

RECORDED
FACILITIES PLANNING
2009 JUN 11 AM 9:35

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Long Beach Unified School District
Facilities Planning and Management
2425 Webster Avenue
Long Beach, CA 90810-3204

Attention: Director of Facilities Planning and Management

31518

(Above Space for Recorder's Use Only)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made and entered into and to be performed in Long Beach, California, between the City of Long Beach, a municipal corporation, hereinafter referred to as "GRANTOR," and Long Beach Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, GRANTOR is the owner of certain real property located at 1790 Atlantic Avenue within the City of Long Beach, County of Los Angeles, State of California ("Grantor's Property") and referred to as Los Angeles County Assessor's Parcel No. 7268-006-020;

WHEREAS, GRANTEE is the owner of certain real property located at 1764-1766 Atlantic Avenue within the City of Long Beach, County of Los Angeles, State of California, more commonly known as Polytechnic High School and referred to as Los Angeles County Assessor's Parcel No. 7268-006-911 ("Grantee's Property"); and

WHEREAS, GRANTOR is widening a portion of Atlantic Avenue to install a right-hand turn lane and adjacent public sidewalk ("Project"), and has been granted an easement from the Long Beach Unified School District for sidewalk and street widening purposes, including all related purposes, over, under and across the Grantee's Property pursuant to a separate grant of easement agreement ("Project Easement") a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, GRANTEE is in need of an area to replace that portion of Grantee's Property granted to GRANTOR pursuant to the Project Easement, and thus desires to obtain from GRANTOR and GRANTOR is willing to grant a permanent exclusive easement for use of that portion of Grantor's Property necessary to allow GRANTEE to construct, use, and maintain a parking lot and other school related uses, including but not limited to parking and/or classroom structures (collectively, the "Parking Lot"), as more particularly described in the legal description attached hereto and incorporated herein as Exhibit "B-1" (the "Easement Area"). The Easement Area includes any below ground footings and infrastructure that must be installed

LBUSD No. 3807.01B
AUTHORIZED
BY
BOARD ACTION
Date JUN - 2, 2009 By [Signature]

in connection with the Parking Lot subject to the terms and conditions set forth herein. Attached hereto and incorporated herein as Exhibit "B-2" is a depiction of the Easement Area; and

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. GRANT OF EASEMENT. GRANTOR does hereby grant to GRANTEE, to the extent GRANTOR has any right, title or interest in the Easement Area, a permanent exclusive easement to utilize the Easement Area to construct, use and maintain the Parking Lot in the Easement Area. The scope of GRANTEE's use of the Easement may include other school related uses including but not limited to parking and/or classroom structures. References herein to GRANTOR and GRANTEE shall include GRANTOR'S and GRANTEE'S successors in interest with respect to the Grantor's Property and Grantee's Property as applicable. This Easement is subject to all existing easements, covenants, conditions, and restrictions recorded against Grantor's Property and which affect the Easement Area.

2. EFFECTIVE DATE. The Effective Date of this Easement shall be June 3, 2009.

3. LIMITATIONS ON EASEMENT. It is understood and agreed that this Easement does not constitute a conveyance of a fee interest in Grantor's Property or of the minerals therein and thereunder, but grants only the limited easement as provided in Paragraph 1 above. Unless otherwise stated herein, the Easement granted herein is on an "AS-IS" basis and GRANTOR makes no representation or warranty of any kind regarding the condition of the Grantor's Property or the Easement Area. GRANTOR retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to GRANTEE. It is understood that GRANTOR grants only that portion of the above-described real property in which it has an interest. GRANTOR, by signing below, represents and certifies that it is the owner of this real property and grants this Easement free of any other encumbrances not specifically listed herein.

a) Environmental Contamination: GRANTOR and GRANTEE expressly understand that the presence of a gas station on the Grantor's Property since 1925 is a recognized environmental condition. In the event that Department of Toxic Substances Control ("DTSC") and/or other regulatory agencies, now or in the future, regardless of the use GRANTEE makes of the Easement Area in accordance with the scope of GRANTEE's use as set forth in paragraph 1 above, requires the examination, inspection and/or investigation or remediation of the Easement Area including the site, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, GRANTOR and any third party(ies) that has been identified by DTSC and/or other regulatory agencies as responsible, shall be solely responsible for the cost and expense of such activities and under no circumstances shall GRANTEE be responsible for the cost and expense of such activities. All remediation shall be to a level necessary for compliance with all environmental requirements applicable for a school site. Furthermore, to the extent possible, such examination, inspection and/or investigation or remediation of the Easement Area and/or Grantor's Property shall be conducted in a manner and location on Grantor's Property so as to cause minimal or no

impact on the Easement Area. In the event that such examination, inspection and/or investigation or remediation does impact the Easement Area, GRANTOR shall, in a timely manner, repair any and all damage to the Easement Area caused by such inspections or investigations or remediation to a condition substantially the same as the condition of the Easement Area prior to the inspections or investigations or remediation. In the event that such inspections or investigations or remediation shall have a physical impact on the Easement Area GRANTOR shall provide GRANTEE with reasonable advance notice of its intended activities. In the event that any such inspections or investigations or remediation of the Easement Area occur at any time subsequent to the completion of the Parking Lot Scope of Work and render the Easement Area unusable for GRANTEE's purposes in accordance with this Easement, GRANTOR shall provide adequate temporary parking for GRANTEE until GRANTOR has returned the Easement Area to substantially the same condition as prior to the inspections or investigations or remediation. The temporary parking will be on property located within reasonable proximity to GRANTEE's Property.

4. GRANTOR'S OBLIGATIONS. GRANTOR shall be responsible for all costs and expenses for repaving and re-striping the Parking Lot ("Parking Lot Scope of Work"), as described in greater detail in Exhibit "C" attached hereto and incorporated herein, prior to delivering it into possession of GRANTEE.

5. GRANTEE'S OBLIGATIONS. GRANTEE shall conduct its activities on the Easement Area in a safe, good and workmanlike manner, to the extent possible, to avoid causing any damage to, or interference with, any activities and improvements on or near the Easement Area or any adjacent property owned by GRANTOR. GRANTEE shall maintain said Parking Lot in good condition and repair, reasonable wear and tear allowed.

6. CONDITION OF PREMISES. Unless otherwise stated herein, GRANTEE understands and acknowledges that (i) GRANTEE has inspected the Grantor's Property and Easement Area and accepts the Grantor's Property and Easement Area "AS IS" with full knowledge of the physical condition, and (ii) GRANTOR has not made any representation or warranty, express or implied, as to the condition of the Grantor's Property and Easement Area, the suitability of the Grantor's Property and Easement Area for GRANTEE's intended use or as to any matter. Nothing in this Easement shall transfer any responsibility for actual or alleged environmental contamination to GRANTEE, whether such contamination is known or unknown to GRANTOR at the time of the making of this grant or at any time thereafter.

7. INDEMNITY. The indemnification provisions set forth in this Section 7 shall survive the termination of the Easement. GRANTEE and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTOR and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by GRANTEE'S use of the Easement Area, including any use of the Easement Area by third parties for the purpose of the Easement, or the exercise by GRANTEE of any rights under this Easement; provided, however, that

GRANTEE shall not be liable for damages caused by GRANTOR'S active or passive negligence.

GRANTOR and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTEE and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by GRANTOR'S use of the Easement Area or the exercise by GRANTOR of any rights under this Easement; provided, however, that GRANTOR shall not be liable for damages caused by GRANTEE'S active or passive negligence.

a) Environmental Indemnification: GRANTOR and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTEE and its successors and assigns from and against any and all costs, damages, claims, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from the release, treatment, use, generation, storage, or disposal on, under, or from the Grantor's Property of any Hazardous Materials at any time prior to the Effective Date of this Easement including, without limitation, the cost of any required or necessary remediation or removal of such hazardous materials, any cost or repair or improvements on the Grantor's Property or surrounding property necessitated by the remediation or removal of such hazardous materials, and the costs of any testing, sampling, or other investigations or preparation of remediation or other required plans undertaken in connection with the remediation or removal of such hazardous materials.

b) Definition of Hazardous Materials: The term "Hazardous Materials" when used in this Easement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Effective Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395), Hazardous Waste Control Law (Health and Safety Code section 25100-25250.25); the Hazardous Materials Transportation Act, as amended (Title 49 United States Code Sections 1801-1819); and any substance defined as "hazardous waste" in Health and Safety Code Section 25117 or as a "hazardous substance" in Health and Safety Code Section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Effective Date.

8. INSURANCE

a) General Liability. GRANTEE agrees to maintain in full force and effect for the duration of the Easement commercial general liability insurance, equivalent in scope to ISO CG 00 01 11 85, including contractual coverage, coverage from and against claims,

demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities solely performed by or on behalf of GRANTEE or caused by or connected with GRANTEE's use of the Easement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; and \$3,000,000 for general aggregate. Said insurance shall be primary insurance with respect to GRANTOR.

b) Automobile Liability. GRANTEE also agrees to maintain in full force and effect for the duration of the Easement commercial automobile liability insurance equivalent in scope to ISO CA 00 01 06 92, covering Symbol 1 (any auto) with a combined single limit of \$1,000,000 per accident.

c) Workers' Compensation. GRANTEE shall also maintain, in full force and effect for the duration of the Easement, Workers' Compensation insurance in accordance with the laws of California, in the amount of Statutory Limits for Coverage A and \$1,000,000 per accident for bodily injury or disease for Coverage B, employers' liability.

d) Notice; Additional Named Insureds. All insurance required under this Easement shall be issued by a company or companies lawfully authorized to do business in California as admitted carriers. GRANTOR shall be designated as an additional named insured on a form equivalent in scope to ISO CG 20 26 11 85. Prior to entry, GRANTEE shall provide GRANTOR with Certificates of Insurance.

e) Self-Insurance. GRANTEE has the right to self-insure all or any portion of its insurance obligations herein.

9. SUCCESSORS, MISCELLANEOUS. The terms and provisions of this Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of GRANTOR and GRANTEE. GRANTEE shall not assign, transfer or convey any of its rights and/or obligations under this Easement except in connection with a conveyance of Grantee's Property. This Easement shall remain in effect until it is released by GRANTOR and GRANTEE by recordable instrument. This Easement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed hereby and may only be modified by a written agreement executed by all parties hereto and recorded in the official records of the County of Los Angeles.

10. NOTICE. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at the party's address appearing below. Any party may change its address for notice at any time by written notice in accordance with this paragraph 7.

CITY OF LONG BEACH
13th Floor, City Hall
333 West Ocean Boulevard
Long Beach, CA 90802

LONG BEACH UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
2425 Webster Avenue
Long Beach, CA 90810-3204
Attention: Director of Facilities Planning and Management

11. ATTORNEY'S FEES. In the event any action or suit is brought by a party against another party by reason of the breach of any of the covenants or agreements set forth in this Easement or any other dispute between the parties concerning this Easement, each party shall be responsible for its own attorney's fees and costs.

12. GOVERNING LAW. This Easement shall be governed and construed in accordance with the laws of the State of California.

13. AUTHORITY. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Easement and that such execution is binding upon the entity or which he or she is executing this document

14. HEADINGS. The headings of this Easement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Easement.

15. SEVERABILITY. If any paragraph, section, sentence, clause or phrase contained in the Easement shall become illegal, null or void, against public policy, or to otherwise unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Easement shall not be affected thereby.

16. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on GRANTEE and GRANTOR, respectively, and the respective rights and obligations hereunder shall run with the land and shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

17. WAIVER. The waiver of any breach of any provision hereunder by GRANTOR or GRANTEE shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this 3rd day of June, 2009.

Approved as to form

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

LONG BEACH UNIFIED SCHOOL DISTRICT

Constance J. Schwindt, Esq.
Attorneys for Long Beach Unified School District

Barrick L. Bartlett
Name and Title
Barrick L. Bartlett
Purchasing & Contracts Director

Approved as to form
Robert E. Shannon, City Attorney

CITY OF LONG BEACH
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

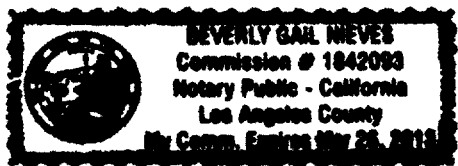
Richard F. Anthony, Deputy
5.21.09

Assistant City Manager
Patrick H. West, City Manager
Name and Title

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On 5/26/09, before me, Beverly Nieves, personally appeared Suzanne Frick, personally known to me, or proven 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.



(Seal)

WITNESS my hand and official seal.

Beverly G. Nieves
SIGNATURE OF NOTARY

RECEIVED
FACILITIES DEPARTMENT
2009 JUN 17 PM 2:30

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this 3rd day of June, 2009.

Approved as to form

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

LONG BEACH UNIFIED SCHOOL DISTRICT

Constance J. Schwandt
Constance J. Schwandt, Esq.
Attorneys for Long Beach Unified School District

Barrick L. Bartlett
Name and Title
Barrick L. Bartlett
Purchasing & Contracts Director
6/3/09

Approved as to form
Robert E. Shannon, City Attorney

CITY OF LONG BEACH

BRING TO SECTION 501 OF THE CITY CHARTER.

Richard F. Anthony 5.21.09
Richard F. Anthony, Deputy

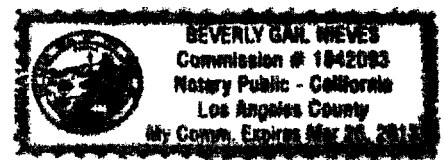
Patrick H. West
Name and Title
Assistant City Manager
Patrick H. West, City Manager

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On 5/26/09, before me, Beverly Nieves, personally appeared Suzanne Frick, personally known to me, or proven 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.



(Seal)

Beverly G. Nieves
SIGNATURE OF NOTARY

EXHIBIT "A"
EASEMENT AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Long Beach Unified School District
Facilities Planning and Management
2425 Webster Avenue
Long Beach, California 90810-3204

Attention: Director of Facilities Planning and Management

(Above Space for Recorder's Use Only)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made and entered into and to be performed in Long Beach, California, between the Long Beach Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, hereinafter referred to as "GRANTOR" and the City of Long Beach, a municipal corporation, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, GRANTOR is the owner of certain real property located at 1764-1766 Atlantic Avenue within the City of Long Beach, County of Los Angeles, State of California, more commonly known as Polytechnic High School ("Grantor's Property") and referred to as Los Angeles County Assessor's Parcel No. 7268-006-911;

WHEREAS, GRANTEE is the owner of certain real property located at 1790 Atlantic Avenue within the City of Long Beach, County of Los Angeles, State of California ("Grantee's Property"), and referred to as Los Angeles County Assessor's Parcel No. 7268-006-020; and

WHEREAS, GRANTEE is widening a portion of Atlantic Avenue to install a right-hand turn lane and adjacent public sidewalk ("Project"), and requires an easement from GRANTOR for sidewalk and street widening purposes, including all related purposes, over, under and across the real property; and

WHEREAS, GRANTEE desires to obtain from GRANTOR and GRANTOR is willing to grant a permanent exclusive easement for use of that portion of Grantor's Property necessary to allow GRANTEE to construct, use, and maintain the Project, as more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A-1" (the "Easement Area"). The Easement Area includes any below ground footings and infrastructure that must be installed in connection with the Project subject to the terms and conditions set forth herein. Attached hereto and incorporated herein as Exhibit "A-2" is a depiction of the Easement Area.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. GRANT OF EASEMENT. GRANTOR does hereby grant to GRANTEE, to the extent GRANTOR has any right, title or interest in the Easement Area, a permanent exclusive easement for the benefit of the public to utilize the Easement Area to construct, use and maintain the Project in the Easement Area. References herein to GRANTOR and GRANTEE shall include GRANTOR'S and GRANTEE'S successors in interest with respect to the Grantor's Property and Grantee's Property as applicable. This Easement is subject to all existing easements, covenants, conditions, and restrictions recorded against Grantor's Property and which affect the Easement Area.

2. EFFECTIVE DATE. The Effective Date of this Easement shall be June 3, 2009.

3. LIMITATIONS ON EASEMENT. It is understood and agreed that this Easement does not constitute a conveyance of a fee interest in Grantor's Property or of the minerals therein and thereunder, but grants only the limited easement as provided in Paragraph 1 above. Unless otherwise stated herein, the Easement granted herein is on an "AS-IS" basis and GRANTOR makes no representation or warranty of any kind regarding the condition of the Grantor's Property or the Easement Area. GRANTOR retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to GRANTEE. It is understood that GRANTOR grants only that portion of the above-described real property in which it has an interest. GRANTOR, by signing below, represents and certifies that it is the owner of this real property and grants this Easement free of any other encumbrances not specifically listed herein.

4. GRANTEE'S OBLIGATIONS.

(a) Parking Lot. GRANTEE shall be responsible for all costs and expenses for repaving and re-striping the parking lot ("Parking Lot Scope of Work") located on Grantor's Property, as described in greater detail in Exhibit "B" attached hereto and incorporated herein.

(b) Wrought Iron Fence.

(1) GRANTEE shall be responsible for removal of the ten (10) foot wrought iron fence ("Fence") located on the Grantor's Property, as depicted in Exhibit "B" attached hereto and incorporated herein.

(2) GRANTEE shall be responsible for all costs and expenses associated with the removal ("Fence Removal Costs") and for all costs and expenses associated with the reinstallation of the Fence, including but not limited to architecture fees, inspector of record fees, and Division of State Architect ("DSA") fees ("Fence Reinstallation Costs") (Fence Removal Costs and Fence Reinstallation Costs shall be referred to collectively as "Fence Costs").

(3) GRANTEE or the Redevelopment Agency of the City of Long Beach shall pay to District the Fence Reinstallation Costs in the amount of Twenty-Eight Thousand Six Hundred Forty-Two Dollars (\$28,642) which consists of the Fence Reinstallation Costs, as estimated and agreed upon by the parties, and a twenty-five percent (25%) contingency for cost overruns. Upon completion of the reinstallation of the Fence, as determined by GRANTOR, all excess funds shall be returned to GRANTEE. In the event that the reinstallation of the Fence exceeds the amount of funds called for above for any reason, including but not limited to compliance with DSA, GRANTEE agrees to assume any contractual obligation or responsibility undertaken by GRANTOR, pursuant to Paragraph 4. (b) (6) below, for the reinstallation of the Fence and GRANTEE shall have full responsibility to reinstall the Fence.

(4) In the event that the Fence is damaged during the removal process, GRANTEE shall be responsible for all costs and expenses associated with the replacement or repair of such damage. Such costs and expenses are in addition to the Fence Costs and shall not be paid out of the funds paid to GRANTOR pursuant to Section 4. (b) (3).

(5) Subsequent to removal, GRANTEE shall be responsible for the proper storage of the Fence including all costs and expenses associated with such storage and the security required to ensure the Fence is not damaged, vandalized or stolen. Such costs and expenses are in addition to the Fence Costs and shall not be paid out of the funds paid to GRANTOR pursuant to Section 4. (b) (3).

(6) GRANTEE affirms that GRANTOR is exempt, without further action by GRANTOR whatsoever, from the City of Long Beach zoning requirements as they relate to the Grantor's Property, including but not limited to the removal and reinstallation of the Fence on Grantor's Property. In reliance on said exemption, GRANTOR shall contract for the reinstallation of the Fence, however, GRANTEE agrees that the costs and expenses associated with the reinstallation of the Fence shall be the responsibility of GRANTEE and shall be paid out of the funds paid to GRANTOR pursuant to Section 4. (b) (3). Furthermore, GRANTEE and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTOR and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character arising out of, or caused, in whole or in part, by GRANTOR'S reinstallation of the Fence as it relates to compliance or non-compliance with City of Long Beach zoning requirements; such indemnification shall be in addition to the indemnification set forth in Section 7 of this Easement and survive the termination of this Easement.

(c) GRANTEE shall conduct its activities on the Easement Area in a safe, good and workmanlike manner, to the extent possible, to avoid causing any damage to, or interference with, any activities and improvements on or near the Easement Area or any adjacent property owned by GRANTOR.

(d) GRANTEE shall maintain said Project in the same condition and repair as adjacent streets, reasonable wear and tear allowed.

5. GRANTOR'S OBLIGATIONS. Upon completion of the Parking Lot Scope of Work to GRANTOR's satisfaction, GRANTOR shall provide a written certification of acceptance to GRANTEE of the Parking Lot Scope of Work.

6. CONDITION OF GRANTEE'S PROPERTY. Unless otherwise stated herein, GRANTEE understands and acknowledges that (i) GRANTEE has inspected the Grantor's Property and Easement Area and accepts the Grantor's Property and Easement Area "AS IS" with full knowledge of the physical condition, and (ii) GRANTOR has not made any representation or warranty, express or implied, as to the condition of the Grantor's Property and Easement Area, the suitability of the Grantor's Property and Easement Area for GRANTEE's intended use or as to any matter. Nothing in this Easement shall transfer any responsibility for actual or alleged environmental contamination to GRANTEE, whether such contamination is known or unknown to GRANTOR at the time of the making of this grant or at any time thereafter.

7. INDEMNITY. The indemnification provisions set forth in this Section 7 shall survive the termination of the Easement. GRANTEE and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTOR and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by GRANTEE'S use of the Easement Area, including any use of the Easement Area by third parties for the purpose of the Easement, or the exercise by GRANTEE of any rights under this Easement; provided, however, that GRANTEE shall not be liable for damages caused by GRANTOR'S active or passive negligence.

GRANTOR and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTEE and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by GRANTOR'S use of the Easement Area or the exercise by GRANTOR of any rights under this Easement; provided, however, that GRANTOR shall not be liable for damages caused by GRANTEE'S active or passive negligence.

(a) Environmental Indemnification: GRANTOR and its successors and assigns shall indemnify, protect, defend and hold harmless GRANTEE and its successors and assigns from and against any and all costs, damages, claims, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from the release, treatment, use, generation, storage, or disposal on, under, or from the Grantor's Property of any Hazardous Materials at any time prior to the Effective Date of this Easement, including, without limitation, the cost of any required or necessary remediation or removal of such hazardous materials, any cost or repair or improvements on the Grantor's Property or surrounding property necessitated by the remediation or removal of such hazardous materials, and the costs of any

testing, sampling, or other investigations or preparation of remediation or other required plans undertaken in connection with the remediation or removal of such hazardous materials.

(b) Definition of Hazardous Materials: The term "Hazardous Materials" when used in this Easement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Effective Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395), Hazardous Waste Control Law (Health and Safety Code section 25100-25250.25); the Hazardous Materials Transportation Act, as amended (Title 49 United States Code Sections 1801-1819); and any substance defined as "hazardous waste" in Health and Safety Code Section 25117 or as a "hazardous substance" in Health and Safety Code Section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Effective Date.

8. INSURANCE.

(a) General Liability. GRANTEE agrees to maintain in full force and effect throughout the duration of the Easement commercial general liability insurance equivalent in scope to ISO CG 00 01 11 85, including contractual coverage, coverage from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities solely performed by or on behalf of GRANTEE or caused by or connected with GRANTEE's use of the Easement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; and \$3,000,000 for general aggregate. Said insurance shall be primary insurance with respect to GRANTOR.

(b) Automobile Liability. GRANTEE also agrees to maintain in full force and effect for the duration of the Easement commercial automobile liability insurance equivalent in scope to ISO CA 00 01 06 92, covering Symbol 1 (any auto) with a combined single limit of \$1,000,000 per accident.

(c) Workers' Compensation. GRANTEE shall also maintain, in full force and effect throughout the term of this Easement, Workers' Compensation insurance in accordance with the laws of California, in the amount of Statutory Limits for Coverage A and \$1,000,000 per accident for bodily injury or disease for Coverage B, employers' liability.

(d) Notice; Additional Named Insureds. All insurance required under this Easement shall be issued by a company or companies lawfully authorized to do business in California as admitted carriers. GRANTOR shall be designated as an additional named insured on a form equivalent in scope to ISO CG 20 26 11 85. Prior to entry, GRANTEE shall provide GRANTOR with Certificates of Insurance.

(e) Self-Insurance. GRANTEE has the right to self-insure all or any portion of its insurance obligations herein.

9. SUCCESSORS, MISCELLANEOUS. The terms and provisions of this Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of GRANTOR and GRANTEE. GRANTEE shall not assign, transfer or convey any of its rights and/or obligations under this Easement except in connection with a conveyance of Grantee's Property. This Easement shall remain in effect until it is released by GRANTOR and GRANTEE by recordable instrument. This Easement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed hereby and may only be modified by a written agreement executed by all parties hereto and recorded in the official records of the County of Los Angeles.

10. NOTICE. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at the party's address appearing below. Any party may change its address for notice at any time by written notice in accordance with this paragraph 8.

LONG BEACH UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
2425 Webster avenue
Long Beach, California 90810-3204
Attention: Director of Facilities Planning and Management

CITY OF LONG BEACH
13th Floor, City Hall
333 West Ocean Boulevard
Long Beach, California 90802

11. ATTORNEY'S FEES. In the event any action or suit is brought by a party against another party by reason of the breach of any of the covenants or agreements set forth in this Easement or any other dispute between the parties concerning this Easement, each party shall be responsible for its own attorney's fees and costs.

12. GOVERNING LAW. This Easement shall be governed and construed in accordance with the laws of the State of California.

13. AUTHORITY. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Easement and that such execution is binding upon the entity or which he or she is executing this document

14. HEADINGS. The headings of this Easement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Easement.

15. SEVERABILITY. If any paragraph, section, sentence, clause or phrase contained in the Easement shall become illegal, null or void, against public policy, or to otherwise

unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Easement shall not be affected thereby.

16. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on GRANTEE and GRANTOR, respectively, and the respective rights and obligations hereunder shall run with the land and shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

17. WAIVER. The waiver of any breach of any provision hereunder by GRANTOR or GRANTEE shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this 3rd day of June, 2009.

Approved as to form

ATKINSON, ANDELSON, LOYA, RUUD & ROMO LONG BEACH UNIFIED SCHOOL DISTRICT

Constance J. Schwindt, Esq.
Attorneys for Long Beach Unified School
District

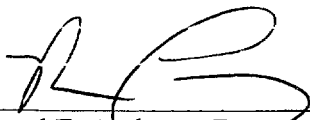
Name and Title

Approved as to form

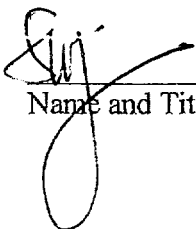
CITY OF LONG BEACH

Robert E. Shannon, City Attorney

Assistant City Manager

 5-21-09

Richard F. Anthony, Deputy

 Patrick H. West, City Manager

Name and Title

EXCERPT FORWARDED
TO SECTION 301 OF
THE CITY CHARTER.

unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Easement shall not be affected thereby.

16. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on GRANTEE and GRANTOR, respectively, and the respective rights and obligations hereunder shall run with the land and shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

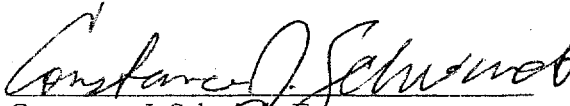
17. WAIVER. The waiver of any breach of any provision hereunder by GRANTOR or GRANTEE shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this 3rd day of June, 2009.

Approved as to form

ATKINSON, ANDELSON, LOYA, RUUD & ROMO LONG BEACH UNIFIED SCHOOL DISTRICT


Constance J. Schwindt, Esq.
Attorneys for Long Beach Unified School District


Name and Title
Bartick L. Bartlett 6/3/09
Purchasing & Contracts Director

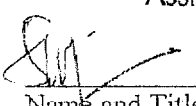
Approved as to form

CITY OF LONG BEACH

Robert E. Shannon, City Attorney

Assistant City Manager

 5-21-09
Richard F. Anthony, Deputy

 Patrick H. West, City Manager
Name and Title

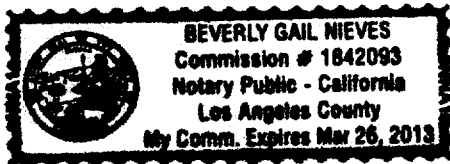
RELUCED TO
TO SECTION 304 OF
THE CITY CHARTER.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On 5/26/09, before me, Beverly Nieves, personally appeared Suzanne Frick, personally known to me, or proven 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~~ she executed the same in ~~his/her/their~~ her authorized capacity(ies), and that by ~~his/her/their~~ her 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.



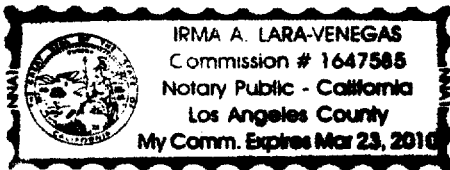
(Seal)

Beverly G Nieves
SIGNATURE OF NOTARY

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On June 3, 2009, before me, Irma A. Lara-Venegas, personally appeared Barrick L. Bartlett, personally known to me, or proven 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.

Irma A. Lara-Venegas
SIGNATURE OF NOTARY

(Seal)

EXHIBIT "A-1"

**EASEMENT AREA
(legal description)**

**LBUSD TO CITY OF LONG BEACH
SIDEWALK EASEMENT
ATLANTIC AVENUE BETWEEN ESTHER STREET AND PCH**

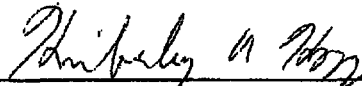
Those portions of Lot 4 through 11 inclusive of the Park Tract in the City of Long Beach, County of Los Angeles, State of California as per Map in Book 21 pages 34 of Miscellaneous Records in the Office of County Recorder of said County described as follows:

Beginning at the South East corner of Lot 11 of said track; thence North 000'00" East 185.00 feet along the Easterly Line of Lot 1 through 11 of said Tract to an intersection with the North Line of the South 10.00 feet of said Lot 4, measured at right angles and parallel with the South Line of said Lot 4; thence North 90'00'00" West 105.00 feet along last said parallel line to a point being 50.00 feet distant Easterly from the centerline of Atlantic Avenue, said point being the **True Point of Beginning**; thence North 90'00'00" West 10.00 feet to the intersection of a line 40.00 feet distant Easterly measured at the right angles, and parallel with the centerline of Atlantic Avenue, last said parallel line being the Easterly line of 10.00 feet wide Los Angeles County street easement as described in Deeds 3028 Pg. 245 recorded 3-5-1908, 3059 Pg. 309 recorded 12-27-1906, 3059 Pg. 313 recorded 1-22-1907, 3153 Pg. 81 recorded 3-5-1907, 3205 Pg. 3 recorded 7-15-1907, 3228 Pg. 311 recorded 12-21-06, all of the official records of said county, also said 10.00 feet wide strip annexed to the City of Long Beach 1-19-1910 by Increment No. 8 more clearly shown on City of Long Beach Drawing G-73 Sheet 5 of 5 in the Office of the City Engineer of said City, thence South 0'00'00" West 185.00 feet along last said parallel, line to the Westerly prolongation of

the Southerly line of said Lot 11; thence South 90°00'00" East 25.00 along the Southerly line of said Lot 11; thence North 45°00'00" West 21.21 feet leaving last said line to the intersection with a line 50.00 feet distant Easterly, measured at right angles, and parallel with the centerline of Atlantic Avenue, also said intersection being 15.00 feet distant Northerly of Southerly Line of said Lot 11; thence North 0°00'00" East 170.00 feet along last said parallel line to the **True Point of Beginning**.

Containing more or less 1962.50 square feet or 0.045 Acres

More particularly shown on attached Exhibit "B"



Kimberley A. Holtz, PLS 7080
Expires Dec. 31, 2010

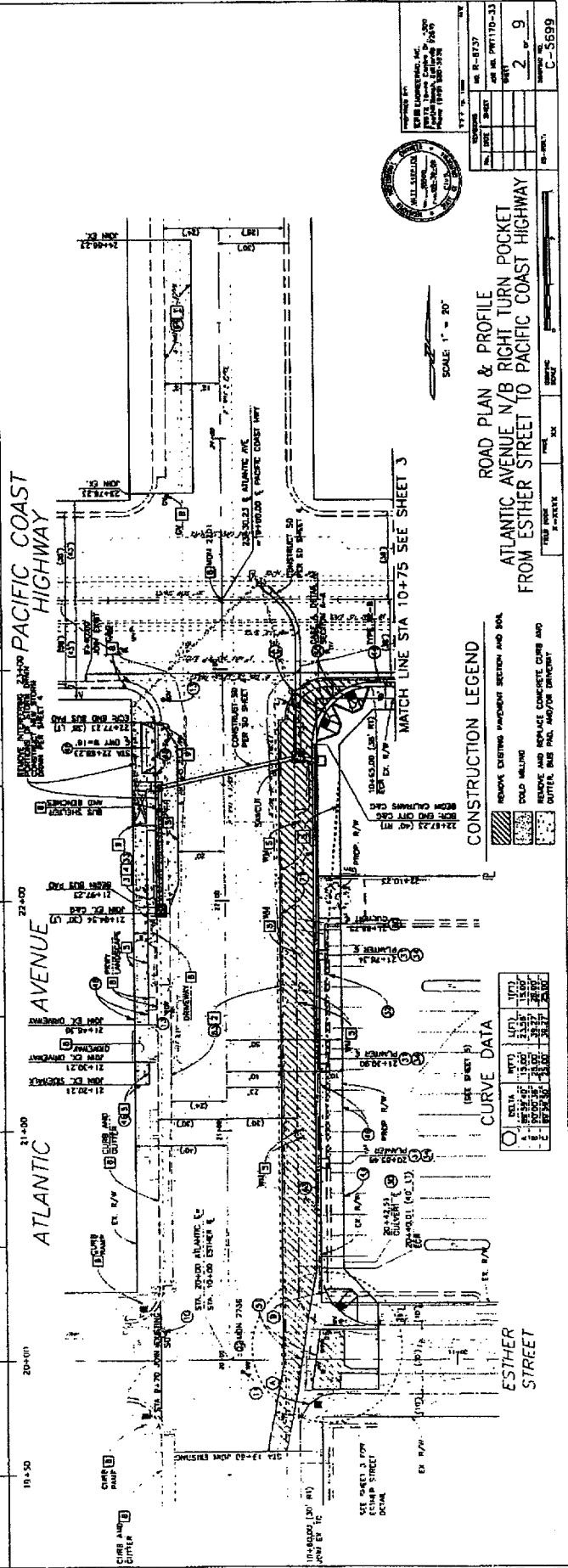
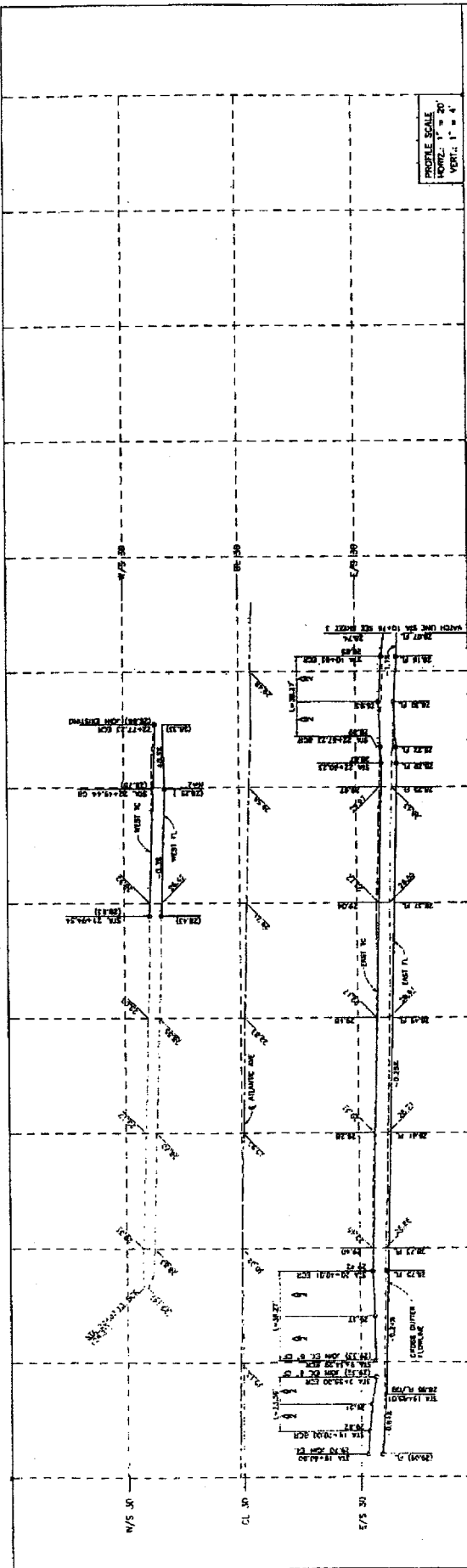


EXHIBIT "A-2"

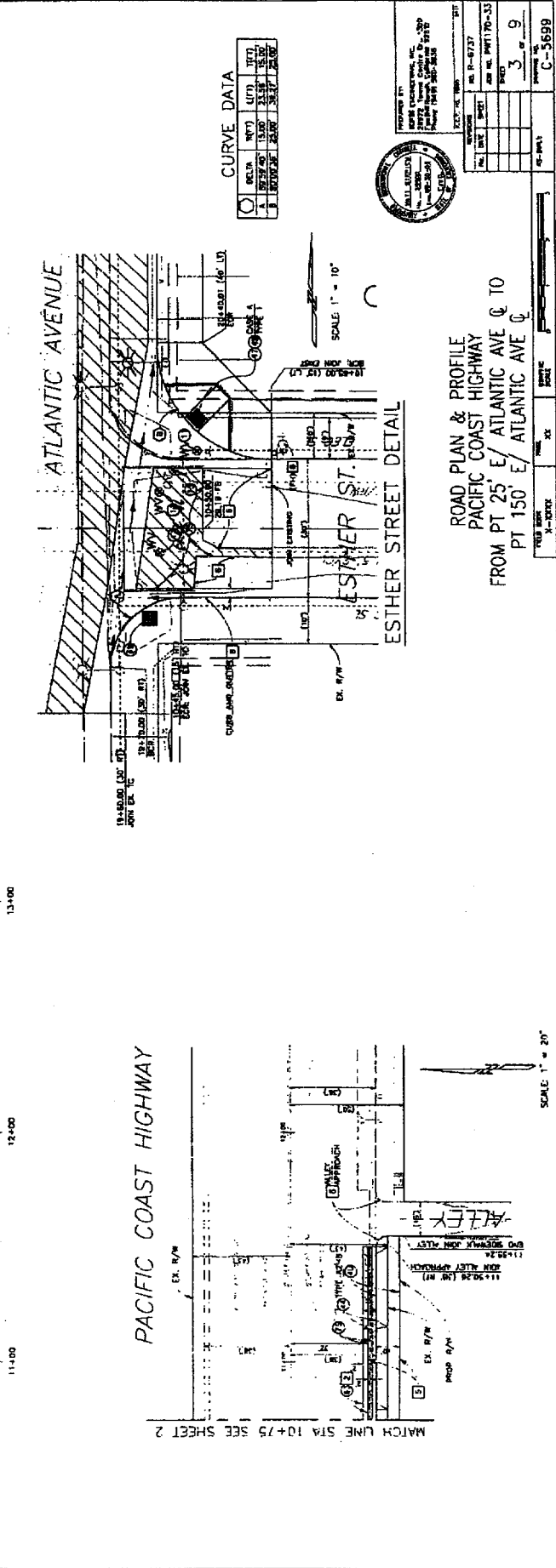
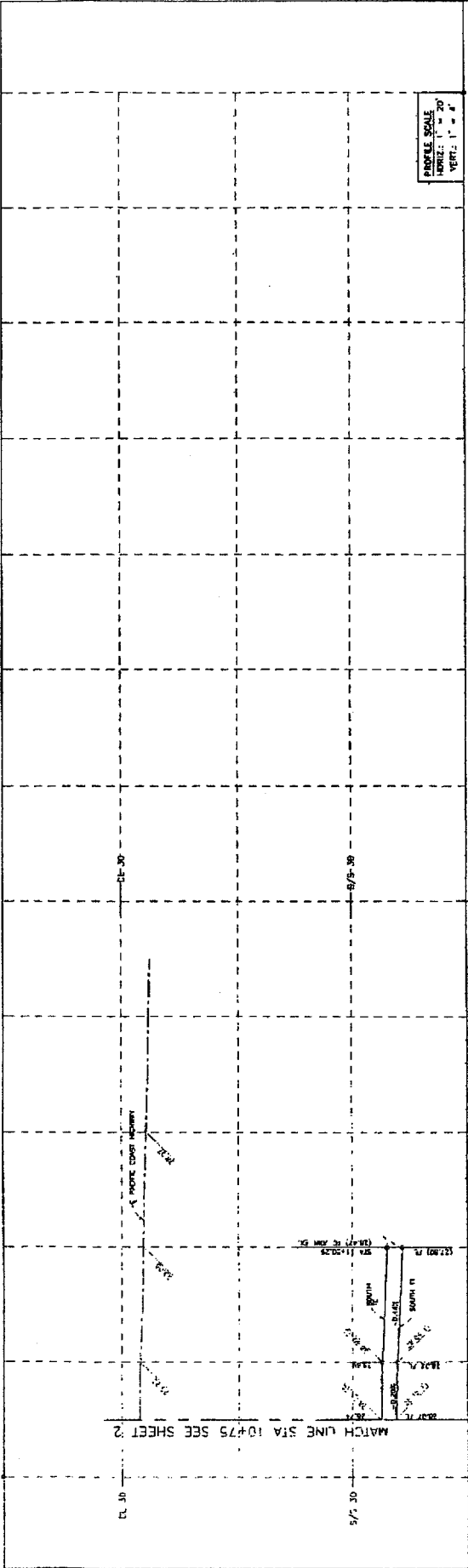
**EASEMENT AREA
(depiction)**

EXHIBIT "B"

PARKING LOT SCOPE OF WORK



PROJECT NO.	100-1000
DATE	10/1/50
BY	J. H. ...
CHECKED BY	...
APPROVED BY	...
SCALE	1" = 20'
SHEET NO.	2
TOTAL SHEETS	9
PROJECT NAME	ROAD PLAN & PROFILE ATLANTIC AVENUE N/B RIGHT TURN POCKET FROM ESTHER STREET TO PACIFIC COAST HIGHWAY
PROJECT NO.	C-5699



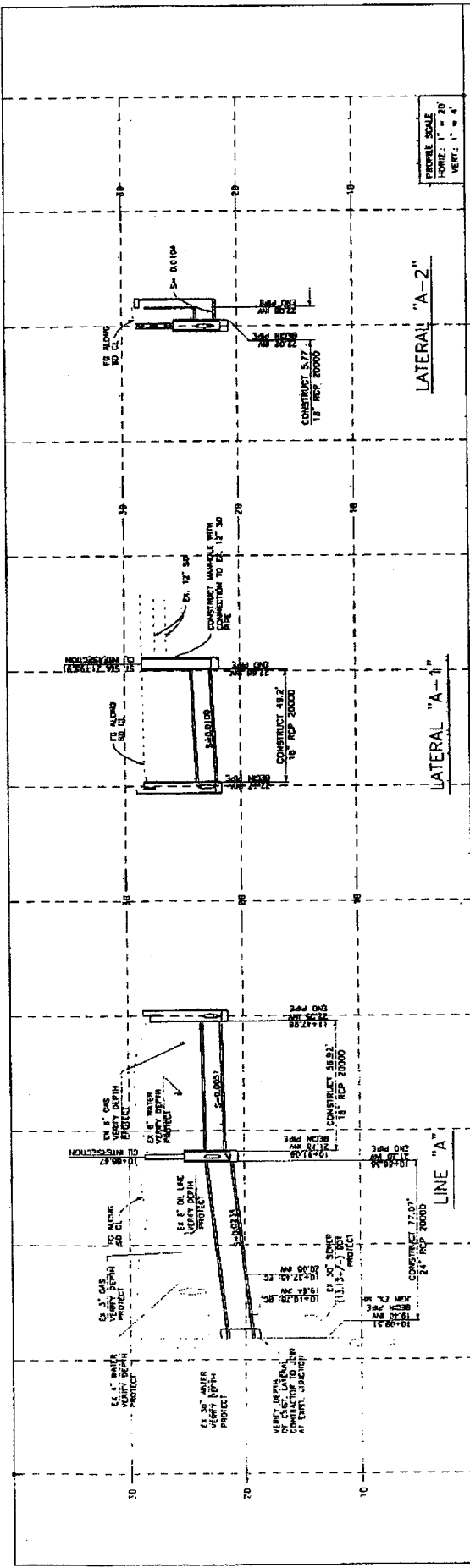
CURVE DATA

PC	PT	LC	LT	STATION
10+00	10+25	25	100	10+12.5
10+25	10+50	25	100	10+37.5
10+50	10+75	25	100	10+62.5
10+75	11+00	25	100	10+87.5



NO.	DATE	BY	REVISION
1	10/17/75	WR	ISSUE FOR PERMIT

PROJECT NO: 170-13
SHEET NO: 9
DATE: 10/17/75
SCALE: 1" = 20'



VERTICAL SCALE
HORIZ. 1" = 20'
VERT. 1" = 4'

LATERAL "A-2"

LATERAL "A-1"

LINE "A"

10+00

10+00

11+00

10+00

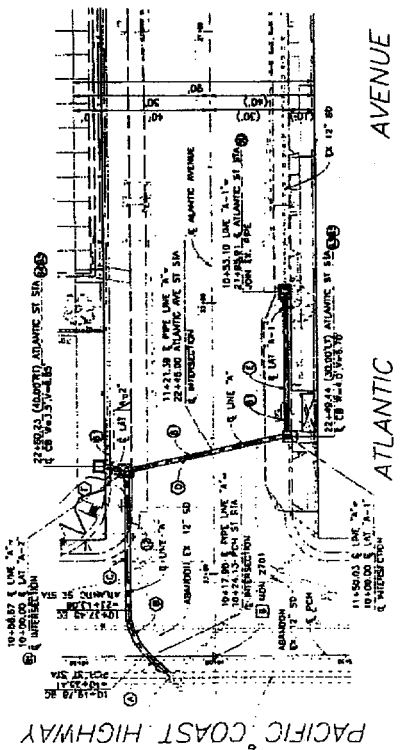
LINE/CURVE DATA

STATION	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	S 42° 25' 15" E	12.41	1.81	0.37
B	S 89° 55' 00" W	22.50	1.81	0.37
C	S 89° 55' 00" W	22.50	1.81	0.37
D	S 89° 55' 00" W	22.50	1.81	0.37
E	S 89° 55' 00" W	22.50	1.81	0.37
F	N 75° 37' 00" W	11.8	1.81	0.37



DATE	NO. 11-8737
BY	DATE
PROJECT NO.	DATE
PROJECT NAME	DATE
PROJECT NO.	DATE
PROJECT NAME	DATE

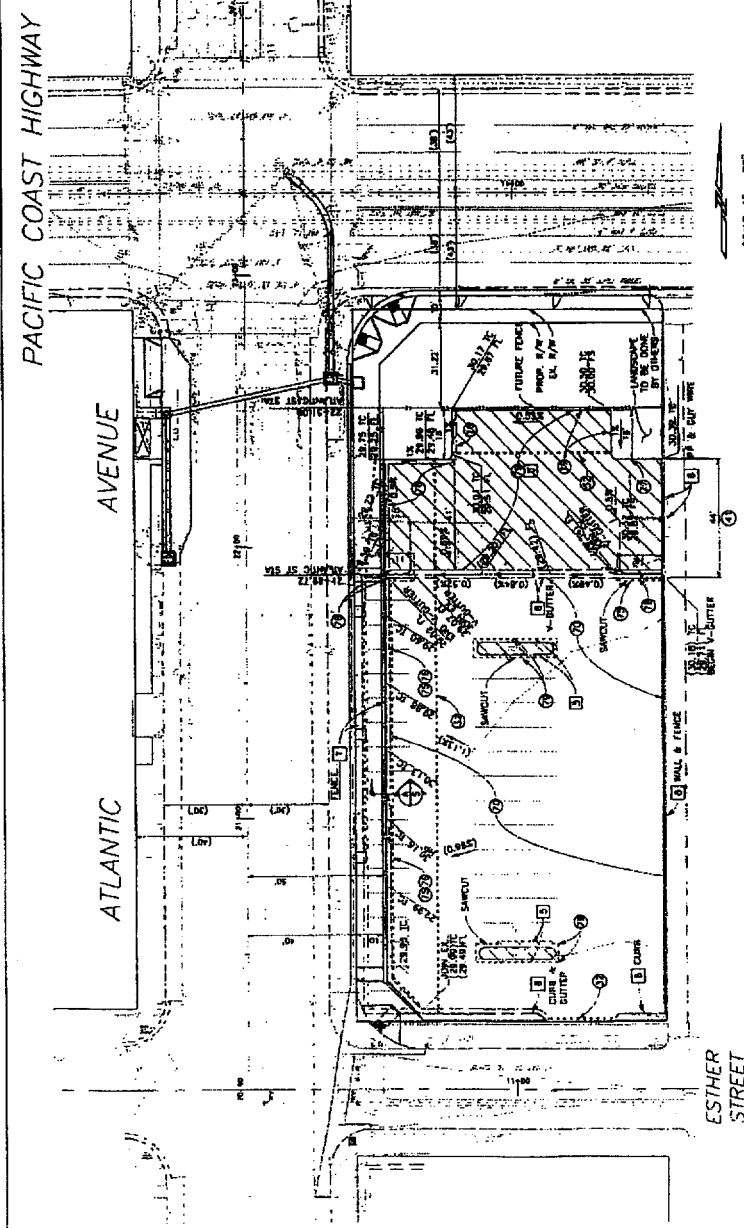
STORM DRAIN PLAN & PROFILE
ATLANTIC AVENUE N/B RIGHT TURN POCKET
FROM ESTHER STREET TO PACIFIC COAST HIGHWAY



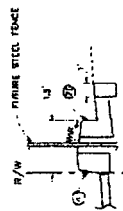
GENERAL NOTE
THE CONTRACTOR SHALL VERIFY DEPTHS OF ALL UTILITIES BEFORE ANY WORK IS STARTED.

SCALE: 1" = 20'

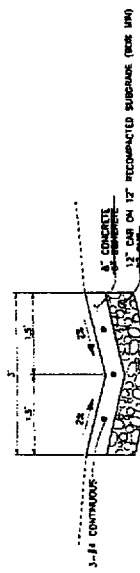
C-5699



SCALE: 1" = 20'



SECTION A
NOT TO SCALE



V-GUTTER DETAIL
NOT TO SCALE



PROJECT NO.	1170-133
DATE	08-23-2017
SCALE	1" = 20'
SHEET NO.	5
TOTAL SHEETS	9
PROJECT NAME	CONSTRUCTION PLAN ATLANTIC AVENUE N/B RIGHT TURN POCKET POLY H.S. PARKING LOT
CLIENT	C-5699

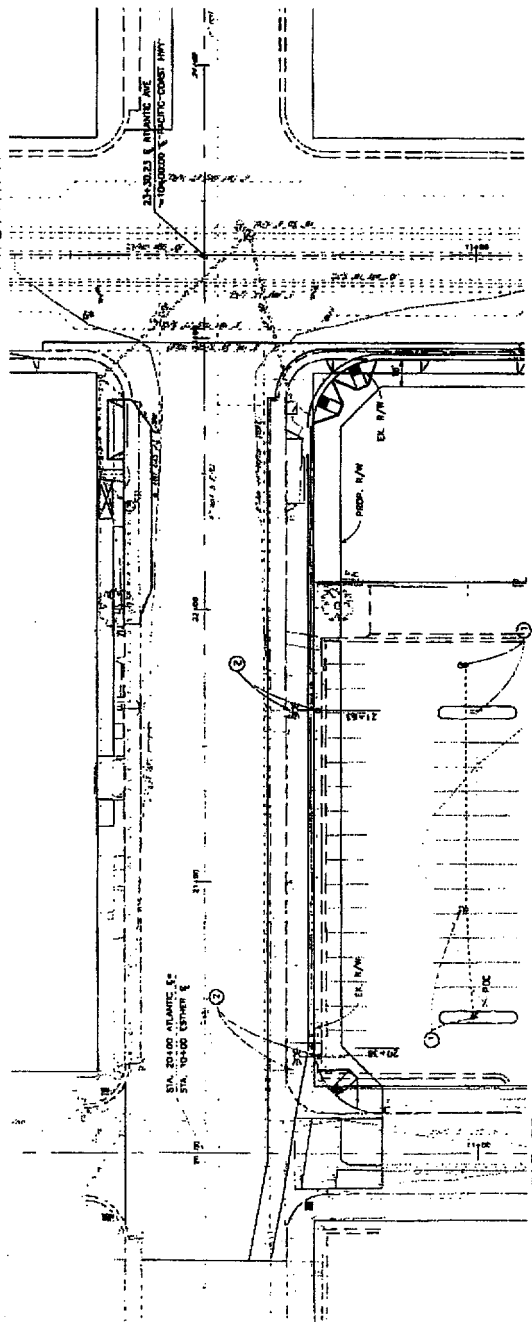
CONSTRUCTION PLAN
ATLANTIC AVENUE N/B RIGHT TURN POCKET
POLY H.S. PARKING LOT

DATE: 08-23-2017
SCALE: 1" = 20'
SHEET NO.: 5
TOTAL SHEETS: 9
PROJECT NAME: CONSTRUCTION PLAN ATLANTIC AVENUE N/B RIGHT TURN POCKET POLY H.S. PARKING LOT
CLIENT: C-5699

PACIFIC COAST HIGHWAY

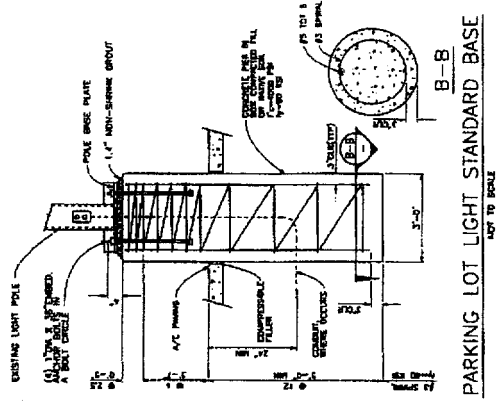
ATLANTIC AVENUE

ATLANTIC AVENUE



ESTHER STREET

SCALE: 1" = 20'



PARKING LOT LIGHT STANDARD BASE
NOT TO SCALE

GENERAL NOTES:

1. FOR ELECTRICIANS AT INTERSECTIONS SEE TRAFFIC SIGNAL MODIFICATION PLAN.
2. INCLUDE THE STREET LIGHT STANDARD TYPE, C AND SPECIFICATIONS AND SPECIFICATIONS FOR LIGHT FIXTURES TO BE USED IN THIS PROJECT. CONTACT DOCUMENT SPECIFICATIONS.
3. CONTRACTOR TO MAINTAIN EXISTING STREET LIGHTING SYSTEM THROUGHOUT CONSTRUCTION.
4. CONTRACTOR TO MAINTAIN EXISTING STREET LIGHTING SYSTEM THROUGHOUT CONSTRUCTION.
5. CONTRACTOR TO MAINTAIN EXISTING STREET LIGHTING SYSTEM THROUGHOUT CONSTRUCTION.

CONSTRUCTION NOTES (THIS SHEET)

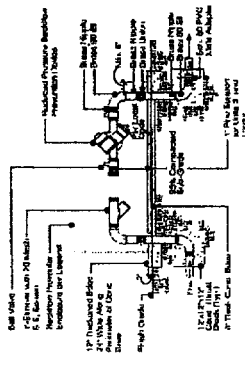
1. RELOCATE EXISTING PARKING LIGHT AND ALL APPURTENANCES ONTO NEW LIGHT STANDARD BASE PER DETAILS IN THIS SHEET. RECONNECT TO EXISTING POWER SYSTEM AND EQUIPMENT. USE TRAFFIC MARKING PULL BOXES. NEW LOCATION PER STRIPING PLAN.
2. REMOVE EXISTING FOUNDATION COMPLETELY AND CONSTRUCT NEW STEEL LIGHT STANDARD. NEW LIGHTING LOC AT STATIONS 2035 AND 2145. ABANDON EXISTING COMBITY BETWEEN THESE STATIONS.
3. INSTALL LIGHTING PER CITY OF LONG BEACH STANDARD PLAN NO. FOR CONCRETE LIGHT STANDARD TYPE B.



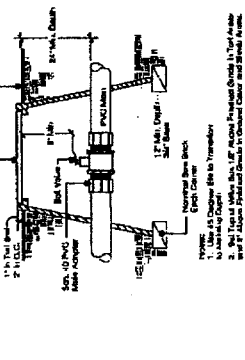
PROJECT NO.	NO. B-8757
DATE	NOV 17 1970
BY	9
CHECKED BY	9
DATE	9
PROJECT	0-5899

STREET LIGHT PLAN
ATLANTIC AVENUE N/B RIGHT TURN POCKET
FROM ESTHER STREET TO PACIFIC COAST HIGHWAY

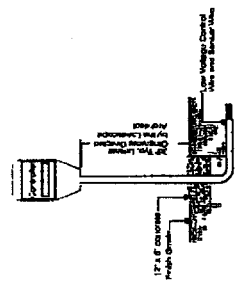
DATE	NOV 17 1970
BY	9
CHECKED BY	9
DATE	9
PROJECT	0-5899



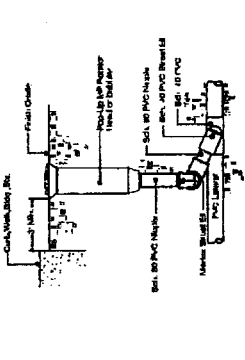
1 RED. PRESS. BACK-FLOW DEVICE
 NO SCALE
 FILE



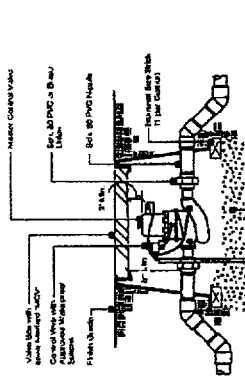
4 ISOLATION VALVE
 NO SCALE
 FILE



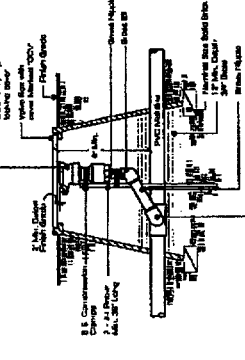
7 CONTROLLER
 NO SCALE
 FILE



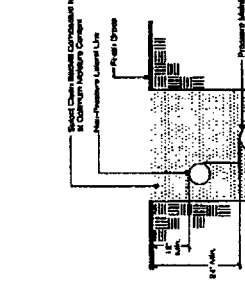
10 POP-UP MP ROTATOR HEAD
 NO SCALE
 FILE



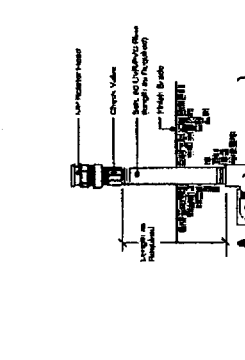
2 MASTER CONTROL VALVE
 NO SCALE
 FILE



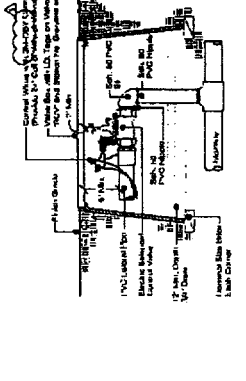
5 QUICK COUPLER VALVE
 NO SCALE
 FILE



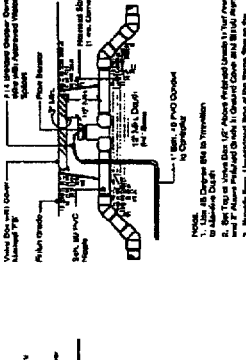
8 TRENCHING
 NO SCALE
 FILE



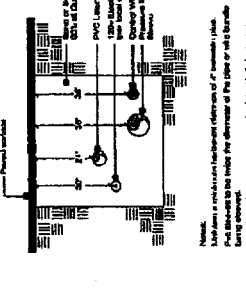
11 MP ROTATOR ON RISER
 NO SCALE
 FILE



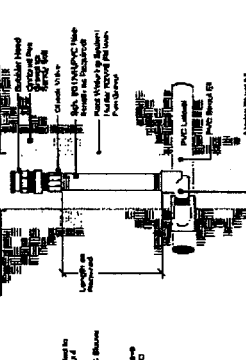
3 REMOTE CONTROL VALVE
 NO SCALE
 FILE



6 FLOW SENSOR
 NO SCALE
 FILE



9 SLEEVING
 NO SCALE
 FILE



12 TREE BUBBLER
 NO SCALE
 FILE

MELNDRZ
 120 Highway, Chula Vista, CA 92011
 619-591-1111
 7/15/84

PACIFIC COAST HIGHWAY AND ATLANTIC AVENUE IRRIGATION DETAILS

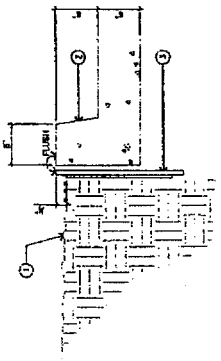


**PACIFIC COAST HIGHWAY
 AND ATLANTIC AVENUE
 PLANTING DETAILS**



MELENDREZ
 777 South Ocean Blvd.
 Los Angeles, California 90005
 LICENSE NO. 11111
 REGISTERED PROFESSIONAL ENGINEER

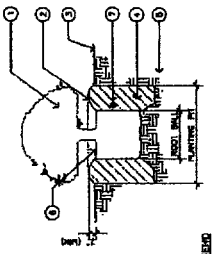
DATE: 11/17/67
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



LEGEND
 1. APPROVED PLANTING SOIL
 2. ALL PAVING - CLASS OR UNIFORM
 3. LINEAR BARRIER - 18" DEPTH x 6" DIA. TH.
 4. ROOT BARRIER - 1/2" THICK POLYETHYLENE
 5. DRAINAGE CHANNEL - 1/2" x 1/2" x 1/2"
 6. 2" RIGID INSULATING FOAM - DIA. 2" SPACED @ 8" O.C.
 7. 2" CONCRETE TOP EDGE - 1/2" THICK - 1/2" x 1/2" x 1/2"
 8. 2" SOFT LOCKING FLEXIBLE JOINTS STOP

NOTE
 A. ROOTS LONGER ROOT TREE BARRIERS AT THE OUTER EDGE OF PAVING.
 B. ALL PLANTING UNDER THIS TREE SHALL BE FORTIFIED.

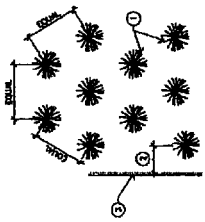
5. LINEAR TREE ROOT BARRIER
 07500-71



LEGEND
 1. CONTAINER PLANT
 2. WATER BARRIER
 3. MULCH
 4. APPROVED SOYBEAN MEAL
 5. APPROVED SOYBEAN MEAL
 6. 2" SOFT LOCKING FLEXIBLE JOINTS STOP
 7. 2" SOFT LOCKING FLEXIBLE JOINTS STOP

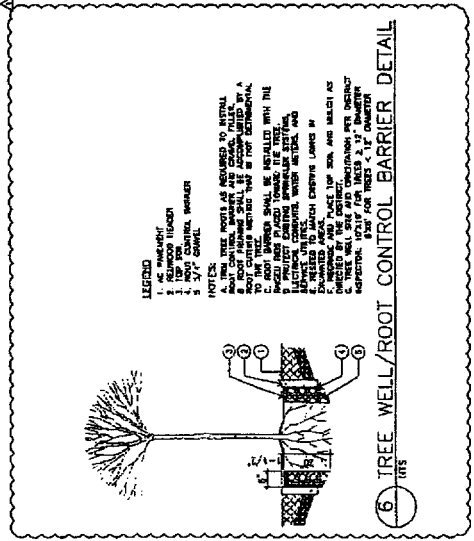
NOTE
 8. REFER TO PLANTING NOTE 18

3. SHRUB PLANTING
 07500-71



LEGEND
 1. LOCATE PLANTS WITH SOIL BENCHES AS INDICATED
 2. ON-LOOKER BENCHES, WALKER BENCHES OR BENCHES ON BENCHES
 3. FACE OF BENCHES, PLANTS OR BENCHES BENCHES
 4. FACE LIGHT

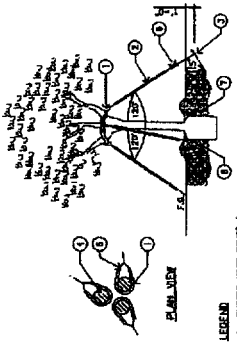
4. GROUNDCOVER PLANTING
 07500-71
 NOT TO SCALE



LEGEND
 1. APPROVED PLANTING SOIL
 2. APPROVED PLANTING SOIL
 3. APPROVED PLANTING SOIL
 4. APPROVED PLANTING SOIL
 5. APPROVED PLANTING SOIL
 6. APPROVED PLANTING SOIL
 7. APPROVED PLANTING SOIL
 8. APPROVED PLANTING SOIL

NOTES:
 A. TREE WELL SHALL BE CONSTRUCTED PER DETAIL
 B. TREE WELL SHALL BE CONSTRUCTED PER DETAIL
 C. TREE WELL SHALL BE CONSTRUCTED PER DETAIL
 D. TREE WELL SHALL BE CONSTRUCTED PER DETAIL
 E. TREE WELL SHALL BE CONSTRUCTED PER DETAIL
 F. TREE WELL SHALL BE CONSTRUCTED PER DETAIL
 G. TREE WELL SHALL BE CONSTRUCTED PER DETAIL
 H. TREE WELL SHALL BE CONSTRUCTED PER DETAIL

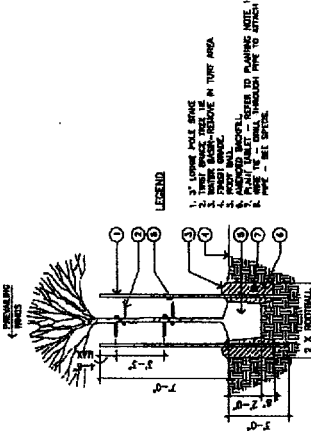
6. TREE WELL/ROOT CONTROL BARRIER DETAIL
 07500-71



LEGEND
 1. 1/2" x 1/2" x 1/2" LUGS WHITE PVC
 2. 1/2" x 1/2" x 1/2" LUGS WHITE PVC
 3. 1/2" x 1/2" x 1/2" LUGS WHITE PVC
 4. 1/2" x 1/2" x 1/2" LUGS WHITE PVC
 5. 1/2" x 1/2" x 1/2" LUGS WHITE PVC
 6. 1/2" x 1/2" x 1/2" LUGS WHITE PVC
 7. 1/2" x 1/2" x 1/2" LUGS WHITE PVC
 8. 1/2" x 1/2" x 1/2" LUGS WHITE PVC

NOTES:
 A. SET ANCHORS AT 45 DEGREES
 B. SET ANCHORS AT 45 DEGREES
 C. SET ANCHORS AT 45 DEGREES
 D. SET ANCHORS AT 45 DEGREES
 E. SET ANCHORS AT 45 DEGREES
 F. SET ANCHORS AT 45 DEGREES
 G. SET ANCHORS AT 45 DEGREES
 H. SET ANCHORS AT 45 DEGREES

1. TREE GUYING
 07500-71



LEGEND
 1. 3" LUMBER POLE STAKE
 2. 3" LUMBER POLE STAKE
 3. 3" LUMBER POLE STAKE
 4. 3" LUMBER POLE STAKE
 5. 3" LUMBER POLE STAKE
 6. 3" LUMBER POLE STAKE
 7. 3" LUMBER POLE STAKE
 8. 3" LUMBER POLE STAKE

2. TREE PLANTING AND STAKING
 07500-71

EXHIBIT "B-1"
EASEMENT AREA
(description)

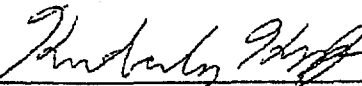
**CITY OF LONG BEACH TO LBUSD
PARKING LOT EASEMENT
ATLANTIC AVENUE BETWEEN ESTHER STREET AND PCH**

Those portions of Lot 2 through 4 inclusive of the Park Tract in the City of Long Beach, County of Los Angeles, State of California as per Map in Book 21 pages 34 of Miscellaneous Records in the Office of County Recorder of said County described as follows:

Beginning at the South East corner of Lot 11 of said track; thence North 000'00" East 185.00 feet along the Easterly Line of Lot 1 through 11 of said Tract to an intersection with the North Line of the South 10.00 feet of said Lot 4, measured at right angles and parallel with the South Line of said Lot 4; thence North 90'00'00" West 105.00 feet along last said parallel line to a point being 50.00 feet distant Easterly from the centerline of Atlantic Avenue, said point being the **True Point of Beginning**; thence North 0'00'00" West 41.00 feet along a line 50.00 feet distant Easterly from the centerline of Atlantic Avenue, measured at right angles and parallel with said centerline to the Northerly Line of the Southerly 1.00 feet of Lot 2; thence North 90'00" East 105.00 feet to the Easterly Line of said Lots 1 through 11 inclusive of said Tract; thence South 0'00'00" East 41.00 feet to the Northerly line of the South 10.00 feet of said Lot 4; thence North 90'00'00" West 105.00 feet to the **True Point of Beginning**.

Containing more or less 4305.00 square feet or 0.099 Acres

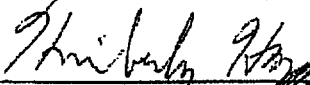
More particularly shown on attached Exhibit "B"


Kimberley A. Holtz, PLS 7080
Expires Dec. 31, 2010



**REDEVELOPMENT AGENCY TO CITY OF LONG BEACH
QUICKCLAIM
ATLANTIC AVENUE AT PCH**

The East 115 feet of Lots 1, 2, and 3 and the North 15 feet of the East 115 feet of Lot 4 of Park Track, in the City of Long Beach, County of Los Angeles, State of California as per Map recorded in Book 21 Page 34 of Miscellaneous Records, in the office of the Los Angeles County Recorder.



Kimberley A. Holtz, PLS 7080
Expires Dec. 31, 2010



EXHIBIT "B-2"
EASEMENT AREA
(depiction)

|

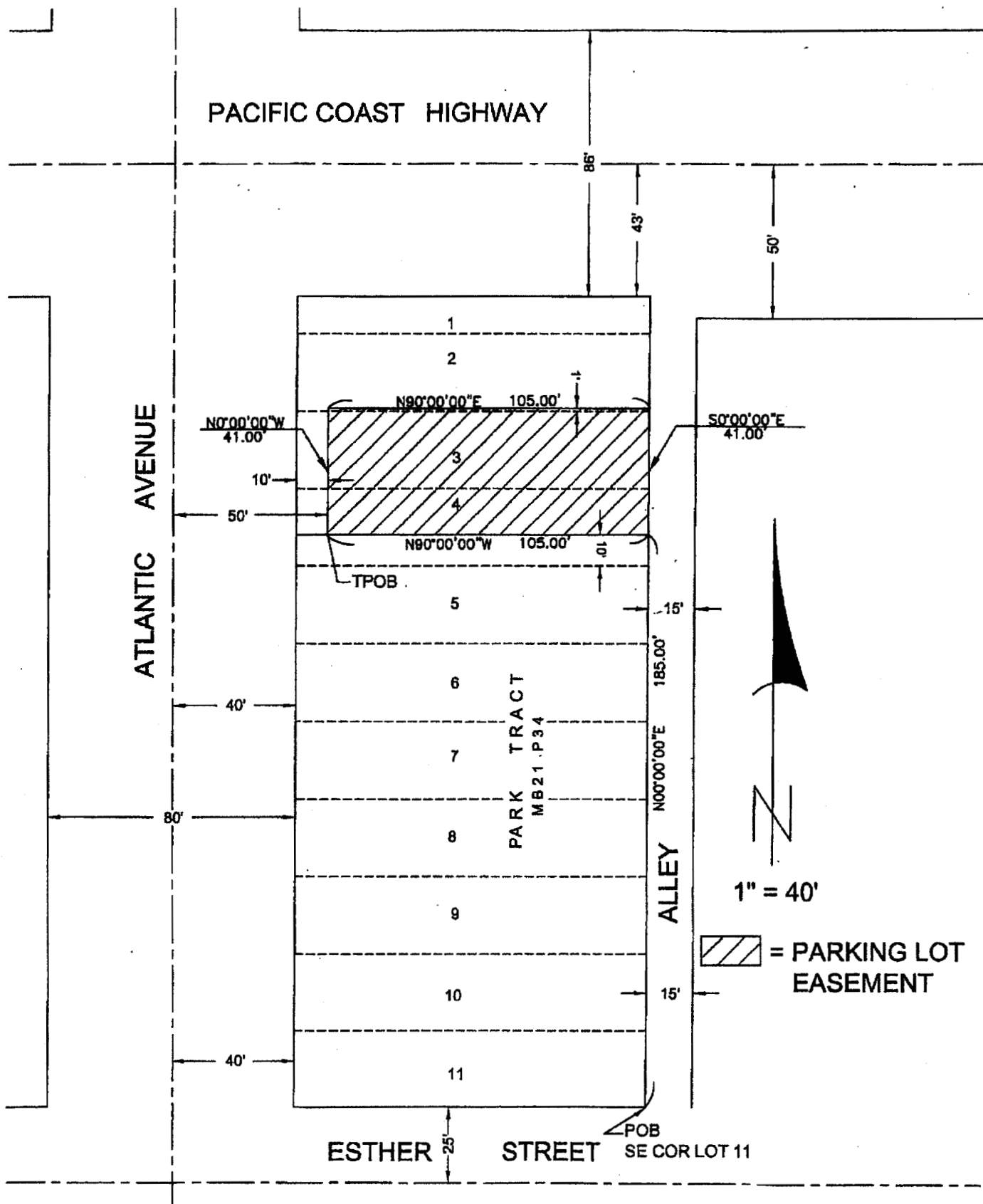
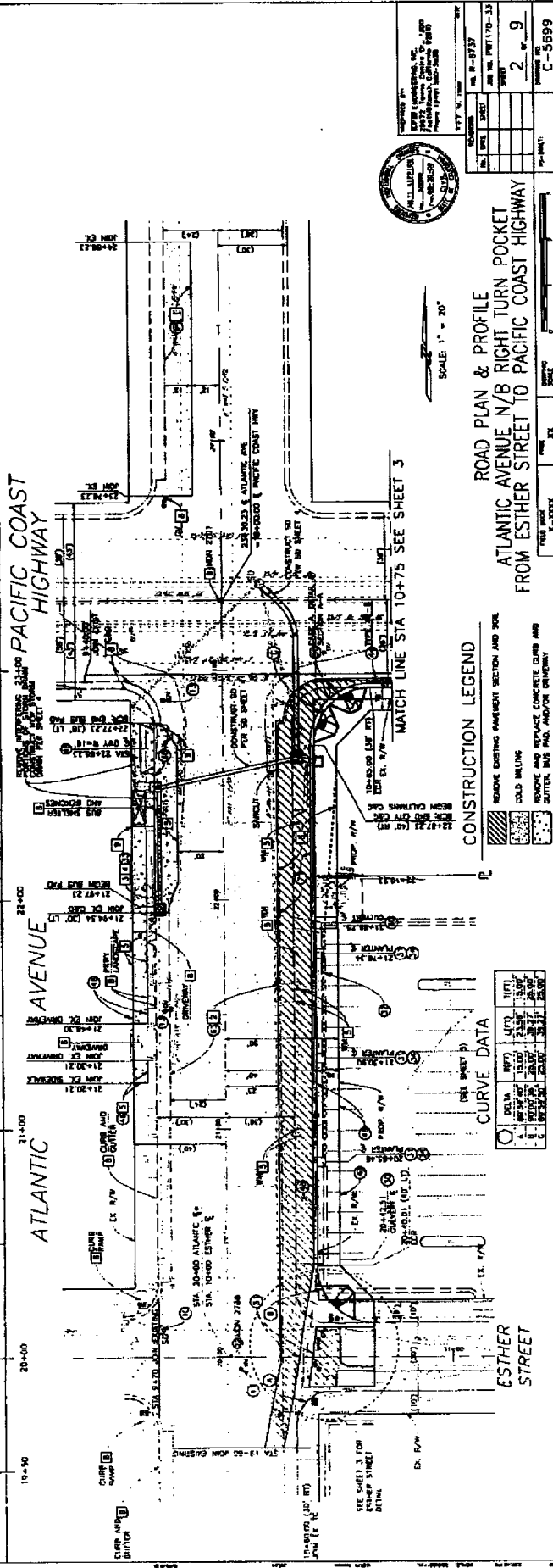
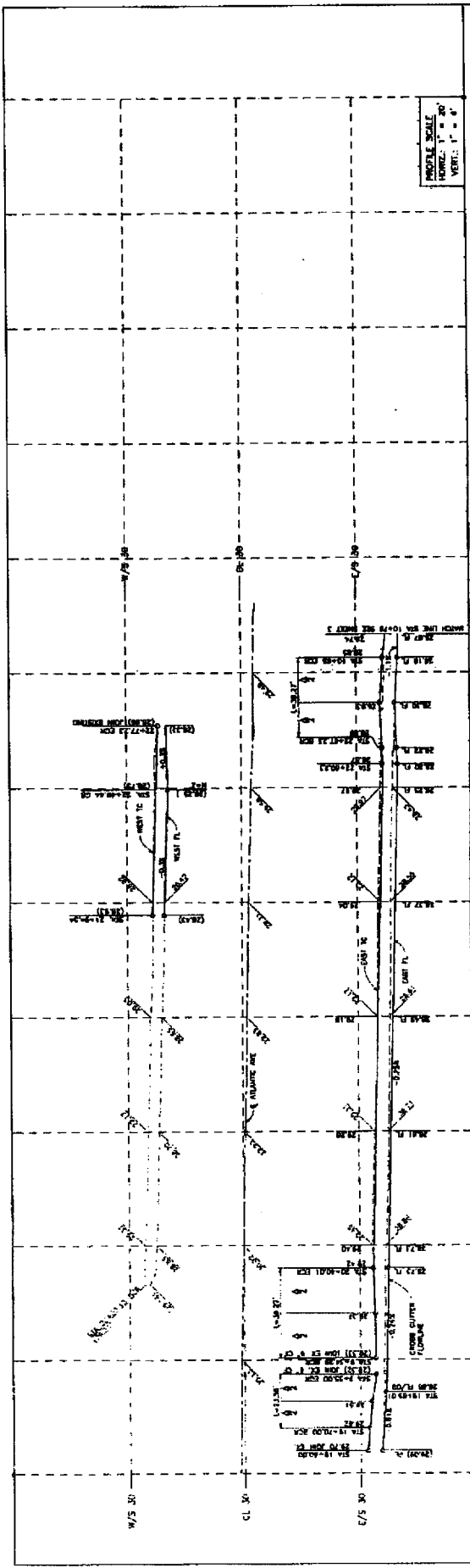


EXHIBIT "C"
PARKING LOT SCOPE OF WORK



PROJECT SCALE
 HORIZ. 1" = 40'
 VERT. 1" = 4'



SCALE: 1" = 20'

DATE	NO.	BY
11/10/33	2	J. L. [unclear]
11/10/33	9	[unclear]

ROAD PLAN & PROFILE
 ATLANTIC AVENUE N/B RIGHT TURN POCKET
 FROM ESTHER STREET TO PACIFIC COAST HIGHWAY

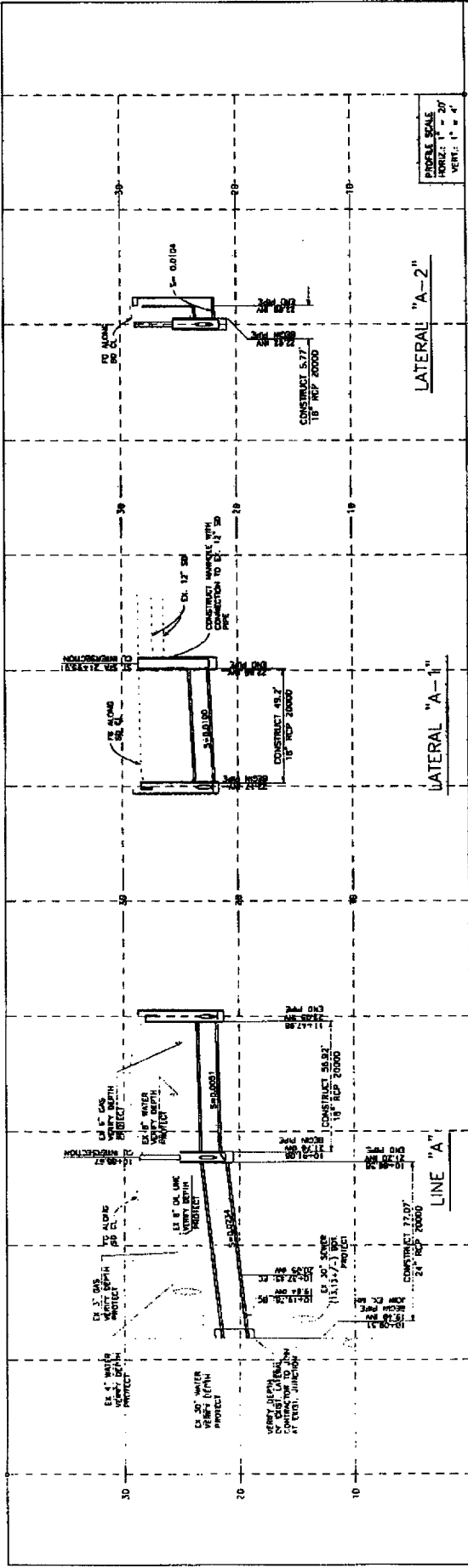
CONSTRUCTION LEGEND
 REMOVE EXISTING PAVEMENT SECTION AND GR. (diagonal hatching)
 COLD MILLING (cross-hatching)
 REMOVE AND REPLACE CONCRETE CURBS AND BUTTER INS. PAD. AND/OR DRIVEWAY (stippled)

NO.	DESCRIPTION	DATE
1	DESIGN	11/10/33
2	CONSTRUCTION	11/10/33
3	AS-BUILT	11/10/33

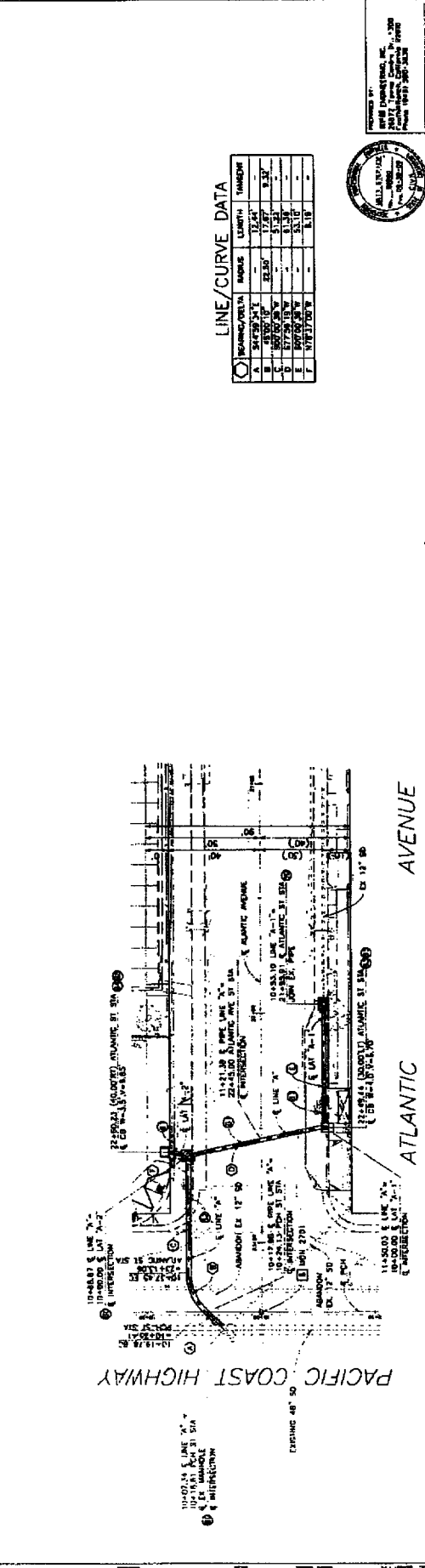
ESTHER STREET

SEE SHEET 3 FOR OTHER STREET DATA

DATE: 11/10/33



10+00 11+00 10+00 10+00



LINE/CURVE DATA

POINT	STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
A	10+00.00	172.48	172.48	172.48	90.00
B	10+17.24	172.48	172.48	172.48	90.00
C	10+34.48	172.48	172.48	172.48	90.00
D	10+51.72	172.48	172.48	172.48	90.00
E	10+68.96	172.48	172.48	172.48	90.00
F	10+86.20	172.48	172.48	172.48	90.00

STORM DRAIN PLAN & PROFILE
 ATLANTIC AVENUE N/B RIGHT TURN POCKET
 FROM ESTHER STREET TO PACIFIC COAST HIGHWAY

SCALE: 1" = 20'

GENERAL NOTE
 CONTRACTOR SHALL VERIFY ALL DEPTHS OF ALL UTILITIES BEFORE ANY WORK IS STARTED.

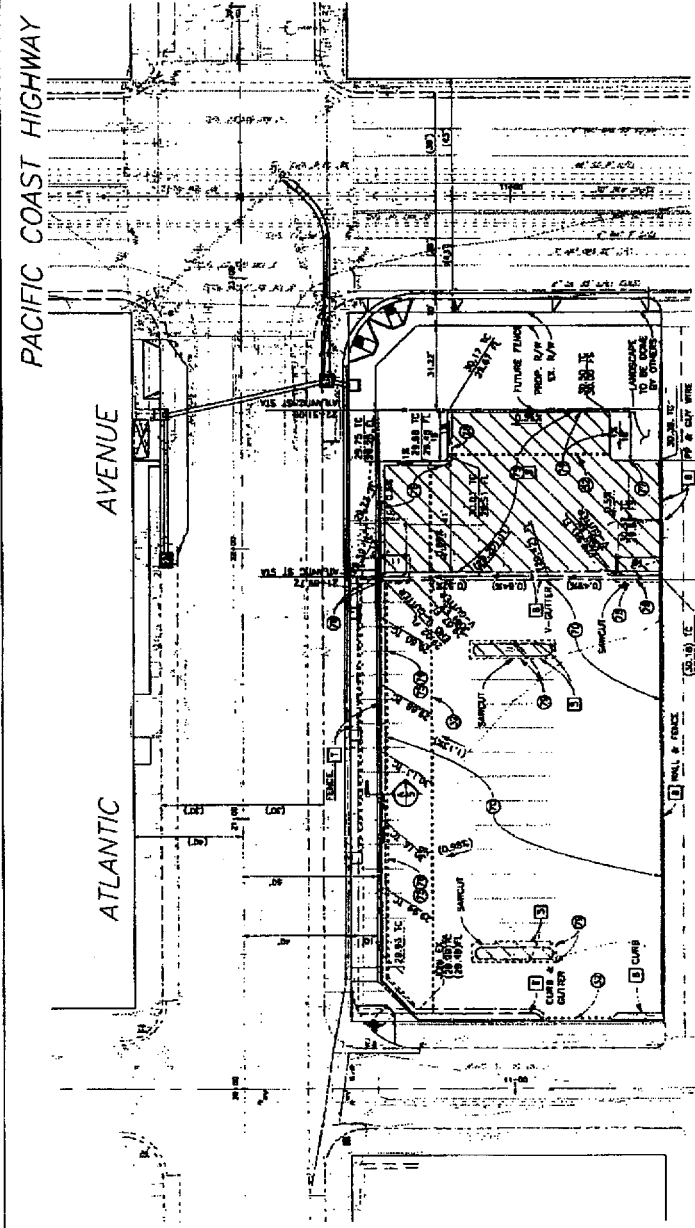
APPROVED BY: [Signature]
 DATE: 10/23/2018
 PROJECT NO: 18-0000
 SHEET NO: 4 OF 9
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

PACIFIC COAST HIGHWAY

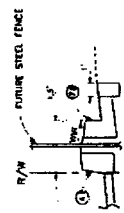
AVENUE

ATLANTIC

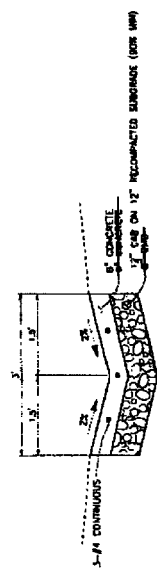
ESTHER STREET



SCALE 1" = 20'



SECTION A
NOT TO SCALE



V-GUTTER DETAIL
NOT TO SCALE



DATE	NO.	BY	CHKD.	APP'D.
11/15/88	1	J. R. [unclear]	[unclear]	[unclear]
11/15/88	2	[unclear]	[unclear]	[unclear]
11/15/88	3	[unclear]	[unclear]	[unclear]
11/15/88	4	[unclear]	[unclear]	[unclear]
11/15/88	5	[unclear]	[unclear]	[unclear]
11/15/88	6	[unclear]	[unclear]	[unclear]
11/15/88	7	[unclear]	[unclear]	[unclear]
11/15/88	8	[unclear]	[unclear]	[unclear]
11/15/88	9	[unclear]	[unclear]	[unclear]
11/15/88	10	[unclear]	[unclear]	[unclear]

CONSTRUCTION PLAN
ATLANTIC AVENUE N/B RIGHT TURN POCKET
POLY H.S. PARKING LOT

PROJECT NO.	C-5699
DATE	11/15/88
BY	J. R. [unclear]
CHKD.	[unclear]
APP'D.	[unclear]

PACIFIC COAST HIGHWAY

AVENUE

ATLANTIC

STOP

ESTHER STREET

PACIFIC COAST HIGHWAY

△ STRIPING PLAN
ATLANTIC AVENUE N/B RIGHT TURN POCKET
POLY H.S. PARKING LOT

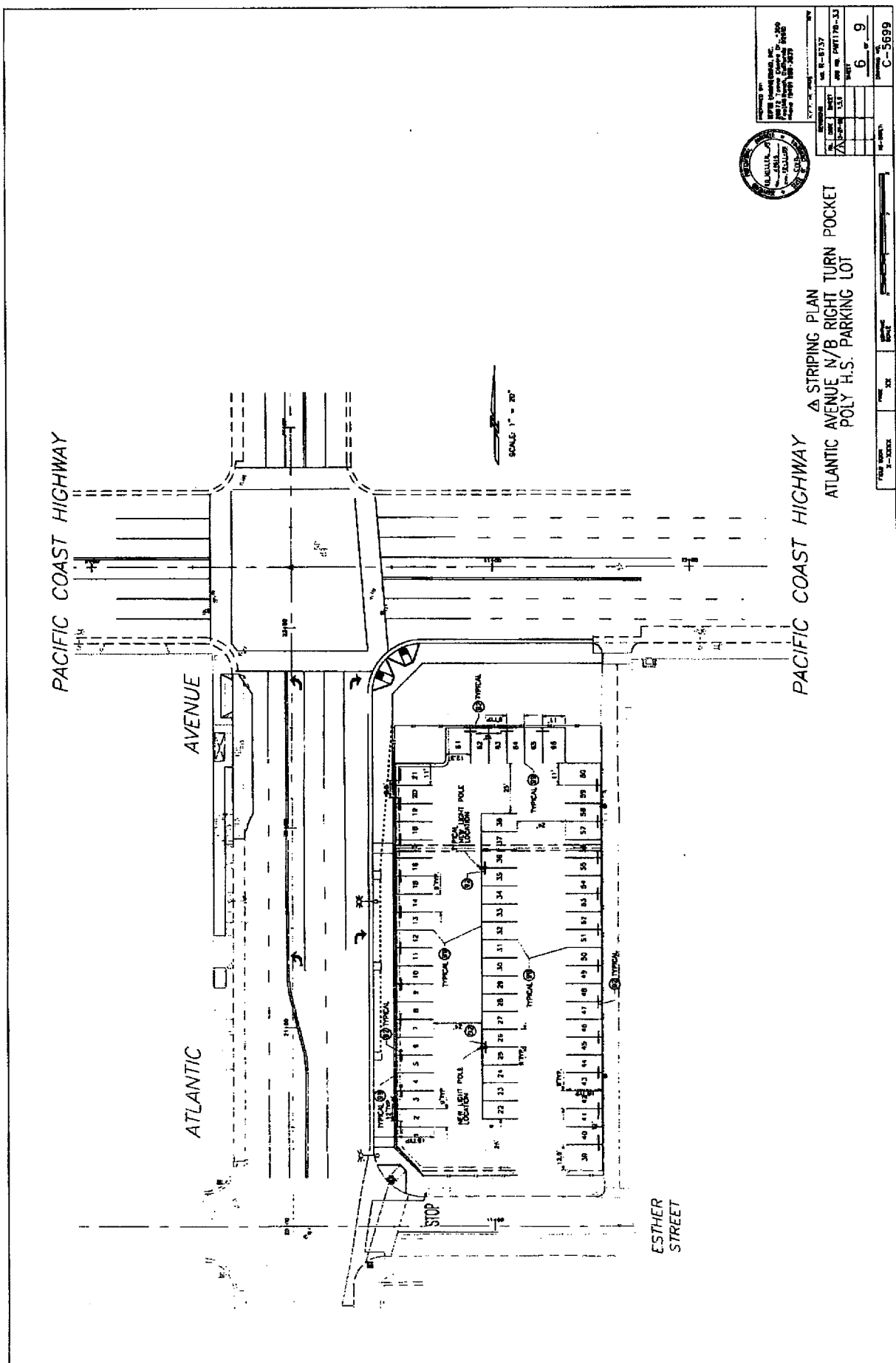
SCALE: 1" = 20'



DESIGNED BY
ENGINEERED BY
CHECKED BY
DATE

NO.	DATE	BY	REVISION
1	12/15/00	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...

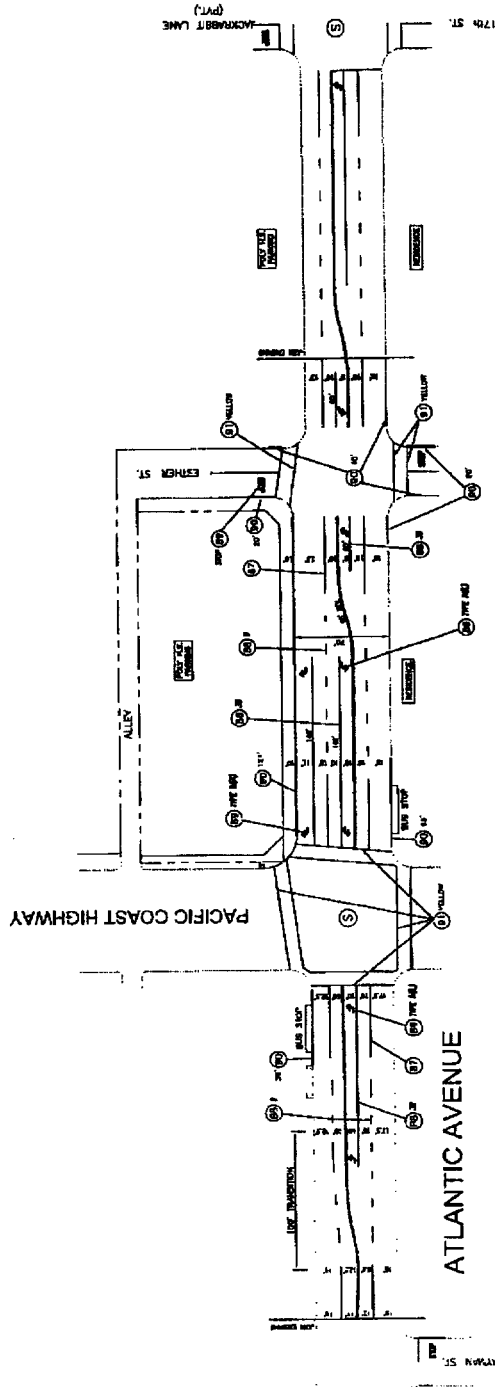
PROJECT NO. C-5699



STRIPING AND SIGNING NOTES

SEE PLAN FOR CITY OF LONG BEACH STANDARD PLANS AND DETAILS STANDARD PLAN FOR STRIPING PLAN DETAILS.

- (1) INSTALL 50' WIDE FOUR-INCH LINE WITH TYPE 6 MARKER AT EITHER END.
- (2) INSTALL STRIPING AND POLY'S PER CALTRANS STD. PLAN AREA-A&B, DETAIL AS NOTED.
- (3) INSTALL PARALLEL MARKINGS PER CALTRANS STD. PLAN AREA-A&B, TYPE AS NOTED.
- (4) PAINT RED CURB (LENGTH AS SHOWN).
- (5) INSTALL CROSSWALK OR 12" LIGHT UNIFORM AS SHOWN.



CITY OF LONG BEACH

PACIFIC COAST HIGHWAY & ATLANTIC

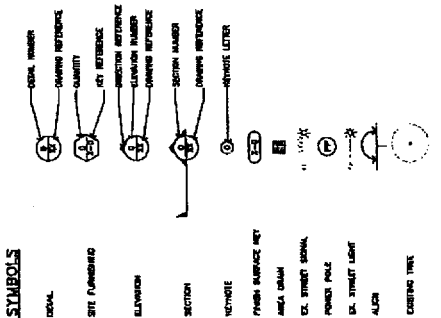
LONG BEACH, CALIFORNIA

ABBREVIATIONS

1	NUMBER
2	DATE
3	BY
4	FOR
5	BY
6	DATE
7	BY
8	FOR
9	BY
10	DATE
11	BY
12	FOR
13	BY
14	DATE
15	BY
16	FOR
17	BY
18	DATE
19	BY
20	FOR
21	BY
22	DATE
23	BY
24	FOR
25	BY
26	DATE
27	BY
28	FOR
29	BY
30	DATE
31	BY
32	FOR
33	BY
34	DATE
35	BY
36	FOR
37	BY
38	DATE
39	BY
40	FOR
41	BY
42	DATE
43	BY
44	FOR
45	BY
46	DATE
47	BY
48	FOR
49	BY
50	DATE
51	BY
52	FOR
53	BY
54	DATE
55	BY
56	FOR
57	BY
58	DATE
59	BY
60	FOR
61	BY
62	DATE
63	BY
64	FOR
65	BY
66	DATE
67	BY
68	FOR
69	BY
70	DATE
71	BY
72	FOR
73	BY
74	DATE
75	BY
76	FOR
77	BY
78	DATE
79	BY
80	FOR
81	BY
82	DATE
83	BY
84	FOR
85	BY
86	DATE
87	BY
88	FOR
89	BY
90	DATE
91	BY
92	FOR
93	BY
94	DATE
95	BY
96	FOR
97	BY
98	DATE
99	BY
100	FOR

SYMBOLS

1	ROAD NUMBER
2	CHANGING REFERENCE
3	CHANGING REFERENCE
4	CHANGING REFERENCE
5	CHANGING REFERENCE
6	CHANGING REFERENCE
7	CHANGING REFERENCE
8	CHANGING REFERENCE
9	CHANGING REFERENCE
10	CHANGING REFERENCE
11	CHANGING REFERENCE
12	CHANGING REFERENCE
13	CHANGING REFERENCE
14	CHANGING REFERENCE
15	CHANGING REFERENCE
16	CHANGING REFERENCE
17	CHANGING REFERENCE
18	CHANGING REFERENCE
19	CHANGING REFERENCE
20	CHANGING REFERENCE
21	CHANGING REFERENCE
22	CHANGING REFERENCE
23	CHANGING REFERENCE
24	CHANGING REFERENCE
25	CHANGING REFERENCE
26	CHANGING REFERENCE
27	CHANGING REFERENCE
28	CHANGING REFERENCE
29	CHANGING REFERENCE
30	CHANGING REFERENCE
31	CHANGING REFERENCE
32	CHANGING REFERENCE
33	CHANGING REFERENCE
34	CHANGING REFERENCE
35	CHANGING REFERENCE
36	CHANGING REFERENCE
37	CHANGING REFERENCE
38	CHANGING REFERENCE
39	CHANGING REFERENCE
40	CHANGING REFERENCE
41	CHANGING REFERENCE
42	CHANGING REFERENCE
43	CHANGING REFERENCE
44	CHANGING REFERENCE
45	CHANGING REFERENCE
46	CHANGING REFERENCE
47	CHANGING REFERENCE
48	CHANGING REFERENCE
49	CHANGING REFERENCE
50	CHANGING REFERENCE
51	CHANGING REFERENCE
52	CHANGING REFERENCE
53	CHANGING REFERENCE
54	CHANGING REFERENCE
55	CHANGING REFERENCE
56	CHANGING REFERENCE
57	CHANGING REFERENCE
58	CHANGING REFERENCE
59	CHANGING REFERENCE
60	CHANGING REFERENCE
61	CHANGING REFERENCE
62	CHANGING REFERENCE
63	CHANGING REFERENCE
64	CHANGING REFERENCE
65	CHANGING REFERENCE
66	CHANGING REFERENCE
67	CHANGING REFERENCE
68	CHANGING REFERENCE
69	CHANGING REFERENCE
70	CHANGING REFERENCE
71	CHANGING REFERENCE
72	CHANGING REFERENCE
73	CHANGING REFERENCE
74	CHANGING REFERENCE
75	CHANGING REFERENCE
76	CHANGING REFERENCE
77	CHANGING REFERENCE
78	CHANGING REFERENCE
79	CHANGING REFERENCE
80	CHANGING REFERENCE
81	CHANGING REFERENCE
82	CHANGING REFERENCE
83	CHANGING REFERENCE
84	CHANGING REFERENCE
85	CHANGING REFERENCE
86	CHANGING REFERENCE
87	CHANGING REFERENCE
88	CHANGING REFERENCE
89	CHANGING REFERENCE
90	CHANGING REFERENCE
91	CHANGING REFERENCE
92	CHANGING REFERENCE
93	CHANGING REFERENCE
94	CHANGING REFERENCE
95	CHANGING REFERENCE
96	CHANGING REFERENCE
97	CHANGING REFERENCE
98	CHANGING REFERENCE
99	CHANGING REFERENCE
100	CHANGING REFERENCE



SHEET INDEX

TITLE SHEET	SHT. NO.
COVER SHEET	L-0-01
CONSTRUCTION PLAN	L-1-01
CONSTRUCTION SECTIONS & DETAILS	L-2-01
IRRIGATION PLAN, LEGEND & NOTES	L-3-01
IRRIGATION DETAILS	L-4-01
PLANTING PLAN	L-5-01
PLANTING DETAILS, LEGEND & NOTES	L-6-01

GENERAL NOTES

1. REVISIONS AND CORRECTIONS SHALL BE MADE BY A LICENSED LANDSCAPE ARCHITECT.
2. ALL LANDSCAPE WORK SHALL BE PERFORMED BY A LICENSED LANDSCAPE ARCHITECT.
3. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE CONTRACT DOCUMENTS AND THE FIELD CONDITIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ADEQUATE PROVISIONS FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
4. UNDERSTANDING AND OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROPOSED WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. STREETS, SIDEWALKS AND ADJACENT PROPERTY SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT PERIOD.
6. ALL WORK AND PORTIONS OF THE PROJECT SHALL COMPLY WITH ALL APPLICABLE CODES.
7. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS DAMAGED OR DESTROYED BY THE PROJECT WORK.
8. ALL PARTS OF THE PROJECT SHALL BE COMPLETED AND OPEN TO COMMERCIAL TRAFFIC.

MELENDRIZ

LANDSCAPE ARCHITECT

10000 S. GARDEN ST., SUITE 100
LOS ANGELES, CALIFORNIA 90047
TEL: (213) 440-1111

LANDSCAPE PLANS

PACIFIC COAST HIGHWAY AND ATLANTIC AVENUE

SHEET NO. 10 OF 16

DATE: 10-16-10

SCALE: AS SHOWN

PROJECT NO. 10000

SHEET NO. 10 OF 16

DATE: 10-16-10

SCALE: AS SHOWN

PROJECT NO. 10000

NO.	DATE	DESCRIPTION
1	11/14/10	PRELIMINARY
2	11/14/10	REVISED TO SHOW CHANGES
3	11/14/10	REVISED TO SHOW CHANGES
4	11/14/10	REVISED TO SHOW CHANGES
5	11/14/10	REVISED TO SHOW CHANGES
6	11/14/10	REVISED TO SHOW CHANGES
7	11/14/10	REVISED TO SHOW CHANGES
8	11/14/10	REVISED TO SHOW CHANGES
9	11/14/10	REVISED TO SHOW CHANGES
10	11/14/10	REVISED TO SHOW CHANGES

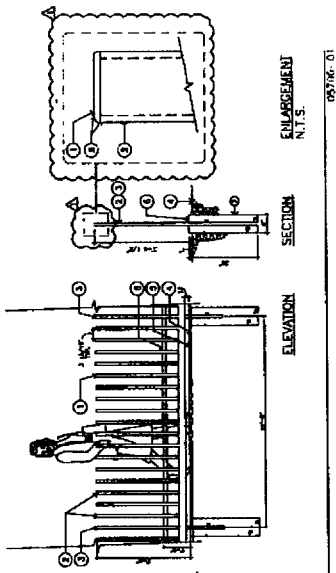


PACIFIC COAST HIGHWAY
AND ATLANTIC AVENUE
CONSTRUCTION SECTIONS AND DETAILS

DATE: 11/14/10
SHEET: 12 OF 16
JOB NO. 308.013

MELENDREZ
Professional Engineer
License No. 10000
State of California
1215-15-00
1700 South Main Street
Los Angeles, California 90015
Phone: (213) 223-1010

DATE: 11/14/10
SHEET: 12 OF 16
JOB NO. 308.013



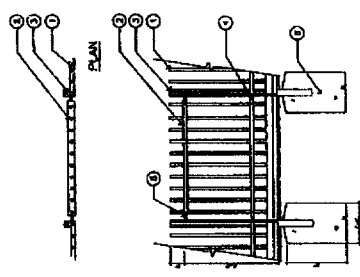
ENLARGEMENT
N.T.S.

SECTION

ELEVATION

- LEGEND:
1. TOP RAIL
 2. VERTICAL BARS
 3. BOTTOM RAIL
 4. CONCRETE FOOTING
 5. WOOD POST
 6. METAL POST
- NOTE:
A. PROVIDE 3/4" DIA. ANCHORS FOR RENEW AND APPROVAL.
B. WELD ALL STEEL JOINTS FOR RENEW AND APPROVAL.

2 METAL FENCE
1/2" x 1/2" - 0

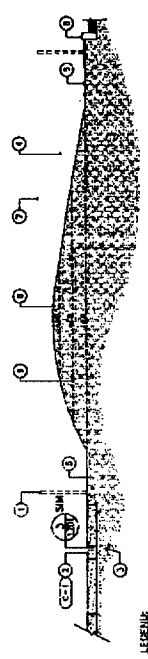


PLAN

ELEVATION

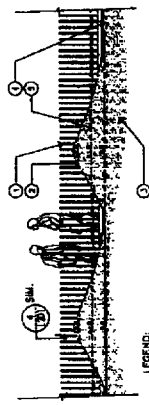
- LEGEND:
1. TOP RAIL
 2. VERTICAL BARS
 3. BOTTOM RAIL
 4. CONCRETE FOOTING
 5. WOOD POST
 6. METAL POST
- NOTE:
A. PROVIDE 3/4" DIA. ANCHORS FOR RENEW AND APPROVAL.
B. WELD ALL STEEL JOINTS FOR RENEW AND APPROVAL.

1 METAL GATE
1/2" x 1/2" - 0



SECTION THROUGH MOUND

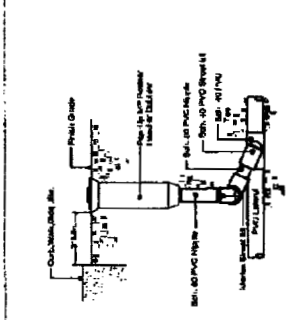
3 SECTION THROUGH MOUND
1/4" x 1/4" - 0



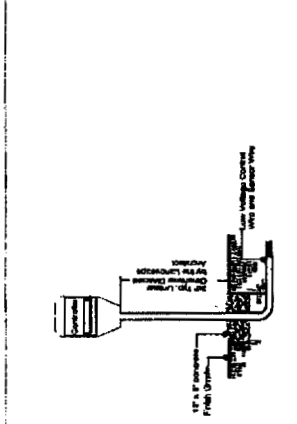
MOUND SECTION

4 MOUND SECTION
1/4" x 1/4" - 0

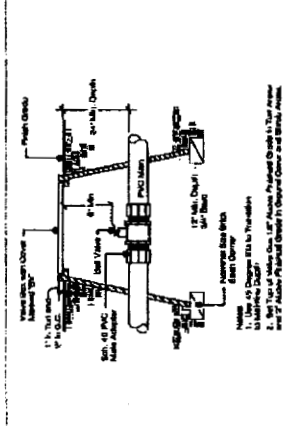
NO.	DESCRIPTION	DATE	BY	CHKD.
1	RED. PRESS. BACKFLOW DEVICE			
2	MASTER CONTROL VALVE			
3	REMOTE CONTROL VALVE			
4	ISOLATION VALVE			
5	QUICK COUPLER VALVE			
6	FLOW SENSOR			
7	CONTROLLER			
8	TRENCHING			
9	SLEEVING			
10	POP-UP MP ROTATOR HEAD			
11	MP ROTATOR ON RISER			
12	TREE BUBBLER			



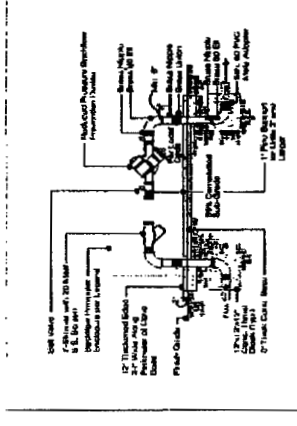
1 RED. PRESS. BACKFLOW DEVICE
NO SCALE



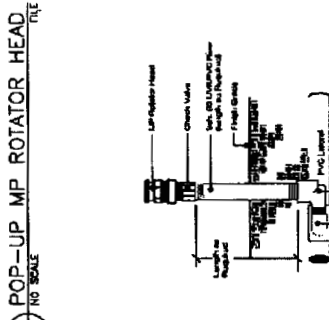
2 MASTER CONTROL VALVE
NO SCALE



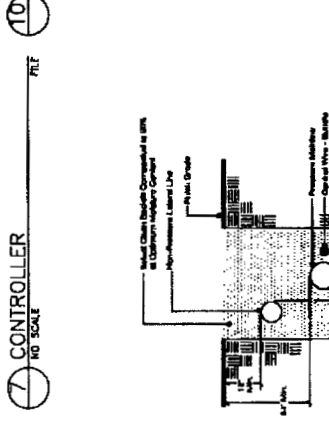
3 REMOTE CONTROL VALVE
NO SCALE



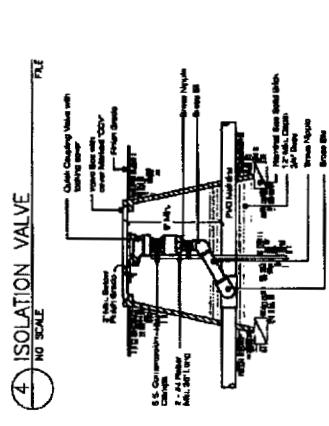
4 ISOLATION VALVE
NO SCALE



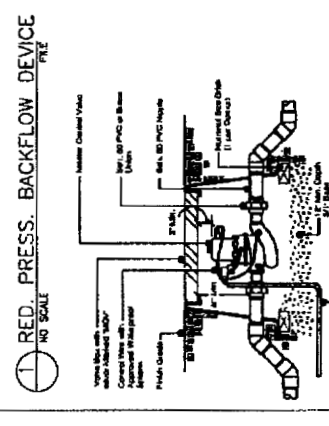
5 QUICK COUPLER VALVE
NO SCALE



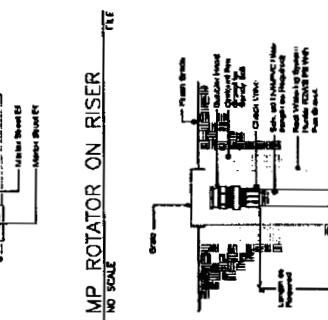
6 FLOW SENSOR
NO SCALE



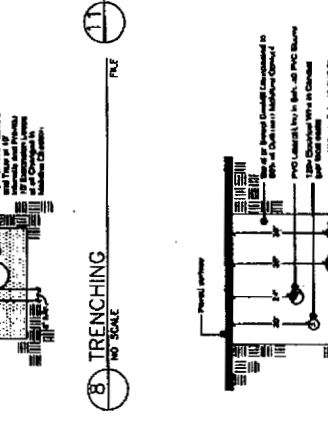
7 CONTROLLER
NO SCALE



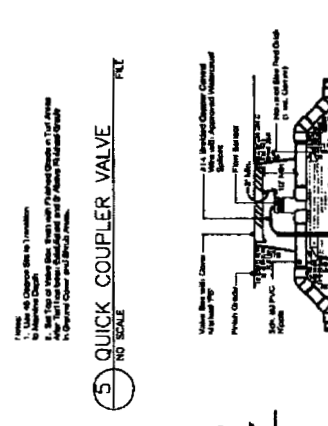
8 TRENCHING
NO SCALE



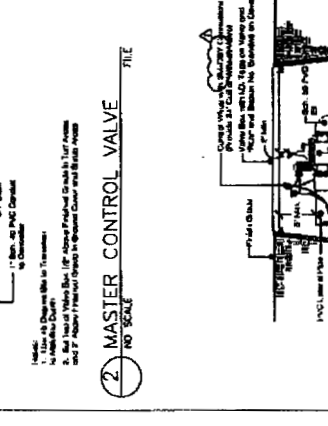
9 SLEEVING
NO SCALE



10 POP-UP MP ROTATOR HEAD
NO SCALE



11 MP ROTATOR ON RISER
NO SCALE



12 TREE BUBBLER
NO SCALE

MELENDRIZ
 17700 Pacific Coast Highway, Torrance, California 90504
 (310) 552-4444
 File No. 14-15
 Date: 8/17/09
 Ref. No. 14-15-14
 Scale: 1/4" = 1'-0"

