

LICENSE AGREEMENT

32782

THIS LICENSE AGREEMENT ("Agreement") is made on September 5, 2010, by and between INTERNATIONAL TOWER OWNERS ASSOCIATION, a California corporation ("Licensee"), and the CITY OF LONG BEACH, a municipal corporation ("City"). Licensee and City may hereinafter be collectively referred to as the "Parties".

PREAMBLE:

A. Licensee is the owner of certain real property (the "Project") located at 700 East Ocean Boulevard, in the City of Long Beach, County of Los Angeles, State of California, commonly known as "The International Tower", and more particularly described on the attached Exhibit "A", which is incorporated herein by this reference.

B. City has previously accepted for dedication that certain real property (the "Driveway") located in the City of Long Beach, County of Los Angeles, State of California, shown on the attached Exhibit "B", which is incorporated herein by this reference.

C. City owns certain public park lands (the "Park") adjacent to the Project, shown on the attached Exhibit "C", which is incorporated herein by this reference.

D. Licensee's predecessor-in-interest granted City, for the benefit of the public, an easement over certain property (the "Promenade") adjacent to the Project, shown on the attached Exhibit "C", which is incorporated herein by this reference.

E. On May 2, 1986, the Parties entered into an agreement ("Prior Agreement") concerning Licensee's use of the Driveway and the Park. The parties desire to terminate and rescind the Prior Agreement and enter into a new agreement on the terms and conditions set forth below.

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

1 NOW, THEREFORE, the Parties hereby agree as follows:

2 1. Grant of License. City hereby grants to Licensee (i) an exclusive
3 license for vehicular access, ingress and egress over the Driveway, and (ii) a non-
4 exclusive license to conduct maintenance services as described herein at the Park and
5 the Promenade (collectively, the "License"). Licensee acknowledges and agrees that the
6 Park and Promenade shall at all times remain open and available to the public.

7 2. Maintenance of Driveway, Park and Promenade. Licensee shall, at
8 its sole cost and expense, maintain and repair the Driveway and the Park in a safe, clean
9 and attractive condition. If, in the sole discretion of City, either the Driveway or the Park
10 is not being maintained and/or repaired by Licensee in an acceptable manner, City may
11 send written notice to Licensee demanding that such maintenance and/or repair be
12 accomplished. If, upon the expiration of thirty (30) calendar days thereafter, Licensee
13 has not accomplished the maintenance or repair of the Driveway to the satisfaction of
14 City, City shall have the right to perform such maintenance and repair and collect the cost
15 therefore from Licensee. Licensee is currently required to maintain and repair the
16 Promenade in accordance with the conditions of approval for the development of the
17 Project. Any significant landscaping changes or additions proposed to be made by
18 Licensee to the Driveway and/or the Park shall first be reviewed and approved by City's
19 Director of Parks, Recreation and Marine Department, which approval shall not be
20 unreasonably withheld.

21 3. Term. This License shall be effective as of the date it is executed by
22 both parties and shall terminate upon the earlier of (i) the date on which the current
23 structure located at 700 East Ocean Boulevard no longer exists, or (ii) the Project is no
24 longer operated as a residential condominium tower.

25 4. Insurance. Concurrent with the execution of this License and as a
26 condition of the License, Licensee shall procure and maintain the following type of
27 insurance at Licensee's sole expense for the duration of this License, including any
28 extensions, renewals, or holding over thereof, from insurance companies that are

1 admitted to write insurance in the State of California or from authorized non-admitted
2 insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

3 (a) Commercial general liability insurance equivalent in coverage scope to ISO
4 form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per
5 occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall
6 include but is not limited to broad form contractual liability coverage, cross liability
7 protection, products and completed operations, and, if applicable, garage-keepers legal
8 liability. The City of Long Beach, its officials, employees, and agents shall be added as
9 additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26
10 11 85 and such endorsement shall protect City, its commissions, boards, officials,
11 employees, and agents from and against claims, demands, causes of action, expenses,
12 costs, or liability for injury to or death of persons, or damage to or loss of property arising
13 out activities performed by or on behalf of the Licensee or from maintenance or use of the
14 Driveway, Park or Promenade. The coverage shall contain no special limitations on the
15 scope of protection afforded to City, its officials, employees, and agents, and Licensee
16 agrees to obtain and furnish evidence to City of the waiver of Licensee's liability
17 insurance carrier of any right of subrogation against City.

18 (b) Any self-insurance program or self-insured retention must be approved
19 separately in writing by City and shall protect the City of Long Beach, its commissions,
20 boards, officials, employees, and agents in the same manner and to the same extent as
21 they would have been protected had the policy or policies not contained retention
22 provisions.

23 (c) Each insurance policy shall be endorsed to state that coverage shall not be
24 cancelled, non-renewed or changed by either party except after thirty (30) days prior
25 written notice to City and shall be primary to City. Any insurance or self-insurance
26 maintained by City shall be excess to and shall not contribute to insurance or self-
27 insurance maintained by Licensee.

28 (d) If applicable, Licensee agrees to require sub-licensees to procure and

1 maintain insurance as delineated in Section 3(a) for the duration of this License, including
2 any extensions, renewals, or holding over thereof, from insurance companies that are
3 admitted to write insurance in the State of California or from authorized non-admitted
4 insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company.

5 (e) Licensee shall deliver to City certificates of insurance and the required
6 endorsements for approval as to sufficiency and form prior to commencement of this
7 License. The certificates and endorsements for each insurance policy shall contain the
8 signature of a person authorized by that insurer to bind coverage on its behalf. Licensee
9 shall, at least thirty (30) days prior to expiration of such policies, furnish City with
10 evidence of renewals. City reserves the right to require complete certified copies of all
11 said policies at any time.

12 (f) Such insurance as required herein shall not be deemed to limit Licensee's
13 liability relating to performance under this License. The procuring of insurance shall not
14 be construed as a limitation on liability or as full performance of the indemnification and
15 hold harmless provisions of this License. Licensee understands and agrees that,
16 notwithstanding any insurance, Licensee's obligation to defend, indemnify, and hold City,
17 its officials, agents, and employees harmless hereunder is for the full and total amount of
18 any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner
19 connected with or attributed to the acts or omissions of Licensee, its officers, agents
20 contractors, employees, sub-licensees, licensees, vendors, patrons, or visitors, or the
21 operations conducted by or on behalf of Licensee, or the Licensee's use, misuse, or
22 neglect of the Park, Driveway or Promenade.

23 (g) Not more frequently than every five (5) years, if in the opinion of City the
24 amount of the foregoing insurance coverage is not adequate, Licensee shall amend the
25 insurance coverage as required by City's Risk Manager or designee.

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

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1 5. Indemnity. Licensee shall indemnify and hold harmless the City of
2 Long Beach, its boards, and their officials, employees, and agents from and against any
3 and all demands, claims, causes of action, liability, loss, liens, damage, costs, and
4 expenses (including attorney's fees) arising from or in any way connected or alleged to
5 be connected with the License or Licensee's performance or work under or related to the
6 License, and from any act or omission, willful misconduct, or negligence (active or
7 passive) by or alleged to be by Licensee, its employees, agents, or sub-licensees, either
8 as a sole or contributory cause, sustained by any person or entity (including employees
9 or representatives of City or Licensee). The foregoing shall not apply to claims or causes
10 of action caused by the sole negligence of the City, its boards, or their officials,
11 employees, or agents.

12 6. Surety Bond. Concurrently with the execution of this Agreement,
13 Licensee shall furnish to City and thereafter maintain at all times a good and sufficient
14 faithful performance bond in the principal sum of Five Thousand Dollars (\$5,000), issued
15 by a corporate surety or sureties authorized to transact business in the State of
16 California, approved as to sufficiency by City's City Manager and as to form by City's City
17 Attorney, securing the faithful performance by Licensee of all of its obligations under this
18 Agreement. Any such bond may be terminated by the bonding company on the
19 anniversary date thereof; provided that such bonding company serves upon both City and
20 Licensee a notice in writing of its intention to terminate such bond at least thirty (30) days
21 prior to such anniversary. If the bond is terminated by the bonding company as herein
22 provided, Licensee shall, prior to the effective date of such termination, obtain and deliver
23 to City another surety bond which fully meets the requirements of this Agreement.

24 7. Default. In the event Licensee fails, neglects or refuses to perform
25 any of the conditions of this License or otherwise defaults in performance and said
26 default continues for a period of thirty (30) days after notice thereof to Licensee from City,
27 then City may declare this License to be revoked. Any waiver by City of a default shall
28 not be construed as, or constitute a waiver of, any subsequent default of the same or any

1 other term.

2 8. Notice. Any notice required or desired hereunder shall be in writing
3 and personally served or deposited in the U.S. Postal Service, certified, return receipt,
4 postage prepaid, to the City at 333 West Ocean Boulevard, Long Beach, California 90802
5 Attn: City Manager, and to Licensee at 700 East Ocean Boulevard, Long Beach,
6 California 90802, Attn: General Manager.

7 9. Consideration. In lieu of cash payment to City for use of the License,
8 Licensee agrees to maintain and repair the Park on City's behalf as provided in Section 2
9 above.

10 10. No Warranty by City. City makes no warranty of title concerning the
11 Driveway. Licensee's rights under this Agreement shall be subject to any and all
12 infirmities of title as now or may hereafter exist. Licensee agrees and acknowledges that
13 (i) it has no right, title or interest in and to the Driveway other than as granted to Licensee
14 herein, and (ii) it has no right, title or interest in and to the Park whatsoever.

15 11. Assignment by Licensee. Licensee may not assign any of its rights
16 or delegate any of its duties hereunder without the prior written consent of City; provided,
17 however, that City may not unreasonably withhold its consent to the assignment of all of
18 Licensee's rights and the delegation of all of Licensee's duties hereunder to any
19 financially responsible successor of Licensee who acquires fee title to the Project.

20 12. Successors and Assigns. Subject to the provisions of Paragraph 8
21 above, the provisions of this Agreement shall be binding upon and inure to the benefit of
22 the successors and assigns of the Parties.

23 13. Revocation of Prior Agreement. The Parties hereby terminate and
24 rescind the Prior Agreement in its entirety.

25 14. Attorneys' Fees. If an action is commenced to enforce or interpret
26 any of the terms of this Agreement, the prevailing party shall be entitled to recover from
27 the other party reasonable attorneys' fees, costs and expenses incurred in the
28 prosecution or defense of such action.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
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1 15. Entire Agreement. This Agreement constitutes the entire agreement
2 between the Parties and shall supersede all other contemporaneous or prior oral and
3 written agreements between the Parties respecting the subject matter of this Agreement.
4 This Agreement may not be modified or amended, the License may not be revoked, and
5 the right of Licensee to use the Driveway may not be impaired, except in accordance with
6 written instrument executed by both Parties.

7 16. Governing Law. This License shall be governed by and construed in
8 accordance with the laws of the State of California.

9 17. Joint Effort. This License is created as a joint effort between the
10 parties and fully negotiated as to its terms and conditions and nothing contained herein
11 shall be construed against either party as the drafter.

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The Parties have executed this Agreement on the date first written above.

INTERNATIONAL TOWER OWNERS
ASSOCIATION, a California corporation

May 4, 2010¹

By [Signature]
Name David C. Schaffner
Title Treasurer

May 4, 2010¹

By [Signature]
Name CRAG T STEWART
Title VP

"Licensee"

CITY OF LONG BEACH, a municipal
corporation

9.5, 2010¹
2012

By [Signature] Assistant City Manager
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This License Agreement is approved as to form on

June 7, 2010¹

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT "A"
PROJECT LEGAL DESCRIPTION

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

ORDER NO.: 3906897

LEGAL DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF LOT 31, LOT 32 IN BLOCK N, MARINE WAY, 16.00 FEET WIDE, AND LIME WAY, 12.00 FEET WIDE, OF OCEAN PIER TRACT, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 107 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TRACT NO. 40686, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1037 PAGES 76 THROUGH 78, INCLUSIVE OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, NORTH $6^{\circ} 58' 05''$ EAST 8.00 FEET TO THE CENTERLINE OF SAID MARINE WAY, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY PROLONGATION NORTH $6^{\circ} 58' 05''$ EAST 11.90 TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 11.90 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MARINE WAY; THENCE ALONG SAID PARALLEL LINE SOUTH $83^{\circ} 04' 35''$ EAST 92.62 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SHORELINE DRIVE AS DESCRIBED IN CITY OF LONG BEACH RESOLUTION NO. C-23471, A CERTIFIED COPY OF WHICH WAS RECORDED ON _____ AS INSTRUMENT NO. 83-125119 OF OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE SOUTH $14^{\circ} 20' 35''$ WEST 12.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SAID MARINE WAY; THENCE NORTH $83^{\circ} 04' 35''$ WEST 91.08 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION 22.2 FEET.

ALSO EXCEPT THEREFROM THAT PORTION LYING ABOVE A HORIZONTAL PLANE THAT IS LEVEL, HAVING AN ELEVATION OF 39.2 FEET.

THE ELEVATIONS SHOWN HEREON ARE BASED ON MEAN SEA LEVEL DATUM AS OBTAINED FROM SAID CITY OF LONG BEACH, STANDARD DISC MARKED C.L.B.B.M. 721 R.E. 3111 1966 ELEVATION = 34.476 (1975 ADJUSTMENT).

PARCEL 2:

THOSE PORTIONS OF LOT 31, IN BLOCK N, MARINE WAY, 16.00 FEET WIDE, OF OCEAN PIER TRACT, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 107 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TRACT NO. 40686, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1037 PAGES 76 THROUGH 78, INCLUSIVE OF MAPS, IN THE OFFICE

ORDER NO.: 3906897

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OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 1, NORTH $6^{\circ} 58' 05''$ EAST 8.00 FEET TO THE CENTERLINE OF SAID MARINE WAY, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY PROLONGATION NORTH $6^{\circ} 58' 05''$ EAST 11.90 TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 11.90 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MARINE WAY; THENCE ALONG SAID PARALLEL LINE NORTH $83^{\circ} 04' 35''$ WEST 240.00 FEET TO THE POINT ON THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PROLONGATION SOUTH $6^{\circ} 58' 05''$ WEST 11.90 FEET TO THE CENTERLINE OF SAID MARINE WAY; THENCE ALONG THE CENTERLINE OF MARINE WAY SOUTH $83^{\circ} 04' 35''$ EAST 240.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION 26.2 FEET.

ALSO EXCEPT THEREFROM THAT PORTION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.2 FEET.

THE ELEVATIONS SHOWN HEREON ARE BASED ON MEAN SEA LEVEL DATUM AS OBTAINED FROM SAID CITY OF LONG BEACH, STANDARD DISC MARKED C.L.B.B.M. 721 R.E. 3111 1966 ELEVATION = 34.476 (1975 ADJUSTMENT).

PARCEL 3:

THOSE PORTIONS OF LOT 31 BLOCK N AND MARINE WAY, 16.00 FEET WIDE OF OCEAN PIER TRACT, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 107 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT CENTERLINE INTERSECTION OF LIME WAY, 12.00 FEET WIDE, AS SHOWN ON SAID OCEAN PIER TRACT, AND SAID MARINE WAY; THENCE ALONG THE CENTERLINE OF MARINE WAY NORTH $83^{\circ} 04' 35''$ WEST 109.20 FEET TO THE INTERSECTION OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 63.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; A RADIAL LINE THROUGH SAID POINT BEARS NORTH $47^{\circ} 18' 28''$ EAST; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 88.81 FEET THROUGH A CENTRAL ANGLE OF $80^{\circ} 46' 06''$ TO THE INTERSECTION OF THE CENTERLINE OF SAID MARINE WAY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH $33^{\circ} 27' 38''$ WEST; THENCE ALONG THE CENTERLINE OF MARINE WAY SOUTH $83^{\circ} 04' 35''$ EAST 81.64 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 53.5 FEET.

ALSO EXCEPT THAT PORTION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 297.9 FEET.

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ORDER NO.: 3906897

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THE ELEVATIONS SHOWN HEREIN ARE BASED ON MEAN SEA LEVEL DATUM AS OBTAINED FROM SAID CITY OF LONG BEACH, STANDARD DISC MARKED C.L.B.B.M. 721 R.E. 3111 1966 ELEVATION = 34.476 (1975 ADJUSTMENT).

PARCEL 4:

THAT PORTION OF SEASIDE WAY AS SHOWN ON TRACT NO. 40686, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1037 PAGES 76 THROUGH 78 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 LOT 1 OF SAID TRACT, DISTANT NORTH $83^{\circ} 04' 35''$ WEST, 64.76 FEET ALONG SAID LINE FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG SAID LINE NORTH $83^{\circ} 04' 35''$ WEST, 38.35 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 63.00 FEET; THROUGH WHICH A RADIAL LINE BEARS SOUTH $24^{\circ} 38' 35''$ WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $35^{\circ} 26' 22''$ AN ARC DISTANCE OF 38.97 FEET TO THE POINT OF BEGINNING, A RADIAL FROM SAID CURVE TO SAID POINT BEARS SOUTH $10^{\circ} 47' 46''$ EAST.

EXCEPT THAT PORTION LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF 53.5 FEET.

ALSO EXCEPT THAT PORTION LYING ABOVE A HORIZONTAL PLANE, HAVING AN ELEVATION OF 297.9 FEET.

THE ELEVATIONS SHOWN HEREON ARE BASED ON MEAN SEA LEVEL DATUM AS OBTAINED FROM SAID CITY OF LONG BEACH, STANDARD DISC MARKED C.L.B.B.M. 721 R.E. 3111 1966 ELEVATION = 34.476 (1975 ADJUSTMENT).

PARCEL 5:

THOSE PORTION OF MARINE WAY, 16.00 FEET WIDE OF OCEAN PIER TRACT, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 107 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT CENTERLINE INTERSECTION OF LIME WAY, 12.00 FEET WIDE, AS SHOWN ON SAID OCEAN PIER TRACT, AND SAID MARINE WAY; THENCE ALONG THE CENTERLINE OF MARINE WAY NORTH $83^{\circ} 04' 35''$ WEST 128.34 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $53^{\circ} 25' 45''$ WEST 9.73 FEET; THENCE NORTH $83^{\circ} 00' 34''$ WEST 27.02 FEET; THENCE SOUTH $67^{\circ} 12' 34''$ WEST 9.78 FEET TO THE CENTERLINE OF MARINE WAY; THENCE ALONG THE CENTERLINE OF MARINE WAY SOUTH $83^{\circ} 04' 35''$ EAST 43.98 FEET TO THE TRUE POINT OF BEGINNING.

-CONTINUED-

ORDER NO.: 3906897

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EXCEPT THAT PORTION LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.2 FEET.

ALSO EXCEPT THAT PORTION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 53.5 FEET.

THE ELEVATIONS SHOWN HEREON ARE BASED ON MEAN SEA LEVEL DATUM AS OBTAINED FROM SAID CITY OF LONG BEACH, STANDARD DISC MARKED C.L.B.B.M. 721 R.E. 3111 1966 ELEVATION = 34.476 (1975 ADJUSTMENT).

PARCEL 6:

THAT PORTION OF LOT H OF OCEAN FRONT OF THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 39 PAGES 18 THROUGH 33 INCLUSIVE OF MISCELLANEOUS RECORDS, AND THAT PORTION OF LOT 31 IN BLOCK N, OF OCEAN PIER TRACT, AS PER MAP RECORDED IN BOOK 5 PAGE 107 OF MAPS, BOTH IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOTH MAPS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TRACT NO. 40686, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1037 PAGES 76 THROUGH 78, INCLUSIVE OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, NORTH $6^{\circ} 58' 05''$ EAST 19.90 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 19.90 FEET MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE NORTH $83^{\circ} 04' 35''$ WEST 86.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $7^{\circ} 17' 00''$ EAST 16.00 FEET; THENCE NORTH $83^{\circ} 04' 35''$ WEST 46.61 FEET; THENCE SOUTH $7^{\circ} 17' 00''$ WEST 16.00 FEET TO THE INTERSECTION WITH ABOVE MENTIONED PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE SOUTH $83^{\circ} 04' 35''$ EAST 46.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.2 FEET.

ALSO EXCEPT THEREFROM THAT PORTION LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.2 FEET.

THE ELEVATIONS SHOWN HEREON ARE BASED ON MEAN SEA LEVEL DATUM AS OBTAINED FROM SAID CITY OF LONG BEACH, STANDARD DISC MARKED C.L.B.B.M. 721 R.E. 3111 1966 ELEVATION = 34.476 (1975 ADJUSTMENT).

PARCEL 7:

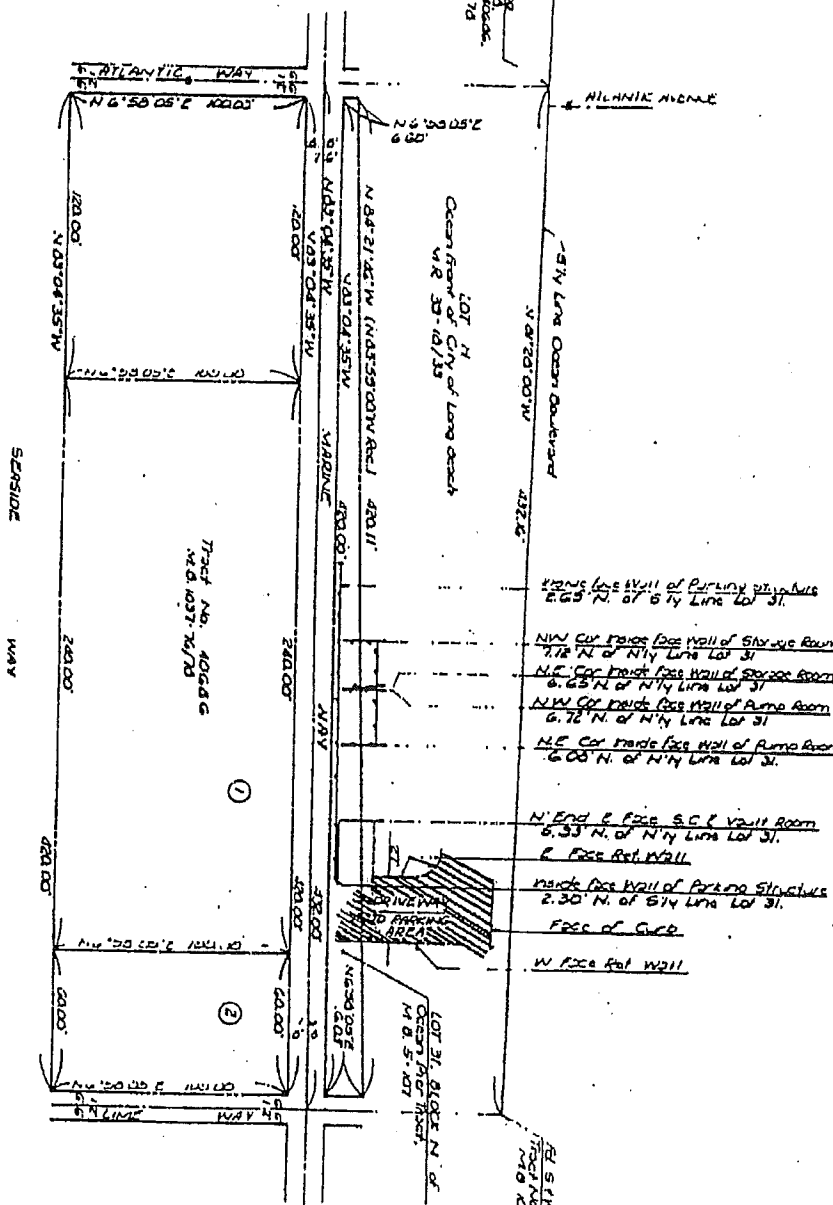
LOTS 1 AND 2, TRACT NO. 40686, IN THE CITY OF LONG BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1037 PAGES 76 THROUGH 78, INCLUSIVE OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER.

EXHIBIT "B"
DRIVEWAY DEPICTION

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

Exhibit "B"



PROMAS & ASSOCIATES
 1000 OCEAN BLVD.
 SUITE 210
 LONG BEACH, CA 90801
 TEL: (562) 431-1111
 FAX: (562) 431-1112

EXHIBIT MAP FOR UNDERGROUND UTILITY ROOMS
 AND DRIVER
 PARKING LEVEL 3 1/2

INTERNATIONAL TOWER

DATE	BY	REVISION
01/14/03
02/10/03
03/10/03
04/10/03
05/10/03
06/10/03
07/10/03
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NOTE:
 1 Storage Rooms and Pump Rooms:
 - Lower Elevations - 85.4
 - Upper Elevations - 35.2
 2 Lot 31, 31.00' x 110.00' N. of C. 51.107 established per Record Data

REMARKS:
 Site cross-section and flush with ground marked C.L.B. 044 721 R.E. 5111 DDC 34.0' W of C/L. prod. 10' E of curb. Ref: 1975. Elev - 34.476.

EXHIBIT "C"
PARK AND PROMENADE DEPICTION

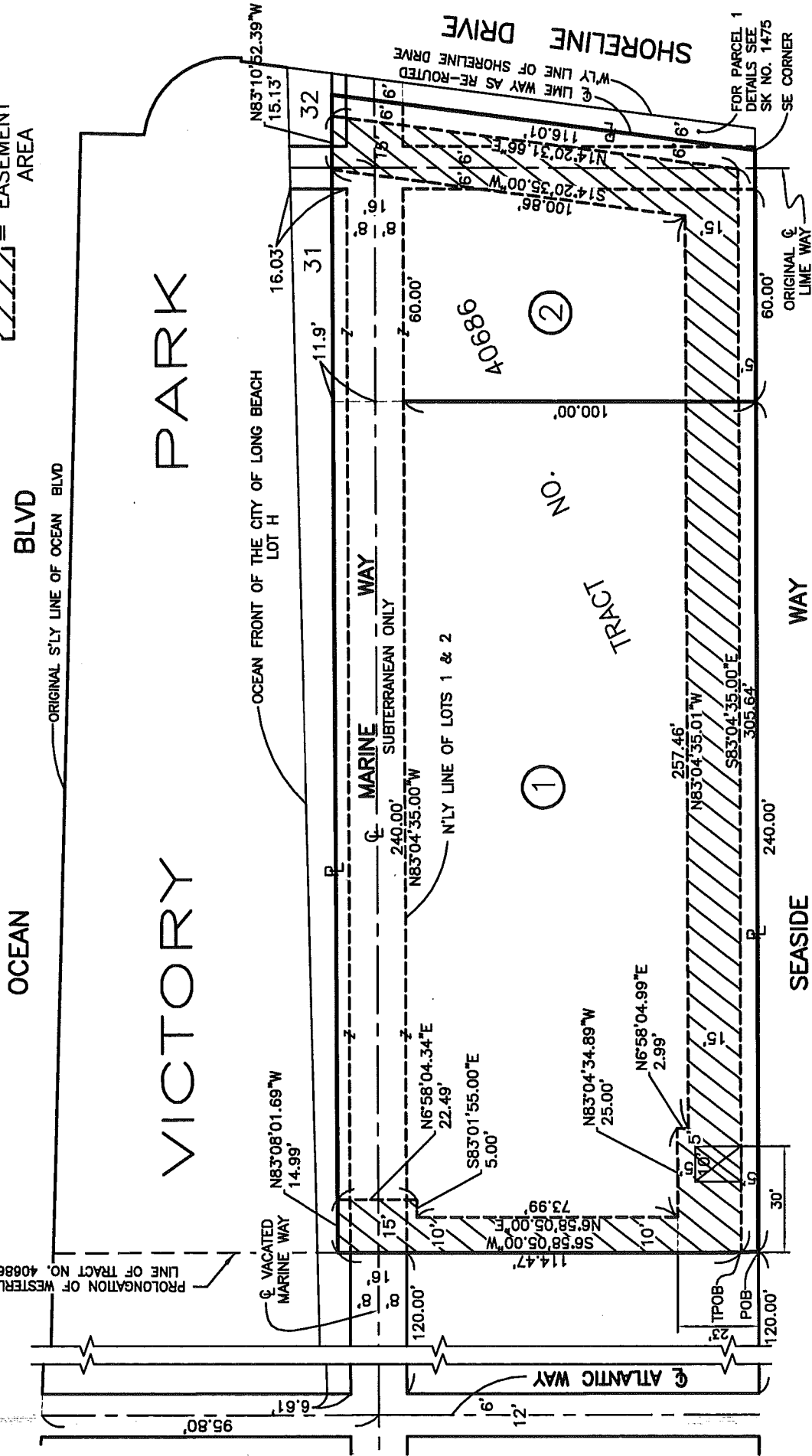
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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

"Exhibit C"

1" = 40'

 = EASEMENT AREA



DRAWN BY: CLE FR ENG - SCARBORO/ACCOL
 PART: ENGINEERING/DRAFTING/EASEMENTS
 PR: BERNARD-TORNER JUNE 2010