwest corner lot on McGowen Street and Worsham Avenue are allowed to serve as “retail expansion zone” for Sub area 1. As in the mixed-use district, Sub area 2 will also feature a network of open space amenities.

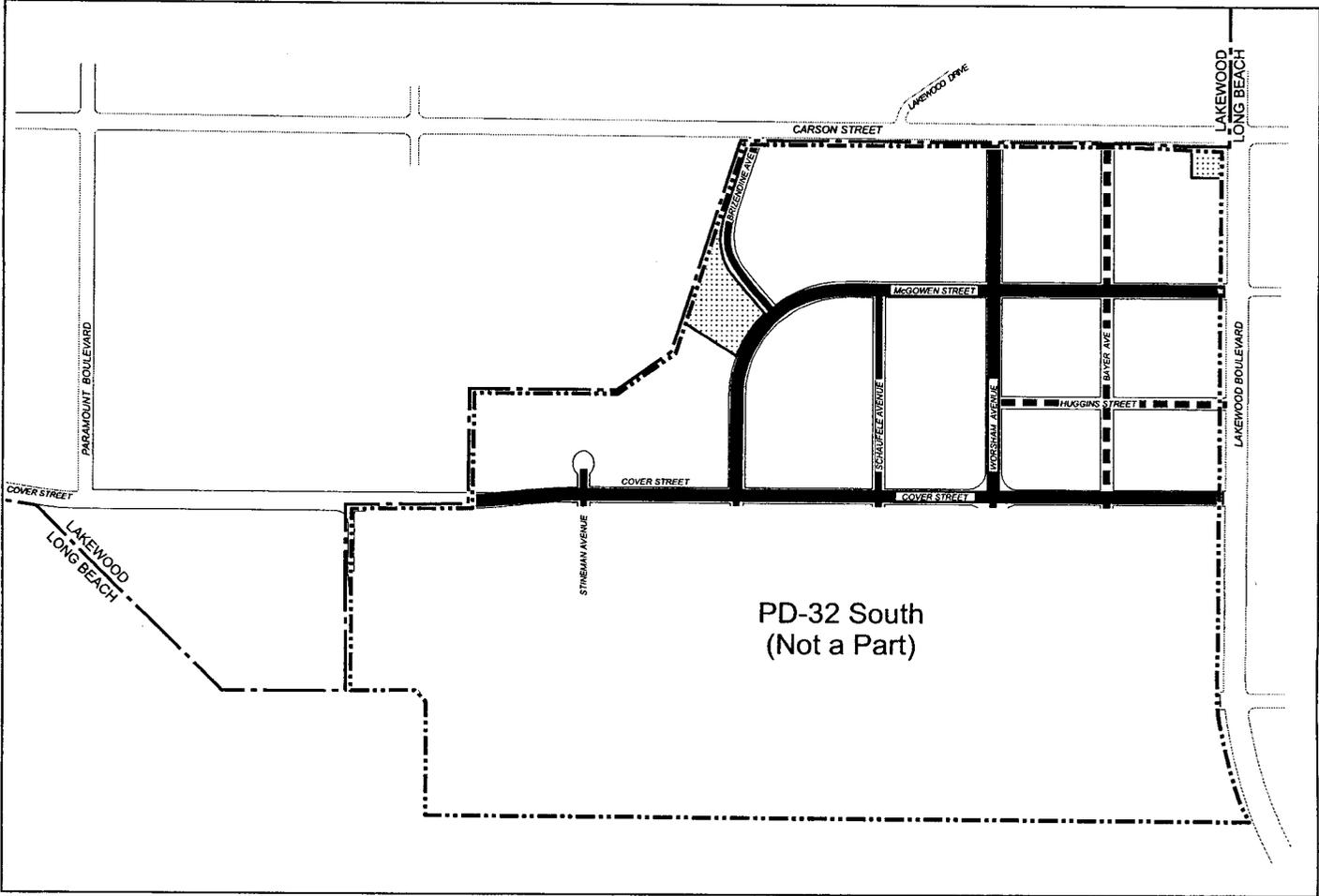
Sub Area 3

This sub area, fronting the north side of Cover Street west of Schaufele Avenue, is intended as an office, research & development, and light industrial district. Clean industry and high-tech uses are anticipated to occupy high-quality, low-rise buildings served by landscaped parking lots and/or structured parking.

Street Hierarchy

Public rights-of-way shall be reserved, dedicated and improved as provided for in LBMC Chapter 21.47 (Dedication, Reservation and Improvement of Public Rights-of-Way). Refer to Development Agreement (DA) between Boeing and the City for phasing and timing of improvements.

Required private streets shall be recorded as private rights-of-way, subject to public access, and designed and constructed to standards for public streets as required in LBMC Section 21.47. Figure 5 indicates preferred locations; actual location of alignments shall be determined at the time of Subdivision Map approval, and shall be approved by the Director of Public Works and Development Services.



-  Collector
-  Local Street
-  Private Street - Required Right-of-Way
(General alignment location shown;
actual location to be determined at
the time of Final Site Plan approval)

Note: All on-site infrastructure will be developed in accordance with the infrastructure phasing plan in the Development Agreement (DA).

This map represents the street infrastructure at full build-out but does not include any additional private roads that might be necessary for access to individual buildings within any development parcels.

Figure 5 : Street Hierarchy

Open Space Amenities

At full buildout, PD-32: North will include a range of publicly accessible open space amenities, which include the following types:

- Donal Douglas Plaza
- Jansen Green)
- Other significant plazas)
- Community open spaces (fixed location or conceptual location)
- Mid-block pedestrian connections
- Street gateways
- Enhanced McGowen Parkwat
- Bike paths
- Landscape buffers and View corridor easements

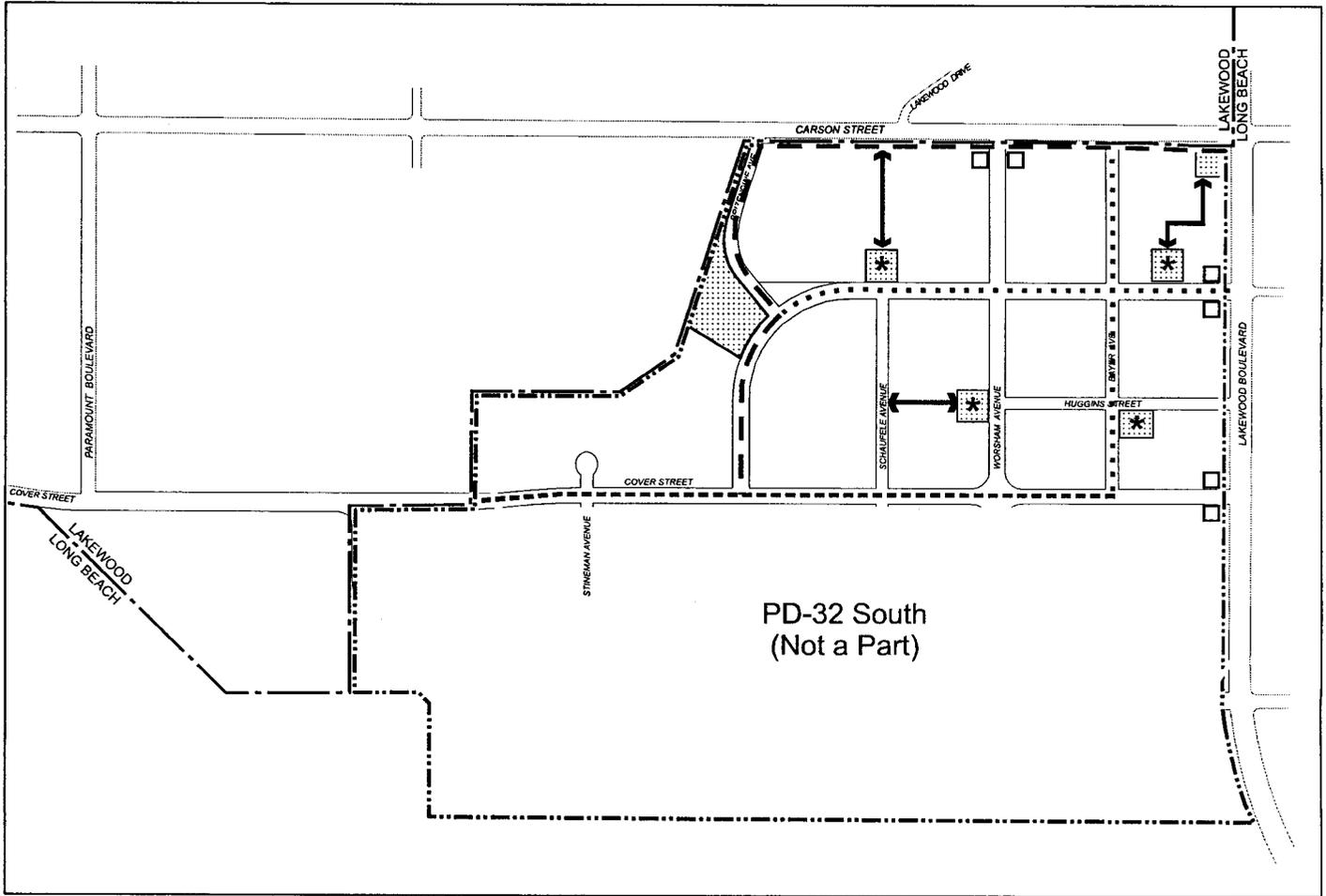
Community open spaces will be dedicated open-space easements or publicly owned, subject to public access, and designed for public use. For additional information, see Divisions III and IV.

Community Open Spaces

Community open spaces shall be provided to promote opportunities for rest, recreation, social interaction and congregation in attractive landscaped settings, and to furnish visual variety in PD-32: North. Figure 6 indicates two in fixed locations (Douglas Plaza and Jansen Green) and four in conceptual locations, whose placement is intended to maximize access and visibility. Actual locations for the four as-yet unfixed plazas may deviate from those shown, provided the original intent is maintained; will be determined by the developer; and are subject to Final Site Plan approval. The four spaces must total 1.5 acres minimum. (See Divisions III and IV for other requirements.)

Street Gateways

The area on each side of the three street gateways shall be at least 2,500 square feet in size with a combined minimum total of 5,000 square feet at each gateway (See Figure 6 on page 19). Site design of all open spaces and installation of public art in open spaces are subject to Site Plan Review Approval.



- | | | | |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------|
|  | Community Open Space (Fixed Location) |  | Class I Bike Path |
|  | Community Open Space (Conceptual Location) |  | Class II Bike Path |
|  | Mid-block Pedestrian Connection
(Required R.O.W., Conceptual Location) |  | Class III Bike Path |
|  | Street Gateway | | |

Notes: A minimum of four (4) Community Open Spaces are required, to be connected via pedestrian connections to other community open spaces and public streets and sidewalks. Locations indicated here are conceptual; final locations to be determined at the time of Final Site Plan approval.

Pedestrian connections shall be located in coordination with Community Open Space locations set at the time of Final Site Plan approval.

Figure 6 : Selected Community Open Space Amenities

Mid-Block Pedestrian Connections

To promote walkability at PD-32: North, a minimum of three mid-block pedestrian connections shall link community open spaces and multiple public rights-of-way, expanding the overall pedestrian network by subdividing large blocks with additional pathways for those on foot. (In general, alignments may be located anywhere at the block interior, not only at the center.) Locations indicated in Figure 6 are conceptual, and intended to maximize convenience and connectivity for pedestrians. Actual locations may deviate from the those shown, provided the original intent is maintained; will be determined by the developer; and are subject to Final Site Plan approval. (See Divisions III and IV for specific requirements.)

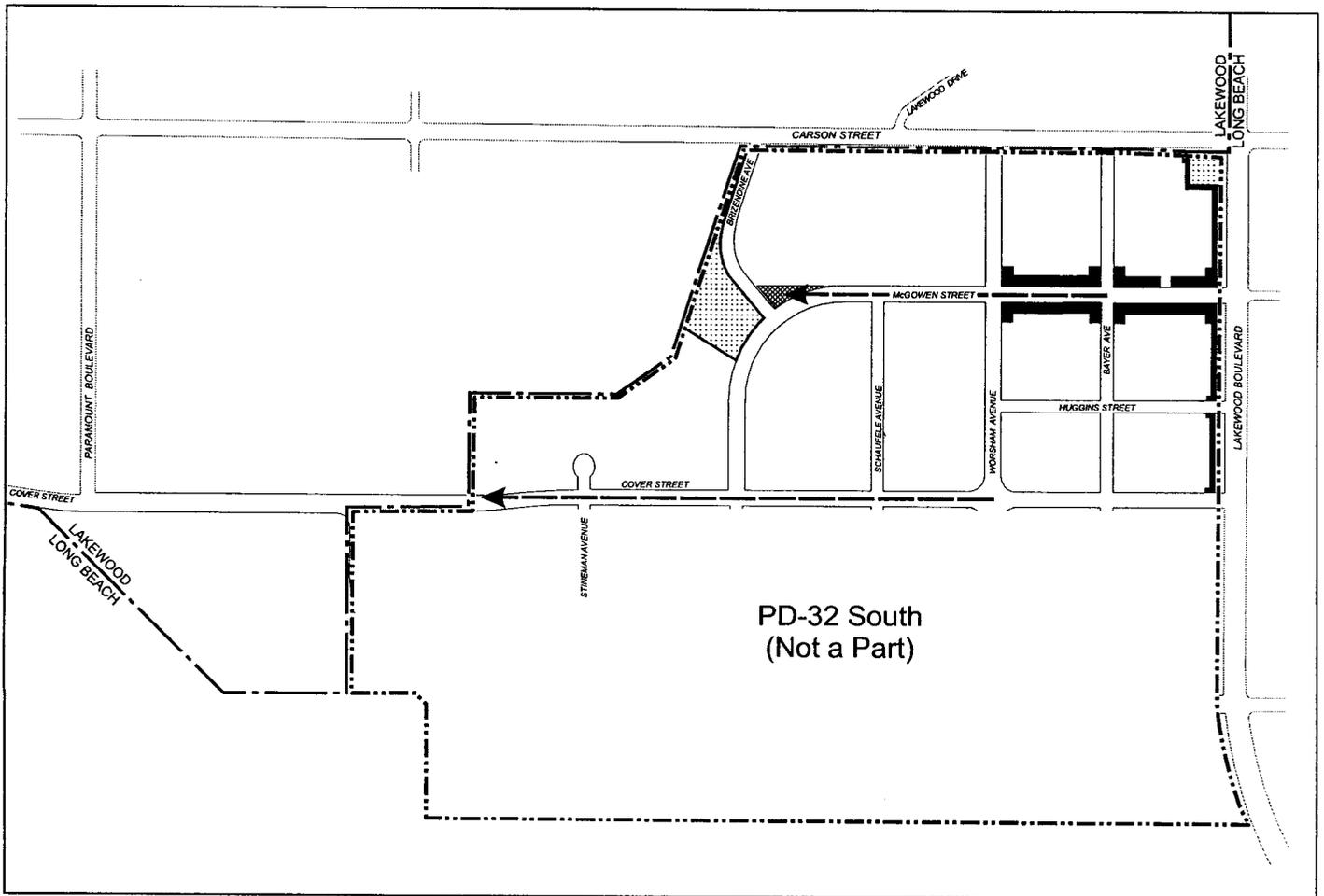
Landscape Buffers and View Corridors Easements

Landscape buffers and view corridor easements shall remain as green space planted with low lying plants to preserve orientation. A minimum of 10,000 square feet of view corridor space shall follow the McGowen Street alignment near the corner of Brizendine Avenue. See Figure 7 page 21. No building or portion thereof, parking or landscaping shall block a view of a landscape buffer or view corridor easement.

Build-To Lines

Build-to lines are established in selected locations to create a consistent street edge defining a pedestrian-friendly cohesive space. A build-to line requires a portion of a building's frontage to be built along the setback line. At Primary build-to lines, a minimum of sixty (60) percent of building frontage must be built; at Secondary build-to lines, a minimum of forty (40) percent of building frontage must be built. Articulated walls at arcades, colonnades, porches, and courtyards along such line can be used to satisfy this requirement. Some setback areas are permitted, to encourage active sidewalk uses such as cafe zones. Backs of buildings shall not be located along Lakewood Boulevard and Carson Street. (See Division III for additional information.)

View Corridors



View Corridors
(Alignments shown on map are general in nature)



View Corridor Easement
(See special development standards for Sub Area 2 for additional information)



Open Space Amenities (Fixed Location)



Primary Build-To Lines
(May set back to define community open space located along "Main Street": See special development standards for Sub Area 1 for additional information)



Secondary Build-To Lines
(See special development standards for Sub Area 1 for additional information)

Figure 7 : Build-To Lines & View Corridors

View corridors follow street alignments and are established to preserve orientation, provide a sense of place through visual linkages to the existing golf course, proposed open space and the Airport. No building or portion thereof shall block a view corridor.

Generalized Maximum Height Zones

The height of all development in PD-32: North shall be limited as described in this section. PD-32: North contains three generalized maximum height zones, each determined by anticipated development type and set by conformance to the Long Beach Airport - Runway Approach Zones - Standard for determining obstruction in air navigation, as per Part 77 of federal aviation regulations map dated 6-21-1982 (or as updated). (FAA “determination of no hazard to air navigation” letters, dated 12-02-2008 and applying to the generalized maximum height zones, are included in Division VI: Appendix. The FAA determinations include information about the evaluation and required future filings with the FAA when individual buildings are being planned and developed.)

Figure 8 illustrates height-zone term definitions. The Applicant is responsible for thoroughly investigating all restrictions for an individual parcel of land on the site, including the filing and processing of any required forms with the Federal Aviation Administration (FAA). A copy of completed FAA application forms shall be made part of the Design Review Process application package, Step Three. All documents describing building height (e.g., roof plans, sections, elevations) submitted during Design Review shall refer to proposed heights above mean sea level (AMSL).

See Figure 9 for specific boundaries of the generalized maximum height zones, which identify the maximum height permitted for buildings and all appurtenances, including (but not limited to) roofs, parapets, antennas, signs, penthouses, mechanical equipment, and screening devices. This inclusive definition supersedes the definition of building height set forth in LBMC Section 21.15.1330.

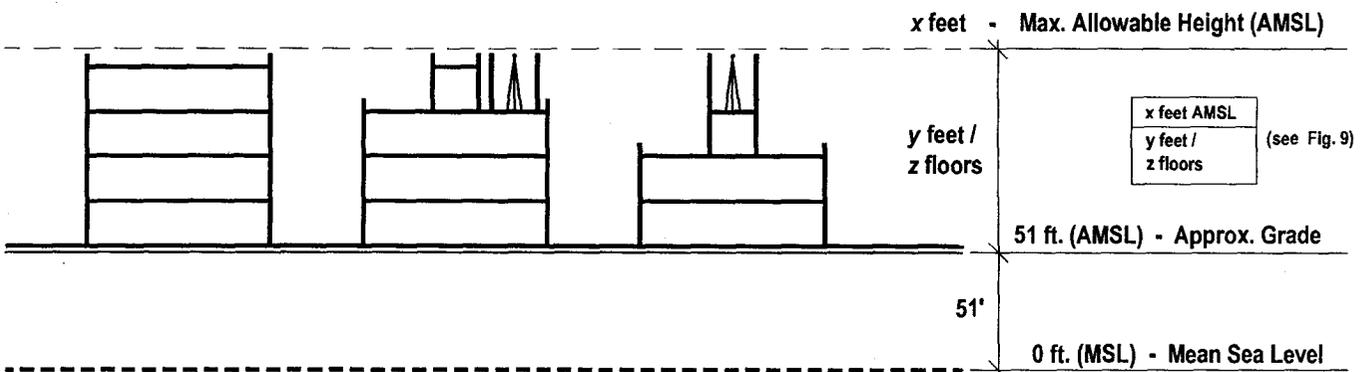
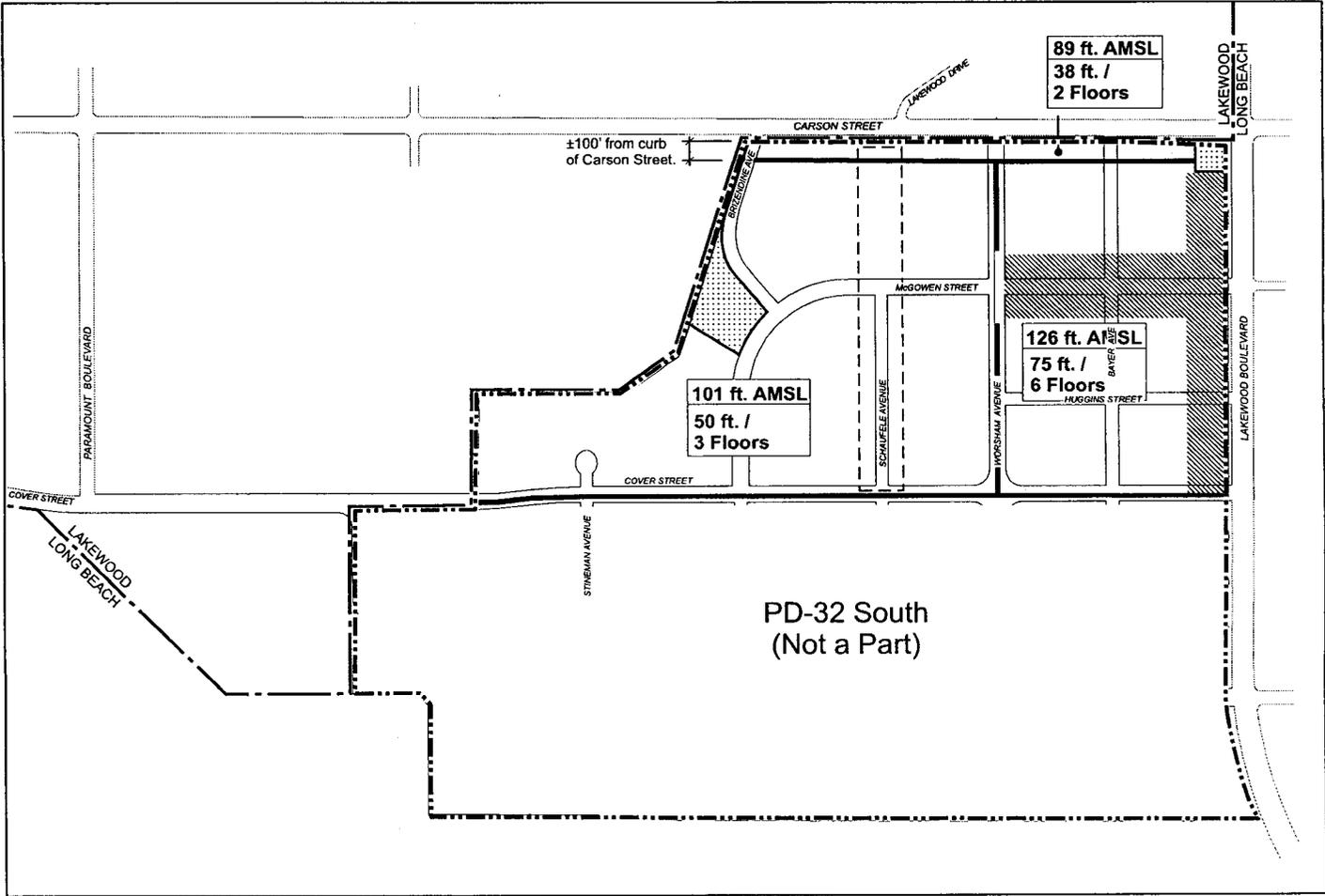


Figure 8 : Height Zone Terminology



Story (St.) : As defined in LBMC Chapter 21.15.2940

- 
Community Open Space (Fixed Location)
(Maximum Bldg. Height = 30 Ft.)
- 
Preferred Tall Building Zone
(See special development standards for sub area 1)
- 
Building Restriction Zone

NOTE : These heights shall be used in conjunction with Part 77 of the FAA Regulations Map dated 6-21-1982 (or as updated).

Figure 9 : Generalized Maximum Height Zones

The height zone between Worsham Avenue and Lakewood Boulevard, running from Cover Street north to the lowest height zone along Carson Street, is uniform in its allowance of the tallest development in PD-32: North. However, a “tall building overlay zone” applies to lots fronting McGowen Street and Lakewood Boulevard; this frontage is the *preferred* location for buildings over two floors.

Standards - Division III
Development Standards

SEPTEMBER, 2009

S t a n d a r d s

Unless otherwise noted in this document, all development is intended to be consistent with the commercial and industrial districts development standards in the LBMC.

Permitted Uses

The principal use in all sub areas shall be commercial and /or industrial as indicated in Table 2. Residential use is not permitted.

Table 2 indicates the classes of uses permitted (Y), not permitted (N), and permitted upon conditions set as part of discretionary review (D) during the Site Plan Review Process.

Commercial uses in Main Street Overlay Zone

Sites fronting on both sides of McGowen Street between Lakewood Boulevard and Worsham Avenue shall permit the commercial uses of the Neighborhood Commercial, Pedestrian oriented (CNP) zoning district of Chapter 21.32 of the LBMC.

Definitions

Floor Area

Floor Area means the total area of all floors of a building, as measured to the exterior surfaces of exterior walls. Floor Area includes halls and lobbies of a building, but does not include utility and elevator cores, stairwells, parking and restrooms. Also, exclude mechanical, electrical and sprinkler rooms.

Accessory Use

Accessory Use means a use that is customarily incidental and/or necessarily related to the principal use of the land, building, or structure. An accessory use is located on the same lot as the principal building or use and is dependent upon the principal use for the majority of its use or activity.

Warehouse

Warehouse means a building or portion thereof where goods or materials that are ready to be delivered to a retail outlet or sold to another business are kept for a period of time greater than seventy-two (72) hours prior to such delivery or sale.

Distribution

Distribution means a building or portion thereof where goods or materials that are ready to be delivered to a retail outlet or sold to another business are kept for a period of time less than seventy-two (72) hours prior to such delivery or sale.

Table 2 : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Alcoholic Beverage Sales				The concentration of existing ABC licenses and the area crime rate are factors considered in reviewing applications for alcohol sales
Off-premises sales w/in 500 ft. of district allowing residential uses	N	N	N	
Off-premises sales more than 500 ft. from district allowing residential uses	N	N	N	
On-premises sales w/in 500 ft. of district allowing residential uses	C*	N	N	
On-premises sales more than 500 ft. from district allowing residential uses	Y*	N	N	
Automobile (Vehicle) Uses				All outdoor display, storage, service and repair of vehicles is subject to special standards (see LBMC Chapter 21.45)
Auto detailing (with hand held machines only)	AP	AP	AP	Mobile businesses prohibited. Auto Detailing (with hand held machines only)
Car wash	N	N	N	
Diesel fuel sales	N	N	N	See LBMC Section 21.52.222
Gasoline sales	N	N	N	
General auto repair (body work, painting, etc.)	N	N	AP	Uses allowed indoors only. Outdoor storage of vehicles or equipment shall be prohibited.
Limousine service (does not include auto repair)	N	N	AP	Nonconforming parking rights do not apply (see LBMC Section 21.27.070).
Minor auto repair, tune up, and lube, smog test	N	N	N	
Motorcycle/jet ski sales and repair	N	N	N	
Parking service – principal use	AP	N	N	No permanent Parking Services shall be permitted. Valet only.
Recreational vehicle storage	N	N	N	
Rental agency (does not include repair)	Y	Y	N	
Automobile Sales (does not include auto repair)	N	N	N	
Towing	N	N	A	Accessory to general auto repair. Free-standing tow yards shall be prohibited.
Vehicle parts (with installation); tire store	N	C	N	
Vehicle parts (w/o installation)	Y	AP	N	

* Applies to Retail Expansion Areas in subareas 1 and 2.

Table 2 (continued) : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Billboards	N	N	N	All Billboards Prohibited
Business Office Support				
Copy, fax, mail box, or supplies	Y	Y	N	
Equipment sales, rental, or repair	Y	Y	N	
Off-set printing	Y	Y	N	
Entertainment				
Amusement machines (4 or fewer)	A	A	N	See Zoning Code Section 21.51.205 (special development standards).
Banquet room rental	A*	N	N	Accessory to restaurant only (see LBMC Section 21.51.215).
Dancing (accessory use)	Y*	N	N	Accessory to restaurant, tavern, club. City Council hearing is required for new and transferred business licenses.
Live or movie theater (w/100 seats or less)	AP*	N	N	For theaters w/more than 100 seats, see "Movie theater."
Mock boxing or wrestling	N	N	N	
Movie theater (or live theater w/100+ seats)	C	N	N	
Pool tables (up to 3 tables)	A*	N	N	Accessory to restaurant, tavern, club (see LBMC Section 21.51.260).
Private club, social club, night club, pool hall or hall rental within 500 ft. of district allowing residential uses	C	N	N	City Council hearing is required for new and transferred business licenses.
Restaurant with entertainment	Y*	N	N	City Council hearing is required for new and transferred business licenses. Restaurants proposing to locate within zone 2 shall be allowed only as an accessory use on the ground floor of Office building.
Other entertainment uses (arcade, bowling alley, miniature golf, tennis club, skating rink, etc.)	C*	N	N	
Financial Services				
ATM – Walk-up or freestanding machine on interior of building; walk-up machine on exterior of building	Y	Y	N	Requires 2 (5 minute) parking spaces for each ATM machine. Spaces shall be located within 100 ft. Such spaces may be existing required parking.
ATM – Freestanding machine, exterior	AP	AP	N	
ATM – Drive-thru machine	AP	AP	N	For drive-thru machine see standards for drive-thru lane in LBMC Section 21.45.130.
Bank, credit union, savings & loan	Y	Y	N	
Check cashing	N	N	N	
Escrow, stocks and bonds broker	Y	Y	N	
All other financial services not listed above	C	C	N	

* Applies to Retail Expansion Areas in subareas 1 and 2.

Table 2 (continued) : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Food Processing				
Food and kindred products (SIC Code 20)	N	N	Y/C	Permitted in 3 Zoning District: All uses included in SIC Code 20, except as noted below. SIC Code 2048 (includes slaughtering animals for animal feed) SIC Code 201 (includes meat packing plants, meat & poultry products) SIC Code 2091 (Canned & Cured Fish and Seafood) SIC Code 2092 (Prepared Fresh or Frozen Fish/ Seafoods) Any Permitted use proposing to locate within 300 feet of a Residentially Zoned property shall be subject to a Conditional Use Permit, subject to the requirements in LBMC Sections 21.25.201 thru 21.25.212.
Institutional				
Church or temple	N	N	N	
Convalescent hospital or home	N	N	N	
Crematorium	N	N	N	
Day care or preschool	N	Y	N	
Industrial arts trade technical/ training school	Y	Y	Y ^o	To be located on the second floor and above if located on McGowen.
Mortuary	N	N	N	
Parsonage	N	N	N	
Private elementary or secondary school	N	N	N	
Professional school/business school	Y	Y	Y ^o	To be located on the second floor and above if located on McGowen.
Social service office (with food distribution)	N	N	N	
Social service office (without food distribution)	N	AP	N	
Other institutional uses	C	C	N	
Manufacturing				The uses within these SIC Codes are limited to operations containing primarily manufacturing space with accessory display and storage uses. Freestanding Distribution centers that are primarily Warehouses are prohibited.
Apparel and other finished products made from fabrics and similar materials (SIC Code 23)	N	Y	Y	
Printing, publishing and allied industries (SIC Code 27)	N	Y	Y	
Chemicals & Allied Products Mfgs (SIC Code 28)	N	N	N	
Leather and leather products (SIC Code 31)	N	N	N	
Electronic and other electrical equipment and components, except computer equipment (SIC Code 36)	N	Y	Y	

^o Permitted in subarea 3 between McGowen and Schaufelle only.

Table 2 (continued) : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Measuring, analyzing, and controlling instruments; photographic, medical and optical goods; watches and clocks (SIC Code 38)	Y	Y	Y	
Miscellaneous manufacturing industries (SIC Code 39) - Including Jewellery Manufacturing; Toys Manufacturing; Sporting Goods Manufacturing; and Household Products.	N	Y	Y	Permitted in 2 & 3 Zoning District: All uses included in SIC Code 39, so long as the specific operation of the use is non-nuisance in nature (e.g., noise, hazardous materials, odors, dust, light and glare) and are either confined completely within the property or result in limited secondary impacts in terms of traffic, air emissions, and hours of operation, consistent with LBMC Section 21.33.020.
Furniture and Fixtures (SIC Code 25)	N	N	AP	
Paper and allied products (SIC Code 26)	N	N	Y/C	Prohibited in 3 Zoning District: SIC Code 261 (Pulp Mills) SIC Code 262 (Paper Mills) SIC Code 263 (Paperboard Mills)
Rubber and miscellaneous plastics products (SIC Code 30)	N	N	Y/C	Prohibited in 3 Zoning District: SIC Code 3011 (Tires & Inner Tubes)
Textile mill products (SIC Code 22)	N	N	Y/C	
Lumber and wood products, except furniture (SIC Code 24) - Including: Hardwood Products; Wooden Cabinets Miscellaneous Wood Products	N	N	Y/C	Prohibited in 3 Zoning District: SIC Code 2411 (Logging) SIC Code 2421 (Sawmills & Planing Mills - General) Permitted in 3 Zoning District: All other uses included in SIC Code 24, so long as the specific operation of the use is non-nuisance in nature (e.g., noise, hazardous materials, odors, dust, light and glare) and are either confined completely within the property or result in limited secondary impacts in terms of traffic, air emissions, and hours of operation, consistent with Zoning Code Section 21.33.020.
Stone, clay, glass, and concrete products (SIC Code 32)	N	N	Y/C	Prohibited in 3 Zoning District: SIC Code 324 (Hydraulic Cement) SIC Code 325 (Structural Clay Products) SIC Code 327 (Concrete, Gypsum, and Plaster Products)
Fabricated metal products, except machinery and transportation equipment (SIC Code 34)	N	N	Y/C	Prohibited in 3 Zoning District: SIC Code 348 (Ordinance and Accessories)
Industrial and commercial machinery and computer equipment (SIC Code 35)	N	N	Y	
Transportation equipment (SIC Code 37)	N	N	Y	

Table 2 (continued) : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Tobacco products (SIC Code 21)	N	N	N	
Petroleum refining and related industries (SIC Code 29)	N	N	N	
Primary metal industries (SIC Code 33)	N	N	N	
Electric Gas & Sanitary Services (SIC Code 49)	N	N	N	
Personal Services				
Basic personal services (barber/beauty shop, catering, party counseling (w/o trucks), diet center, dog/cat grooming, dry cleaner, fitness center/health club, dance/karate studio, locksmith, mailbox rental, nail/manicure shop, repair shop for small appliances or electronic repair equipment, bicycles, tailoring, shoe repair, tanning salon, travel agent, or veterinary clinic w/o boarding).	Y	AP	N	
Fortunetelling	N	N	N	
House cleaning service	N	AP	N	
Laundromat	N	N	N	
Laundry, cleaning and garment services (SIC Code 721)	N	N	Y	
Massage therapy	A*	N	N	See special conditions in LBMC Section 21.51.243. Special adult entertainment standards for massage parlor (see LBMC Section 21.45.110).
Recycling center	N	N	N	
Recycling collection center for cans and bottles (staff attended)	N	N	N	
Recycling containers for cans and bottles	A	N	N	Accessory to a grocery store only (see LBMC Section 21.51.265).
Repair shop (stove, refrigerator, upholstery, lawn mowers, etc.) - (SIC Code 76)	N	N	Y	For small appliance repair, see "Basic Personal Services." Repair service limited to inside enclosed structure.
Repair services with outdoor operations (SIC Code 76)	N	N	N	
Self storage (indoor only)	N	N	N	
Shoe-shine stand (indoor/outdoor)	A	A	N	Accessory to barber, car wash, grocery, hotel, office, or restaurant use.
Tattoo parlor	N	N	N	
Termite and pest control	N	N	N	See "Misc. – Storage of Hazardous Materials."
Veterinary Services for Animal Specialties (SIC Code 0742) Animal Specialty Services, Boarding, Kennels, Shelters (SIC Code 0752)	N	N	C	Also see "Basic Personal Services."
All personal services not listed	AP	AP	N	

* Applies to Retail Expansion Areas in subareas 1 and 2.

Table 2 (continued) : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Professional Services				
Accounting, advertising, architecture, artist studio, bookkeeping, business headquarters, chiropractic, computer programming, consulting, contracting, dentistry, engineering, insurance, law, marketing, medicine, photography, psychiatry, psychology, real estate, or tax preparation (Including SIC Codes 60, 61, 62, 63, 64, 65, 67, 73 [except 7353 and 7359], 861, 862, 863, 864, and 87)	Y	Y	Y ^o	Prohibited in 2 Zoning District: SIC Code 9223 (Correctional Institutions) SIC Code 8744 (Jails, privately operated-correctional facilities, adult privately operated) Permitted in 1 & 2 Zoning Districts: The uses within these SIC Codes are limited to operations containing primarily office space with accessory display and storage uses. Freestanding Distribution centers that are primarily Warehouses are prohibited.
All professional offices not listed	AP	AP	AP ^o	
Aviation-Related Uses				
Aviation-related uses including, maintenance and storage, pilot/ passenger amenities (restrooms, food services, classrooms and office spaces), charter operations and aircraft rentals (SIC Code 45)	N	N	N	
Aircraft Manufacturing	N	N	N	
Aircraft Storage	N	N	N	
Aircraft Services for On-site Aircraft (For on-site aircraft only (not for commercial purposes)	N	N	N	
Commercial Aviation Services (Provided by those holding valid agreements to conduct business on Long Beach Airport)	N	N	N	
Special Events	N	N	N	
Residential Uses	N	N	N	No Residential Uses shall be permitted.
Restaurant And Ready-To-Eat Foods				
Outdoor dining	A	A	N	
Restaurants and ready-to-eat foods with drive-thru lanes	C	N	N	Special standards apply (See LBMC Section 21.45.130).
Restaurants and ready-to-eat foods without drive-thru lanes	Y*	A	N	Ready to eat foods proposing to locate within 2 shall be allowed only as an accessory use on the ground floor of Office building. Restaurants prohibited in Zone 2.
Vending carts	AP	AP	N	Special standards apply (See LBMC Section 21.45.170).

* Applies to Retail Expansion Areas in subareas 1 and 2.

^o Permitted in subarea 3 between McGowen and Schaufelle only.

Table 2 (continued) : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Retail Sales				
Basic retail sales (SIC Codes 54, 5735, 5942, 7841) (except uses listed below)	Y	A*	N	Used clothing, antiques, art, books (new and used), coins, collectibles, food stores, jewelry, and trading cards are included in "Basic Retail Sales." Basic retail sales uses proposing to locate within 2 zone shall be allowed only as an accessory use on the ground floor of an Office building.
Building supply or hardware store with lumber, drywall, or masonry (including SIC Code 52, 57)	Y	N	N	For hardware store without lumber, drywall, or masonry, see "Basic Retail Sales." If located along McGowen, main entrances shall face McGowen.
Gun Store and Gun Repair	AP	N	N	Allowed only as an accessory use to primary Sporting Goods establishment
Major household appliances (refrigerator, stove, etc.)	Y	Y	N	
Manufacture of products sold on-site	A	A	N	See LBMC Section 21.51.240.
Merchandise mall, indoor swap meet	N	N	N	
Outdoor sales events (flea markets, swap meets, etc.)	N	N	N	
Outdoor vending – Flower, plant, fruit, or vegetables in conjunction with sale of related products from a retail store	A	N	N	See LBMC Section 21.51.255.
Outdoor vending – Food carts	AP	AP	N	See LBMC Section 21.45.170.
Outdoor vending – Flower cart or news cart	Y	Y	N	See LBMC Section 21.45.135.
Pawn shop	N	N	N	
Thrift store, used merchandise	N	N	N	Also see note under "Basic Retail Sales."
Vending machines	A	A	N	Accessory to existing retail sales. See LBMC Section 21.51.295.
Temporary Lodging				
Hotel/Motel	Y	Y	N	
Shelters	N	N	N	
Temporary Uses				
Carnival, event, fair, trade show, etc.	T	T	N	
Construction trailer	T	T	T	
Outdoor Vending – Mobile food truck at construction sites	T	T	T	See LBMC Section 21.53.106.
Transportation & Communication Facilities				
Communications Facilities – Freestanding monopole cellular and personal communication services	N	N	C	See LBMC Section 21.52.210.
Communication Facilities – Attached/ roof mounted cellular and personal communication services	C	C	C	See LBMC Section 21.45.115.
Communications (SIC 48)	N	N	N	SIC Code 483 (Radio and television broadcasting stations) and Microwave transmission or relay towers are permitted only with approval of a Conditional Use Permit

* Applies to Retail Expansion Areas in subareas 1 and 2.

Table 2 (continued) : Uses by Sub Area

Use	1 Zone	2 Zone	3 Zone	Notes
Communication Facilities – Electrical distribution station	N	N	Y	
Local and suburban transit and interurban highway passenger transportation (SIC Code 41)	N	N	N	
Local Trucking Without Storage (SIC Code 4212)	N	N	N	
Courier Service Except by Air (SIC Code 4215)	N	C	C	
Transportation Services (SIC Code 47) - Including: Tour Operators; Transportation Consulting;	N	C	C	
Transportation-Related Uses with no outdoor container storage	N	N	N	
Transportation-Related Uses with outdoor container storage associated with shipping/ trucking/rail	N	N	N	
Helipads	N	N	N	Aviation-related uses shall be allowed only in the geographic area south of "G" Street.
Wholesale Trade				
Wholesale Trade - durable goods (SIC Code 50) - and nondurable goods (SIC Code 51)	Y	Y	Y	The uses within SIC Code 50 and 51 are limited to operations containing primarily office space with accessory display and storage uses. Freestanding Distribution centers that are primarily Warehouses are prohibited.
Miscellaneous				
Research and development, Bio-science, Life-science and Medical devices laboratories.	AP	Y	Y	
Aircraft manufacturing and aircraft manufacturing related uses.	N	N	Y	

* Applies to Retail Expansion Areas in subareas 1 and 2.

Abbreviations:

Y = Yes (permitted use).

N = Not permitted (prohibited use).

C = Conditional Use Permit required. For special conditions, see LBMC Chapter 21.52

A = Accessory Use. For special development standards, see LBMC Chapter 21.51

AP = Administrative Use Permit required. For special conditions, see LBMC Chapter 21.52

T = Temporary Use. Subject to provisions contained in LBMC Chapter 21.53

IP = Interim Park Use permit required. For special conditions, see LBMC Chapter 21.52

Y/C = Either permitted by right or subject to Conditional Use Permit review, depending upon locational criteria contained under "Permitted Uses".

Footnote:

(1) The following alcoholic beverage sales may be exempted from the Conditional Use Permit requirement.

- a. Restaurants with alcoholic beverage service only with meals. This generally means any use with a fixed bar is not exempt. A service bar is not considered a fixed bar. A sushi bar, where alcoholic beverages are served at the same bar where meals are served, is considered serving alcoholic beverages only with meal service. A cocktail lounge without a bar, but with primarily service of only hors d'oeuvres and alcoholic beverages is not exempt. Any restaurant with more than 30 percent of gross sales consisting of alcoholic beverages shall lose its exemption and be required to obtain a Conditional Use Permit to continue to sell alcohol.
- b. Use located more than 500 ft. from zoning districts allowing residential use.
- c. Department store or florist with accessory sale of alcoholic beverages.
- d. Grocery stores of 20,000 sq. ft. or greater with accessory sale of alcoholic beverages.
- e. Existing legal, nonconforming uses. (Ord. C-7663 § 42, 1999).

Minimum Lot Area

Table 3 establishes the minimum lot area in each sub area.

Table 3 : Permitted Lot Area

Sub Area	Minimum Lot Area *
Sub Area 1	10,000 sq. ft.
Sub Area 2	20,000 sq.ft.
Sub Area 3	20,000 sq. ft.

** Stated lot area minimums indicate the scale of development intended for PD-32: North. Applicant may propose lots to a minimum size of 5000 SF in subarea 1 with proposed cross-lot drainage, ingress/egress and reciprocal parking easements during Step 1 of the Design Review Process as part of a Conceptual Site Plan Review, which the City will consider for approval based on use proposed.*

Setbacks

Setbacks from both public and private streets shall be provided for the purpose of providing light, air, pedestrian and vehicular circulation, emergency access and general aesthetic improvements.

The required setbacks indicated in Table 4 shall be clear of all structures from the ground to the sky (except as otherwise permitted) and shall be landscaped and maintained in a neat and healthy condition according to the landscaping provisions of this document.

Building Frontage

Buildings should be located at the front setback, with entrances facing the street wherever possible.

Corner Cut-off

At corners of properties at street intersections, intersections of streets and alleys and at intersections of driveways and property lines, new construction shall not be permitted in such a manner that it significantly impedes visibility between heights of 3 feet and 7 feet above the ground in a corner cut-off of at least 6 feet by 6 feet (measured from the intersection of the property lines or the intersection of a driveway and a property line). One vertical support element such as a column is permitted in the corner area, if the cross-section of the element fits within a circle with a diameter of 18 inches. This requirement may be waived through the Site Plan Review process if the Director of Public Works finds that the cut-off is not necessary.

Table 4 : Required Yard Setbacks between Buildings and Property Lines

Sub Area	Minimum Front Yard Setbacks for Building (ft.)		Minimum Setback from Interior Property Line (ft.)
	From Collector Road	From Local or Private Street	
Sub Area 1	0 ft. (Worsham) * 16 ft. (McGowen) * 18 ft. (Cover) *	11 ft. *	0 ft. *
Sub Area 2	18 ft. ***	18 ft. ***	5 ft. **
Sub Area 3	18 ft.	18 ft. ****	5 ft. **

* Refer to Special Development Standards for additional setback requirements

** Subject to Site Plan Review process

*** Buildings containing ground-floor retail uses shall maintain a 0 ft. minimum front setback.

**** A 10 ft. setback is required at the proposed electrical substation.

Permitted Structures

No structures, including above-ground utility equipment, are permitted in required setbacks (yards), except:

- Signs, as specified in the chapter relating to on-premises signs (LBMC Chapter 21.44)
- Outdoor dining (subject to approval from Site Plan Review Committee)
- Vehicle parking (surface lots). Table 5 of this document establishes the minimum landscaped setback required between the parking lot and the street property line
- Awnings, canopies and trellises as allowed by the LBMC
- Projections are permitted into the required setbacks in accordance with those permitted in the Commercial Zoning Districts of the LBMC (see LBMC Section 21.32.220 C)
- Above-ground utility equipment may be allowed in front setback areas only if it is demonstrated during Site Plan Review that the site's configuration, in conjunction with applicable regulations and stated requirements for access by utility providers and/or fire department, will not permit any other location. Above-ground utility equipment is allowed in setback areas at interior (side or rear) property lines. Screening shall be provided in all cases.

Required Landscaping

Except for frontage along pedestrian-oriented streets in Sub Area 1, all required setbacks shall contain an area not less than six (6) feet in width planted with trees,

Table 5 : Required Yard Setbacks between Parking Lots and Property Lines

Sub Area	Minimum Front Yard Setbacks for Parking Lot (ft.)		Minimum Setback from Interior Property Line (ft.)
	From Collector Road	From Local Street	
Sub Area 1	6 ft. *	6 ft.	6 ft. **
Sub Area 2	6 ft. *	6 ft.	6 ft. **
Sub Area 3	6 ft. *	6 ft.	6 ft. **

* Along Cover Street, surface parking lots shall be set back 18 ft. minimum from property line. Along Lakewood Boulevard in Sub Area 1, surface parking lots shall be set back 26 ft. minimum from property line.

** This standard can be waived for property lines between joint-use parking lots through Site Plan Review process

shrubs and/or ground cover. Along Cover Street, the entire eighteen (18) foot setback shall be landscaped. Except for access driveways, parking shall be prohibited within the required landscaped setbacks of Cover Street. See Special Development Standards for additional requirements, as well as Division IV: Landscape Standards.

General Screening Requirements

The following required screening shall apply in all sub areas:

Open Storage

Open storage shall be prohibited. Merchandise is not permitted to be displayed outdoors, unless specifically granted through Site Plan Review.

On-Grade Parking Garages

Architectural Treatment

The building facade of any parking structure shall be designed to be compatible in color, material, and architectural treatment and detail with the building(s) it serves. In addition, landscape screening shall be provided.

Screening

Ramps, cars, and sources of artificial lighting in parking structures should not be visible from public streets and sidewalks at ground level. Ramp openings at parking entrances are not required to be screened.

Surface Parking Lots

All surface parking lots, including parking area screening and landscaping, shall be designed in accordance with the development standards in LBMC Chapter 21.41.

Mechanical Equipment on Rooftops

All rooftop mechanical equipment (except solar collectors, downspouts and rain gutters) shall be screened on all sides to a height not less than that of the tallest item screened. All such screening shall be to the reasonable satisfaction of the Site Plan Review Committee, and be approved by Long Beach Development Services.

Security

All rooftop mechanical equipment shall be secured from unauthorized entry to the satisfaction of Long Beach Development Services. Outdoor rooftop access is prohibited.

Materials

All rooftop mechanical equipment screening devices shall be of a material requiring a low degree of maintenance. Wood shall not be utilized. All screening devices shall be well integrated into the design of the building through such items as parapet walls continuous with the walls of the structure, architectural roof features, or equipment rooms. Louvered designs are acceptable if consistent with the building design style.

Substitutions

Well-planned, compact, architecturally integrated rooftop equipment may be substituted for screening, with the approval of the Site Plan Review Committee and Long Beach Development Services.

General Requirements for the Design of Buildings

All commercial buildings shall comply with the following design criteria:

Architectural Themes

Architectural themes, modules and materials present on the main facade of the building shall be used on all other facades.

Change of Material

Each building facade must contain a primary and an accent material, and the accent material(s) must cover not less than ten (10) percent of the facade. Exceptions may be granted as part of Site Plan Review.

Building Finished Floor

All commercial buildings shall have the first habitable floor level not more than four (4) feet above grade within the front thirty (30) feet of the building. All buildings with retail or other pedestrian-oriented uses fronting the sidewalk shall have the first habitable floor located approximately at grade.

Accessory Structures

Use Restrictions

The use of accessory buildings and structures shall conform to the requirements of LBMC Chapter 21.51 (Accessory Uses).

Locations Permitted

Accessory structures and buildings may be placed anywhere on a lot (subject to Site Plan Review) except within the required setbacks.

Trash Collection/Container Areas

Adequate trash receptacles shall be provided to accommodate all refuse generated on a site. Recycling material containers must also be accommodated. All trash areas shall have a roof or canopy, be screened from public view on three sides, and shall conform to the development standards contained in LBMC Sections 18.95 and 21.45 (Special Development Standards).

Utility Cabinets & Meters Screening

All utility cabinets and meters shall be located in an area least visible from the public right-of-way. Additional landscape planting shall provide further screening where permitted by utility company access requirements and available space.

Undergrounding of Utilities

All projects requiring site plan review shall underground all overhead utility service to the site. The utility company's design of the electric system, including locations and aesthetic treatment, shall be in accordance with the regulations of the Public Utilities Commission of the State of California.

Off-street Parking and Loading Requirements

Parking and loading areas shall be provided as required in LBMC Chapter 21.41 (Off-Street Parking and Loading Requirements). See Division V: Sustainability on requirements for a Transportation Demand Management Plan as well as for sustainability measures for shared parking and parking areas and landscape requirements.

Landscaping Requirements

Landscaping shall be provided as required by LBMC Chapter 21.42 (Landscaping Standards) unless otherwise noted. See Landscape Standards in Division IV and V.

Fences and Garden Walls

Fences and garden walls are not permitted within required front street setbacks unless granted through the Site Plan Review process. Otherwise, fences and garden walls are permitted accessory structures subject to the development standards contained in LBMC Chapter 21.43 (Fences and Garden Walls). Landscape screening shall be provided. Chain link fence and razor blade and similar materials are prohibited. See also Landscape Standards in Division IV.

Signs and Signage

A signage master plan shall be prepared for each of Sub areas 1, 2, and 3 in conjunction with each sub area's first phase of development. Master plan shall include all types of signage located in both the public right-of-way and in areas of private development parcels visible from the right-of-way; signage for open space amenities located within each sub area will also be addressed. Though it is anticipated that the signage aesthetic or motif in the mixed-use district may differ from that in the office and light industrial districts, newer signage master plans should take visual cues from existing sign designs already in place. (This includes the first signage master plan undertaken in PD-32: North, which should take into consideration existing signage in PD-32: South.) This is so that the different sign systems in Douglas Park do not appear visually uncoordinated or random.

Billboards, pole signs, roof signs, rotating or moving signs, flashing signs, and electronic message board signs are prohibited. See Guidelines for additional information. On-premises signs are permitted in all districts subject to the requirements of LBMC Chapter 21.44 (On-premise Signs).

Right-of-way Dedications and Improvements

Public rights-of-way shall be reserved, dedicated and improved as provided for in LBMC Chapter 21.47 (Dedication, Reservation and Improvement of Public Rights-of-Way).

Required private streets shall be recorded as private rights-of-way, subject to public access, and designed and constructed to standards of public streets as required in LBMC Section 21.47. Alignments shall be generally located per Figure 5 in Division II; precise locations shall be determined at the time of Subdivision Map approval, and shall be approved by the Director of Public Works.

Special Development Standards

Open Space Amenities

A variety of open space amenities shall be provided in PD-32: North. Community open spaces and mid-block pedestrian connections will be dedicated open space easements, subject to public access, and designed for public use. Refer to Divisions II and IV for additional information.

Community Open Spaces

A minimum of four (4) community open spaces shall be provided, totaling 1.5 acres minimum, in addition to Douglas Plaza and Jansen Green. Two such spaces shall be located in Sub Area 1: one north and one south of McGowen Street. Another two such spaces shall be located in Sub Area 2: one north and one south of McGowen Street. Conceptual locations are indicated in Figure 6, but actual locations may be different, provided the intent established here and in Division II is maintained. Locations will be set at the time of Final Site Plan approval.

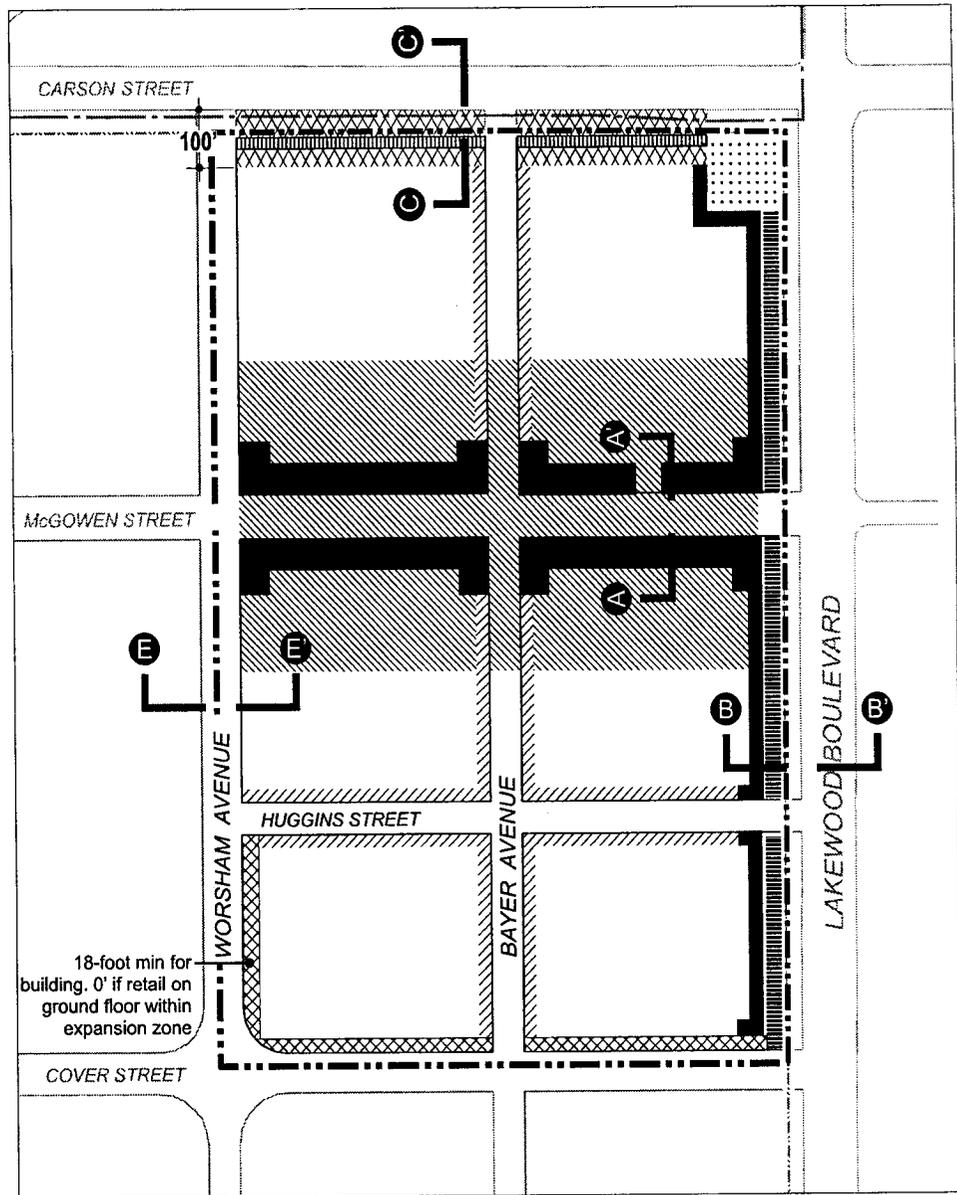
One community open space in Sub Area 1 shall be at least one-half (0.5) acre in size; all remaining spaces shall be at least one-third (0.33) acre; minimum dimension shall be sixty (60) feet. Area shall be measured as net acreage, exclusive of public rights-of-way, private streets, development sites, setbacks, and privately functioning use areas (e.g., cafe zones). Each community open space shall be bounded on at least two sides by streets and/or pedestrian connection; at least one boundary shall be a public or private street. Appropriate outdoor uses shall be identified and designed for; see Division IV: Landscape Standards for additional information.

Street Gateways

A minimum of three (3) street gateway features shall be provided on site. Each gateway shall have at least 2,500 square feet of open space on each side of the street, with a minimum combined total of 5,000 square feet at each location. These gateways shall be located at intersections of Carson Street and Worsham Avenue, McGowen Street and Lakewood Boulevard, and Cover Street and Lakewood Boulevard. Site design, size and proposed art work are subject to Site Plan Review approval

Mid-Block Pedestrian Connections

A minimum of three (3) mid-block pedestrian connections will be provided to subdivide large blocks into more easily walkable areas connected to streets (public and private) and community open spaces. Every attempt should be made to locate other plazas and courtyards serving individual projects along these connections.



- | | | | |
|--|-------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------|
| | 26-foot Minimum Building Setback and surface parking lot from property line along Lakewood Boulevard | | Sub Area Boundary |
| | 18-foot Minimum Building Setback and surface parking lot from property line along Cover Street | | Main Street Overlay Zone |
| | 11-foot Minimum Building Setback along private streets | | Primary 'Build-To' Line |
| | 10-foot Minimum Building Setback along Carson Street | | Secondary 'Build-To' Line |
| | 0-foot Minimum Building Setback (6-foot Parking Setback) | | Community Open Space (Fixed Location) |
| | 38-foot height limitation
<i>This height zone runs from the curb at Carson Street to a line 100 ft. south of the curb.</i> | | |

Figure 10 : Sub Area 1

Conceptual locations are indicated in Figure 6, but actual locations may be different, provided the intent established here and in Division II is maintained. Locations will be set at the time of Final Site Plan approval.

Each connection easement shall be twenty (20) feet wide minimum (eight-foot paved path flanked by six-foot planted area along each side). Alignment shall link at least two (2) public streets in no more than three (3) lengths total, not contorted into multiple sections. (In general, alignment may be located anywhere at the block interior, not only at the center.) Lighting, signage, and visibility shall be considered to maintain a safe pedestrian environment. See Division IV: Landscape Standards.

Sub Area 1: Mixed-Use District

This sub area is intended to be a mixed-use commercial district of office, retail, entertainment, restaurant and hotel uses; no residential uses are permitted.

All of the 225,000 square feet of retail development allowed in Sub Area 1 shall be located in the “primary retail zone” bounded by Carson Street, Worsham Avenue, Lakewood Boulevard, and Huggins Street. Additional retail development is allowed in the “retail expansion zone” directly south of the “primary retail zone” and extending to Cover Street (part of the “retail expansion zone” is located in Sub area 2, on the west side of Worsham Avenue). A corresponding reduction of 1.5 square feet of office and/or industrial development for every square foot of retail expansion is required.

McGowen Street, between Lakewood Boulevard and Worsham Avenue, is intended as a lively, walkable “main street” on which this district is focused. A “main street overlay zone” (described below) will apply to development along this frontage.

Required private streets in this district shall be recorded as private rights-of-way, subject to public access, and designed and constructed to standards for public streets as required in LBMC Section 21.47. On-street parking is required on all internal streets, public and private, within and bounding Sub area 1. Off-street parking shall be provided in lots and/or structures set back and screened from rights-of-way fronted with pedestrian-oriented uses.

Douglas Plaza, an open space at the corner of Carson Street and Lakewood Blvd is adjacent to this district. A network of public sidewalks and dedicated pedestrian connections shall link together this and other open space amenities in Sub areas 1 and 2.

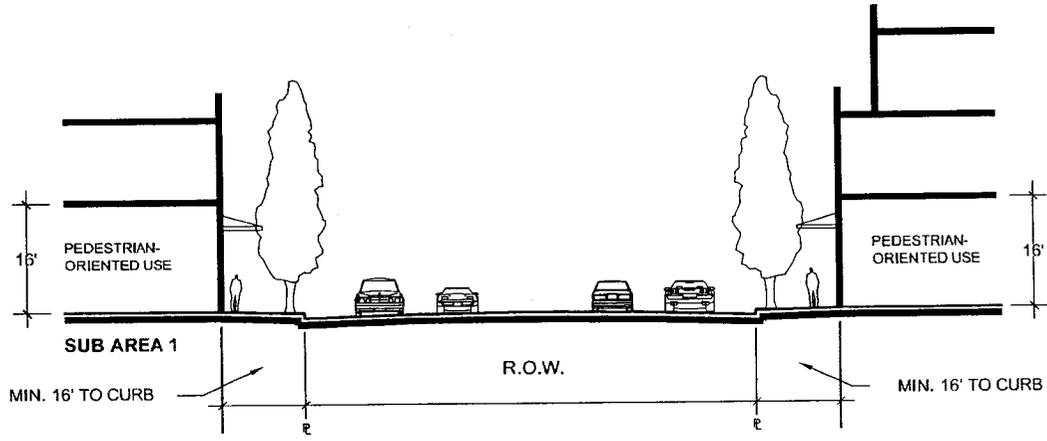


Figure 11 : Section at A-A

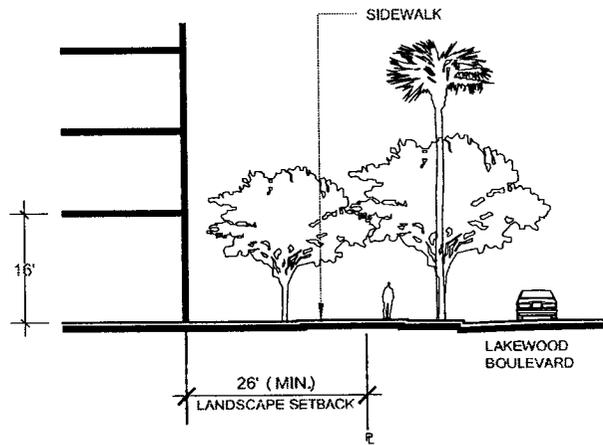


Figure 12 : Section at B-B

With the intent of further establishing a “gateway” element for Long Beach to complement the existing War Memorial to the east, the placement of commercial buildings abutting the southerly and westerly sides of Douglas Plaza is encouraged. Commercial uses may include office, retail, hospitality and mixed-use. To the extent practical, ground floor uses within such buildings should orient to the Plaza.

Maximum Building Footprint

One building footprint of up to a maximum of 50,000 square feet shall be allowed to house a single anchor-tenant in the Main Street Overlay Zone of Subarea 1. All other building footprints shall be limited to a maximum of 25,000 square feet for single-tenant occupancy. Multi-tenant building footprints, or buildings located outside the Main Street Overlay Zone of Sub-Area 1, are exempt from the square feet maximum provided the critical mass and variety of the retail space within the Main Street Overlay Zone remain viable per the approval of the Director of Development Services.

(Stated single-tenant building footprint maximums indicate the scale of development intended for PD-32: North. Applicant may propose larger building footprints for single-tenant occupancy in Subarea 1 or the Expansion Zone during the Conceptual Site Plan Review process, which the City will consider for approval based on the proposed use and location.

Build-To Lines

A build-to line requires a portion of a building’s frontage to be built along the setback line. At Primary build-to lines, a minimum of sixty (60) percent of building frontage must be built, to a minimum height of sixteen (16) feet. At Secondary build-to lines, a minimum of forty (40) percent of building frontage must be built, to a minimum height of sixteen (16) feet. Articulated walls at arcades, colonnades, porches, and courtyards along such line can be used to satisfy this requirement.

If the remainder of the frontage is set back, such portions shall not be more than ninety (90) feet in length, or set back more than fifteen (15) feet from the build-to-line, in order to maintain the continuity of the street edge. At any community open space located along the “main street” portion of McGowen Street, the setback may be deeper and extend longer, but the same street-wall architectural treatment at the build-to line shall also “wrap” the sides of the space.

Tall-Building Overlay Zone

Frontage along McGowen Street and Lakewood Boulevard in Sub area 1 is intended for the district’s tallest buildings --those over two stories in height. Step-backs above the second floor are allowed along McGowen Street.

Facade Articulation

Along rights-of-way, no continuous building wall shall extend more than sixty (60) feet in width without a facade articulation element at least twelve (12) inches in depth.

Blank walls are not allowed along McGowen Street. Elsewhere, the maximum width of a blank wall without articulation or relief of at least twelve (12) inches in depth shall be sixty (60) feet. Facade articulation shall consist of elements such as expressed structural bays but may also include non-structural features (e.g., pilasters, moldings, recessed or projecting wall planes, or display features) to create visual interest.

“Main Street” Overlay Zone

One of a few gateways into PD-32, McGowen Street between Lakewood Boulevard and Worsham Avenue is conceived of as the heart of Douglas Park’s mixed-use district, where wide sidewalks will link together ground-floor retail storefronts, building lobbies, plazas, and other pedestrian-oriented uses, with office uses located on upper floors overlooking the busy street scene. Convenient on-street parking will also be provided, to further encourage activity and convenience for visitors.

Ground-floor frontages along this portion of McGowen Street shall provide pedestrian-oriented uses, which are defined to include the following:

- Restaurants & ready-to-eat foods
- Retail sales & art galleries
- Personal service uses (e.g., barber/beauty shop, dry cleaner, mailbox rental, locksmith, manicure shop, tanning salon, travel agent, children activity center)
- Lobbies of: hotels, office buildings, movie/live theaters, or of any other approved entertainment or fitness center uses
- Public plazas and outdoor dining areas.

Pedestrian-oriented uses shall occupy at least sixty (60) percent of the ground-floor building frontage on streets where active pedestrian uses are required. “Shadow” art galleries, historical displays, artist studios, back-office uses or sales offices may be allowed only as temporary, transitional uses.

Minimum Depth of Ground-Floor Space

Within the main street overlay zone, ground-floor storefront spaces which “line” or “wrap” a parking structure shall have a minimum interior depth of twenty (20) feet.

Display/Clear Window Requirement

Clear, non-reflective display windows/doors shall comprise at least sixty (60) percent of the ground-floor street facade at pedestrian-oriented uses. Such glass should be clear with an exterior daylight reflectance of not more than eight (8) percent. The maximum height of the bottom sill of required display windows shall not exceed thirty (30) inches above the adjacent sidewalk. Ground-floor wall areas without windows shall be not more than five (5) feet in width.

First Floor Elevation

In order to promote easy pedestrian access, the first level of buildings which require ground-floor pedestrian oriented uses shall have a floor elevation which approximates the elevation of the adjacent sidewalk.

Setbacks

Required setback areas along streets with pedestrian-serving uses shall be landscaped, and considered an extension of the sidewalk. No turf landscaping of such setback is allowed; however, landscape planters, vine pockets and plantings in decorative pots shall be allowed. Also, in order to promote active sidewalk use as well as passive rest areas, the inclusion of dining patios, landscaping, raised planters, seat walls, benches, bike racks and other amenities are encouraged. None of these features shall reduce the clear pedestrian path of travel below ten (10) feet in width. See Division IV: Landscape Standards for additional information.

Awnings and Canopies

Storefront awnings and canopies are strongly encouraged. The minimum vertical clearance between ground/ sidewalk level and the bottom of the awning/ canopy should be ten (10) feet. Awnings/ canopies should be placed below the ground-floor cornice (or below the sills of the second story windows if no cornice exists). Awnings/canopies should be divided into sections to reflect the major vertical facade divisions. The awning/canopy may encroach over the public sidewalk if at least four (4) feet of clearance is maintained from the street curb line. For awnings and canopies, the materials, shape, rigidity, reflectance, color, lighting, and associated signage should strongly relate to the architectural design of the building.

Entrances Facing the Street

Building and storefront main entrances should open onto the public right-of-way or onto required private street. Entrance doors should be setback at least three (3) feet from the property line in order to avoid encroachment onto the right-of-way.

Exterior Design

Exterior elevations shall be designed with some articulation to create visual interest and enhance pedestrian experience and activity. Three-dimensional elements (both structural and non-structural) such as cornices, pilasters, wall offsets and structural bays shall be used to modulate facade planes.

Vehicular Driveway Access

Vehicular driveway access is prohibited along frontages which require pedestrian-oriented uses. All vehicular access shall be taken via secondary/ local streets that will not disrupt pedestrian circulation. Future access streets and driveways are encouraged to reinforce the grid imposed by the street hierarchy of the Plan Area. This requirement may be modified through the Site Plan Review process if necessary.

Private driveways and/or parking aisles are allowed to cross mid-block pedestrian connections at a maximum of two points between public rights-of-way.

Waste Management Plan

A waste management plan shall be prepared and submitted to the City for approval in conjunction with the first phase of development in Sub Area 1, taking into account the possibility of a concentration of restaurants and food-serving establishments, particularly along McGowen Street. The waste management plan shall meet all applicable requirements set forth in the LBMC, and will accommodate the demand for storing and sorting recyclables. Affected trash enclosures may, upon determination of Long Beach Development Services, require provision of one or more of the following: roof; fire sprinklers; hose bibs with hot and cold water supply; drain to sewer; sealed trash compactor; air-conditioning or refrigeration; and/or grease collection system. See Division V: Sustainability Standards for additional requirements.

Sub Area 2: Office District

This sub area shall develop as an attractive, pedestrian-friendly office campus. High quality, low-density buildings will be located at front setbacks, and engage the street and sidewalk with building entries, articulated facades, and inviting landscape design. Parking areas will be placed behind and/or beside buildings to the greatest extent possible. Careful site planning will place service features and utility elements away from building entrances and other high-visibility areas, and such items will be substantially screened from public view.

Lots fronting along the west side of Worsham Avenue (extending from Carson Street south to the lot at the southwest corner of Worsham Avenue and McGowen Street) comprise the western part of PD-32: North's "retail expansion zone." Additional retail development (over and above the amount allowed in the "primary retail zone" in Sub Area 1) is allowed in the "retail expansion zone" in this part of Sub area 2 and the southern part of Sub area 1. (A corresponding reduction of 1.5 square feet of office and/or industrial development for every square foot of retail expansion is required.)

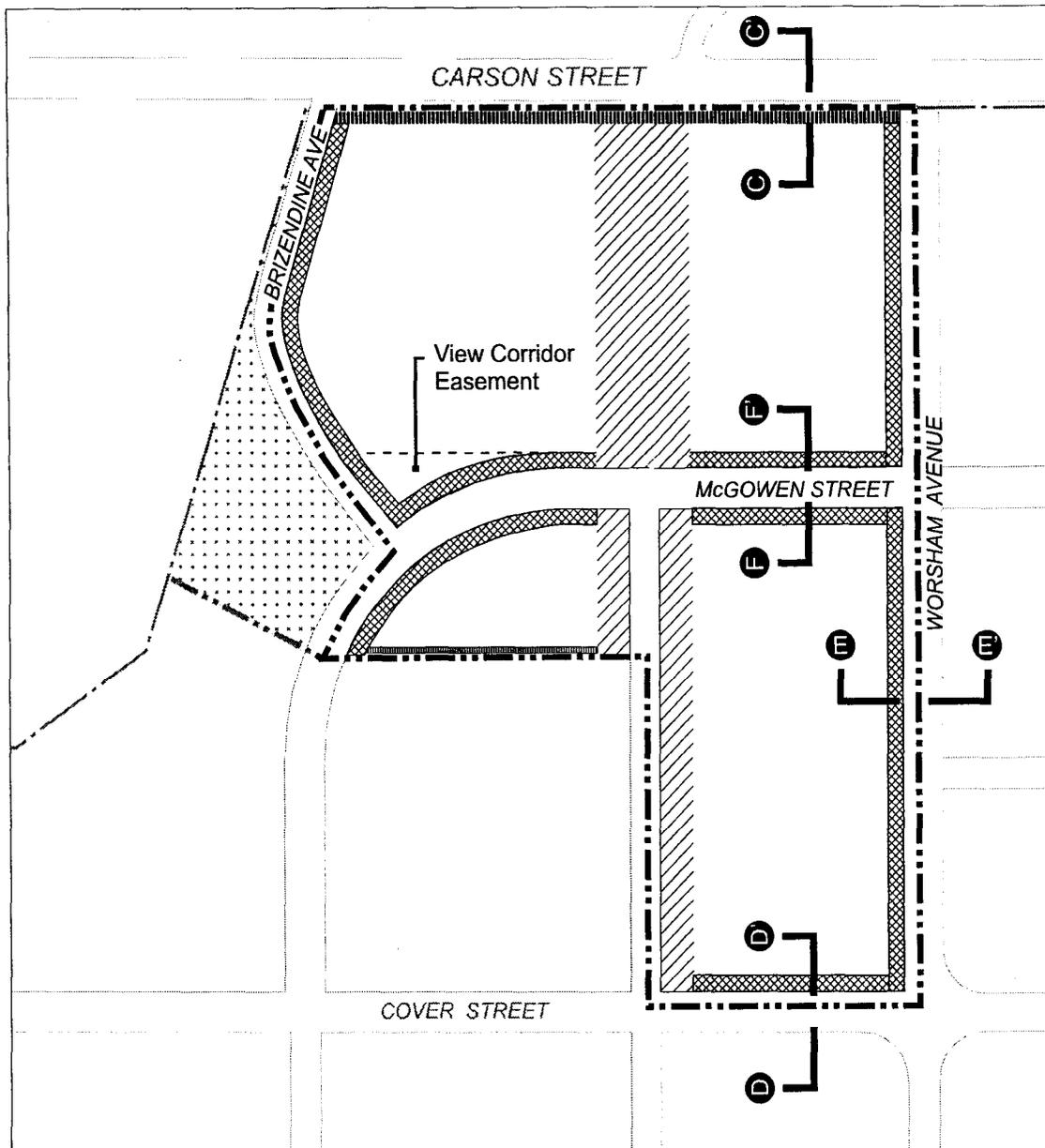
Buildings in the "retail expansion zone" with retail uses shall have a zero (0) foot front setback, and shall be located at the front setback line, with retail spaces located on the ground floor and oriented with entries and storefronts toward the sidewalk (rather than set back, or behind parking).

Continuous Building Edge/ Facade Articulation

Along all streets, no continuous building wall shall extend more than one hundred (100) feet in width without a facade articulation element. Blank walls are discouraged, and the maximum width of a blank wall without articulation or relief of at least twelve (12) inches in depth shall be sixty (60) feet. Facade articulation shall consist of elements such as expressed structural bays but may also include non-structural features (e.g., pilasters, moldings, recessed or projecting wall planes, or display features) to create visual interest.

Vehicular Driveway Access

Future access streets and driveways are encouraged to reinforce the grid imposed by the street hierarchy of the Plan Area. This requirement may be waived through the Site Plan Review process if necessary. Private driveways and/or parking aisles are allowed to cross mid-block pedestrian connections at a maximum of two points between public rights-of-way.



-  5-foot Minimum Building Setback from Interior Property Line
-  10-foot Minimum Building Setback along Carson Street
-  18-foot Minimum Building Setback and surface parking along Cover Street. (0-foot minimum for buildings containing ground floor retail within the Retail Expansion Zone)
-  Building Restriction Zone
-  Sub Area Boundary
-  View Corridor Easement (No buildings and parking allowed; low landscaping are allowed)

Figure 13 : Sub Area 2

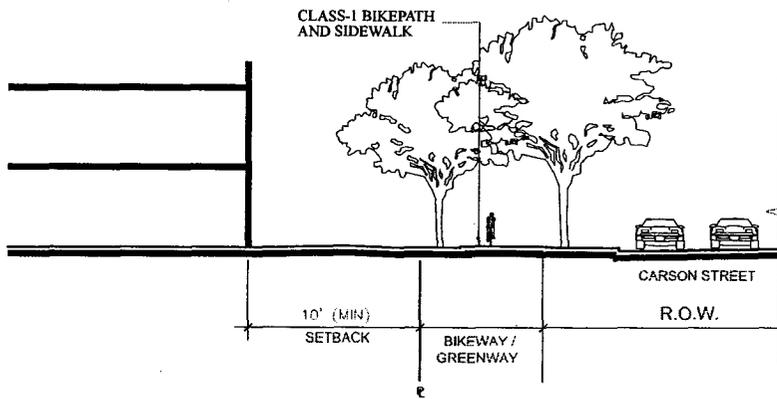


Figure 14 : Section at C-C

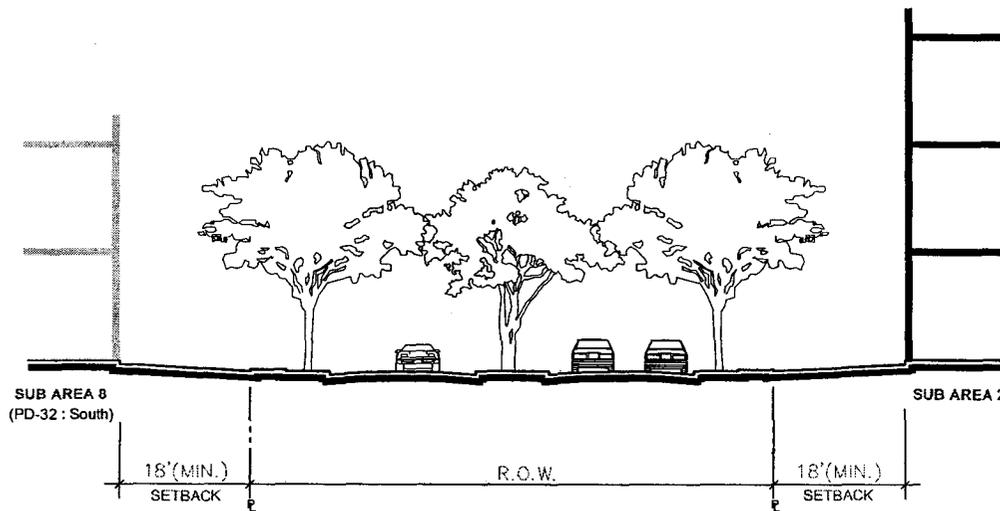


Figure 15 : Section at D-D

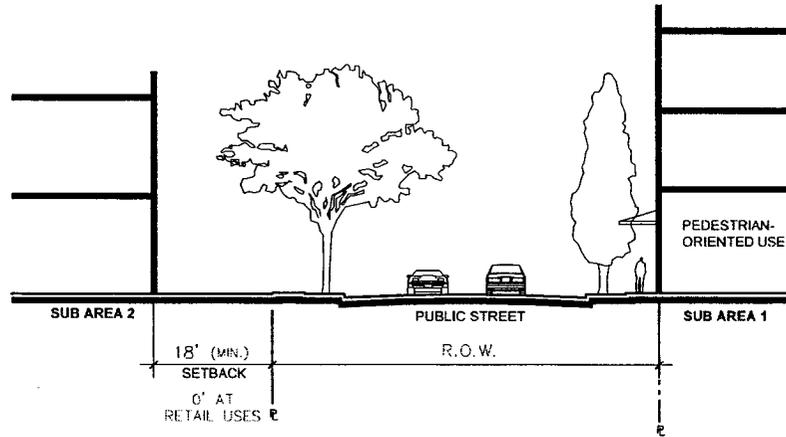


Figure 16 : Section at E-E

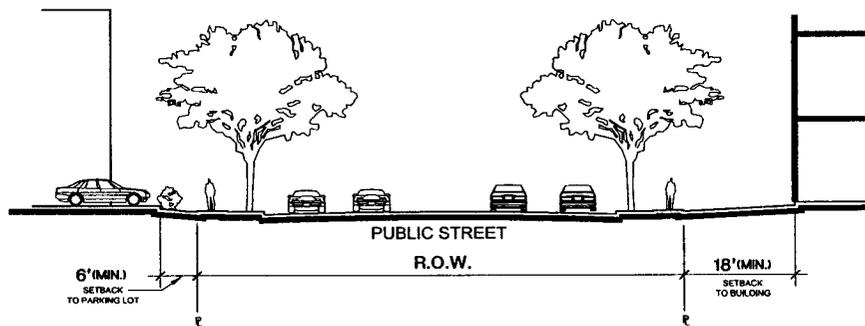


Figure 17 : Section F-F

Sub Area 3: Office / Research & Development / Light Industrial District

This sub area shall be primarily for office and light-industrial uses, including research and development, manufacturing, and warehouse/distribution (as an accessory use).

Similar to Sub area 2, this district shall develop as a pedestrian-friendly campus setting. Low-density buildings will be located at front setbacks, and engage the street and sidewalk with building entries, articulated facades, and inviting landscape design. Parking areas will be placed behind and/or beside buildings to the greatest extent possible. Careful site planning will place service features and utility elements away from building entrances and other high-visibility areas, and such items will be substantially screened from public view.

Continuous Building Edge/ Facade Articulation

Along all streets, no continuous building wall shall extend more than one hundred 100 feet in width without a facade articulation element. Blank walls are discouraged, and the maximum width of a blank wall without articulation or relief of at least twelve (12) inches in depth shall be sixty (60) feet. Facade articulation shall consist of elements such as expressed structural bays, pilasters, moldings, recessed wall panels, or display features to create visual interest.

Vehicular Driveway Access

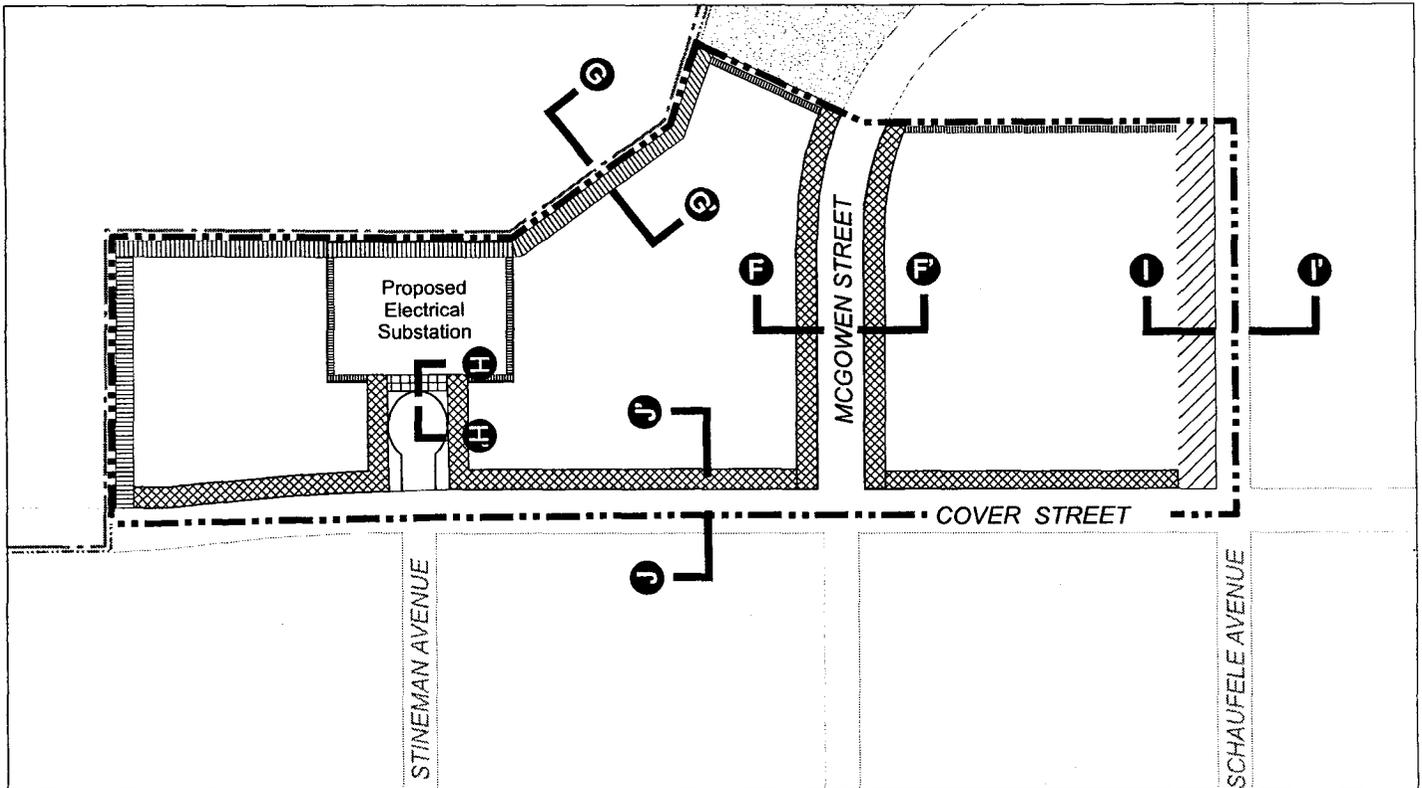
Future access streets and driveways are encouraged to reinforce the grid imposed by the street hierarchy of the Plan Area. This requirement may be waived through the Site Plan Review process if necessary.

Electrical Substation

An electrical substation may be developed in this sub area. Southern California Edison has provided general information on the size of the facility. The substation shall have a maximum footprint of approximately 250-feet by 260-feet, and power lines connecting to the substation shall be routed through new underground substructures.

The substation shall have a low-profile structure (equipment will be approximately 20 feet in height) and underground feed lines, with an 8-foot perimeter masonry screen wall located at the building setback line, and associated perimeter landscaping between the right-of-way and the wall consisting of trees, shrubs, and ground cover.

These standards shall apply to this and any other electrical substation developed within PD-32.



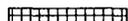
- | | | | |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------|
|  | 5-foot Minimum Building Setback from Interior Property Line |  | 18-foot Minimum Building Setback along Cover & McGowen Streets |
|  | 10-foot Minimum Building Setback at Substation |  | Building Restriction Zone |
|  | 18-foot Minimum Building Setback from Golf Course Boundary |  | Sub Area Boundary |

Figure 18 : Sub Area 3

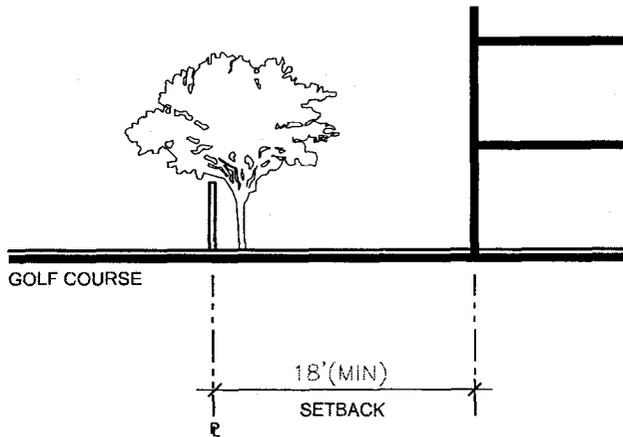


Figure 19 : Section at G-G

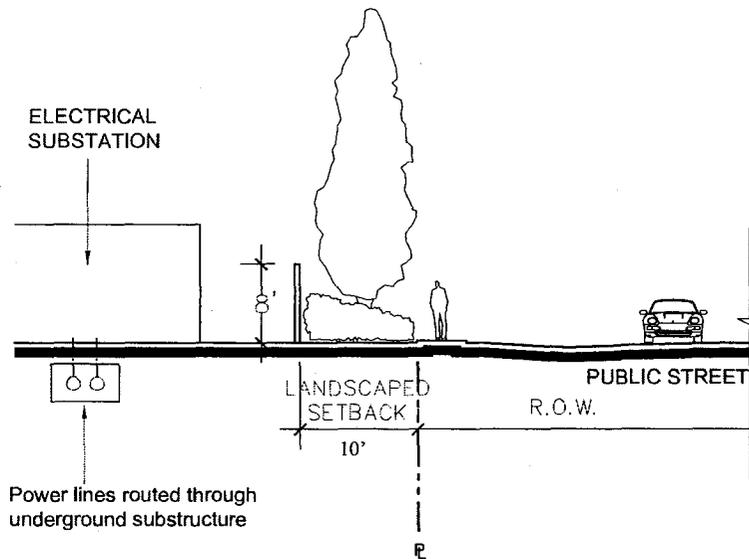


Figure 20 : Section H-H

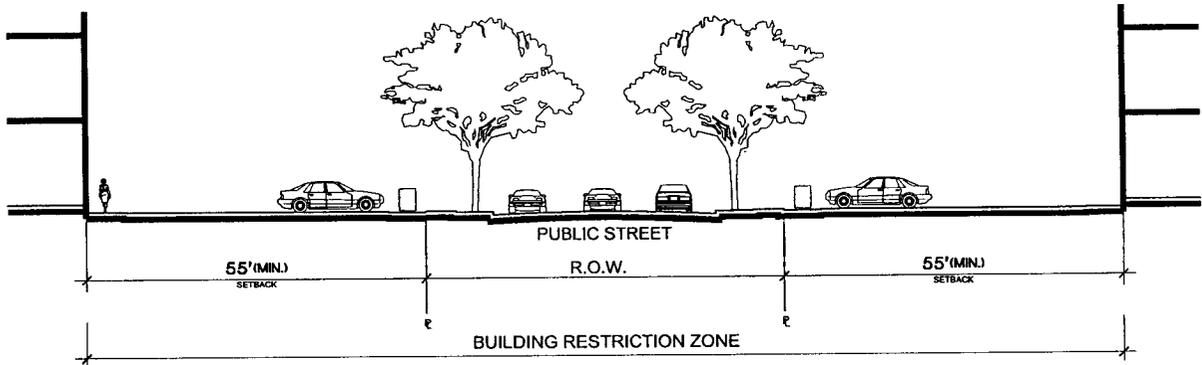


Figure 21 : Section I-I

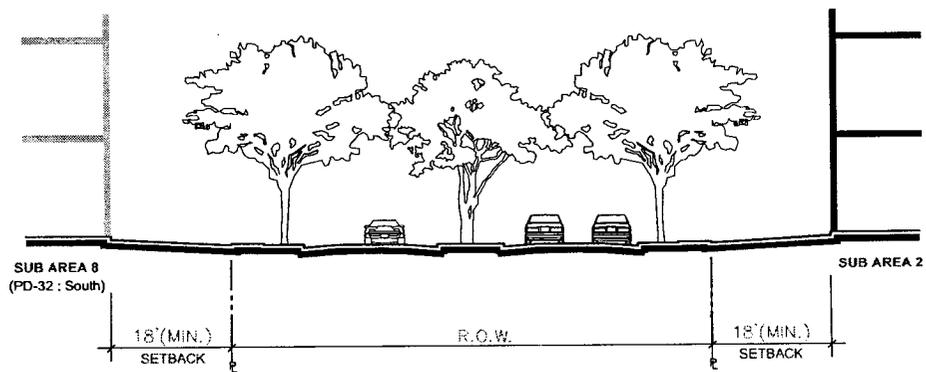


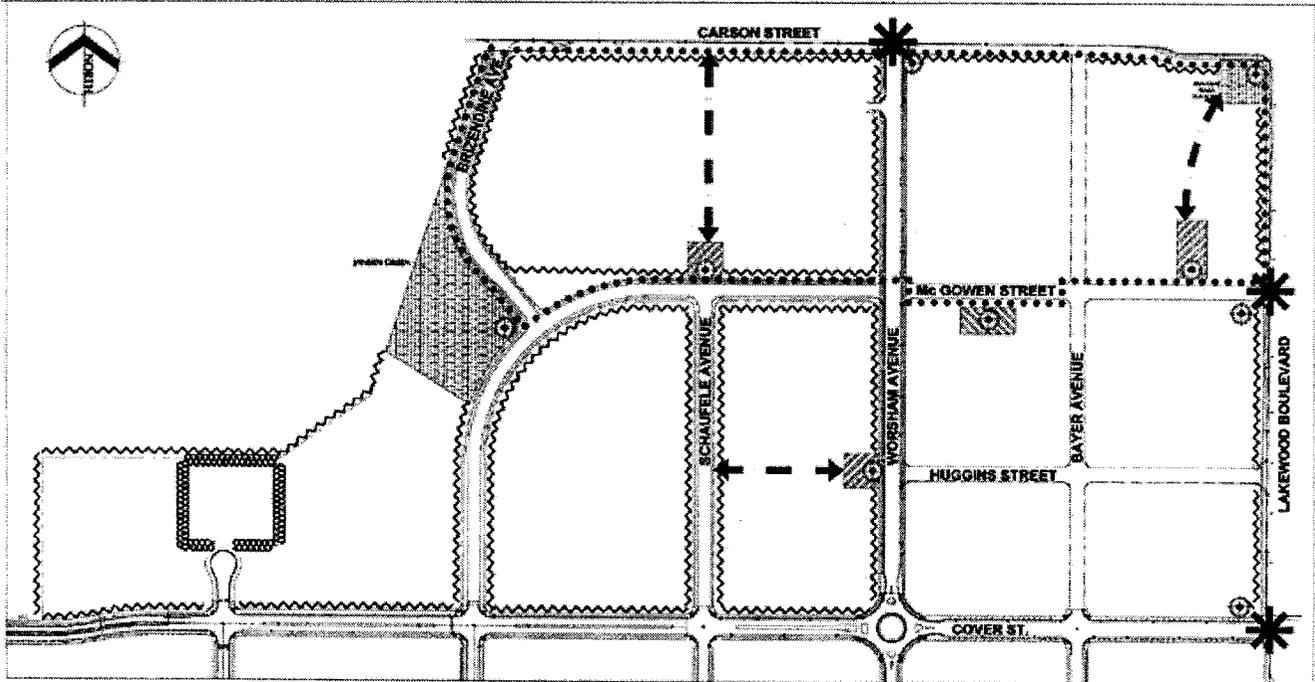
Figure 22 : Section J-J

Standards - Division IV
Landscape Standards

Landscape Standards

Landscape Framework Plan

The Landscape Framework Plan establishes the landscape context for the ultimate landscape design. The Framework Plan identifies project edges, open space requirements, public art opportunities, pedestrian circulation and connectivity, and streetscape parkway standards. (See Division II for additional information.)



<p>BAYER AVE. HUGGINS ST.</p>	<p>PRIVATE STREET WITH ENHANCED PEDESTRIAN CONNECTION - 11'-0" SIDEWALK PLAZA WITH ON STREET PARKING.</p>		<p>PROPOSED PUBLICLY ACCESSIBLE COMMUNITY OPEN SPACE</p> <ul style="list-style-type: none"> • DOUGLAS PLAZA (8.4 ACRES) • JANSEN GREEN (2.0 ACRES APPROX.)
<p>Mc GOWEN ST. (LAKEWOOD TO WORSHAM)</p>	<p>PUBLIC STREET (CURB TO CURB) WITH PRIVATE PEDESTRIAN SIDEWALK</p> <ul style="list-style-type: none"> • 16'-0" WIDE "MAIN ST." SIDEWALK/ PLAZA • STREET TREES IN GRATES OR PLANTING WELLS • ENHANCED PAVING, STREET FURNITURE • LIGHTING • ON STREET PARKING 		<p>PROPOSED PUBLICLY ACCESSIBLE COMMUNITY OPEN SPACE (LOCATIONS SHOWN ARE CONCEPTUAL)</p>
<p>Mc GOWEN ST. (WORSHAM TO COVER)</p>	<p>PUBLIC STREET WITH:</p> <ul style="list-style-type: none"> • 8'-0" WIDE PARKWAY WITH STREET TREES • 5'-0" WIDE SIDEWALK • 4'-0" WIDE LANDSCAPE STRIP WITHIN BOW 		<p>MID-BLOCK PEDESTRIAN CONNECTION</p> <ul style="list-style-type: none"> • 4'-0" MIN. WALK WIDTH • 4'-0" MIN. LANDSCAPE AREA BOTH SIDES AND/OR CANOPY TREES • BOTH SIDES IN TREE WELLS/ GRATES (LOCATIONS SHOWN ARE CONCEPTUAL)
<p>COVER ST. (WEST OF SCHAUFFELE) SCHAUFFELE AVE. BRIZENDINE AVE.</p>	<p>PUBLIC STREET WITH:</p> <ul style="list-style-type: none"> • PROPOSED 5'-0" WIDE WALK • 6'-0" PARKWAY WITH STREET TREES. • RAISED PLANTED MEDIAN ALONG COVER STREET 		<p>LANDSCAPE BUFFER AT SUBSTATION</p> <ul style="list-style-type: none"> • 5'-0" WIDE MIN.
<p>COVER ST. (EAST OF SCHAUFFELE) WORSHAM AVE. CARSON ST. LAKEWOOD BLVD.</p>	<p>EXISTING 5'-0" WIDE SIDEWALK LANDSCAPE PARKWAY AND MEDIAN IMPROVEMENTS</p>		<p>STREET FRONTAGE AND GOLF COURSE LANDSCAPE SETBACK ZONE</p> <ul style="list-style-type: none"> • BUILDINGS - 18' MIN. AT OFFICE/COMMERCIAL, LIGHT INDUSTRIAL PARCELS, 26' @ LAKEWOOD FRONTAGE • 10'-0" @ CARSON ST • PARKING - 18' MIN. @ COVER ST, 26' MIN. @ LAKEWOOD BLVD & 6' MIN. AT ALL OTHER FRONTAGES (EXCEPTION- PEDESTRIAN ORIENTED STREETS WITHIN MIXED-USE AREAS) • GOLF COURSE - 19' FROM RIGHT OF WAY TO GOLF COURSE PROPERTY LINE
	<p>STREET GATEWAYS</p> <ul style="list-style-type: none"> • PLAZA W/ LIGHTING AND SITE FURNITURE • PUBLIC ART • ENHANCED PAVING • SPECIMEN TREES 		
	<p>OPPORTUNITY FOR AVIATION THEMED SCULPTURE PROVIDED BY BOEING</p>		<p>"PUBLIC ART WALK"</p>

Figure 23 : Landscape Framework Plan

Master Street Tree Plan

The Master Street Tree Plan establishes the street tree concept for the various framework streets and includes species, size and spacing requirements. The street tree palette selected reflects the time honored beauty of many of the City's finest neighborhood streets.

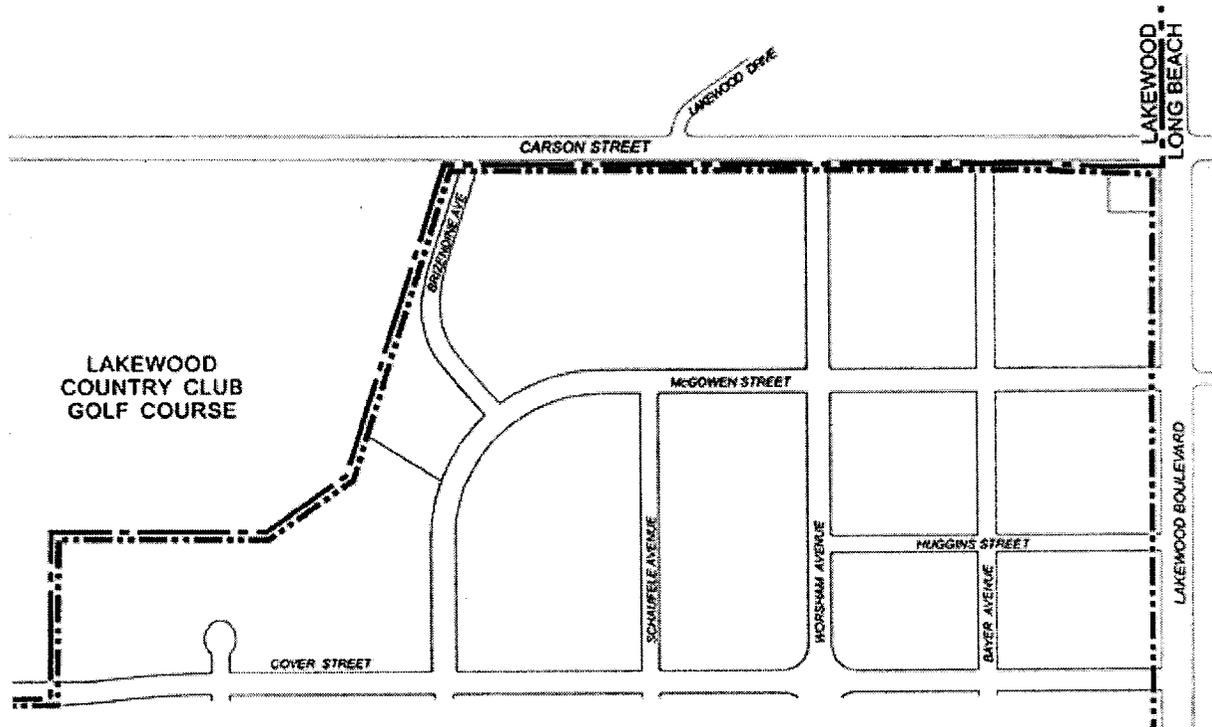


Figure 24 : Master Street Tree Plan

Framework Streets*

“Cover” Street (Mixed Use - Lakewood Boulevard to Worsham)

- *Pyrus Calleryana* ‘Bradford’ - Bradford Pear
36” Box - 30’ o.c.
- *Phoenix dactylifera* - Date Palm
18’ BTH - 30’ o.c.

“Cover” Street (R&D/Commercial/Industrial - Worsham to Paramount Blvd.)

- *Quercus Ilex* - Holly Oak
36” Box - 35’ o.c.

“Worsham” Avenue

- *Jacaranda mimosifolia* - Jacaranda
36” Box - 35’ o.c.

“Schaufele” Avenue

- *Ulmus parvifolia* - Chinese Elm
36” Box - 40’ o.c.

“McGowen” Street

- *Quercus virginiana* ‘Cathedral’ - Cathedral Southern Live Oak
36” Box at planters adj to chokers 15’ min. planter width
- *Magnolia grandiflora* ‘D.D. Blanchard’ - D.D. Blanchard Magnolia
36” Box at tree wells/ grates

Framework Streets* Cont'd

"Brizendine" Avenue

- Platanus x acerifolia 'Columbia' - Columbia Sycamore
24" Box - 35' o.c.

*Landscape Improvements within the public R.O.W. are installed by master developer.
Landscape outside of R.O.W. is responsibility of individual builders.

Private Streets

"Huggins" Street

- Lagerstroemia 'Muskogee' - Muskogee Crape Myrtle
24" Box - 30' o.c.

"Bayer" Avenue

- Magnolia grandiflora 'Little Gem' - Little Gem Magnolia
24" Box - 35' o.c.

Setback Area Screen Trees

- Eucalyptus nicholii - Willow Leaved Peppermint
15 Gal - 20' o.c.
- Eucalyptus leucoxydon - White Iron Bark
15 Gal - 25' o.c.
- Melaleuca quinquenervia - Cajeput Tree
36" Box - 25' o.c.
- Pinus species - Pine
36" Box - 30' o.c.
- Tristania conferta - Brisbane Box
24" Box - 25' o.c.
- Metrosiderus excelsus - New Zealand Christmas Tree
24" Box - 20' o.c.

Perimeter Edge / Landscape Setback Condition Requirements

The perimeter edges include the landscape within the required setback areas (outside the public R.O.W.) adjacent to the various framework streets as well as the golf course edge. The minimum required perimeter landscape is defined by minimum required setbacks to buildings and parking.

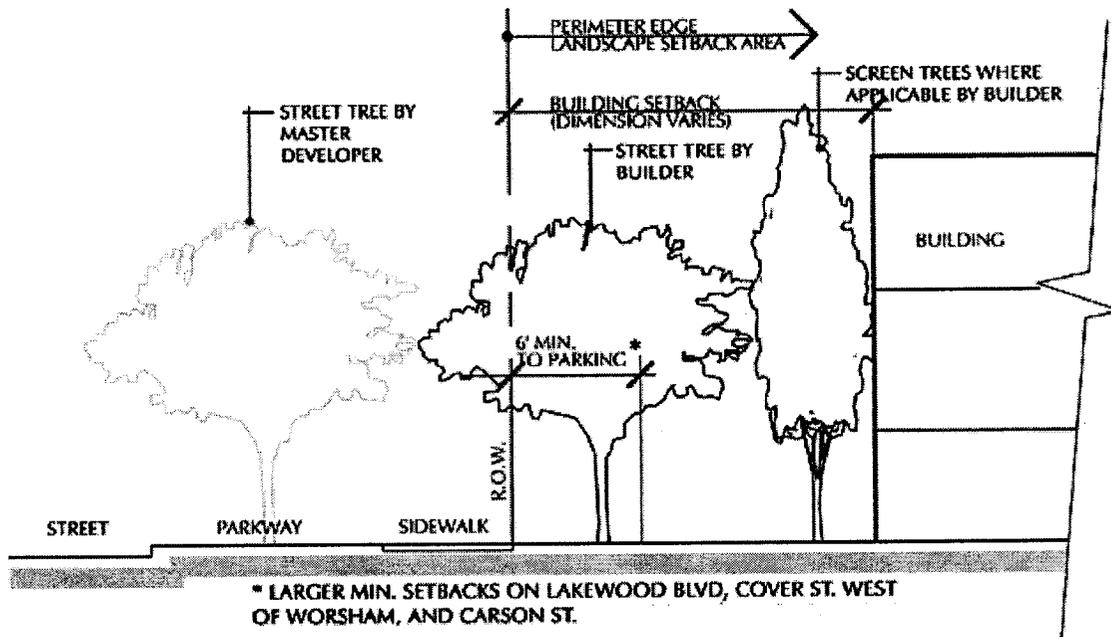


Figure 25 : Street Section (Typical Conditions)

The trees within the minimum landscape setback zone should be the same as the framework street tree within the parkway as defined by Master Street Tree Plan. For screening purposes within the setback zone (i.e., at parking structures, blank walls or other undesirable elements), the trees under the “setback/screening” section of the Master Street Tree Plan shall be utilized. Screening of parking areas is most effectively executed through use of berming and/or shrubs.

Shrubs appropriate for parking lot screening may include:

- *Arctostaphylos* ‘Howard McMinn’
- *Carissa* spp. (> 3’ height)
- *Ilex* spp. (> 3’ height)
- *Ligustrum japonicum*
- Ornamental Grasses (> 3’ height)
- *Pittosporum* ‘Variegata’
- *Rhaphiolepis* (> 3’ variety)
- *Rosmarinus officinalis* (> 3’ variety)
- *Strelitzia reginae*

Larger screening shrubs (at parking structures, trash enclosures, utility enclosures, masonry walls, etc.) may include taller varieties of previous palette to left plus:

- *Escallonia fradesii*
- *Heteromeles arbutifolia*
- *Plumbago auriculata*
- *Rhus integrifolia*
- *Westringia fruticosa*
- *Xylosma congestum* ‘Compacta’

Public and Private Street Requirements

The framework streets within Douglas Park are public streets. With the exception of the McGowen Street “main street overlay zone” between Lakewood Boulevard and Worsham Avenue, the public right-of-way extends beyond the face of curb, and includes at a minimum, the parkway behind curb to back of walk. Within the McGowen “main street overlay zone,” the public right-of-way extends only to back-of-curb. The parcel owner will be responsible for final Landscape and Street Scene Design (per the Development Standards and Design Guidelines) and improvements back-of-curb, subject to the approval of the city’s Directors of Public Works and Dev.Services.

The private streets Bayer and Huggins are conceptually shown and are the responsibility of the private parcel owner(s).

Community Open Space Required

The Douglas Park Master Plan includes several publicly accessible open space amenities:

- Jansen Green (minimum 2.0 acres) is located at McGowen Street and Brizendine Avenue, abutting the golf course. This is the largest single open space amenity, and designed to accommodate both active and passive uses.
- Douglas Plaza (0.4 acres) is located at Carson Street and Lakewood Boulevard, and provides a project gateway and key gathering space.
- In addition to these already-fixed public open space amenities, the project requires additional community open spaces totaling an additional minimum of 1.5 acres, to be located in both the Mixed-use and Office districts. These community open space amenities are designed for the enjoyment of Douglas Park occupants and visitors. (See Divisions II and III for additional information.)
- Pedestrian Connections – In addition to enhanced pedestrian routes along various streets, there are to be three mid-block pedestrian connections, to heighten the pedestrian experience and improve connectivity among open space amenities and public art. (See also Divisions II and III.)

Public Art / Themed Sculpture

Further enhancing the visitor’s experience, aviation themed sculpture provided by the master developer are required to be incorporated within several of the open space amenities and project gateways. These theme sculptures will provide a public art “focal point” at key entries and view terminuses throughout the project. The proposed themes and gateway site design and layout are subject to the Site plan review approval of the city’s Directors of Development Services and Public Works.

Coordination with Existing Landscape

The framework (public) streets have existing street trees and parkway landscape (within the public R.O.W.) installed by the master developer. In addition, the development of PD-32: South (south of Cover Street) is underway. Every effort should be made to insure compatible and complimentary landscape transitions from these existing edges.

Planting Requirements

A minimum of 50% of a project's landscape shall be Southern California Native and/or Drought Tolerant, defined as low and very low water requirements per WUCOLS (Water Use Classifications of Landscape Species). Refer to plant palette within the design guidelines and the sustainability division for requirements.

Standards - Division V
Green Building Development Standards

SEPTEMBER, 2009

Green Building Development Standards

- 1 All development that meets or exceeds a threshold of 25,000 square feet of gross conditioned floor area shall fully comply with Boeing's Commercial Development Mandate by obtaining Leadership in Energy and Environmental Design (LEED) – NC (New Construction) or CS (Core and Shell) at the "Certified" level or higher prior to issuance of the Temporary or Final Certificate of Occupancy, whichever comes first.
- 2 Projects not registered with the GBCI (Green Building Certification Institute) may use a LEED equivalent alternative green building performance rating system to the satisfaction of the Director of Development Services.
- 3 The applicant shall pay for the cost of LEED certification or verification.
- 4 Projects committing to achieve Boeing's Commercial Development Mandate at the LEED Silver level or higher qualify for expedited services.
- 5 All parking lots shall either be 50% shaded by canopy trees after five years of growth or be completely surfaced with paving with a Solar Reflectance Index (SRI) of at least 29. At a minimum, canopy trees shall provide shade coverage, after five years of growth, of 40% of the total area dedicated to parking stalls and associated vehicular circulation. Because trees may reduce the visibility of signs, the City shall consider applications for the relocation of signs and/or the installation of additional signs as necessary. Tree wells required for proper planting and maintenance may be included in the calculated shade area.
- 6 All parkway landscaping shall comply with the following requirements:
 - a. Use canopy trees that provide shade coverage, after five years of growth, of at least 40% of the total area designated for street right of way (curb face to curb face).
 - b. Use drought and foot tolerant ground cover without thorns or stickers, etc. where turf is not used. Hard pavement may be used in areas next to parking.
 - c. Allow taller (up to 24" high) and hardy drought tolerant plants in groupings not less than four feet long (measured parallel to the sidewalk) separated by decomposed granite or hard pavement material connections of 30"-36".
 - d. No fencing shall be allowed to protect plants.
- 7 The Project site shall include stormwater management practices that treat stormwater runoff from 90% of the average annual rainfall on the site using structural and non-structural management measures. The Best Management Practices (BMPs) used to treat the runoff must be capable of removing 80%

of the average annual post development total suspended solids (TSS) load. Additional permanent BMPs would be selected for individual lot development and shall be addressed in future SUSMPs to be submitted at the time of lot development. Use of these BMPs would minimize surface water quality impacts.

- 8 Preferential parking shall be provided for carpools and vanpools at the rate of not less than 10 percent of the total employee parking.
 - a. Not less than ten percent of employee parking area shall be located as close as is practical to the employee entrance(s), and shall be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. This preferential carpool/vanpool parking area shall be identified on the site plan upon application for building permit, to the satisfaction of the City. A statement that preferential carpool/vanpool spaces for employees are available and a description of the method for obtaining such spaces must be included on the required transportation information board. Spaces will be signed/striped as demand warrants; provided, that at all times at least one space for projects of twenty-five thousand square feet to fifty thousand square feet and two spaces for projects over fifty thousand square feet will be signed/striped for carpool/vanpool vehicles.
 - b. Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles. When located within a parking structure, a minimum vertical interior clearance of seven feet two inches shall be provided for those spaces and accessways to be used by such vehicles. Adequate turning radii and parking space dimensions shall also be included in vanpool parking areas.

“Employee parking area” means the portion of total required parking at a development used by on-site employees. Employee parking shall be calculated as follows:

Type of Use	Percent of Total Required Parking Devoted to Employees
Commercial	30%
Office/professional	85%
Industrial/manufacturing	90%

- 9 Bicycle parking shall be provided at a minimum of one space for each 5,000 sq. ft. of commercial building area, one space for each 7,500 sq. ft. of retail building area and one space for each 10,000 sq. ft. of industrial building area. Fractions shall be rounded up to the next whole number.
- 10 Shower facilities shall be provided for buildings of 25,000 SF or greater for occupants of that building. For office buildings, showers shall be provided at the rate of one shower per each 40,000 sq. ft. of building area; and for

industrial and retail buildings at the rate of one shower for each 65,000 sq. ft. of building area. Showers shall be located within 200 yards of the building's main entrance. The shower requirement shall be specified in the project "Conditions, Covenants and Restrictions" (CC&R) to the satisfaction of the Director of Long Beach Development Services, and a recorded copy of said document shall be provided to the Planning Bureau prior to the issuance of the Temporary or Final Certificate of Occupancy, whichever comes first, for the structure housing the shower facility.

- 11 Exterior lighting shall be energy efficient and designed to minimize light pollution. The key criteria are 1.25 footcandles minimum with a uniformity ratio of 4 to 1 average to minimum or better.
- 12 Roofing material shall have a minimum Solar Reflectance Index (SRI) of 78 for 75% of low-sloped building roofs (less than or equal to 2:12) and a minimum SRI of 29 for 75% of steep-sloped roofs (greater than or equal to 2:12), or a green roof shall be installed for 50% of the roof surface.
- 13 Indoor water shall either be reduced by 20% as compared to the 1992 Federal Energy Policy Act baseline or the plumbing fixtures shall meet the following minimum standards:
 - a. urinals: 0.25 gallons per flush or less
 - b. toilets: 1.28 gallons per flush or less
 - c. faucets: 1.00 gallons per minute or less
 - d. showerheads: 1.50 gallons per minute or less
- 14 Mechanical equipment with HCFC-free refrigerants shall be specified whenever such units are available for the chosen application.
- 15 All roof structures shall be designed to support an additional eight (8) pounds per square foot of dead load for future photovoltaic systems and conduit shall be provided from the roof to the utility room. The utility room shall be sized to provide sufficient space for the future installation of inverters with the required clearances.
- 16 Low-emitting materials shall meet the minimum requirements below:
 - a. Architectural paints, paints, coatings and primers applied to interior walls and ceilings consistent with the Green Seal Standard GS-11.
 - b. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates compliant with Green Seal Standard GS-03.

- c. Clear wood finishes, floor coatings, stains, and shellacs applied to interior elements that do not exceed the VOC content limits established in South Coast Air Quality Management District (SCAQMD) Rule 1113.
 - d. Adhesives, sealants and sealant primers that meet SCAQMD Rule 1168.
 - e. Aerosol adhesives compliant with Green Seal Standard for Commercial Adhesives GS-36.
 - f. Carpet shall meet the CRI Green Label Plus criteria or the State of California Standard 1350.
 - g. Resilient flooring shall meet the Floor Score criteria or the State of California Standard 1350.
- 17 Permanent walk off mats or grilles shall be installed at the major entries of each building. For retail with frontage directly at the property line, interior non-permanent, washable walk off mats are acceptable.
 - 18 All required yards and setback areas shall be attractively landscaped primarily with California native and drought tolerant plants. A majority of the proposed plants shall be low to very low water usage. Refer to PD-32 Design Guidelines for recommended plant selections for building perimeter, size and quantity requirements. Final planting plan subject to approval of Director of Long Beach Development Services prior to issuance of a building permit.
 - 19 Include in the Planting Legend a category for Water Needs for the proposed planting using the most recent edition of A Guide to Estimating Irrigation Water Needs of Landscape Plantings in California, California Department Water Resource for Region 3 (South Coastal).
 - 20 Comply with the State's "Model Water Efficient Landscape Ordinance" (MLO). Refer to <http://www.owue.water.ca.gov/landscape/ord/ord.cfm> for details.
 - 21 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.
 - 22 Reclaimed water shall be used for all landscaped areas.
 - 23 When new equipment is being installed for use in manufacturing or service process and readily-available and compatible alternatives exist in the same marketplace that offer greater water efficiency, the owner or occupant shall use the alternative that offers the better water efficiency.
 - 24 Prior to approval of the Site Plan Review, the allocation of adequate storage space for the collection and loading of recyclable materials shall be included

in the design of buildings and waste collection points shall be established throughout Douglas Park to encourage recycling.

- 25 All projects shall comply with the City's Construction and Demolition Debris Recycling Ordinance.
- 26 An operations waste management plan shall be implemented by the City or private hauler to divert at least 50 percent of the waste generated by the project. The precise percentage to be diverted will depend on the specific use to be implemented and will be defined by the City of Long Beach Environmental Services Bureau. Waste disposal allocation shall be properly assigned to its original source City. Annual reports shall be submitted to the City of Long Beach Environmental Services Bureau and Development Services for compliance.
- 27 A LEED Checklist indicating the project's proposed green building strategy and signed by the project's LEED AP shall be submitted with the Planning application of projects that meet the Douglas Park LEED threshold. The Developer shall not be bound to follow the credit strategy described on said LEED Checklist and may revise its credit strategy from time to time as it deems appropriate in its sole discretion given project issues including, but not limited to, cost, feasibility, constructability, material availability, and/or other developer limitations while still fulfilling the developer's obligation for the original LEED certification level or higher.
- 28 Projects that must obtain LEED certification shall register for LEED with the Green Building Certification Institute prior to approval of Site Plan Review. When projects register, they shall NOT designate that the project is "confidential" in order to permit City staff to verify the registration.
- 29 The PD-32: North (Douglas Park Phase 2) Green Building Standards may be superseded by Federal, State and County regulations.

Standards - Division VI

Appendix

A P P E N D I X

FAA Determinations of No Hazard

This Appendix contains FAA “determination of no hazard to air navigation” letters, dated 12-02-2008 and applying to the generalized maximum height zones in PD-32: North. The FAA determinations include information about the evaluation and required future filings with the FAA when individual buildings are being planned and developed.

APPENDIX "A" FAA Determinations of No Hazard

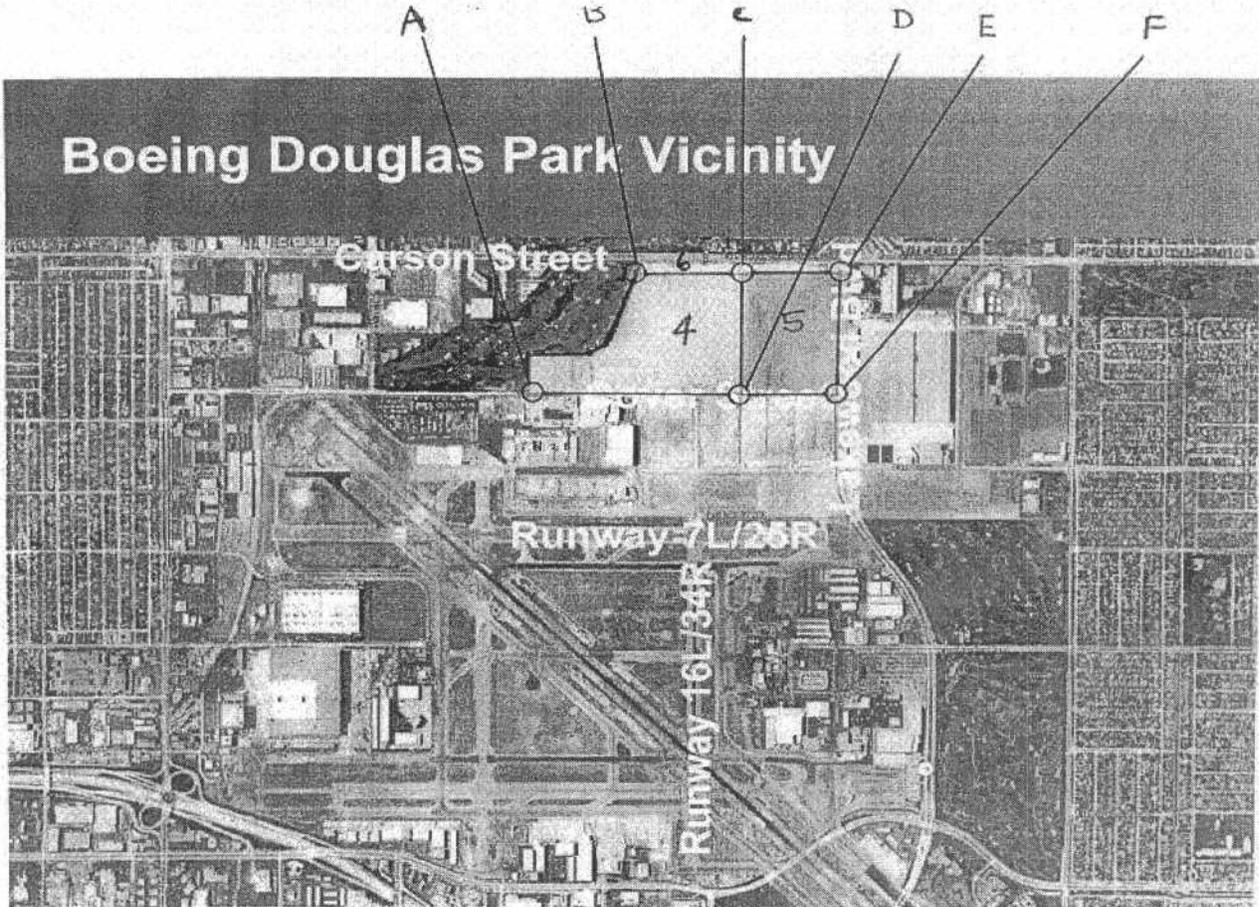
- | | | | | | | | |
|------------------------------|----------------------------------------------------------------|--------------------|------------------------------------|----|--------------------|--------------|------------------------------------------------------------------------------------|
| 1. Sponsor | Mario Stavale | The Boeing Company | 4501 E. Conant St., Bld Long Beach | CA | 90808 562-497-6153 | 562-497-6204 | salvatore.m.stavale@boeing.com |
| 2. Sponsor's Rep. | Nick Johnson | Johnson Aviation | 6524 Deerbrook Road Oak Park | CA | 91377 818-606-3560 | 818-707-1545 | nickjohnsonCNJ@aol.com |
| 3. Notice of: | New Construction | | | | | | |
| 4. Duration: | Permanent | | | | | | |
| 5. Work Schedule: | 1/1/2009 | 12/31/2010 | | | | | |
| 6. Type: | Various Buildings within defined Envelopes (see Table 1 below) | | | | | | |
| 7. Marking: | Red and Medium Intensity White, as required | | | | | | |
| 8. FCC Antenna Reg # | N/A | | | | | | |
| 9. Latitude: | See Table 1 below | | | | | | |
| 10. Longitude: | See Table 1 below | | | | | | |
| 11. Datum: | See Table 1 below | | | | | | |
| 12. Nearest: | See Table 1 below | | | | | | |
| 13. Nearest Airport: | See Table 1 below | | | | | | |
| 14. Distance from #13: | See Table 1 below | | | | | | |
| 15. Direction from #13: | See Table 1 below | | | | | | |
| 16. Site Elevation: | See Table 1 below | | | | | | |
| 17. Total Structure Height: | See Table 1 below | | | | | | |
| 18. Overall Height: | See Table 1 below | | | | | | |
| 19. Previous ASN: | N/A | | | | | | |
| 20. Description of Location: | See Attached presentation | | | | | | |
| 21. Description of Proposal: | See Attached presentation on proposal | | | | | | |

Table 1: Boeing Douglas Park Rezone Building Areas for FAA Assessment

Point	Latitude	Longitude	Datum	Nearest City, State	Nearest Public-use Airport	Distance from Airport (ARP) to Point	Direction from Airport (ARP) to Point (true)	Planned Site Elevation (AMSL)	Total Structure Height (AGL)	Overall Height (AMSL)
Point A	33 49 39.00224	118 09 14.77365	NAD 83	Long Beach, CA	LGB	3638.3	348.08 deg	51	50	101
Point B	33 49 53.85984	118 09 00.88334	NAD 83	Long Beach, CA	LGB	5077.6	004.77 deg	51	50	101
Point C	33 49 53.82734	118 08 46.72925	NAD 83	Long Beach, CA	LGB	5307.1	017.73 deg	51	75	126
Point D	33 49 39.36111	118 08 46.70091	NAD 83	Long Beach, CA	LGB	3939.6	024.23 deg	51	75	126
Point E	33 49 54.50078	118 08 33.71953	NAD 83	Long Beach, CA	LGB	5796.2	027.92 deg	51	75	126
Point F	33 49 39.33831	118 08 33.85297	NAD 83	Long Beach, CA	LGB	4491.4	036.96 deg	51	75	126

LGB ARP 33 49 03.8000 N 118 09 05.8000 W NAD 83

Boeing Douglas Park Vicinity





Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-AWP-6419-OE
Prior Study No.
2007-AWP-5991-OE

Issued Date: 12/02/2008

Salvatore M. Stavale
Boeing Realty Corporation
4501 E. Conant St.
Long Beach, CA 90808

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Point A
Location:	Long Beach, CA
Latitude:	33-49-39.00N NAD 83
Longitude:	118-09-14.77W
Heights:	50 feet above ground level (AGL) 101 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
 Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

Any height exceeding 50 feet above ground level (101 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 06/02/2010 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-AWP-6419-OE.

Signature Control No: 604200-103740310

(DNE)

Karen McDonald
Specialist

Attachment(s)
Additional Information
Case Description
Map(s)

Additional information for ASN 2008-AWP-6419-OE

THE SIX PROJECT POINTS FOR THIS AREA OF THE BOEING DOUGLAS PARK DEVELOPMENT WERE ENTERED INTO THE OE SYSTEM BY THE FAA. THE SIX PROJECT POINTS DO NOT REPRESENT ACTUAL STRUCTURES, BUT RATHER AN AREA WHICH IS UNDER CONSIDERATION FOR REZONING.

PORTIONS OF THIS AREA WILL HAVE FUTURE STRUCTURES UNDERLYING THE LGB RNAV (RNP) RWY 12 INSTRUMENT APPROACH PROCEDURE (IAP) MISSED APPROACH SEGMENT.

THE SPONSOR IS EXPECTED TO SUBMIT FUTURE DEFINITE BUILDING SITE PROPOSALS WITHIN THIS REZONED AREA INDIVIDUALLY, WITH THEIR SPECIFIC LATITUDE/LONGITUDE, SITE ELEVATION, AND ABOVE GROUND LEVEL HEIGHTS. THIS WILL ENABLE FINAL AIRSPACE DETERMINATIONS TO BE ISSUED WITH SITE-SPECIFIC DATA FOR THE FINAL DESIGNED BUILDING FOOTPRINT LAYOUTS.

Case Description for ASN 2008-AWP-6419-OE

Boeing Douglas Park Rezone Area

Verified Map for ASN 2008-AWP-6419-OE





Federal Aviation Administration
 Air Traffic Airspace Branch, ASW-520
 2601 Meacham Blvd.
 Fort Worth, TX 76137-0520

Aeronautical Study No.
 2008-AWP-6422-OE

Issued Date: 12/02/2008

Salvatore M. Stavale
 Boeing Realty Corporation
 4501 E. Conant St.
 Long Beach, CA 90808

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Point B
Location:	Long Beach, CA
Latitude:	33-49-53.86N NAD 83
Longitude:	118-09-00.88W
Heights:	50 feet above ground level (AGL) 101 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
- Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

Any height exceeding 50 feet above ground level (101 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 06/02/2010 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-AWP-6422-OE.

Signature Control No: 604205-103740312
Karen McDonald
Specialist

(DNE)

Attachment(s)
Additional Information
Case Description
Map(s)

Additional information for ASN 2008-AWP-6422-OE

THE SIX PROJECT POINTS FOR THIS AREA OF THE BOEING DOUGLAS PARK DEVELOPMENT WERE ENTERED INTO THE OE SYSTEM BY THE FAA. THE SIX PROJECT POINTS DO NOT REPRESENT ACTUAL STRUCTURES, BUT RATHER AN AREA WHICH IS UNDER CONSIDERATION FOR REZONING.

PORTIONS OF THIS AREA WILL HAVE FUTURE STRUCTURES UNDERLYING THE LGB RNAV (RNP) RWY 12 INSTRUMENT APPROACH PROCEDURE (IAP) MISSED APPROACH SEGMENT.

THE SPONSOR IS EXPECTED TO SUBMIT FUTURE DEFINITE BUILDING SITE PROPOSALS WITHIN THIS REZONED AREA INDIVIDUALLY, WITH THEIR SPECIFIC LATITUDE/LONGITUDE, SITE ELEVATION, AND ABOVE GROUND LEVEL HEIGHTS. THIS WILL ENABLE FINAL AIRSPACE DETERMINATIONS TO BE ISSUED WITH SITE-SPECIFIC DATA FOR THE FINAL DESIGNED BUILDING FOOTPRINT LAYOUTS.

Case Description for ASN 2008-AWP-6422-OE

Boeing Douglas Park Rezone Area

Verified Map for ASN 2008-AWP-6422-OE





Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-AWP-6423-OE

Issued Date: 12/02/2008

Salvatore M. Stavale
Boeing Realty Corporation
4501 E. Conant St.
Long Beach, CA 90808

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Point C
Location:	Long Beach, CA
Latitude:	33-49-53.83N NAD 83
Longitude:	118-08-46.73W
Heights:	75 feet above ground level (AGL) 126 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
 Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

Any height exceeding 75 feet above ground level (126 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 06/02/2010 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-AWP-6423-OE.

Signature Control No: 604206-103740308

Karen McDonald
Specialist

(DNE)

Attachment(s)
Additional Information
Case Description
Map(s)

Additional information for ASN 2008-AWP-6423-OE

THE SIX PROJECT POINTS FOR THIS AREA OF THE BOEING DOUGLAS PARK DEVELOPMENT WERE ENTERED INTO THE OE SYSTEM BY THE FAA. THE SIX PROJECT POINTS DO NOT REPRESENT ACTUAL STRUCTURES, BUT RATHER AN AREA WHICH IS UNDER CONSIDERATION FOR REZONING.

PORTIONS OF THIS AREA WILL HAVE FUTURE STRUCTURES UNDERLYING THE LGB RNAV (RNP) RWY 12 INSTRUMENT APPROACH PROCEDURE (IAP) MISSED APPROACH SEGMENT.

THE SPONSOR IS EXPECTED TO SUBMIT FUTURE DEFINITE BUILDING SITE PROPOSALS WITHIN THIS REZONED AREA INDIVIDUALLY, WITH THEIR SPECIFIC LATITUDE/LONGITUDE, SITE ELEVATION, AND ABOVE GROUND LEVEL HEIGHTS. THIS WILL ENABLE FINAL AIRSPACE DETERMINATIONS TO BE ISSUED WITH SITE-SPECIFIC DATA FOR THE FINAL DESIGNED BUILDING FOOTPRINT LAYOUTS.

Case Description for ASN 2008-AWP-6423-OE

Boeing Douglas Park Rezone Area

Verified Map for ASN 2008-AWP-6423-OE





Federal Aviation Administration
 Air Traffic Airspace Branch, ASW-520
 2601 Meacham Blvd.
 Fort Worth, TX 76137-0520

Aeronautical Study No.
 2008-AWP-6424-OE

Issued Date: 12/02/2008

Salvatore M. Stavale
 Boeing Realty Corporation
 4501 E. Conant St.
 Long Beach, CA 90808

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Point D
Location:	Long Beach, CA
Latitude:	33-49-39.36N NAD 83
Longitude:	118-08-46.70W
Heights:	75 feet above ground level (AGL) 126 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
- Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

Any height exceeding 75 feet above ground level (126 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 06/02/2010 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-AWP-6424-OE.

Signature Control No: 604207-103740309

(DNE)

Karen McDonald
Specialist

Attachment(s)
Additional Information
Case Description
Map(s)

Additional information for ASN 2008-AWP-6424-OE

THE SIX PROJECT POINTS FOR THIS AREA OF THE BOEING DOUGLAS PARK DEVELOPMENT WERE ENTERED INTO THE OE SYSTEM BY THE FAA. THE SIX PROJECT POINTS DO NOT REPRESENT ACTUAL STRUCTURES, BUT RATHER AN AREA WHICH IS UNDER CONSIDERATION FOR REZONING.

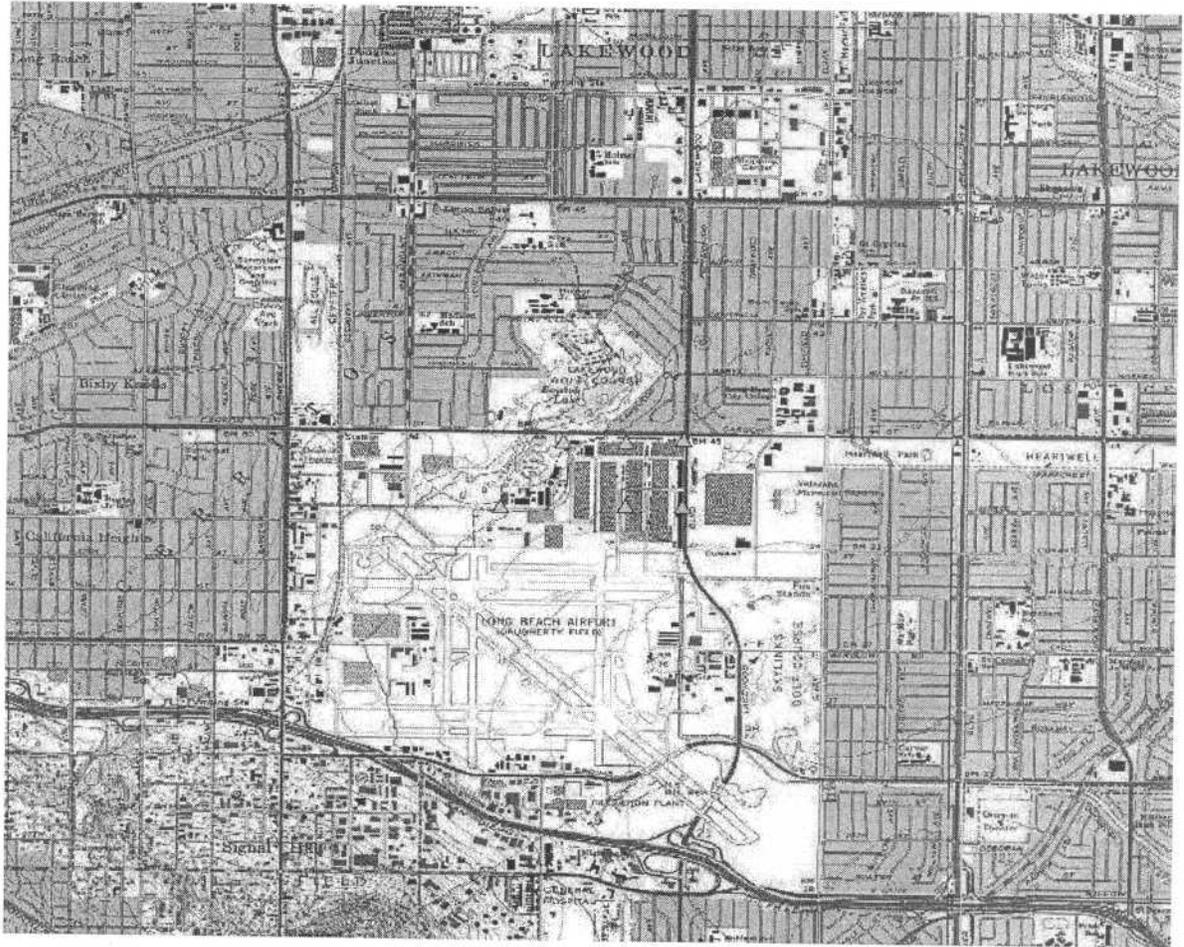
PORTIONS OF THIS AREA WILL HAVE FUTURE STRUCTURES UNDERLYING THE LGB RNAV (RNP) RWY 12 INSTRUMENT APPROACH PROCEDURE (IAP) MISSED APPROACH SEGMENT.

THE SPONSOR IS EXPECTED TO SUBMIT FUTURE DEFINITE BUILDING SITE PROPOSALS WITHIN THIS REZONED AREA INDIVIDUALLY, WITH THEIR SPECIFIC LATITUDE/LONGITUDE, SITE ELEVATION, AND ABOVE GROUND LEVEL HEIGHTS. THIS WILL ENABLE FINAL AIRSPACE DETERMINATIONS TO BE ISSUED WITH SITE-SPECIFIC DATA FOR THE FINAL DESIGNED BUILDING FOOTPRINT LAYOUTS.

Case Description for ASN 2008-AWP-6424-OE

Boeing Douglas Park Rezone Area

Verified Map for ASN 2008-AWP-6424-OE





Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-AWP-6425-OE

Issued Date: 12/02/2008

Salvatore M. Stavale
Boeing Realty Corporation
4501 E. Conant St.
Long Beach, CA 90808

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Point E
Location:	Long Beach, CA
Latitude:	33-49-54.50N NAD 83
Longitude:	118-08-33.72W
Heights:	75 feet above ground level (AGL) 126 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
 Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

Any height exceeding 75 feet above ground level (126 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 06/02/2010 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-AWP-6425-OE.

Signature Control No: 604208-103740313

(DNE)

Karen McDonald
Specialist

Attachment(s)
Additional Information
Case Description
Map(s)

Additional information for ASN 2008-AWP-6425-OE

THE SIX PROJECT POINTS FOR THIS AREA OF THE BOEING DOUGLAS PARK DEVELOPMENT WERE ENTERED INTO THE OE SYSTEM BY THE FAA. THE SIX PROJECT POINTS DO NOT REPRESENT ACTUAL STRUCTURES, BUT RATHER AN AREA WHICH IS UNDER CONSIDERATION FOR REZONING.

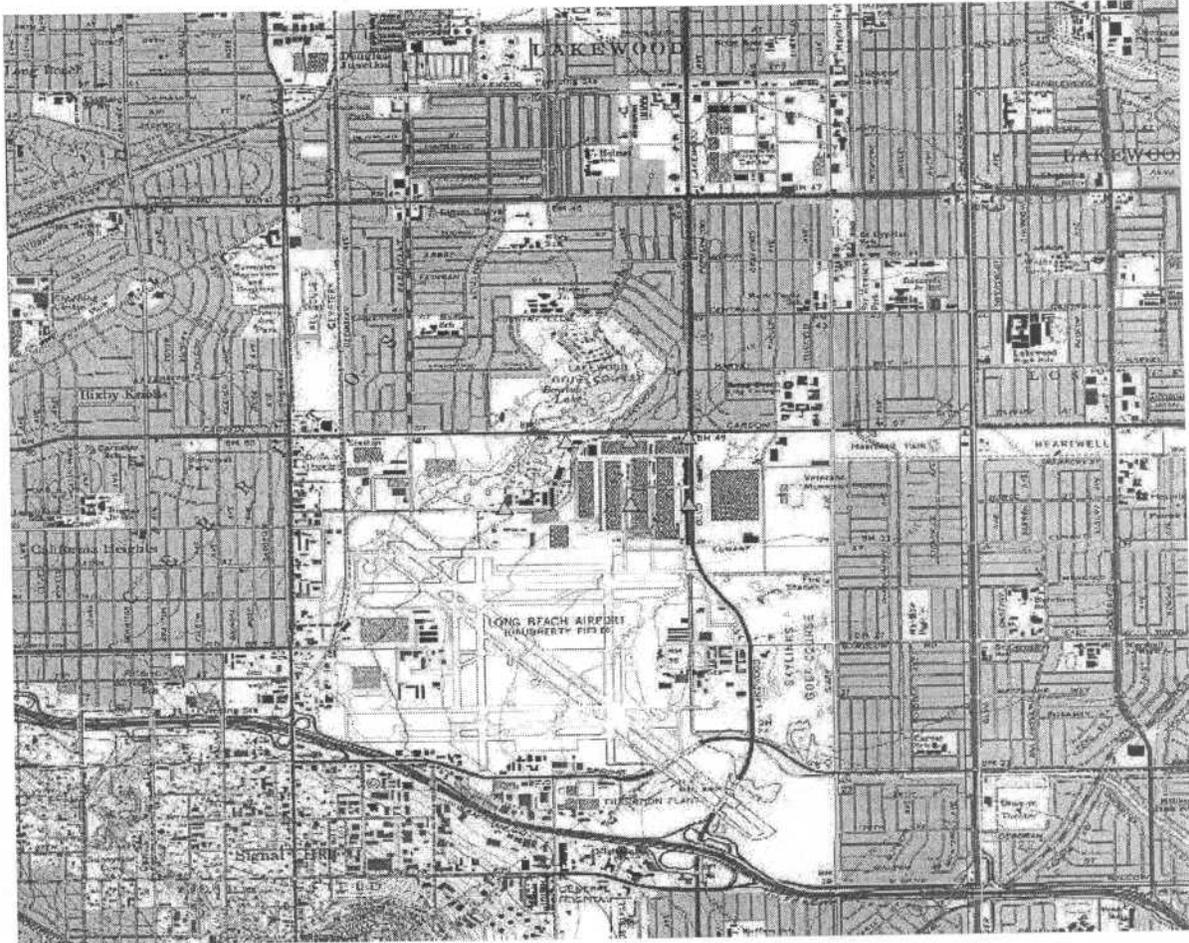
PORTIONS OF THIS AREA WILL HAVE FUTURE STRUCTURES UNDERLYING THE LGB RNAV (RNP) RWY 12 INSTRUMENT APPROACH PROCEDURE (IAP) MISSED APPROACH SEGMENT.

THE SPONSOR IS EXPECTED TO SUBMIT FUTURE DEFINITE BUILDING SITE PROPOSALS WITHIN THIS REZONED AREA INDIVIDUALLY, WITH THEIR SPECIFIC LATITUDE/LONGITUDE, SITE ELEVATION, AND ABOVE GROUND LEVEL HEIGHTS. THIS WILL ENABLE FINAL AIRSPACE DETERMINATIONS TO BE ISSUED WITH SITE-SPECIFIC DATA FOR THE FINAL DESIGNED BUILDING FOOTPRINT LAYOUTS.

Case Description for ASN 2008-AWP-6425-OE

Boeing Douglas Park Rezone Area

Verified Map for ASN 2008-AWP-6425-OE





Federal Aviation Administration
 Air Traffic Airspace Branch, ASW-520
 2601 Meacham Blvd.
 Fort Worth, TX 76137-0520

Aeronautical Study No.
 2008-AWP-6427-OE

Issued Date: 12/02/2008

Salvatore M. Stavale
 Boeing Realty Corporation
 4501 E. Conant St.
 Long Beach, CA 90808

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Point F
Location:	Long Beach, CA
Latitude:	33-49-39.34N NAD 83
Longitude:	118-08-33.85W
Heights:	75 feet above ground level (AGL) 126 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
- Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

Any height exceeding 75 feet above ground level (126 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 06/02/2010 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-AWP-6427-OE.

Signature Control No: 604210-103740311

(DNE)

Karen McDonald
Specialist

Attachment(s)
Additional Information
Case Description
Map(s)

Additional information for ASN 2008-AWP-6427-OE

THE SIX PROJECT POINTS FOR THIS AREA OF THE BOEING DOUGLAS PARK DEVELOPMENT WERE ENTERED INTO THE OE SYSTEM BY THE FAA. THE SIX PROJECT POINTS DO NOT REPRESENT ACTUAL STRUCTURES, BUT RATHER AN AREA WHICH IS UNDER CONSIDERATION FOR REZONING.

PORTIONS OF THIS AREA WILL HAVE FUTURE STRUCTURES UNDERLYING THE LGB RNAV (RNP) RWY 12 INSTRUMENT APPROACH PROCEDURE (IAP) MISSED APPROACH SEGMENT.

THE SPONSOR IS EXPECTED TO SUBMIT FUTURE DEFINITE BUILDING SITE PROPOSALS WITHIN THIS REZONED AREA INDIVIDUALLY, WITH THEIR SPECIFIC LATITUDE/LONGITUDE, SITE ELEVATION, AND ABOVE GROUND LEVEL HEIGHTS. THIS WILL ENABLE FINAL AIRSPACE DETERMINATIONS TO BE ISSUED WITH SITE-SPECIFIC DATA FOR THE FINAL DESIGNED BUILDING FOOTPRINT LAYOUTS.

Case Description for ASN 2008-AWP-6427-OE

Boeing Douglas Park Rezone Area

Verified Map for ASN 2008-AWP-6427-OE



PD-32:NORTH

DESIGN GUIDELINES



DOUGLAS PARK
LONG BEACH

September, 2009

PREPARED BY:

JOHNSON FAIN

COLLABORATORS:

CLARK & GREEN ASSOCIATES

ALTOON+PORTER ARCHITECTS

McCLARAND VASQUEZ
EMSIEK & PARTNERS

CITY OF LONG BEACH

THE BOEING
COMPANY



The Vision

The Douglas Park master plan will turn an outdated aircraft-manufacturing facility into a vibrant mixed-use, pedestrian friendly commercial area combining the best elements of the established planning traditions of Long Beach with the realities of modern business, retailing and hospitality.

Douglas Park will be focused on the shared public environment: from walkable tree-lined streets, to a human-scaled mixed-use “main street” with shopping, dining and other services, to a variety of open spaces, quality architecture, pedestrian connections and bicycle trails. At the same time, Douglas Park will incorporate the contemporary workplace, including a balanced combination of office and other commercial opportunities to provide much-needed employment to Long Beach. Service and recreational land uses will be located within comfortable walking distance of commercial areas to enhance convenience, offer unique workplace choices, and reduce automobile dependence.

Douglas Park will celebrate the products, the events, and the people who made aviation history on the site through the incorporation of this memory into the everyday experience. This legacy will be recalled through a Public Art Master Plan and educational and interpretive programs designed to tell the “story” of the site in public areas such as open spaces, sidewalks, streets and parkways.

Douglas Park represents a deliberate effort to establish a strong sense of place rather than one more suburban commercial enclave—by emphasizing a mix of compatible uses and active street life linked by a convenient pedestrian network, instead of segregated land uses and projects surrounded by a sea of parking lots and empty sidewalks.

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Guidelines - Division I
introduction

SEPTEMBER, 2009

Purpose/ Intent

The Design Guidelines for Planned Development 32 (PD-32) are recommendations for both private and public design and construction, and are a supplement to the California Building Code, Long Beach Municipal Code (LBMC), and PD-32 Development Standards. PD-32 is subdivided by Cover Street into two areas, one north and the other south. These guidelines apply to PD-32: North.

These guidelines will be used by the Site Plan Review Committee and Long Beach Development Services (City) and the Douglas Park Design Review Committee (DRC) in the evaluation of development proposals to ensure that the Design Goals and Objectives of PD-32 Development Standards and the intent of these Design Guidelines are met.

The intent of these Design Guidelines shall be to implement the design goals and objectives as stated in the PD-32 Development Standards document. In addition, the following general design intent objectives should be taken into account:

- Establish a design criteria that acknowledges each project's obligation to the public realm.
- Provide design principles for the various Sub Areas in the project, and how they should be developed to create a cohesive whole.
- Combine the best of established planning traditions of Long Beach's commercial districts with the realities of contemporary development and the modern workplace.
- Strive for a high-quality development, and establish a strong sense of community rather than an aggregation of isolated projects.

Design Review Process

These Design Guidelines, along with the Development Standards for PD-32: North, will be governed by the Design Review Process as described in the PD-32: North Development Standards document. Submittals will be reviewed by two entities: the Douglas Park Design Review Committee (DRC) and Long Beach Development Services (City).

The City of Long Beach Site Plan Review Committee may, at its discretion, grant waivers through the Site Plan Review Process to the design guidelines contained in this document, as long as the overall intent of the provisions in this document is maintained.

Site Context

Project Location

The Site rests 5 miles northeast of downtown Long Beach and is framed by Lakewood Blvd. on the east, Carson St. to the north, Lakewood Country Club Golf Course to the west, and Cover Street to the south.

Surrounding land uses include two Boeing aircraft production facilities. The former Boeing commercial 717 assembly plant and office center located along Lakewood Boulevard, and the Boeing military C-17 facility located southwest of the site and west of the airport. The area immediately north of Carson Street is located within the City of Lakewood and generally includes single family residences in an area referred to as the Lakewood Country Club Estates and the Lakewood Country Club Golf Course. The Lakewood Country Club Golf Course extends to the south of Carson Street and borders the project site to the West. Existing commercial development is located near the intersection of Lakewood Boulevard and Carson Street, as well as west of the Lakewood Country Club Golf Course. Other land uses within the surrounding area include the Sky links Golf Course to the southeast of the site and Long Beach City College to the north and east of the Boeing property.

Project Description

The 238-acre Douglas Park plan area located in the City of Long Beach will be designed as a master planned, mixed-use project to include the following uses: community open space, retail, light industrial, office, research and development, hotel, aviation-related, manufacturing, retail, and ancillary uses. The project will consist of up to four million square feet of office, retail, light industrial, aviation-related, and manufacturing uses; a hotel of up to 400 rooms; and approximately 10 acres of community open space. All uses will be designed to be compatible with the site context in terms of scale and adjacency of uses, and will use high-quality design features to enhance surrounding uses, such as the Long Beach Municipal Airport, Lakewood Country Club Golf Course, and residential land uses. (See Figure 1). PD-32: North is approximately 100 acres, and is the subject of this document.

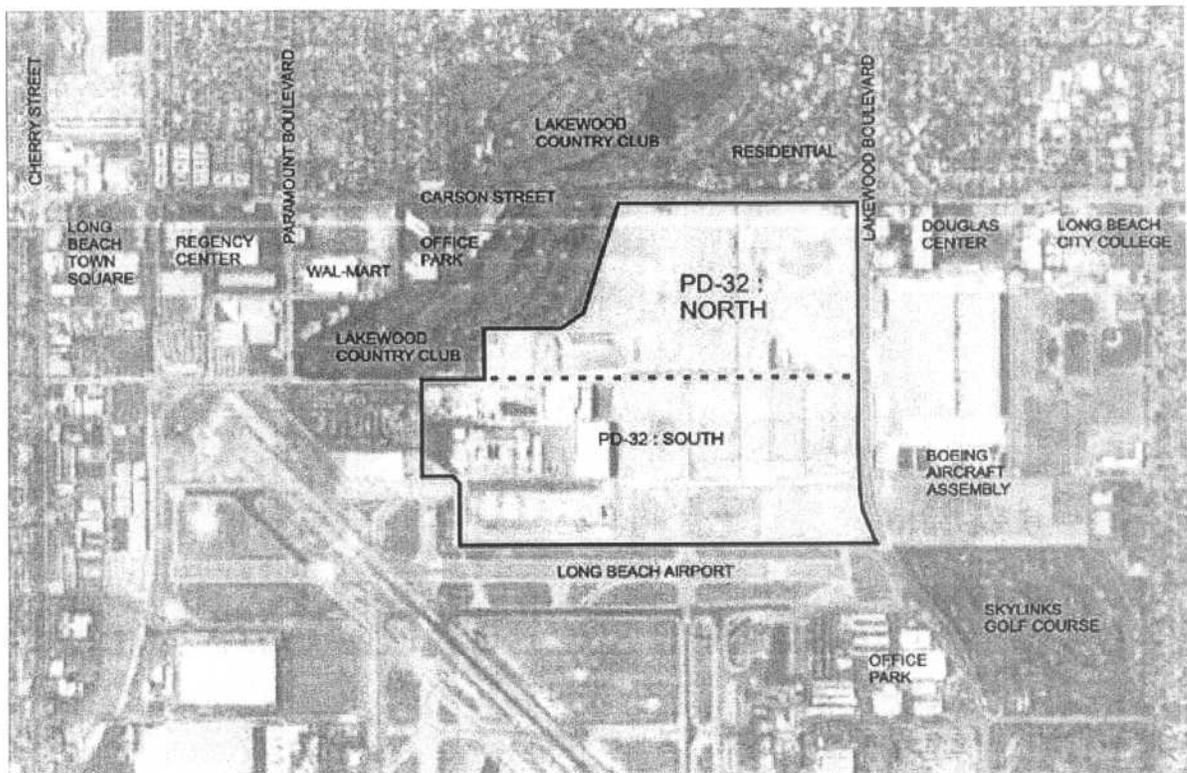


Figure 1 : Site Context and Vicinity

Master Planning Principles

This 100-acre portion of a former Boeing aircraft production facility will be designed to foster a pedestrian-friendly commercial district with walkable streets laid out in a grid pattern that allow multiple routes to each destination; tree-lined sidewalks and parkways; a pedestrian-scaled mixed-use district; open space amenities; and a combination of commercial and industrial uses including retail, office and research + development (See Figures 2 and 3). Refer to PD-32: North Development Standards' Introduction section for a further understanding of master plan principles. PD-32: North, lies between Carson Street on the north, Lakewood Boulevard on the east, Cover Street on the south and the Lakewood Boulevard Country Club boundary on the west.

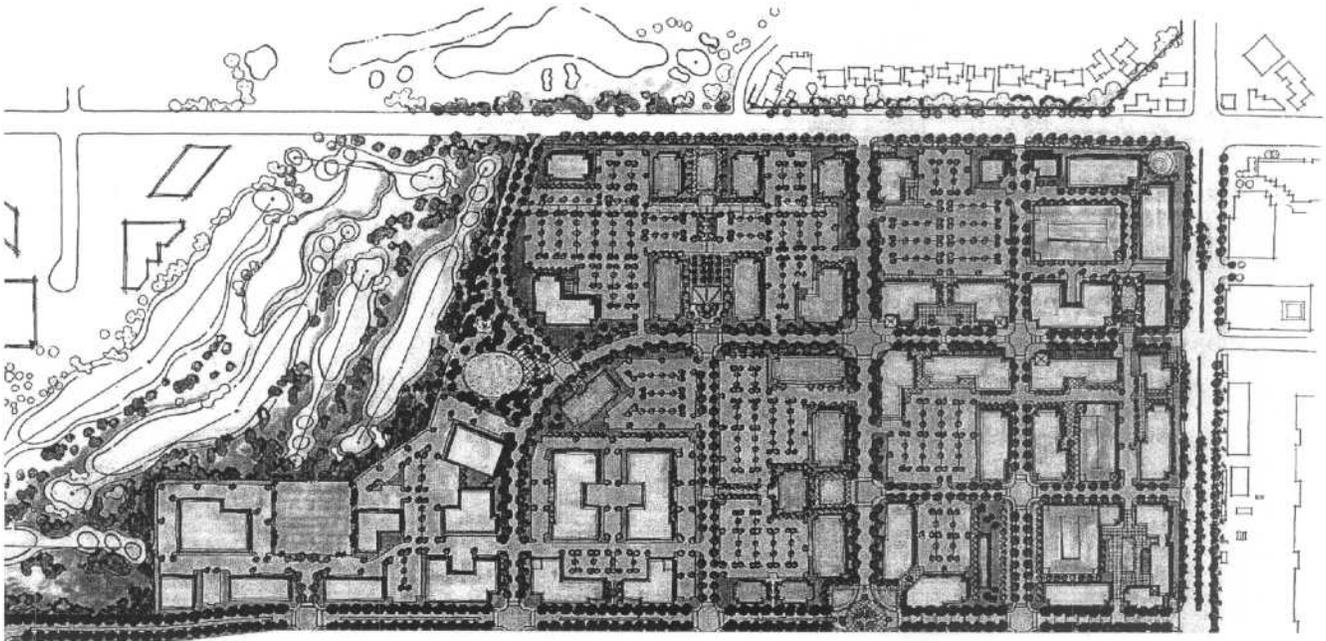


Figure 2 : Illustrative Site Plan

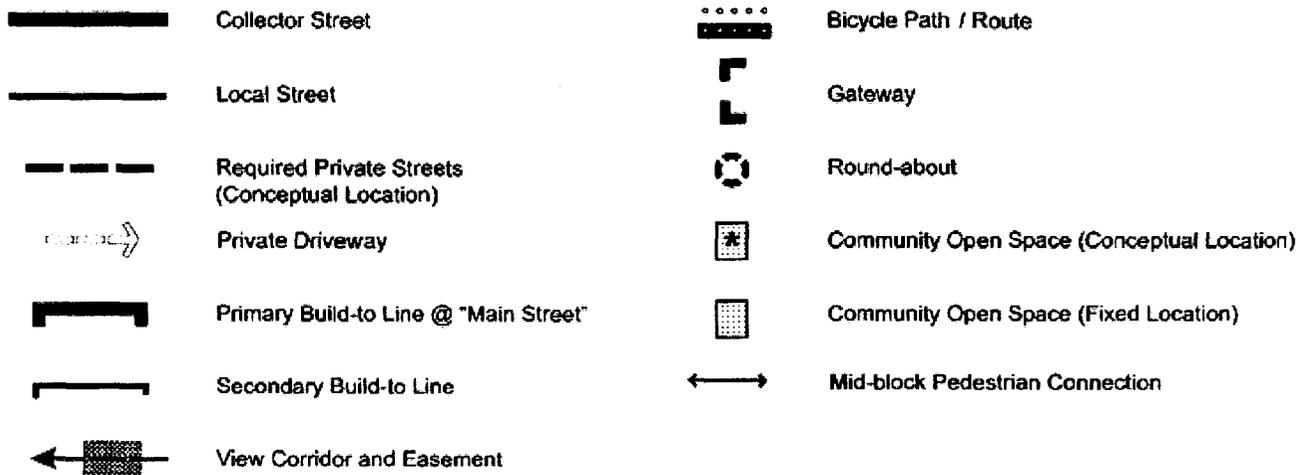
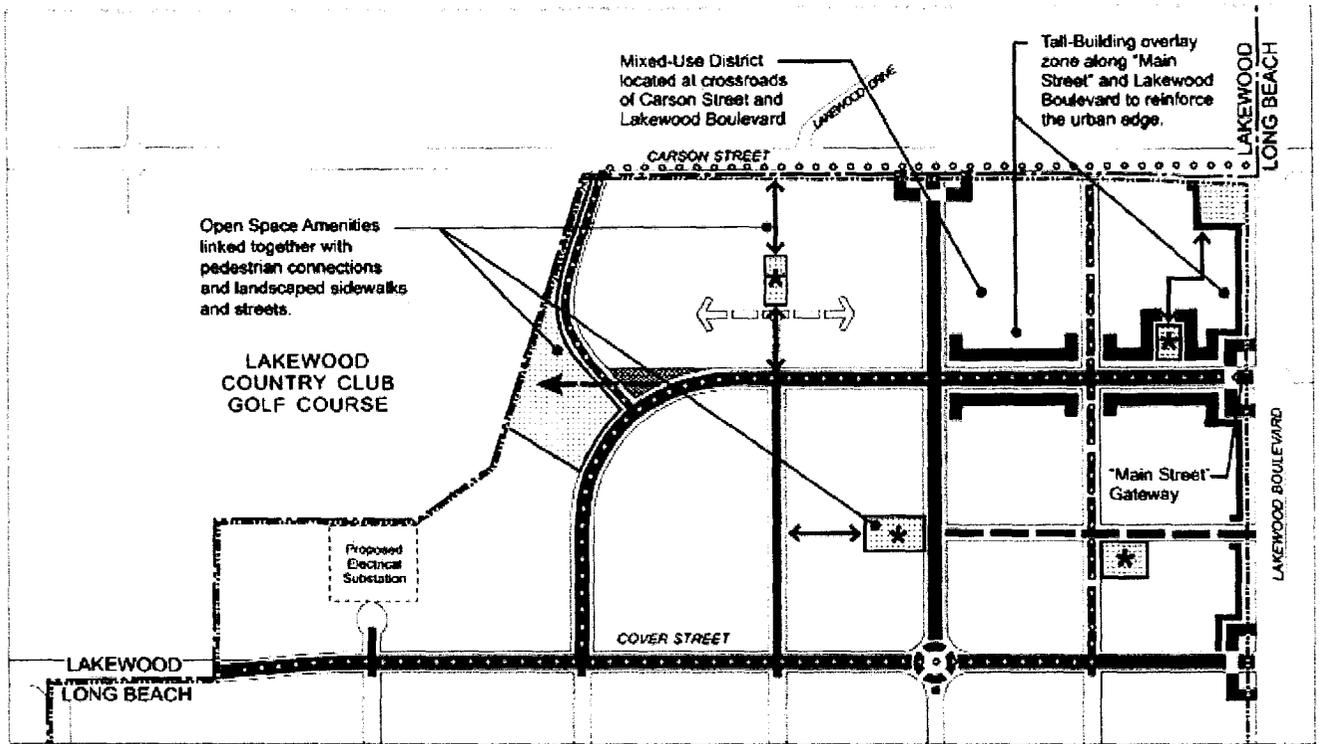


Figure 3 : Master Plan Principles Diagram

Guidelines - Division II
Public Realm Guidelines

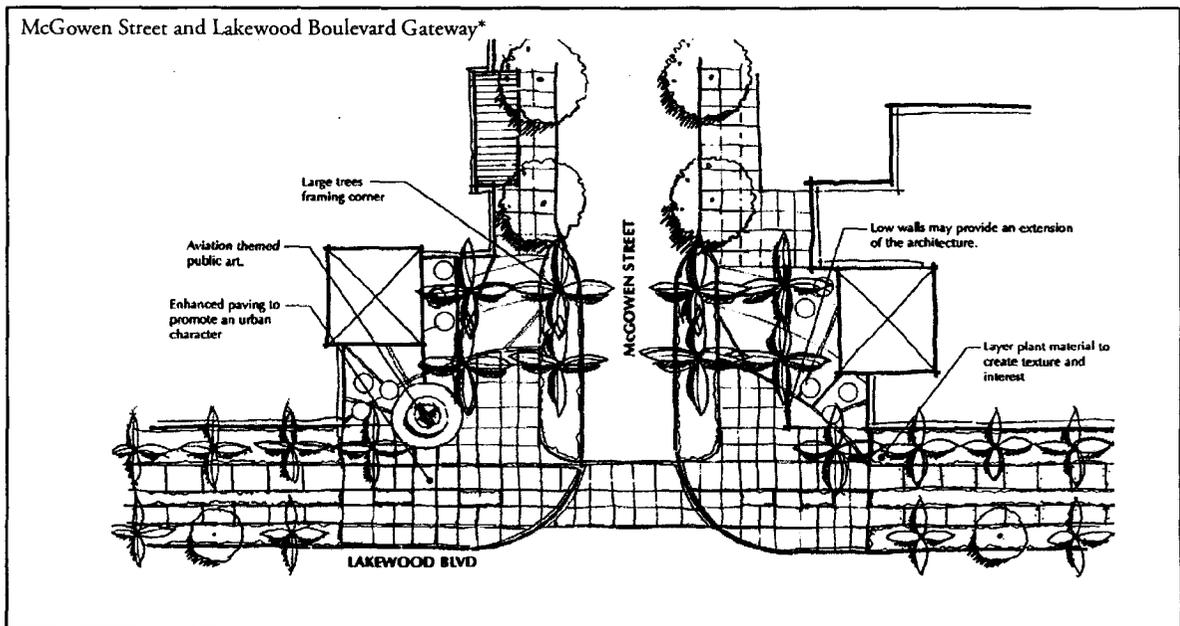
Public Realm Guidelines

Gateways

The primary gateways are located at the corner of Cover Street and Lakewood Boulevard, McGowen Street and Lakewood Boulevard, and Worsham Ave. and Carson Street. These gateways provide the primary entry into PD-32: North, containing retail, office, research and development, light industry, and hotel uses. Landscape forms should reflect an urban “main street” character and promote pedestrian connectivity. Design elements and signage should reflect the lively character of the mixed-use zone and establish a strong visual connection into the site (See Figure 4). This pedestrian-friendly “garden” design approach will allow flexibility for the uses associated with each gateway while providing a common link between all of them. Proposed gateway themes and site design require site plan review approval by the Director of Development Services and Public Works.

Gateway design will include the following elements:

- Low walls as extension of the architecture to delineate plaza/ courtyard space.
- Plant material should be layered to create texture, depth, and interest.
- Buildings and building entries framing each entry area.
- Trees will frame gateways while not creating a visual barrier
- Enhanced paving, street furnishing, lighting and signage
- Aviation-themed art pieces to provide entry identification
(Art pieces provided by master developer)



This plan represents a potential design solution. The actual design may vary.

Figure 4 : Gateway Plan

Perimeter Designs

There are (3) three perimeter edge conditions adjacent to PD-32: North: Lakewood Boulevard, Carson Street, and Lakewood County Club. Each edge is different with regard to its use and relationship to commercial land uses at Douglas Park. Each street will have a unique street tree palette and landscaped parkway. The prescribed minimum landscape setback areas adjacent to the existing streetscape is the responsibility of the individual parcel owner/ builder, and shall follow the prescribed plant palettes further described below.

Lakewood Boulevard

The Lakewood Boulevard edge is intended to provide a consistent urban boulevard character adjacent to the commercial land uses at PD-32: North. (See Figure 5).

This perimeter design will include the following elements:

- Multiple-height street trees designed to relate to pedestrian and vehicular scales, the adjacent architecture, and serve as an extension of Lakewood Boulevard landscape currently being implemented.
- Shrub and ground cover parkways.
- 6' Pedestrian sidewalk.
- Landscaped setback with layered screening shrubs and formal tree arrangements.
- Only low garden walls may be installed at gateways, as extensions of the architecture.
- Other perimeter walls and fences are strongly discouraged, to enhance the more urban character of this boulevard edge.
- Landscape setback plant palette:

Tree(s):	Tristania conferta - Brisbane Box
Shrubs:	Strelitzia reginae - Bird of Paradise Raphiolepis indica 'Ballerina' - India Hawthorne Aloe striata - Coral Aloe
Ground Cover:	Carissa macrocarpa 'Green Carpet' - Green Carpet Natal Plum

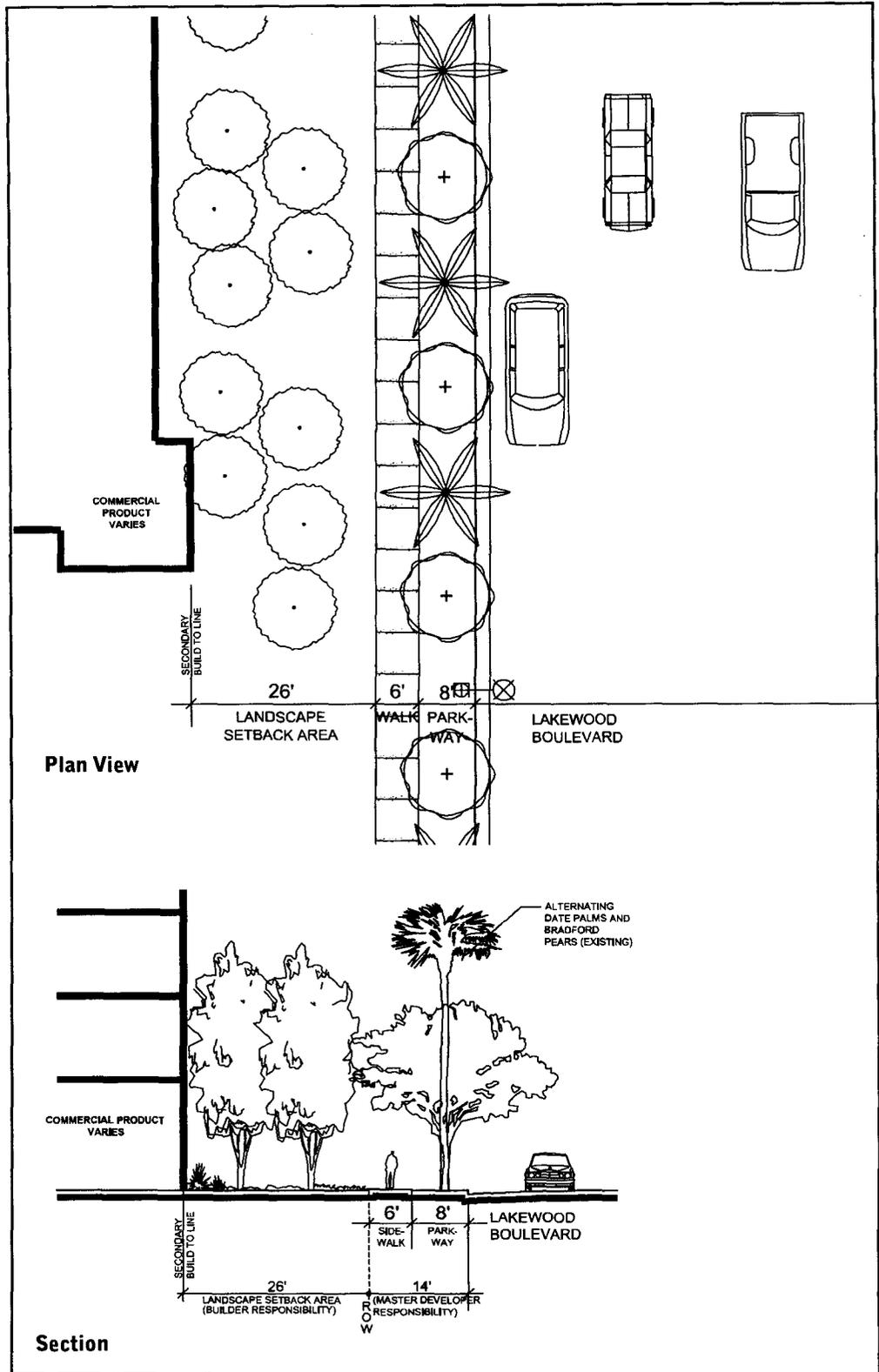


Figure 5 : Lakewood Boulevard Commercial Edge.

Carson Street

The Carson Street edge is intended to accommodate and mediate the relationship of Carson Street's office and commercial uses with existing residential uses across the street. The intent is to capture and extend the character of the adjacent golf course edge through planting and tree selection. (See Figure 6).

This perimeter design will include the following elements:

- Street trees designed to relate to pedestrian and vehicular scales, recall the golf course, and relate to the existing street trees on the northern street edge.
- Shrub and ground cover parkways.
- 5' Pedestrian sidewalk.
- Class I bicycle path.
- Landscaped setback with screening shrubs and tree masses.
- Landscape setback plant palette:

Tree(s):	Pinus canariensis - Canary Island Pine Eucalyptus citriodora - Lemon Eucalyptus
Shrub(s):	Pittosporum tobira 'variegata' - Variegated Mock Orange Raphiolepis indica 'Ballerina' - India Hawthorne Dietes iridioides. - Fortnight Lily
Ground Cover:	Trachelospermum jasminoides - Star Jasmine

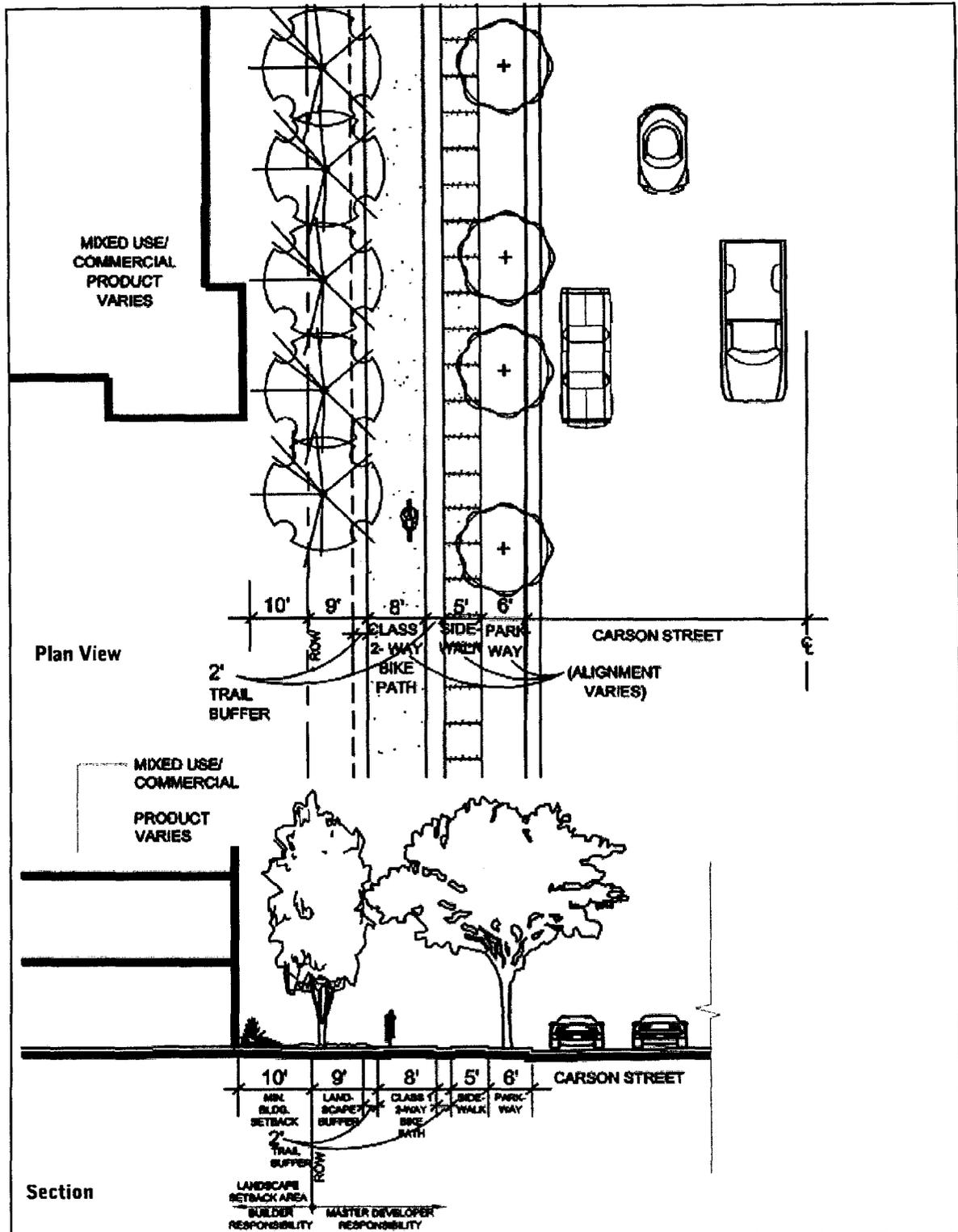


Figure 6 : Carson Street

Lakewood Country Club

The Lakewood Country Club edge provides an opportunity for visual connection with the golf course. The Lakewood Country Club edge is adjacent to open space, view corridors, and commercial land uses.

This perimeter design will include the following elements:

- Layered shrub, groundcover, and turf.
- New tubular steel view fencing at property line to allow visual access.
- Class I bicycle path on the west side of Brizendine Avenue. (See Figure 7 and 8).
- Informal tree masses designed to frame view corridors and compliment golf course planting patterns and materials.
- Landscape setback plant palette:

Tree(s):	Eucalyptus nicholii - Peppermint Eucalyptus Pinus eldarica - Afghan Pine
Shrub(s):	Arctostaphylos 'Howard McMinn' - Howard McMinn Manzanita Muhlenbergia 'Regal Mist' - Regal Mist Deer grass Muhlenbergia 'Lindheimeri' - Lindheimer's muhly Cistus hybridus - White Rockrose
Ground Cover:	Arctostaphylos 'Pacific Mist' - Pacific Mist Manzanita Lomandra longifolia 'Breeze' - Longleaf Mat Rush.

Class I Bicycle Path

The Class I bicycle path at Brizendine Avenue provides a connection from Carson Street to Jansen Green.

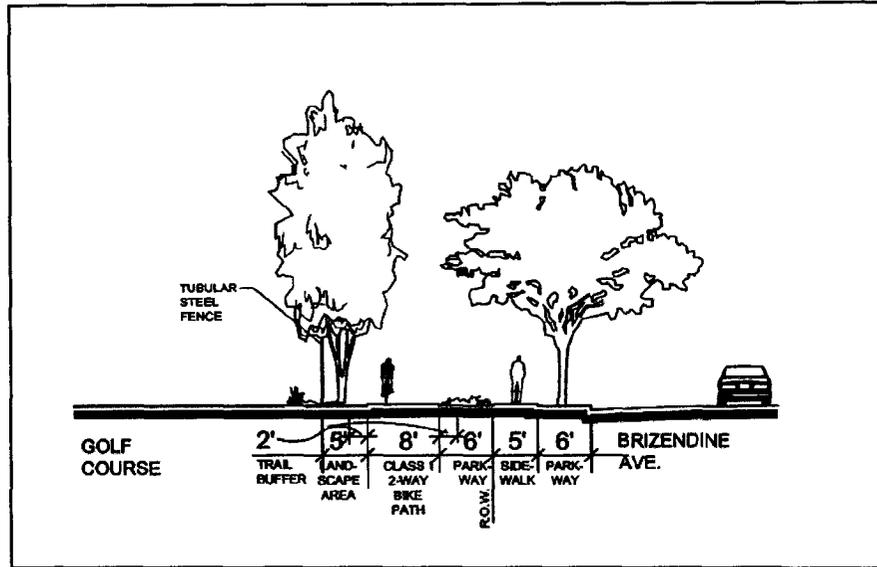


Figure 7 : Bike Path & Pedestrian Walk at Brizendine Avenue and Golf Course Edge

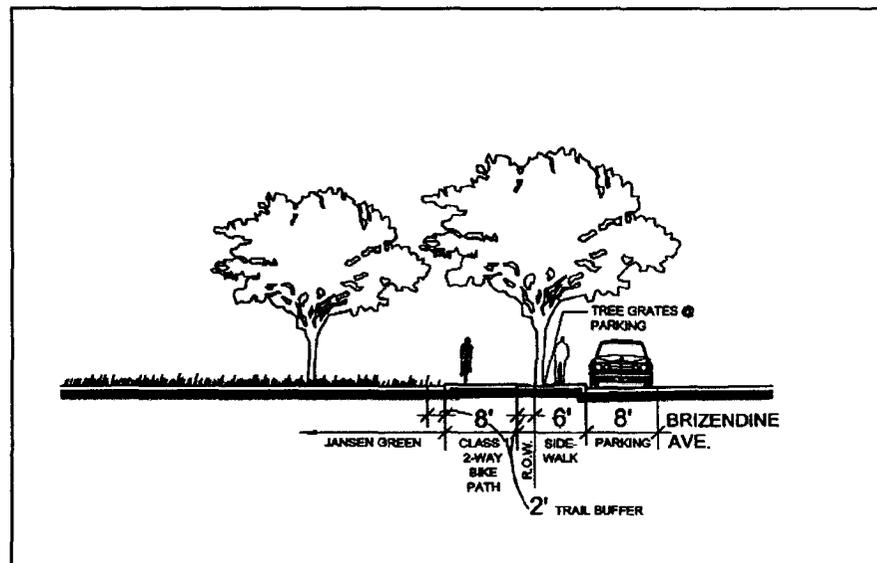


Figure 8 : Bike Path & Pedestrian Walk at Jansen Green Adjacent to Brizendine Avenue On-street Parking

Cover Street

The existing perimeter design includes the following:

- Between Lakewood Boulevard and Worsham Avenue on the north side of Cover Street. 10' wide sidewalk with alternating date palms and Bradford Pears in tree wells with low ground cover
- Between Worsham Avenue and the Lakewood Country Club to the west - 6' wide parkway planted with Holly Oaks and turf - 5' wide sidewalk
- Landscape setback plant palette:

Tree(s):	Quercus ilex - Holly Oak Pinus eldarica - Afghan Pine
Shrub(s):	Arctostaphylos Howard McMinn - Howard McMinn Manzanita Ilex vomitoria 'nana' - Dwarf yaupon holly Heteromeles arbutifolia - Toyon'
Ground Cover:	Rosmarinus o. Prostratus - Prostrate Rosemary Lantana montevidensis 'Lavender Swirl' - Lavendar Swirl Lantana Lomandra longifolia 'Breeze'

Internal Framework Streets

“Main Street”

The Main Street Overlay Zone (parcels on both sides of McGowen Street between Lakewood Boulevard and Worsham Avenue) will recall the character of a lively, traditional “main street” and promote pedestrian activity while accommodating vehicular circulation and on-street parking. This zone will be activated by ground -level retail, dining, and entertainment uses, and be animated and colorful. (See Figures 9 and 10).

The character of this street will be defined by the following elements:

- Street trees with regular upright form and formal spacing to create an urban character.
- Enhanced hardscape and sidewalk paving to establish quality (such as enhanced concrete or pavers at crosswalks and round-a-bout.)
- Traffic calming “chokers” at corners to enhance pedestrian accessibility and safety.
- Public art, symbolic of the site’s aviation history.
- Upgraded light standards, signage, and site furnishing with a pedestrian scale.
- Site furniture with an urban character placed throughout to promote social interaction.
- On-street parking.



a : Street trees with regular upright form and formal spacing to create an urban character and traffic calming “chokers” at corners to enhance pedestrian accessibility.

Figure 9 : “Main Street” Character Image

Street Trees:

Predominant street trees include;

Magnolia grandiflora 'DD Blanchard' - DD Blanchard Magnolia

Quercus virginiana 'Cathedral' - Cathedral Live Oak

Phoenix dactylifera (accent) - Date Palm

Subordinate Trees may include;

Jacaranda mimosifolia - Jacaranda

Chamaerops humilis - Mediterranean Fan Palm

Shrub and Ground Cover Palette should feature bold drought tolerant shrubs, ground cover succulents, and grasses. See appendix for general plant palette.



a : Landscape planting at chokers provide a pedestrian scale.



b : Enhanced hardscape and sidewalk paving to establish quality.

Figure 10 : Main Street Character Images

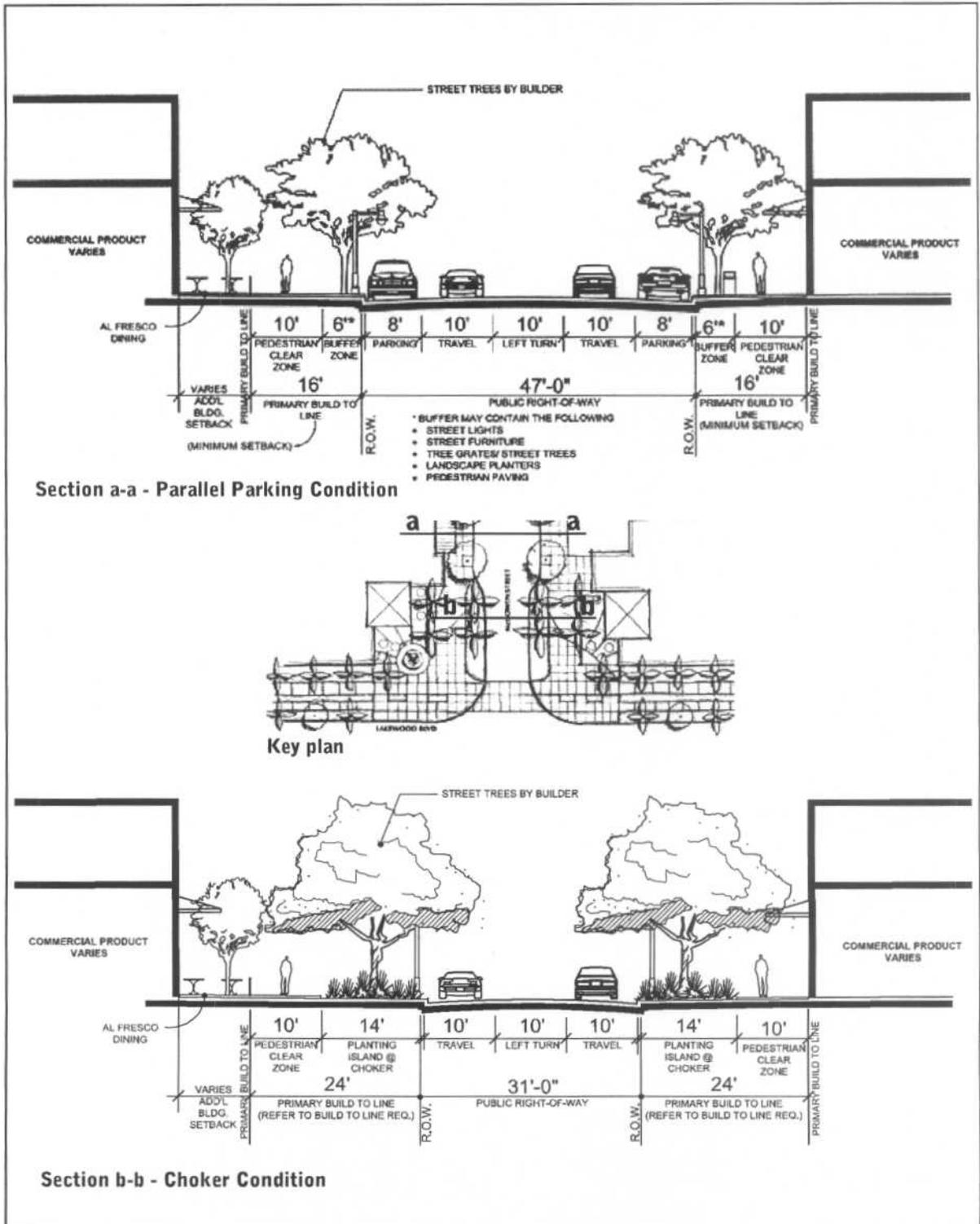


Figure 11 : Main Street (McGowen Street) at Parallel Parking & Choker Condition

Commercial Streets:

The commercial streetscape character will be simple and bold, providing continuity through planting design. (See Figures 12 to 15).

The character of these streets will be defined by the following elements:

- Curb-adjacent, drought-tolerant ground cover parkways with evergreen canopy street trees. Turf parkways may be used adjacent to on-street parking.
- Required setbacks landscaped with screening shrubs and tree masses.
- Light standards, signage, and street furnishing with a contemporary style.



Curb adjacent shrub or groundcover parkways.

Figure 12 : Commercial Street Character Image

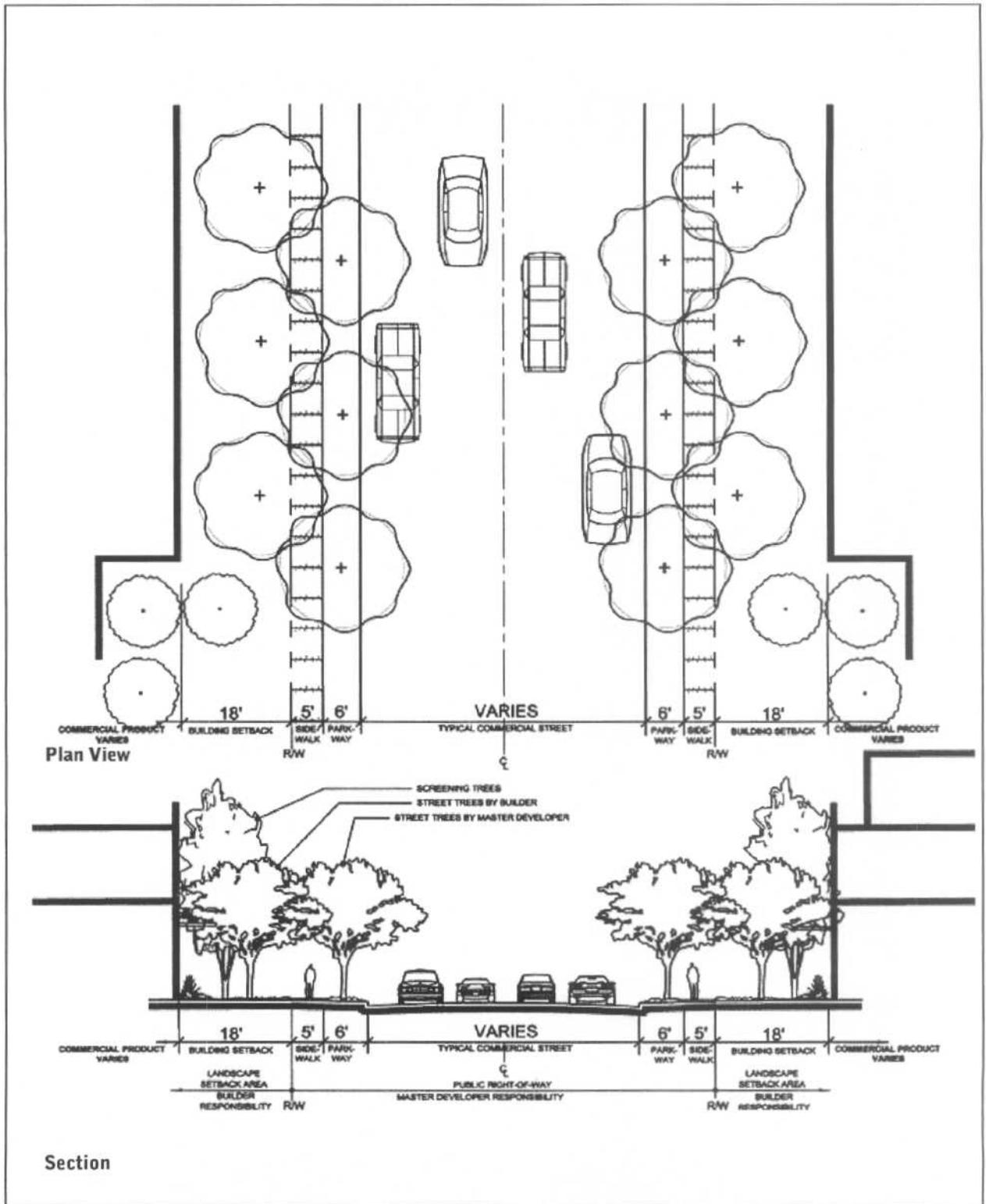


Figure 13 : Typical North-South Commercial Street.

Landscape Setback Condition Requirements

The landscape within the required setback areas (outside the public R.O.W.) adjacent to the various framework streets is the responsibility of the builder/ individual parcel owner. The minimum required perimeter landscape is defined by minimum required setbacks to buildings and parking.

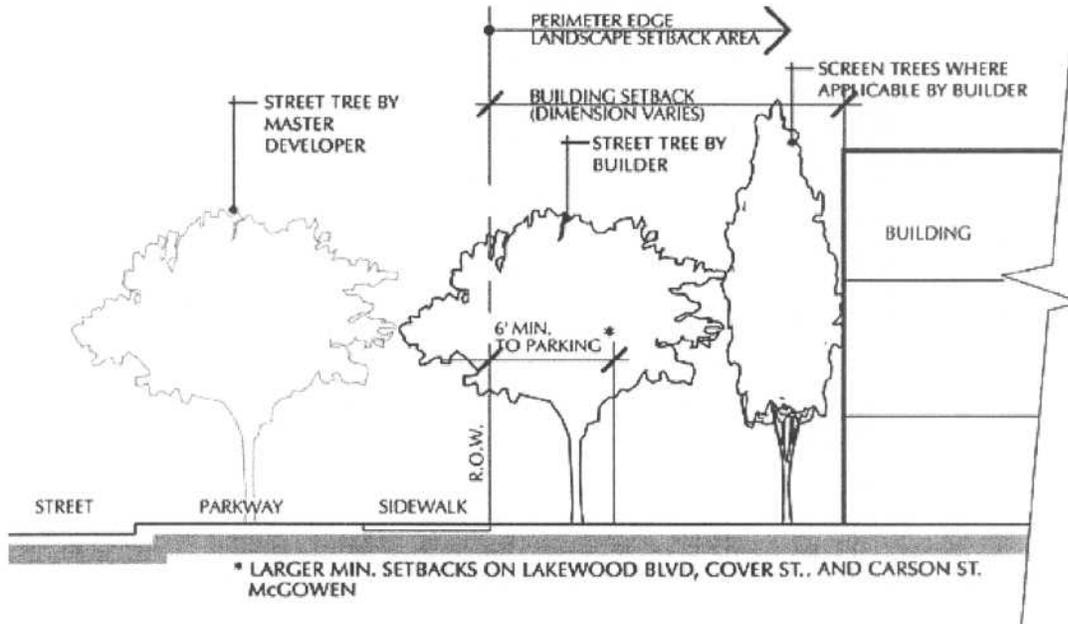


Figure 14 : Street Section (Typical Conditions)

The trees within the minimum landscape setback zone should be the same as the framework street tree within the parkway as defined by Master Street Tree Plan (PD-32: North Design Standards). For screening purposes within the setback zone (i.e. parking structures, blank walls or other undesirable elements), the trees under the “setback/screening” section of the Master Street Tree Plan shall be utilized. Screening of parking areas is most effectively executed through use of berming and/or shrubs.

Shrubs appropriate for parking lot screening may include:

- *Arctostaphylos* ‘Howard McMinn’
- *Carissa* spp. (> 3’ height)
- *Ilex* spp. (> 3’ height)
- *Ligustrum japonicum*
- Ornamental Grasses (> 3’ height)
- *Pittosporum* ‘Variegata’
- *Rhaphiolepis* (> 3’ variety)
- *Rosmarinus officinalis* (> 3’ variety)
- *Strelitzia reginae*

Larger screening shrubs (at parking structures, trash enclosures, utility enclosures, masonry walls, etc.) may include taller varieties from the previous palette to the left plus:

- *Escallonia fradesii*
- *Heteromeles arbutifolia*
- *Plumbago auriculata*
- *Rhus integrifolia*
- *Westringia fruticosa*
- *Xylosma congestum* ‘Compacta’



a : Landscaping to screen parking lots.



b : Required setbacks landscaped with groundcovers, screening shrubs, and tree masses.

Figure 15 : Commercial Street Character Images

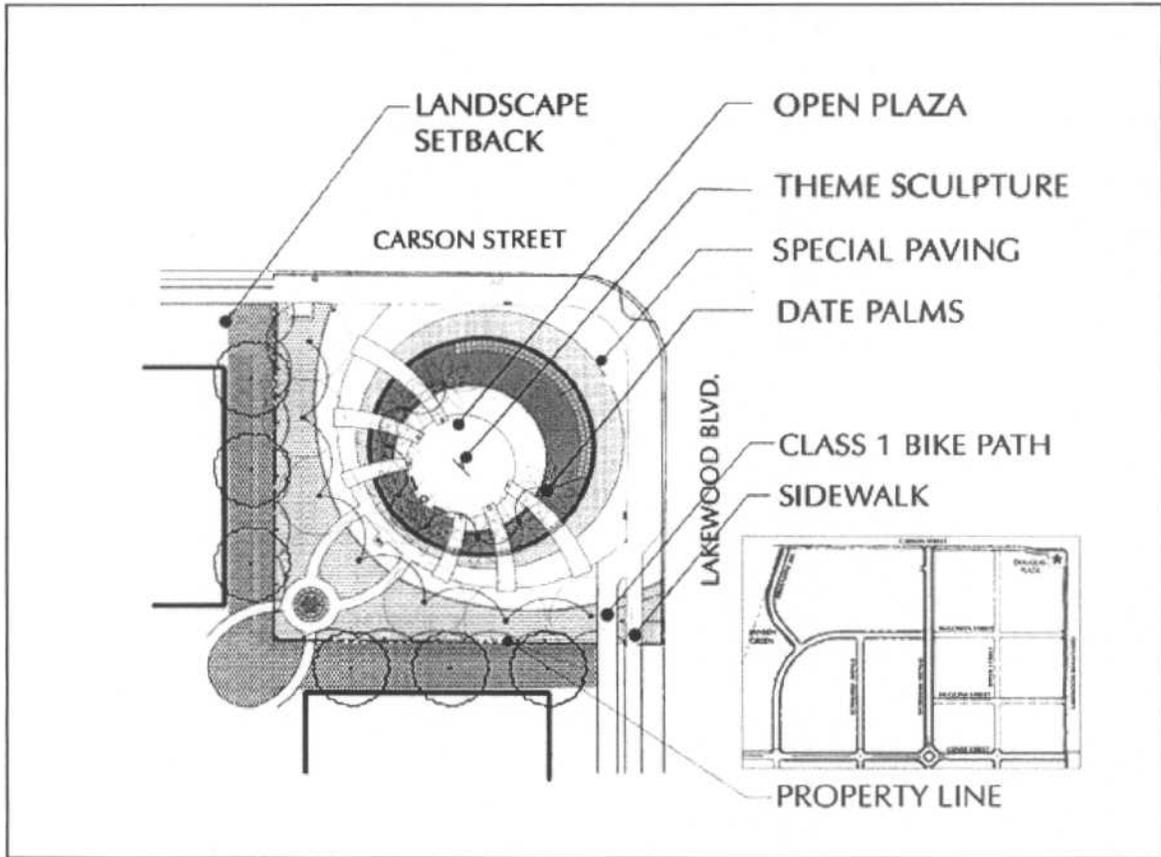
Community Open Space

The community open space amenities in Douglas Park are publicly accessible and contribute to the fabric of Long Beach and the character of the community. The goal of the open space amenities is to provide opportunity for active and passive recreation (active recreation opportunities within Jansen Green), large and small community gatherings, and the chance to reflect on the site's historical and cultural significance. Open spaces are located within easy walking distance of all points in the mixed-use and office districts, positioned in appropriate relationships to adjacent land uses and site circulation, and serve as important landmarks within the community. There are numerous open spaces and plazas at Douglas Park, totaling approximately 10 acres, each with a unique identity. The intent, program, and design principles are listed below for each community open space amenity. Approval of the Director of Development and Public Works required prior to issuance of a building permit.

Douglas Plaza

Douglas Plaza is a 0.4-acre space located on the corner of Lakewood Boulevard and Carson Street. The primary design principle is to announce the arrival to the Douglas Park Development. In addition, this plaza will provide balance to the war memorial located across Lakewood Boulevard and establish a gateway into the City of Long Beach. Public art will celebrate the significance and importance of the site's history. Also, the plaza will be designed to accommodate the users of the adjacent class I bicycle path. The design will have an urban character and incorporate simple and strong forms (See Figure 16).

Note: Douglas Plaza has already been designed and was approved by The City of Long Beach (Construction and design plans were approved in October 2007, the permit for the work was issued on 10-2-08) which meets the intent of these Design Guidelines



This plan represents current city approved design solution.

Figure 16 : Douglas Plaza

Additional community open space amenities

In addition to Jansen Green and Douglas Plaza, there shall be a minimum of four additional community open space amenities, two within the mixed use district and two within the office district. One community open space within the mixed-use district shall be 0.5 acres minimum, with the balance of open spaces being 0.33 acres minimum each, and an aggregate total of 1.5 acres minimum (not including Jansen Green and Douglas Plaza). See concept plans in Figure 18 for suggestions regarding programming and layout of community open spaces, as well as for suggested relationship to streets, buildings, and pedestrian connections.

Public Open Space Programming - Mixed-Use District

Provide a balance of hardscape and landscape lawn area designed for all age groups and may include the following:

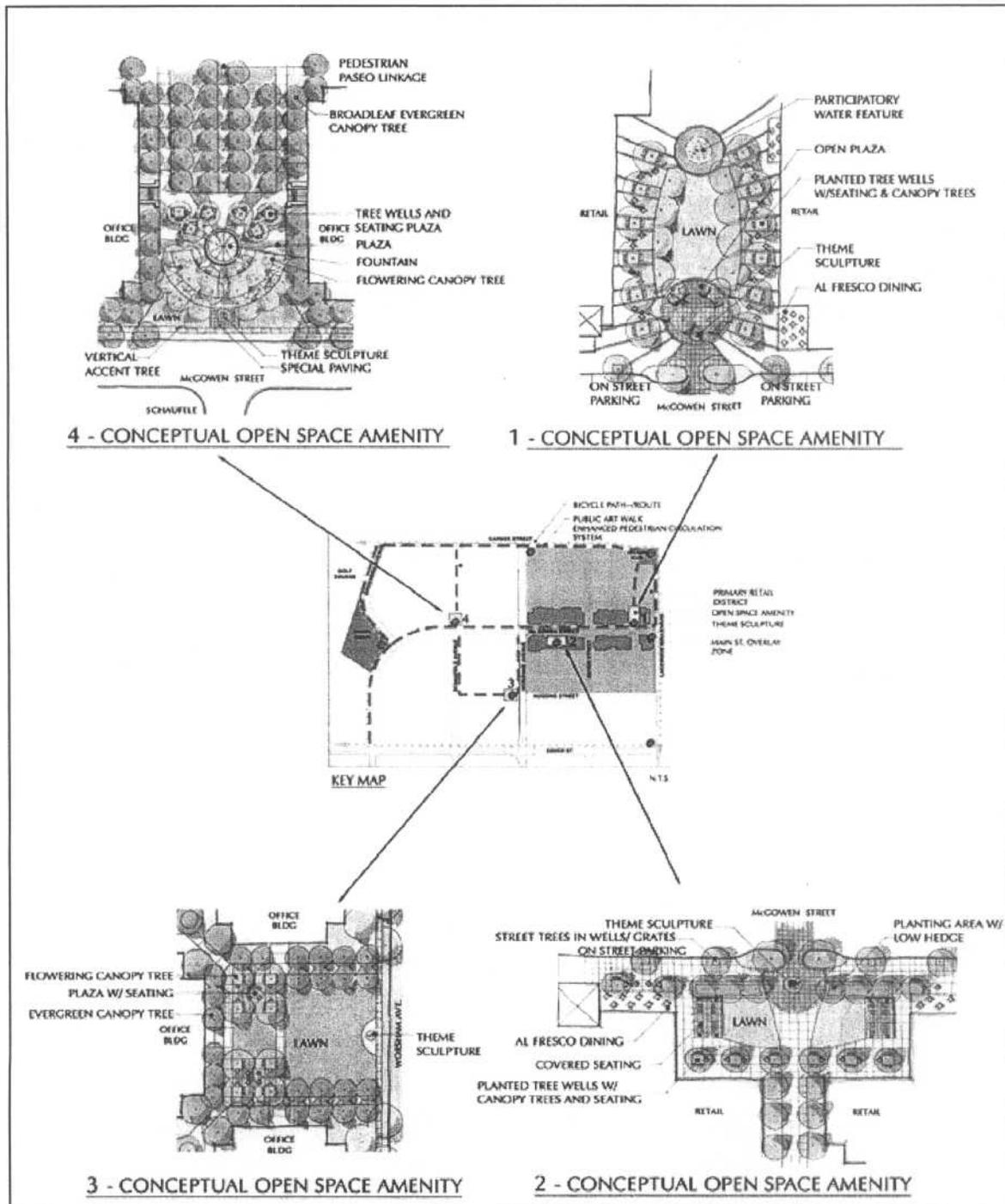
- Large flexible use plaza, paved area for special events (e.g., art fairs, culinary events, small performances, music, etc.)
- Public Art – opportunity for permanent, themed public art provided by Boeing.
- Large lawn area for informal, spontaneous play, sitting and small gatherings.
- Opportunity for child friendly, participatory water feature.
- Shaded sitting areas with trellis and/or canopy trees.
- Thematic street furnishings and lighting
- Educational and interpretive programs designed to tell the story of the site.

Public Open Space Programming - Office District

Provide a more park-like setting, favoring more landscape lawn area than hardscape area, and may include the following:

Areas to facilitate lunch-hour type activities, gatherings, as well as more restorative individual or small-group opportunities.

- Shaded sitting areas, canopy trees.
- Public Art – opportunity for permanent themed public art provided by Boeing.
- Opportunity for water feature with design focus on aesthetics, mild sound attenuation, white noise, while facilitating conversation
- Flexible use paved space for special events and small group gatherings.
- Thematic street furnishings and lighting.
- Educational and interpretive programs designed to tell the story of the site.



These plans represent potential design solutions. The actual designs may vary and require Site Plan approval of Director of Development Services.

Figure 18 : Community Open Space Amenities

Public Art

Public art will play an important role at Douglas Park. A public art master plan has been approved by the Long Beach Art Council and The City of Long Beach. Location of elements not yet deployed but referenced within the Public Art Master Plan will be determined during the Site Plan Review process. The primary goal of the public art program is to embrace the site's historical and cultural significance by examining the products produced during the World War II Jet eras, celebrating the "heroes" who worked here, and recalling the landmark events that took place on this site. Inspiration for the art will come from the bold past of the Douglas Plant and the brilliant future of Douglas Park. (See Figure 19).

The public art program may include the following elements:

- Sculpture.
- Street Plaques.
- Concrete Stamps.
- Stamped Concrete
- Interpretive Pylons.
- Engraved names.

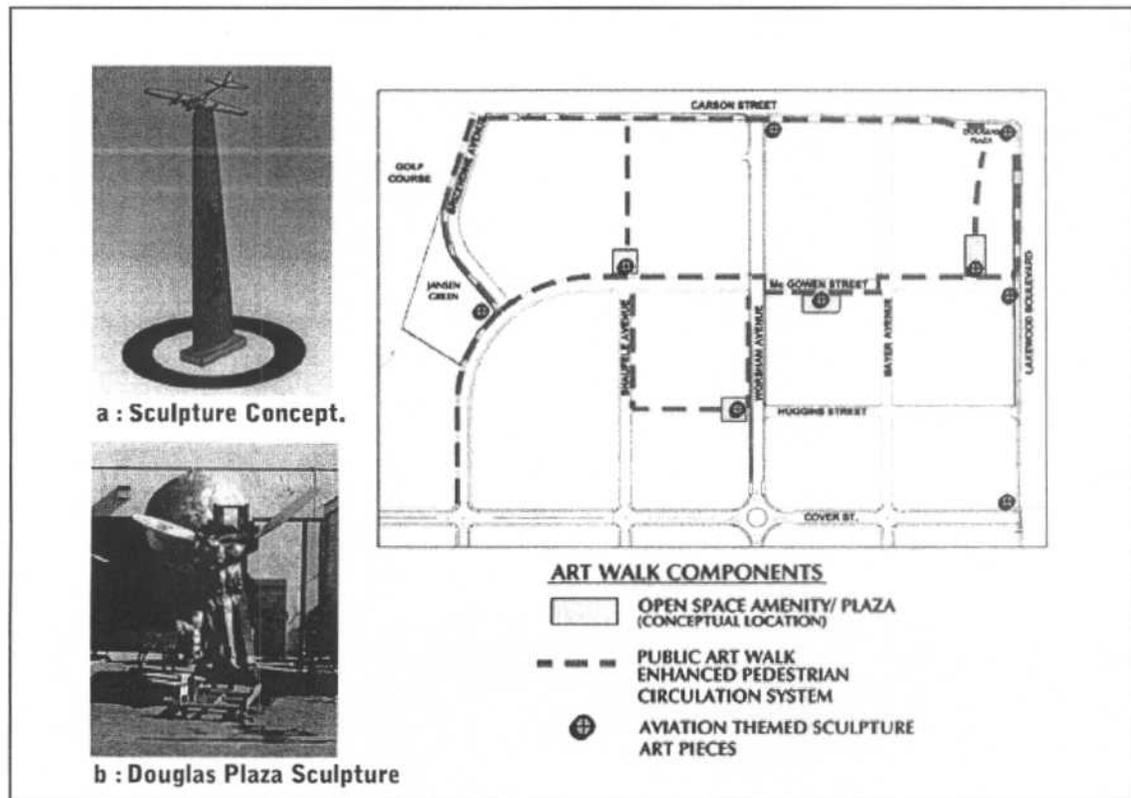


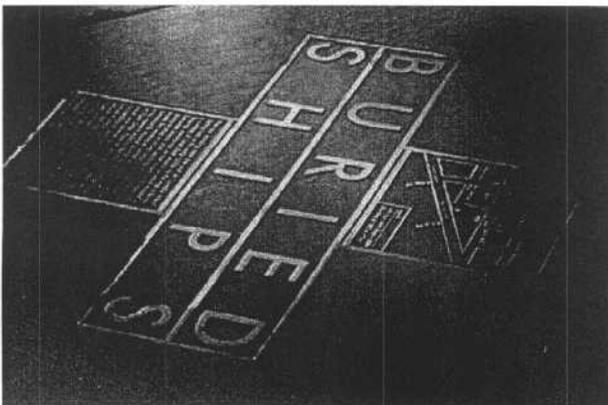
Figure 19 : Public Art Images

Signage

Signage will play an important role in way finding and identity at Douglas Park. A signage master plan will be prepared by the Master Developer in conjunction with the first phase of development. A primary goal of the signage master plan will be to establish quality sign design appropriate for the context of Douglas Park and materials. Signs which are visually “loud” are discouraged. Signs must comply with the minimum standards set forth in the Long beach Municipal Code (LBMC Section 21.44.105). See also PD-32: North Development Standards, Division III.

Sign design should emphasize the quality of materials, methods of illumination, and design for identity as well as clarity. The signage master plan should devise a shared graphic language to be used in all sign types, each of which will address the following types of signage situations:

- Douglas Park identity signage at perimeter locations.
- Vehicular and pedestrian directional signage at Douglas Park entries and at internal, public, and private rights-of-way.
- Open space signage.



a : Street plaques.



b : Engraved names

Figure 20 : Public Art Images

Guidelines - Division III
mixed-use district guidelines

SEPTEMBER, 2009

MIXED USE DISTRICT GUIDELINES (Sub Area 1)

Mixed-Use District

Located at the crossroads of Carson Street and Lakewood Boulevard in the northeast corner of PD-32, Sub area 1 is envisioned to include a mix of office and various pedestrian-serving commercial uses, all designed to encourage a lively and walkable district for Douglas Park. In this case, pedestrian-serving commercial activities include retail, restaurants, hospitality, entertainment, personal services and office uses.

The district is divided into the primary retail zone (which includes the “main street” overlay zone along McGowen Street and extended south to Huggins Street) and the retail expansion zone to the south. These areas should feature pedestrian linkages and building placement and orientation that will encourage connections to adjacent commercial development, to further enliven the area. Building heights here are permitted to reach higher than in most areas of PD-32.

With the intent of further establishing a “gateway” element for Long Beach to complement the existing War Memorial to the east, the placement of commercial buildings abutting the southerly and westerly sides of Douglas Plaza is encouraged. Commercial uses may include office, retail, hospitality and mixed-use. To the extent practical, ground floor uses within such buildings should orient to the Plaza.



Figure 21 : Mixed Use District - Office over Street-Level Retail

Primary Retail Zone

The “primary retail zone” extends from Huggins Street to Carson Street and Worsham Avenue to Lakewood Boulevard. This area is intended chiefly for retail uses, but may include other uses such as office, hospitality, athletic clubs (with size restrictions), restaurants and community facilities.

Main Street Overlay Zone

McGowen Street between Lakewood Boulevard and Worsham Avenue is an important gateway into Douglas Park, and the heart of the Mixed-Use District. This is intended to be a lively and walkable “main street” of wide sidewalks lined with shops and cafes behind open and attractive facades, all served by convenient on-street parking.

Storefront architecture is strongly encouraged along the two-block “main street” overlay zone. While single and two story buildings are expected, multi-story buildings with retail uses at the ground floor and office and other commercial uses above can be accommodated (See Figure 21). Build-to lines will be mandated to assure the urban design experience of this zone. Step-backs are recommended to relieve vertical massing of buildings over three floors. A variety of heights, architectural styles, materials and colors is encouraged.

The architectural and permitted urban design character for this district should include varied architectural scale and rhythm through the use of restrained massing relief; variety of roof and parapet heights; and variety of materials and colors to create the desired feel of an urban neighborhood center.



Figure 22 : Mixed Use District - Streetscape Images

Ground Floor Uses

In order to reintroduce building types that have made traditional American neighborhoods convenient, walkable, and attractive, the mixed use district is envisioned as a place where shops and other pedestrian-oriented uses address the street and are accessible from it. (See Figure 24).

- Locate the primary entrance for all ground level uses from McGowen Street directly.
- Maximize storefront glazing and openness. (Refer to PD-32: North Standards for Display/Clear Window Requirement as well as Figure 23 below).
- Vacant spaces shall have store-front displays which conform to a city-approved decorative window display program. No blank windows or back-painted glass shall be allowed.
- “Shadow” art galleries, historical displays, artist studios, back office uses or sales offices may be allowed as temporary transitional uses.
- Eye-level displays, outdoor seating and special wall treatment to enhance visual interest and pedestrian-area vitality are desired.
- Chokers are encouraged at intersections and pedestrian crossings to act as traffic calming, provide pedestrian accessibility, add interest with low planting and provide space for larger specimen trees.
- Ground floor area should be maximized for pedestrian-serving uses.

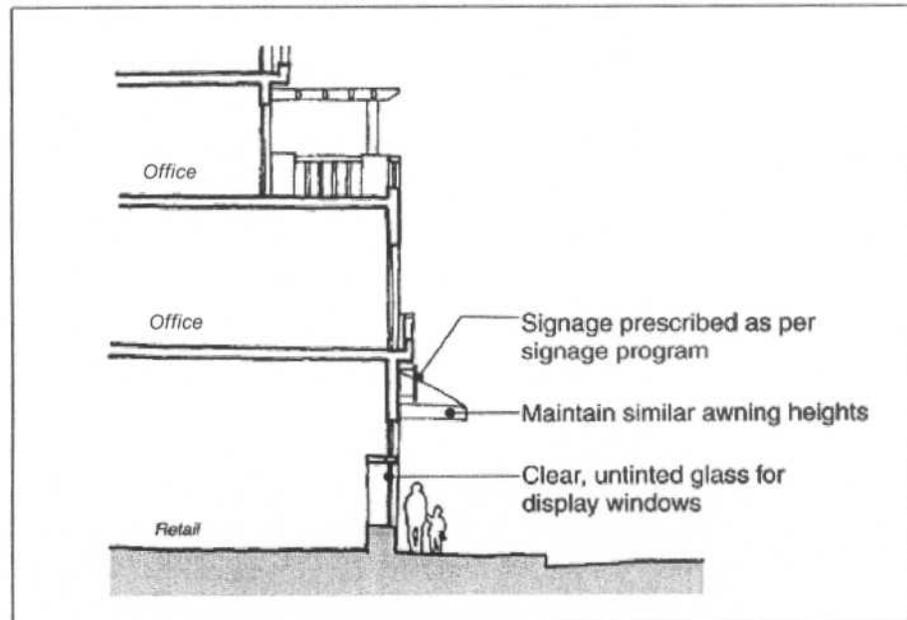


Figure 23 : Mixed Use District - Street Frontage Character



Figure 24 : Mixed Use District - Ground Floor Uses

- Minimum floor to floor height for ground level uses will be 16 feet to provide meaningful usable space. Mechanical equipment and other systems should be designed to provide a minimum ceiling height of 12 feet.
- Outdoor dining, kiosks, benches, landscape planters and other street furniture are encouraged to enhance street activity and interest.
- Conform signage to LBMC Standards. Encourage blade signs and other pedestrian-oriented types of signage.

Massing & Form

“Main Streets” are characterized by the aggregation of multiple buildings and facades, rather than the development of monolithic structures.

- Variations in massing are encouraged, but they should relate to structural systems and interior space, and not be cosmetically applied.
- Parapets are permitted.
- Required stepbacks should be used to create varied scale and massing at upper levels. (See Figures 25 and 26).
- Special building massing elements, such as towers, should be used to highlight and frame street gateways. (See Figures 25 and 26)
- Corner architectural features (such as clock tower’s) are encouraged at street intersections.

Fenestration

Frequent entrances and display windows help establish visual and functional connections to the street, and create an active walking environment.

- Maximize storefront glazing and openness.
- A minimum of 60% of the horizontal length of the façade fronting McGowen Street should contain display windows and entrances.
- Clear, untinted glass should be used throughout.

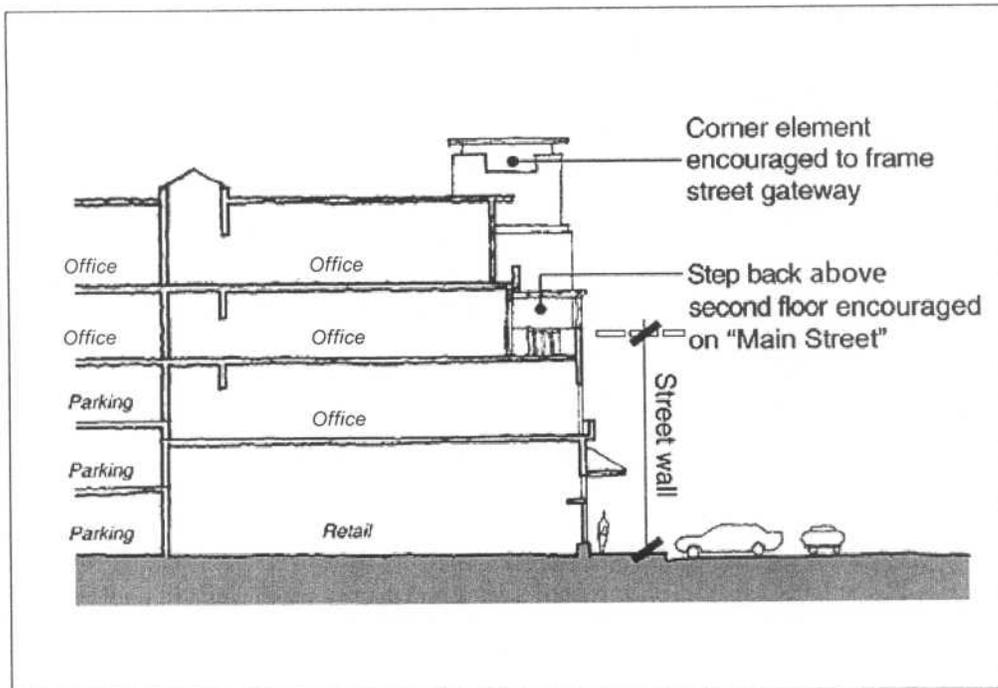


Figure 25 : Mixed Use District - Use and Massing Issues

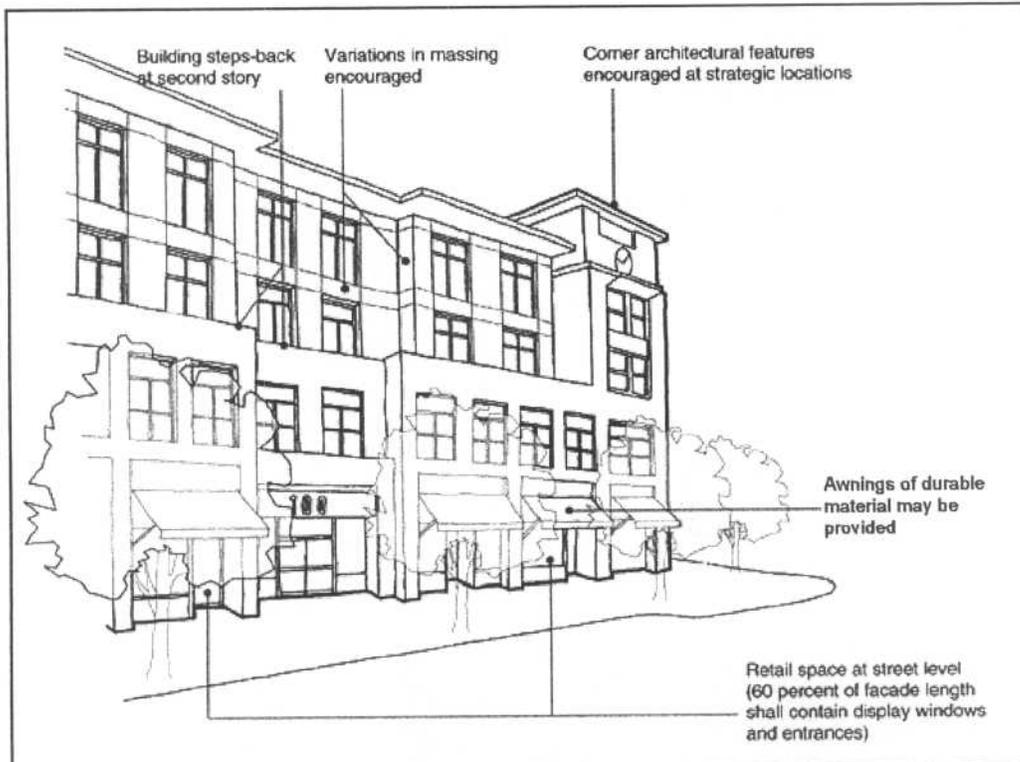


Figure 26 : Mixed Use District - Massing, Facade Treatment and Fenestration

- Illuminate display windows at night to encourage pedestrian-area vitality.
- Security grilles are prohibited. In exceptional cases, and only through Site Plan Review, such grilles will be accepted provided that they are architecturally interesting and are placed inside the building behind the display areas. (See Figure 23).
- Metal and/or glass canopy elements are encouraged. (See Figures 23 and 26). If provided, fabric awnings should be made of durable commercial grade fabric or other similar material with a single color matte finish. Awning supports should be coated metal or other non-corroding material.

Facade Treatment

- Differentiate ground-level facade from upper levels.
- Large expanses of storefront glazing and display are encouraged on the ground level. Solid elements such as piers and columns should include richly textured materials such as stone, tile, and upgraded masonry to enhance pedestrian scale. (See Figure 27).
- The facade of the commercial uses above ground-floor retail on McGowen Street should avoid monumental and monolithic treatment – compatibility with the adjoining buildings is desired.

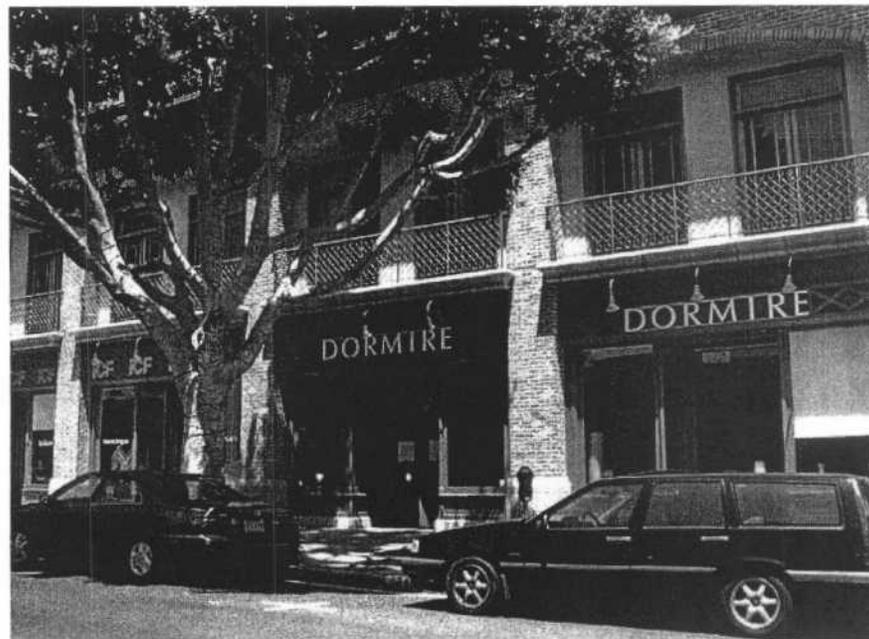


Figure 27 : Mixed Use District - Facade Treatment & Fenestration Conditions

Parking/Service

Provide access to parking while maintaining pedestrian friendliness and walkability.

- Parking should be screened and visually buffered from the public right-of-way.
- Shared parking facilities are encouraged for retail, commercial and office uses.
- Where a parking structure occurs, entrances from secondary streets should be designed to be subordinate/secondary to main pedestrian entrances and to the overall project image.
- Parking should not disrupt the quality of common spaces and pedestrian environments.
- Service areas should not be visible from surrounding public streets. Service areas including delivery, trash and recycling should be provided for commercial uses.
- Trash should be stored in enclosures that are architecturally compatible with the project and easily accessible to trash collection trucks.
- Utility meters, transformers, and other service elements should be located in the least-visible areas, and screened from public view where feasible.
- The building facade of any parking structure shall be designed to be compatible in color, material, architectural treatment, and detail with the building(s) it serves. In addition, landscape screening shall be provided on the first level.
- Service areas should be located as far as possible from building entries and pedestrian-oriented zones, and should be screened.
- Parking structure lighting should be appropriately shielded.

Landscape Guidelines

Landscape is minimized in this zone to promote an urban character. The intent is to reinforce the “Main Street” character of the mixed-use district.

Landscape guidelines that apply to the Mixed Use Overlay Zone areas are as follows:

Paving

- Enhanced paving, such as architectural concrete, brick, stone, and concrete pavers are encouraged to promote an urban character.
- Colors and finishes shall be complimentary to the building architecture and adjacent streetscape paving.
- Finishes imitative of other materials, such as stamped concrete, are discouraged.

Planting

- Potted plants with a “main street” urban character are encouraged.
- Planting areas while used with restaurant and in scale with the overall street scene. Retail area should include low level shrubs, ground covers, or grasses to promote visibility.
- Ground level planting should be structured and minimized to promote free pedestrian movement and accessibility.
- Street trees in tree wells/ grates, providing shade and pedestrian friendly scale.

Maintenance

The intent of the maintenance guidelines are to encourage a safe, clean, and healthy condition at all times.

- Trees should be maintained to allow for proper light distribution of adjacent light standards.
- Maintenance such as weeding, fertilization, mowing, pruning, light fixture maintenance, irrigation system maintenance, and trash removal shall occur on a regular schedule.
- Dead or poorly performing potted plant material is to be replaced once it is discovered.
- Graffiti shall be removed or painted out within in 24 hours. See Division V.

Screening

Screening of visually undesirable objects is required. Methods of screening may include masonry walls, overhead trellis, and landscape planting of evergreen material. (See Figure 42). Screening devices should be integrated into building and site design, and not addressed as afterthoughts. Careful design consideration should be given to prevent hidden areas from encouraging criminal activity; lighting should be installed in these areas. The following items must be screened from off-site views, taking into consideration required access by Fire Department, utility companies and service providers:

- Mechanical equipment, such as air conditioners.
- Equipment, such as backflow preventers and controllers.
- Utilities, such as transformers and meters.
- Trash containers.

Views of parking areas and parking garages from the public right-of-way should be buffered and softened using landscape planting of evergreen trees, hedges, shrubs, and groundcover.

Exterior Lighting

The intent of the lighting criteria is to provide safety while enhancing the night time urban character.

- Lighting should be provided at all building entrances.
- Glare should be minimized.
- Architectural detail and landscape accent lighting is encouraged to create identity for mixed-use district.
- Exposed fixtures should be selected to relate to the associated building's architectural character.
- Building accent lighting is encouraged to create a pedestrian-friendly evening ambiance to the street

Signage

The intent is to promote an urban character through quality sign design and materials. Signage shall be designed in context of adjacent architecture and the “Main Street” character of the mixed-use district. Signs must comply with the PD-32: North Signage master plan (see Standards Division III), and as set forth in the Long beach Municipal Code (LBMC Section 21.44).

A sign program shall be created for the mixed-use district to address the following issues:

- Sign compatibility with retail uses
- Pedestrian orientation and visibility
- Quality signage with a “boutique” character
- Sign materials and method of illumination.

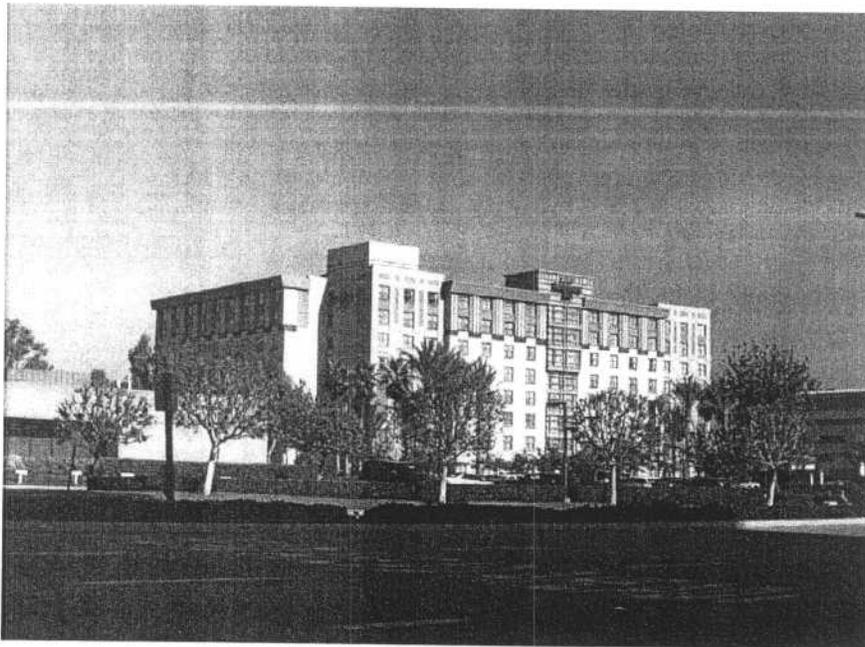
Hotel Guidelines

Hotels are quasi-residential uses that have specific requirements that should be taken into account to avoid conflicts with adjacent uses.

- Hotel design should avoid fanciful architecture styles.
- Design buildings as a project that contributes to the urban character of the district. Design of an isolated enclave is not desirable.
- If located on McGowen Street in Sub Area 1, the building must follow all design guidelines for the Main Street Overlay Zone. Lobby frontage and an entry should face the street, but the vehicular driveway and drop-off may not.
- Drop-off may not be located along Lakewood Boulevard or McGowen Street.
- All sides of the building should be consistent in style and quality of design with main facade. Avoid any “back door” look. (See Figure 28b).
- The primary presence along the major street front should be the building and the drop-off, not the parking. (See Figure 28a). Locate the parking at the rear of the building.
- Parking, delivery and loading should be fully screened and visually buffered from the public right of way.
- Parking and loading location should not disrupt pedestrian movement or impact privacy of guests.
- To insure privacy of guests, recreation facilities such as a pool should be located to avoid being heard or seen by adjacent properties’ occupants, or the public in general.
- The scale and design of the building should relate to its context. Stairways, corridors and other circulation systems should not be exposed to view, and should be integral to the design of the building.
- Balcony railings should be made of high quality materials that compliment the architectural composition and style. Utilitarian and inherently inexpensive hollow metal or pipe railings are not acceptable.
- Central air conditioning units should be used. Individual room units are not acceptable.



a : The primary presence along the major street front should be the building and the drop-off, not the parking.

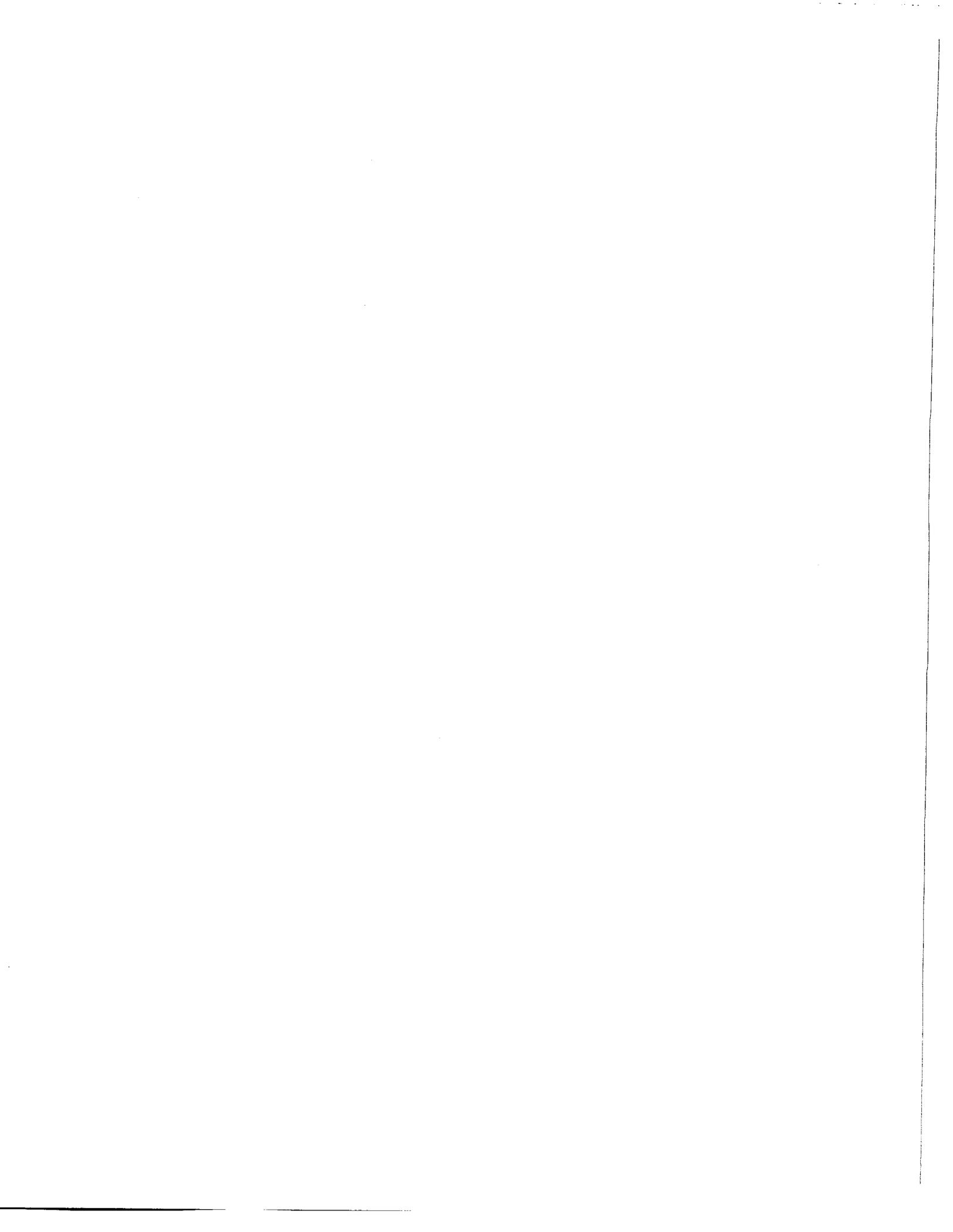


b : All sides of the building should be consistent in style and quality of design. Avoid "back door" look.

Figure 28 : Hotel - Urban Character

Guidelines - Division IV
office/ r+d / light industrial guidelines

SEPTEMBER, 2009



OFFICE/ RESEARCH + DEVELOPMENT LIGHT INDUSTRIAL GUIDELINES (Sub Areas 2 and 3)

Office / R+D / Light Industrial Districts

The western portion of PD-32: North is intended to be developed as an attractive, low-rise business campus setting, where buildings line landscaped streets and sidewalks, and are served by adjacent parking. Any retail uses should be adjacent and oriented to streets and sidewalks in the “retail expansion zone.”

Buildings located on parcels along Cover, McGowen and Carson Streets as well as Worsham Avenue should face the street and be built to the front of the setback line, to create a more urban character. In addition to holding visual continuity along primary/collector streets, buildings should be clustered to form plazas, courtyards and other such semi-public spaces where appropriate, adding relief and interest to the overall streetscape as well as amenities for occupants and visitors. To the extent that any parking structures are developed they should be located away from primary/collector streets, behind the building(s) which they serve. Parking structures, loading docks and other service areas should be buffered from view using landscaping, building orientation, and screening devices.

Walkability should be encouraged at every opportunity, fostering connectivity, and visual interest for those on foot. Primary or secondary access to building lobbies is encouraged to link directly to public sidewalks and roadways as well as plazas and pedestrian paths.

Orientation

Buildings should strive to reinforce the public street edges, rather than creating building islands surrounded by parking. (See Figures 29, 31 and 32).

- Orient front building facades parallel to the street, and directly at the required setback line of the front property line in order to reinforce the street edge. (See Figures 29, 31 and 32).
- Locate building entries, plazas, and pedestrian-oriented uses along the primary streets. (See Figure 32).
- Spaces between buildings should be designed as outdoor rooms and not left merely as residual landscape space. Frame public gathering spaces and other usable spaces by buildings.
- Multiple buildings on a site should be clustered around a common landscaped open space, to avoid unorganized sprawl.
- At commercial buildings, locate outdoor eating areas/café seating for employees along public streets or in courtyard settings that reinforces the public realm or adjacent open spaces.
- Designs featuring “through-lobbies,” visible from and serving both the street and rear parking areas, are encouraged.
- Orient windows and secondary entries towards open spaces.

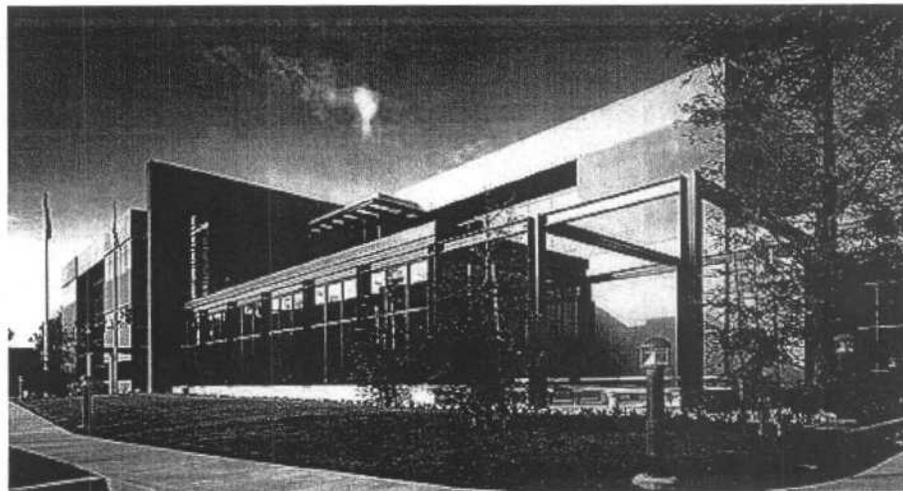


Figure 29 : Office / R+D / Light Industrial Districts - Orientation of Buildings to Street

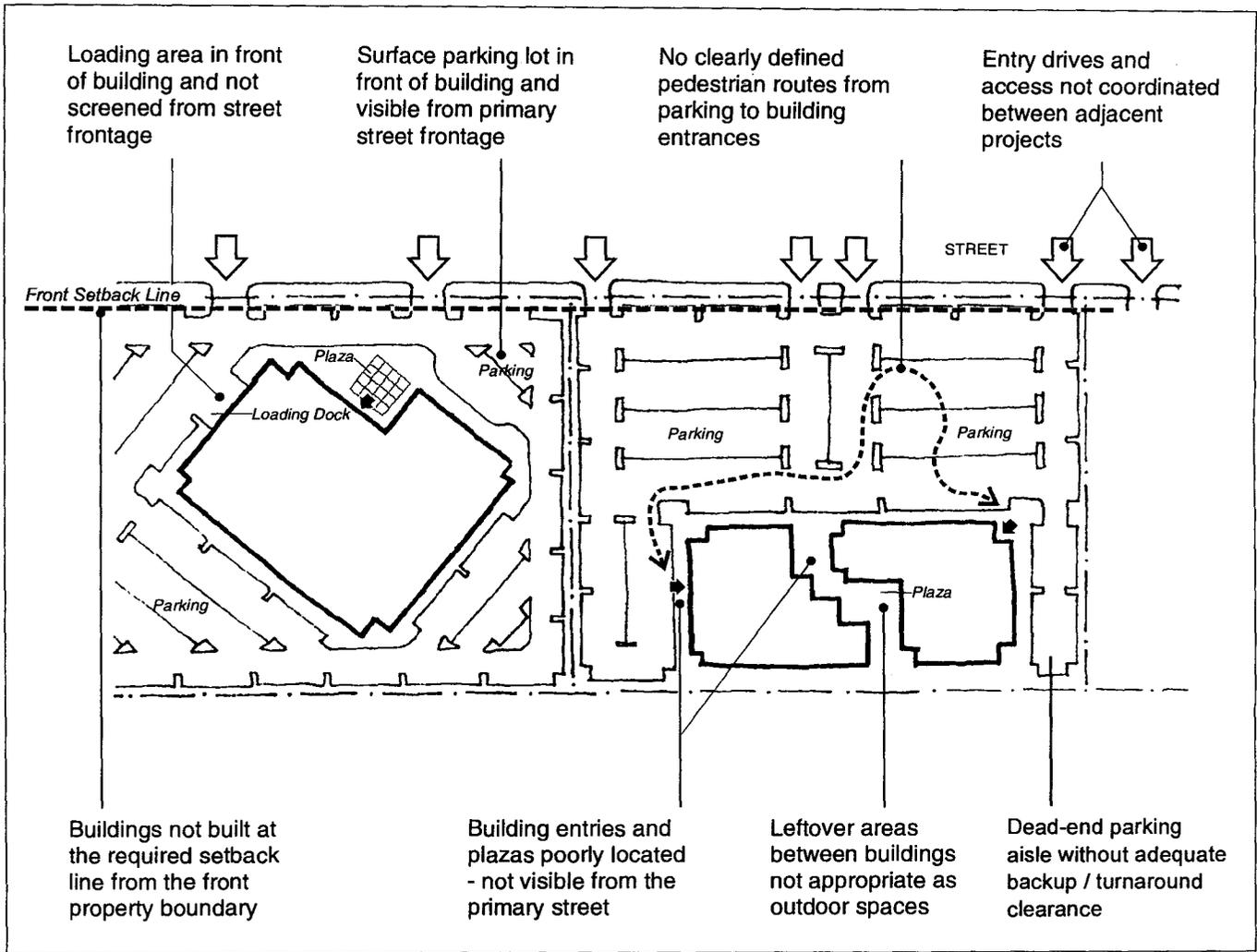
Access

Provide access to parking while maintaining pedestrian scale and walkability.

- Car and pedestrian entries to a site should be separated, and clearly defined. Pedestrian walkways should be a minimum width of 4 feet clear, and should be protected from driveways by a minimum 6-inch curb.
- Entry drives and internal driveways should be located to reinforce the public street grid. Meandering driveways and internal roads are not desirable.
- Applicants should become familiar with the access points to adjacent projects (existing and/or approved). Coordinate, where feasible, entry drives and access ways with adjacent projects in order to minimize disruption of landscaped street edges, and to minimize conflict with pedestrian use of sidewalks. (See Figure 32).
- Clearly define pedestrian routes from parking to building entrances by special walkways with appropriate landscaping; landscaped pedestrian crossing of parking aisles should be minimized. (See Figures 31 and 32).
- Provide direct access from side streets to building entryways where feasible.
- In order to promote walkability, mid-block pedestrian connections and linkages connecting street to street, and to community open spaces, should be provided. (See Figure 30)

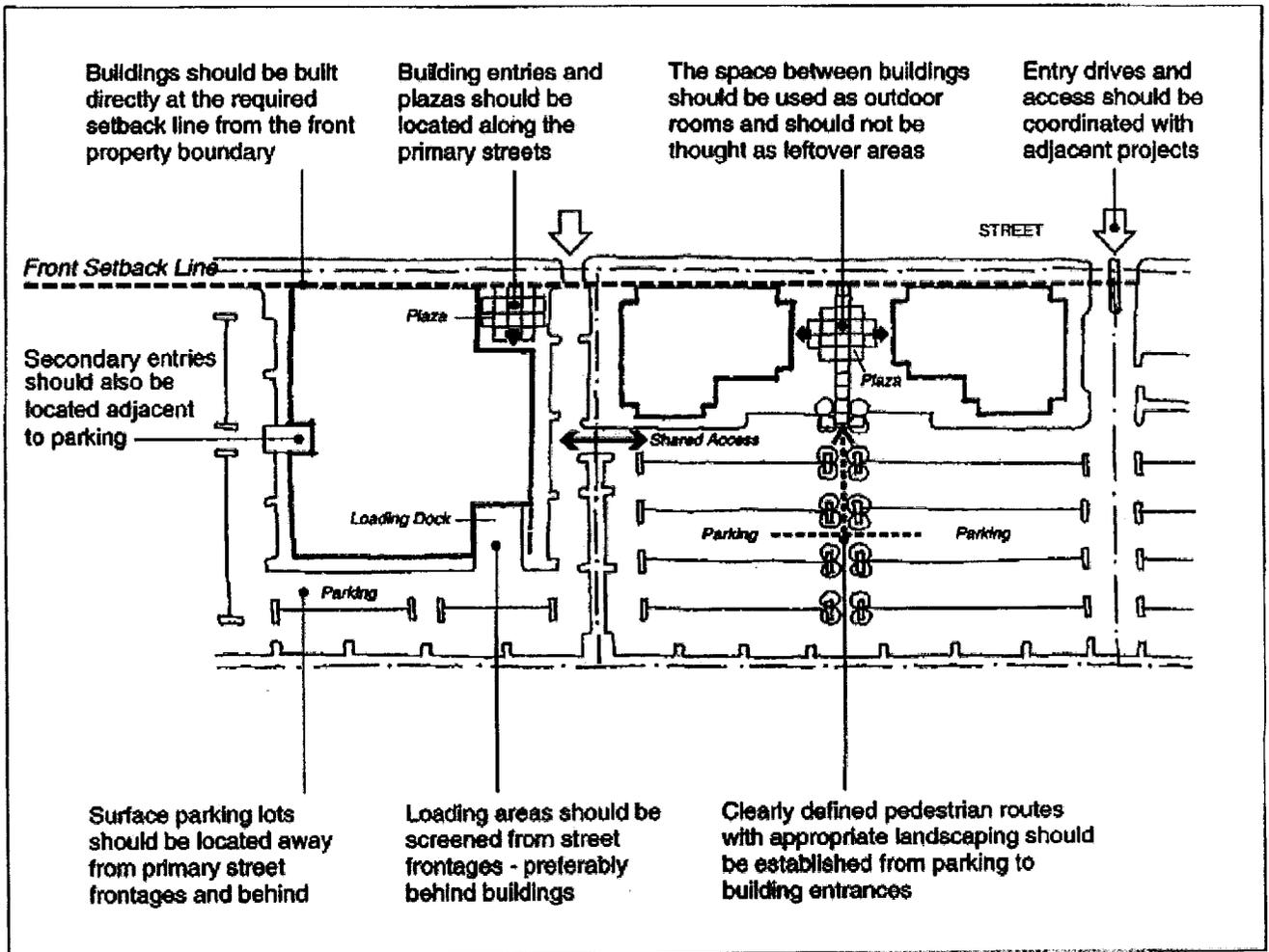


Figure 30 : Office / R+D / Light Industrial Districts - Pedestrian Linkages



UNACCEPTABLE

Figure 31 : Office / R+D / Light Industrial Districts - Access, Orientation and Site Planning (Undesirable Conditions)



ACCEPTABLE

Figure 32 : Office / R+D / Light Industrial Districts - Access, Orientation and Site Planning (Desirable Conditions)

Parking / Service Areas

Parking and service areas should be designed as integral parts of building they serve, and should be located to minimize visual impacts from the public rights-of-way.

- Parking lots should not be the dominant visual element of the site. Parking should be broken down in smaller multiple lots separated by landscaping and buildings.
- Relegate parking to the rear and side of buildings. (See Figures 31 and 32).
- Parking aisles or spaces should not directly abut a building; provide a four (4) foot wide minimum pedestrian walkway or landscaped area, except at areas predominantly used for loading
- Single-bay parking aisles should be terminated by ample backup or turnaround space.
- Screen parking lots and garages from major streets by proper site planning, and secondarily through the use of landscape screening. (See Figure 33).
- Shield parking lighting so as not to spill over into other adjacent uses.
- Design parking lighting to preclude direct glare of lights onto adjoining properties or streets. (See Figure 33).
- Do not locate loading facilities at the front of buildings. Such facilities are more appropriate at the rear of the site. (See Figures 31 and 32).
- Loading docks should not be visible from public streets. Screening should be complete and should be integrated with the design of the building. (See Figure 34).
- Screen loading docks with a combination of solid masonry walls and landscaping. (See Figure 34).
- Do not place above-ground utility elements inside the front setback. If such arrangement is demonstrated to be unavoidable (see Standards), they should be screened by walls and landscaping. Access to such utilities should be integrated as part of the screening strategy.
- Shared parking is encouraged per LBMC Chapter 21.41 (Off-Street Parking) and Chapter 21.64 (Transportation Demand).

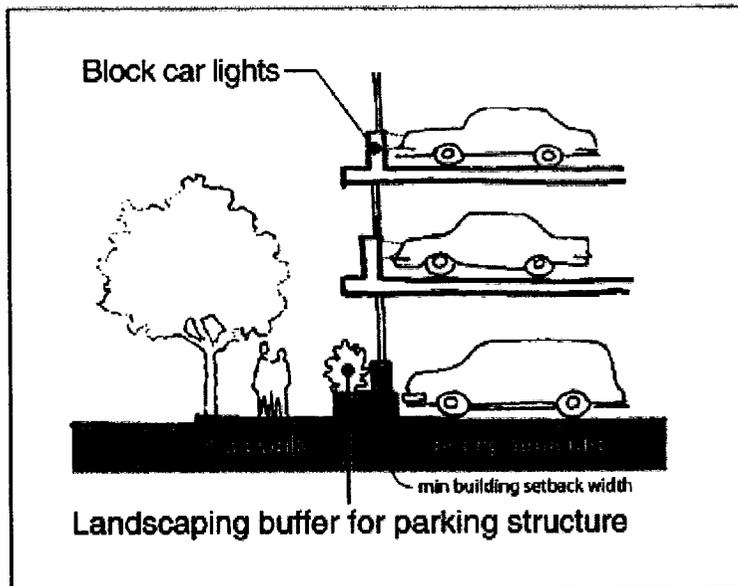
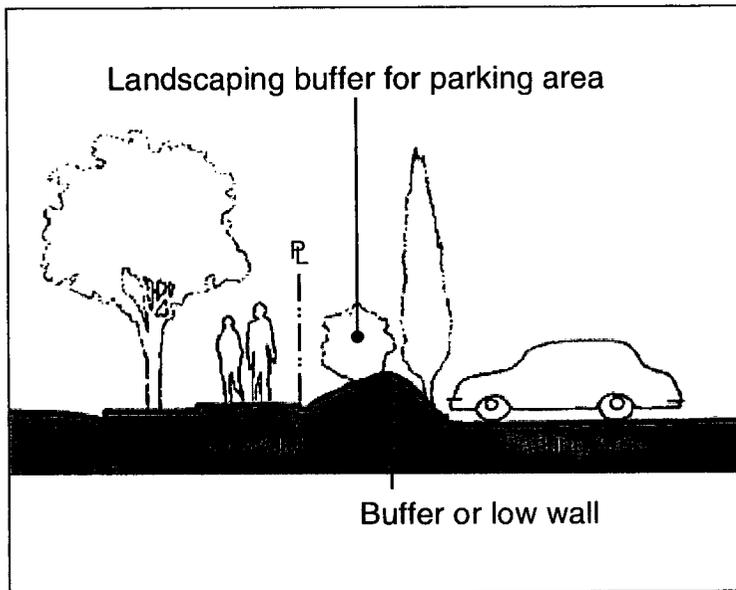


Figure 33 : Office / R+D / Light Industrial Districts - Screening Parking from Public View

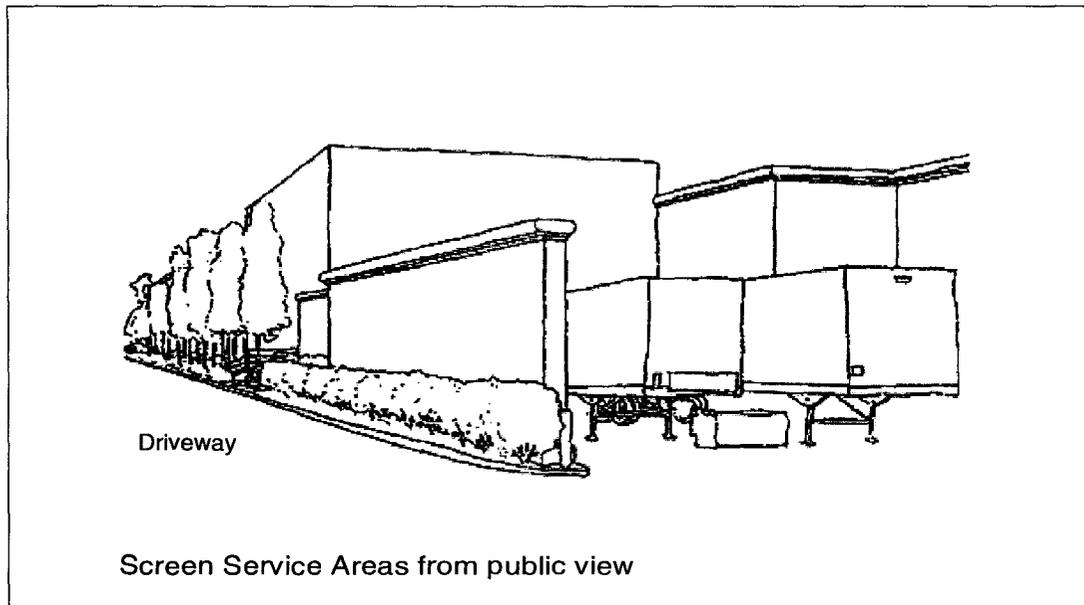
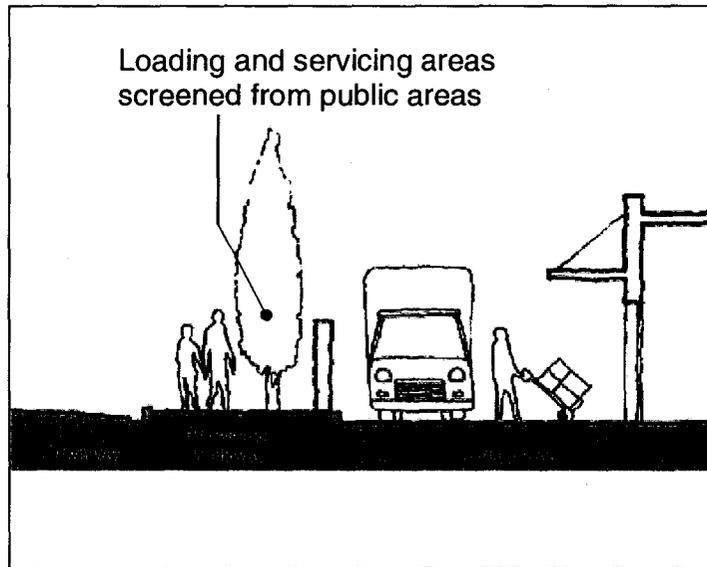
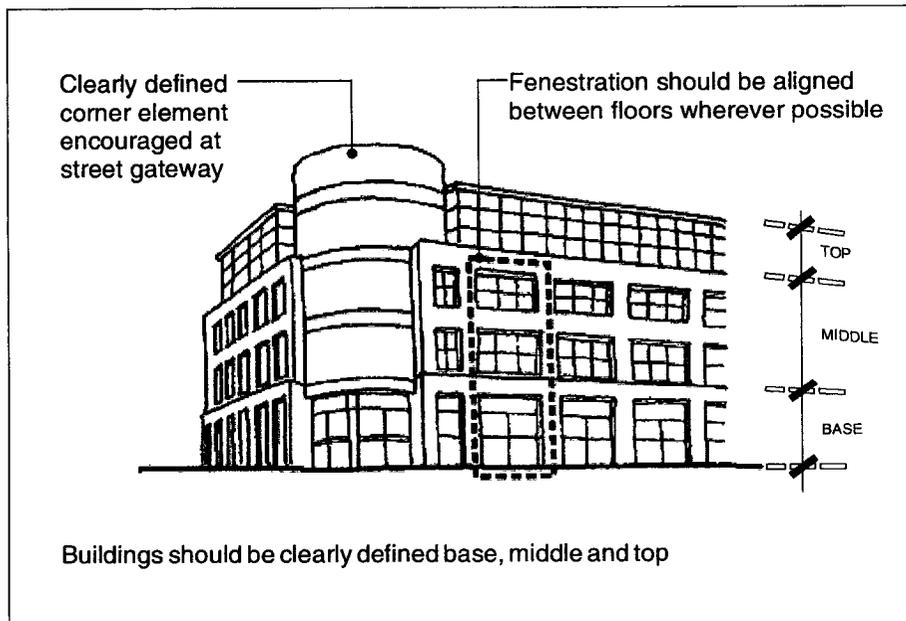


Figure 34 : Office / R+D / Light Industrial Districts - Screening Service Areas from Public View

Architectural Design

While there is no specific architectural style promoted by these guidelines, a commitment to lasting and durable buildings is a primary intent. The history of the place as an aircraft manufacturing site should also be used as a source of inspiration in terms of a modern architectural vocabulary.

- Projects should use a unifying vocabulary of forms and architectural elements that reflect a contemporary style.
- Projects should provide human scale architectural features such as arcades, texture, and upgraded materials in areas of pedestrian activity.
- Facades wider than sixty feet (60') should be designed with a modular expression breaking the facade to a width of thirty feet (30') or less.
- Buildings above four stories should have an expressed base, middle and top as part of the architectural composition, as a way to reduce the apparent height and promote pedestrian scale. (See Figure 35).
- With the exception of warehouse buildings located behind articulated, street-facing buildings, unbroken volumes are not desirable.
- Articulate building forms by varying roof heights and wall planes in a way that is integral to interior volumes and structure. Additional height in certain areas for architectural features, such as corner and entrance elements, is encouraged.



Visual interest should consist of articulation of facades, changes in plane, setbacks, and use of materials.

Figure 35 : Office / R+D / Light Industrial Districts - Building Massing

- Screen rooftop mechanical equipment with building elements designed as an integral part of the architecture. Avoid materials and design features that contrast with the rest of the building. (See Figure 36).
- Screen all mechanical equipment for the building with architectural screening elements at least as high as the tallest equipment being screened.
- Building entrances should be clearly defined and articulated. (See Figure 37).
- Visual interest should consist of articulation of facades, changes in plane, stepbacks, and use of different materials. Paint does not constitute articulation. (See Figure 37).
- Roofs should not be designed as attention-getting devices. Simple roofs are encouraged.
- Stairways, elevators and similar architectural elements should be integral to the overall architecture – not afterthoughts.
- The appearance and pattern of doors and windows are critical in the design of buildings. High quality materials, proper placement and the use of recesses should be included in the selection and design of such elements.
- Courtyards, arcades and intimate spaces as a way to break down mass are encouraged. (See Figure 38).

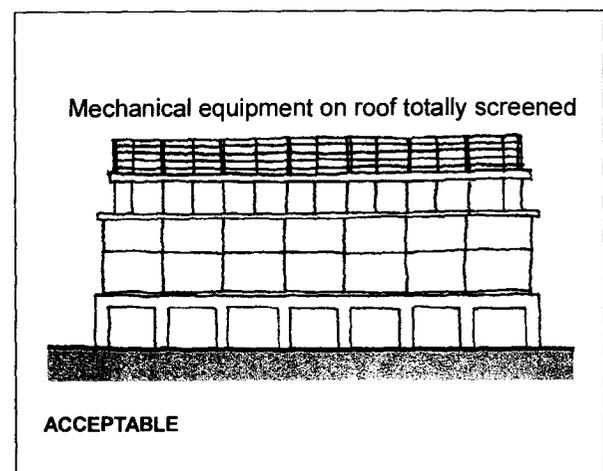
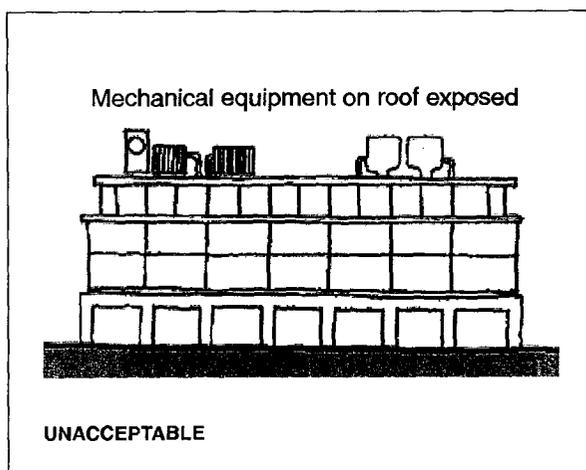
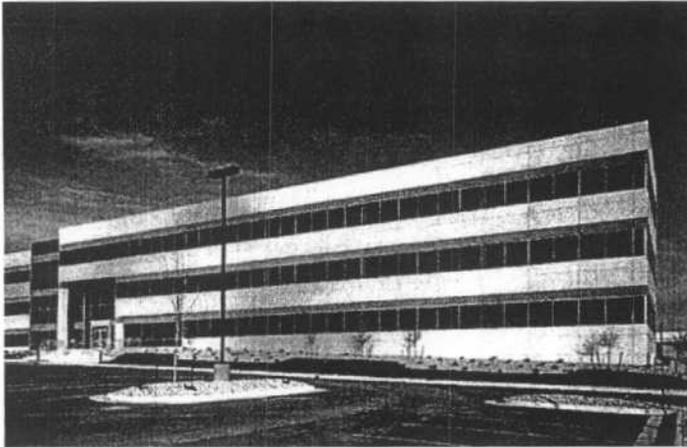


Figure 36 : Office / R+D / Light Industrial Districts - Screening Rooftop Mechanical Equipment



a : Unbroken building volumes with no articulation are discouraged



b : Building forms articulated by varying heights and wall planes with clearly defined entrances are encouraged.

Figure 37 : Office / R+D / Light Industrial Districts - Architectural Design and Facade Articulation

Materials & Color

Extreme contrasts in materials, colors, shapes and other characteristics which will draw excessive attention to buildings unwarranted by their practical functions should be avoided.

- Materials that contribute to good quality architecture are: natural stone, smooth stucco with light finish, architectural concrete with integral color, fully backed metal panels, wood, and brick. Metal and wood windows and doors should be of architectural quality.
- Simulated materials, foam cornices and applied details are discouraged.
- Building entrances should be clearly defined and articulated. (See Figure 39).
- Provide upgraded materials in areas of pedestrian activity, to promote human scale.
- Building finishes should avoid primary colors. Larger buildings should use more subtle colors, and architectural accent should rely on changes in materials rather than paint.
- Minimize use of stucco.



Courtyards, arcades and intimate spaces as a way to break down mass are encouraged

Figure 38 : Office / R+D / Light Industrial Districts - Architectural Character

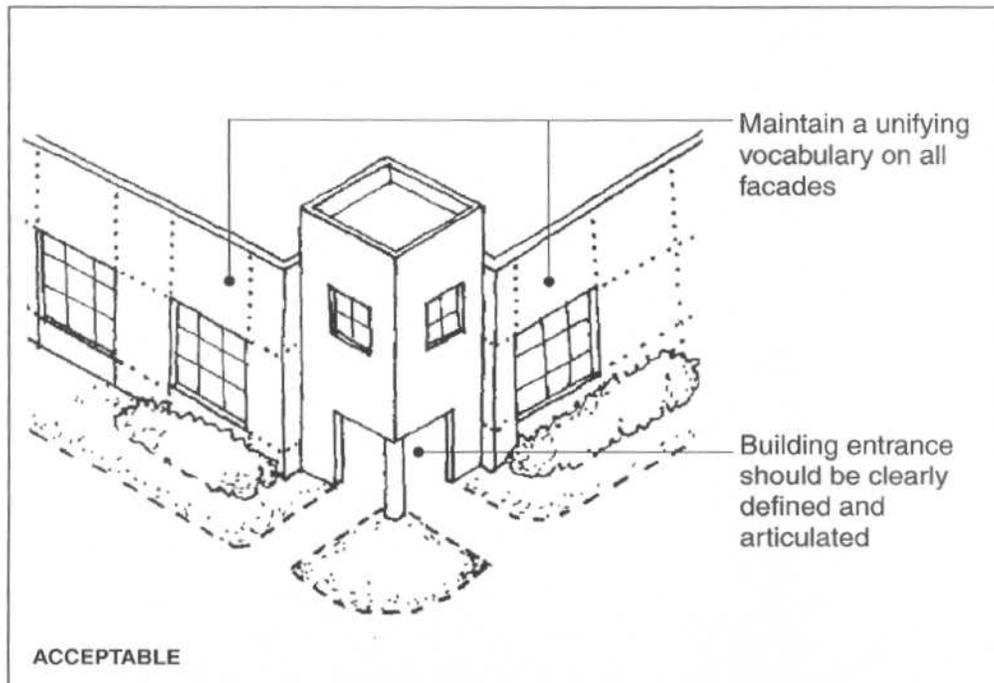
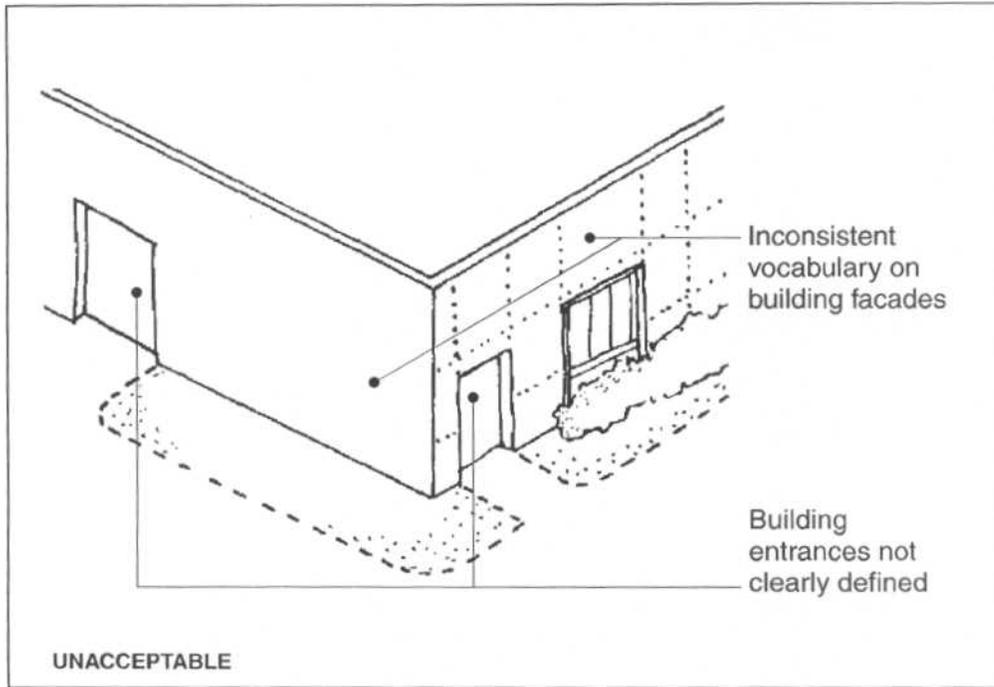


Figure 39 : Office / R+D / Light Industrial Districts - Facade Treatment and Fenestration

Landscape Guidelines

Landscape plays an important role in establishing the quality and character of Douglas Park. The intent of these guidelines is to promote a unique and cohesive landscape for all of Douglas Park while supporting the architecture and land uses associated with the office / research + development / light industrial zones.

Landscape guidelines that apply to the office / research + development / light industrial zone areas are as follows:

Walls and Fences

- Walls, fencing, retaining walls shall be constructed of material, finish, and color complimentary of the building architecture.
- Wood fencing, chain link, razor blade, and similar materials are prohibited.
- Seat walls are encouraged in usable open space areas.
- Retaining walls shall not exceed 4'-0" if visible from any off-site area.

Paving

- Paving should enhance the relationship of the building and landscape. (See Figure 40a).
- Enhanced paving, such as architectural concrete and pavers, are encouraged to promote an urban character. (See Figure 40b).
- A hierarchy of varying paving materials is encouraged.
- Finishes imitative of other materials, such as, stamped concrete are discouraged.



a : Paving should enhance the relationship of the building and landscape.



b : Enhanced paving, such as architectural concrete, is encouraged to promote an urban character.

Figure 40 : Office / R+D / Light Industrial Districts - Paving Images

Site Furnishing

- Site furnishings should compliment the character of the architecture.
- Moveable site furnishings are encouraged in usable open space areas. (See Figure 41).

Moveable site furnishings are encouraged in usable open space areas.



Figure 41 : Office / R+D / Light Industrial Districts - Site Furnishings

Irrigation

The intent of the irrigation criteria is to encourage efficient use of water resources while maintaining the character of the commercial area.

- All landscape areas are to be irrigated by a permanent automatic irrigation system, designed to prevent runoff and overspray onto adjacent hard surfaces.
- Irrigation design shall incorporate environmental considerations such as: plant material, sun, shade, soils, wind, and percolation rates.
- Moisture sensing and rain shut off devices are encouraged.
- Above ground irrigation devices such as backflow preventers and irrigation controllers are to be completely screened from off site views.
- Valve boxes should be located in planting areas, not in turf areas.
- Reclaimed water shall be used except where prohibited by code, or if not available.
- Irrigation systems should be designed considering pedestrian safety and property damage.

Planting

- Planting design shall consider the ultimate size of the plant material.
- Planting design should complement the architectural style, scale, and density of the adjacent buildings.
- Buildings are encouraged to receive continuous shrub foundation plantings except in locations where glazing is present.
- Evergreen trees shall be the predominant material and should be used to screen and soften architecture.
- Evergreen, deciduous, and flowering trees may be used as accents. Evergreen material is encouraged.
- Flowering perennial and shrubs are preferred over annual color. Annual color should be reserved for accent areas only.
- Planting which requires low amounts of supplemental water is encouraged.
- Planting design shall consider water usage and maintenance needs.
- Building perimeter tree planting shall be minimum 30% 24" box; 70% 36" box; 48" box accents. (15 gallon shall be minimum for Eucalyptus species)
- Shrubs shall be minimum 5% 15 gallon; 35% 5 gallon; and 60% 1 gallon.
- Shrub and ground cover masses are required in setback areas.
- Turf should be limited to large usable open spaces. (minimum 100 sf).
- Ensure planting does not interfere with site lighting to ensure proper light coverage.
- Refer to the Plant Palette and Sustainable Features in the Design Standards for suggested plant material. (See appendix).

Usable Open Space

- Usable open space such as courtyards and plazas are encouraged.
- Spaces should be designed to encourage social interaction.
- Landscape elements such as: fountains, public art, shade structures, seat walls are encouraged.
- Site furnishings such as: benches, bicycle racks, and table and chairs are encouraged.
- Enhanced paving is encouraged to promote a quality space.
- Usable lawn areas are encouraged.
- On site outdoor private open space for employee use is encouraged.

Maintenance

The intent of the maintenance guidelines are to encourage a safe, clean, and healthy condition at all times.

- Trees should be maintained to allow for proper light distribution of adjacent light standards.
- Maintenance such as weeding, fertilization, mowing, pruning, light fixture maintenance, irrigation system maintenance, and trash removal shall occur on a regular schedule.
- Dead or poorly performing plant material is to be replaced once it is discovered.
- Graffiti shall be painted out within in 24 hours. See Division V.
- Pruning shall insure that all signage remains visible.

Screening

Screening of visually undesirable objects is required. Methods of screening may include masonry walls, overhead trellis, landscape planting of evergreen material, and green screen planted with vines. (See Figure 42). Screening devices should be integrated into building and site design, and not addressed as afterthoughts. Careful design consideration should be given to prevent hidden areas from encouraging criminal activity; lighting should be installed in these areas. The following items must be screened from off-site views, taking into consideration required access by Fire Department, utility companies and service providers:

- Mechanical equipment, such as air conditioners.
- Equipment, such as backflow preventers and controllers.
- Utilities, such as transformers and meters.
- Trash containers.

Views of parking areas and parking garages from the public right-of-way should be buffered and softened using landscape planting of evergreen (trees, hedges, shrubs, ground cover).

The plant palette utilized for screening shall be selected from the following: Trees within the minimum landscape setback zone should be the same as the framework street tree within the parkway as defined by the Master Street Tree Plan (PD-32: North Development Standards). For screening within the setback zone, (i.e. parking



**Shrub hedges and tree massings
screen parking areas and parking
garages.**



**Shrub hedges and tree massings
screen parking areas and parking
garages.**

Figure 42 : Office / R+D / Light Industrial Districts - Screening Parking Areas

structures, blank walls or other undesirable elements), the trees under the “setback/screening” section of the Master Street Tree Plan shall be utilized. Screening of parking areas is most effectively executed through the use of berming and/or shrubs.

Shrubs appropriate for parking lot screening may include:

- *Arctostaphylos* ‘Howard McMinn’
- *Carissa* spp. (> 3’ height)
- *Ilex* spp. (> 3’ height)
- *Ligustrum japonicum*
- Ornamental Grasses (> 3’ height)
- *Pittosporum* ‘Variegata’
- *Rhaphiolepis* (> 3’ variety)
- *Rosmarinus officinalis* (> 3’ variety)
- *Strelitzia reginae*

Larger screening shrubs (i.e., parking structures, trash enclosures, utility enclosures, masonry walls, etc.), may include taller varieties of previous palette to left plus:

- *Escallonia fradesii*
- *Heteromeles arbutifolia*
- *Plumbago auriculata*
- *Rhus integrifolia*
- *Westringia fruticosa*
- *Xylosma congestum* ‘Compacta’

Signage

The intent is to promote a high quality commercial character through sign design, methods of illumination, and materials. Signage shall be used in context of adjacent architecture. Refer to current master sign program for commercial use contained as part of the Property Owners Associations covenants, conditions, and restrictions. (See also standards, Division III.)

Exterior Lighting

The intent of the lighting criteria is to provide safety while enhancing the night-time character of Douglas Park.

- Lighting shall be provided at all building entrances.
- Glare is not permitted to shine off-site; all fixtures shall be shielded.
- Architectural detail and landscape accent lighting is encouraged to create project identity. (See Figure 43).
- Exposed fixtures should be selected to relate to the associated building's architectural character.
- All fixtures shall be shielded or zero cut-off.
- Lighting design shall consider pedestrian and vehicular use.
- Human-scale fixtures are encouraged in pedestrian areas.
- Pedestrian connections from parking areas to building entrances shall be lit to provide orientation and safety.
- All fixtures shall be automatically controlled.
- Service area lighting shall only be visible within in the service area.
- Building addresses shall be lit.



Architectural detail and landscape accent lighting is encouraged to create project identity.

Figure 43 : Office / R+D / Light Industrial Districts - Exterior Lighting

Additional Business Campus Guidelines (Office / R+D / Light Industrial)

The following guidelines seek to achieve a well-planned and high quality environment, and to ensure compatibility between commercial / industrial development and the proposed community character.

- Each project should be designed to carefully fit into its surroundings to contribute, rather than dominate the character of the area.
- Auxiliary structures associated with industrial buildings such as utility and storage buildings, should be compatible and integrated into the overall design.
- If walls are not required for specific screening and/or security purposes, they should be avoided. Walls should be kept as low as possible while performing their function.
- Walls should be designed so they are compatible, and an extension of the buildings associated with the project. Avoid the “compound” look.
- Long expanses of walls and fences should be articulated to prevent monotony. The maximum length of an un-articulated wall should be 30 feet, and the minimum articulation in plan should be 6 inches in depth and 2 feet in width.
- Architectural elements that are strongly discouraged include: traditional historic references; large blank or flat surfaces; exposed concrete block walls; exposed roof downspouts; box-like structures with insufficient articulation.
- Combination of materials is encouraged to achieve visual interest. Avoid monolithic and monochromatic structures.
- Warehouse and light industrial buildings should avoid blank walls facing public streets; locate administrative offices, breakrooms and uses that require windows, entries and human activity toward the street.
- Roofs are a critical element in the design of industrial buildings. Rooflines should include variations to avoid long continuous planes.
- Brightly colored roof surfaces, including exposed galvanized metal and illuminated roofing materials, are discouraged.
- Metal buildings are appropriate only when they are designed to have an exterior appearance that conveys the same high quality of conventional structures. Stock “off-the-shelf” metal buildings are strongly discouraged.
- Light, neutral colors should be used in light industrial buildings to help reduce their perceived size. Changes in materials for trim pieces are encouraged for visual interest. Paint should not be used as a method of achieving visual interest.



a : Buildings should have a clearly defined main entrance



b : Locate uses that require windows and entries towards the street

Figure 44 : Business Campus - Architectural Character

Additional “Retail Expansion Zone” Guidelines

The following guidelines apply to projects with retail uses developed in the “retail expansion zone” along the west side of Worsham Avenue and between Huggins Street and Cover Street of Subarea 1, where the intention is to extend the ground-floor, pedestrian-oriented environment required in the Mixed-Use district in Sub Area 1 (see Guidelines - Division III, and Figure 45).

- Retail uses set back from the street behind parking and/or landscape planting are not allowed.
- Retail uses should be on the ground floor, with primary entrances and storefront openings facing Worsham Avenue.
- Retail entries from office building lobbies are encouraged, but do not replace the necessity for retail entries from the street.
- A prominent, corner-oriented architectural feature is strongly encouraged for the building at the southwest corner of McGowen Street and Worsham Avenue.
- Pedestrian-oriented street furniture and other amenities are encouraged along the west side of Worsham Avenue.

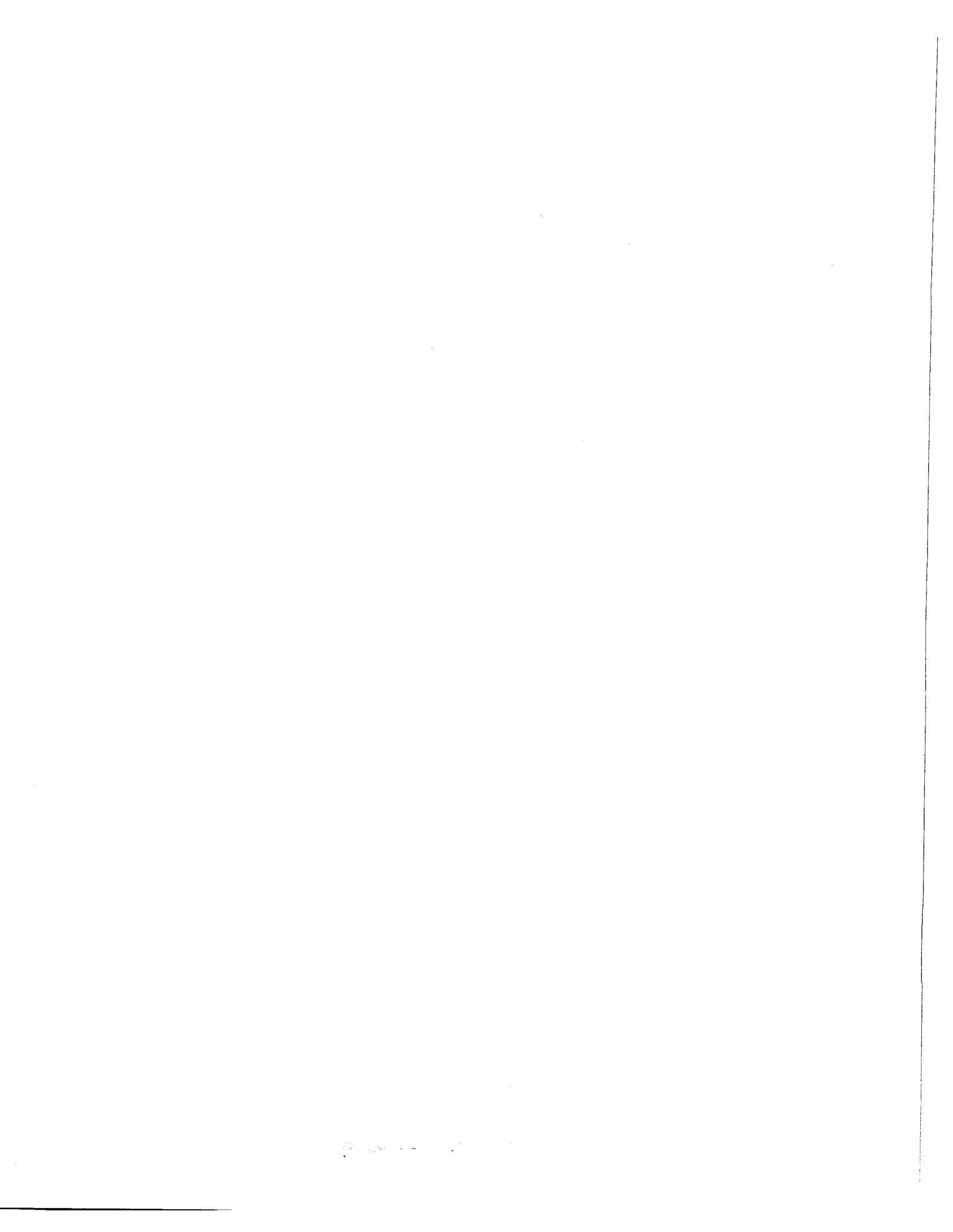


Figure 45 : Retail Expansion Zone - Street Orientation and Pedestrian Scale



Guidelines - Division V
Crime Prevention
Through Environmental Design

SEPTEMBER, 2009



Crime Prevention Through Environmental Design

The Long Beach Police Department has made the following recommendations for public safety and crime prevention:

Exterior Lighting

- All pedestrian pathways shall include human scale lighting with a minimum maintained 1.25 foot-candle.
- Wall pack lighting shall be placed on each side of the buildings and above exterior doors.
- Light alcoves to discourage loitering and sleeping in the area.
- Lighting should clearly illuminate the building addresses.
- Foot-candles shall be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum.
- Landscaping shall not be planted so as to obscure required light levels.
- Metal halide or other similar bulbs, which emit a "white light", should be used. Avoid yellow sodium lighting.
- All light fixtures should be the type with proper cut-offs to avoid glare and night sky glow.
- All light fixtures should be vandal resistant.
- Install lights on building exterior walls.
- Activation of the required exterior lighting shall be either by a photocell device or a time clock with an astronomic clock feature.
- A photometric report and electrical plan should identify all lighting requirements.

Other Lighting

- All parking, driving, and walking surfaces, except stairways, shall be illuminated at all times with a minimum maintained 1.25 foot-candle of light.
- All common area exterior doors shall be illuminated, during the hours of darkness, with a minimum maintained one foot-candle of light, measured within a five-foot radius of each side of the door at ground level.

- Recessed areas of buildings or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, shall be illuminated with a minimum maintained 0.25 foot-candles of light at ground level.
- All luminaries utilized to meet the requirements of this section shall have vandal resistant light fixtures, if on the exterior, with no portion of the fixture placed less than 72 inches above the walking or driving surface.
- A site plan shall be provided showing buildings' parking area, walkways, detailed landscaping and a point-by-point photometric calculation of the required light levels. Foot-candles shall be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum.
- Landscaping shall not be planted so as to obscure required light levels.
- A photocell device or a timeclock shall control the light source.
- Lighting elements should be included with all colonnades, arbors, canopies and trellis structures to ensure pedestrian pathways are properly lit.

Other Business Considerations

- Entry areas should be gated with keypad or voice activated secured entry pads.
- Businesses should be clearly marked and directional maps should be placed at all access points, stairwells, and elevator lobby areas (if applicable).
- Mailboxes should be located within a secure area (include appropriate lighting). An additional locking box for all outgoing mail should be installed to help prevent mail and identity theft.
- Each business should be individually equipped with an audible burglar alarm system with window and door contacts for added security.
- The doors to common-area rooms and trash rooms shall have a minimum 600 square-inch clear vision panel, in the upper half of the door, automatic, hydraulic door closures and self-locking door locks equipped with a dead-locking latch, allowing exiting by a single motion and operable from the inside without the use of a key or any special knowledge or effort.
- Lobby should have a security kiosk/reception desk for access control.
- Display should not block visibility into and out of the stores.

Addressing General

- Street address shall be clearly posted on the street sides of the main buildings and clearly visible from the street with the address and street name.
- Address shall be painted on rooftop (in 4' strokes) for emergency helicopter response. Rooftop addresses must be visible only to aircraft and not from ground level.
- All address signs shall be well lit and remain free from any obstructions, such as overhangs, awnings and/or landscaping.
- Individual unit numbers shall be placed near but not on the main entry doors. Each unit should have its address/number clearly marked and illuminated in clear view. The numbers should be of a contrasting color to the background where it will be placed.
- Pedestrian pathways and side yards should be viewable by as many windows of surrounding structures as possible to increase visibility.
- Coordination of pedestrian pathways between adjacent blocks is encourage. Coordinating adjacent blocks create clear paths of vision and sight lines through common areas.
- Canopies, awnings and overhangs should have lighting elements underneath and care should be taken to ensure the canopy does not block the address from view of the street.
- Screened utilities should be designed so that they do not become hiding places or weather shelters for criminal behavior.

Landscape General

- Ensure landscaping does not block lighting fixtures or visibility to and from windows and doors.
- Care should be taken in the selection and placement of landscape to prevent the creation of hiding places near entries and exits.
- See Development Standards Division IV and V for additional information.

Video Surveillance System Guidelines

A video surveillance system should be installed to assist with monitoring the property. However, it must be understood that a video surveillance system should not take the place of good security practices. Most outdoor surveillance systems are useful in assisting with the remote monitoring of an area, but less effective in helping with the identification of suspects. This is due to the greater distance

involved and lack of adequate light available after dark. Therefore, the cameras should be positioned to monitor more narrow and controlled areas such as indoor applications and doorways.

The purpose of the following guidelines are to increase the likelihood that images captured will assist in the apprehension of suspects. The following guidelines are not all-inclusive, and a licensed video surveillance expert should be consulted to assist in designing and installing the system.

Camera Locations

- All main commercial/office space entries and exits
- Parking lots, garages and loading docks
- Elevator lobbies

Camera Specifications

- Record in color with output of at least 480 lines resolution.
- Automatic exposure for day/night conditions.
- Positioned where they are vandal and tamper resistant.
- Use vandal resistant housings where necessary.

Video Recording Equipment Specifications

- A Digital Video Recorder (DVR) should be used.
- Capable of exporting images in TIFF, BMP or JPG format.
- DVR capable of exporting video to uncompressed non-proprietary AVI file, maintaining original aspect ratios.
- Recordings should be retained for no less than 10 days.
- Use the least amount of compression possible to maintain high-resolution image quality. A lower quality image to save storage space is highly discouraged, as the low quality images will be useless to law enforcement.
- The DVR units must be stored in a secure place.

Parking Garages/Parking Lots

- Garage walls and ceiling should be painted white to maximize light.
- The design of parking garages should be such that there are minimum solid interior walls to maximize visibility, as allowable by code.

- Secure access with CCTV or roving security to protect against stolen vehicles and vandalism.
- Trash containers should be properly secured. Lighting should also be located above the enclosure for safety.
- A minimum maintained 2 foot-candle of light is recommended for open parking lots.
- Enclosed parking garages should be lit to a minimum of 3 foot-candle.
- Foot-candles shall be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum.
- A photometric report shall be submitted to the Police Department Support Bureau for approval.
- Bicycle storage units or racks shall be located in high visibility areas.
- Emergency “call boxes” shall be placed in a prominent area on each level of the parking structure.
- Access to parking garages should be controlled by automatic tubular steel gates and not solid steel.
- Rear parking lots should include extra lighting and windows facing the lots.

Stairways and Stairwells

- Interior doors should have glazing panels a minimum of five inches wide and 20 inches in height and meet requirements of the Uniform Building Code.
- Areas beneath stairways at or below ground level shall be fully enclosed or access to them restricted.
- Stairways should be designed to be completely visible from either the interior or exterior or both, unless mandated by the Uniform Building Code to be enclosed.
- Stairwells shall exit into a highly visible area for enhanced safety and security.
- Fully enclosed interior or exterior stairways with solid walls, when required, should have shatter resistant mirrors or other equally reflective material at each level and landing and be designed or placed in such a manner as to provide visibility around corners.
- Stairways shall be illuminated at all times with a minimum maintained 2 foot-candle of light on all landings and stair treads.

Elevator Cabs and Lobbies

- Elevators, which serve more than two floors, above ground level, with at least one shaft wall exposed to the exterior or interior, should have clear glazing installed in one wall to provide visibility into the elevator cab.
- Elevator cabs, the interiors of which are not completely visible when the door is open from a point centered on and 36 inches away from the door, should have shatter resistant mirrors or other equally reflective material so placed as to make visible the entire elevator cab from this point. The elevator cab shall be illuminated at all times with a minimum maintained two foot-candles of light at floor level.
- Elevator emergency stop buttons shall be so installed and connected as to activate the elevator alarm when utilized.
- Elevator lobbies shall be placed in a high-traffic area for enhanced visibility.

Building Design

- Eliminate the entry “landings” as they will be a place where unauthorized people will loiter. Another option would be to create small courtyards with access controlled by low gates.
- Property access control should be built in using decorative tubular steel fencing.
- Screening devices should be designed so the screened area does not provide niche or weather shelter.
- Caution should be used when designing separate trash enclosures, utility areas, loading docks and other required “screened” areas so that niches, hiding spots and weather shelters are not created.
- Loading facilities should be secured after hours and well-lit if hidden from view.
- No exterior roof access allowed.

Fencing General

- All fencing and gates shall be decorative wrought iron or tubular steel style to maintain visibility while controlling access.
- The design of fence should be such that no vertical bars extend above the top most horizontal bar.
- Chain link fence, razor blade, and similar materials are prohibited.

Graffiti Deterrents

Due to the location and design, there is a risk that the buildings may be vandalized by graffiti. It is important to design in deterrents to minimize this risk. The following are some suggestions to be considered to help prevent graffiti:

- Plant a landscape buffer with low growing shrubs and trees with lacey foliage along the street frontage to partially screen the walls.
- Utilize graffiti resistant paint on the outside building surfaces which are not covered by brick or stone veneer.
- Graffiti should be painted out within 24 hours. Paint color should match existing color. All graffiti occurrences should be reported to the Police Department to determine what additional deterrence may be available. Request crime prevention survey to determine if the environmental conditions may be contributing to the graffiti.

Guidelines - Division VI
Plant Palette Appendix

Plant Palette

		California	Water Use Class *
		Native	M - Medium
		<u>Yes/No</u>	L - Low
			<u>VL - Very Low</u>
<u>TREES</u>			
Acacia baileyana	Bailey Acacia	No	L
Acacia melanoxydon	Blackwood Acacia	No	L
Acacia stenophylla	Shoestring Acacia	No	L
Agonis flexulosa	Peppermint Tree	No	L
Albizia julibrissin	Silk Tree	No	M
Araucaria heterophylla	Norfolk Island Pine	No	M
Arbutus unedo	Strawberry tree	No	L
Bauhinia blakeana	Hong Kong Orchid Tree	No	M
Brahea armata	Mexican Blue Palm	No	L
Butia capitata	Pindo Palm	No	L
Calocedrus decurrens	Incense Cedar	Yes	M
Cassia leptophylla	Gold Medallion Tree	No	M
Cedrus deodara	Deodar Cedar	No	L
Cercidium floridum	Blue Palo Verde	Yes	VL
Cercis occidentalis	Western Redbud	Yes	L
Chamaerops humilis	Mediterranean Fan Palm	No	M
Chionanthus restusus	Chinese Fringe Tree	No	M
Chorisia speciosa	Floss Silk Tree	No	L
Cinnamomum camphora	Camphor Tree	No	M
Citrus spp	Citrus	No	M
Cupressus sempervirens	Italian Cypress	No	L
Eriobotrya spp.	Loquat	No	M
Eriobotrya 'coppertone'	Coppertone Loquat	No	M
Erythrina spp.	Coral Tree	No	L
Eucalyptus citriodora	Lemon Scented Gum	No	L
Eucalyptus cladocalyx	Sugar Gum	No	L
Eucalyptus ficifolia	Red Flowering Gum	No	M
Eucalyptus leucoxydon	White Ironbark	No	L
Eucalyptus maculata	Spotted Gum	No	M
Eucalyptus nicholii	Willow-Leafed Peppermint	No	M
Eucalyptus torquata	Coral Gum	No	L
Feijoa sellowiana	Pineapple Guava	No	L
Ficus macrophylla	Moreton Bay Fig	No	M
Ficus microcarpa nitida	Indian Laurel Fig	No	M
Ficus rubiginosa	Rusty Leaved Fig	No	M
Ginkgo biloba	Maidenhair Tree	No	M
Jacaranda mimosifolia	Jacaranda	No	M
Koelreuteria bipinnata	Chinese Flame Tree	No	M

		Water Use Class *	
		California	M - Medium
		Native	L - Low
		<u>Yes/No</u>	<u>VL - Very Low</u>
Lagerstroemia indica	Crape Myrtle	No	M
Laurus nobilis 'saratoga'	Sweet Bay	No	L
Leptospermum laevigatum	Australian Tea Tree	No	L
Liriodendron tulipifera	Tulip Tree	No	M
Magnolia grandiflora and cultivars	Southern Magnolia	No	M
Melaleuca armillaris	Drooping Melaleuca	No	L
Melaleuca linariifolia	Flaxleaf Paperbark	No	L
Melaleuca quinquenervia	Cajeput Tree	No	M
Metrosideros excelsus	New Zealand Christmas Tree	No	M
Pinus eldarica	Afghan Pine	No	L
Pinus halepensis	Aleppo Pine	No	L
Pinus pinea	Italian Stone Pine	No	L
Pinus torreyana	Torrey Pine	Yes	L
Pistacia chinensis	Chinese pistache	No	M
Pittosporum undulatum	Victorian Box	No	M
Pittosporum viridiflorum	Cape Pittosporum	No	M
Platanus acerifolia 'Columbia'	Columbia London Plane Tree	No	M
Platanus racemosa	California Sycamore	Yes	M
Podocarpus gracilior	Fern Pine	No	M
Prosopis chilensis	Chilean Mesquite	No	L
Prosopis glandulosa	Honey Mesquite	Yes	L
Prunus caroliniana	Carolina Laurel Cherry	No	M
Prunus ilicifolia ssp. ilicifolia	Hollyleaf Cherry	Yes	VL
Prunus ilicifolia ssp. lyonii	Catalina Cherry	Yes	L
Quercus agrifolia	Coast Live Oak	Yes	L
Quercus engelmannii	Engelmann Oak	Yes	L
Quercus ilex	Holly Oak	No	L
Quercus kelloggii	California Black Oak	Yes	M
Quercus suber	Cork Oak	No	L
Quercus virginiana	Southern Live Oak	No	M
Rhus lancea	African sumac	No	L
Schinus molle	California Pepper	No	VL
Tipuana tipu	Tipu Tree	No	M
Tristania conferta	Brisbane Box	No	M
Tristania laurina	Water Gum	No	M
Ulmus parviflora	Chinese Elm	No	M

		California	Water Use Class *
		Native	M - Medium
		Yes/No	L - Low
			<u>YL - Very Low</u>
<u>SHRUBS/GROUNDCOVER</u>			
Acacia redolens 'Desert Carpet'	Prostrate Acacia	No	L
Agapanthus spp.	Lily of the Nile	No	M
Agave spp.	Agave	No	L
Aloe spp.	Aloe	No	L
Anigozanthus spp.	Kangaroo Paw	No	L
Arctostaphylos 'Howard Mc Minn'	Howard Mc Minn Manzanita	Yes	L
Arctostaphylos 'Sunset'	Sunset Manzanita	Yes	L
Arctostaphylos 'John Dourley'	John Dourley Manzanita	Yes	L
Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita	Yes	L
Bougainvillea spp.	Bougainvillea	No	L
Buxus japonica	Japanese Boxwood	No	M
Carissa spp.	Natal Plum	No	M
Ceanothus spp.	California Lilac	Yes	VL
Cistus spp.	Rockrose	No	L
Cotoneaster species	Cotoneaster	No	L
Crassula spp.	various	No	L
Dietes bicolor	Fortnight Lily	No	M
Dracena draco	Dragon Tree	No	VL
Echeveria spp.	various	No	L
Eleocharis spp.	Spikerush	Yes	H
Escallonia fradesii	NCN	No	M
Festuca spp.	Fescue	No	M
Grevillea spp.	Grevillea	No	L
Hemerocallis species	Daylily	No	M
Hesperaloe parviflora	Red Yucca	No	VL
Heteromeles arbutifolia	Toyon	Yes	L
Ilex spp.	Holly	No	M
Ilex vomitoria	Yaupon Holly	No	L
Juncus spp.	Rush	Yes	L
Juniperus spp.	Juniper	No	L
Justicia brandegeana	Shrimp Plant	No	M
Kniphofia uvaria	Red Hot Poker	No	L
Lantana spp.	Lantana	No	L
Lavandula spp.	Lavender	No	L
Lavatera spp.	Mallow	No	M

		California	Water Use Class *
		Native	M - Medium
		<u>Yes/No</u>	<u>L - Low</u>
			<u>VL - Very Low</u>
Leonotus leonurus	Lion's Tail	No	L
Ligustrum spp.	Privet	No	M
Liriope muscari	Big Blue Lily Turf	No	M
Lomandra longifolia 'breeze'	NCN	No	M
Melaleuca nesophila	Pink Melaleuca	No	L
Miscanthus transmorrisonensis	Evergreen Miscanthus	No	M
Muhlenbergia spp. - Cultivars	Deergrass	Yes	L
Myrtus communis 'Compacta'	Myrtle	No	L
Nandina spp.	Heavenly Bamboo	No	L
Ornamental grasses	(Non-Invasive Varieties Only)	No	L - M
Osmanthus fragrens	Sweet Olive	No	M
Pennisetum	(Non-Invasive Cultivars)	No	L - M
Phormium tenax spp.	New Zealand flax	No	L
Pittosporum spp.	Pittosporum	No	M
Plumbago auriculata	Cape plumbago	No	M
Prunus lyonii	Catalina Cherry	Yes	L
Punica granatum 'nana'	Dwarf Pomegranate	No	M
Pyracantha species	Firethorn	No	L
Raphiolepis spp.	Indian Hawthorn	No	M
Rhamnus spp.	Coffeeberry	Yes	VL
Rhus integrifolia	Lemonade Berry	Yes	VL
Rosa spp.	Rose	No	L - M
Rosmarinus spp.	Rosemary	No	L
Salvia spp.	Sage	Yes	L
Senecio spp.	various	No	L
Strelizia spp.	Bird of Paradise	No	M
Thevetia peruviana	Yellow Oleander	No	M
Trachelospermum asiaticum	Asiatic Jasmine	No	M
Trachelospermum jasminoides	Star Jasmine	No	M
Westringia fruticosa	Coast Rosemary	No	L
Xylosma congestum 'Compacta'	Dwarf Xylosma	No	M

		California	Water Use Class *
		Native	M - Medium
		Yes/No	L - Low
			<u>VL - Very Low</u>
<u>VINES</u>			
Camellia sasanqua	Camellia	No	M
Citrus spp.	Citrus	No	M
Clytostoma callistegioides	Violet Trumpet Vine	No	M
Distictis buccinatoria	Blood red trumpet vine	No	M
Gelsemium sempervirens	Carolina jasmine	No	M
Grewia caffra	Lavendar star flower vine	No	M
Hibbertia scandens	Guinea Gold Vine	No	M
Macfadyena unguis-cati	Cat's claw vine	No	L
Pandora jasminoides	Bower Vine	No	M
Parthenocissus tricuspidata	Boston Ivy	No	M
Pyrostegia venusta	Flame Vine	No	M
Wisteria floribunda	Wisteria	No	M

* Water use classifications are as determined by WUCOLS III University of California Cooperative Extension California Department of Water Resources.

51% of plants listed above are designated low or very low water needs.

49% of plants listed above are designated as moderate water needs.

Parking Lot Tree Palette

PARKING LOT TREES

		California	Water Use Class *
		Native	M - Medium
		Yes/No	L - Low
			<u>VL - Very Low</u>
<u>TREES</u>			
Cassia leptophylla	Gold Medallion Tree	No	M
Cinnamomum camphora	Camphor Tree	No	M
Jacaranda mimosifolia	Jacaranda	No	M
Koelreuteria bipinnata	Chinese Flame Tree	No	M
Lagerstroemia indica	Crape Myrtle	No	M
Laurus nobilis 'saratoga'	Sweet Bay	No	L
Magnolia grandiflora and cultivars	Southern Magnolia	No	M
Melaleuca linariifolia	Flaxleaf Paperbark	No	L
Metrosideros excelsus	New Zealand Christmas Tree	No	M
Pistacia chinensis	Chinese pistache	No	M
Platanus acerifolia 'Columbia'	Columbia London Plane Tree	No	M
Podocarpus gracilior	Fern Pine	No	M
Quercus agrifolia	Coast Live Oak	Yes	L
Quercus ilex	Holly Oak	No	L
Quercus suber	Cork Oak	No	L
Quercus virginiana	Southern Live Oak	No	M
Rhus lancea	African sumac	No	L
Tristania conferta	Brisbane Box	No	M
Ulmus parviflora	Chinese Elm	No	M

Street Trees

*Framework Streets**

“Cover” Street (Mixed Use - Lakewood Boulevard to Worsham)

- *Pyrus Calleryana* ‘Bradford’ - Bradford Pear
36” Box - 30’ o.c.
- *Phoenix dactylifera* - Date Palm
18’ BTH - 30’ o.c.

“Cover” Street (R&D/Commercial/Industrial - Worsham to Paramount Blvd.)

- *Quercus Ilex* - Holly Oak
36” Box - 35’ o.c.

“Worsham” Avenue

- *Jacaranda mimosifolia* - Jacaranda
36” Box - 35’ o.c.

“Schaufele” Avenue

- *Ulmus parvifolia* - Chinese Elm
36” Box - 40’ o.c.

“McGowen” Street

- *Quercus virginiana* ‘Cathedral’ - Cathedral Southern Live Oak.
36” Box at planters adj to chokers 15’ min. planter width
- *Magnolia grandiflora* ‘D.D. Blanchard’ - D.D. Blanchard Magnolia
36” Box at tree wells/ grates

“Brizendine” Avenue

- *Platanus x acerifolia* ‘Columbia’ - Columbia Sycamore
24” Box - 35’ o.c.

*Landscape Improvements within the public R.O.W. are installed by master developer.
Landscape outside of R.O.W. is responsibility of individual builders.

Private Streets

"Huggins" Street

- Lagerstroemia 'Muskogee' - Muskogee Crape Myrtle
24" Box - 30' o.c.

"Bayer" Avenue

- Magnolia grandiflora 'Little Gem' - Little Gem Magnolia
24" Box - 35' o.c.

Setback Area Screen Trees

- Eucalyptus nicholii - Willow Leaved Peppermint
15 Gal - 20' o.c.
- Eucalyptus leucoxylon - White Iron Bark
15 Gal - 25' o.c.
- Melaleuca quinquenervia - Cajeput Tree
24" Box - 25' o.c.
- Pinus species - Pine
36" Box - 30' o.c.
- Tristania conferta - Brisbane Box
24" Box - 25' o.c.
- Metrosiderus excelsus - New Zealand Christmas Tree
24" Box - 20' o.c.

PD-32: SOUTH DEVELOPMENT STANDARDS



DOUGLAS PARK
LONG BEACH

September, 2009

PREPARED BY:

JOHNSON FAIN

COLLABORATORS:

CLARK & GREEN ASSOCIATES

ALTOON+PORTER ARCHITECTS

McCLARAND VASQUEZ
EMSIEK & PARTNERS

CITY OF LONG BEACH

THE BOEING
COMPANY



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APPENDIX

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Standards - Division I
introduction

SEPTEMBER, 2009

Development Standards

The Development Standards for Planned Development District 32 (PD-32) are intended to be consistent with the City of Long Beach Municipal Code (LBMC) except as otherwise noted. PD-32 is subdivided into two areas, one north of Cover Street and the other south. These development standards apply to PD-32: South. They are mandatory provisions that along with the Design Guidelines and the Development Agreement (DA) between McDonald Douglas Corporation, a wholly-owned subsidiary of The Boeing Company (Boeing) and the City will govern the development of the Plan Area within the City of Long Beach as defined in the Plan Boundary Map (see Figure 3 on page 11) unless a variance is obtained. They regulate areas such as land use, density, height, setbacks, streetwalls, view corridors, open space, parking/ loading and access.

The City of Long Beach may, at its discretion, grant variances to the Development Standards contained in this document where the enforcement would otherwise constitute an unreasonable limitation beyond the intent and purpose of the Development Standards, and where such a variance is consistent with the public health, safety and welfare.

Although every attempt has been made to make these development standards consistent with the LBMC, Long Beach Development Services shall resolve any conflicts between these two documents as part of the Design Review Process.

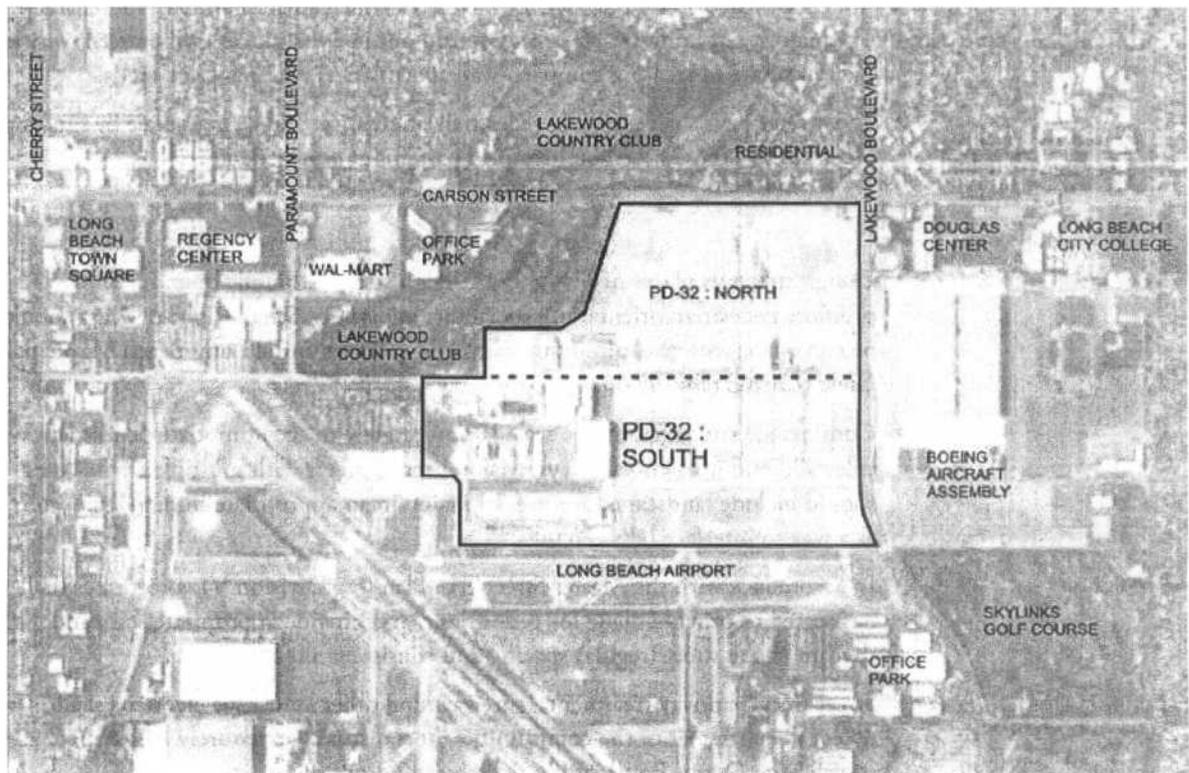


Figure 1 : Project Site and Vicinity Map

I n t e n t

In reviewing development proposals and land use issues, the City Council, Planning Commission, and Site Plan Review Committee shall be directed by following goals and objectives:

General Urban Design Goals

- The Master Plan shall acknowledge and appropriately respond to the varying contexts and adjacencies of the site – arterial boulevards, airport and airplane manufacturing, golf course and commercial and residential uses.
- The Master Plan shall create an Urban Design Framework that ensures the creation of a distinctive environment that creates long-term value and quality while being flexible enough to accommodate changes in the economy and real estate market. The urban design shall be based on a framework of proven historical patterns and precedents found in Long Beach's distinctive and historic neighborhoods.
- A sense of place shall be created with clearly defined street hierarchy and character. The majority of Long Beach streets are laid out in a rectilinear grid pattern, which is appropriate to creating compact, walkable districts and neighborhoods.
- The master plan shall establish pedestrian orientation and human scale by limiting block sizes to those based on historical patterns and precedent:

Streets

- Design streets as places of shared use. Design streets as public open space to promote pedestrian orientation, sociability and safety. Street Right-of-Ways should be consistent with the minimum standards set forth in the Long Beach Municipal Code (LBMC table 47-1).
- Commercial streets should be scaled appropriately to accommodate pedestrian sidewalks and planted parkways. Major arterial streets with multiple traffic lanes should include landscaped features to maintain an appropriate human scale, and as a way to interface between uses.
- In accordance with the Master Street Tree Plan (see Division V), street trees shall be located to provide shade for pedestrians, and provide appropriate scale and rhythm to the street (regular spacing and consistent alignment).
- Street trees, parkway treatments, gateways and other landscape elements shall reflect the character of the community's most distinctive maturely landscaped streets (e.g., Ocean Boulevard in downtown Long Beach).

Commercial Uses / Mixed Uses

- Development should emphasize pedestrian orientation and the creation of a distinctive village-like urban environment that mitigates conflicts between proposed commercial uses.
- While carefully planning for the needs of vehicular circulation, emphasize a pedestrian friendly character with buildings located at front setbacks. Locate parking in structures or at the rear or side of buildings.
- Development should be appropriately scaled and based on compatibility with adjoining uses.

Design Review Process

This section of the PD-32: South Development Standards establishes the procedures and requirements for review of development and use permits, and shall be consistent with the LBMC. PD-32: South will have two entities, the Boeing (or its successor) Design Review Committee (DRC) and Long Beach Development Services (City), which will play a role in reviewing and permitting development proposals. These procedures are established in order to coordinate the review by the two entities.

The role of the DRC is strictly advisory, and its decisions shall not constitute implied City approval of a proposal. The Design Review Process with the City shall be governed by the Site Plan Review process contained in Division V of LBMC Chapter 21.25. The Development Standards contained in this document along with the Design Guidelines for the project shall be used by the City throughout the Site Plan Review process. Proposals not complying with these documents will be deemed unacceptable, and will be rejected.

While the City will strictly adhere to the requirements of the Site Plan Review process in the LBMC, the following provides a general guide to the applicant for the overall design review process, including special submittal requirements in addition to those in the LBMC.

Step 1 : Conceptual Site Plan Review

Applicant shall submit conceptual plans in accordance with the application filing requirements and instructions of the City of Long Beach Planning Permit Application to the DRC for an initial review of compliance with the PD-32: South Development Standards and Design Guidelines. Following such review, the DRC shall acknowledge conceptual approval of submittal in writing to the City prior to the applicant submitting plans to the City for Conceptual Site Plan Review in accordance with LBMC Section 21.25.502.B.

In order to maintain consistency with the maximum density thresholds stipulated in the Environmental Impact Report and the Development Agreement for the project, the initial written approval by the DRC shall include a summary of the commercial density (building area) approved and remaining to date. Both the written DRC approval and density summary shall be included as part of the initial submittal to the City for Site Plan Review.

Step 2 : Site Plan Review

Upon approval of Conceptual Site Plan Review by the City, the applicant shall submit a Design Package in accordance with the application filing requirements and instructions of the City of Long Beach Planning Permit Application to the DRC for review. Upon

review and written acknowledgement of approval by the DRC to the City, the applicant shall submit the Design Package to the City for Site Plan Review in accordance with LBMC Section 21.25.502A.

Step 3 : Compliance Check

Applicant shall submit a Final Design Development Package (site plan and architecture) to the DRC for compliance check. The main purpose of this step is to confirm that project development is consistent with prior approvals and conditions prior to submitting for Plan Check with the City (construction ready documents). The City, at its discretion, may require submittal of this package for compliance with conditions of approval.

Step 4 : Record Set

Upon receipt of Building Permit, the applicant shall file a complete copy of the permitted plans bearing the City stamps of approval with DRC.

Federal Aviation Administration (FAA) Approval : During the design process, the applicant must complete and submit Form 7460-1 to the FAA. Prior to issuance of a building permit a copy of all written findings from the FAA regarding compliance with Part 77 height limit regulations related to the Long Beach Airport.

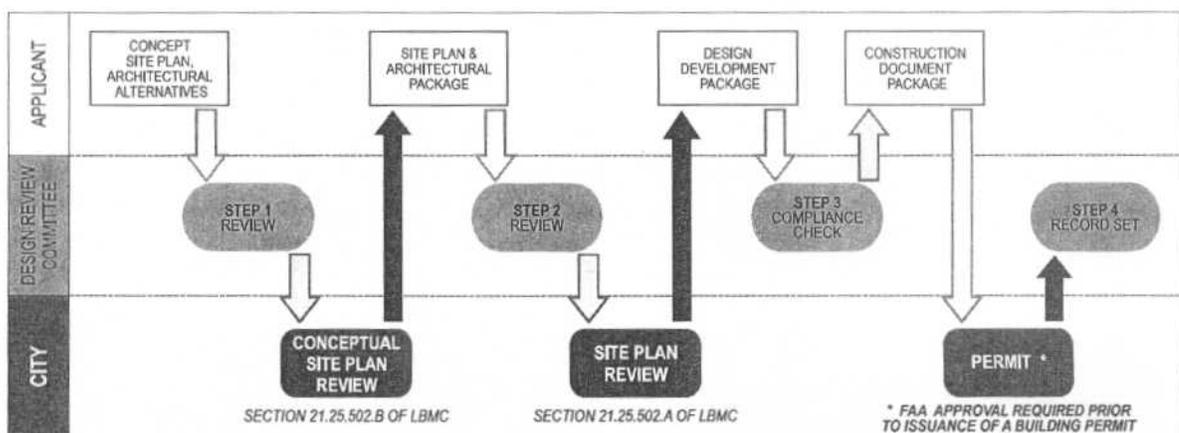


Figure 2 : Design Review Process

Standards - Division II
Establishing the Framework

SEPTEMBER, 2009

Planning Sub Areas

The PD-32 planning area is divided into sub areas as illustrated in Figure 4. PD:32 North is constituted of sub areas 1, 2, and 3. Sub areas 4, 5 and 6 are intentionally omitted designations and not used. Sub areas 7, 8A and 8B constitute PD: 32 South, which is the focus of this document's Development Standards and Design Guidelines. The intent and general standards for each of these sub areas are as follows:

Sub Areas

Sub Area 1 - PD:32 North

Sub Area 2 - PD:32 North

Sub Area 3 - PD:32 North

Sub Area 4 - Intentionally omitted

Sub Area 5 - Intentionally omitted

Sub Area 6 - Intentionally omitted

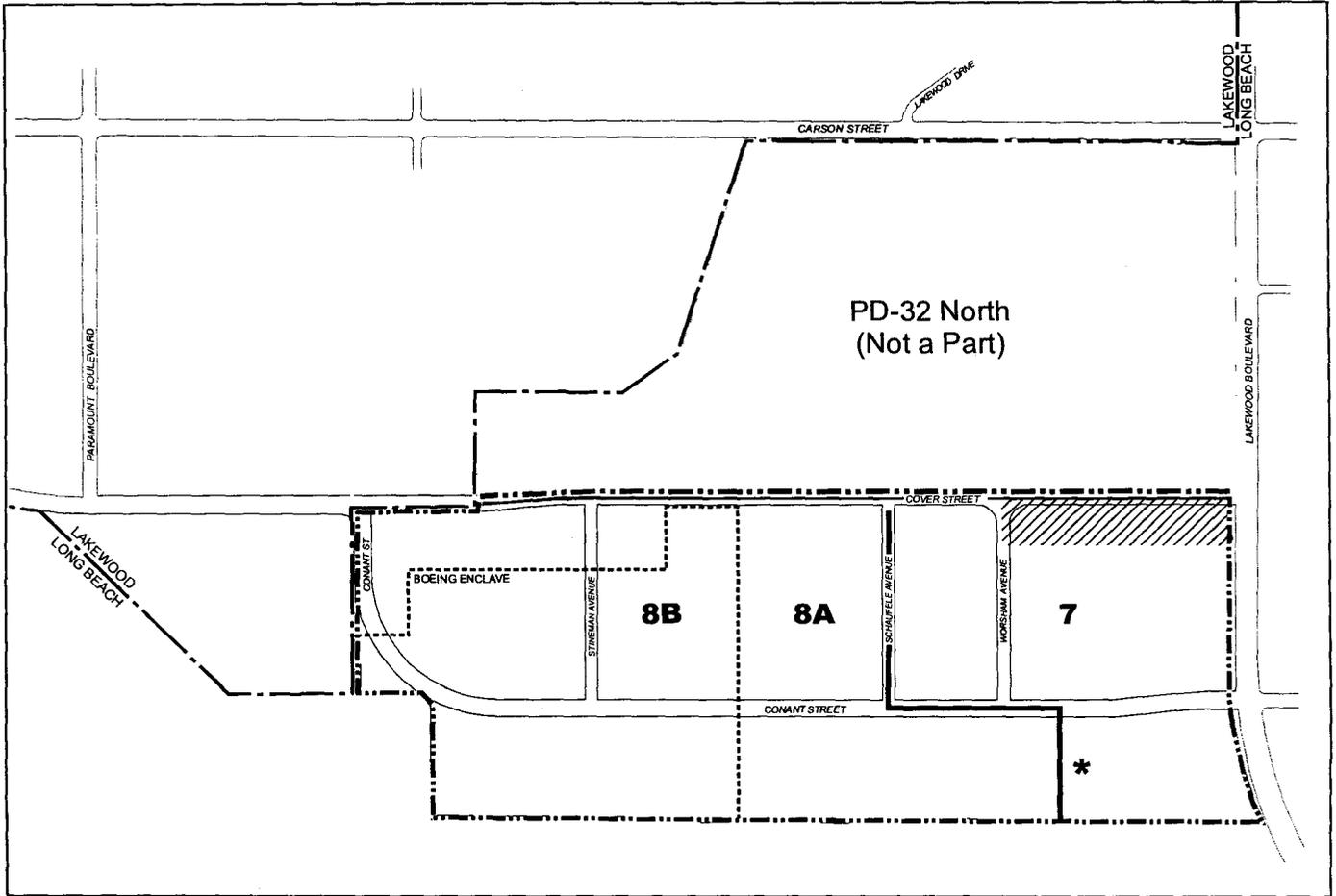
Sub Area 7

This sub area located immediately west of Lakewood Boulevard is intended as a primarily office "main street" commercial use zone along with R&D, some light industrial uses, aviation-related uses south of Conant Street, as well as hotel and retail uses to be located along Lakewood Boulevard and/ or Cover Street.

Along the south side of Cover Street, this sub area is the southern edge of a major "gateway" into the project, and will be subject to a Mixed Use Overlay zone. Such edge is envisioned as an active pedestrian edge with ground floor retail storefronts, pedestrian serving uses, hotel lobby/ public uses, and upper story commercial uses, along with special on-street parking provisions.

Sub Area 8A

In addition to the uses in Sub Area 7, this sub area is intended to include light industrial uses, certain aviation related uses south of Conant Street, manufacturing, and warehouse/ distribution (as an accessory use).



Boeing Enclave (8B)
(Aircraft manufacturing will be allowed to continue in this sub area. Should Boeing declare its intention to abandon current aviation-related uses there, the sub area will be developed with uses consistent with sub area 8A)



***** **Approximate Sub Area Boundary**
(Boundaries shown at locations other than at rights-of-way are general, and subject to Subdivision Map approval)



Mixed-Use Overlay Zone
(See special development standards for sub area 7)

Figure 4 : Planning Sub Areas

Table 1 : Sub Area Use Classification

Sub Area	Use Classification
Sub Area 7	Office & "Main Street" Commercial, Hotel, Light Industrial*, Aviation-related Uses
Sub Area 8A	Office, Commercial, Light Industrial*, Aviation-Related Uses
Sub Area 8B	Continued Aircraft Manufacturing Support, Light Industrial*

NOTE : Sub Areas shall generally be consistent with the applicable LBMC zoning districts listed above except as otherwise provided in this document.

Accessory Use : As defined in LBMC

** Warehouse / Distribution: Warehouse and Distribution uses are prohibited as a principal use within Sub Areas 7, 8A and 8B. Warehouse and Distribution uses shall be permitted as an Accessory Use provided it does not, at any time, exceed fifty (50) percent of the total Floor Area located on the legal lot or parcel containing such Accessory Use within Sub Areas 7, 8A and 8B.*

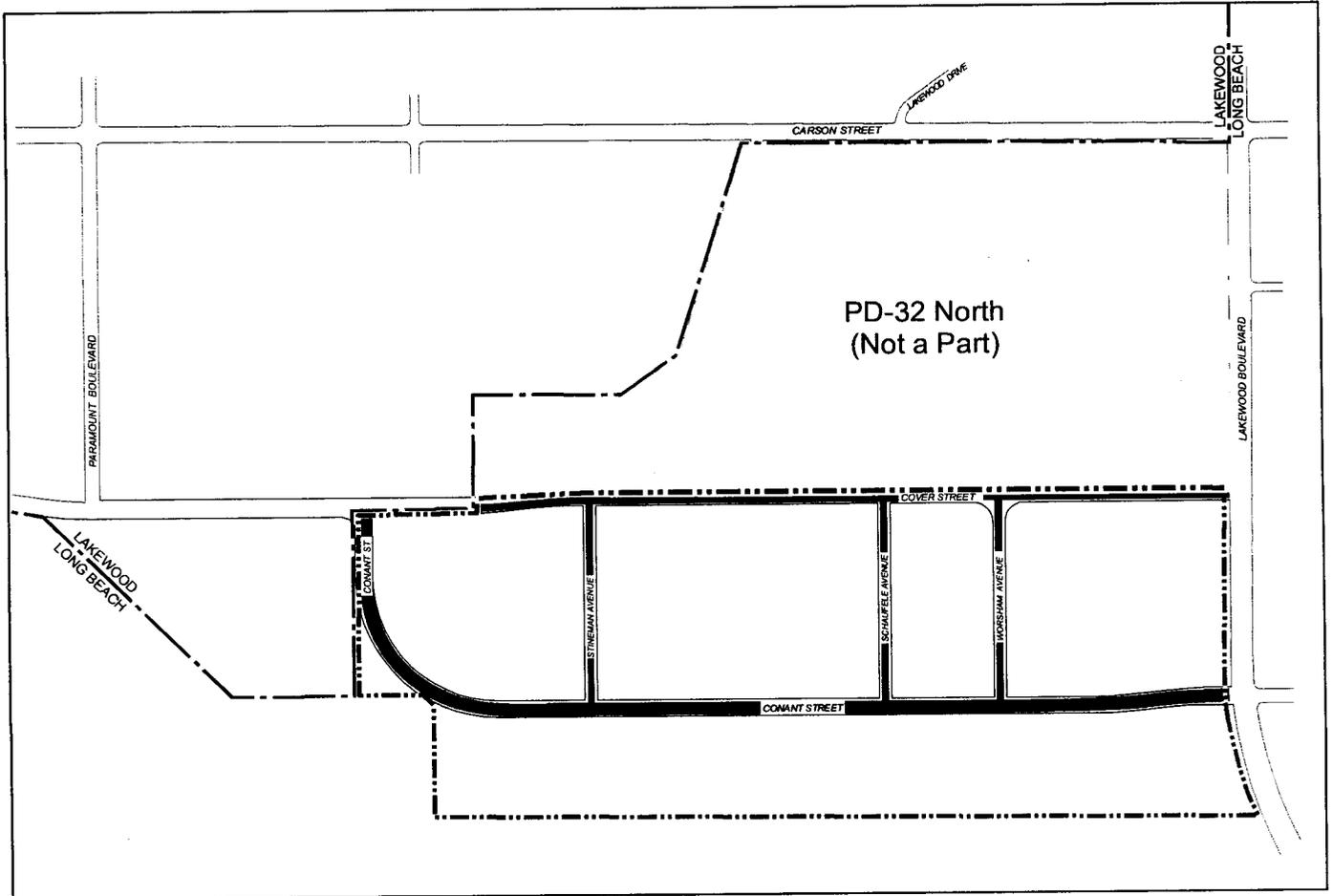
Sub Area 8B

Also known as the Boeing Enclave, Sub Area 8B is a 43.5 acre area currently housing facilities related to aircraft production; ground support; receiving and delivery operations; customer operations; aircraft and avionic testing; and other related uses. This sub area will allow aircraft manufacturing, and aviation-related uses associated with the existing area to continue. Should current operations of this sub area be discontinued, the area will be developed with uses consistent with Sub Area 8A, at which time the Development Standards for Sub Area 8A shall govern.

Street Hierarchy

Public rights-of-way shall be reserved, dedicated and improved as provided for in LBMC Chapter 21.47 (Dedication, Reservation and Improvement of Public Rights-of-Way). Refer to Development Agreement (DA) between Boeing and the City for phasing and timing of improvements.

The Director of Public Works shall approve all proposed street improvements as part of the Site Plan Review Process, or as part of the approval for each Final Map.



-  Collector
-  Local Street

Note: All on-site infrastructure will be developed in accordance with the infrastructure phasing plan in the Development Agreement (DA).

This map represents the street infrastructure at full build-out but does not include any additional private roads that might be necessary for access to individual buildings within any development parcels.

Figure 5 : Street Hierarchy

Bike Paths

Improvements at Douglas Park will incorporate a network of bike paths. In the area of PD-32 : South, most of the length of Cover Street will include this feature.

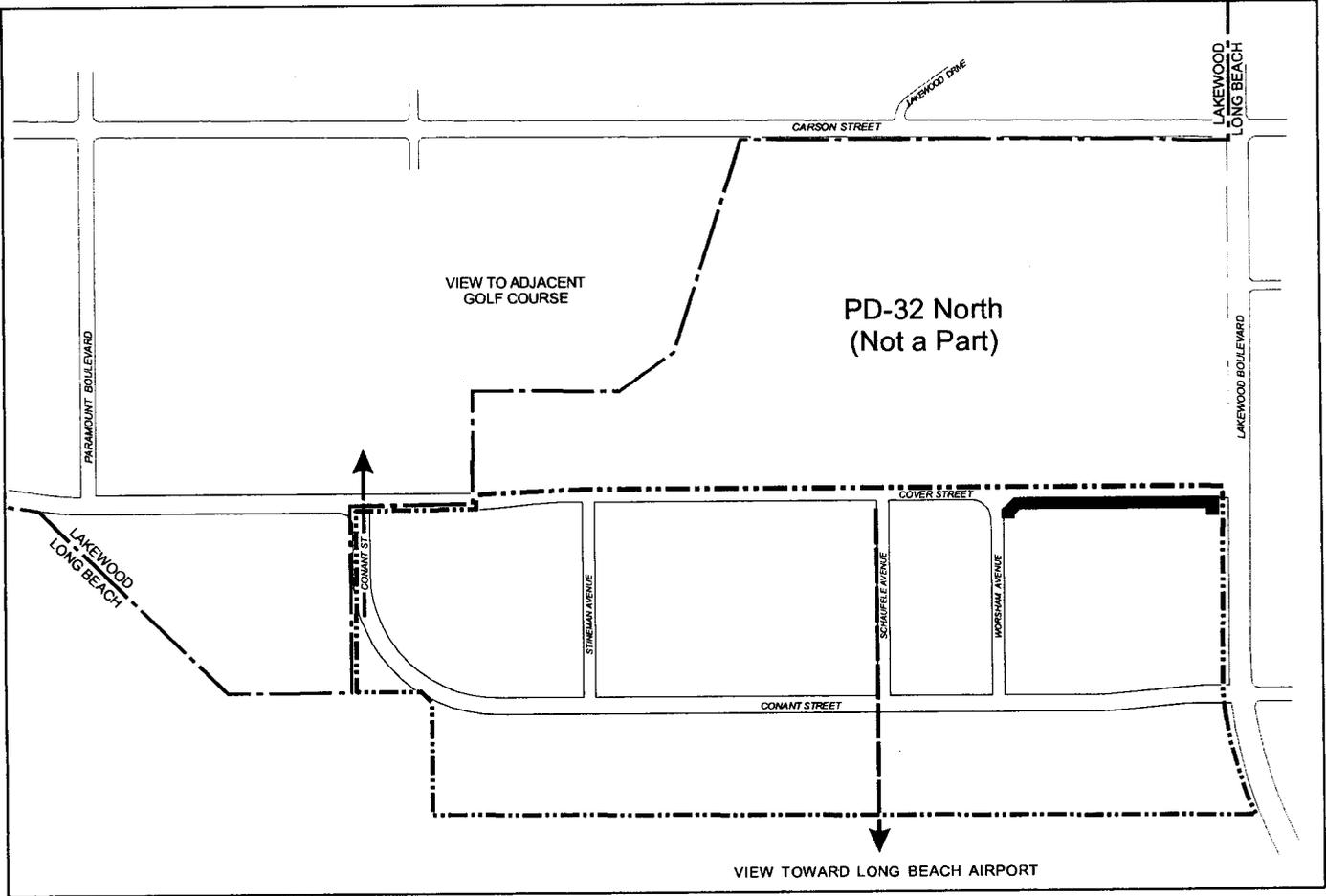
Build-To Lines

Build-to-lines are defined as a continuous building edge at the property lines on designated streets, allowing for occasional breaks in the street wall for features such as entries, courtyards, or mid-block Paseos. They are established in selected locations to create a consistent street edge that defines the street as a pedestrian friendly cohesive space.

Certain streets have mandatory setbacks from the property line and are identified in the section on Setbacks in this document; build-to lines shall be observed at the boundary of such setback. See Special Development Standards (Division 3) in this document for specific requirements and criteria for each sub area.

View Corridors

View corridors follow street alignments and are established to preserve orientation, provide a sense of place through visual linkages to the existing golf course and the Airport. No building or portion thereof shall block a view corridor.



-  View Corridors
(Alignments shown on map are general in nature)
-  Primary 'Build-To' Lines
(See special development standards for Sub Area 7 for additional information)

Figure 7 : Build-To Lines & View Corridors

Generalized Height Zones

PD-32; South has two types of height restrictions, and the most restrictive provision shall apply in every instance.

Federal Aviation Administration (FAA)

All building heights shall conform to the Long Beach Airport – Runway Approach Zones – Standard for determining obstruction in air navigation – as per Part 77 of federal aviation regulations map dated 6-21-1982 (or as updated). The maximum heights depicted on such map are measured by mean sea level and must be measured to the highest portion of the structure, including antennas, signs, elevators, mechanical equipment and other appurtenances. The applicant is responsible for thoroughly investigating all restrictions for an individual parcel of land on the site, including the filing and processing of any required forms with the FAA (see Figure 8).

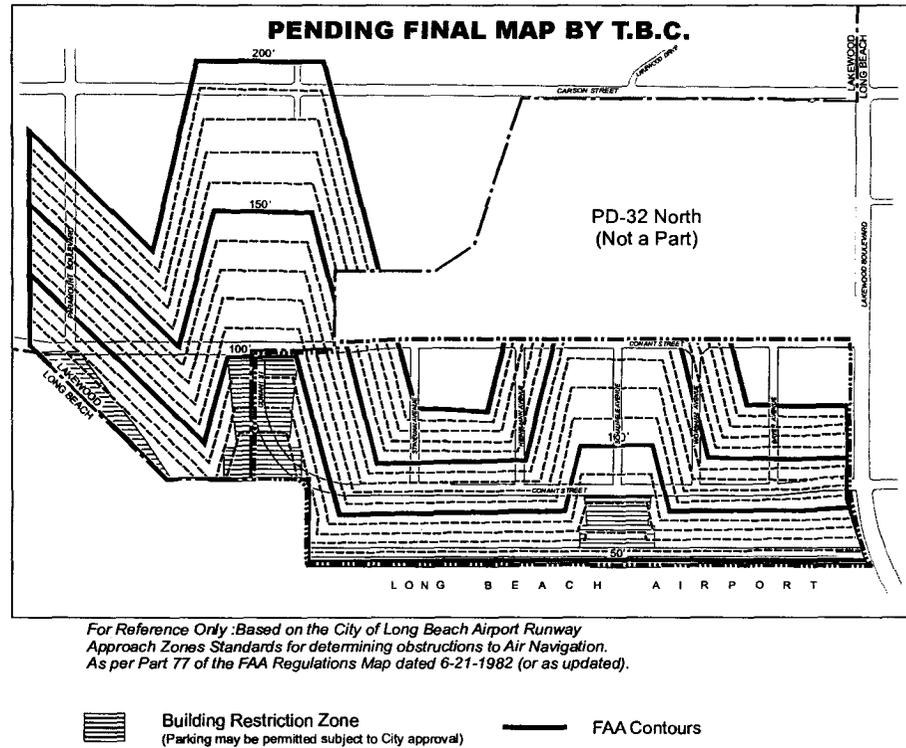
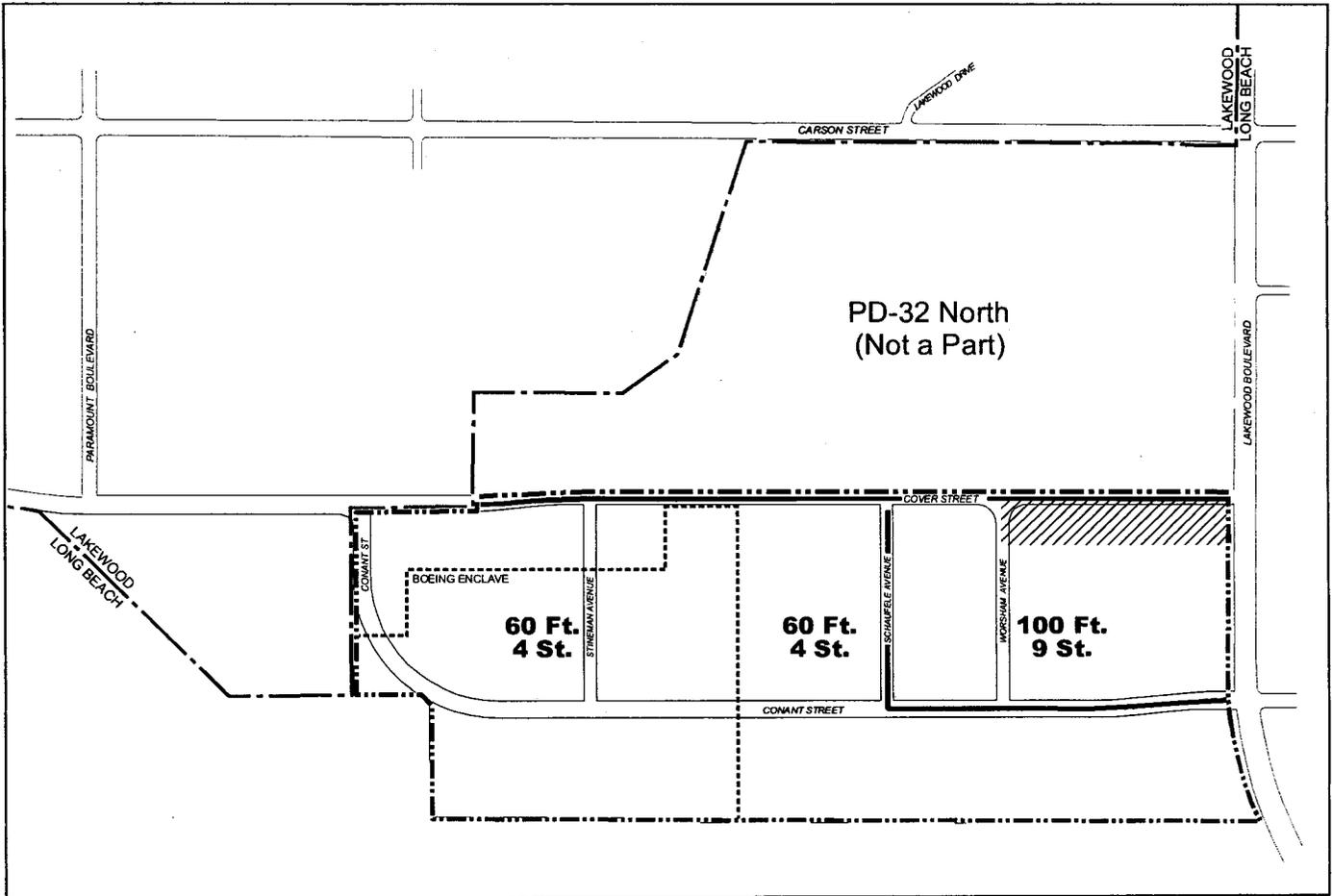


Figure 8 : FAA Height Contours



Story (St.) : As defined in LBMC Chapter 21.15.2940

NOTE : The maximum height limits indicated on this map are further detailed in the special development standards. These heights shall be used in conjunction with Part 77 of the FAA Regulations Map dated 6-21-1982 (or as updated).



Mixed-Use Overlay Zone
(See special development standards for sub area 7)

Figure 9 : Generalized Height Zones

PD-32 Height Zones

All building heights shall be consistent with the definition of height contained in LBMC Section 21.15.1330, and shall be measured from the curb to the top of the parapet or mid-point of a sloping roof of the proposed structures. Unoccupied architectural features may exceed these limitations through the Site Plan Review process, provided such features are consistent with the Urban Design intent of marking project entries, establishing street wall edges, and/or creating visual markers.

Figure 9 establishes the maximum permitted building heights in both feet and stories. A measurement of height shall use the definition of height contained in LBMC Section 21.15.1330.

Exceptions

- Exceptions listed in LBMC Section 21.31.220 shall apply.

Stepbacks

Building stepbacks are in addition to building setbacks, and are established to create height and bulk transitions between buildings and public streets, as well as between higher density uses and lower density uses. These transitions shall be controlled by building setback/ stepback requirements as shown in the illustrative sections included in Divisions II and III of this document.

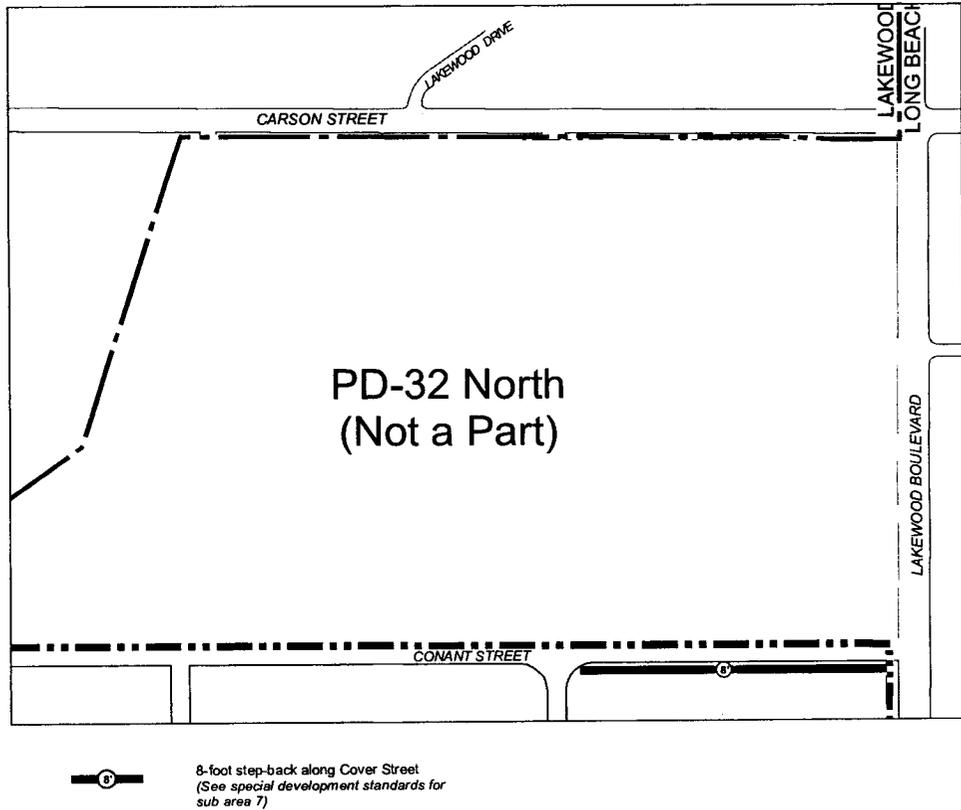


Figure 10 : Step-Backs Diagram

Standards - Division III
Commercial/Industrial Sub Area Standards

SEPTEMBER, 2009

Commercial/ Industrial Sub Area Standards

Unless otherwise noted in this document, all development in the commercial and industrial sub areas is intended to be consistent with the commercial/ industrial districts development standards in the LBMC.

Permitted Uses

The principal use in all commercial sub areas shall be commercial and /or industrial as indicated in Table 2. Residential use is not permitted.

Table 2 indicates the classes of uses permitted (Y), not permitted (N), permitted as a conditional use (C), permitted as an administrative use (AP), permitted as an accessory use (A), and permitted as a temporary use (T) in all districts. Some classes of uses may be classified as "Y/C". "Y/C" shall mean a use is permitted by right unless located on a lot within three-hundred (300') or less from the nearest residential district, in which case a Conditional Use Permit (C) shall be required pursuant to Chapter 21.25, Division II of the LBMC. The location of the lot housing a proposed use relative to a residentially-zoned property shall represent the sole factor for determining whether discretionary review is required. If any building housing the principal proposed use in Sub Area 8A or 8B, or any outdoor activity which represents the principal use of the property, is located on a lot three hundred (300') or less from the nearest residential district, then Conditional Use Permit (C) review shall be required.

Commercial uses in Mixed Use Overlay Zone

Sites fronting on the southerly edge of Cover Street between Lakewood Boulevard and Worsham Avenue shall permit the commercial uses of the Neighborhood Commercial, Pedestrian oriented (CNP) zoning district of Chapter 21.32 of the LBMC.

Definitions

Floor Area

Floor Area means the total area of all floors of a building, as measured to the exterior surfaces of exterior walls. Floor Area includes halls and lobbies of a building, but does not include utility and elevator cores, stairwells, parking and restrooms.

Accessory Use

Accessory Use means a use that is customarily incidental and/or necessarily related to the principal use of the land, building, or structure. An accessory use is located on the same lot as the principal building or use and is dependent upon the principal use for the majority of its use or activity.

Warehouse

Warehouse means a building or portion thereof where goods or materials that are ready to be delivered to a retail outlet or sold to another business are kept for a period of time greater than seventy-two (72) hours prior to such delivery or sale.

Distribution

Distribution means a building or portion thereof where goods or materials that are ready to be delivered to a retail outlet or sold to another business are kept for a period of time less than seventy-two (72) hours prior to such delivery or sale.

Table 2 : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Alcoholic Beverage Sales				The concentration of existing ABC licenses and the area crime rate are factors considered in reviewing applications for alcohol sales
Off-premises sales w/in 500 ft. of district allowing residential uses	C	N	N	For alcoholic beverage sales exempted from the CUP process, see footnote (1).
Off-premises sales more than 500 ft. from district allowing residential uses	Y	N	N	
On-premises sales w/in 500 ft. of district allowing residential uses	C	C	N	
On-premises sales more than 500 ft. from district allowing residential uses	Y	Y	N	
Automobile (Vehicle) Uses				All outdoor display, storage, service and repair of vehicles is subject to special standards (see LBMC Chapter 21.45)
Auto detailing (with hand held machines only)	AP	AP	N	Mobile businesses prohibited. Permitted in 8A Zoning District: Auto Detailing (with hand held machines only) only as accessory use to parking structure
Car wash	N	N	N	
Diesel fuel sales	N	N	N	See LBMC Section 21.52.222.
Gasoline sales	N	N	N	
General auto repair (body work, painting, etc.)	N	C	N	Uses allowed indoors only.
Limousine service (does not include auto repair)	AP	AP	N	Nonconforming parking rights do not apply (see LBMC Section 21.27.070).
Minor auto repair, tune up, and lube, smog test	N	N	N	
Motorcycle/jet ski sales and repair	C	C	N	Also see industrial zones, Table 33-1
Parking service – principal use	C	C	N	Interim Use Only. No permanent Parking Services shall be permitted
Recreational vehicle storage	C	C	N	Interim Use Only. No permanent Recreational vehicle storage shall be permitted
Rental agency (does not include repair)	Y	Y	N	
Automobile Sales (does not include auto repair)	N	N	N	
Towing	N	A	N	Accessory to general auto repair. Free-standing tow yards shall be prohibited.
Vehicle parts (with installation); tire store	C	N	N	
Vehicle parts (w/o installation)	Y	N	N	

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Billboards	N	N	N	All Billboards Prohibited
Business Office Support				
Copy, fax, mail box, or supplies	Y	Y	N	
Equipment sales, rental, or repair	Y	Y	N	
Off-set printing	Y	Y	N	
Entertainment				
Amusement machines (4 or fewer)	A	A	N	See Zoning Code Section 21.51.205 (special development standards).
Banquet room rental	A	A	N	Accessory to restaurant only (see LBMC Section 21.51.215).
Dancing (accessory use)	Y	Y	N	Accessory to restaurant, tavern, club. City Council hearing is required for new and transferred business licenses.
Live or movie theater (w/100 seats or less)	Y	N	N	For theaters w/more than 100 seats, see "Movie theater."
Mock boxing or wrestling	N	N	N	
Movie theater (or live theater w/100+ seats)	C	N	N	
Pool tables (up to 3 tables)	A	A	N	Accessory to restaurant, tavern, club (see LBMC Section 21.51.260).
Private club, social club, night club, pool hall or hall rental within 500 ft. of district allowing residential uses	C	N	N	City Council hearing is required for new and transferred business licenses.
Restaurant with entertainment	Y	A	N	City Council hearing is required for new and transferred business licenses. Restaurants proposing to locate within 8A shall be allowed only as an accessory use on the ground floor of Office building.
Other entertainment uses (arcade, bowling alley, miniature golf, tennis club, skating rink, etc.)	C	C	N	
Financial Services				
ATM – Walk-up or freestanding machine on interior of building; walk-up machine on exterior of building	Y	Y	N	Requires 2 (5 minute) parking spaces for each ATM machine. Spaces shall be located within 100 ft. Such spaces may be existing required parking.
ATM – Freestanding machine, exterior	AP	AP	N	
ATM – Drive-thru machine	AP	AP	N	For drive-thru machine see standards for drive-thru lane in LBMC Section 21.45.130.
Bank, credit union, savings & loan	Y	Y	N	
Check cashing	N	N	N	
Escrow, stocks and bonds broker	Y	Y	N	
All other financial services not listed above	C	C	N	

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Food Processing				
Food and kindred products (SIC Code 20)	N	Y/C	N	<p>Permitted in 8A Zoning District: All uses included in SIC Code 20, except as noted below. SIC Code 2048 (includes slaughtering animals for animal feed) SIC Code 201 (includes meat packing plants, meat & poultry products) SIC Code 2091 (Canned & Cured Fish and Seafood) SIC Code 2092 (Prepared Fresh or Frozen Fish/ Seafoods) Any Permitted use proposing to locate within 300 feet of a Residentially Zoned property shall be subject to a Conditional Use Permit, subject to the requirements in LBMC Sections 21.25.201 thru 21.25.212.</p>
Institutional				
Church or temple	N	N	N	
Convalescent hospital or home	N	N	N	
Crematorium	N	N	N	
Day care or preschool	C	N	N	
Industrial arts trade school	Y	Y	N	
Mortuary	N	N	N	
Parsonage	N	N	N	
Private elementary or secondary school	N	N	N	
Professional school/business school	Y	Y	N	
Social service office (with food distribution)	N	N	N	
Social service office (without food distribution)	N	N	N	
Other institutional uses	C	C	N	
Manufacturing				
<p>Permitted in 8A Zoning District: The uses within these SIC Codes are limited to operations containing primarily manufacturing space with accessory display and storage uses. Freestanding Distribution centers that are primarily Warehouses are prohibited.</p>				
Apparel and other finished products made from fabrics and similar materials (SIC Code 23)	N	Y	N	
Printing, publishing and allied industries (SIC Code 27)	N	Y	N	
Chemicals & Allied Products Mfgs (SIC Code 28)	N	N	N	
Leather and leather products (SIC Code 31)	N	Y	N	<p>Prohibited in 8A Zoning District: SIC Code 311 (Leather Tanning and Finishing)</p>
Electronic and other electrical equipment and components, except computer equipment (SIC Code 36)	N	Y	N	

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Measuring, analyzing, and controlling instruments; photographic, medical and optical goods; watches and clocks (SIC Code 38)	Y	Y	N	
Miscellaneous manufacturing industries (SIC Code 39) - Including Jewellery Manufacturing; Toys Manufacturing; Sporting Goods Manufacturing; and Household Products.	N	Y	N	Permitted in 8A Zoning District: All uses included in SIC Code 39, so long as the specific operation of the use is non-nuisance in nature (e.g., noise, hazardous materials, odors, dust, light and glare) and are either confined completely within the property or result in limited secondary impacts in terms of traffic, air emissions, and hours of operation, consistent with LBMC Section 21.33.020.
Furniture and Fixtures (SIC Code 25)	N	Y	N	
Paper and allied products (SIC Code 26)	N	Y	N	Prohibited in 8A Zoning District: SIC Code 261 (Pulp Mills) SIC Code 262 (Paper Mills) SIC Code 263 (Paperboard Mills)
Rubber and miscellaneous plastics products (SIC Code 30)	N	Y/C	N	Prohibited in 8A Zoning District: SIC Code 3011 (Tires & Inner Tubes)
Textile mill products (SIC Code 22)	N	Y/C	N	
Lumber and wood products, except furniture (SIC Code 24) - Including: Hardwood Products; Wooden Cabinets Miscellaneous Wood Products	N	Y/C	N	Prohibited in 8A Zoning District: SIC Code 2411 (Logging) SIC Code 2421 (Sawmills & Planing Mills - General) Permitted in 8A Zoning District: All other uses included in SIC Code 24, so long as the specific operation of the use is non-nuisance in nature (e.g., noise, hazardous materials, odors, dust, light and glare) and are either confined completely within the property or result in limited secondary impacts in terms of traffic, air emissions, and hours of operation, consistent with Zoning Code Section 21.33.020.
Stone, clay, glass, and concrete products (SIC Code 32)	N	Y/C	N	Prohibited in 8A Zoning District: SIC Code 324 (Hydraulic Cement) SIC Code 325 (Structural Clay Products) SIC Code 327 (Concrete, Gypsum, and Plaster Products)
Fabricated metal products, except machinery and transportation equipment (SIC Code 34)	N	Y/C	N	Prohibited in 8A Zoning District: SIC Code 348 (Ordinance and Accessories)
Industrial and commercial machinery and computer equipment (SIC Code 35)	N	Y	N	
Transportation equipment (SIC Code 37)	N	Y/C	N	

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Tobacco products (SIC Code 21)	N	Y/C	N	
Petroleum refining and related industries (SIC Code 29)	N	N	N	
Primary metal industries (SIC Code 33)	N	N	N	
Electric Gas & Sanitary Services (SIC Code 49)	N	N	N	
Personal Services				
Basic personal services (barber/beauty shop, catering, party counseling (w/o trucks), diet center, dog/cat grooming, dry cleaner, fitness center/health club, dance/karate studio, locksmith, mailbox rental, nail/manicure shop, repair shop for small appliances or electronic equipment, bicycles, tailoring, shoe repair, tanning salon, travel agent, or veterinary clinic w/o boarding).	Y	A	N	Basic personal service uses proposing to locate within 8A shall be allowed only as an accessory use on the ground floor of Office building.
Fortunetelling	N	N	N	
House cleaning service	AP	AP	N	
Laundromat	C	N	N	
Laundry, cleaning and garment services (SIC Code 721)	N	Y	N	
Massage therapy	A	A	N	See special conditions in LBMC Section 21.51.243. Special adult entertainment standards for massage parlor (see LBMC Section 21.45.110).
Recycling center	N	N	N	
Recycling collection center for cans and bottles (staff attended)	N	N	N	
Recycling containers for cans and bottles	A	N	N	Accessory to a grocery store only (see LBMC Section 21.51.265).
Repair shop (stove, refrigerator, upholstery, lawn mowers, etc.) - (SIC Code 76)	N	Y	N	For small appliance repair, see "Basic Personal Services."
Repair services with outdoor operations (SIC Code 76)	N	N	N	
Self storage (indoor only)	N	N	N	
Shoe-shine stand (indoor/outdoor)	A	A	N	Accessory to barber, car wash, grocery, hotel, office, or restaurant use.
Tattoo parlor	N	N	N	
Termite and pest control	N	C	N	See "Misc. – Storage of Hazardous Materials."
Veterinary Services for Animal Specialties (SIC Code 0742) Animal Specialty Services, Boarding, Kennels, Shelters (SIC Code 0752)	N	C	N	Also see "Basic Personal Services."
All personal services not listed	AP	AP	N	

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Professional Services				
Accounting, advertising, architecture, artist studio, bookkeeping, business headquarters, chiropractic, computer programming, consulting, contracting, dentistry, engineering, insurance, law, marketing, medicine, photography, psychiatry, psychology, real estate, or tax preparation (Including SIC Codes 60, 61, 62, 63, 64, 65, 67, 73 [except 7353 and 7359], 861, 862, 863, 864, and 87)	Y	Y	N	Prohibited in 8A Zoning District: SIC Code 9223 (Correctional Institutions) SIC Code 8744 (Jails, privately operated-correctional facilities, adult privately operated) SIC Code 7353 (Heavy Construction Equipment Rental) SIC Code 7359 (Equipment Rental and Leasing) Permitted in 7 & 8A Zoning Districts: The uses within these SIC Codes are limited to operations containing primarily office space with accessory display and storage uses. Freestanding Distribution centers that are primarily Warehouses are prohibited.
All professional offices not listed	AP	AP	N	
Aviation-Related Uses				
Aviation-related uses including, maintenance and storage, pilot/passenger amenities (restrooms, food services, classrooms and office spaces), charter operations and aircraft rentals (SIC Code 45)	C	C	N	All aviation-related uses must meet the provisions of the City's Noise Compatibility Ordinance, the Airport Rules, Regulations and Minimum Standards for aeronautical activities and be subject to Long Beach Airport fees for like aeronautical activities as specified in the Airport Rates & Fees Resolution.
Aircraft Manufacturing	N	Y	Y	SIC Code 45 uses shall require a conditional use permit outside the boundaries of the Long Beach Airport and/or on adjacent properties directly supporting airport operations. Further, certain uses may be subject to "Through-the-Fence" agreement(s) between the City of Long Beach and Long Beach Airport. Aviation-related uses shall be allowed only in the geographic area south of "G" Street.
Aircraft Storage	Y	Y	Y	
Aircraft Services for On-site Aircraft (For on-site aircraft only (not for commercial purposes))	Y	Y	Y	
Commercial Aviation Services (Provided by those holding valid agreements to conduct business on Long Beach Airport)	Y	Y	Y	
Special Events	Y	Y	Y	
Residential Uses	N	N	N	No Residential Uses shall be permitted.
Restaurant And Ready-To-Eat Foods				
Outdoor dining	A	A	N	
Restaurants and ready-to-eat foods with drive-thru lanes	N	N	N	Special standards apply (See LBMC Section 21.45.130).
Restaurants and ready-to-eat foods without drive-thru lanes	Y	A	N	Restaurants proposing to locate within either 8A or 8B shall be allowed only as an accessory use on the ground floor of Office building.
Vending carts	AP	AP	N	Special standards apply (See LBMC Section 21.45.170).

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Retail Sales				
Basic retail sales (SIC Codes 54, 5735, 5942, 7841) (except uses listed below)	Y	A	N	Used clothing, antiques, art, books (new and used), coins, collectibles, food stores, jewelry, and trading cards are included in "Basic Retail Sales." Basic retail sales uses proposing to locate within 8A shall be allowed only as an accessory use on the ground floor of an Office building.
Building supply or hardware store with lumber, drywall, or masonry (including SIC Code 52, 57)	Y	N	N	For hardware store without lumber, drywall, or masonry, see "Basic Retail Sales."
Gun Store and Gun Repair	AP	N	N	Allowed only as an accessory use to primary Sporting Goods establishment
Major household appliances (refrigerator, stove, etc.)	Y	Y	N	
Manufacture of products sold on-site	A	A	N	See LBMC Section 21.51.240.
Merchandise mall, indoor swap meet	N	N	N	
Outdoor sales events (flea markets, swap meets, etc.)	N	N	N	
Outdoor vending – Flower, plant, fruit, or vegetables in conjunction with sale of related products from a retail store	A	N	N	See LBMC Section 21.51.255.
Outdoor vending – Food carts	AP	AP	N	See LBMC Section 21.45.170.
Outdoor vending – Flower cart or news cart	Y	Y	N	See LBMC Section 21.45.135.
Pawn shop	N	N	N	
Thrift store, used merchandise	N	N	N	Also see note under "Basic Retail Sales."
Vending machines	A	A	N	Accessory to existing retail sales. See LBMC Section 21.51.295.
Temporary Lodging				
Hotel/Motel	Y	Y	N	
Shelters	N	N	N	
Temporary Uses				
Carnival, event, fair, trade show, etc.	T	T	N	
Construction trailer	T	T	T	
Outdoor Vending – Mobile food truck at construction sites	T	T	T	See LBMC Section 21.53.106.
Transportation & Communication Facilities				
Communications Facilities – Freestanding monopole cellular and personal communication services	C	C	N	See LBMC Section 21.52.210.
Communication Facilities – Attached/ roof mounted cellular and personal communication services	Y	Y	N	See LBMC Section 21.45.115.
Communications (SIC 48)	N	Y/C	N	SIC Code 483 (Radio and television broadcasting stations) and Microwave transmission or relay towers are permitted only with approval of a Conditional Use Permit

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

Use	7 Zone	8A Zone	8B Zone*	Notes
Communication Facilities – Electrical distribution station	C	C	N	
Local and suburban transit and interurban highway passenger transportation (SIC Code 41)	N	N	N	
Local Trucking Without Storage (SIC Code 4212)	N	N	N	
Courier Service Except by Air (SIC Code 4215)	N	C	N	
Transportation Services (SIC Code 47) - Including: Tour Operators; Transportation Consulting;	N	C	N	
Transportation-Related Uses with no outdoor container storage	N	N	N	
Transportation-Related Uses with outdoor container storage associated with shipping/ trucking/rail	N	N	N	
Helipads	C	C	N	Aviation-related uses shall be allowed only in the geographic area south of "G" Street.
Wholesale Trade				
Wholesale Trade - durable goods (SIC Code 50) - and nondurable goods (SIC Code 51)	Y	Y	N	Permitted in 7 & 8A Zoning Districts: The uses within SIC Code 50 and 51 are limited to operations containing primarily office space with accessory display and storage uses. Freestanding Distribution centers that are primarily Warehouses are prohibited.
Miscellaneous				
Office, research and development, aircraft manufacturing and aircraft manufacturing related uses.	N	N	Y	

* 8B Zone is that area known as the "Boeing Enclave" -- Once Boeing declares its intention to abandon any aviation-related uses within either all or a portion of the 8B area, the Zoning shall immediately revert to the 8A Zoning standards then in effect. Should a portion of the land Zoned 8B revert to 8A Zoning, only that portion of land shall be affected by the reversion, NOT the entire land area Zoned 8B.

Abbreviations:

Y = Yes (permitted use).

N = Not permitted (prohibited use).

Table 2 (continued) : Uses in Commercial / Industrial Sub Areas

C = Conditional Use Permit required. For special conditions, see LBMC Chapter 21.52

A = Accessory Use. For special development standards, see LBMC Chapter 21.51

AP = Administrative Use Permit required. For special conditions, see LBMC Chapter 21.52

T = Temporary Use. Subject to provisions contained in LBMC Chapter 21.53

Y/C = Either permitted by right or subject to Conditional Use Permit review, depending upon locational criteria contained under "Permitted Uses".

Footnote:

(1) The following alcoholic beverage sales may be exempted from the Conditional Use Permit requirement.

- a. Restaurants with alcoholic beverage service only with meals. This generally means any use with a fixed bar is not exempt. A service bar is not considered a fixed bar. A sushi bar, where alcoholic beverages are served at the same bar where meals are served, is considered serving alcoholic beverages only with meal service. A cocktail lounge without a bar, but with primarily service of only hors d'oeuvres and alcoholic beverages is not exempt. Any restaurant with more than 30 percent of gross sales consisting of alcoholic beverages shall lose its exemption and be required to obtain a Conditional Use Permit to continue to sell alcohol.
- b. Use located more than 500 ft. from zoning districts allowing residential use.
- c. Department store or florist with accessory sale of alcoholic beverages.
- d. Grocery stores of 20,000 sq. ft. or greater with accessory sale of alcoholic beverages.
- e. Existing legal, nonconforming uses. (Ord. C-7663 § 42, 1999).

Minimum Lot Area

Table 3 establishes the minimum lot area in each sub area.

Table 3 : Permitted Lot Area in Commercial Sub Areas

Sub Area	Minimum Lot Area
Sub Area 7	20,000 sq.ft.
Sub Area 8A	15,000 sq.ft.
Sub Area 8B	<i>This sub area will allow current aviation-related uses to continue. Should current uses within this sub area be discontinued, the area will be developed with uses consistent with sub area 8A</i>

Setbacks

Setbacks shall be provided for the purpose of providing light, air, pedestrian and vehicular circulation, emergency access and general aesthetic improvements.

The required setbacks indicated in Table 4 shall be clear of all structures from the ground to the sky (except as otherwise permitted) and shall be landscaped and maintained in a neat and healthy condition according to the landscaping provisions of this document. Where stepbacks are required, 25% of the frontage is allowed without a setback.

Table 4 : Required Yard Setbacks between Buildings and Property Lines in Commercial Sub Areas

Sub Area	Minimum Front Yard Setbacks for Building (ft.)		Minimum Setback from Interior Property Line (ft.)
	From Arterial Road	From Local Street	
Sub Area 7	18 ft. *	18 ft.	5 ft. **
Sub Area 8A	18 ft.	18 ft.	5 ft. **
Sub Area 8B	<i>This sub area will allow current aviation-related uses to continue. Should current uses within this sub area be discontinued, the area will be developed with uses consistent with sub area 8A</i>		

* Refer to Special Development Standards for additional setback requirements for the mixed-use overlay zone.

** Subject to Siteplan Review Process

Table 5 : Required Yard Setbacks between Parking Lots and Property Lines in Commercial Sub Areas

Sub Area	Minimum Front Yard Setbacks for Parking Lot (ft.)		Minimum Setback from Interior Property Line (ft.)
	From Arterial Road	From Local Street	
Sub Area 7	6 ft. *	6 ft.	6 ft. **
Sub Area 8A	6 ft. *	6 ft.	6 ft. **
Sub Area 8B	<i>This sub area will allow current aviation-related uses to continue. Should current uses within this sub area be discontinued, the area will be developed with uses consistent with sub area 8A</i>		

* Along Cover Street surface parking lots shall be setback 18 ft. from property line.

** This standard can be waived for property lines between joint-use parking lots through site plan review process

Corner Cut-off

At corners of properties at street intersections, intersections of streets and alleys and at intersections of driveways and property lines, new construction shall not be permitted in such a manner that it significantly impedes visibility between visibility between heights of 3 feet and 7 feet above the ground in a corner cut-off of at least 6 feet by 6 feet (Measured from the intersection of the property lines or the intersection of a driveway and a property line). One vertical support element such as a column is permitted in the corner area, if the cross-section of the element fits within a circle with a diameter of 18 inches. This requirement may be waived through the Site Plan Review process if the Director of Public Works finds that the cut-off is not necessary.

Permitted Structures

No structures are permitted in required setbacks (yards), except:

- Signs, as specified in the chapter relating to on-premises signs (LBMC Chapter 21.44);
- Outdoor dining (subject to approval from Site Plan Review Committee);
- Vehicle parking (surface lots). Table 15 of this document establishes the minimum landscaped setback required between the parking lot and the street property line.
- Awnings as allowed by the Uniform Building Code.
- Projections are permitted into the required setbacks in accordance with those permitted in the Commercial Zoning Districts of the LBMC (see LBMC Section 21.32.220 C)

Required Landscaping

All required setbacks, shall contain an area not less than 6 feet in width planted with trees, shrubs and/or ground cover. Along Cover Street and Conant Street, the entire eighteen feet (18) of setback shall be landscaped. With the exception of access driveways, surface parking shall be prohibited within the required landscaped setbacks of Cover & Conant streets. See Special Development Standards for additional requirements.

General Screening Requirements

The following required screening shall apply in all commercial sub areas:

Open Storage

Open storage shall be prohibited. Merchandise is not permitted to be displayed outdoors, unless specifically granted through Site Plan Review.

On-Grade Parking Garages

Architectural treatment

Parking structures must be designed with the same care and attention as the buildings they serve. They should be compatible in architectural treatment and detail.

Screening

Ramps, cars, and sources of artificial lighting in parking structures should be minimally visible from public streets, public parks, and residential uses.

Surface Parking Lots

All surface parking lots including parking area screening and landscaping shall be designed in accordance with the development standards in LBMC Chapter 21.41.

Mechanical Equipment on Rooftops

In all commercial zones, rooftop mechanical equipment, except solar collectors and rain gutters, shall be screened on all sides by screening not less than the height of the equipment being screened. Such equipment shall also be screened from view from higher buildings in the zone to the satisfaction of the Site Plan Review Committee and Long Beach Development Services.

Secured

All rooftop mechanical equipment shall be secured from unauthorized entry to the satisfaction of Long Beach Development Services.

Materials

All rooftop mechanical equipment screening devices shall be of a material requiring a low degree of maintenance. Wood shall not be utilized. All screening devices shall be well integrated into the design of the building through such items as parapet walls continuous with the walls of the structure, architectural roof features, or equipment rooms. Louvered designs are acceptable if consistent with the building design style.

Substitutions

Well-planned, compact, architecturally integrated rooftop equipment may be substituted for screening with the approval of the Site Plan Review Committee and Long Beach Development Services.

General Requirements for the Design of Buildings

All commercial buildings shall comply with the following design criteria:

Architectural Themes

Architectural themes, modules and materials present on the main facade of the building shall be used on all other facades.

Change of Material

Each side of a building must contain a primary and an accent material, and the accent material(s) must cover not less than ten percent (10%) of the facade.

Building Finished Grade

All commercial buildings shall have the first habitable floor level not more than four feet (4') above grade within the front thirty feet (30') of the lot.

Accessory Structures

Use Restrictions

The use of accessory buildings and structures shall conform to the requirements of LBMC Chapter 21.51 (Accessory Uses).

Locations Permitted

Accessory structures and buildings may be placed anywhere on a lot except within the required setbacks.

Trash Receptacles

Adequate trash receptacles shall be provided to accommodate all refuse generated on a site. All trash areas shall be screened from public view on all sides, and shall conform to the development standards contained in LBMC Chapter 21.45 (Special Development Standards).

Utility Meters Screening

All utility meters shall be fully screened from view from a public right-of-way.

Undergrounding of Utilities

All projects requiring site plan review shall underground all overhead utility service to the site. The utility company's design of the electric system, including locations and aesthetic treatment, shall be in accordance with the regulations of the Public Utilities Commission of the State of California.

Off-street Parking and Loading Requirements

Parking and loading areas shall be provided as required in LBMC Chapter 21.41 (Off-Street Parking and Loading Requirements).

Landscaping Requirements

Landscaping shall be provided as required by LBMC Chapter 21.42 (Landscaping Standards) unless otherwise noted.

Fences and Garden Walls

Fences and garden walls are not permitted within required front street setbacks unless granted through the Site Plan Review process. Otherwise, fences and garden walls are permitted accessory structures subject to the development standards contained in LBMC Chapter 21.43 (Fences and Garden Walls).

Signs

On-premises signs are permitted in all districts subject to the requirements of LBMC Chapter 21.44 (On-premise Signs).

Right-of-way Dedications and Improvements

Public rights-of-way shall be reserved, dedicated and improved as provided for in LBMC Chapter 21.47 (Dedication, Reservation and Improvement of Public Rights-of-Way).

Special Development Standards

Sub Area 7

This sub area located immediately west of Lakewood Boulevard shall be primarily an office commercial use zone along with R&D, some light industrial uses and aviation-related uses south of Conant Street. In addition, hotel use will be located adjacent to one of the following: Lakewood Boulevard, Cover Street or Conant Street.

Along Cover Street, this sub area is the southern edge of a major “gateway” to the project, and shall be part of the Mixed Use Overlay zone in conjunction with Sub Area 1. This overlay zone is envisioned as an active “main street” pedestrian edge with ground floor retail storefronts, pedestrian serving uses, hotel lobby/ public uses, and upper story commercial uses, along with special on-street parking provisions.

Mixed-Use Overlay Zone

Frontages along Cover Street shall provide pedestrian-oriented uses, which are defined to include the following:

- Restaurants & ready-to-eat foods
- Retail sales
- Personal service uses
- Lobbies of: hotels, office buildings, residential developments, movie/live theaters, or of any other entertainment uses
- Public plazas and outdoor dining areas.

Pedestrian-oriented uses shall occupy at least 60% of the ground floor building frontage on streets where active pedestrian uses are required. “Shadow” art galleries, historical displays, artist studios, back office uses or sales offices may be allowed as temporary transitional uses.

Minimum Depth of Ground Floor Space

Within the Mixed Use Overlay Zone, ground floor spaces shall have a minimum average depth of 50 feet. Exceptions to this requirement may be granted through Site Plan Review.

Display/Clear Window Requirement

Clear, non-reflective display windows/doors shall comprise at least 60% of the ground floor street facade of pedestrian-oriented uses. Such glass should be clear with an exterior daylight reflectance of not more than eight percent (8%). Ground floor wall sections without windows should be not more than 5 feet in width, and the maximum height of the bottom sill of required display windows shall not exceed 30 inches above the adjacent sidewalk.

First Floor Elevation

In order to promote easy pedestrian access, the first level of buildings which require ground floor pedestrian oriented uses shall have a floor elevation which approximates the elevation of the adjacent sidewalk.

Setback

Required setback along streets with pedestrian serving uses shall be hardscape and shall be considered an extension of the sidewalk. No landscape of such setback is allowed.

Awnings and Canopies

Store front awnings are required, unless waived through the Site Plan Review process. The minimum vertical clearance between the ground or street level and the bottom of the awning should be 10 feet. Awnings should be placed below the ground floor cornice (or below the sills of the second story windows if no cornice exists). Awnings should be divided into sections to reflect the major vertical divisions of the facade. The awning/canopy may encroach over the public sidewalk provided at least 4 feet of clearance is maintained from the street curb line. For awnings and canopies, the materials, shape, rigidity, reflectance, color, lighting, and signage, should relate to the architectural design of the building.

Entrances Facing the Street

Entrances to uses on ground and upper floors must open onto the public right-of-way. Entrance doors should be setback at least three feet from the property line in order to avoid encroachment on to right-of-way.

Exterior Design

Exterior elevations shall be designed with extensive articulation to create visual interest and enhance pedestrian activity along the site. Three dimensional elements such as cornices, pilasters and structural bays shall be used to break up the facade planes. Ground floor facades shall be distinguished from upper floors by cornices, changes of material and/or other architectural devices.

Build-to line standard

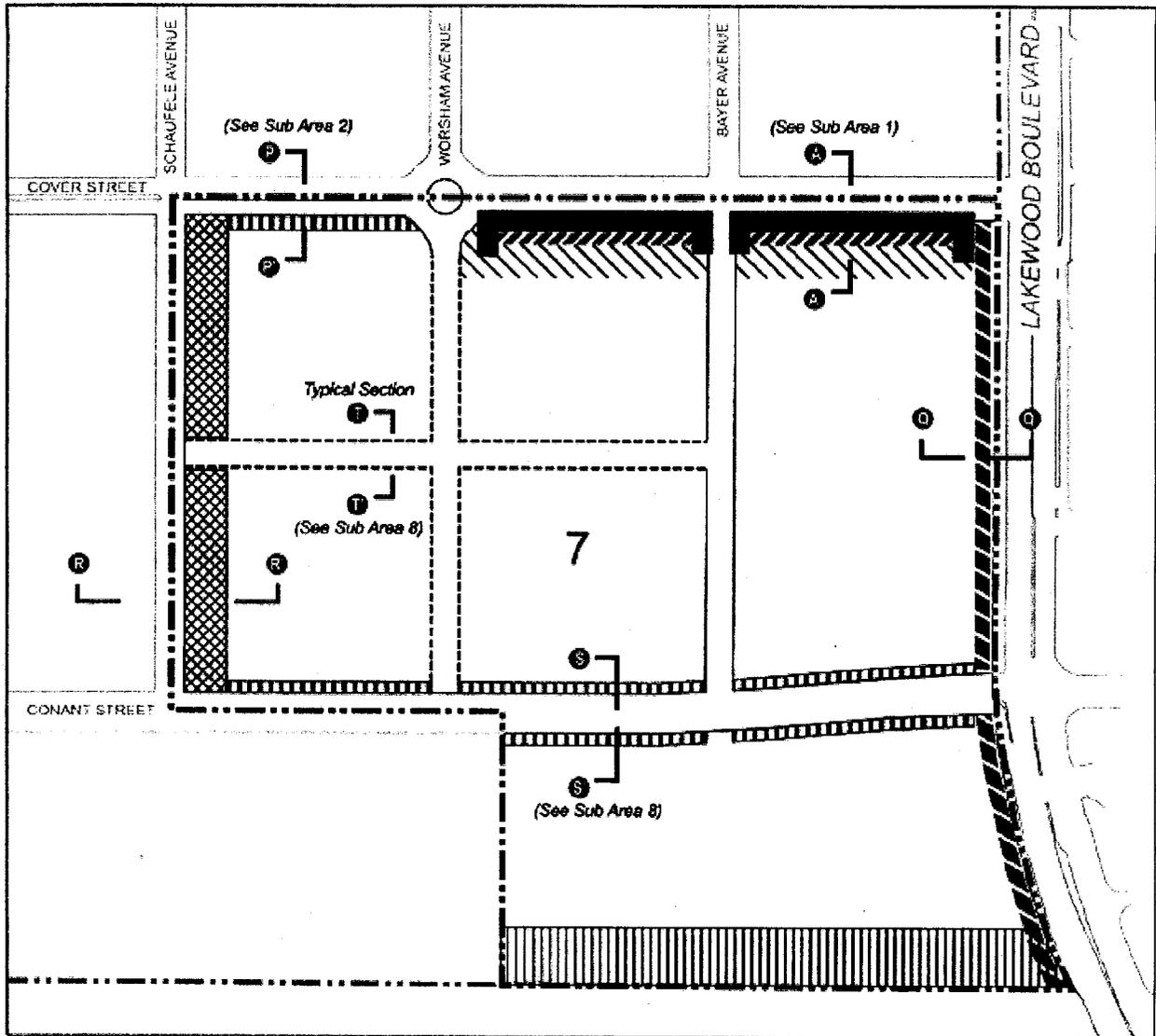
A primary build-to line is established for buildings fronting Cover Street. At least 60% of the ground floor building frontage at a minimum height of 16 feet shall be constructed along the established build-to-line. Arcades, colonnades, porches, and articulated courtyard walls built along such line can be used to satisfy this requirement.

If the remaining portion of the ground floor is setback, it shall not be more than 20 feet in length nor setback more than 10 feet from the build-to-line, in order to maintain the continuity of the intended street wall.

Facade Articulation

Along Cover Street, no continuous building wall shall extend more than 60 feet in width without a facade articulation element.

Blank walls are not allowed along Cover. Elsewhere, the maximum width of a blank wall without articulation or relief of at least 6 inches in depth shall be 25 feet. Facade articulation shall consist of elements such as expressed structural bays, pilasters, moldings, recessed wall panels, or display features to create visual interest.



-  55' Minimum Building Setback along Schaufele Avenue
 -  26' Minimum Building Setback along Lakewood Boulevard
 -  18' Minimum Building Setback along Cover and Conant Streets
 -  8' Min. Building 'Step-Back' at 2nd. / 3rd. Story (Refer to Section A-A')
 -  Primary 'Build-To' Lines
 -  Preferred Location of Access Streets
 -  Mixed Use Overlay Zone
 -  Building Restriction Zone * (Parking may be permitted subject to City approval)
- * For Reference Only :Based on the City of Long Beach Airport Runway Approach Zones Standards for determining obstructions to Air Navigation. As per Part 77 of the FAA Regulations Map dated 6-21-1982 (or as updated).

Figure 11 : Sub Area 7

Building Stepbacks

Building stepbacks are in addition to building setbacks, and are established to create height and bulk transitions between buildings and public streets/ alleys/ parks, as well as between higher density uses and lower density uses. These transitions shall be controlled by building setback/ stepback requirements as shown in the illustrative sections included in this section of the document.

Vehicular Driveway Access

Vehicular driveway access is prohibited along frontages which require pedestrian-oriented uses. All other vehicular access shall be taken via secondary/ local streets that will not disrupt pedestrian circulation. Future access streets and driveways are encouraged to reinforce the grid imposed by the street hierarchy of the Plan Area. This requirement may be modified through the Site Plan Review process if necessary.

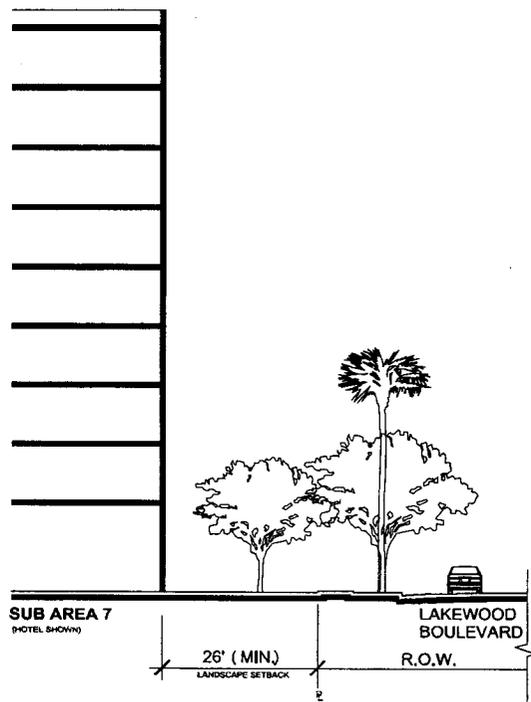


Figure 12 : Section Q-Q

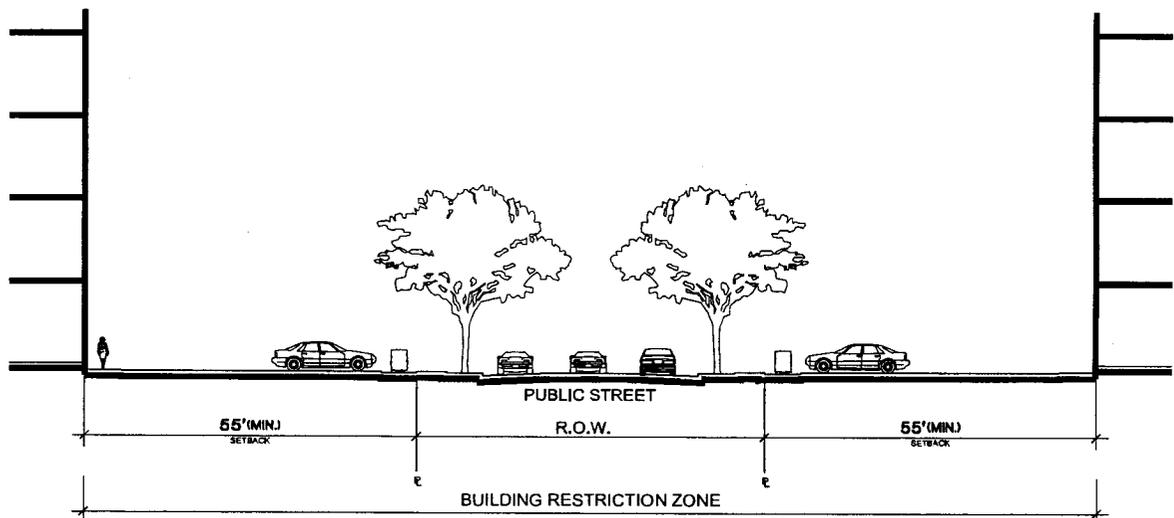
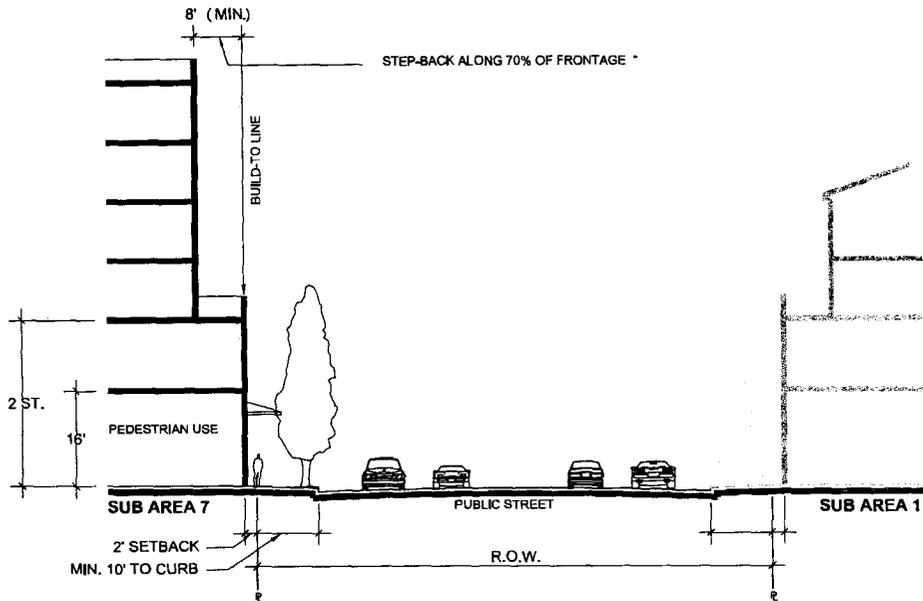


Figure 13 : Section R-R



*NOTE: REFER TO STEP-BACK REQUIREMENTS FOR ADDITIONAL INFORMATION

Figure 14 : Section A-A

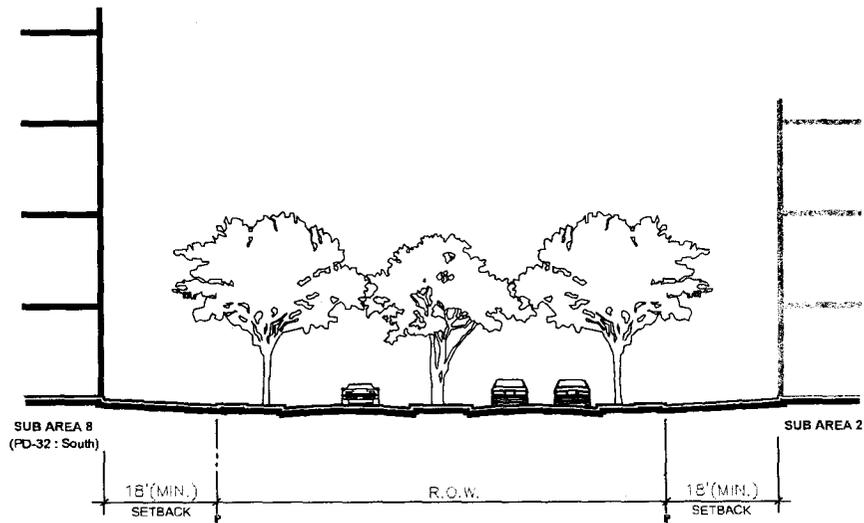


Figure 15 : Section P-P

Sub Area 8

Sub Area 8A

This sub area shall be primarily a Research & Development and light industrial zone, along with aviation-related uses south of Conant Street. Uses allowed in Sub Area 7, are also allowed in this Sub Area.

Sub Area 8B

Sub area 8B, also known as the Boeing Enclave, will allow aviation-related uses associated with the existing area to continue. Should current operations of this sub area be discontinued, the area will be developed with uses consistent with Sub Area 8A, and the following development standards shall apply to both.

Continuous Building Edge/ Facade Articulation

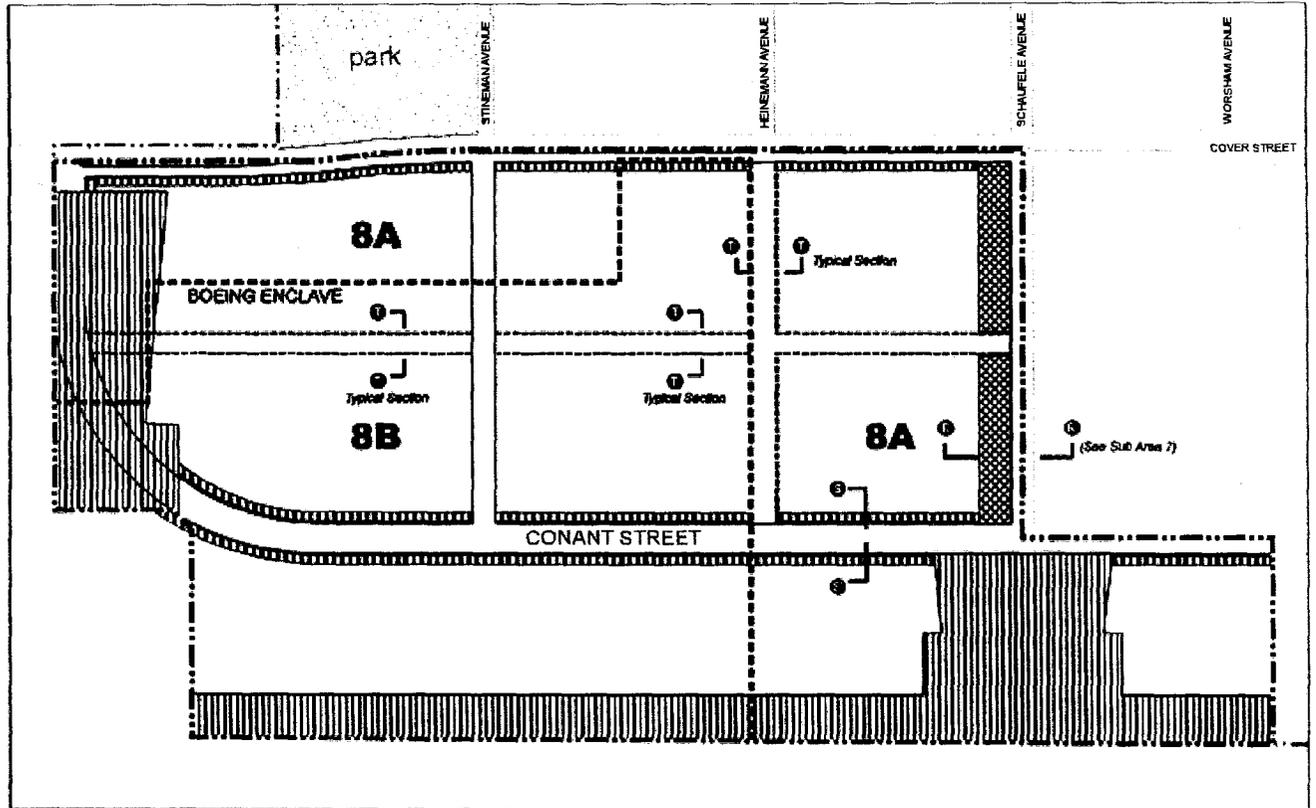
Along Cover Street, no continuous building wall shall extend more than 100 feet in width without a facade articulation element. Blank walls are discouraged, and the maximum width of a blank wall without articulation or relief of at least 6 inches in depth shall be 25 feet. Facade articulation shall consist of elements such as expressed structural bays, pilasters, moldings, recessed wall panels, or display features to create visual interest.

Vehicular Driveway Access

Future access streets and driveways are encouraged to reinforce the grid imposed by the street hierarchy of the Plan Area. This requirement may be waived through the Site Plan Review process if necessary.

Boeing Enclave Screening

The 48-acre Boeing Enclave, in which a variety of aircraft production-related uses presently operate is expected to remain operational during project construction for all or a portion of the development period until Boeing no longer has use for the Enclave in its current capacity. While in operation, an evergreen landscape hedge shall be installed on the eastern side of the Enclave and on the north side of the fence surrounding the Enclave to provide screening.



-  55' Minimum Building Setback along Schauffele Avenue

 18' Minimum Building Setback along Cover and Conant Streets
-  Preferred Location of Access Streets

 Building Restriction Zone * (Parking may be permitted subject to City approval)

* For Reference Only :Based on the City of Long Beach Airport Runway Approach Zones Standards for determining obstructions to Air Navigation. As per Part 77 of the FAA Regulations Map dated 6-21-1982 (or as updated).

Figure 16 : Sub Areas 8A and 8B

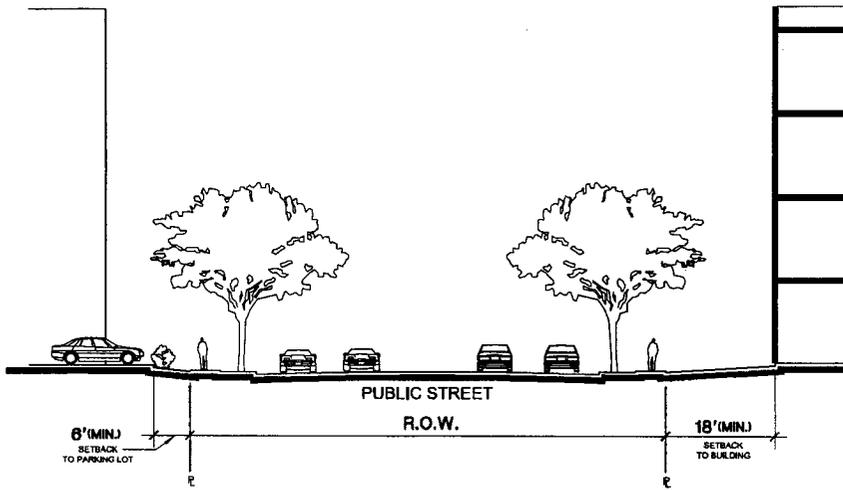


Figure 17 : Section S-S

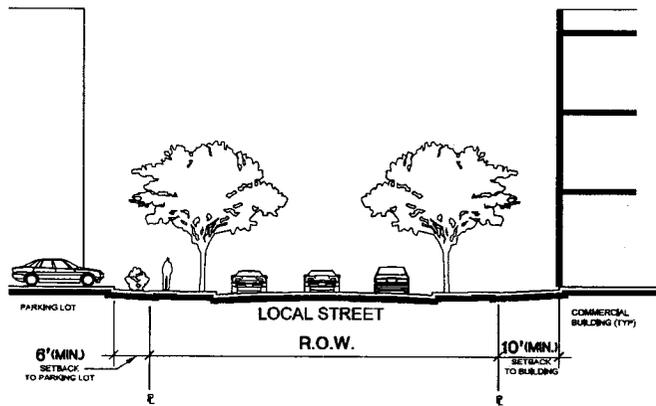


Figure 18 : Section T-T

Standards - Division IV

Appendix

SEPTEMBER, 2009

Appendix

Master Street Tree Plan

The Master Street Tree Plan provides the suggested tree species, size, and spacing for the outlined streets below. Builder is to submit Landscape plans to the Director of Public Works for approval. The Director of Public Works may approve alternate species. Submittal requirements shall comply with the provisions of Chapter 21.25 (Specific Procedures) of the LBMC.

Frame Work Streets

Cover Street (Mixed Use - Lakewood Boulevard to Worsham")

Pyrus calleryana 'Bradford' - Bradford Pear

36" Box - 30' o.c.

Phoenix dactylifera - Date Palm

18' BTH - 30' o.c.

Cover Street (Commercial/Industrial - Worsham to Paramount Blvd.)

Quercus Ilex - Holly Oak

36" Box - 35' o.c.

Conant Street

Magnolia grandiflora - Magnolia

36" Box - 35' o.c.

Worsham Avenue

Jacaranda mimosifolia - Jacaranda

36" Box - 35' o.c.

Schaufele Avenue

Ulmus parvifolia - Chinese Elm

36" Box - 40' o.c.

Industrial Sub Streets

Stineman Avenue

Ulmus parvifolia - Chinese Elm

24" Box - 40' o.c.

Setback

Eucalyptus species - Eucalyptus

24" Box - 25' o.c.

Melaleuca quinquenervia - Cajeput Tree

36" Box - 25' o.c.

Pinus species - Pine

36" Box - 30' o.c.

Tristania conferta - Brisbane Box

24" Box - 25' o.c.

Edges

Lakewood Boulevard

Pyrus Calleryana 'Bradford' - Bradford Pear

36" Box - 30' o.c.

Phoenix dactylifera - Date Palm (Where Height Restrictions Permit)

18' BTH - 30' o.c.

Golf Course Edge

Eucalyptus species - Eucalyptus

24" Box - 30' o.c.

Melaleuca quinquenervia - Cajeput Tree

24" Box - 25' o.c.

Pinus species - Pine

24" Box - 30' o.c.

Airport Edge

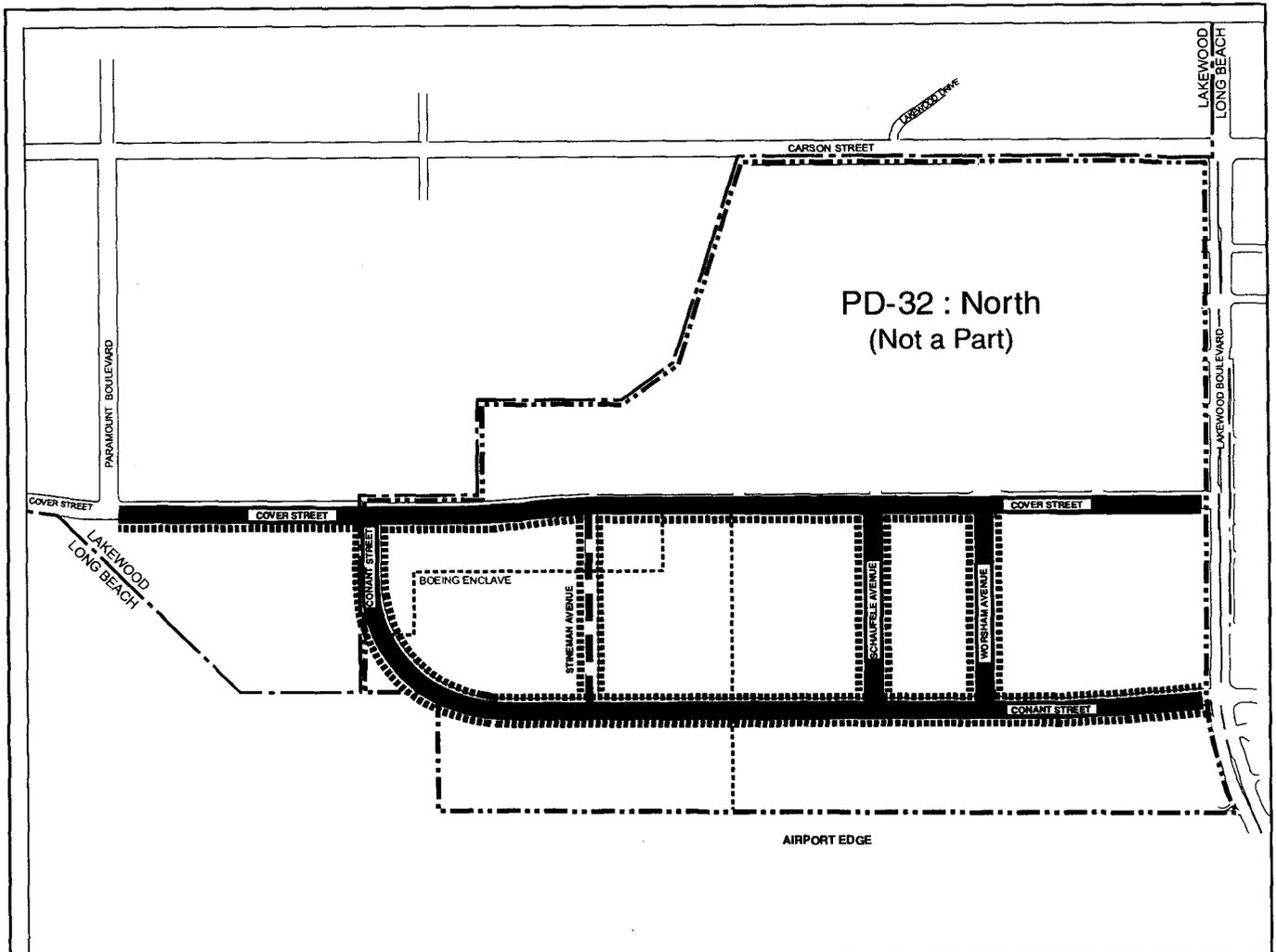
(Due to height restrictions edge will be screened with vines.)

Distictis buccinatoria - Blood Red Trumpet Vine

15 gallon - 15' o.c.

Lonicera japonica - Japanese Honeysuckle

15 gallon - 15' o.c.



- | | | | |
|-------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------|---------|
|  | Frame Work Streets |  | Setback |
|  | Industrial Sub Streets |  | Edges |

Figure 19 : Master Street Tree Plan



PD-32:SOUTH

DESIGN GUIDELINES



DOUGLAS PARK
LONG BEACH

September, 2009

PREPARED BY:

JOHNSON FAIN

COLLABORATORS:

CLARK & GREEN ASSOCIATES

ALTOON+PORTER ARCHITECTS

McCLARAND VASQUEZ
EMSIEK & PARTNERS

CITY OF LONG BEACH

THE BOEING
COMPANY

The Vision

“Douglas Park” will turn an outdated and obsolete aircraft manufacturing facility into a vibrant mixed-use, pedestrian friendly community that combines the best elements of the older established planning traditions of Long Beach with the contemporary realities of business, retailing and modern lifestyles.

“Douglas Park” will be focused on the shared public environment; from walkable tree lined streets, to a human scaled mixed-use “Main Street” with shopping, dining and other services, along with a variety of neighborhood open spaces, quality architecture, pedestrian connections and bicycle trails. At the same time, “Douglas Park” will incorporate the workplace, including a balanced blend of office and other commercial opportunities to provide much needed employment. Service and recreational land uses will be located within comfortable walking distance of commercial areas to enhance the sense of community, offer unique lifestyle choices and reduce automobile dependence.

“Douglas Park” will celebrate the products, the events, and the people who made history on the site through the incorporation of this memory into everyday living. This legacy will be remembered through a Public Art Master Plan designed to “tell the story” of the site in public areas such as open spaces, pedestrian paths, sidewalks, streets and parkways.

“Douglas Park” represents a deliberate effort to establish a strong sense of community rather than an isolated aggregation of projects, by emphasizing neighborhoods rather than subdivisions, a main street rather than a shopping center and a mixed-use commercial district rather than a business park.

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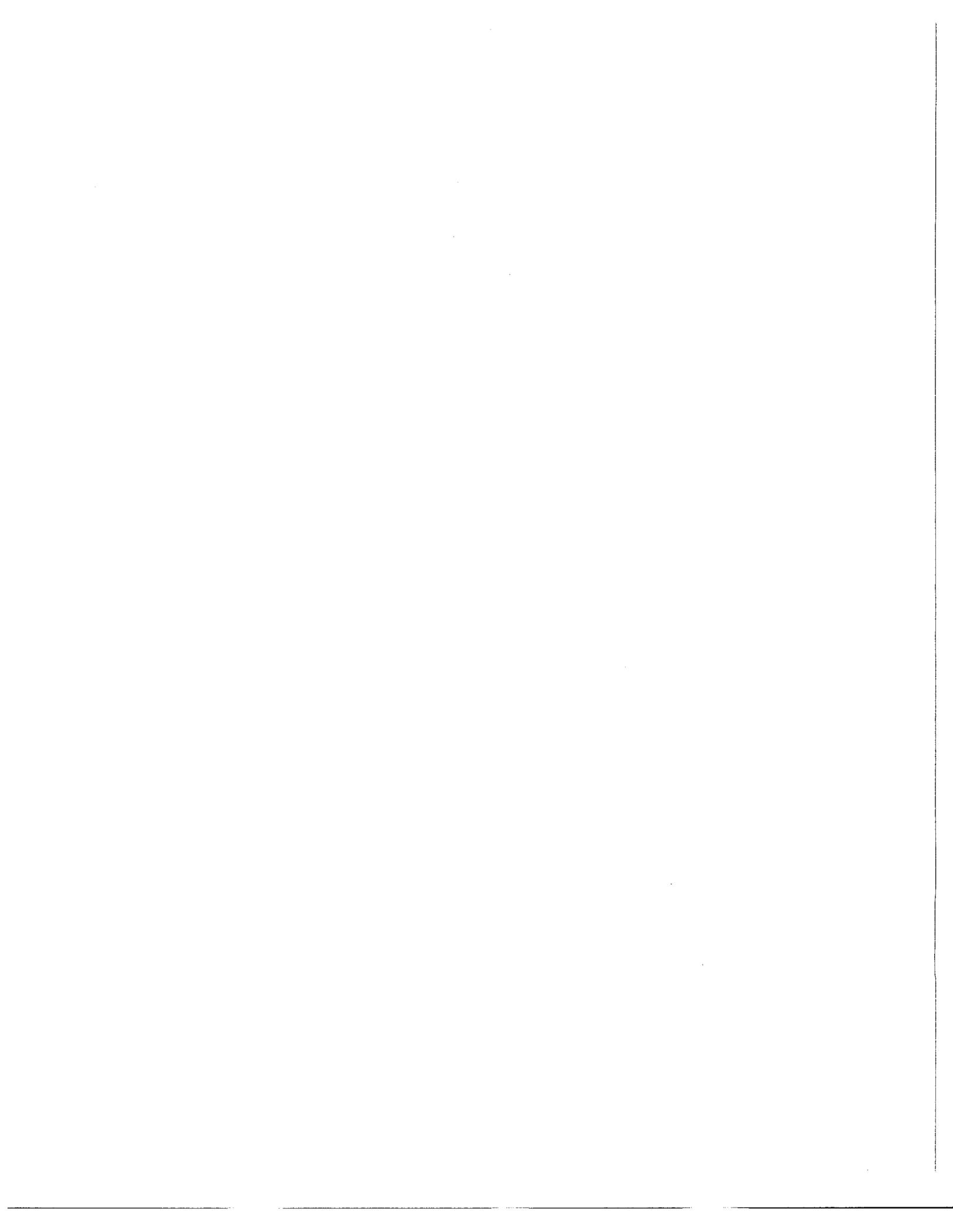
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Guidelines - Division I
introduction

SEPTEMBER, 2009



Purpose/ Intent

The Design Guidelines for Planned Development 32 (PD-32) are recommendations for both private and public design and construction, and are a supplement to the California Building Code, Long Beach Municipal Code (LBMC), and PD-32 Development Standards. PD-32 is subdivided by Cover Street into two areas, one north and the other south. These guidelines apply to PD-32: South.

These guidelines will be used by the Site Plan Review Committee and Long Beach Development Services (City) and the Douglas Park Design Review Committee (DRC) in the evaluation of development proposals to ensure that the Design Goals and Objectives of PD-32 Development Standards and the intent of these Design Guidelines are met.

The intent of these Design Guidelines shall be to implement the design goals and objectives as stated in the PD-32 Development Standards document. In addition, the following general design intent objectives should be taken into account:

- Establish a design criteria that acknowledges each project's obligation to the public realm.
- Provide design principles for the various Sub Areas in the project, and how they should be developed to create a cohesive whole.
- Strive for a high quality development, and establish a strong sense of community rather than an aggregation of isolated projects.

Design Review Process

These Design Guidelines, along with the Development Standards for PD-32: South will be governed by the Design Review Process as described in the PD-32: South Development Standards document. Submittals will be reviewed by two entities: the Douglas Park Design Review Committee (DRC) and Long Beach Development Services (City).

The City of Long Beach Site Plan Review Committee may, at its discretion, grant waivers through the Site Plan Review Process to the design guidelines contained in this document, as long as the overall intent of the provisions in this document is maintained.

Site Context

Project Location

The Site rests 5 miles northeast of downtown Long Beach and is framed by Lakewood Blvd. on the east, Cover Street to the north, Lakewood Country Club Golf Course to the northwest, and the Long Beach Municipal Airport to the south and west.

Surrounding land uses include two Boeing aircraft production facilities: Boeing's former commercial 717 assembly plant and office center located along Lakewood Boulevard, and Boeing's military C-17 facility located southwest of the site and west of the airport. The area immediately north of Carson Street is located within the City of Lakewood and generally includes single family residences in an area referred to as the Lakewood Country Club Estates and the Lakewood Country Club Golf Course. The Lakewood Country Club Golf Course extends to the south of Carson Street and borders the project site to the West. Existing commercial development is located near the intersection of Lakewood Boulevard and Carson Street, as well as west of the Lakewood Country Club Golf Course. Other land uses within the surrounding area include the Sky links Golf Course to the southeast of the site and Long Beach City College to the north and east of the Boeing property.

Project Description

The 238-acre Douglas Park plan area located in the City of Long Beach will be designed as a master-planned, mixed-use project including: public open space, retail, light industrial office, R&D, hotel, aviation related, manufacturing, and ancillary uses. The project will consist of up to four million square feet of office, light industrial, retail, aviation-related, and manufacturing uses; a hotel of up to 400 rooms; and approximately 9.7 acres of public open space. All uses will be designed to be compatible with the site context in terms of scale and adjacency of uses, and will use high quality design features to enhance the surrounding uses such as the Long Beach Municipal Airport, and Lakewood Country Club Golf Course and residential land uses. (See Figure 1). PD-32: South is approximately 138 acres in area, and is the subject of this document.



Figure 1: Site Context and Vicinity

Master Planning Principles

This 138-acre portion of a former Boeing aircraft production facility will be designed to foster a pedestrian-friendly commercial district with walkable streets laid out in a grid pattern that allow multiple routes to each destination; tree-lined sidewalks and parkways; a pedestrian-scaled mixed-use district; open space amenities; and a combination of commercial and industrial uses including retail, office and research + development (See Figures 2 and 3). Refer to PD-32: South Development Standards' Introduction section for a further understanding of master plan principles. PD-32: South lies between Lakewood Boulevard on the east, Conant Street on the west, Cover Street on the north and the Long Beach Airport boundary on the south.

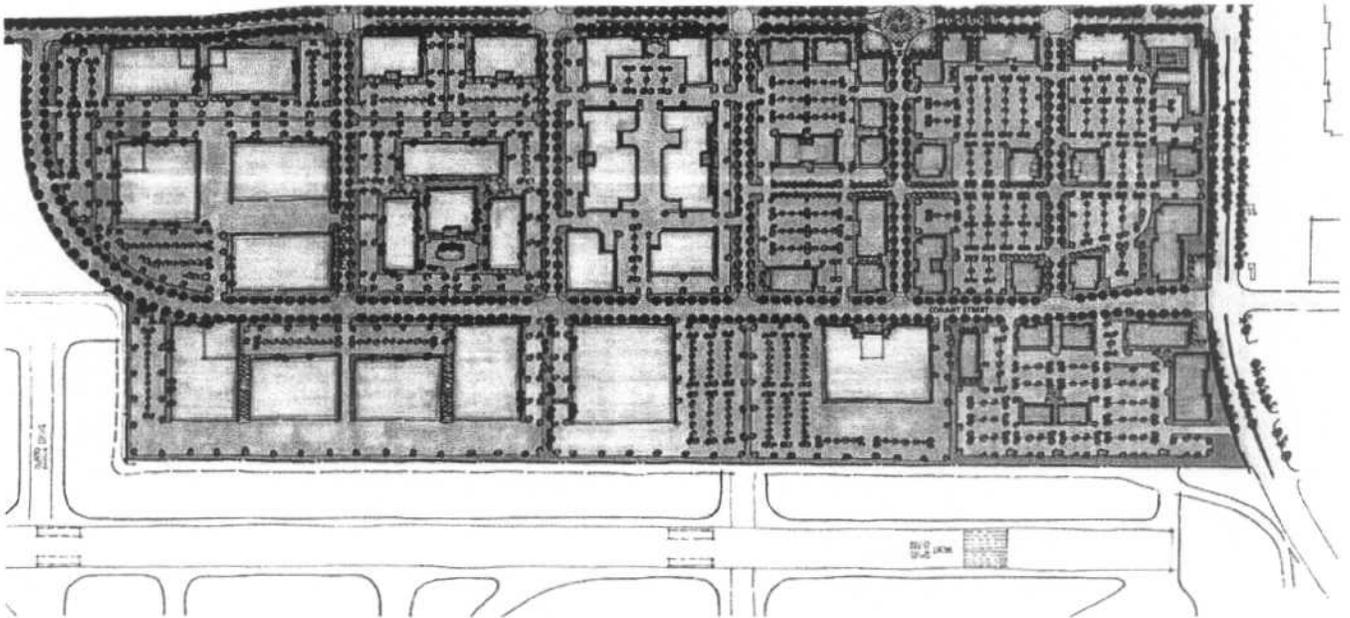


Figure 2: Illustrative Site Plan

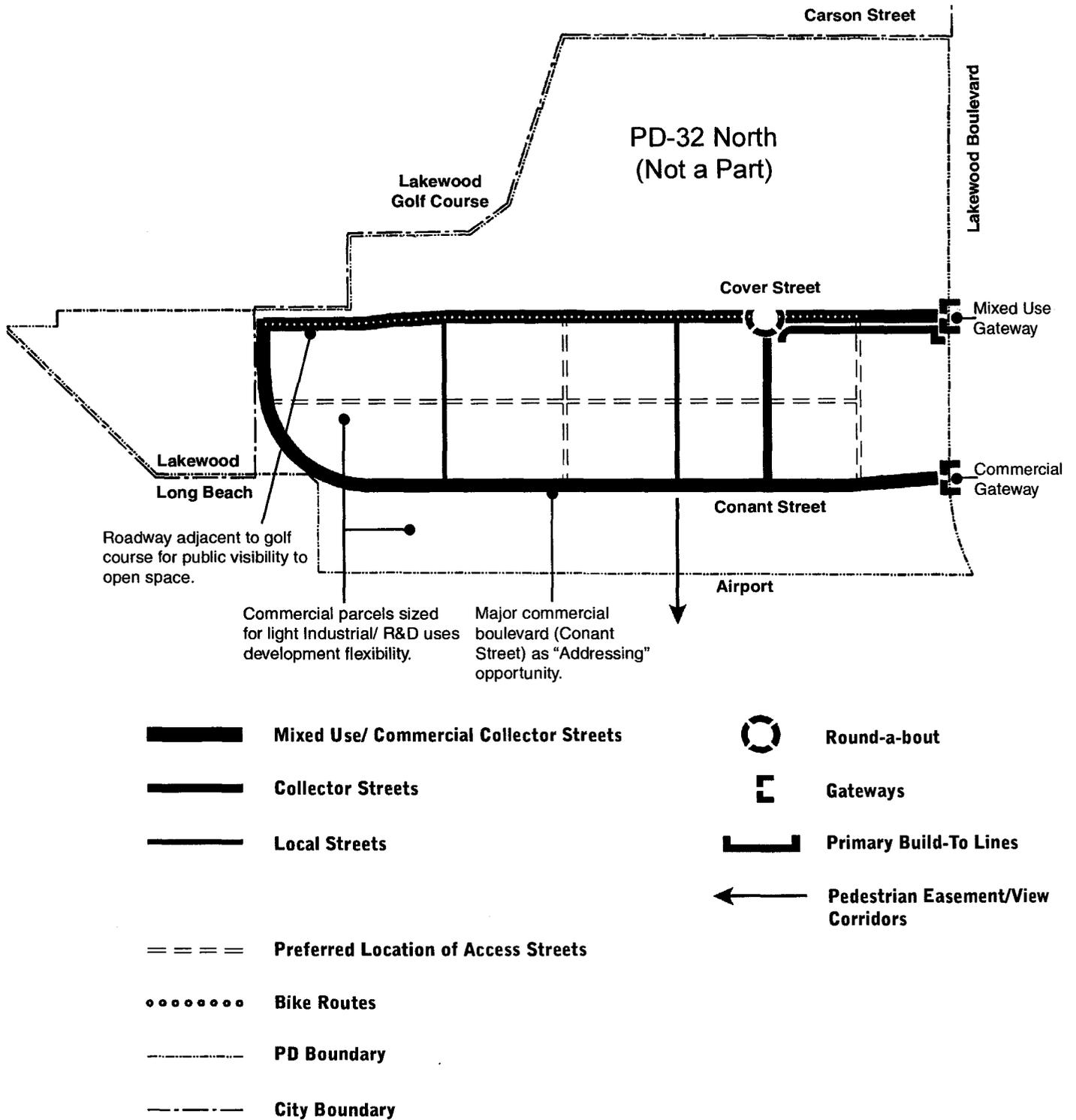


Figure 3 : Master Plan Principles Diagram

Guidelines - Division II
Public Realm Guidelines

SEPTEMBER, 2009



Public Realm Guidelines

Gateways

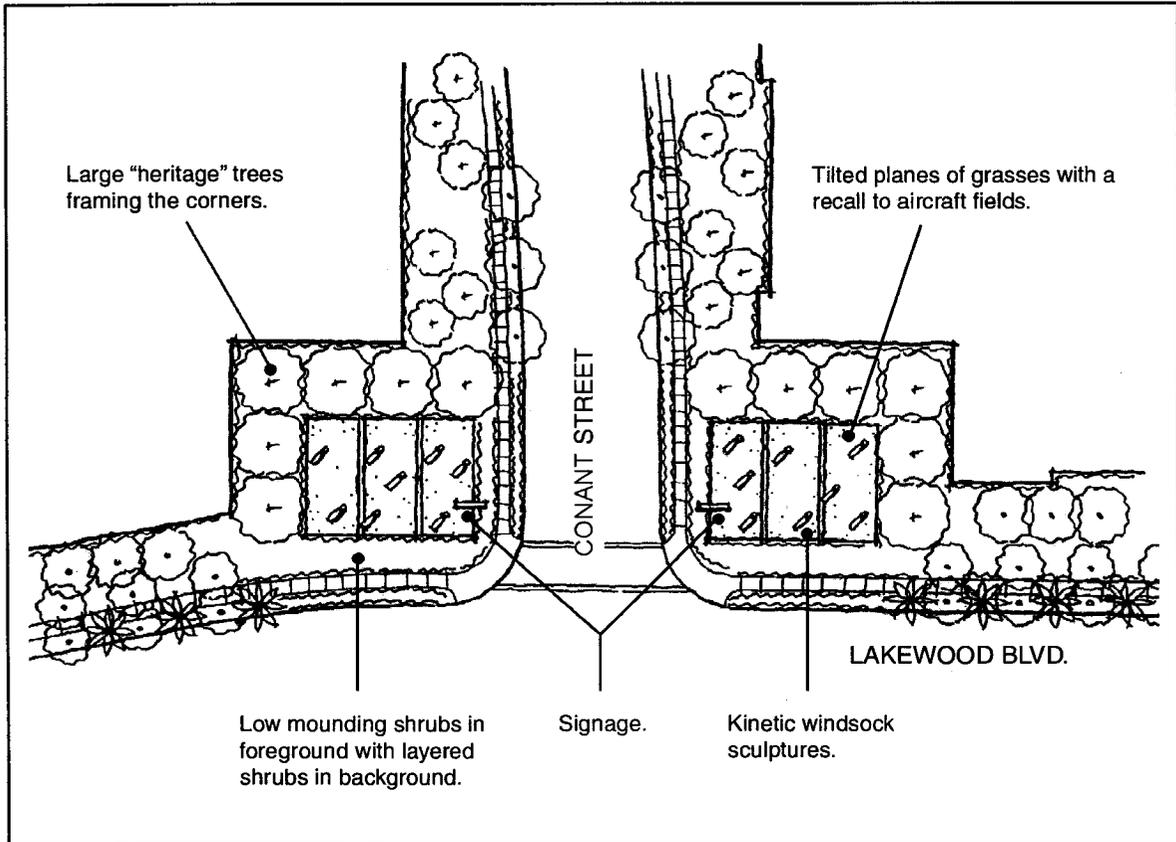
The gateways are an important element in establishing identity for Douglas Park. All major gateways will be designed to have a common design approach. Masses of large trees establish a framework within which the specific design of each gateway occurs. This “garden” design approach will allow flexibility for the uses associated with each gateway while providing a common link between all of them. Refer to the Master Plan Principals Diagram.

Commercial Gateways

The commercial gateway, at Conant Street and Lakewood Blvd., announces the arrival to the commercial portion of the site from the south and is the threshold into the commercial sub areas. This gateway establishes the character and quality for the rest of the project (See Figure 4).

The gateway design will include the following elements:

- Large “heritage” trees on each corner to establish a framework. “Heritage” trees are mature *Ficus microcarpa* ‘nitida’ which will be transplanted from the Douglas Park site.
- Kinetic windsock sculptures.
- Tilted planes of grasses with a recall to aircraft fields.
- Materials and finishes with a recall to industrial and aircraft manufacturing such as, cast concrete, steel beams, or riveted panels.
- Low mounding shrubs in foreground with layered shrubs in background.
- Project identity signage to reflect the character of the associated commercial, industrial, and aircraft manufacturing land uses. Please refer to Signage Guidelines in this Division.



This plan represents a potential design solution. The actual design may vary.

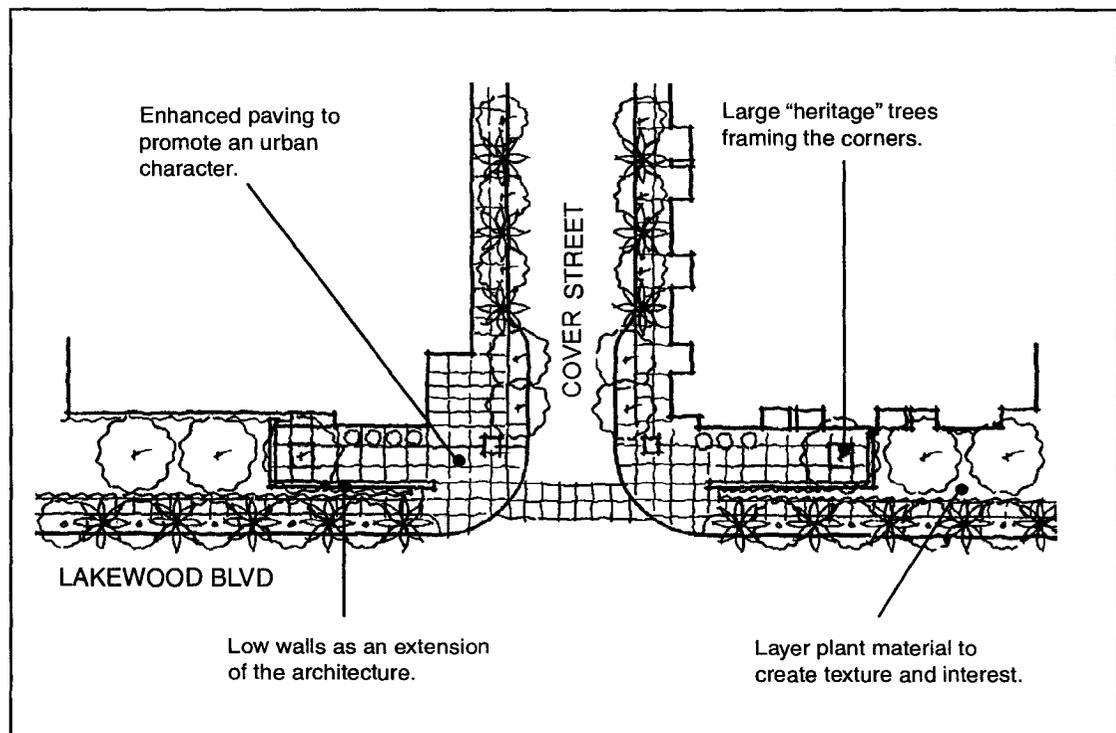
Figure 4: Commercial Gateway Plan

Mixed Use Gateways

The mixed use gateway is located at the corner of Cover Street and Lakewood Blvd. This gateway is a primary vehicular entrance into Douglas Park. Landscape forms should reflect an urban “main street” character and promote pedestrian connectivity. Design elements and signage should reflect the character of the mixed use zone and establish a strong visual connection into the site (See Figure 5).

The gateway design will include the following elements:

- Large “heritage” trees on each corner to establish a framework. “Heritage” trees are mature *Ficus microcarpa* ‘nitida’ which will be transplanted from the Douglas Park site.
- Low walls as extension of the mixed architecture to delineate plaza/ courtyard space.
- Layer plant material to create texture, depth, and interest.



This plan represents a potential design solution. The actual design may vary.

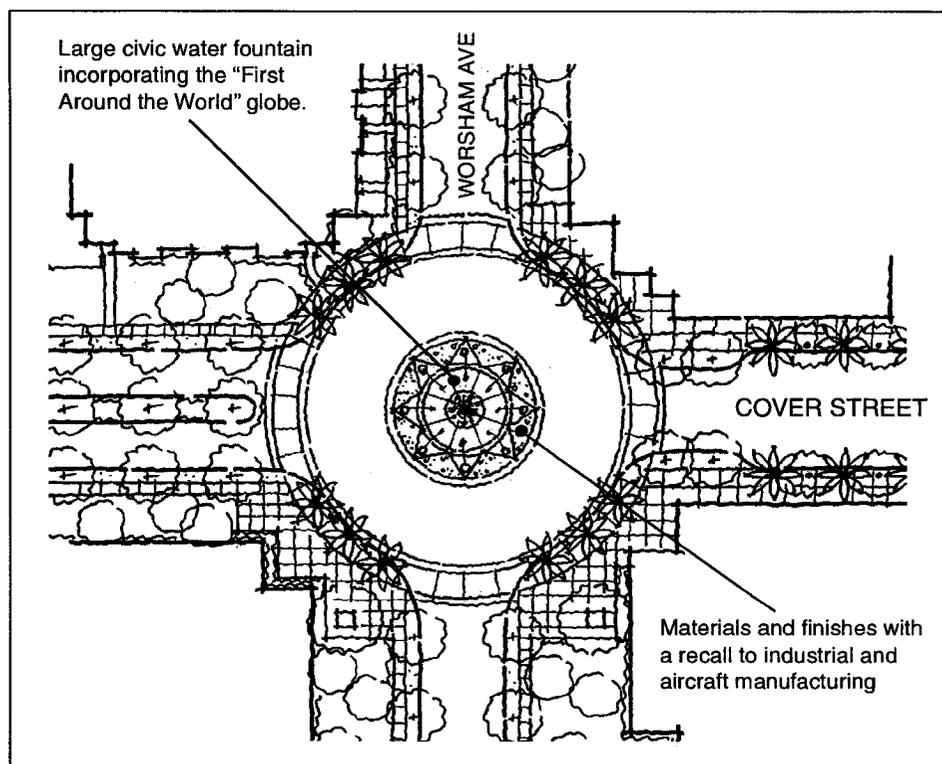
Figure 5: Mixed Use Gateway Plan

Round-a-bout

Located at the intersection of Cover Street and Worsham Avenue, the round-about is positioned at the meeting point of all three sub-areas. It is the “heart” of Douglas Park and will be designed to celebrate community pride and the site’s historical past by creating a strong sense of identity. It marks the end of the mixed use overlay zone and the edges of both the office and commercial zones. The round-about design will have an urban character and incorporate a patterned design with bold geometric forms (See Figure 6).

The round-a-bout design will include the following elements:

- Large civic water fountain incorporating a reproduction of the Douglas Aircraft “First Around the World” globe, which once stood at the entrance to the Douglas Aircraft Administration Building on Lakewood Blvd.
- Materials and finishes with a recall to industrial and aircraft manufacturing such as cast concrete and riveted panels.



This plan represents a potential design solution. The actual design may vary.

Figure 6: Round-about Plan

Perimeter Designs

There are two (2) perimeter edge conditions adjacent to PD-32: South, the southern portion of Douglas Park: Lakewood Blvd. and the Long Beach Airport. Each edge is different with regard to its use and relationship to commercial land uses at Douglas Park.

Lakewood Boulevard

The Lakewood Blvd. edge is intended to provide a consistent urban boulevard character adjacent to the commercial land uses at Douglas Park. (See Figure 7).

This perimeter design will include the following elements:

- Multiple height street trees designed to relate to pedestrian and vehicular scales, the adjacent architecture, and serve as an extension of Lakewood Blvd. landscape currently being implemented.
- Shrub and groundcover parkways.
- 6' Pedestrian sidewalk.
- Landscaped setback with layered screening shrubs and formal tree arrangements.
- Only low garden walls may be installed at gateways as extension of the architecture.
- Other perimeter walls and fences are strongly discouraged to enhance the more urban character of this boulevard edge.

Long Beach Airport

The Long Beach Airport edge is intended to provide security for the airport, mitigate undesirable views, and provide view corridor opportunities, where appropriate. In addition, there is a height restriction for the majority of this edge which limits landscape heights.

This perimeter design will include the following elements:

- Shrub and groundcovers at the base of the fence. (Where feasible).
- Chain link airport perimeter fence with vines.

Class II Bicycle Path

A Class II bicycle path provides a connection through the site along most of Cover Street. (See Figure 8.)

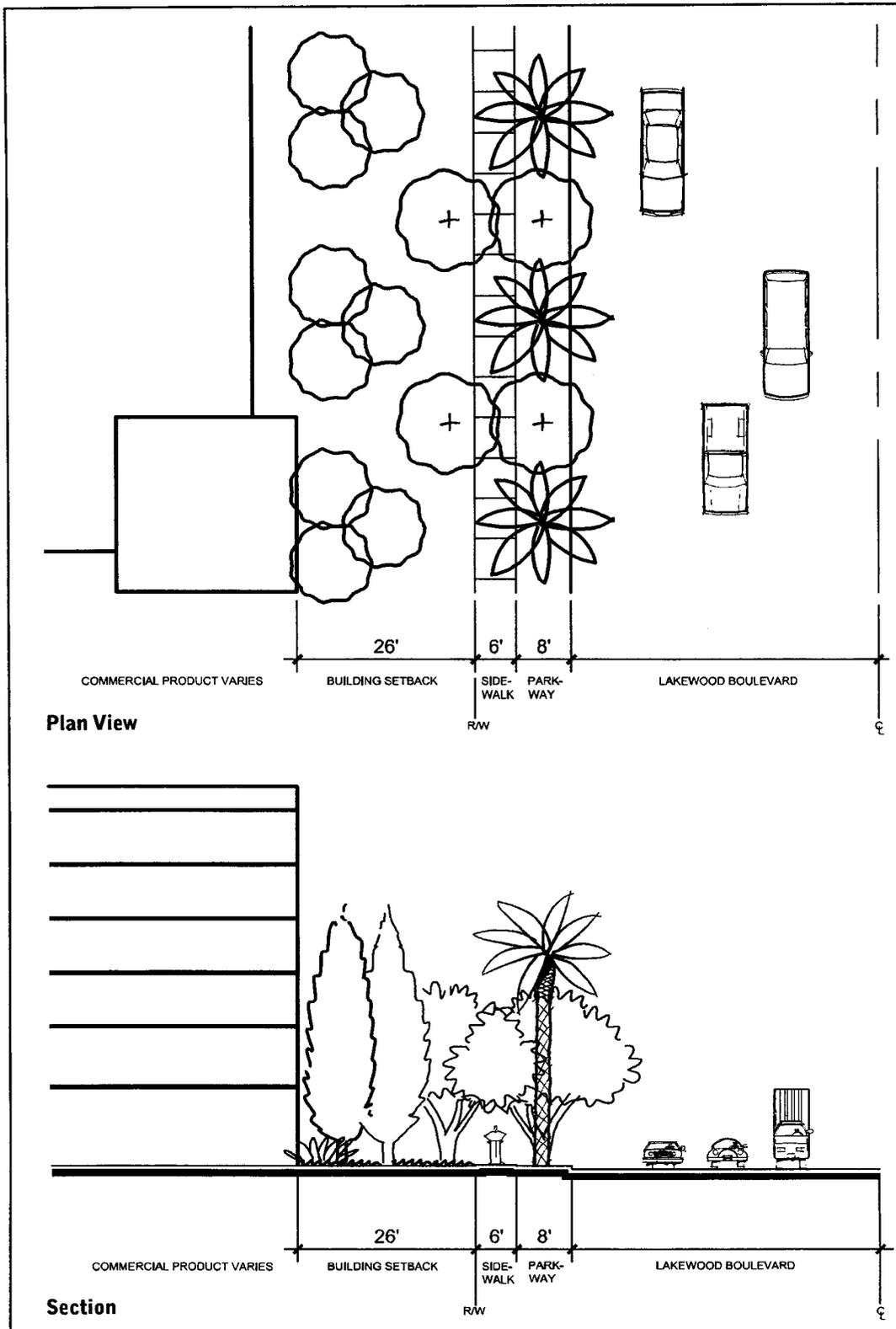


Figure 7: Lakewood Blvd. commercial.

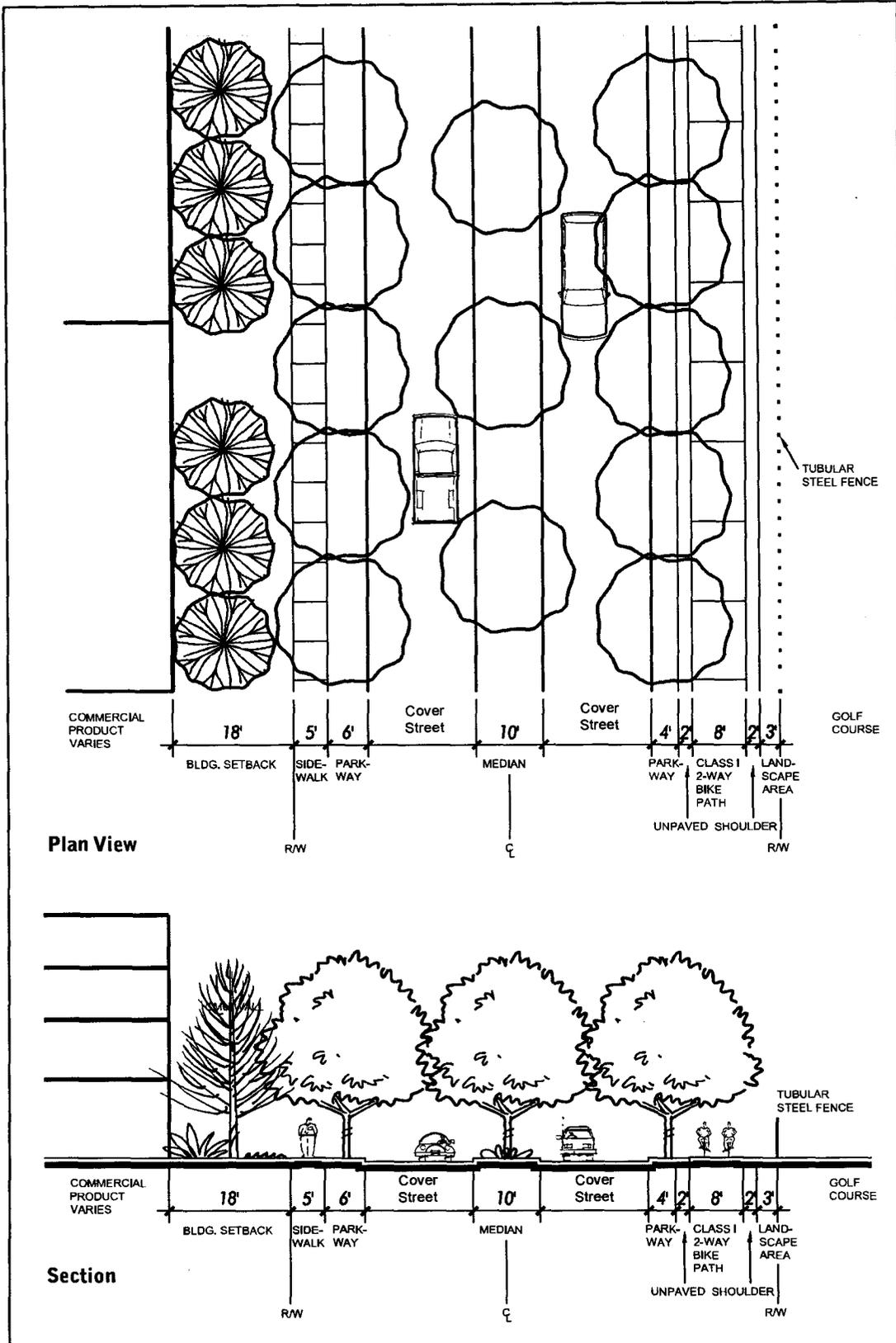


Figure 8: Bike path at Cover Street, west of Worsham Avenue .

Streets

The street right of way will be designed to recall the historic districts of Long Beach. A hierarchy of pedestrian and vehicular corridors has been established as the framework upon which Douglas Park is built. The continuity of the street character is essential in establishing a successful community and ensuring a safe pedestrian friendly environment.

Mixed-Use Street

The mixed-use overlay area will recall the character of a traditional “main street” and promote pedestrian activity while accommodating vehicular circulation and parking. This zone will be activated by retail uses and be animated and colorful. (Figs 9, 10).

The character of this street will be defined by the following elements:

- Street trees of regular upright form and spacing to create an urban character.
- Enhanced hardscape and sidewalk paving to establish quality (such as enhanced concrete or pavers at crosswalks and round-a-bout.)
- Bollards at corners to enhance pedestrian accessibility.
- Public art symbolic of the site’s history.
- Upgraded light standards, signage, and site furnishing with a pedestrian scale.
- Site furniture with an urban character, placed to promote social interaction.
- On-street parking.

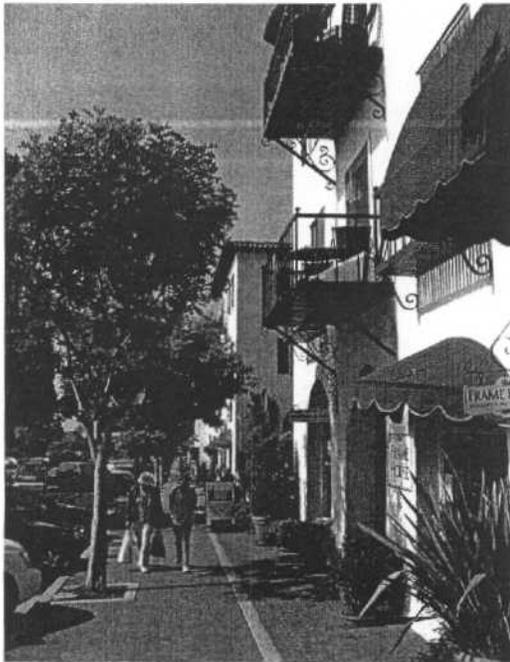


a : Street trees with regular upright form and formal spacing to create an urban character and bollards at corners to enhance pedestrian accessibility.

Figure 9 : Mixed Use Street Character Image



a : Light standards with a pedestrian scale.



b : Enhanced hardscape and sidewalk paving to establish quality.

Figure 10 : Mixed Use Street Character Images

Commercial Streets:

The commercial streetscape character will be simple and bold providing continuity through planting design. (See Figures 8, 11, 12 and 13).

The character of these streets will be defined by the following elements:

- Curb adjacent turf or groundcover parkways with evergreen canopy street trees.
- Required setbacks landscaped with screening shrubs and tree masses.
- Light standards, signage, and street furnishing with a contemporary style.



Curb adjacent turf or groundcover parkways.

Figure 11: Commercial Street Character Image



a : Landscaping to screen parking lots.



b : Required setbacks landscaped with groundcovers, screening shrubs, and tree masses.

Figure 12 : Commercial Street Character Images

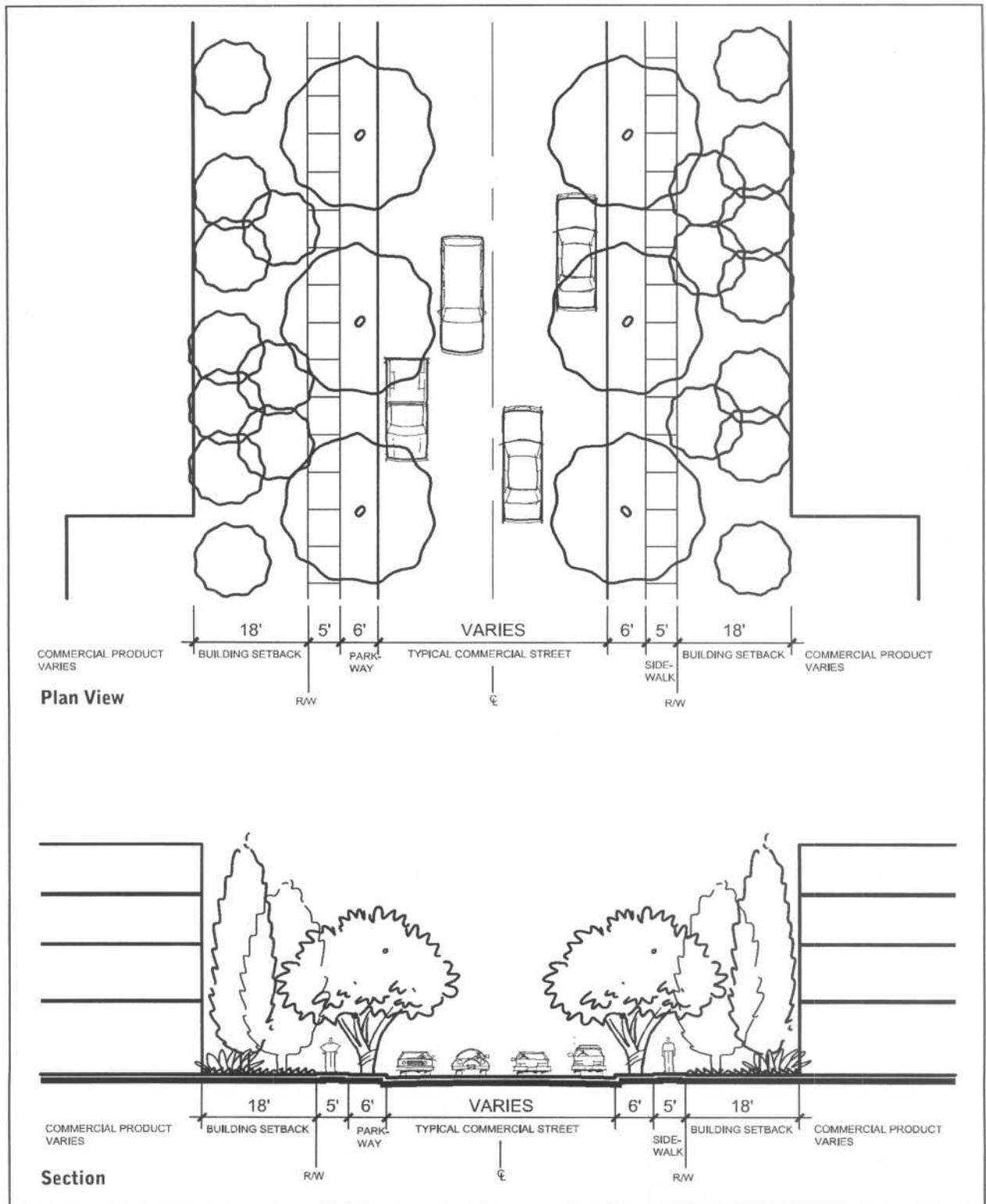


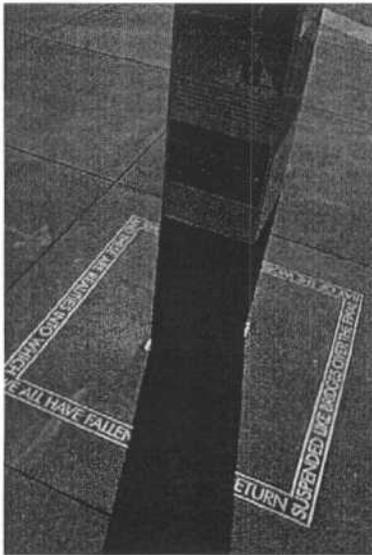
Figure 13: Typical north-south commercial street.

Public Art

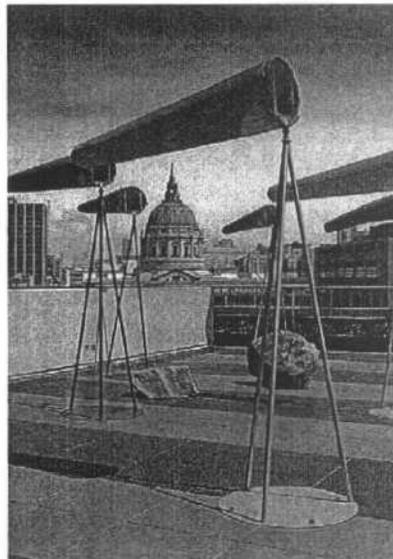
Public art will play an important role at Douglas Park. A public art master plan will be prepared by the Master Developer in conjunction with the first phase of development, which will identify the locations and designs of the public art for Douglas Park. The primary goal of the public art program is to embrace the site's historical and cultural significance by examining the products produced during the WWII and Jet eras, celebrating the "heros" who worked here, and recalling the landmark events that took place on this site. Inspiration for the art will come from the bold past of the Douglas Plant and the brilliant future of Douglas Park. (See Figures 14, 15).

The public art program may include the following elements:

- Fountains.
- Sculpture.
- Street Plaques.
- Concrete Stamps.
- Postcard, Poster, and Letter Tiles.
- Interpretive Pylons.
- Bronze Footsteps.
- Engraved names.



a : Interpretive Pylons.



b : Windsocks

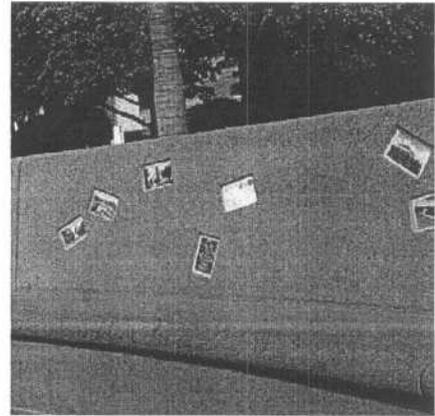
Figure 14 : Public art Images

Signage

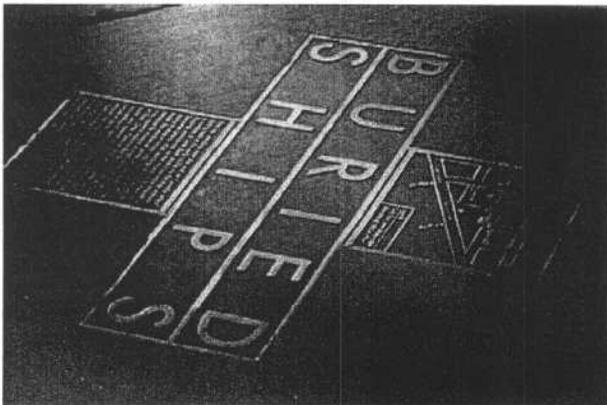
Signage will play an important role in the identity of Douglas Park. A signage master plan will be prepared by the Master Developer in conjunction with the first phase of development. A primary goal of the signage master plan will be to establish quality sign design appropriate for the context of Douglas Park and materials. Signs which are visually “loud” are discouraged. Signs must comply with the minimum standards set forth in the Long beach Municiple Code (LBMC Section 21.44.105).

The signage master plan should address the following types of signage with emphasis on quality materials, methods of illumination, and design.

- Project identity signage.
- Vehicular and pedestrian directional signage.
- Park signage.



c : Postcard, Poster, and Letter Tiles.



a : Street Plaques.

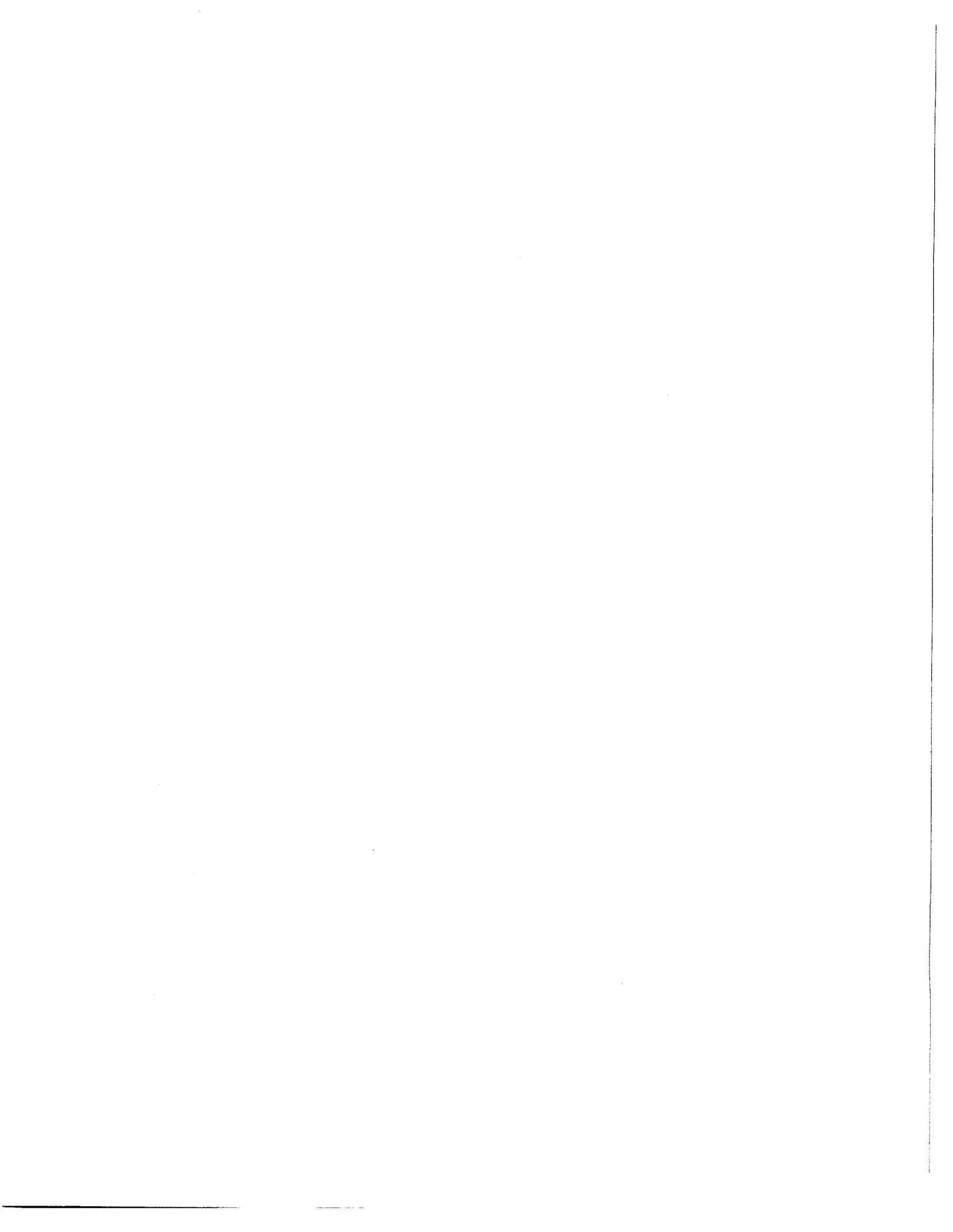


b : Engraved names

Figure 15 : Public art images

Guidelines - Division III
mixed-use overlay zone guidelines

SEPTEMBER, 2009



MIXED-USE OVERLAY ZONE GUIDELINES (Sub Area 7)

Located at the southern interface of the mixed-use gateway (Cover) street, this district is envisioned to include a variety of commercial uses designed to contribute to the pedestrian activity in this location. The architectural and urban design character for this district should be non-uniform, and should include varied architectural scale and rhythm through the use of restrained massing relief; variety of ridge lines and parapet heights; and variety of materials and colors to create the desired feel of a commercial village. Ground floor spaces are encouraged to include tall structural floor to floor heights to further promote the viability of commercial uses through enhanced signage opportunities and appropriate interior volumes within lease spaces.



Figure 16 : Mixed Use District - Office over Street-Level Retail

Mixed Use Commercial District (Sub Area 7, South Side of Cover Street)

Although primarily intended for retail uses, this district may include other uses such as office, hospitality, athletic clubs, restaurants and community facilities. Store-front architecture is strongly encouraged along the two-block mixed-use zone. Multi-level buildings featuring ground floor retail uses with office or additional commercial activity above are preferred (See Figures 16 and 17). Build-to lines will be mandated to assure the urban design experience of this zone. Step-backs will be required to relieve vertical massing. Building scale should be designed to complement adjacent mixed-use improvements. A variety of heights, architectural styles, materials and colors may be permitted.

Pedestrian-serving commercial activities including retail, restaurants, hospitality and general office space are strongly encouraged within development areas immediately south of the mixed use gateway (Cover) street. These areas should feature pedestrian linkages and building placement and orientation that will encourage connections to adjacent commercial development to further enliven the area. The density and heights of proposed buildings within this district are permitted to be of the greatest intensity within PD-32 in an effort to further create the fabric of an active urban center.

Commercial development activity fronting Cover Street west of Worsham Avenue is anticipated to include less urban patterns. The street section in this area includes a median in addition to parkway landscaping to provide a degree of separation between the proposed land uses. Such uses as “research and development” facilities, light industrial and distribution need not adhere to build-to principles and may be designed with parking facilities adjacent to Cover Street in order to achieve greater setbacks. Site planning concepts for such commercial uses should be sensitive to locations of service docks and other such activities in order to reduce visual impacts from adjacent rights-of-way.



Figure 17 : Mixed Use District - Streetscape Images

Ground Floor Uses

In order to seek and reintroduce building types that have made traditional American neighborhoods convenient, walkable, and attractive; the mixed use zone is envisioned as a place where shops and other pedestrian-oriented uses address the street and are accessible from it. (See Figure 19).

- Locate the primary entrance for all ground level uses from Cover Street directly.
- Maximize storefront glazing and openness. (Refer to PD-32 standards for Display/Clear Window Requirement as well as Figure 18 below).
- Vacant spaces shall have store-front displays which conform to a city-approved decorative window display program. No blank windows or back-painted glass shall be allowed.
- “Shadow” art galleries, historical displays, artist studios, back office uses or sales offices may be allowed as temporary transitional uses.
- Eye-level displays, outdoor seating and special wall treatment to enhance visual interest and pedestrian-area vitality are desired.
- Common amenities should not be located along ground floor commercial areas. Instead, uses such as health clubs are ideally suited to second floor view

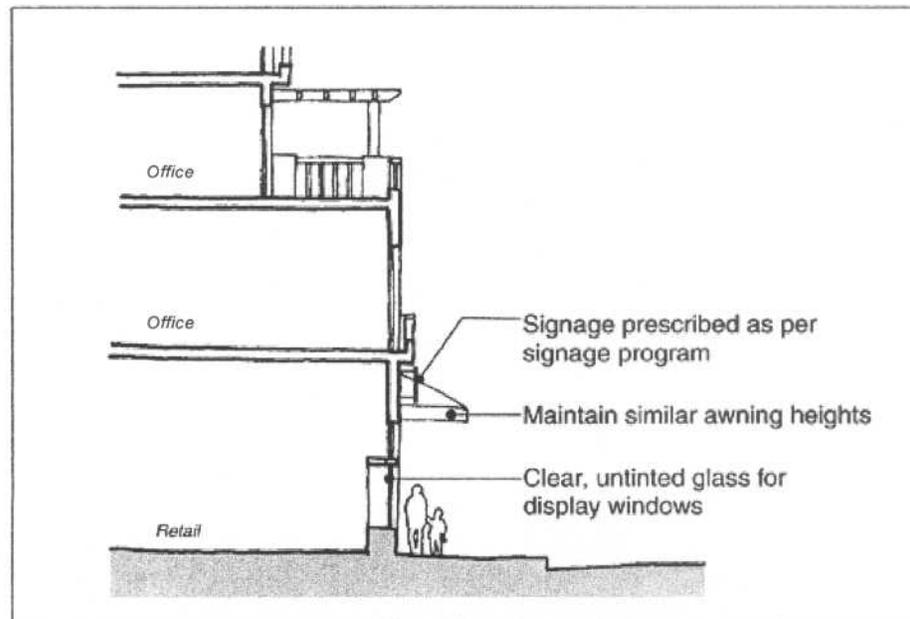


Figure 18 : Mixed Use District - Street Frontage Character



Figure 19 : Mixed Use District - Ground Floor Uses

area overlooking street. Ground floor should be maximized for commercial and pedestrian-serving uses.

- Minimum floor to floor height for ground level uses will be 16 feet to provide meaningful usable space. Mechanical equipment and other systems should be designed to provide a minimum ceiling height of 12 feet.
- Outdoor dining, kiosks, benches and other street furniture are encouraged to enhance street activity and interest.
- Conform signage to LBMC Standards. Encourage blade signs and other pedestrian-oriented types of signage

Massing & Form

“Main Streets” are characterized by the aggregation of multiple buildings and facades rather than the development of monolithic structures.

- Variations in massing are encouraged, but they should relate to structural systems and interior space and not be cosmetically applied.
- False fronts and parapets are not permitted.
- Required stepbacks should be used to create varied scale and massing at upper levels. (See Figures 20 and 21).
- Special building massing elements such as towers should be used to highlight and frame street gateways. (See Figures 20 and 21).
- Corner architectural features such as clock towers are encouraged at the intersection of Cover Street with Lakewood Boulevard and Worsham Avenue. (See Figures 20 and 21).

Fenestration

Frequent entrances and display windows help establish visual and functional connections to the public street, and create an active walking environment.

- Maximize storefront glazing and openness.
- A minimum of 60% of the linear length of the façade fronting Cover Street should contain display windows and entrances.
- Clear, untinted glass should be used throughout.

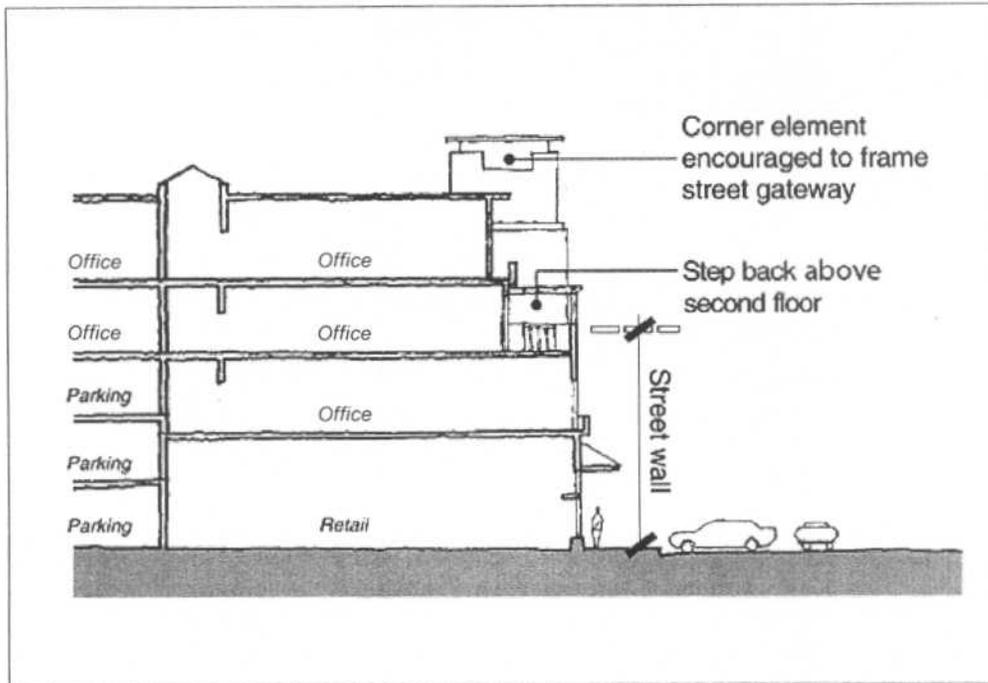


Figure 20 : Mixed Use District - Use and Massing Issues

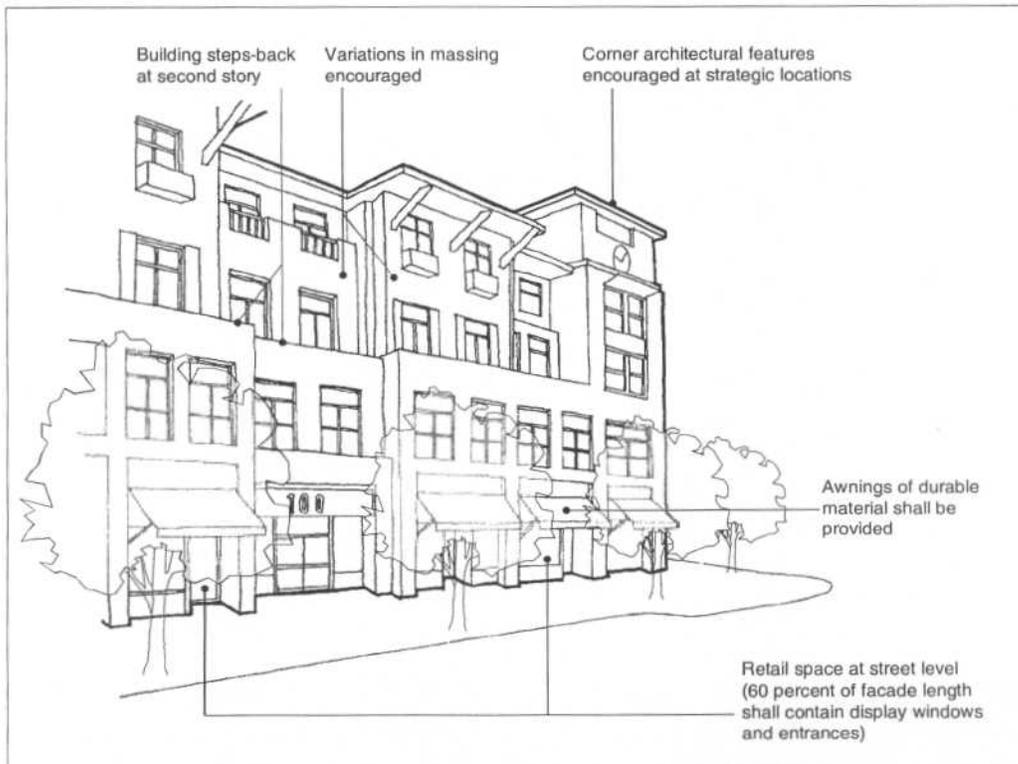


Figure 21 : Mixed Use District - Massing, Facade Treatment and Fenestration

- Illuminate display windows at night to encourage pedestrian-area vitality.
- Security grilles should be avoided. In exceptional cases, and only through site plan review, such grilles will be accepted provided that they are architecturally interesting and are placed inside the building behind the display areas. (See Figure 18).
- Metal and/or glass canopy elements are encouraged. (See Figures 18 and 21). If provided, fabric awnings should be made of durable commercial grade fabric or other similar material with a single color matte finish. Awning supports should be coated metal or other non-corroding material.

Facade Treatment

- Differentiate ground level facade from upper levels.
- Large expanses of storefront glazing and display are encouraged on the ground level. Solid elements such as piers and columns should include richly textured materials such as stone, tile, and upgraded masonry to enhance pedestrian scale. (See Figure 22).

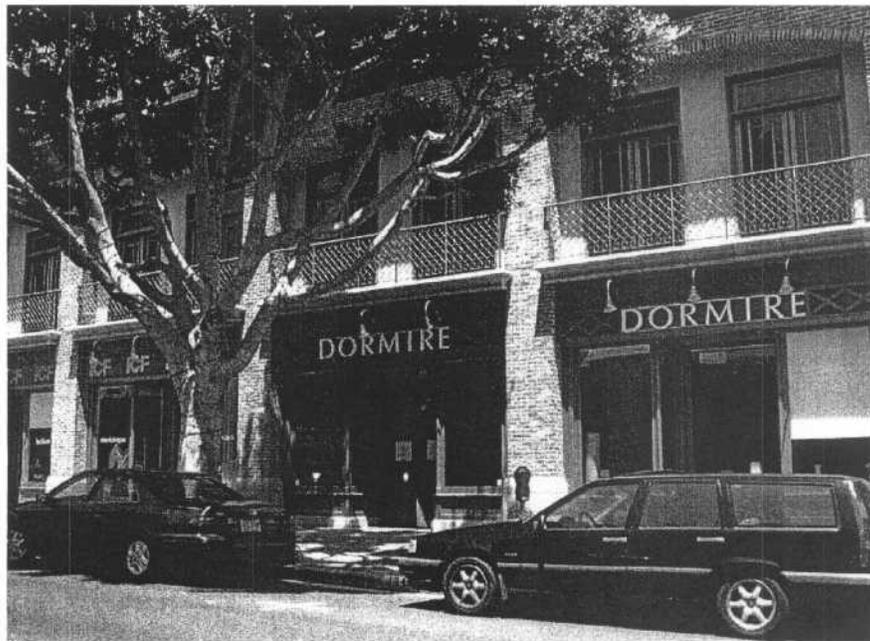


Figure 22 : Mixed Use District - Facade Treatment & Fenestration Conditions

- The facade of the commercial uses above the ground floor on the south side of the street should avoid monumental and monolithic treatment – compatibility with the other buildings across the street is desired.

Parking/Service

Provide access to parking while maintaining pedestrian friendliness and walkability.

- Parking should be screened and invisible to the public right-of-way.
- Parking structure entrances from secondary streets should be designed to be subordinate/ secondary to main pedestrian entrances and to the overall project image.
- Parking should not disrupt the quality of common spaces and pedestrian environments.
- Trash should be stored in enclosures that are architecturally compatible with the project and easily accessible to trash collection trucks.
- Utility meters, transformers, and other service elements should be concealed from public view.
- Semi-subterranean garages and above ground level garages should be designed as an integral part of the project, and with the same care and design attention as the buildings they serve.
- Loading areas and service facilities should be located as far as possible from public view and should be completely screened.
- Parking structure lighting should be appropriately shielded from pedestrian-intensive areas.
- Service areas should not be visible from public areas. Separate service areas (for delivery, trash and recycling) should be provided for commercial uses.

Landscape Guidelines

Landscape is minimized in this zone to promote an urban character. The intent is to reinforce the “Main Street” character of the mixed use zone.

Landscape guidelines that apply to the Mixed Use Overlay zone areas are as follows:

Paving

- Enhanced paving, such as architectural concrete, is encouraged to promote an urban character. (See Figure 23).
- Colors and finishes shall relate to the building architecture and adjacent streetscape paving.
- Encouraged materials include: colored and textured concrete, pavers, and stone.
- Finishes imitative of other materials, such as, stamped concrete are discouraged.

Planting

- Potted plants with a “main street” urban character are encouraged.
- Planting areas, other than tree wells, on grade with trees, shrubs, and ground covers are discouraged to promote an urban character.

Maintenance

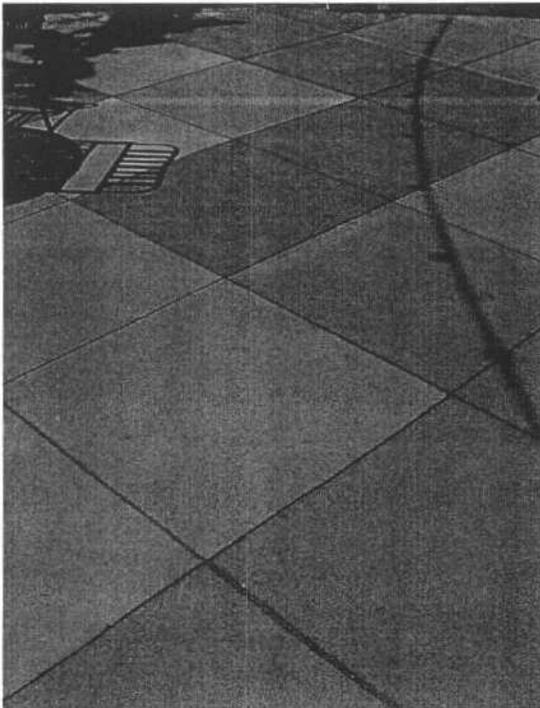
The intent of the maintenance guidelines are to encourage a safe, clean, and healthy condition at all times.

- Trees should be maintained to allow for proper light distribution of adjacent light standards.
- Maintenance such as weeding, fertilization, mowing, pruning, light fixture maintenance, irrigation system maintenance, and trash removal shall occur on a regular schedule.
- Light fixture maintenance and trash removal shall occur on a regular schedule.
- Dead or poorly performing potted plant material is to be replaced once it is discovered.
- Graffiti shall be removed or painted out within in 24 hours.

Screening

Screening of visually undesirable objects is required. These items should be integrated into the building/site design and not addressed as afterthoughts. Careful design consideration should be taken into account to prevent hidden areas from encouraging criminal activity. Lighting should be installed in these areas. The below items must be screened from off site views:

- Mechanical equipment such as air conditioners.
- Equipment such as backflow preventers and controllers.
- Utilities such as transformers and meters.
- Trash containers.
- Parking areas and parking garages.



Enhanced paving, such as architectural concrete, is encouraged to promote an urban character.

Figure 23 : Mixed Use District - Paving Images

Exterior Lighting

The intent of the lighting criteria is to provide safety while enhancing the night time urban character.

- Lighting should be provided at all building entrances.
- Glare should be minimized.
- Architectural detail and landscape accent lighting is encouraged to create identity for mixed use zone.
- Exposed fixtures should be selected to relate to the associated building architectural character.
- Building accent lighting is encouraged to create a pedestrian friendly evening ambiance to the street.

Signage

The intent is to promote an urban character through quality sign design and materials. Signage shall be designed in context of adjacent architecture and the “Main Steet” character of the mixed use overlay zone. Signs which are visually “loud” are discouraged. Signs must comply with the minimum standards set forth in the Long beach Municipal Code (LBMC Section 21.44).

A sign program shall be created for the mixed-use area to address the following issues:

- Pedestrian orientation
- Quality signage with a “boutique” character
- Sign materials and method of illumination

Guidelines - Division IV
commercial/industrial guidelines

SEPTEMBER, 2009

COMMERCIAL/INDUSTRIAL GUIDELINES (Sub Areas 7 and 8)

Mixed Use Commercial District (Sub Area 7)

Refer to the guidelines specified in Division III: Mixed Use Overlay Zone Guidelines which apply to those parcels fronting the southern edge of Cover Street, between Lakewood Boulevard and Worsham Avenue.

Commercial Gateway District

Located at the southerly entrance to PD-32 from Lakewood Boulevard, the "Commercial Gateway Street" (Conant Street) is designed to constitute a primary "address" street for the commercial development zone. This four-lane road with enhanced parkway landscaping is envisioned to extend commercial traffic and identity into portions of the site that are currently inaccessible from local roadway patterns.

Buildings located adjacent to Conant Street should orient to and build to the setback line to create an urban character. Development parcels near Lakewood Boulevard are anticipated to include buildings with the greatest level of height and intensity. If parking structures are proposed within project-specific developments, views from public streets should be screened.

Primary or secondary access to building lobbies is encouraged to link directly to public roadways in order to promote pedestrian activity. In addition to holding visual continuity along Conant Street, buildings should be clustered to form plazas and other such semi-public spaces to add relief and interest to the overall streetscape.

Commercial District

Development activity in the areas west of Worsham Avenue shall include a range of uses. Public streets with parkways and sidewalks will continue the urban design patterns initiated in other portions of the site. Building heights are expected to decrease in magnitude in these areas. Truck docks and service activity should be buffered from view through landscaping and building orientation.

Orientation

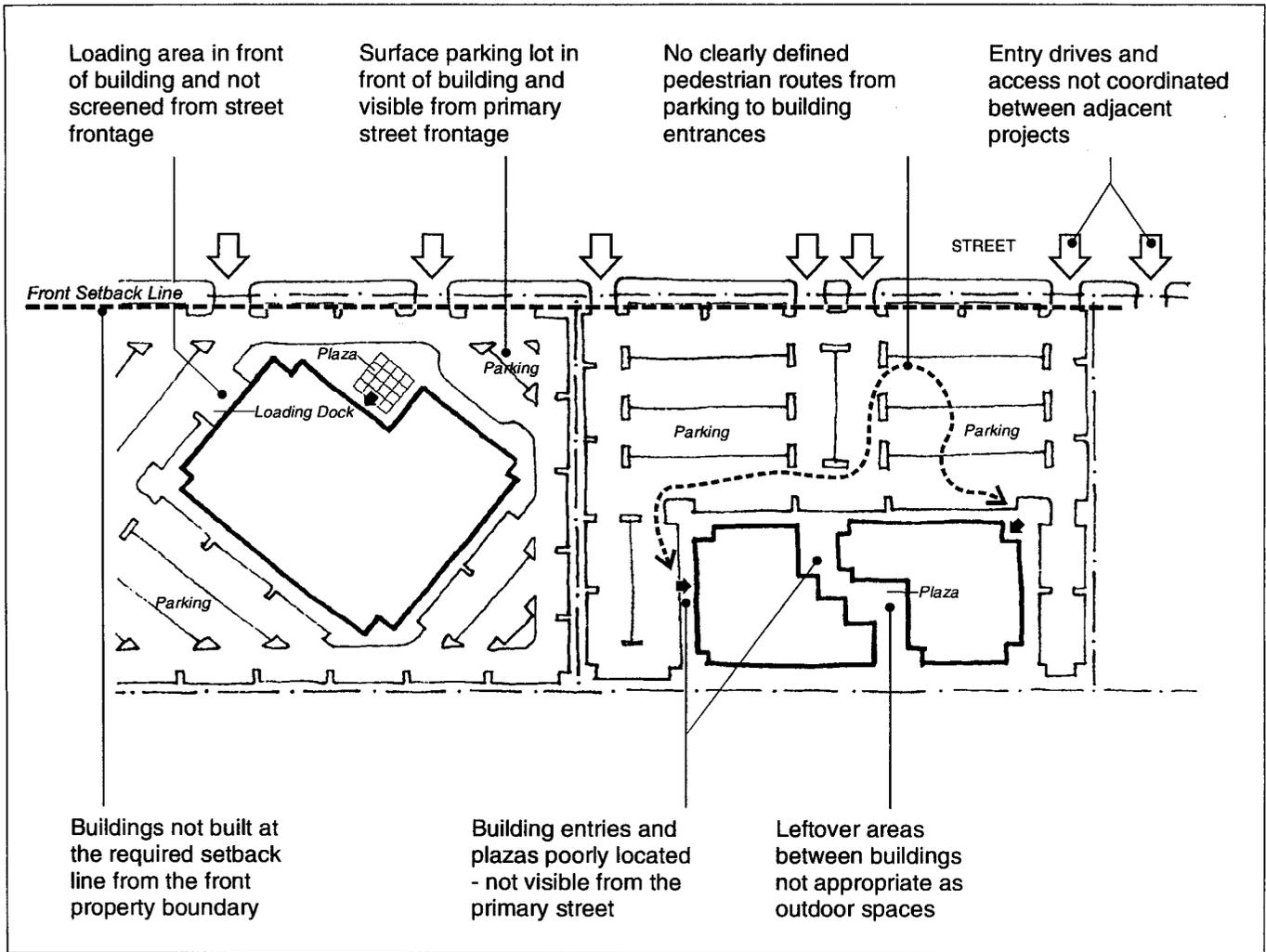
Buildings throughout the commercial and industrial areas should strive to reinforce the public street edges, rather than creating building islands surrounded by parking. (See Figures 24 and 25).

- Orient front building facades parallel to the street, and directly at the required setback line of the front property line in order to reinforce the street edge. (See Figures 24 and 25).
- Locate building entries, plazas, and pedestrian-oriented uses along the primary streets. (See Figure 25).
- Spaces between buildings should be used as outdoor rooms and should not be thought as leftover areas. Frame public gathering spaces and other usable spaces by buildings.
- Multiple buildings on a site should be clustered around a common landscaped open space to avoid unorganized sprawl.
- On commercial buildings locate outdoor eating areas/café seating for employees along public streets or in courtyard settings that reinforces the public realm.

Access

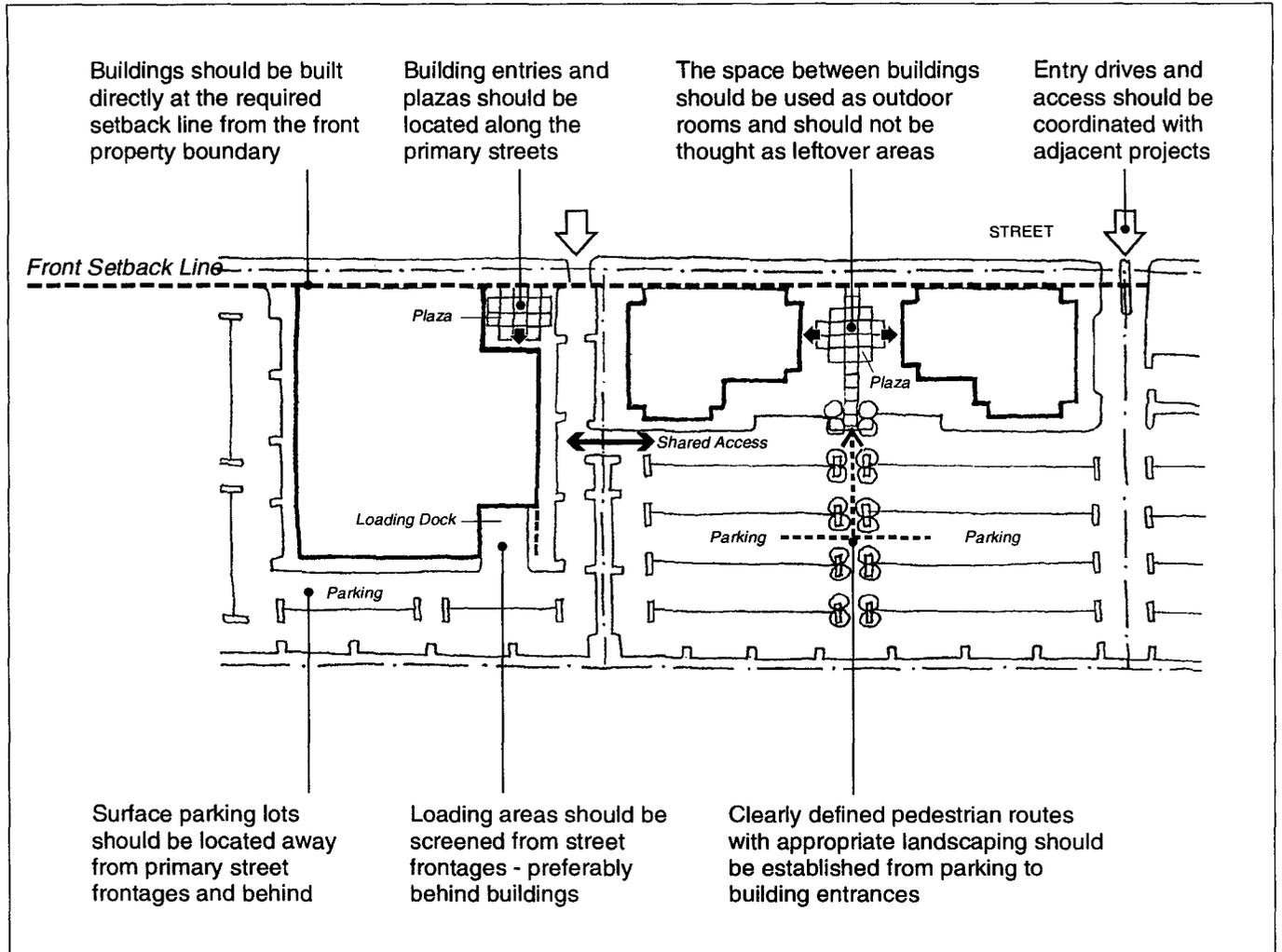
Provide access to parking while maintaining pedestrian scale and walkability.

- Car and pedestrian entries to a site should be separated, and clearly defined. Pedestrian walkways should be a minimum width of 4 feet clear and should be protected from driveway by a 6 inch curb.
- Entry drives, and internal driveways should be located to reinforce the public street grid. Meandering driveways and internal roads are not desirable.
- Coordinate entry drives and access ways with adjacent projects in order to minimize disruption of landscaped street edges and conflict with pedestrian use of sidewalks. (See Figure 25).
- Clearly define pedestrian routes from parking to building entrances by special landscaped walkways – pedestrian crossing of parking aisles should be minimized. (See Figures 24 and 25).
- Provide direct access from side streets to building entryways.
- In order to promote walkability, pedestrian linkages to the retail section of Cover Street should be provided.



UNACCEPTABLE

Figure 24 : Commercial Districts - Access, Orientation and Site Planning (Undesirable Conditions)



ACCEPTABLE

Figure 25 : Commercial Districts - Access, Orientation and Site Planning (Desirable Conditions)

Parking / Service Areas

Parking and service areas should be designed as integral parts of building they serve, and should be located to minimize visual impacts from the public right-of-ways.

- Parking lots should not be the dominant visual element of the site. Parking should be broken down into multiple smaller lots, separated by landscaping and buildings.
- Relegate parking to the rear and side of buildings. (See Figures 24 and 25).
- Parking aisles or spaces should not directly abut a building - provide a 4 feet wide minimum pedestrian walkway.
- Screen parking lots and garages from primary streets by proper site planning, and secondarily through the use of landscape screening. (See Figure 26).
- Appropriately shield parking lighting so as not to spill over into adjacent uses.
- Design parking lighting to preclude direct glare of lights onto adjoining properties or streets. (See Figure 26).
- Do not locate loading facilities at the front of buildings. Such facilities are more appropriate at the rear of the site. (See Figures 24 and 25).
- Loading areas should not be visible from public streets. Screening should be complete and should be integrated with the design of the building. (See Figure 27).
- Screen loading facilities through a combination of solid masonry walls and landscaping. (See Figure 27).
- Avoid placement of utility elements along the front setback. When transformers are unavoidable in the front setback area, they should be placed underground or screened by walls/landscaping – access to such utilities should be integrated as part of the screening strategy.
- Shared parking with parks and other public uses is encouraged.

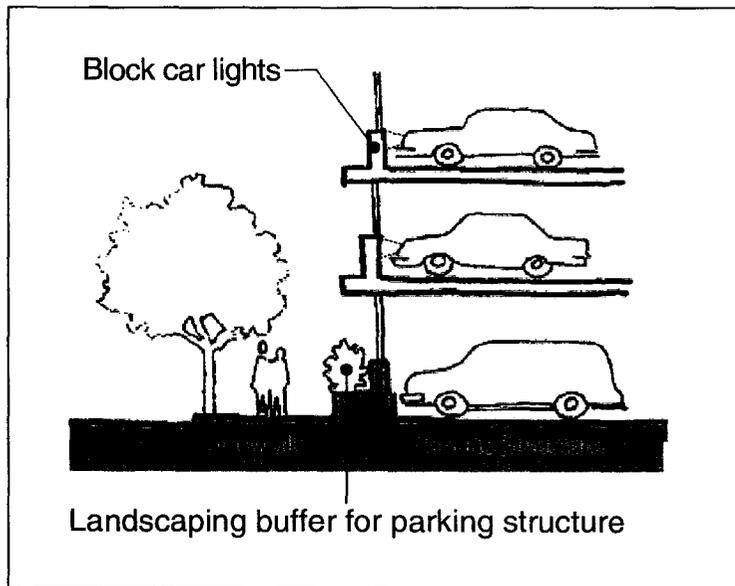
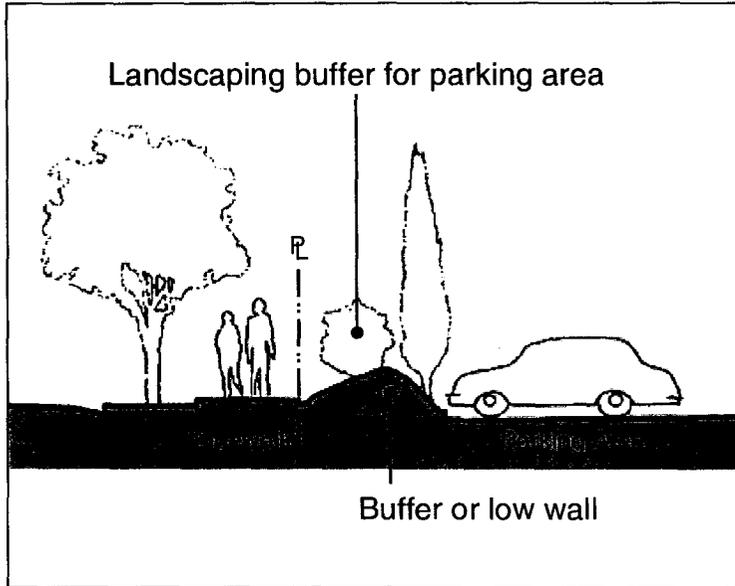


Figure 26 : Commercial Districts - Screening Parking from Public View

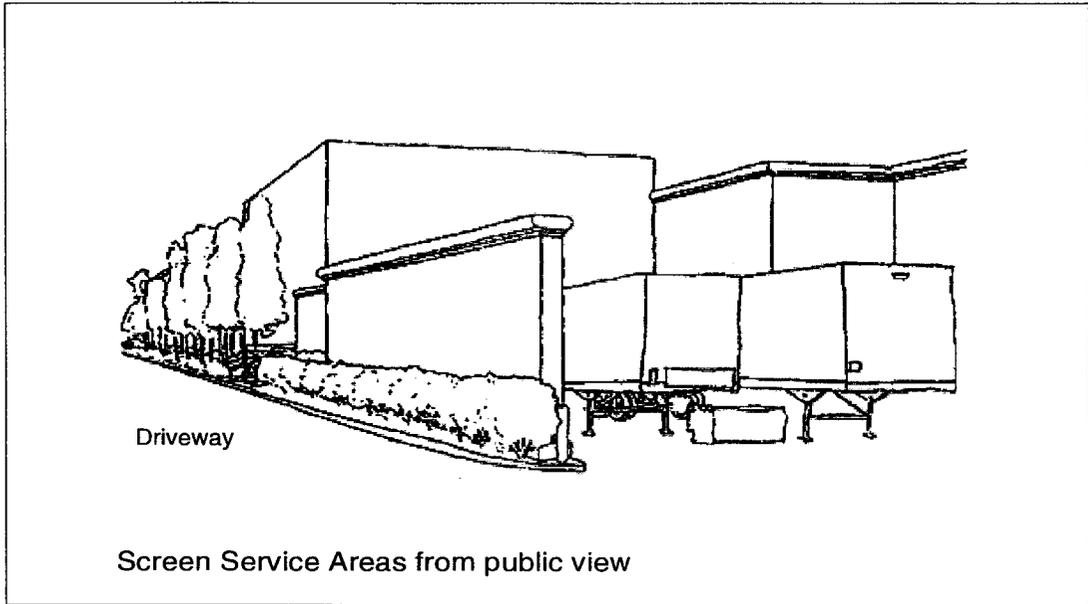
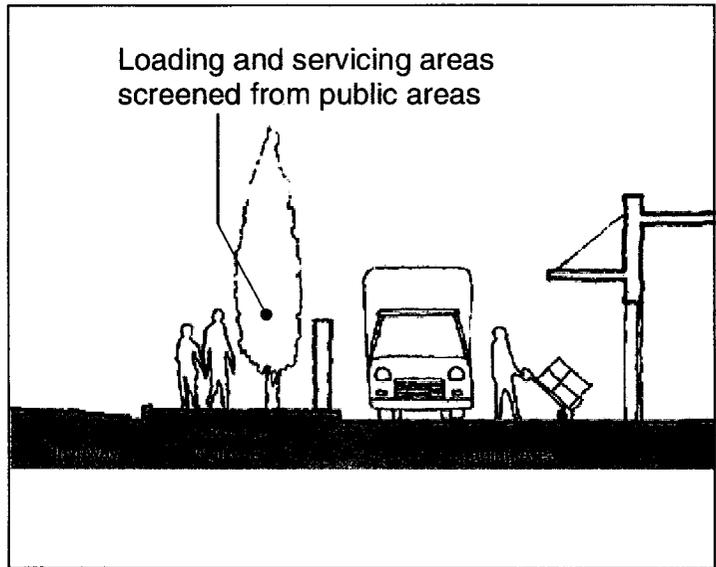
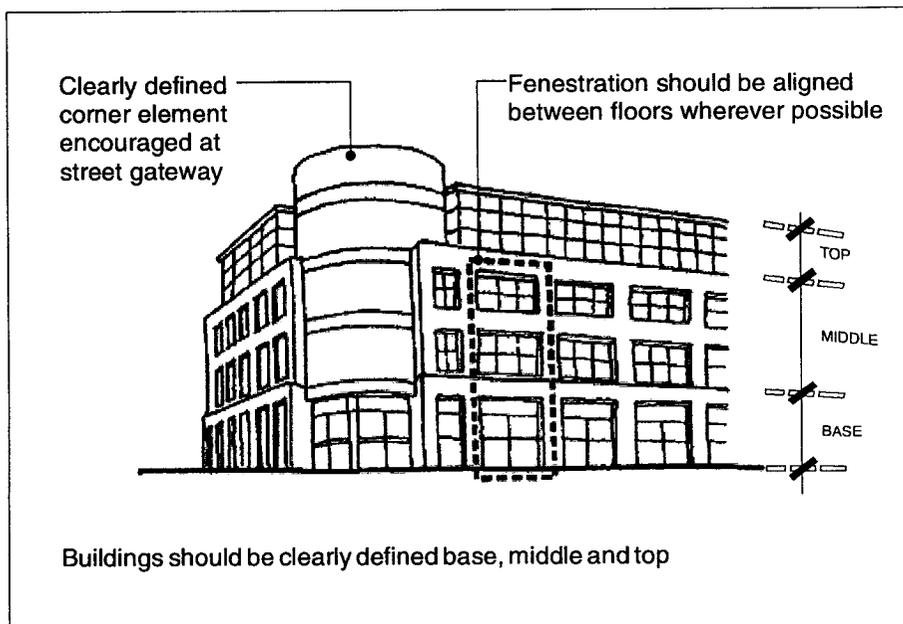


Figure 27 : Commercial Districts - Screening Service Areas from Public View

Architectural Design

While there is no specific architectural style being promoted by these guidelines, a commitment to lasting and durable buildings is a primary intent. The history of the place as an aircraft manufacturing site should also be used as a source of inspiration in terms of a modern architectural vocabulary.

- Projects should use a unifying vocabulary of forms and architectural elements that reflect a contemporary style.
- Building entrances should be clearly defined and articulated. (See Figures 30, 38a.)
- Projects should provide human scale architectural features such as arcades, texture, and upgraded materials in areas of pedestrian activity.
- Courtyards, arcades and intimate spaces as a way to break down mass are encouraged. (See Figure 31.)
- Visual interest should consist of articulation of facades, changes in plane, stepbacks, and use of materials. Paint does not constitute articulation. (See Figure 30).
- Facades wider than sixty feet (60') should be designed with a modular expression that breaks the facade scale to a width of thirty feet (30') or less.
- With the exception of warehouse buildings, unbroken volumes not desirable.



Visual interest should consist of articulation of facades, changes in plane, stepbacks, and use of materials.

Figure 28 : Commercial Districts - Building Massing

- Articulate building forms by varying roof heights and wall planes in a way that is integral to a building's interior volumes and structure. Additional height in certain areas for architectural features such as corner and entrance elements is encouraged.
- Buildings above four stories should have an expressed base, middle and top as part of the architectural composition, as a way to reduce the apparent height and promote pedestrian scale. (See Figure 28).
- Roofs should not be designed as attention-getting devices. Simple, roofs are encouraged.
- Stairways, elevators and similar architectural elements should be integral to the overall architecture – not afterthoughts.
- The appearance of doors and windows are critical elements in the design of buildings. High quality materials, proper placement and the use of recesses should be included in the selection and design of such elements.
- Screen all mechanical equipment for the building with architectural screening elements at least as high as the equipment being screened.
- Hide mechanical equipment on the roof by building elements that are designed as an integral part of the building architecture. Avoid materials and design elements that will result in contrast with the rest of the building. (See Figure 29).

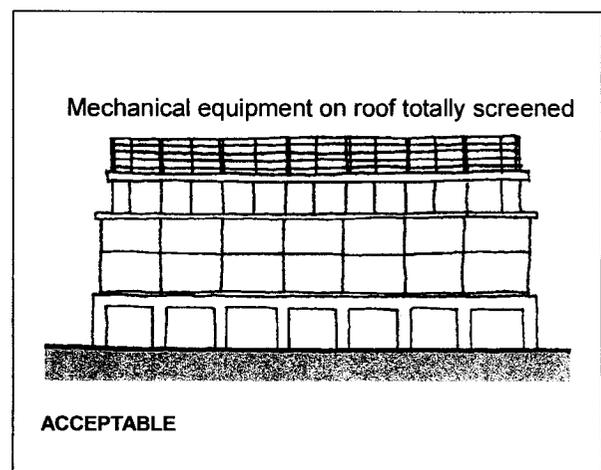
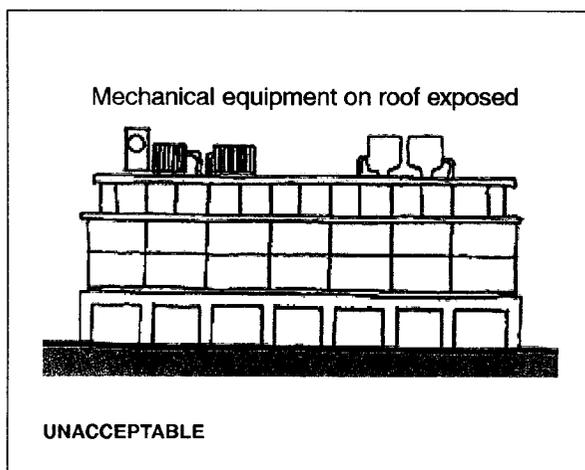
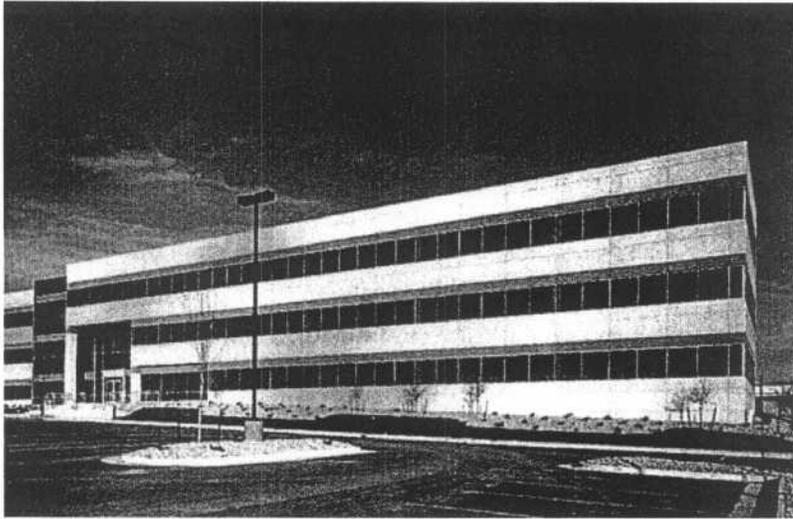


Figure 29 : Commercial Districts - Screening Rooftop Mechanical Equipment



a : Unbroken building volumes with no articulation are discouraged



b : Building forms articulated by varying heights and wall planes with clearly defined entrances are encouraged.

Figure 30 : Commercial Districts - Architectural Design and Facade Articulation

Materials & Color

Extreme contrasts in materials, colors, shapes and other characteristics which will cause buildings to stand out in excess of their public importance should be avoided.

- Materials that contribute to good quality architecture are: natural stone, smooth stucco with light finish, architectural concrete with integral color, fully backed metal panels, wood, and brick accent. Metal and wood windows and doors should be of architectural quality.
- Simulated materials and foam cornices and applied details are discouraged.
- Building entrances should be clearly defined and articulated. (See Figure 32).
- Provide upgraded materials in areas of pedestrian activity to promote human scale.
- Building colors should avoid primary colors. Larger buildings should use more subtle colors, and architectural accent should rely on changes in materials rather than paint.
- Minimize use of stucco on commercial buildings.



Courtyards, arcades and intimate spaces as a way to break down mass are encouraged

Figure 31 : Commercial Districts - Architectural Character

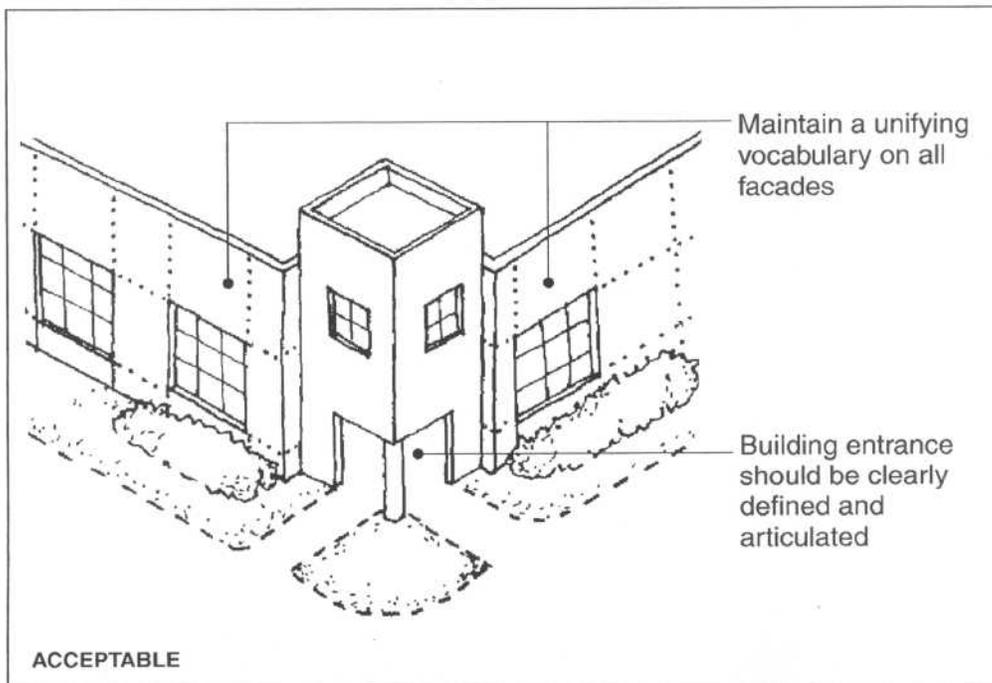
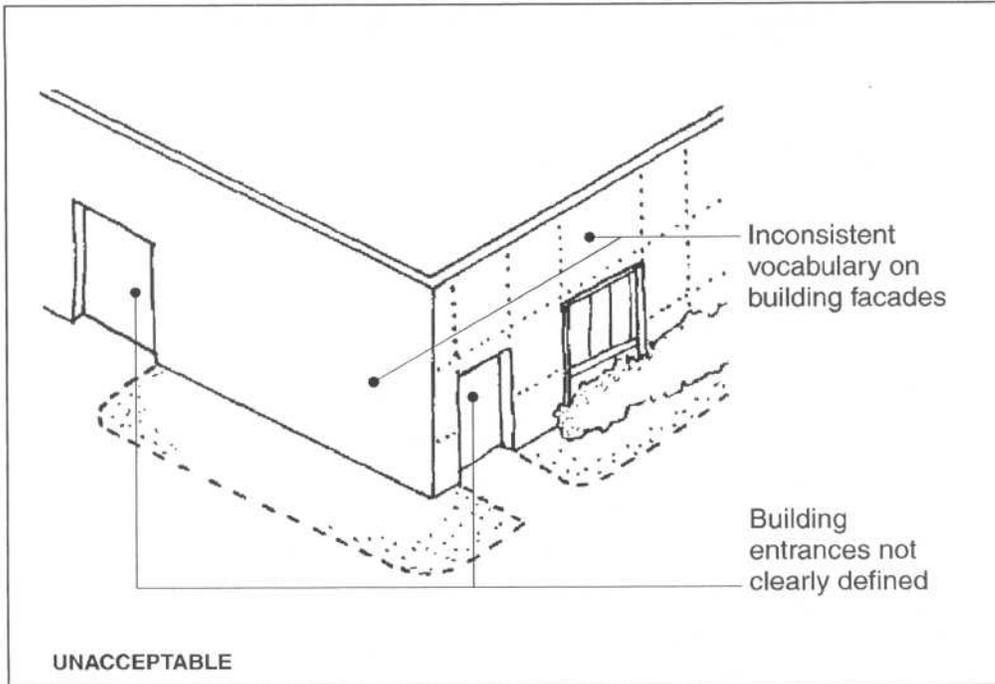


Figure 32 : Commercial Districts - Facade Treatment and Fenestration

Landscape Guidelines

Landscape in the commercial zone plays an important role in establishing the quality and character of Douglas Park. The intent of these guidelines is to promote a unique and cohesive landscape for all of Douglas Park while supporting the architecture and land uses associated with the commercial zone.

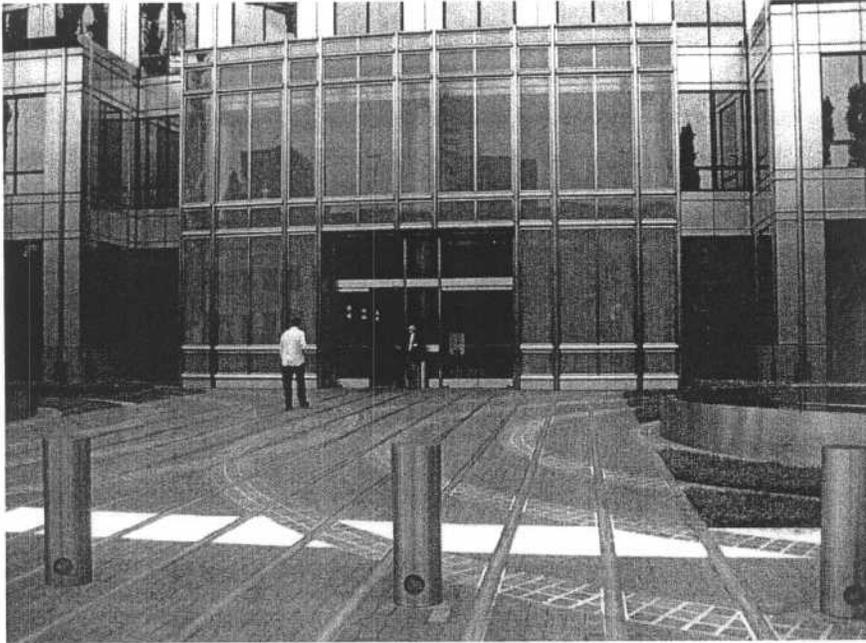
Landscape guidelines that apply to the Commercial/ Industrial zone areas are as follows:

Walls and Fences

- Walls, fencing, retaining walls shall be constructed of material, finish, and color complimentary of the building architecture.
- Wood fencing is not permitted.
- Seat walls are encouraged in usable open space areas.
- Retaining walls shall not exceed 4'-0" if visible from any off-site area.

Paving

- Paving should enhance the relationship of the building and landscape. (See Figure 83a).
- Enhanced paving, such as architectural concrete, is encouraged to promote an urban character. (See Figure 33b).
- A hierarchy of varying paving materials is encouraged.
- Finishes imitative of other materials, such as, stamped concrete are discouraged.



a : Paving should enhance the relationship of the building and landscape.



b : Enhanced paving, such as architectural concrete, is encouraged to promote an urban character.

Figure 33 : Commercial Districts - Paving Images

Site Furnishing

- Site furnishings should compliment the character of the architecture.
- Moveable site furnishings are encouraged in usable open space areas. (See Figure 34).

Moveable site furnishings are encouraged in usable open space areas.



Figure 34 : Commercial Districts - Site Furnishings

Irrigation

The intent of the irrigation criteria is to encourage efficient use of water resources while maintaining the character of the commercial area.

- All landscape areas are to be irrigated by a permanent automatic irrigation system.
- Irrigation design shall incorporate environmental considerations such as: plant material, sun, shade, soils, wind, and percolation rates.
- Moisture sensing and rain shut off devices are encouraged.
- Above ground irrigation devices such as backflow preventers and irrigation controllers are to be completely screened from off site views.
- Valve boxes are encouraged to be located in planting areas.
- Reclaimed water shall be used except where prohibited by code.
- Irrigation systems should be designed considering pedestrian safety and property damage.

Planting

- Planting design shall consider the ultimate size of the plant material.
- Planting design should complement the architectural style, scale, and density of the adjacent buildings.
- Buildings are encouraged to receive continuous shrub foundation plantings except in locations where glazing is present.
- Evergreen trees shall be the predominant material and should be used to screen and soften architecture.
- Evergreen, deciduous, and flowering trees may be used as accents. Evergreen material is encouraged.
- Flowering perennial and shrubs are preferred over annual color. Annual color should be reserved for accent areas only.
- Planting which requires low amounts of supplemental water is encouraged.
- Planting design shall consider water usage and maintenance needs.
- Building perimeter tree planting shall be minimum 25% 24" box; 75% 36" box; 48" box accents.
- Shrubs shall be minimum 10% 15 gallon; 60% 5 gallon; and 30% 1 gallon.
- Shrub and ground cover masses are required in setback areas.
- Turf should be limited to large usable open spaces. (minimum 150 sf).
- Ensure planting does not interfere with site lighting to ensure proper light coverage.
- Refer to the Plant Palette for suggested plant material. (See Appendix).

Usable Open Space

- Usable open space such as courtyards and plazas are encouraged.
- Spaces should be designed to encourage social interaction.
- Landscape elements such as: fountains, public art, shade structures, seat walls are encouraged.
- Site furnishings such as: benches, bicycle racks, and table and chairs are encouraged.
- Enhanced paving is encouraged to promote a quality space.
- Usable lawn areas are encouraged.

Maintenance

The intent of the maintenance guidelines are to encourage a safe, clean, and healthy condition at all times.

- Trees should be maintained to allow for proper light distribution of adjacent light standards.
- Maintenance such as weeding, fertilization, mowing, pruning, light fixture maintenance, irrigation system maintenance, and trash removal shall occur on a regular schedule.
- Dead or poorly performing plant material is to be replaced once it is discovered.
- Graffiti shall be painted out within in 24 hours.
- Pruning shall insure that all signage remains visible.



Shrub hedges and tree massings screen parking areas and parking garages.



Shrub hedges and tree massings screen parking areas and parking garages.

Figure 35 : Commercial Districts - Screening Parking Areas

Screening

Screening of visually undesirable objects, such as utilities and parking areas, is required. Methods of screening may include masonry walls, overhead trellis, and landscape planting of evergreen material. (See Figure 35). These items should be integrated into the building/site design and not addressed as afterthoughts. Careful design consideration should be taken into account to prevent hidden areas from encouraging criminal activity. Lighting should be installed in these areas. The below items must be screened from off site views:

- Loading and service areas.
- Mechanical equipment such as air conditioners.
- Equipment such as backflow preventers and controllers.
- Utilities such as transformers and meters.
- Trash receptacle storage.
- Parking areas and parking garages.



Architectural detail and landscape accent lighting is encouraged to create project identity.

Figure 36 : Commercial Districts - Exterior Lighting

Exterior Lighting

The intent of the lighting criteria is to provide safety while enhancing the night time character of Douglas Park.

- Lighting shall be provided at all building entrances.
- Glare is not permitted to shine off site, all fixtures shall be shielded.
- Architectural detail and landscape accent lighting is encouraged to create project identity. (See Figure 36).
- Exposed fixtures should be selected to relate to the associated building architectural character.
- All fixtures shall be shielded or zero cut off.
- Lighting design shall consider pedestrian and vehicular use.
- Human scale fixtures are encouraged in pedestrian areas.
- Pedestrian connections from parking areas to building entrances shall be lit to provide orientation and safety.
- All fixtures shall be automatically controlled.
- Service area lighting shall only be visible within in the service area.
- Building addresses shall be lit.

Signage

The intent is to promote a high quality commercial character through sign design, method of illumination and materials. Signage shall be used in context of adjacent architecture. Signs which are visually "loud" are discouraged. Signs must comply with the minimum standards set forth in the Long beach Municipal Code (LBMC Section 21.44).

If a project involves five or more signs, the developer should apply for a sign program.

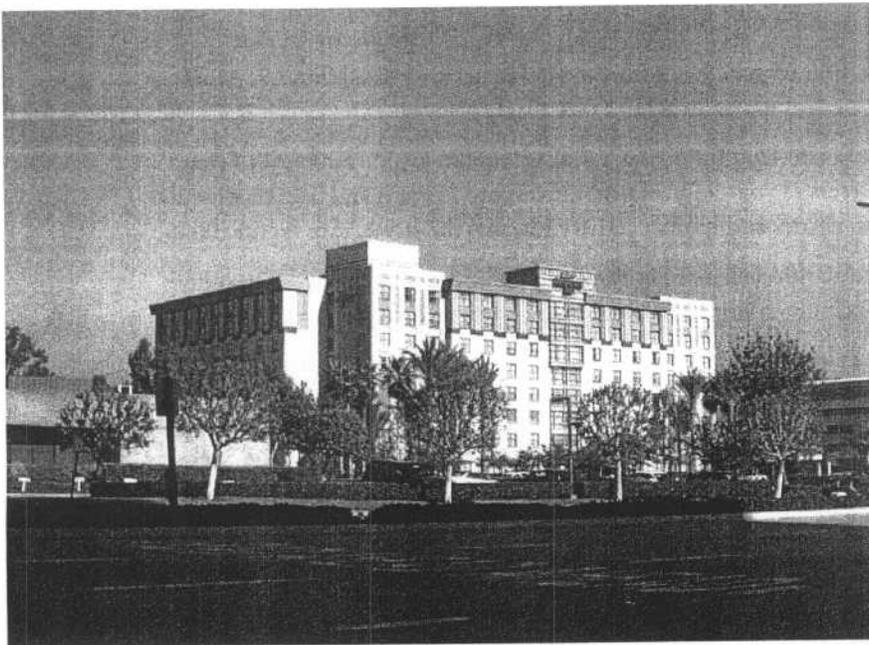
Additional Hotel Guidelines

Hotels are quasi-residential uses that relate in scale to multi-family residential buildings, but have specific requirements that should be taken into account to avoid conflicts with adjacent uses.

- Hotel design should avoid thematic architecture.
- Design buildings as a project that contributes to the urban character of the neighborhood. Design of an isolated enclave is not desirable.
- If located on Cover Street in Sub Area 7, the building must follow the design guidelines in the Mixed-Use Overlay Zone.
- All sides of the building should be consistent in style and quality of design. Avoid “back door” look. (See Figure 37b).
- The primary presence along the major street front should be the building and the drop-off, not the parking. (See Figure 37a). Locate the parking at the rear of the building.
- Parking, delivery and loading should be fully screened and invisible to the public.
- Parking and loading location should not disrupt pedestrian movement or impact privacy of guests.
- To insure privacy of guests, recreation facilities such as a pool should be located to avoid being heard or seen by the adjacent commercial building occupants or public in general.
- The scale and design of the building should relate to its context. Stairways, corridors and other circulation systems should not be exposed to view, and should be integral to the design of the building.
- Balcony railings should be made of high quality materials that compliment the architectural composition and style. Utilitarian and inherently inexpensive hollow metal or pipe railings are not acceptable.
- Central air conditioning units should be used. Individual room units are not acceptable.



a : The primary presence along the major street front should be the building and the drop-off, not the parking.



b : All sides of the building should be consistent in style and quality of design. Avoid "back door" look.

Figure 37 : Hotel - Urban Character

Additional Business Park Guidelines (Office/ Light Industrial)

The following guidelines seek to achieve a well-planned and high quality environment, and to ensure compatibility between commercial/ industrial development and the proposed community character.

- Each project should be designed to carefully fit into its surroundings to contribute, rather than dominate the character of the area.
- Auxiliary structures associated with industrial buildings such as utility and storage buildings, should be compatible and integrated into the overall design.
- If walls are not required for specific screening and/ or security purposes, they should be avoided. Walls should be kept as low as possible while performing their function.
- Walls should be designed so they are compatible, and an extension of the buildings associated with the project. Avoid the “compound” look.
- Long expanses of walls and fences should be articulated to prevent monotony. The maximum length of an un-articulated wall should be 30 feet, and the minimum articulation in plan should be 6 inches in depth and 2 feet in width.
- Architectural elements that are strongly discouraged include: traditional historic references; large blank/ flat surfaces; exposed concrete block walls; exposed roof drains; un-articulated box like structures.
- Combination of materials is encouraged to achieve visual interest. Avoid monolithic and monochromatic structures.
- Warehouse and light industrial buildings should avoid blank walls facing public streets - locate administrative offices, breakrooms and uses that require windows, entries and human activity towards the street. (See Figure 38b.0)
- Roofs are a critical element in the design of industrial buildings. Rooflines should include variations to avoid long continuous planes.
- Brightly colored and highly reflective roof surfaces, including exposed galvanized metal and illuminated roofing materials are discouraged.
- Metal buildings are appropriate only when they are designed to have an exterior appearance that conveys the same high quality of conventional structures. Stock, “off-the-shelf” metal buildings are strongly discouraged.
- Light, neutral colors should be used in light industrial buildings to help reduce their perceived size. Changes in materials for trim pieces are encouraged for visual interest. Paint should not be used as a method of achieving visual interest.



a : Buildings should have a clearly defined main entrance



b : Locate uses that require windows and entries towards the street

Figure 38 : Business Park - Architectural Character

Guidelines - Division V
Crime Prevention
Through Environmental Design

SEPTEMBER, 2009

Crime Prevention Through Environmental Design

General Recommendations

- Ficus trees are important to the heritage of Douglas Park and they should be utilized with careful consideration to safety issues. Maintenance and pruning of the trees is essential to ensure an open character.
- Human scale lighting fixtures should be specified and designed to provide adequate lighting for vehicular traffic as well as pedestrian uses.
- Enhanced paving material should be encouraged throughout *all* aspects of Douglas Park, to define property boundaries.

Specific Recommendations

- Graffiti should be painted out within 24 hours. Paint color should match existing color. All graffiti occurrences should be reported to the Police Department to determine what additional deterrence may be available. Request a crime prevention survey to determine if the environmental conditions may be contributing to the graffiti.
- Screening devices should be designed so the screened area does not provide a niche or weather shelter.
- Pedestrian paths and side yards should be viewable by as many windows as possible to increase visibility.
- Coordination of pedestrian paths between adjacent blocks is encouraged. Coordinating adjacent blocks create clear paths of vision and sight lines through common areas.
- Canopies should have lighting elements underneath the canopy and care should be taken to ensure the canopy does not block the address from view of the street.
- Lighting elements should be included with all colonnades, arbors, canopies, and trellis structures to ensure pedestrian pathways are properly lit.
- The interior of parking garages should be painted to assist with light dispersal.
- Stairwells, elevators and other architectural elements should be placed in highly visible areas which, upon exit from the building, place people in well-lit, visually surveilled areas.

Mixed Use Recommendations

- Display should not block visibility into and out of the stores.
- All awnings, overhangs, canopies, should include lighting.

- Caution should be used when designing separate trash enclosures, utility areas, loading docks and other required “screened” areas so that niches, hiding spots and weather shelters are not created.
- Semi-subterranean garages should have the interior walls painted to assist with light dispersion. They should also be well-lit and lighting should be placed over parking stalls as well as in the drive aisles.
- Graffiti shall be removed or painted out within in 24 hours. Paint color should match existing color. All graffiti occurrences should be reported to the Police Department to determine what additional deterrence may be available. Request a crime prevention survey to determine if the environmental conditions may be contributing to the graffiti.
- Plant material should be maintained to not interfere with natural or installed lighting.
- Lighting should be dispersed under awnings, overhangs, and canopies and the like for pedestrian safety.

Commercial / Industrial Guidelines

- Pedestrian-serving commercial activities utilizing linkages for connectivity should be located in highly visible areas with human scale lighting fixtures for use during hours of darkness similar to those listed above.
- Pedestrian linkages should include human scale lighting along pathways.
- Loading docks should be secured after hours and should be monitored by surveillance systems.
- Loading facilities should be secured and well-lit if hidden from view.
- No exterior roof access should be allowed. Dead areas, rear or side parking lots, and other such areas of the parcels should be secured to prevent public access to these areas.
- “Outdoor rooms” and “left over” areas should be designed with particular attention to after-hours security.
- Rear parking lots present crime prevention challenges because of the lack of visibility. If lots cannot be secured, they should include extra lighting and windows facing the lots.
- Screened utilities should be designed so that they do not become hiding places or weather shelters for criminal behavior.
- Design of outdoor seat-walls should consider the negative impacts of skateboarders, loiterers, and taggers.
- Planting requirements should include limitations on density of plant material which could affect site lighting. Hedges should be maintained at 3'-0" maximum height to maintain visibility and canopies of trees should be maintained 7'-0" clear from the ground. Ensure trees are not planted underneath lighting fixtures or where they block site visibility.
- Usable open spaces should be designed in highly visible areas to discourage skateboarders, taggers, and loiterers. Design considerations may include lighting and window placement.
- Graffiti should be painted out within 24 hours. Paint color should match existing color. All graffiti occurrences should be reported to the Police Department to determine what additional deterrence may be available. Request a crime prevention survey to determine if the environmental conditions may be contributing to the graffiti.
- Areas screened from off site views should be lit for safety considerations. Lighting shall be maintained at an appropriate level for safety and security.

Guidelines - Division VI
Plant Palette appendix

SEPTEMBER, 2009

Plant Palette

The following represents the recommended plant palette for the Douglas Park landscape for the gateways, parks, streetscapes, perimeter edges, set back landscapes, front yards, and on-site open spaces and amenity areas. The plant palette selections are based on two principals. The first is to select plants which require low amounts of supplemental water. The second is to select plant material which recalls the successful plantings found in traditional Long Beach neighborhoods. The majority of the plants should be selected from this palette to create a cohesive landscape for Douglas Park. Alternate plants may be used at the discretion of the Design Review Committee.

Trees

<i>Botanical Name</i>	<i>Common Name</i>
Acacia melanoxylon	Blackwood Acacia
Agonis flexuosa	Peppermint Willow
Arbutus unedo	Strawberry Tree
Bauhinia blakeana	Hong Kong Orchid Tree
Brahea armata	Mexican Blue Palm
Butia capitata	Pindo Palm
Cassia leptophylla	Gold Medallion Tree
Cinnamomum camphora	Camphor Tree
Citrus species	Citrus
Cupaniopsis anacardioides	Carrot Wood
Cupressus sempervirens 'Stricta'	Italian Cypress
Dracaena draco	Dragon Tree
Eriobotrya deflexa	Bronze Loquat
Erythrina caffra	Kaffirboom Coral Tree
Eucalyptus species	Eucalyptus
Ficus microcarpa 'nitida'	Indian Laurel Fig
Ficus rubiginosa	Rusty-leaf Fig
Geijera parviflora	Australian Willow
Jacaranda mimosifolia	Jacaranda
Juniperus chinensis 'Torulosa'	Hollywood Juniper
Koelreuteria paniculata	Goldenrain Tree
Koelreuteria bipinnata	Chinese Flame Tree
Lagerstroemia indica	Crape Myrtle
Laurus nobilis	Sweet Bay
Ligustrum lucidum	Glossy Privet
Liquidambar styraciflua	American Sweet Gum
Magnolia grandiflora	Southern Magnolia
Melaleuca quinquenervia	Cajeput Tree
Melaleuca linariifolia	Flaxleaf Paperbark
Metrosideros excelsus	New Zealand Christmas Tree

Olea europaea
 Phoenix canariensis
 Phoenix dactylifera
 Phoenix reclinata
 Pinus canariensis
 Pinus eldarica
 Pinus halepensis
 Pistacia chinensis
 Platanus x acerifolia
 Platanus racemosa
 Podocarpus gracilior
 Pyrus calleryana 'Bradford'
 Quercus agrifolia
 Quercus ilex
 Quercus suber
 Quercus virginiana
 Robinia pseudoacacia
 Rhus lancea
 Schinus molle
 Tabebuia avellanedae
 Tipuana tipu
 Trachycarpus fortunei
 Tristania conferta
 Ulmus parvifolia

Olive
 Canary Island Palm
 Date Palm
 Senegal Date Palm
 Canary Island Pine
 Afghan Pine
 Aleppo Pine
 Chinese Pistache Tree
 London Plane Tree
 California Sycamore
 Fern Pine
 Bradford Pear
 Coast Live Oak
 Holly Oak
 Cork Oak
 Southern Live Oak
 Black Locust
 African Sumac
 California Pepper
 Trumpet Tree
 Tipu Tree
 Windmill Palm
 Brisbane Box
 Evergreen Elm

Shrubs

Botanical Name

Acacia redolens 'Desert Carpet'
 Agapanthus species
 Agave species
 Aloe species
 Alyogyne huegelii
 Anigozanthus flavidus
 Arbutus unedo
 Azalea species
 Bougainvillea species
 Buxus japonica
 Camellia japonica
 Camellia sasanqua
 Carissa macrocarpa
 Chamaerops humilis
 Cistus species
 Cyperus alternifolius

Common Name

Prostrate Acacia
 Lily of the Nile
 Agave
 Aloe
 Blue Hibiscus
 Kangaroo Paw
 Strawberry Tree
 Azalea
 Bougainvillea
 Japanese Boxwood
 Camellia
 Camellia
 Natal Plum
 Mediterranean Fan Palm
 Rockrose
 Umbrella Plant

Cyperus papyrus	Papyrus
Dietes bicolor	Fortnight Lily
Diosma pulchrum	Pink Breath of Heaven
Echium fastuosum	Pride of Madeira
Elaeagnus pungens	Silverberry
Escallonia fradesii	NCN
Fatsia japonica	Japanese Aralia
Feijoa sellowiana	Pineapple Guava
Hesperaloe parviflora	Red Yucca
Hemerocallis species	Daylily
Heteromeles arbutiolia	Toyon
Hibiscus species	Chinese Hibiscus
Ilex species	Holly
Juncus species	Rush
Justicia brandegeana	Shrimp Plant
Lantana species	Lantana
Lavandula species	Lavender
Lavatera assurgentiflora	Tree Mallow
Leptospermum laevigatum	Australian Tea Tree
Leptospermum scoparium	New Zealand Tea Tree
Ligustrum japonicum 'Texanum'	Japanese Privet
Liriope species	Lily Turf
Melaleuca nesophila	Pink Melaleuca
Muhlenbergia rigens	Deer Grass
Myoporum 'Pacificum'	Myoporum
Myrtus communis 'compacta'	Myrtle
Nandina domestica	Heavenly Bamboo
Osmanthus fragrans	Sweet Olive
Pennisetum setaceum	Fountain Grass
Phoenix roebelenii	Pigmy Date Palm
Phoridium tenax	New Zealand Flax
Pittosporum tobira	Mock Orange
Rhaphiolepis species	India Hawthorn
Rosa banksiae	Lady Banks' Rose
Rosa species	Rose
Rosmarinus species	Rosemary
Salvia greggii	Autumn Sage
Salvia leucantha	Mexican Bush Sage
Santolina species	Santolina
Stachys byzantina	Lamb's Ears
Strelitzia nicolai	Giant Bird of Paradise
Strelitzia reginae	Bird of Paradise
Thevetia peruviana	Yellow Oleander
Trichostema lanatum	Woolly Blue Curls
Viburnum species	Viburnum
Westringia fruticosa	Westringia
Xylosma congestum 'Compacta'	Dwarf Xylosma

Groundcovers

Botanical Name

Ajuga reptans
Festuca ovina 'Glauca'
Festuca
Fragaria chiloensis
Isotoma fluviatilis
Lantana species
Lonicera japonica
Myoporum 'Pacificum'
Rosmarinus officinalis 'Prostratus'
Senecio mandralisce
Thymus vulgaris
Trachelospermum jasminoides

Common Name

Carpet Bugle
Blue Fescue
Marathon II or Marathon III Sodded Turf
Wild Strawberry
Blue Star Creeper
Lantana
Japanese Honeysuckle
Myoporum
Prostrate Rosemary
Senecio
Common Thyme
Star Jasmine

Vines and Espaliers

Botanical Name

Beaumontia grandiflora
Bougainvillea species
Camellia sasanqua
Clytostoma callistegioides
Distictis buccinatoria
Ficus repens
Gelsemium sempervirens
Grewia occidentalis
Hardenbergia violacea
Jasminium polyanthemum
Lonicera japonica
Pandorea jasminoides
Parthenocissus tricuspidata
Podocarpus gracilior
Rosa Species
Wisteria floribunda

Common Name

Herald's Trumpet Vine
Bougainvillea
Camellia
Violet Trumpet Vine
Blood Red Trumpet Vine
Creeping fig
Carolina Jessamine
Lavendar Starflower
False Sarsaparilla
Jasmine
Japanese Honeysuckle
Bower Vine
Boston Ivy
Fern Pine
Rose
Wisteria

Guidelines - Division VII
Sustainability

SEPTEMBER, 2009

Sustainability Features

Douglas Park is committed to sustainable development and is taking steps to minimize development impacts to the environment and the quality of buildings for people. This will be accomplished in a variety of ways throughout the multiple phases of the project including site demolition and clearing, construction and landscaping, and through project operations for decades to come after completion.

These efforts will ultimately result in substantially less waste in our local landfills, less energy use, lower utility costs, increased comfort in homes and businesses and contribute to a better future by reducing our nations energy needs and building a cleaner environment for the future. Douglas Park will make every effort to incorporate the following sustainability features into all development and landscaping projects

Project Development & Urban Design

- As an urban infill and brownfield redevelopment site, the Douglas Park project contributes to the preservation of open space and takes advantage of existing investments in infrastructure.
- Provide a functional and aesthetic open space program to encourage physical activity, connectivity and pedestrian friendly access between commercial, open space and community land uses.
- Encourage walking and cycling as alternatives to automobile transportation by providing attractive and safe pedestrian and bicycle paths and connections and bike racks throughout Douglas Park and connecting to existing systems adjacent to the site.
- Provide tree-lined streets that create shade and reduce energy consumption.
- Incorporate New Urbanist principles into the design of neighborhoods in the Douglas Park project such as: providing centralized parks and other walkable destinations such as neighborhood markets, pedestrian-friendly retail and dining, etc.
- Provide green spaces around commercial buildings to reduce urban heat island effects.
- Use trees to shade dark parking lot area surfaces to reduce heat island effects.

Project Demolition

- Recycle materials from the demolition of existing structures and infrastructure, such as concrete, and asphalt and reusable or recyclable metals for use in the Douglas Park construction projects or for use elsewhere through recycling.

Project Landscaping

- Use reclaimed water for landscape irrigation in the streetscapes and parks to reduce the demand for potable water.
- Use state-of-the-art programmable irrigation control systems with rain gauges.
- The use of drip-irrigation systems are encouraged, where feasible.
- In the Public Realm turf should be limited to where it is functionally necessary such as in areas for active and passive recreation and in parkways adjacent to on street parking.
- Turf should be limited to areas which are useable. Narrow areas less than 10 feet across or irregular shaped areas should be avoided because they are difficult to irrigate without overspray.
- Use a landscape palette which requires low amounts of supplemental water.
- Significantly reduce the amount of existing stormwater runoff from the site by maximizing open spaces and pervious surfaces for landscaping, and where practicable in walking paths and in low-use parking areas.
- Implement sediment and erosion control measures for the project during construction to prevent the loss of soil and prevent sedimentation of downstream storm drain systems.

Construction

- In compliance with the City's Green Building Policy, complete any public buildings required by the DDR, such as schools, community centers, libraries, police or fire stations in compliance with the US Green Building Council's LEED Certification program. Such public buildings will achieve a USGBC rating of LEED Certified or higher.
- Use glass with less than 25% reflectivity on the exterior of all commercial buildings.
- Refrain from using tropical hardwoods unless such woods are FSC certified.
- Use low VOC paints and finishes in interior spaces of commercial buildings in order to improve indoor air quality.
- Provide Energy Star appliances in all commercial projects.

- Provide low-flow water fixtures, including drinking fountains, bathroom and kitchen faucets, and toilets in all commercial and retail projects.



EXHIBITS

E-1 & E-2

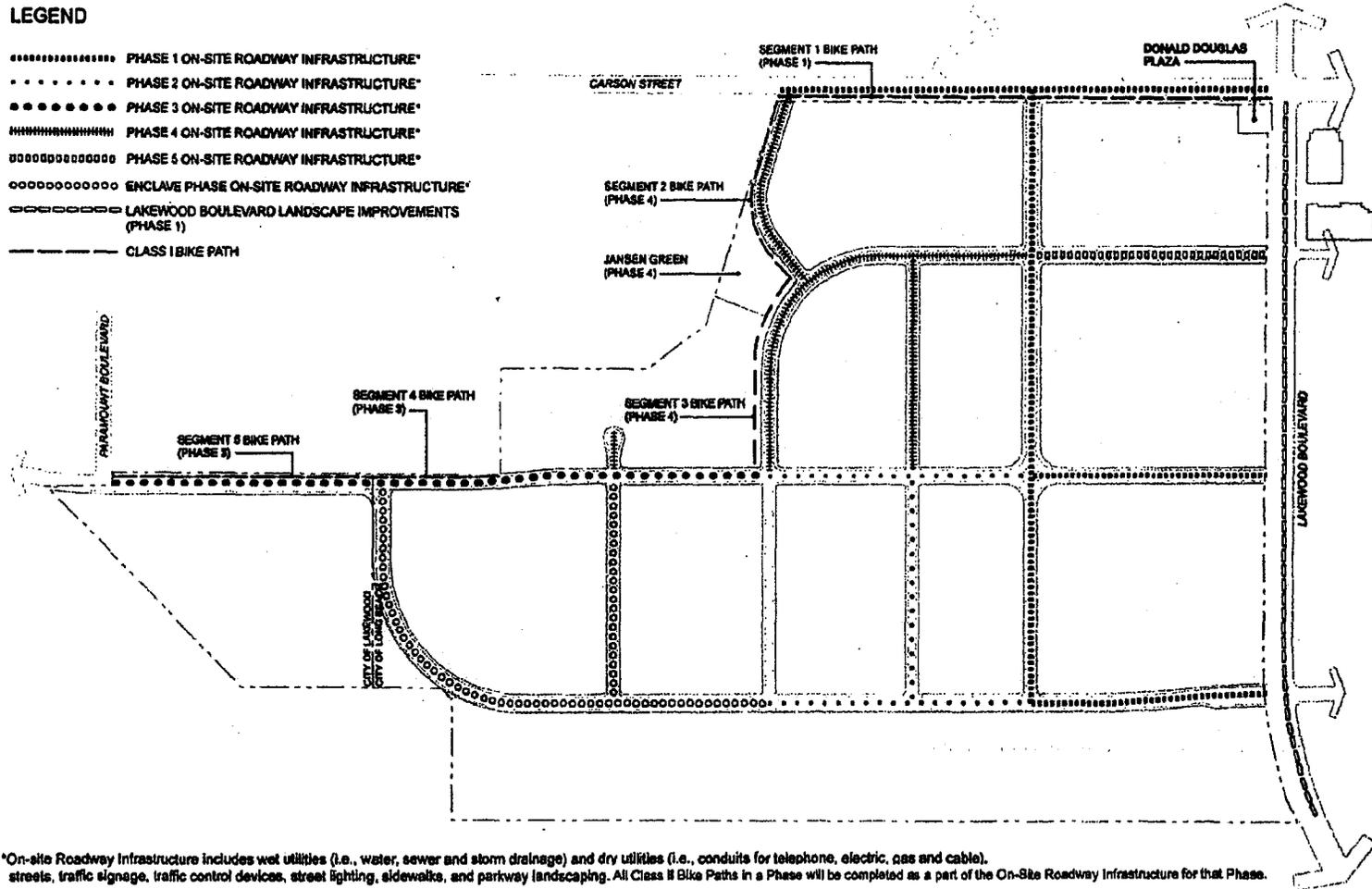


EXHIBIT E-1

ON-SITE PROJECT INFRASTRUCTURE PHASING PLAN**

LEGEND

- PHASE 1 ON-SITE ROADWAY INFRASTRUCTURE*
- PHASE 2 ON-SITE ROADWAY INFRASTRUCTURE*
- PHASE 3 ON-SITE ROADWAY INFRASTRUCTURE*
- PHASE 4 ON-SITE ROADWAY INFRASTRUCTURE*
- PHASE 5 ON-SITE ROADWAY INFRASTRUCTURE*
- ENCLAVE PHASE ON-SITE ROADWAY INFRASTRUCTURE*
- LAKEWOOD BOULEVARD LANDSCAPE IMPROVEMENTS (PHASE 1)
- CLASS I BIKE PATH



*On-site Roadway Infrastructure includes wet utilities (i.e., water, sewer and storm drainage) and dry utilities (i.e., conduits for telephone, electric, gas and cable), streets, traffic signage, traffic control devices, street lighting, sidewalks, and parkway landscaping. All Class II Bike Paths in a Phase will be completed as a part of the On-Site Roadway Infrastructure for that Phase.

**For Transportation Improvements, see Exhibit F.

EXHIBIT E-2

COMMUNITY OPEN SPACE PLAN

OPEN SPACE SUMMARY

	JAMES GREEN AND DONALD DOUGLAS PLAZA	2.6 AC*
	OTHER SIGNIFICANT PLAZAS	1.5 AC
	STREET GATEWAYS, ENHANCED McGOVERN PARKWAY, LANDSCAPE BUFFERIS AND MID-BLOCK PEDESTRIAN CONNECTIONS	2.6 AC
	CLASS I AND CLASS II BIKE PATHS	3.5 AC (INCLUDES 0.4 AC IN CITY OF LAKEWOOD)
TOTAL OPEN SPACE:		10.2 AC (INCLUDES 0.4 AC IN CITY OF LAKEWOOD)

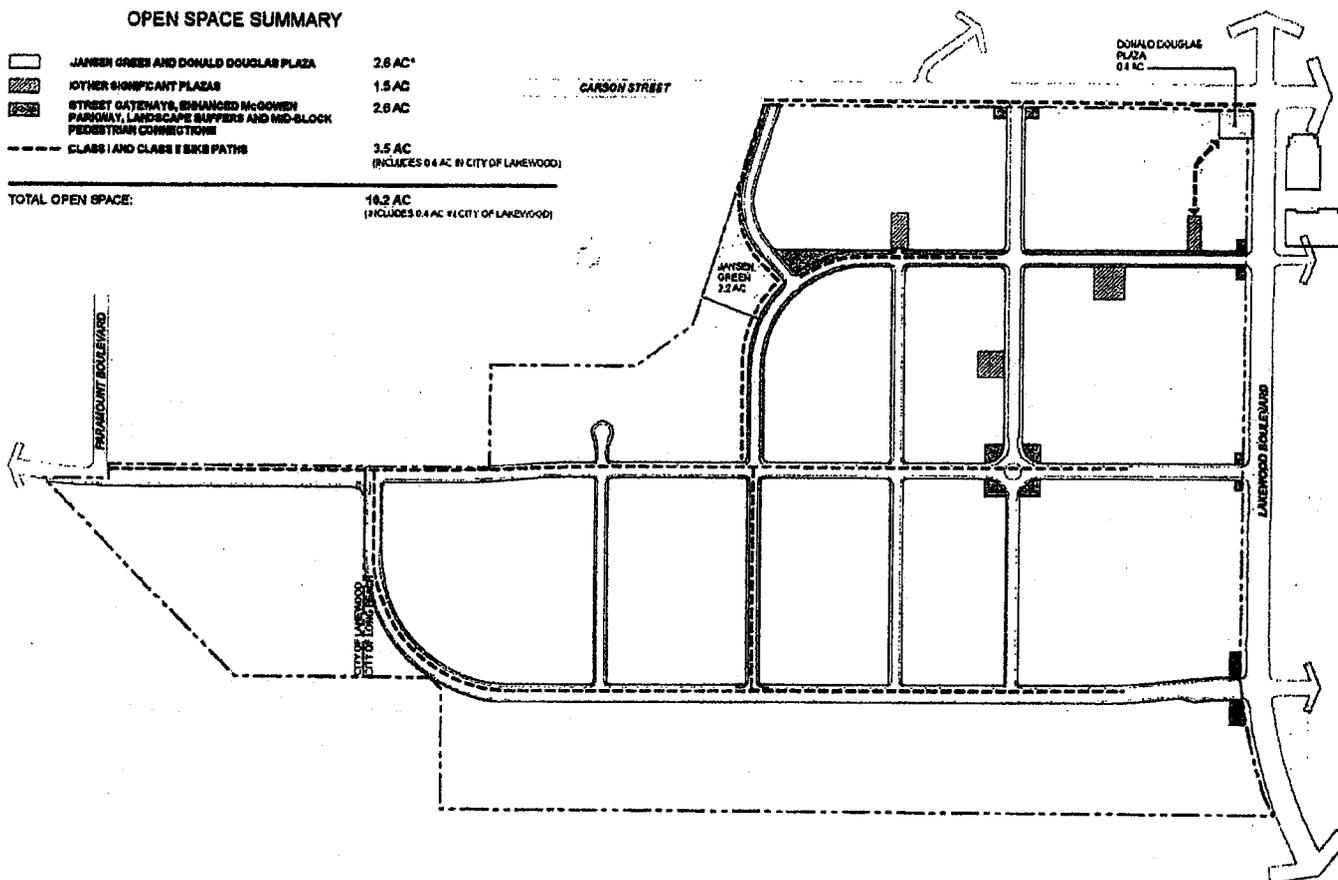


EXHIBIT F

EXHIBIT F

DOUGLAS PARK TRANSPORTATION IMPROVEMENTS AND PHASING PROGRAM

The goal of the Transportation Improvements Phasing Program for the Douglas Park project (the "Project") is to mitigate significant Project impacts before they occur during the development of the Project. In order to accomplish this goal, the measures in this program necessary to mitigate a significant Peak Hour (as defined in the Development Agreement) traffic impact being caused at the location by the Project shall be in place, as described below. The procedures described below shall be followed to ensure the timely implementation of these measures.

The project Trip Cap is 5,872 Peak Hour trips, which does not include any adjustments for internal trip reductions, or the Project Transportation Demand Management (TDM) Program. No Project building permit shall be issued if the calculated Project trip generation exceeds this Trip Cap and until otherwise demonstrated by the Company or its designee that any express trips have been adequately reduced or mitigated to the satisfaction of the City Traffic Engineer.

Prior to the issuance of each new Project building permit, a calculation shall be made of the total site trip generation. This calculation shall add the trip generation of the new Project building to the total site trip generation calculated for the previously approved Project building permit. The calculations shall be based on the trip generation rates in Table F-1. These rates do not include any adjustments for internal trip reductions or the Project TDM Program. If more current trip generation rates applicable to Project uses are available and have been published in the Institute of Transportation Engineers (ITE) Trip Generation manual, the City Traffic Engineer shall have the option of using the more current ITE rates. Where development flexibility is allowed, such flexibility shall be based on the trip generation equivalency rates in Table F-2, unless the equivalency rates require revision due to the use of more current ITE trip generation rates as previously noted. For allowable Project uses that are difficult to categorize, the City Traffic Engineer shall use reasonable methods to establish the appropriate trip generations or equivalencies for those uses.

Trip generation credit shall also be granted for buildings demolished or removed from the site since October 1, 2000, as documented by the Company or its designee. Such credit, not to exceed 159 trips, shall be granted according to the "Existing Uses" trip generation rate of 0.30 per 1,000 gross square feet in Table F-1. This rate is based on site driveway traffic volumes counted approximately October 1, 2002, which inherently reflect occupied and unoccupied buildings that existed on the site at that time.

Based on the total site trip generation calculated with the inclusion of the new Project building, any applicable transportation improvement measures shall be assigned from

the list below. All applicable measures shall be completed prior to issuance of the final certificate of occupancy for the new Project building, except that such a certificate shall not be withheld if and applicable measure is delayed by circumstances beyond the control of the Company or its designee, or rejected by a jurisdiction where the measure is located. In the event an applicable measure is rejected by a jurisdiction where the measure is located, prior to the construction or installation of that measure, a mitigation measure of reasonably similar cost and effectiveness may be substituted as the City shall direct. If no such measure can be identified, then an in-lieu payment in the amount of the cost of the original measure shall be made to the City's Traffic Mitigation Program Fund. The cost of the original improvement shall be determined by a Project Study Report or equivalent document acceptable to the Director of Public Works. In addition, the Company or its designee shall not be precluded from accelerating the implementation of any of these measures.

Table F-1

PROJECT TRIP GENERATION RATES FOR PROPOSED AND EXISTING USES

<u>Proposed Use</u>	<u>Trip Generation Rate</u>
Office Park ("Commercial District")	1.25 per 1,000 gsf
Retail	4.96 per 1,000 gsf
Hotel	0.61 per rm
 <u>Existing Uses To Be Removed</u>	
Office, R & D, Warehousing, Manufacturing Mechanical Storage	0.30 per 1,000 gsf

Note: gsf = gross square feet
rm = room

Table F-2

PROJECT TRIP GENERATION EQUIVALENCY RATES FOR PROPOSED USES

Proposed Land Use and Unit Measure	Peak Hour Trip Generation Equivalency Rate			
Office Park ("Commercial District"), 1,000 gsf	=	252.016	gsf	Retail
	=	2.049	rm	Hotel
Retail, 1,000 sf	=	3,968.000	gsf	Office Park ("Commercial District")
	=	8.131	rm	Hotel
Hotel, 1 rm	=	488.000	gsf	Office Park ("Commercial District")
	=	122.984	gsf	Retail

Exhibit F

Transportation/Circulation and Parking

Area-Wide Adaptive Traffic Control System (ATCS) and Intelligent Transportation Systems (ITS) Measures

MM-V.L-1: Fund or cause the funding for the design and construction of a state-of-the-art traffic signal system such as Adaptive Traffic Control System (ATCS) for the following eight arterial corridors:

- (1) Del Amo Boulevard, approximately from the Long Beach Freeway (I-710) to the San Gabriel River Freeway (I-605);
- (2) Carson Street, approximately from Long Beach Boulevard – San Antonio Drive to I-605;
- (3) Spring Street, approximately from Atlantic Avenue to I-605;
- (4) Willow Street, approximately from Atlantic Avenue to I-605;
- (5) Atlantic Avenue, approximately from the Artesia Freeway (SR-91) to Willow Street;
- (6) Cherry Avenue, approximately from SR-91 to Pacific Coast Highway;
- (7) Lakewood Boulevard, approximately from SR-91 to Stearn Street; and
- (8) Bellflower Boulevard, approximately from SR-91 to the San Diego Freeway (I-405).¹

MM-V.L-2: Fund or cause the funding for the design and construction of an area-wide ITS program to improve capacity at both corridor and non-corridor signalized intersections. The ITS program shall include interconnect, traffic detectors, surveillance cameras, message signs, and other means that connect the arterial traffic signal system with adjacent freeway on- and off-ramps meters and signals. Such connectivity and linkage with the freeway system will provide feedback to the surface street signal system and allow further adjustments in signal operations to enhance area-wide system capacity.

ATCS and the affiliated ITS program measures affecting the following intersections shall be installed no later than the triggering of the corresponding peak-hour trips:

¹ *The capacity of the signalized intersections along the eight arterials being implemented with the ATCS and supportive ITS measures were assumed to improve by ten percent, which is consistent with that experienced in other jurisdictions with ATCS/ITS programs, such as the Cities of Los Angeles, Pasadena, and Glendale. Signalized intersections in the study area not directly along the ATCS/ITS routes would also benefit and experience improved traffic flow overall due to ITS technology informing motorists of traffic conditions in the area. Motorists can use this information to seek better routes and thereby better balance traffic demand with capacity. It was assumed that this betterment is commensurate with an approximately three percent improvement in capacity at these other intersections.*

Corridors and Study Intersections	Corridor Trigger Value
o Lakewood Corridor (A):	1,081
- Lakewood Blvd./Carson St. (I/S #45; 1,081*)	
- Lakewood Blvd./Spring St. (I/S #78; 1,113*)	
- Lakewood Blvd./South St. (I/S #17; 1,332*)	
- Lakewood Blvd./Stearns St. (I/S #95; 1,499*)	
- Lakewood Blvd./Willow St. (I/S #89; 1,772*)	
o Bellflower/Spring Corridor	1,257
- Bellflower Blvd./Wardlow Rd. (I/S #68; 1,257*)	
- Bellflower Blvd./Spring St. (I/S #80; 3,559*)	
- Spring St./Clark Ave. (I/S #79; 3,866*)	
- Spring St./Cherry Ave. (I/S #74; 5,073*)	
o Carson Corridor (A)	1,449
- Carson St./Clark Ave. (I/S #47; 1,449*)	
- Carson St./Woodruff Ave. (I/S #49; 2,002*)	
- Carson St./Cherry Ave. (I/S #43; 2,183*)	
- Carson St./Palo Verde Ave. (I/S #50; 2,559*)	
o Paramount Corridor (A)	1,507
- Paramount Blvd./Del Amo Blvd. (I/S #31; 1,507*)	
o Redondo/Pacific Corridor	2,223
- Redondo Ave./Willow St. (I/S #88; 4,135*)	
- Redondo Ave./Spring St. (I/S #77; 4,403*)	
o Lakewood Corridor (B)	2,402
- Lakewood Blvd./Artesia Blvd. (I/S #13; 2,402*)	
- Lakewood Blvd./Candlewood St. (I/S #23; 3,307*)	
- Lakewood Blvd./Del Amo Blvd. (I/S #32; 3,766)	
- Wardlow Rd./Douglas Rd./Lakewood Blvd. (I/S #66; 4,584*)	
- Lakewood Blvd./Conant St. (I/S #60; 4,610*)	
o Del Amo Corridor	3,194
- Del Amo Blvd./Clark Ave. (I/S #33; 3,194*)	
- Del Amo Blvd./Woodruff St. (I/S #35; 3,194*)	
- Del Amo Blvd./Orange Ave. (I/S #29; 3,718*)	
- Del Amo Blvd./Palo Verde Ave. (I/S #36; 4,459*)	
o Carson Corridor (B)	3,981
- Carson St./Los Coyotes Diagonal (#51; 3,981*)	
- Carson St./605 Fwy. SB Off-Ramp (#52; 4,646*)	
- Carson St./Paramount Blvd. (#44; 4,891*)	
o Atlantic Corridor	4,459
- Atlantic Ave./Carson St. (I/S #41; 4,459*)	
- Wardlow Rd./Atlantic Ave. (I/S #63; 4,850*)	

* Individual intersection (I/S) trigger value.

The following alternative traffic flow enhancements will be completed if approved and accepted by the appropriate governing jurisdiction by or before 2,265 peak hour trips are generated from the development:

- Paramount Boulevard & Alondra Boulevard (City of Paramount): Upgrade the traffic controller and software to provide for enhanced peak period traffic management capabilities through the implementation of an automatic split adjustment algorithm.
- Norwalk Boulevard & Carson Street (City of Hawaiian Gardens): Upgrade the intersection to provide right-turn overlap operation for westbound, eastbound, and northbound traffic.

MM-V.L-3: Fund or cause the funding for the design and construction of a centralized ATCS/ITS command center to operate and manage the area-wide ATCS and affiliated ITS measures.

- Trigger Value: 1,081 peak-hour trips

Intersection Improvements

MM-V.L-4: Del Amo Boulevard and Lakewood Boulevard (Intersection 32, Cities of Lakewood and Long Beach):

Widen on the east and west sides of the north leg of Lakewood Boulevard; remove the nose islands and modify the remaining raised islands on the north and south legs; and restripe the north and south legs to provide a second southbound left-turn and three through lanes in each direction on Lakewood Boulevard.

- Trigger Value: 891 peak-hour trips

MM-V.L-5: Carson Street and Paramount Boulevard (Intersection 44, City of Lakewood):

Widen on the east side of the south leg of Paramount Boulevard; modify and shift the raised island on the north leg; remove the raised island on the south leg; and restripe the north and south legs to provide a northbound right-turn-only lane on Paramount Boulevard.

- Trigger Value: 618 peak-hour trips

MM-V.L-6: [This mitigation measure, originally set forth in the MMRP included in the Certified EIR and revised in the Addendum, has been completed.]

MM-V.L-7: [This mitigation measure as set forth in the MMRP included in the Certified EIR has been completed.]

MM-V.L-8: Cover Street and Paramount Boulevard (Intersection 56, City of Lakewood); Cover Street from Paramount Boulevard to Industry Avenue (Cities of Long Beach and Lakewood):

Construct and stripe the east leg of Cover Street approaching Paramount Boulevard to provide two through lanes in each direction and a separated bike path easterly of Paramount Boulevard.

Restripe Paramount Boulevard north of Cover Street to provide one southbound left-turn lane onto eastbound Cover Street, two southbound right-turn-only lanes onto westbound, Cover Street, and two northbound through lanes.

Reconstruct Cover Street, as necessary, from Paramount Boulevard to Industry Avenue, remove the raised median island, and restripe to provide modified left-turn channelization and two through lanes and a bike lane in each direction.

Restripe Industry Avenue between Cover Street and Bixby Road-direction to provide one northbound left-turn lane onto westbound Cover Street, one northbound right-turn-only lane onto eastbound Cover Street, and one southbound through lane.

(Note: These improvements are designed to enhance Project access via the Cover Street – Cherry Avenue route and should be implemented with Mitigation Measure V.L-14.)

o Trigger Value: Pursuant to Section 2.4.2(c) of Development Agreement.

MM-V.L-9: [This mitigation measure has been replaced with Mitigation Measure V.L-14.]

MM-V.L-10: [This mitigation measure, originally set forth in the MMRP included in the Certified EIR and revised in the Addendum, has been completed.]

MM-V.L-11: [This mitigation measure, originally set forth in the MMRP included in the Certified EIR and revised in the Addendum, has been completed.]

MM-V.L-12: Douglas Center Drive/McGowen Street and Lakewood Boulevard (Intersection 105, City of Long Beach):

Construct McGowen Street as a fully improved public street with a curb-to-curb width of no less than 36 feet, exclusive of any raised median, between proposed Worsham Avenue and Lakewood Boulevard; modify

the raised island on Lakewood Boulevard for left-turn channelization; and restripe to provide a northbound left-turn lane accessing McGowen Street. Modify the existing traffic signal at Douglas Center Drive as necessary to control this expanded intersection.

(Note: This improvement is designed to enhance Project access capacity on Lakewood Boulevard.)

- o Trigger Value: Certificate of occupancy for first Project building along McGowen Street between Worsham Avenue and Lakewood Boulevard

MM-V.L-13: [This mitigation measure, originally set forth in the MMRP included in the Certified EIR and revised in the Addendum, has been completed.]

MM-V.L-14: Cover Street and Cherry Avenue (Intersection 108, Cities of Long Beach and Lakewood); Cover Street from Cherry Avenue to Industry Avenue (Cities of Long Beach and Lakewood):

Widen on the north side of Cover Street from Cherry Avenue to Industry Avenue; remove the raised median island on Cherry Avenue opposite Cover Street; and remove on-street parking on the east side of Cherry Avenue south of Cover Street (up to approximately 3 spaces) and on both sides of Cover Street east of Cherry Avenue (up to approximately 24 spaces). Restripe Cherry Avenue to provide a southbound left-turn lane and a northbound right-turn only lane onto eastbound Cover Street.

Restripe Cover Street to provide two westbound left-turn lanes onto southbound Cherry Avenue, one westbound right-turn-only lane onto northbound Cherry Avenue, one eastbound through lane, and one eastbound right-turn-only lane onto southbound Industry Avenue.

(Note: This improvement is designed to enhance Project access via the Cover Street – Cherry Avenue route and should be implemented with Mitigation Measure V.L-8.)

- o Trigger Value: Construction of Mitigation Measure V.L-8 above

MM-V.L-15: [This mitigation measure, originally set forth in the MMRP included in the Certified EIR and revised in the Addendum, has been completed.]

Project Transportation Demand Management (TDM) Program

MM-V.L-16: Prior to the issuance of the first building permit for any Office Park (“Commercial District”) use, the Applicant shall submit for City approval a

Transportation Demand Management (TDM) Program. The TDM Program shall be designed to achieve a 20 percent reduction in P.M. peak-hour trips generated by the Office Park ("Commercial District") uses. The employee commute mode choice shall be annually monitored and the TDM Program adjusted, if necessary, to achieve a 20 percent trip reduction. The City shall determine, based on actual performance, whether the TDM Program will reasonably achieve a 20 percent reduction in P.M. peak-hour trips. The City shall not issue building permits for Office Park ("Commercial District") uses beyond 3,000,000 square feet, except to the degree to which actual reductions have been achieved and subject to any adjustments for equivalency conversion between uses. The following formula shall be used for this determination:

Allowable Office Park ("Comm. Distr.") Building Area = (80 percent x 3,750,000 gsf) + (percent actual trip reduction achieved x 3,750,000 gsf)

The issuance of building permits for Office Park ("Commercial District") uses shall be subject to the limitation that the Office Park ("Commercial District") building area shall not exceed 3,750,000 gross square feet unless other uses are reduced in size by the equivalency procedures. In the event that the equivalency procedures are used, the 3,750,000 gross square-foot limits described above shall all be adjusted accordingly.

The TDM program may include but not be limited to the following measures:

- On-Site Employee Transportation Coordinator (ETC) – The ETC would be a full-time position. The ETC would be responsible for maintaining the transportation displays and providing services such as on-site monthly transit pass sales, assistance with carpool/vanpool matching, oversight of the carpool/vanpool program and other ridesharing related services. The ETC would also coordinate resources and ideas with other transportation management organizations.
- On-Site Transportation Management Office – This facility would be a dedicated office for the ETC and any support personnel. It would serve as a tangible focal point for the TDM program. The location and contact number of this office would be well publicized so that employees could conveniently call or come in for assistance.
- Preferential Parking Management – The ETC would oversee a preferred employee carpool/vanpool parking program. This program would assign preferential parking spaces (i.e., the more desirable and convenient spaces) to eligible employee carpools and vanpools, and monitor the use of the identified spaces to ensure that they are being properly used.

- Carpool/Vanpool Matching – A ride matching service would be made available to help employees seek carpool and vanpool partners. The ETC would facilitate employee ride matching, with the primary emphasis on matching project employees with one another. The availability of this service would be advertised on on-site transportation displays.
- Vanpool Start-Up Assistance – The ETC would assist employers or employees attempting to initiate vanpool service at the project. This assistance could include research of van leasing arrangements, research of applicable tax credits, increased marketing activity and developing vanpool routes.
- Vanpool Staging Areas – Special vanpool passenger loading/unloading areas would be established at one or more locations on-site. This incentive would make it more convenient and safer for commuters to load and unload their vanpools outside the normal flow of traffic.
- On-Site Transit Pass Sales – Monthly LBT, joint LBT/MTA, and MTA passes would be available for purchase through the on-site transportation management office (TMO).
- Centralized Information Board – A centralized bulletin board or kiosk with information on alternative transportation modes, including transit, would be provided on-site.
- New Business/Employee Commuter Benefits/Flier Packet – The ETC would prepare fliers and/or packets outlining key TDM amenities and services that are made available by the project in support of alternative transportation modes. The fliers/packets would be distributed to employers for their dissemination to employees.
- Guaranteed Ride Home Program – This program would provide the means to those employees who carpool, vanpool, bus or bicycle to work to have a guaranteed ride home in the event of an emergency or unexpected overtime.
- Compressed Work Week Schedule - Implement compressed work week schedules where weekly work hours are compressed into fewer than five days.
- Other Marketing – The annual state- and regional-level events of California Rideshare Week and Southern California Bike-to-Work Day would be advertised and potentially used as the setting for a site-specific marketing event or transportation fair.

- Shuttle System – This shuttle system would be implemented through a joint arrangement with the City of Long Beach and/or Long Beach Transit, whereby the project would supply the shuttle vehicles and other capital needed to operate the service, and the City agencies would operate the service. It is anticipated that the shuttle system would provide limited stop service to the Metro Blue Line and intersecting bus lines that are en route during the morning and afternoon commute periods, and would operate as a free project circulator during non-commute periods to provide an alternative to walking or short driving trips within the Douglas Park site.
- Fleet Vehicles - Develop a program to minimize the use of fleet vehicles during smog alerts for businesses not subject to Rule 2202 or Regulation XII.
 - o Trigger Value: First Project building permit for Office Park (“Commercial District”) use

Regional Transportation Improvements

- MM-V.L-17:** I-405 (San Diego Freeway) Northbound On-Ramp from Southbound Cherry Avenue: Widen the two northbound on-ramps in the area where these ramps merge to provide an elongation of the merge section for a smoother and safer merge. Additionally, the ramp metering location for southbound traffic from Cherry Avenue could be relocated to provide added queuing length between the meter and Cherry Avenue.
- o Trigger Value: No later than 5,000 P.M. peak-hour trips

Residential Street Measures

- MM-V.L-18:** The Applicant or its designee shall make an initial lump sum payment of \$250,000 to the City of Long Beach, which the City shall administer for the study, design and implementation of neighborhood traffic management measures to deter potential Project traffic intrusion into the residential areas analyzed in the Draft EIR. The City shall coordinate with the City of Lakewood and other neighborhood groups in residential areas that may be significantly affected by such traffic intrusion. Potential neighborhood traffic management measures may include, but not be limited to, the following: additional Stop signs; speed bumps; turn restrictions; signal timing strategies; signalization prohibiting through traffic movements; parking restrictions; diverters; chokers; cul-de-sacs; partial cul-de-sacs; median islands; woonerfs (“chicanes”); traffic circles; one-way streets; and residential identity signs, gates, or monuments.

If requested by the City, and no sooner than 3,000 P.M. peak-hour trips, and provided that the initial \$250,000 payment has been spent and a complete accounting thereof is submitted to the Applicant or its designee,

the Applicant or its designee shall make an additional lump sum payment of \$250,000 to the City for additional design and implementation of neighborhood traffic management measures for the above-described residential areas. Any unused portion of this payment shall be returned to the Applicant or its designee within one year after the expiration of the Development Agreement.

- o Trigger Value: First Project building permit for initial \$250,000 payment; 3,000 P.M. peak-hour trips, provided that the initial \$250,000 has been spent and accounted for.

Public Transit Measures/Improvements

MM-V.L-19: The Applicant shall consult with Long Beach Transit (LBT) to address the projects anticipated transit demand needs.

Bicycle Facility Improvements

MM-V.L-20: In keeping with the intent of the Long Beach Bicycle Master Plan, the project will continue to provide a Class I bike lane within the Carson Street parkway adjacent to the site and will provide a Class I bike lane that extends through the project site south from Carson Street along Brizendine Avenue and down McGowen Street to Cover Street. Class II bike lanes will be provided on Cover Street, Conant Street and Heinemann Avenue subject to approval by the City of Long Beach Traffic Engineer. All other public street portions within Vesting Tentative Tract Map No. 70937 shall be designed as Class III bicycle route capable.

- o Trigger Value: Pursuant to Development Agreement schedule

Parking Measure

MM-V.L-21: A shared parking analysis will be prepared and submitted to the City of Long Beach for review and approval to justify a reduction in the Code-required on-site parking for the uses that will implement joint-use parking.

EXHIBIT G

COPY COPY

COVENANT AND AGREEMENT REGARDING LAKEWOOD BOULEVARD LANDSCAPE IMPROVEMENTS

RECORDING REQUESTED BY
AND MAIL TO:

Boeing Realty Corporation
15480 Laguna Canyon Road
Suite 200
Irvine, CA 92618-2114
Attention: DeDe Soto

COPY of Document Recorded
05 1290605
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER

COVENANT AND AGREEMENT REGARDING LAKEWOOD BOULEVARD LANDSCAPE IMPROVEMENTS

This Covenant and Agreement (the "Agreement") is made and entered into as of MAY
25, 2005 by and between McDONNELL DOUGLAS CORPORATION, a Maryland corporation and a wholly-owned subsidiary of The Boeing Company, a Delaware corporation ("Company"), and the CITY OF LONG BEACH, a charter city and municipal corporation of the State of California (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, Company is the owner of approximately 238 acres located in City of Long Beach, County of Los Angeles, State of California, as more particularly described in the Legal Description, attached hereto as Exhibit A (the "Property").

WHEREAS, Company has been engaged for several years in the planning and entitlement stages of a major land use project within the City known as Douglas Park (the "Douglas Park Project").

WHEREAS, Company concurrently herewith is entering into a Development Agreement with the City for the Douglas Park Project.

WHEREAS, pursuant to that certain Covenant And Agreement dated February 18, 2003 between Boeing Realty Corporation and the City (the "Phase 1 Agreement"), Company has previously constructed, or caused to be constructed, and is currently maintaining certain landscaping and planting for that portion of Lakewood Boulevard generally between Spring Street and Conant Street as shown on Exhibit B attached hereto (the "Phase 1 Landscaping"), in lieu of street trees normally specified by the City.

WHEREAS, as part of the Development Agreement, Company has agreed to construct and maintain certain landscaping and planting for that portion of Lakewood Boulevard between Conant Street and Carson Street as shown on Exhibit B attached hereto (the "Phase 2 Landscaping"), in lieu of street trees normally specified by the City.

WHEREAS, the Phase 1 Landscaping and the Phase 2 Landscaping are hereinafter referred to together as the "Lakewood Boulevard Landscaping."

WHEREAS, pursuant to this Agreement, upon completion of the Phase 2 Landscaping, Company shall maintain Phase 2 of the Lakewood Boulevard Landscaping as well as Phase 1 of the Lakewood Boulevard Landscaping.

WHEREAS, pursuant to the Phase 1 Agreement, City has reimbursed Boeing Realty Corporation ("BRC") all amounts owed by City to BRC under the Phase 1 Agreement, including the Capital Cost Contribution required under Section B of the Phase 1 Agreement and City has no further reimbursement obligation to BRC thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereto agree as follows:

A. Agreement and Assurances on the Part of Company:

1. Installation

Company shall complete, to the reasonable satisfaction of the City, the installation of the Phase 2 Landscaping as set forth in detailed landscape improvement plans to be (i) prepared by Company consistent with the detailed landscape improvement plans prepared for the Phase 1 Landscaping and (ii) approved by the Director of the Department of Public Works of the City (the "Director"). Company shall notify the Director in writing within thirty (30) days of the completion of such installation. The Director shall have thirty (30) days thereafter to direct Company in writing to correct the installation work, if any, that has not been done in accord with this Agreement and the approved plans.

2. Maintenance

Following their installation, maintenance for the Lakewood Boulevard Landscaping shall be provided by Company or its successors and assigns with respect to the Property (which may include a property owners association) in accordance with the following guidelines. Except as expressly set forth below in "Parkways and Medians" (Paragraphs a, j, and k) below, all such maintenance shall be at the sole cost and expense of the Company or said successors and assigns:

Parkways and Medians

- a. The cost of all planting and irrigation installation, removal, maintenance and/or repair of landscaping and irrigation systems located in the parkway or median areas, will be at Company's expense. Irrigation water and power to the irrigation controllers will be supplied by the City at the City's expense.
- b. All weeds and debris within planting areas will be removed and hauled away as reasonably required by the City.

- c. All sprinklers and the irrigation lines will be maintained as reasonably required by the City.
- d. All dead plants will be removed and replaced as reasonably required by the City.
- e. All vegetation will be trimmed to clear the street and sidewalk at all times as reasonably required by the City.
- f. All vegetation will be trimmed and maintained at all times as reasonably required by the City.
- g. All vegetation will be watered and fertilized to assure its survival.
- h. Pests and diseases will be continuously controlled to provide a healthy environment for plants and the public.
- i. Planting areas will be maintained in a safe condition free of debris at all times.
- j. Sidewalks will be maintained free and clear of landscape debris at all times, however, overall sidewalk maintenance and repair will be the responsibility and liability of the City.
- k. Fencing along Lakewood Boulevard adjacent to the Skylinks Golf Course will be installed at Company's expense. Fencing will be maintained by the City.

Trees – General

- a. Trees will be watered regularly in sufficient quantity to maintain proper root moisture.
- b. Trees will be staked and tied properly at all times, until the tree's root systems are mature enough to support the tree.
- c. Trees will be checked regularly to prevent girdling of the tree trunk.
- d. Tree planting areas will be maintained at all times to coincide with the sidewalk grade with no vertical lip.
- e. Tree planting areas will be kept free of weeds and debris.
- f. Trees will be trimmed to reduce the tree's crown in an effort to increase the trunk and root system stability, and to contribute to public safety at all times as reasonably required by the City.
- g. If an emergency of any kind should occur, such as the tree uprooting, or a limb falling onto private property or into the street area, it shall be the responsibility of Company to eliminate all debris at no cost to the City after being notified by City.
- h. Trees will be trimmed in accordance with ISA standards, sprayed, removed and replaced as necessary to the reasonable satisfaction of the City.

Trees – Palms

- a. Palms will be watered regularly in sufficient quantity to maintain proper root moisture.
- b. Palms will be trimmed one time per year, sprayed, removed and replaced as necessary to the reasonable satisfaction of the City.

Company further agrees to:

- a) Provide the City with a certificate of insurance evidencing a commercial general liability insurance policy in the amount of \$1,000,000 covering the activities to be performed under the above-described maintenance agreement and provide annual proof of same. The City shall be named as an additional insured on such policy. Such insurance policy shall provide that the City be notified by registered mail at least thirty (30) days before the effective date of any expiration, cancellation or reduction in coverage. Failure to maintain the herein required

insurance or to faithfully perform any other requirement of this Agreement shall result in the City having the right, but not the obligation, to perform any such requirement on Company's behalf and to receive payment upon demand for the reasonable cost thereof from Company.

b) Indemnify and hold harmless the City, its officers, agents and employees, from and against all third-party cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the City by reason of any failure by Company to faithfully perform the requirements of this Agreement (collectively, "Claims, Damages and Expenses"). Company hereby further agrees to assume, at its own expense, the defense of any action or actions to the extent based on any such failure by Company to so perform. Notwithstanding the foregoing, Company shall have no obligation to indemnify, hold harmless or defend City against any Claims, Damages and Expenses to the extent caused by or attributable to the City, or any person or entity acting on City's behalf, including without limitation City's employees, agents and contractors; provided, that the foregoing limitation shall not be construed to apply to Company or its successors or assigns, to the extent acting on City's behalf pursuant to the terms of this Agreement.

c) Waive any right to make or prosecute any claim or demand against the City, or any of its Boards, Departments, officers, employees, or agents for any damage that may occur to any of the street trees covered by this Agreement or property adjacent to said trees, or for any other loss, damage, cost or expense suffered by Company, caused in any manner by the City's actions in permitting Company to install and maintain the Lakewood Boulevard Landscaping.

B. Miscellaneous Provisions

1. This Agreement shall run with the Property and shall be binding upon any future owners and encumbrancers, their successors, heirs and assigns and shall continue in effect until the Parties approves its termination. Company's obligations, including indemnity and liability provisions, under this Agreement may be assigned to a corporation, partnership or other entity succeeding to Company's ownership in the Property, including, without limitation, to an association of owners of some or all of the lots into which the Property is now or hereafter subdivided, which association has the power, if necessary, to assess each owner for the costs of performing the obligations of Company under this Agreement. Upon any such assignment, Company shall have no further obligation under this Agreement with respect to any liabilities arising hereunder after the effective date of such assignment.

2. This Agreement supercedes in its entirety the Phase 1 Agreement which is hereby rescinded and has no further force or effect following the recordation of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed and delivered, as of the date first appearing above, by their duly authorized officers.

CITY OF LONG BEACH, a charter city
and municipal corporation of the State of California

By: [Signature]
City Manager

Date: 5-25-05

Approved as to Form,

5/24, 2005
ROBERT SHANNON, City Attorney

By: [Signature]

Approved as to Form,

May 16, 2005
Brown, Winfield & Canzoneri, Inc.,
Special Counsel

By: [Signature]

McDONNELL DOUGLAS CORPORATION, a
Maryland corporation

By: [Signature]
Stephen J. Barker
Authorized Signatory

Date: 5/02/05

By: _____

Date: _____

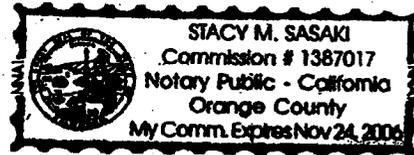
STATE OF CALIFORNIA

COUNTY OF Orange

On May 2, 2005, before me, Stacy M. Sasaki, a Notary Public personally appeared Stephen J. Barker, personally known to me ~~(or 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.

WITNESS my hand and official seal.

Signature Stacy M. Sasaki



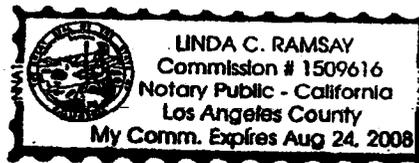
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On May 25, 2005, before me, Linda C. Ramsay, a Notary Public personally appeared Gerald R. Miller, personally known to me ~~(or 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.

WITNESS my hand and official seal.

Signature Linda C. Ramsay



STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a Notary Public personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

THAT PORTION OF LOT 40 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 26 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 40.00 FEET TO THE INTERSECTION OF THE CENTER LINES OF LAKEWOOD BOULEVARD (100 FEET WIDE) AND CONANT STREET (80 FEET WIDE); THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 782.60 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 219.08 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 594.30 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 113.30 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 6.42 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 105.78 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 587.88 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 2:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF SIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 2898.72 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 35 SECONDS EAST 46.92 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST 441.97 FEET TO THE SOUTHERLY LINE OF THE NORTH 100 FEET OF SAID LOT 39; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 1562.71 FEET TO THE WESTERLY LINE OF THE EAST 160 FEET OF SAID LOT 39; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 100 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 160 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39, DISTANT THEREON, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 200 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG LAST MENTIONED EASTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 359.97 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 45 SECONDS WEST 687.74 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 16 SECONDS WEST 725.64 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 40, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 516.65 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1354.90 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHERLY LINE, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 565.15 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 565.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 3:

THAT PORTION OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 40, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 673.99 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 42, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 300.70 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES 36 SECONDS EAST 470.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 558.38 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL 3 HEREBIN DESCRIBED; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 652.01 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 344.78 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 41 AND 42 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 42, DISTANT THEREON NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 213.73 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOTS, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 26.31 FEET; THENCE PARALLEL WITH SAID EASTERLY LINES, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 859.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 63 DEGREES 55 MINUTES 55 SECONDS WEST 15.48 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 665.10 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 865.00 FEET FROM THE EASTERLY LINE OF SAID LOT 41; THENCE ALONG SAID PARALLEL LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 526.88 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY DEED RECORDED IN BOOK 17896 PAGE 358, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD LAND, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 557.50 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1422.50 FEET FROM THE EASTERLY LINE OF SAID LOT 42; THENCE ALONG SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 870 FEET TO THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS

EAST 1208.77 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF LOTS 39 AND 41 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 39, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 17 DEGREES 39 MINUTES 25 SECONDS WEST 1103.34 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF THE LAND SO DESCRIBED, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 21.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 113.25 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 35 SECONDS EAST 126.98 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 91.30 FEET; THENCE NORTH 72 DEGREES 20 MINUTES 35 SECONDS WEST 59.97 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

THAT PORTION OF LOT 19 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 2050.47 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO MIKE LYMAN BY DEED RECORDED FEBRUARY 18, 1941 AS INSTRUMENT NO. 18 IN BOOK 18190 PAGE 223, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND OF LYMAN, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 100 FEET; THENCE ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY DEED RECORDED DECEMBER 13, 1940 AS INSTRUMENT NO. 22 IN BOOK 18034 PAGE 218, OFFICIAL RECORDS, TO AND ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY PARCEL "A" OF THE DEED RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 59 IN BOOK 18735 PAGE 243, OFFICIAL RECORDS, NORTH 89 DEGREES 47 MINUTES 44.35 SECONDS WEST 2081.92 FEET TO THE NORTHWEST CORNER OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 104.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF CARSON STREET, AS CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 10906 PAGE 178, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 39 AS DESCRIBED IN GRANT DEED TO THE CITY OF LONG BEACH WHICH RECORDED JULY 12, 2000 AS INSTRUMENT NO. 00-1064084 AND SEPTEMBER 28, 2000 AS INSTRUMENT NO. 00-1526582.

PARCEL 7:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE OF SAID LOT NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 1204.70 FEET, MORE OR LESS. TO THE SOUTHEASTERLY CORNER OF PARCEL 3, DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., INC., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 1354.90 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 516.65 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 16 SECONDS EAST 725.64 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST 587.74 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39; THENCE ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 40, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 2080.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEROOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE LAST ABOVE DESCRIBED LAND ON THE EAST.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 2.973 ACRES AND DESIGNATED AS PARCEL 2 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT COMPANY.

PARCEL 8:

THOSE PORTIONS OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF PARCEL 4 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 700.30 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 546.77 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 42, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 213.73 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PORTIONS OF LOTS 39, 40, 41 AND 42 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE

OF SAID LOT SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 652.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4, NORTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 558.38 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 36 SECONDS WEST 470.48 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG LAST SAID EAST LINE NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 658.57 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF PARCEL D OF TRACT NO. 2 AS DESCRIBED IN DEED FROM WESTERN LAND IMPROVEMENT COMPANY, RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 53 DEGREES 55 MINUTES 55 SECONDS EAST 306.99 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL D; THENCE ALONG THE WESTERLY LINE OF PARCEL A OF TRACT NO. 2 AS DESCRIBED IN LAST SAID DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 998.51 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 39 AND DISTANT SOUTHERLY THEREFROM 100 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 519.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 IN THE QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST 441.97 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 35 SECONDS WEST 46.92 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1446.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 0.196 ACRE AND DESIGNATED AS PARCEL 6 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO..

PARCEL 10:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE, 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959 AS INSTRUMENT NO. 3601, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932 AS INSTRUMENT NO. 1160 IN BOOK 11271 PAGE 368, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959, OFFICIAL RECORDS AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND

52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923 PAGE 236, OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT, APPURTENANT TO LAND DESCRIBED ABOVE AS PARCEL 10, WHICH EASEMENT SHALL CONSTITUTE A RIGHT OF INGRESS AND EGRESS TO AND FROM THE TAXIWAYS AND RUNWAYS OF THE LONG BEACH AIRPORT AS DELINEATED ON EXHIBIT C-1, ATTACHED TO DEEDS RECORDED DECEMBER 24, 1981 AS INSTRUMENT NOS. 81-1260432, 81-1260433, 81 1260434 AND 81-1260435 FROM THE LAND DESCRIBED ABOVE AS PARCEL 16, WHICH ABUTS THE LONG BEACH AIRPORT. SAID EASEMENT IS APPURTENANT, RUNNING WITH THE LAND, AND NOT PERSONAL.

PARCEL 12:

THAT CERTAIN STRIP OF LAND 20 FEET IN WIDTH BEING THOSE PORTIONS OF LOTS 41, 43 AND 44 AND OF VACATED BIXBY STATION ROAD, AS SHOWN ON THE MAP OF TRACT NO. 8084, PARTLY IN THE CITY OF LONG BEACH AND PARTLY IN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, A UTAH CORPORATION, RECORDED NOVEMBER 23, 1940 AS INSTRUMENT NO. 1000 IN BOOK 17896 PAGE 358 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF LYING WITH THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN QUITCLAIM DEED TO MONTANA LAND COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 58 IN BOOK 18826 PAGE 47 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL F" IN FINAL ORDER OF CONDEMNATION HAD IN LOS ANGELES SUPERIOR COURT CASE NO. LBC-23999, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 28, 1960 AS INSTRUMENT NO. 1191 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER

NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, WHICH LIE 500 FEET OR MORE BELOW THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED MARCH 31, 2004 AS INSTRUMENT NO. 04-0756993.

PHASE 2 LANDSCAPING

LAKEWOOD BOULEVARD LANDSCAPE IMPROVEMNT PLAN SPRING STREET TO CARSON STREET LONG BEACH, CALIFORNIA

PROJECT INFORMATION

LAKEWOOD BOULEVARD, 7.54 ACRES
 LANDSCAPE IMPROVEMENT
 LANDSCAPE PLAN NUMBER -
 SPRING STREET TO CARSON STREET

CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH SPECIFICATIONS
 LISTED IN CITY OF LONG BEACH SPECIFICATIONS FOR CONCRETE
 PAVEMENT

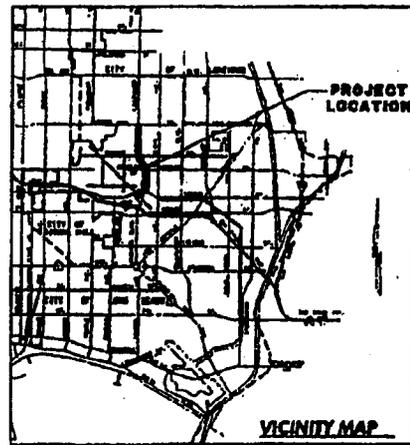
1. THE DESIGN LANDSCAPE ARCHITECT SHALL PROVIDE A COMPLETE SET OF DRAWINGS TO THE CITY APPROVING AGENCY (CITY) PRIOR TO BEGAINING CONSTRUCTION OF THE PROJECT.
 2. THE CONTRACTOR IS TO PROVIDE ALL NECESSARY MATERIALS TO BE CONSTRUCTED AND TO COPY THE SAME. CONTRACTOR IS TO PROVIDE ALL CONSTRUCTION DETAILS TO THE CONTRACTOR.
 A. THESE DETAILS TO BE PROVIDED
 4. CONTRACTOR TO MAINTAIN TRAFFIC CONTROL PLAN TO THE CITY PRIOR TO CONSTRUCTION.

CONTACTS

DESIGNER:
 CONSULTING ENGINEER:
 LANDSCAPE ARCHITECT:
 CITY OF LONG BEACH:
 CITY ENGINEER:
 CITY MANAGER:
 CITY CLERK:
 CITY ATTORNEY:
 CITY COMMISSIONER:

SHEET INDEX

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UTILITY COMPANIES

UTILITY COMPANIES

SUBCONSULTANTS

SUBCONSULTANTS

APPROVALS

CITY ENGINEER

DATE

SUBMITTALS

DATE

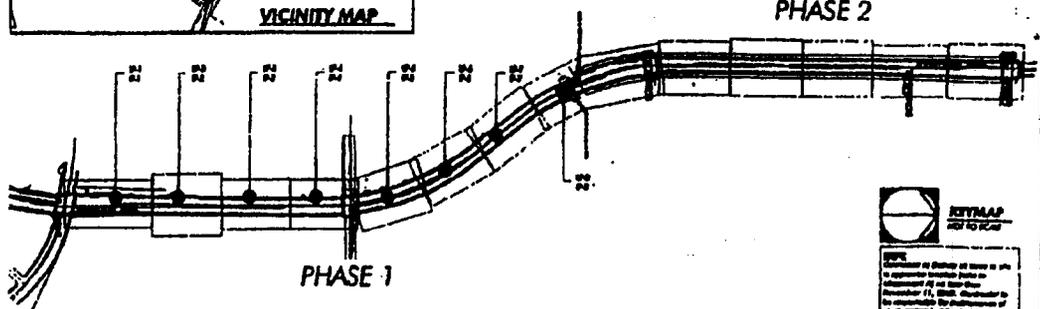
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NOTICE
 THE CITY OF LONG BEACH IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CONTRACTOR.

EXHIBIT H

EXHIBIT H

Performance Trigger Summary*

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Enclave Phase	
1st Performance Trigger	Execution of Development Agreement	1st Commercial C of O within Sub Area 7	1st Commercial C of O within Sub Area 8A	Upon the third (3rd) anniversary of the issuance of a Certificate of Occupancy for any Commercial Building within Sub Areas 7 or 8A	See Section 2.4.2(d) of this Agreement	See Section 2.4.2(e) of this Agreement	No Trigger

ON-SITE PROJECT INFRASTRUCTURE

On-Site Roadway Infrastructure	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Enclave Phase
Phase 1 On-Site Roadway Infrastructure	X					
Phase 2 On-Site Roadway Infrastructure		X				
Phase 3 On-Site Roadway Infrastructure ²			X			
Phase 4 On-Site Roadway Infrastructure				X		
Phase 5 On-Site Roadway Infrastructure					X	
Enclave Phase On-Site Roadway Infrastructure						X
Lakewood Boulevard Landscape Improvements	X					
North side of Carson Street Landscape Improvements ³						
Open Space Amenities						
Donald Douglas Plaza ⁴						
Jansen Green / View Corridors				X		
Bike Path Segment One	X					
Bike Path Segment Two				X		
Bike Path Segment Three				X		
Bike Path Segment Four ⁵			X			
Bike Path Segment Five ⁶			X			

HOUSING AND INFRASTRUCTURE PAYMENT

Affordable Housing Fee	\$250,000 ⁷					
Infrastructure Payment (\$1,000,000)	\$250,000 ⁸ \$625,000 ⁹ \$125,000 ¹⁰					
Infrastructure Payment (\$2,000,000) ¹¹						
Development Services Fee Payment ¹² (\$1,200,000)						

¹ Payment already paid.

² Portion of Cover Street and modification to signal at Cover Street and Paramount subject to approval by the City of Lakewood.

³ Subject to approval by the City of Lakewood.

⁴ Payment at Recordation of this Agreement; payment will be delayed in the event of any legal challenge to this Agreement.

⁵ Payment one year after Recordation of this Agreement.

⁶ Completed by 1st certificate of occupancy for any building fronting on Carson Street within Sub Area 1 or 2.

⁷ See Section 8.46 of this Agreement.

⁸ See Section 8.47 of this Agreement.



EXHIBITS

I-1 & I-2

EXHIBIT I-1
IMPACT FEES – APPLICABLE TO SOUTH OF COVER

1. Sewer Fees. Sewer fees for the Project during the Term shall be as follows:
 - \$67.48 per equivalent fixture unit per Sections 107 and Table 10-1 of the Uniform Plumbing Code.
 -
2. Traffic Impact Fees. No traffic impact fees shall be imposed on the Project during the Term. As discussed in Section 3.2.7, the Transportation Improvements qualify for credit against the City's Traffic Impact Fees. As such, no Traffic Impact Fees shall be required during the Term.
3. Affordable Housing Fee. No affordable housing fees shall be imposed on the Project during the Term, other than the payments set forth in Section 8.30.

EXHIBIT I-2
IMPACT FEES – APPLICABLE TO NORTH OF COVER

1. Sewer Fees. Sewer fees for the Project during the Term shall be as follows:
 - \$67.48 per equivalent fixture unit per Sections 107 and Table 10-1 of the Uniform Plumbing Code.
2. Traffic Impact Fees. No traffic impact fees shall be imposed on the Project during the Term. As discussed in Section 3.2.7, the Transportation Improvements qualify for credit against the City's Traffic Impact Fees. As such, no Traffic Impact Fees shall be required during the Term.
3. Affordable Housing Fee. No affordable housing fees shall be imposed on the Project during the Term, other than the payments set forth in Section 8.30.
4. Police and Fire Fees. Police and Fire Fees shall be payable at the rate existing at the time the Development occurs.

EXHIBIT J

EXHIBIT J
FORM OF CERTIFICATE OF AGREEMENT COMPLIANCE

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
15480 Laguna Canyon Road
Suite 200
Irvine, CA 92618-2114
Attn: _____

CERTIFICATE OF AGREEMENT COMPLIANCE

The City of Long Beach ("City") does hereby certify as follows:

1. On _____, City and McDonnell Douglas Corporation ("Company") entered into that certain Development Agreement for the development of Douglas Park, which Development Agreement was recorded as Instrument No. _____ in the Recorder's Office of the County of Los Angeles.

2. On _____, City completed its most recent annual review of the Development Agreement pursuant to California Government Code section 65865.1 and Section 5 of the Development Agreement.

3. Based upon the most recent annual statement of compliance submitted by Company and/or its successors or assigns, the most recent annual review and the information currently and actually known to City, as of the date set forth in paragraph 2 above, the Development Agreement has not been modified or amended by the City and Company [modify to reflect any amendments] and remains in effect.

4. Based upon the most recent annual statement of compliance submitted by Company and/or its successors or assigns, the most recent annual review and the information currently and actually known to City, as of the date set forth in paragraph 2 above, Company was in good faith compliance with the Development Agreement.

IN WITNESS WHEREOF, this Certificate is hereby executed by a duly



authorized officer of the City as of [_____, ____].

CITY OF LONG BEACH, a charter city

By: _____

Print Name: _____

Title: [Director of Planning and Building]

STATE OF CALIFORNIA)

)

ss.

COUNTY OF)

)

On _____, 2004 before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT K

EXHIBIT K
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
15480 Laguna Canyon Road
Suite 200
Irvine, CA 92618-2114
Attn: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), is made and entered into as of _____, by and between MCDONNELL DOUGLAS CORPORATION, a Maryland corporation ("Assignor") and _____, a _____ ("Assignee"), with reference to the following:

A. Pursuant to that certain Purchase Agreement And Escrow Instructions dated as of _____ (the "Purchase Agreement"), Assignor is selling to Assignee certain real property (the "Property") located within the area commonly known as Douglas Park and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Assignor heretofore entered into that certain Douglas Park Development Agreement dated _____ by and between Assignor and the City of Long Beach (the "Development Agreement"), which was recorded on _____ as Instrument No. _____ in the Official Records of the Recorder's Office of Los Angeles County, California.

C. In connection with the sale of the Property pursuant to the Purchase Agreement, Assignor now desires to assign and convey, and Assignee desires to accept and assume, all of Assignor's interest in and all of Assignor's obligations under the Development Agreement, subject to the conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ASSIGNMENT. Assignor hereby assigns, transfers, sets-over and delivers unto Assignee, without recourse or warranty of any kind, express or implied, all of the following rights, interests, benefits and privileges of Assignor under the Development Agreement:

[LIST OF RIGHTS, INTERESTS, BENEFITS AND PRIVILEGES BEING ASSIGNED.]

2. ASSUMPTION. Assignee hereby accepts the foregoing assignment and agrees to assume, discharge, keep, perform and fulfill all of the following terms, conditions, duties and obligations arising on or after [DATE OF ASSIGNMENT] to be performed and fulfilled by Assignor under the Development Agreement, for the duration thereof:

[LIST OF TERMS, CONDITIONS, DUTIES, INDEMNITIES AND OBLIGATIONS BEING ASSUMED, E.G., NON-COMPLIANCE FEE AND PREVAILING WAGE INDEMNITY.]

3. ASSIGNOR'S INDEMNITY. Assignor shall fully and completely defend, indemnify and hold harmless Assignee and each and all of its successors, assigns, employees, officers, shareholders, directors, agents, servants and legal representatives from and against any and all manner of action or actions, cause or causes of action, in law or in equity, promises, liabilities, claims, demands, damages, loss, cost or expense (including without limitation attorney's fees and expenses) of any nature whatsoever (hereinafter collectively referred to as "Claims") arising out of, based upon or relating in any way to the Development Agreement, and which Claims arise out of any act, omission, event or circumstances existing or occurring prior to [DATE OF ASSIGNMENT]. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity.

4. ASSIGNEE'S INDEMNITY. Assignee shall fully and completely defend, indemnify and hold harmless Assignor and each and all of its successors, assigns, employees, officers, partners, directors, agents, servants and legal representatives from and against any and all Claims arising out of, based upon or relating in any way to the Development Agreement, and which Claims arise out of any act, omission, event or circumstance existing or occurring on or after [DATE OF ASSIGNMENT]. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity.

5. REPRESENTATION OF ASSIGNEE. Assignee hereby acknowledges receipt of a copy of the Development Agreement and represents and warrants that it has knowledge of its terms, covenants, conditions, duties and obligations.

6. COVENANTS OF FURTHER ASSURANCES. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

7. COUNTERPARTS. This Assignment may be signed in multiple counterparts which, when taken together and signed by all parties and recorded as provided in Section 9 hereof, shall constitute a binding Assignment between the parties.

8. SUCCESSORS AND ASSIGNS. All of the terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

9. EFFECTIVENESS. The effective date of this Assignment shall be the date upon which this instrument is recorded in the Official Records of the Recorder's Office of Los Angeles County, notwithstanding a prior execution date.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first set forth above.

ASSIGNOR:

MCDONNELL DOUGLAS
CORPORATION, a Maryland corporation

By: _____
Its: _____

ASSIGNEE:

_____, a

By: _____
Its: _____

STATE OF CALIFORNIA

)

) ss

COUNTY OF LOS ANGELES

)

On before me, , Notary Public, personally
appeared , personally known to me (or proved to me on the
basis of satisfactory evidence) to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same in their authorized
capacities, and that by their signatures on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC



EXHIBIT L

EXHIBIT L
FORM OF WAIVER OF RIGHT OF FIRST REFUSAL AND USE RESTRICTION

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
15480 Laguna Canyon Road
Suite 200
Irvine, CA 92618-2114
Attn: _____

WAIVER OF RIGHT OF FIRST REFUSAL

THIS WAIVER OF RIGHT OF FIRST REFUSAL dated as of _____, is executed by the City of Long Beach, a charter city and municipal corporation of the State of California ("the City") in favor of MCDONNELL DOUGLAS CORPORATION, a Maryland corporation ("Company"), and its successors and assigns with respect to that certain real property (the "Property") located in the City of Long Beach, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

Paragraph L in that certain Corporation Grant Deed executed by the City and recorded on December 24, 1981 as Instrument No. 81-1260432 in the Official Records of Los Angeles County, California and Paragraph L in the certain Corporation Grant Deed executed by the City and recorded on December 24, 1981 as Instrument No. 81-1260433 in the Official Records of Los Angeles County, California each contains a right of first refusal in favor of the City (collectively, the "First Rights") that apply to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City does hereby fully and finally waive the First Rights to the extent that either or both of the First Rights now or hereafter apply to the Property. The foregoing agreement and waiver may be relied upon by Company, its successors and assigns and all past and future owners of the Property.

**CITY OF LONG BEACH, a charter city and
municipal corporation of the State of
California**

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Date: _____

ROBERT SHANNON, City Attorney

By: _____

STATE OF CALIFORNIA

)

) ss

COUNTY OF LOS ANGELES

)

On before me, , Notary Public, personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW 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, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932, AS INSTRUMENT NO. 1150 IN BOOK 11271 PAGE 368 OF OFFICIAL RECORDS OF SAID COUNTY WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959, AS INSTRUMENT NO. 3959, IN BOOK D-652 PAGE 15 OF OFFICIAL RECORDS OF SAID COUNTY AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND 52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718:10 FEET; ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID

LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE, OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094, PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923, PAGE 236,

PARCEL 2:

THAT PORTION OF LOT 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF CONANT STREET, 80 FEET WIDE, AS DESCRIBED IN THE DEEDS TO COUNTY OF LOS ANGELES, RECORDED SEPTEMBER 21, 1942, AS INSTRUMENT NO. 523 AND RECORDED APRIL 21, 1941, AS INSTRUMENT NO. 1071 IN BOOK 18324 PAGE 299 BOTH OF OFFICIAL RECORDS OF SAID COUNTY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 300 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 52; THENCE ALONG SAID CONANT STREET (80 FEET WIDE) NORTH 89 DEGREES 53 MINUTES 48 SECONDS WEST 2224.60 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959 IN BOOK D-652 PAGE 15 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID DEED TO THE STATE OF CALIFORNIA AS FOLLOWS:

SOUTH 33 DEGREES 21 MINUTES 43 SECONDS WEST 50.42 FEET AND SOUTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1932 FEET THROUGH CENTRAL ANGLE OF 16 DEGREES 53 MINUTES 01 SECONDS AN ARC DISTANCE OF 569.31 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 585 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID HEREINABOVE MENTIONED CONANT STREET; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS EAST 2087 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 52; THENCE NORTHERLY ALONG SAID MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR

RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923, PAGE 236, OFFICIAL RECORDS.

PARCEL 3:

LOTS 1, 2, 3 AND 4 OF TRACT NO. 29579 AS RECORDED IN THE RECORDS OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES IN BOOK 935, PAGED 37 - 40.

EXHIBIT M



EXHIBIT M

LEGAL DESCRIPTION

APN 7149-001-900

S.W. CORNER LAKEWOOD/CARSON
PROPERTY WITH IMPROVEMENTS

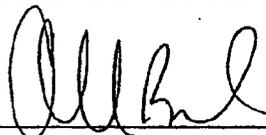
THAT PORTION OF THE EASTERLY 160 FEET OF THE NORTHERLY 200 FEET OF LOT 39 OF TRACT MAP 8080, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; SAID POINT BEING ON THE WESTERLY LINE OF LAKEWOOD BOULEVARD (80 FEET WIDE); THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 00°17'22" WEST 200.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHERLY 200 FEET OF SAID LOT; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°42'49" WEST 5.13 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 00°18'44" EAST 106.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 33.00 FEET; THENCE NORTHWESTERLY AND WESTERLY 51.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'55"; THENCE NORTH 89°47'11" WEST 121.87 FEET TO A POINT ON THE WESTERLY LINE OF THE EASTERLY 160 FEET OF SAID LOT; THENCE ALONG SAID WESTERLY LINE N00°17'22" EAST 60.50 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°42'49" EAST 160.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 21,389 SQUARE FEET MORE OR LESS

PREPARED BY ME OR UNDER MY SUPERVISION



ANNA M. BEAL, P.L.S. 4955
EXPIRES 12/31/05

12/31/04

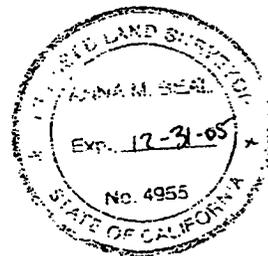




EXHIBIT N



EXHIBIT N

RIGHT OF ENTRY PERMIT AGREEMENT

City of Long Beach ("City") hereby grants permission to McDonnell Douglas Corporation, a Maryland corporation and a wholly-owned subsidiary of The Boeing Company, a Delaware corporation ("Permittee") to use and occupy approximately five tenths (0.5) gross acres of real property located at the southwest corner of Carson Street and Lakewood Boulevard ("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 Section 8.25.1 of the Douglas Park Development Agreement dated as of December 21, 2004, 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 Permit shall commence on _____, 20____, and shall end at midnight on _____, 20____.

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 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. 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 of 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. As a condition precedent to the effectiveness of this Permit, Permittee shall procure and maintain the following insurance at Permittee's sole expense for the duration of this Permit from insurance companies that are admitted to write insurance in the State of California or from nonadmitted 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, lightning or any other perils normally included in an "all risk" property 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 City or Permittee or their respective agents, employees, guests, licensees, invitees or contractors.

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.

Permittee shall make available to the City a publicly available internet site containing an electronic memorandum evidencing such insurance coverage, e.g.:

<http://www.marsh.com/MarshPortal/PortalMain?PID=AppMoiFAQ-Terms&CLIENT=900001335>

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 subconsultant 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

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: McDonnell Douglas Corporation
 c/o Boeing Realty Corporation
 15480 Laguna Canyon Road, Suite 200
 Irvine, California 92618-2114
 Attention: DeDe Soto
 FAX No. (949) 790-1906

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]

ACCEPTED this _____ day of _____, 20__.

McDONNELL DOUGLAS CORPORATION,
a Maryland corporation

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__.

ROBERT E. SHANNON, City Attorney

By: _____

Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION
APN 7149-001-900
S.W. CORNER LAKEWOOD/CARSON
PROPERTY WITH IMPROVEMENTS

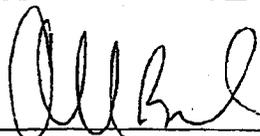
THAT PORTION OF THE EASTERLY 160 FEET OF THE NORTHERLY 200 FEET OF LOT 39 OF TRACT MAP 8080, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

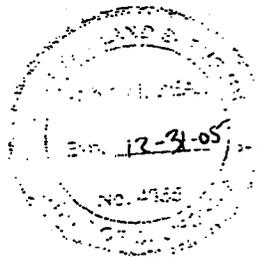
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; SAID POINT BEING ON THE WESTERLY LINE OF LAKEWOOD BOULEVARD (80 FEET WIDE); THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 00°17'22" WEST 200.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHERLY 200 FEET OF SAID LOT; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°42'49" WEST 5.13 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 00°18'44" EAST 106.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 33.00 FEET; THENCE NORTHWESTERLY AND WESTERLY 51.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'55"; THENCE NORTH 89°47'11" WEST 121.87 FEET TO A POINT ON THE WESTERLY LINE OF THE EASTERLY 160 FEET OF SAID LOT; THENCE ALONG SAID WESTERLY LINE N00°17'22" EAST 60.50 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°42'49" EAST 160.00 FEET TO THE POINT OF COMMENCEMENT.

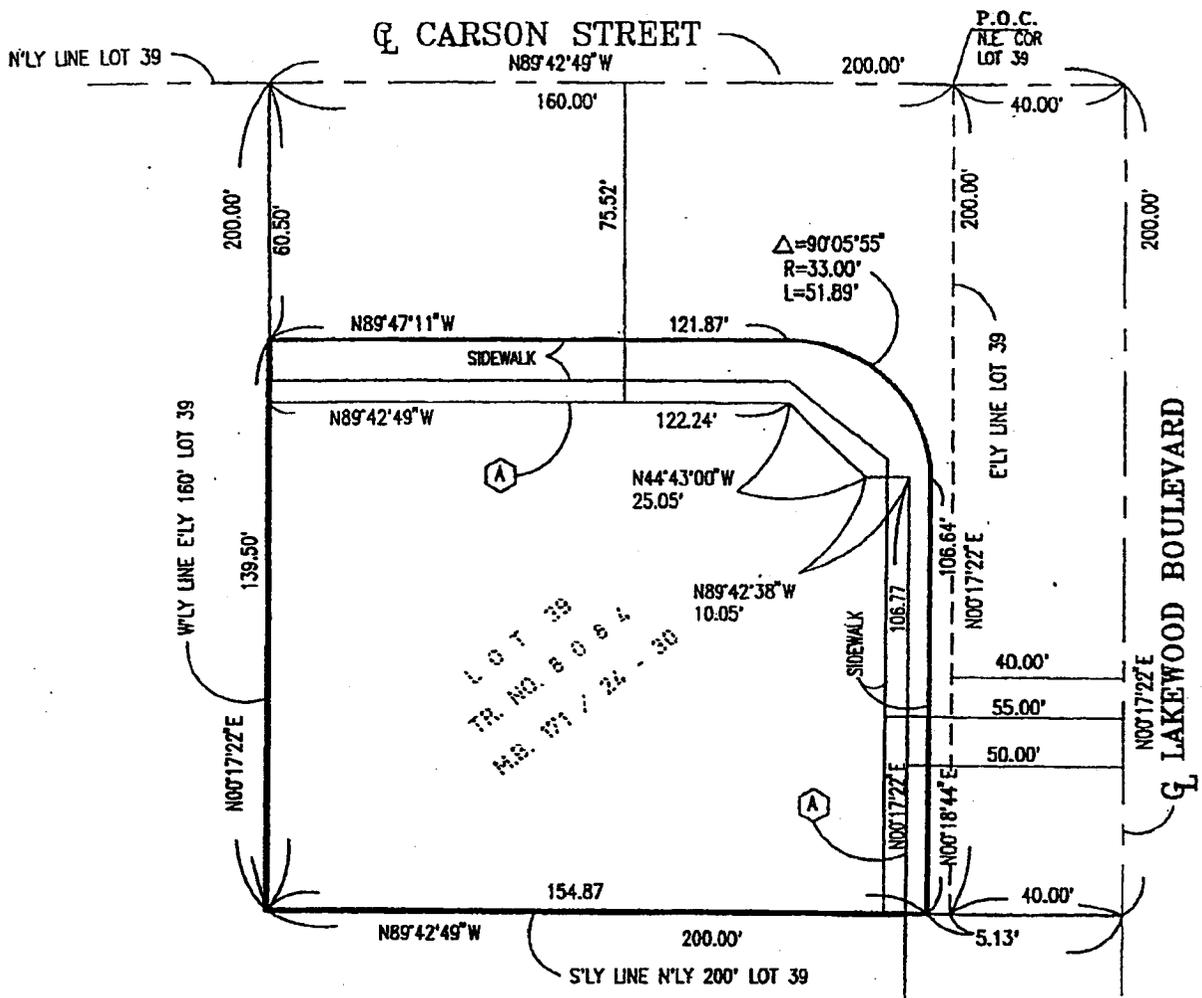
CONTAINING 21,389 SQUARE FEET MORE OR LESS

PREPARED BY ME OR UNDER MY SUPERVISION


ANNA M. BEAL, P.L.S. 4955
EXPIRES 12/31/05

12/31/04





(A) RIGHT OF WAY PER WILLDAN DRAWING FOR
 THE IMPROVEMENT OF LAKEWOOD BOULEVARD
 DRAWING C-5488.

Handwritten signature

12-3-05

SCALE: N.T.S.



[] INDICATES LIMITS OF PROPERTY
 INCLUDING IMPROVEMENTS
 21,389 SQ. FT. ±

BEARING AND DISTANCES SHOWN HEREON
 ARE BASED UPON RECORD DATA.

REVISED 12/03/04
 SHEET 1 OF 1 SHEETS

CITY OF LONG BEACH
4069 LAKEWOOD BOULEVARD
APN 7149-001-900



EXHIBIT O



COPY

JUN 02 2005

AIRSPACE AND AVIGATION EASEMENT

Recorded at the request of and mail to:

City of Long Beach
Attn: Michael J. Mais, Asst. City Attorney
333 W. Ocean Blvd., 11th Floor
Long Beach, CA 90802

COPY of Document Recorded 05 1290604
Has not been compared with original. Original will be returned when processing has been completed. LOS ANGELES COUNTY REGISTRAR - RECORDER

FREE RECORDING REQUESTED IN ACCORDANCE
WITH GOVERNMENT CODE §6103

Space above this line for Recorder's Use

AIRSPACE AND AVIGATION EASEMENT

By its duly authorized execution of this document, McDonnell Douglas Corporation, a Maryland corporation and a wholly-owned subsidiary of The Boeing Company, a Delaware corporation ("Grantor"), grants to the City of Long Beach, a charter city and municipal corporation of the State of California ("Grantee" or "the City"), an airspace and avigation easement over and to that certain property owned by Grantor and located adjacent to Long Beach Airport- Daugherty Field, commonly known as Douglas Park, and more specifically described in the legal description attached and incorporated into this grant of easement as "Attachment A" ("the Property"). This airspace and avigation easement is granted in perpetuity to the City (and its successors) in its capacity as the owner, operator and proprietor of that certain property commonly known as Long Beach Airport-Daugherty Field ("LGB"). This grant of easement is executed, delivered and effective as of 5/02, 2005.

This easement, as defined and described in Section 2 of this document, is granted for good and valuable consideration, and is made and accepted in further consideration of the recitals, representations and warranties in Section 1 of this document.

1.0 Recitals, Representations and Warranties

1.1 Grantor's Ownership.

As of the effective date of this grant of easement, Grantor is the legal owner in fee of the Property.

1.2 Grantee's Ownership of Long Beach Municipal Airport.

Grantee owns and operates LGB as a public airport.

1.3 Grantor's Development of the Property.

Grantor desires to develop the Property and to receive necessary permits and authorization for such development from the City. In connection and concurrently with execution and acceptance of this grant of easement, City has approved and Grantor and the City have executed a Development Agreement governing the development of the Property.

1.4 Grantor's Authority to Grant Easement.

Grantor has been duly and lawfully authorized by its Board of Directors to execute this grant of easement in favor of the City.

1.5 Grantee's Authority to Accept Easement.

Grantee has been duly and lawfully authorized by its City Council to accept this grant of easement.

1.6 Present and Future Effects of the Operation of LGB as

a Public Airport on the Development and Use of the Property.

As a result of the present or future operation of aircraft to and from LGB, the Property is regularly subject to operation of aircraft on LGB property, and flight by aircraft over or in the vicinity of the Property of such a nature, and in such volume, that persons residing within, or otherwise lawfully using or occupying the Property, or any portion of the Property, may experience various resulting effects, including, but not limited to, noise, dust particulates, fumes or other effects to a degree sufficient to cause

inconvenience, annoyance, discomfort, emotional or physical distress or injury, interference with the comfortable use and enjoyment of the Property for its intended or permitted purpose, or diminution in the value the Property. The nature and level of aircraft operations to, from and on LGB may increase in the future, and may cause a resulting increase in adverse effects to the Property, its value, and persons residing on or otherwise lawfully using or occupying the Property.

**1.7 Protection of Legal Rights and Interests Existing
in Respect of the Operation of LGB as Public Airport.**

In connection with its desired development of the Property, and in consideration of the City's agreement to enter into a Development Agreement for the Property, Grantor, for itself and the "Grantor Parties" defined in Section 3.1 of this grant of easement, wishes to provide appropriate protections for the legal rights and interests of the City, users of LGB, and the public with respect to the continued operation and use of LGB as a public airport.

2.0 Grant and Terms of Airspace and Avigation Easement.

Grantor, for itself and the Grantor Parties, grants a perpetual and nonexclusive airspace and avigation easement (the "easement") over and to the Property to the City, as described below. This easement is granted for the benefit of the City and the "Grantee Related Parties" defined in Section 3.1 of this grant of easement.

2.1 Right to use Airspace Above the Property.

Grantee, and all persons using LGB, shall have the unimpeded and unrestricted right to use and operate aircraft through all of the "navigable airspace" above the Property, as that term is presently defined in the Federal Aviation Act of 1958, as amended, and in all airspace above the Property necessary or convenient to the present or future operation of aircraft to and from LGB in accordance with all relevant regulations, advisory circulars or other publications of the Federal Aviation Administration governing the operation of aircraft in flight.

Grantor will not erect or permit the erection of, or permit to remain upon the Property, any building, structure, improvement, tree, vegetation or other object extending into the airspace above the Property that may, in Grantee's sole and exclusive judgment, cause interference with aircraft navigation or operations at LGB.

Grantee shall have the unrestricted right, in its sole and exclusive discretion and without liability to Grantee of any kind, to take such actions as it deems necessary, including the unrestricted right of ingress and egress on the Property, subject to the notice provisions set forth in Section 2.2, below, to prevent, prohibit, remove, demolish in whole or in part, or install any lighting or marking on, any: (i) building, (ii) portion(s) of buildings, (iii) structures or improvements of any kind, (iv) tree, (v) vegetation or (vi) any other object on the Property or any portion thereof, which causes any interference with, or impairment of, the safe, efficient, free and unrestricted use of the airspace by aircraft operating to or from LGB, or which is in any respect inconsistent with then existing federal law or regulations which define the airspace necessary or convenient to the safe and efficient operation of aircraft to and from LGB. However, in the event any structure is constructed on the Property which, at the time of its construction, has received necessary and required City permits for construction, and which has received a written determination from the Federal Aviation Administration ("FAA"), in accordance and consistent with the requirements of Part 77 of the Federal Aviation Regulations (or equivalent successor regulations), that the structure is neither an "obstruction" nor a "hazard" to air navigation, such structure shall be deemed to be in compliance with the requirements of this grant of easement, and it shall not be subject to any action to demolish or remove the structure, in whole or in part, under the terms of this grant of easement.

The cost to install lighting or markings on, or to remove or demolish, in whole or in part, any such building or portion of building, structure, improvement, tree, vegetation or other object shall be borne exclusively by Grantor or the Grantor Parties.

**2.2 Prohibition Against Activities Which Cause Electronic or
Light Interference with Operations at, or the use of, LGB.**

Grantor shall not use the Property for, or permit the use on the Property of, any activity which creates electrical interference with radio communication between any installation on or user of LGB and aircraft operating to, from or in the vicinity of LGB. Grantor will not install, use or permit the use of lights on the Property which interfere with or impair the unrestricted operation of LGB or the visibility of LGB to users of the airport, or which make it difficult for aircraft operators or pilots to distinguish between airport lights and other lights. Grantor will not cause or permit a discharge on or from the Property of fumes, dust or smoke which impairs visibility in the vicinity of LGB or otherwise endangers the landing, taking off or maneuvering of aircraft, or otherwise impairs the usability or function of LGB as an airport.

Grantee shall have the unrestricted right in its sole and exclusive discretion, and without liability to Grantee of any kind, to take such actions as are necessary, including the unrestricted right of ingress and egress to prevent, prohibit, remove, or otherwise terminate any improvement or activity on the Property which is inconsistent with or in violation of the rights and prohibitions of this Section; provided, however, that Grantee shall provide Grantor (or any subsequent owner of the portion of the Property over which Grantee wishes to exercise such right of ingress and egress) a minimum of ten (10) days notice prior to exercising such right of ingress and egress.

The cost to prevent, prohibit remove, or otherwise terminate any such improvement or activity on the Property shall be borne exclusively by Grantor or the Grantor Parties.

2.3 Right to Impose on the Property Noise, Fumes and Other Consequential Effects of Aircraft Operation, and the Operation of LGB as a Public Airport.

For, as a result of, or in connection with any and all air navigation, airport operations, aircraft ground operations, maintenance, or any other purpose directly or indirectly related to aviation activities at, to or from LGB, or its use as a public airport, including aircraft landing, taking off, taxiing, aviation or related facility operations at or on LGB, Grantee and the Grantee Related Parties shall have the right to subject the Property to any and all effects or conditions of any nature, and at any level or volume,

resulting from the operation of LGB as an aviation facility, or the operation of any aircraft using LGB, except as expressly provided in Section 2.5, below.

This easement right includes, but is not limited to, the right to cause on or over the Property, or in any structure or improvement on the Property, noise, sounds, vibrations, turbulence, illumination, air currents, electronic interference, fumes, dust, other particulate matter, or fuel particles resulting from the operation of aircraft or the operation of LGB as an aviation facility, and any and all resulting annoyance, inconvenience, disturbance or other consequences to persons on, in or using the Property, and any improvements on the Property, as they may now or hereafter exist. This easement right further includes the right to cause interference with sleep, communication, recreation or other use or enjoyment of the Property, and any and all other effects that might otherwise be alleged to be incident to or caused by the operation of LGB, or the operation of aircraft over or in the vicinity of the Property, or in landing at or taking off from, or operating at or on LGB, including, but not limited to, those effects that (i) may be objectionable or would otherwise constitute a trespass on the Property, or into airspace above or in the vicinity of the Property, (ii) may cause a permanent or continuing nuisance with respect to the Property or its use, (iii) may cause any emotional or other distress or injury to any person, or (iv) may cause or result in any taking of or damage to the Property, any portion of the Property, or any improvements on or to the Property.

2.4 Continuing and Future Easement Rights and Waiver of Claims.

This easement shall continue in perpetuity notwithstanding any future changes or increases in the type, volume, frequency, time, or location of operations to, from or at LGB; nor shall any such changes constitute or be deemed to be a "burden" or "surcharge" on the easement. No conduct or use of the Property by Grantor or any Grantor Party for any period of time shall be construed to establish prescriptive rights in Grantor or any such Grantor Party; nor shall any increase, diminution or change in the use of the easement, or the operation or use of LGB by Grantee, constitute an "overburdening," termination or abandonment of the easement, in whole or in part.

Except as provided in Section 2.5, Grantor and each of the Grantor Parties waive

any right, or claim of right, for damages or otherwise, against Grantee, and all Grantee Related Parties (as defined in Section 3.1), for any act or activity undertaken consistent with the rights granted in, or permitted by, this grant of easement.

2.5 Exception for Aircraft Crash or Falling Objects.

This easement, and the resulting waiver of Grantor's rights, shall not be deemed to limit the liability of any aircraft operator for direct physical injury or damage to persons, structures or improvements on the property directly resulting from: (i) an aircraft crash onto the Property; (ii) the impact of falling objects from, or parts of, any aircraft onto the Property; or (iii) the discharges of waste or the non-routine or non-customary discharges of fluids or fuel from any aircraft.

3.0 General Provisions.

3.1 Persons Bound by Easement

This easement shall be appurtenant to and for the benefit of LGB, including any additions thereto, wherever located, and for the benefit of Grantee and Grantee's successors, assigns, tenants, permittees, licensees, concessionaires, guests, and invitees, including, but not limited to, any and all persons, firms, or entities lawfully on, using or operating aircraft to, from or at LGB ("Grantee Related Parties"). This easement, and all resulting rights, is forever vested in Grantee, its successors and assigns. The obligations created, and privileges and rights granted, by this easement shall be binding upon the Property (and each portion thereof) and all Grantor Parties. For purposes of this easement, "Grantor Party" or "Grantor Parties" means, collectively: (i) Grantor and its affiliates, successors and assigns; (ii) all subsequent owners of a fee interest in any portion of the Property and their respective heirs, administrators, executors, representatives, successors and assigns; and (iii) all persons and entities from time to time on, using and/or occupying any portion of the Property, either as an owner, tenant, licensee, invitee, permittee, concessionaire, employee, visitor, guest or otherwise.

3.2 Modification or Termination of Easement.

This easement may not be modified, amended, terminated or abandoned except by execution and delivery of an instrument executed and acknowledged by Grantee, its successors or assigns.

3.3 Severability.

In the event that any one or more covenant, condition, right or other provision contained in this easement is held to be unenforceable, invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this easement and such a determination shall in no way affect, impair, or invalidate any other covenant, condition, right or other provision of this easement.

GRANTOR

McDonnell Douglas Corporation, a Maryland Corporation

By: _____

Its: _____

Dated: _____


Stephen J. Barker
Authorized Signatory
5/02/05

#04-02269

LAI1218087.7

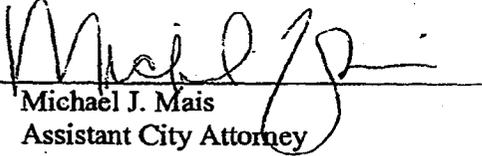
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the foregoing Airspace And Avigation Easement dated MAY 2 2005, from the MCDONNELL DOUGLAS CORPORATION, a Delaware corporation, to the CITY OF LONG BEACH, a charter city and municipal corporation of the State of California, is hereby accepted pursuant to order of the City Council of the City of Long Beach made on DECEMBER 21 2004, and that the Grantee consents to recordation thereof by its duly authorized officer, namely, the City Attorney.

DATED: 5/24/05

ROBERT E. SHANNON, City Attorney of the City of Long Beach

By:


Michael J. Mais

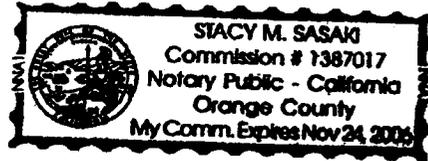
Assistant City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On May 2, 2005, 2004 before me, Stacy M. Sasaki, a notary public in and for said State, personally appeared Stephen J. Barker, personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature Stacy M. Sasaki (Seal)



ATTACHMENT A
LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

THAT PORTION OF LOT 40 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 40.00 FEET TO THE INTERSECTION OF THE CENTER LINES OF LAKEWOOD BOULEVARD (100 FEET WIDE) AND COMANT STREET (80 FEET WIDE); THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 782.60 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 219.08 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 594.30 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 113.30 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 6.42 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 105.78 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 587.88 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 2:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 2098.72 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 35 SECONDS EAST 46.92 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST 441.97 FEET TO THE SOUTHERLY LINE OF THE NORTH 100 FEET OF SAID LOT 39; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 1562.71 FEET TO THE WESTERLY LINE OF THE EAST 160 FEET OF SAID LOT 39; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 100 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 160 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39, DISTANT THEREON, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 200 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG LAST MENTIONED EASTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 359.97 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 45 SECONDS WEST 687.74 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 16 SECONDS WEST 725.64 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 40, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 516.65 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1354.90 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHERLY LINE, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 565.15 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 565.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 3:

THAT PORTION OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 40, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 673.99 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 42, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 200.70 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES 36 SECONDS EAST 470.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 358.38 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL 3 HEREBIN DESCRIBED; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 652.81 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 344.78 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 41 AND 42 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 42, DISTANT THEREON NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 213.73 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOTS, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 26.31 FEET; THENCE PARALLEL WITH SAID EASTERLY LINES, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 859.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 63 DEGREES 55 MINUTES 55 SECONDS WEST 15.48 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 665.10 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 865.00 FEET FROM THE EASTERLY LINE OF SAID LOT 41; THENCE ALONG SAID PARALLEL LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 526.88 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY DEED RECORDED IN BOOK 17896 PAGE 358, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD LAND, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 557.50 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1422.50 FEET FROM THE EASTERLY LINE OF SAID LOT 42; THENCE ALONG SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 870 FEET TO THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS

EAST 1208.77 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF LOTS 39 AND 41 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 39, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 17 DEGREES 39 MINUTES 25 SECONDS WEST 1103.34 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF THE LAND SO DESCRIBED, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 21.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 113.25 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 35 SECONDS EAST 126.98 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 91.30 FEET; THENCE NORTH 72 DEGREES 20 MINUTES 35 SECONDS WEST 59.97 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

THAT PORTION OF LOT 39 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 2050.67 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO MIKE LYMAN BY DEED RECORDED FEBRUARY 18, 1941 AS INSTRUMENT NO. 18 IN BOOK 18190 PAGE 223, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND OF LYMAN, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 100 FEET; THENCE ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY DEED RECORDED DECEMBER 13, 1940 AS INSTRUMENT NO. 22 IN BOOK 18034 PAGE 218, OFFICIAL RECORDS, TO AND ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY PARCEL "A" OF THE DEED RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 59 IN BOOK 18735 PAGE 243, OFFICIAL RECORDS, NORTH 89 DEGREES 47 MINUTES 44.35 SECONDS WEST 2081.92 FEET TO THE NORTHWEST CORNER OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 104.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF CARSON STREET, AS CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 10906 PAGE 178, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 39 AS DESCRIBED IN GRANT DEED TO THE CITY OF LONG BEACH WHICH RECORDED JULY 12, 2000 AS INSTRUMENT NO. 00-1064084 AND SEPTEMBER 28, 2000 AS INSTRUMENT NO. 00-1526582.

PARCEL 7:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE OF SAID LOT NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 1204.70 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF PARCEL 3, DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., INC., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 1354.90 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 516.65 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 16 SECONDS EAST 725.64 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST 687.74 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39; THENCE ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 40, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 2080.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY, CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE LAST ABOVE DESCRIBED LAND ON THE EAST.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 2.973 ACRES AND DESIGNATED AS PARCEL 2 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT COMPANY.

PARCEL 8:

THOSE PORTIONS OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF PARCEL 4 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 700.30 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 546.77 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 42, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 213.73 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PORTIONS OF LOTS 39, 40, 41 AND 42 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE

OF SAID LOT SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 652.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4, NORTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 558.38 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 36 SECONDS WEST 470.48 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG LAST SAID EAST LINE NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 658.57 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF PARCEL D OF TRACT NO. 2 AS DESCRIBED IN DEED FROM WESTERN LAND IMPROVEMENT COMPANY, RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 53 DEGREES 55 MINUTES 55 SECONDS EAST 306.99 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL D; THENCE ALONG THE WESTERLY LINE OF PARCEL A OF TRACT NO. 2 AS DESCRIBED IN LAST SAID DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 998.51 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 39 AND DISTANT SOUTHERLY THEREFROM 100 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 519.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 IN THE QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST 441.97 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 35 SECONDS WEST 46.92 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1446.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 0.196 ACRE AND DESIGNATED AS PARCEL 6 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO..

PARCEL 10:

TROSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE, 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959 AS INSTRUMENT NO. 3601, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932 AS INSTRUMENT NO. 1160 IN BOOK 11271 PAGE 360, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959, OFFICIAL RECORDS AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND

52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923 PAGE 236, OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT, APPURTENANT TO LAND DESCRIBED ABOVE AS PARCEL 10, WHICH EASEMENT SHALL CONSTITUTE A RIGHT OF INGRESS AND EGRESS TO AND FROM THE TAXIWAYS AND RUNWAYS OF THE LONG BEACH AIRPORT AS DELINEATED ON EXHIBIT C-1, ATTACHED TO DEEDS RECORDED DECEMBER 24, 1981 AS INSTRUMENT NOS. 81-1260432, 81-1260433, 81-1260434 AND 81-1260435 FROM THE LAND DESCRIBED ABOVE AS PARCEL 16, WHICH ABUTS THE LONG BEACH AIRPORT. SAID EASEMENT IS APPURTENANT, RUNNING WITH THE LAND, AND NOT PERSONAL.

PARCEL 12:

THAT CERTAIN STRIP OF LAND 20 FEET IN WIDTH BEING THOSE PORTIONS OF LOTS 41, 43 AND 44 AND OF VACATED BIXBY STATION ROAD, AS SHOWN ON THE MAP OF TRACT NO. 8084, PARTLY IN THE CITY OF LONG BEACH AND PARTLY IN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, A UTAH CORPORATION, RECORDED NOVEMBER 23, 1946 AS INSTRUMENT NO. 1000 IN BOOK 17896 PAGE 358 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF LYING WITH THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN QUITCLAIM DEED TO MONTANA LAND COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 58 IN BOOK 18826 PAGE 47 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL F" IN FINAL ORDER OF CONDEMNATION HAD IN LOS ANGELES SUPERIOR COURT CASE NO. LBC-21999, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 28, 1960 AS INSTRUMENT NO. 1191 OF OFFICIAL RECORDS..

ALSO EXCEPTING ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER

NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, WHICH LIE 500 FEET OR MORE BELOW THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED MARCH 31, 2004 AS INSTRUMENT NO. 04-0756993.

EXHIBIT P



FORM OF ESTOPPEL CERTIFICATE

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
Douglas Park
P.O. Box 93005
Long Beach, California
Attn: _____

ESTOPPEL CERTIFICATE

[The City of Long Beach (the "City")][McDonnell Douglas Corporation ("Company")], hereby certifies as follows:

1. McDonnell Douglas Corporation ("Company") and City are parties to that certain Development Agreement dated as of _____ (the "Development Agreement").
2. [Pursuant to that certain Assignment And Assumption Agreement dated _____, (the "Assignment And Assumption Agreement") Company assigned to _____ ("Developer") certain rights under the Development Agreement affecting portion of that area commonly known as Douglas Park, as more particularly described in the Assignment And Assumption Agreement.]
3. The Development Agreement has been fully executed, and, as of the date of this Estoppel Certificate, is in full force and effect and has not been modified or amended. [Pursuant to that certain Amendment dated _____, the Development Agreement has been modified to _____].
4. To the best knowledge of the undersigned, all conditions and agreements to be satisfied or performed by the [Company][Developer][City] under the Development Agreement on or before the date of this certificate have been satisfied or performed.
5. There are no known current uncured defaults under the Development Agreement [other than dates and nature of any such known defaults] and, as of the date of this Estoppel Certificate, there are no defenses, set-offs, recoupments or counterclaims against the enforcement of the Development Agreement by the undersigned.
6. This Estoppel Certificate is provided for the benefit of [identify third party]. It may not be relied upon by any other person or entity for any purpose without separate written authorization from the undersigned.

IN WITNESS WHEREOF, this Certificate is hereby executed by a duly authorized officer of [the City][Company] [Developer] as of [_____, ____].



[CITY OF LONG BEACH, a charter
city][COMPANY] [DEVELOPER]

By: _____
Name: _____
Title: _____



EXHIBIT Q



Douglas Park Employment Development Program Boeing Realty Corporation/Long Beach Jobs Initiative Organizational Chart

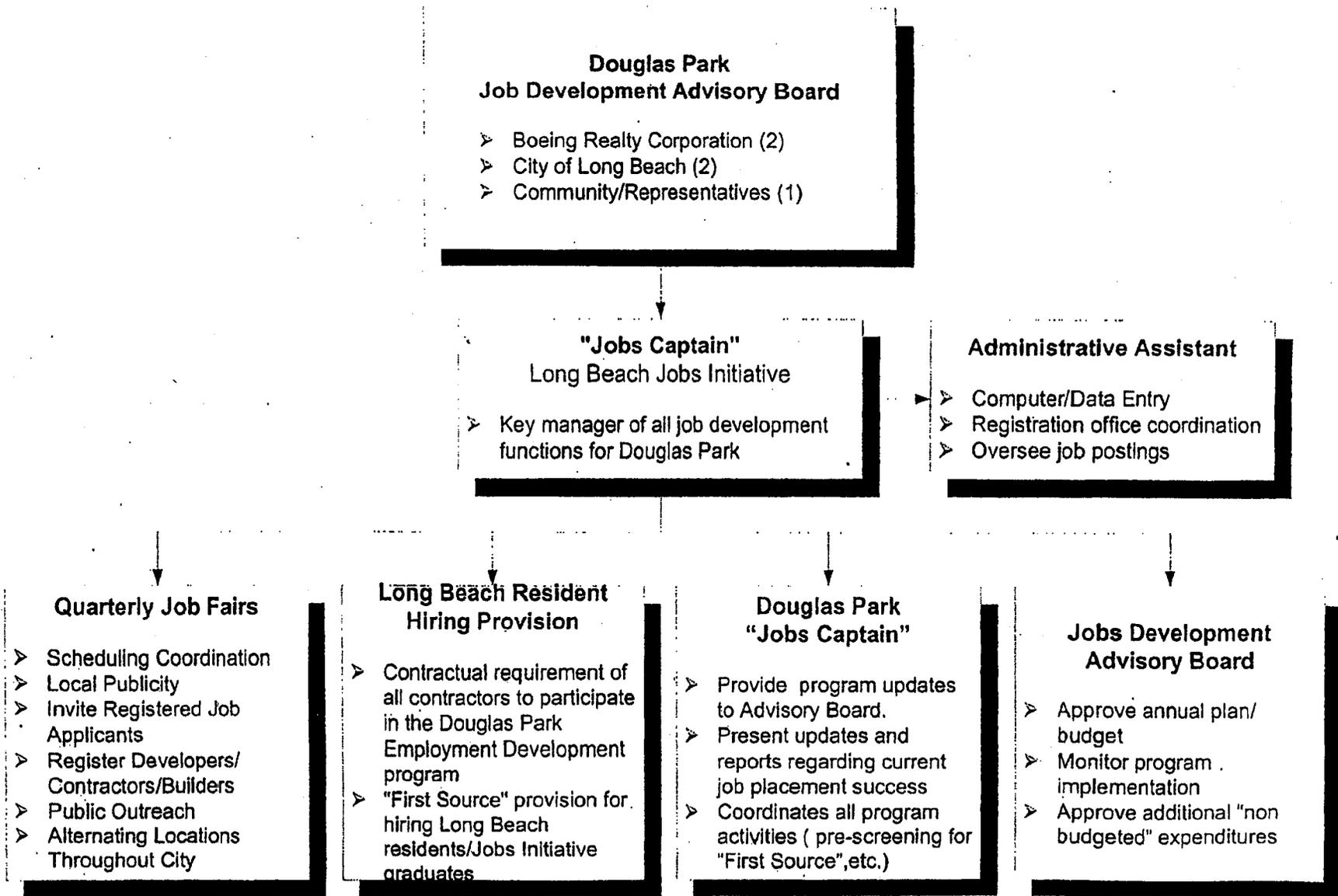
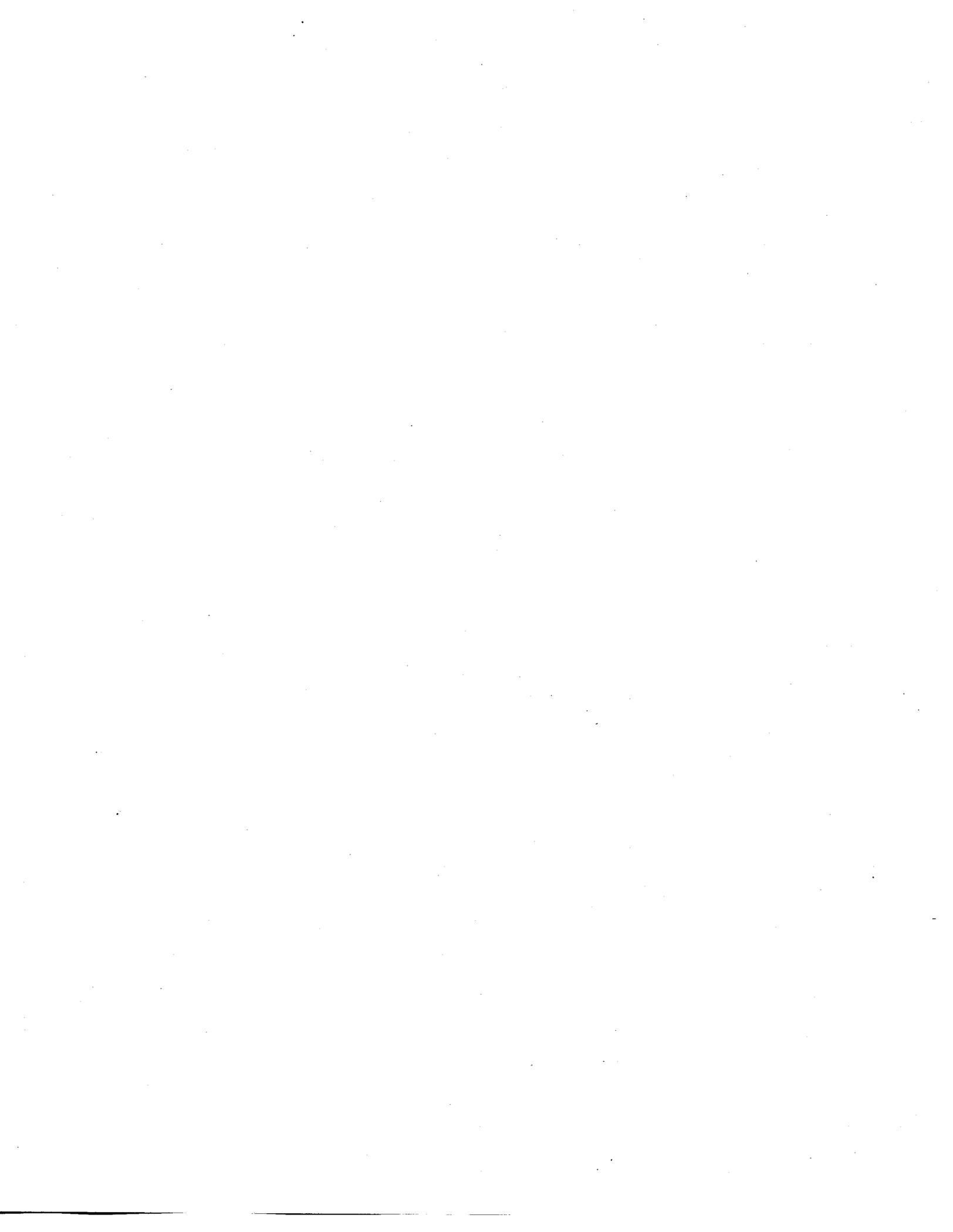
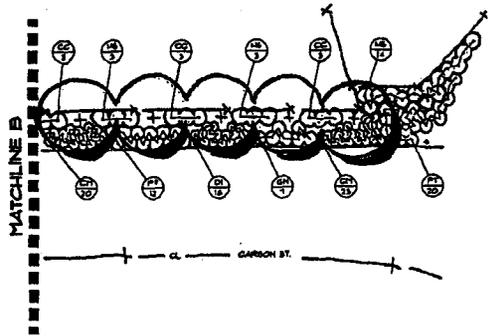
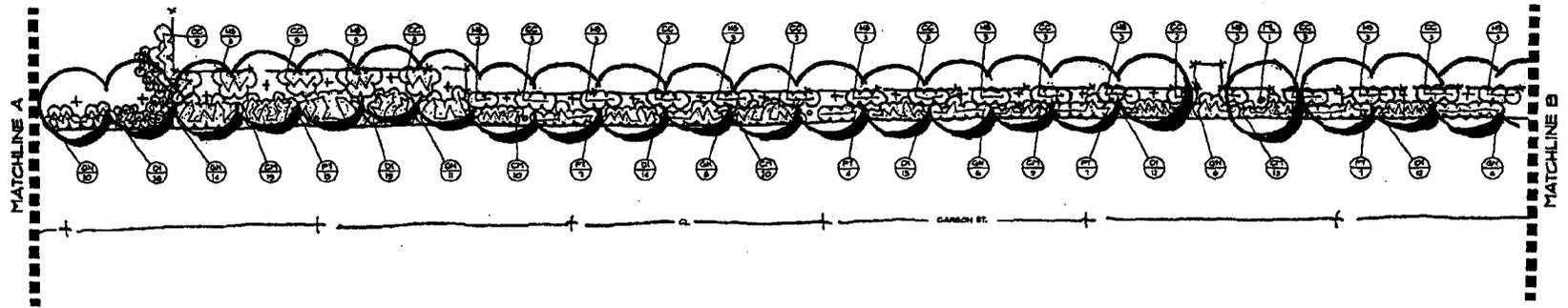
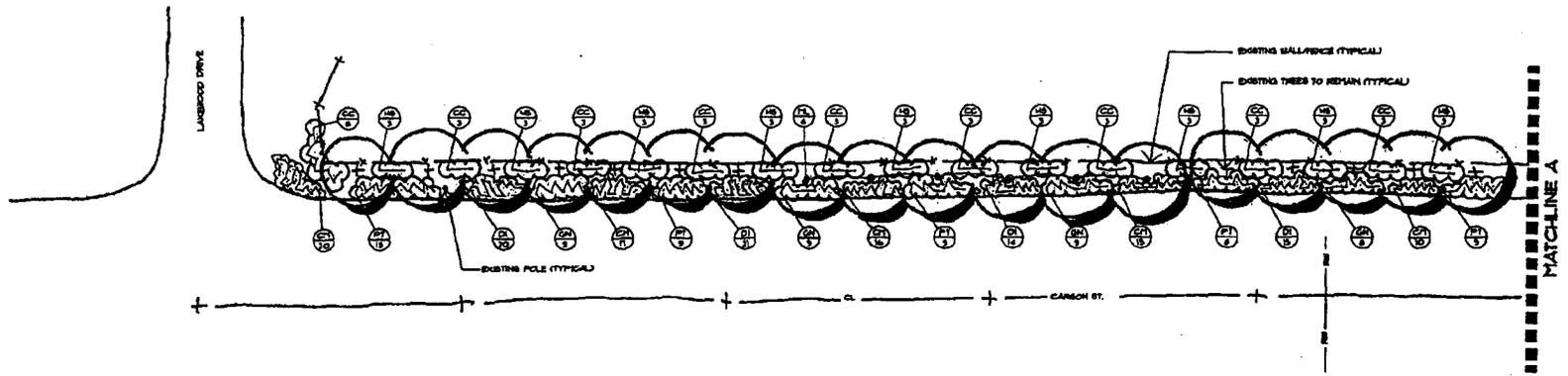


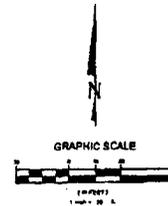


EXHIBIT R





PLANT MATERIAL LIST				
KEY	CITY	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
PL	1	MELALEUCA LEUCADENORIA	CASHEU TREE	18 G.C.
SHRUBS				
CC	82	CALLISTEMON CITRINUS	LEMON BOTTLEBRUSH	5 G.C.
CM	182	CARISSA MACROCARPA 'TUTTLE'	NATAL PLUM	1 G.C.
DI	196	DIETES IRIDIODES	WHITE PORTNIGHT LILY	1 G.C.
GN	103	GREVILLEA NOELLII	NOEL'S GREVILLEA	5 G.C.
HS	82	HAKEA SUAVEOLENS	SWEET HAKEA	5 G.C.
PT	120	PITOSPORUM TOBIRA	MOCK ORANGE	5 G.C.

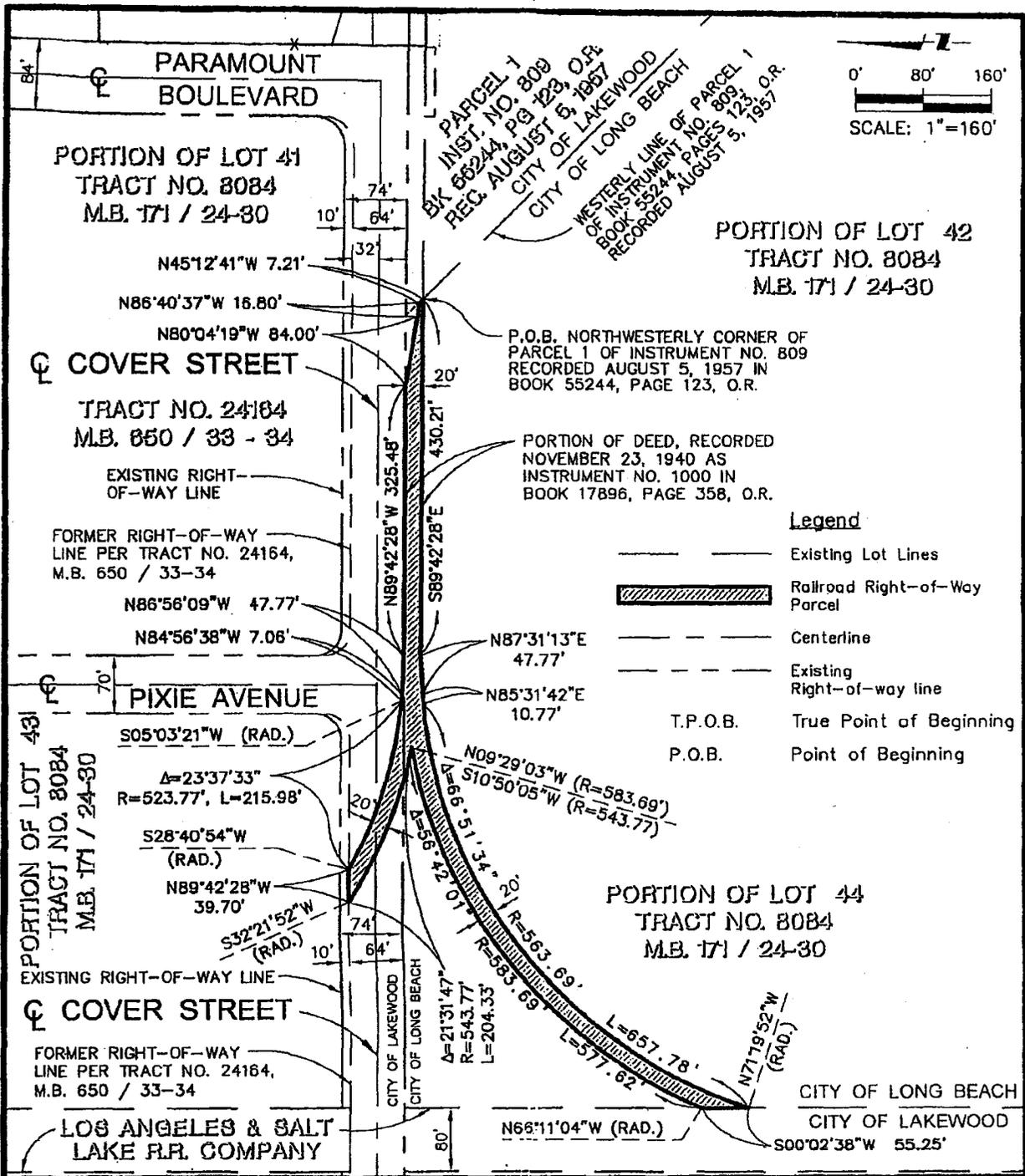


CONCEPTUAL LANDSCAPE PLAN
 CARSON STREET
 BOEING
 DATE: 3/30/09
 DRAWN BY: KHA



EXHIBIT S





DESCRIPTION: (Update 4, dated 5-04-09)
 20.00 foot wide strip being those portions of Lots 41, 43, 44 and
 of vacated Bkby Station Road, as shown on the map of
 Tract No. 8084, Map Book 171 Pages 24 To 30.

LOCATION:
 City of Long Beach
 County of Los Angeles
 State of California

SHEET 1 OF 1
SCALE: 1" = 160'
DRAFTED: LNB
CHECKED: JLE
DATE: 5-04-09
JOB NO: 2BOE020500-T2

THE BOEING COMPANY

PSOMAS
 3187 Red Hill Avenue #250
 Costa Mesa, California 92626
 (714) 751-7373 www.psomas.com

DVC Name: 4:\280E020500\SURVEY\TASK 2\RR strip\Design\PLAN-EXH-COVER-RR-ALL-BOE.dwg Plotted by: wsbair on May 04, 2009 - 10:25:08

