

**COST SHARING AND REIMBURSEMENT AGREEMENT**

THIS COST SHARING AND REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2015 (the "Effective Date"), by and between PPF AMLI 245 WEST BROADWAY, LLC, a Delaware limited liability company ("Owner"), and the CITY OF LONG BEACH, a municipal corporation (the "City").

**Recitals**

A. Owner is the owner of that certain real property consisting of unimproved land located in the City of Long Beach, County of Los Angeles, State of California, more particularly described in Exhibit A hereto (the "Property").

B. A storm drain owned by Los Angeles County (the "County") runs beneath the Property and certain real property owned by the City adjacent to the Property in the City of Long Beach, County of Los Angeles, State of California, more particularly described in Exhibit B hereto ("City Property").

C. As part of Owner's development of the Property, Owner and City desire to relocate the storm drain from underneath the Property and the City Property into the City right-of-way (the "Relocation Project"), as more particularly described on Exhibit C attached hereto and incorporated herein by this reference.

D. The Relocation Project work is estimated to commence on or around November 2015.

E. The parties desire that Owner, as owner of the Property, undertake and complete the Relocation Project.

F. Owner and the City wish to share certain costs, and provide for certain reimbursement rights for Owner, with respect to the Relocation Project, on the terms and conditions set forth in this Agreement.

**Agreement**

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the parties agree as follows:

**1. RELOCATION PROJECT WORK**

1.1 Performance of Relocation Project Work. Owner intends to undertake the completion of the Relocation Project work, including, without limitation, designing, permitting, construction, and entering into all contracts with contractors for the work, subject to the City's reimbursement as set forth in this Agreement. Once Owner commits to undertaking the Relocation Project, Owner shall have the sole right to control, manage and complete the Relocation Project, including, the approval of any change orders (subject to Section 1.2 below), the application of any funds received from the City, and the hiring and firing of vendors and contractors, all subject to the rights of the City as set forth in this Agreement. All Relocation Project work shall be completed

in accordance with the specifications set forth in Exhibit D attached hereto and incorporated herein, which have been approved by the City and County ("Specifications"); provided, however, that the removal of the existing storm drain pipe from the Property and the City Property is not part of the Relocation Project even though such removal may be indicated in the Specifications. Nothing herein, shall obligate Owner to undertake any work or obligation except as provided in this Agreement.

1.2 Change Orders. In the event of any modification to (a) the Specifications, (b) the Bid, or (c) the Construction Contract (as defined below) in excess of \$30,000 (a "Change Order"), Owner shall seek the approval of the City for such Change Order, which approval shall not be unreasonably withheld or delayed. If the City fails to approve a Change Order within two (2) business days of its receipt of a request for such approval, the City shall be deemed to have approved the Change Order. Owner shall not be required to obtain the City's approval to a Change Order in the event that an Emergency Condition arises in connection with the Relocation Project. "Emergency Condition" means a condition that threatens or endangers life, property, or public safety, or an act of government, such as a declaration that requires the stoppage of construction.

1.3 Bids. Owner shall solicit bids for the Relocation Project work and timely submit to the City all bids it has received, including Owner's recommendation for the lowest qualified bid received (the "Bid"). Solely to the extent the City reasonably determines that the costs and estimates set forth on the Bid are unreasonable based on the then current market rate for comparable work in the City of Long Beach, the City shall have ten (10) business days from the date of its receipt of the Bid to notify Owner of its objections to the Bid, if any. If no such objection notice is received by Owner within such time period, the City shall be deemed to have approved such Bid, all of the cost estimates set forth therein, and Owner's engagement of the contractor of such Bid ("Contractor") for the Relocation Project pursuant to a construction contract (the "Construction Contract"), containing terms and conditions reasonably approved by Owner. Owner shall provide the City with a copy of the Construction Contract once it has been executed by the parties. If the City timely notifies Owner of its objections to the Bid in accordance with the foregoing, then within fifteen (15) business days thereafter, the parties shall meet and confer in good faith to discuss the Bid and either mutually agree upon the Bid or to consider another bid, in which case the parties shall comply with the same submission and approval process set forth above in this Section 1.3.

1.4 Time of Completion. Owner shall commence the Relocation Project work on or before April 16, 2016 and shall use commercially reasonable efforts to complete all work by August 30, 2016, subject to any "Unavoidable Delay", which includes, but is not limited to, actions or failures to act by the City, the County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, strikes, acts of God, fire, earthquake, floods, explosion, actions of the elements, other accidents or casualty, declared or undeclared war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, lockouts, tenant delays, actions of labor unions, condemnation, court orders, laws, rules, regulations or orders of governmental authorities, or other cause beyond the reasonable control of Owner (other than a delay in permitting in its ordinary course). Time is of the essence hereunder. The City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. Accordingly, Owner shall pay to the City, as liquidated damages, the amount of Three Hundred

Thirty-Three Dollars Thirty-Three Cents (\$333.33) per calendar day that Owner exceeds the specified time of completion, subject to any Unavoidable Delay.

1.5 Reimbursement by the City. The City shall reimburse Owner for the City's pro rata share of the costs incurred by Owner in connection with the Relocation Project, including, without limitation, design fees, permitting costs and administration costs (collectively, the "Costs"), as and when due pursuant to the terms and conditions set forth in Article 2 below.

1.6 Prevailing Wages. Owner shall cause all work performed in connection with construction of the Relocation Project work to be performed in compliance with all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code. Owner shall indemnify, defend and hold the City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") harmless from any and all claims, causes of action or liabilities that may be asserted against or incurred by Indemnified Parties with respect to or in any way arising from the Relocation Project work's compliance with or failure to comply with applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

1.7 Indemnification. Owner shall indemnify, hold harmless, and protect Indemnified Parties from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising from Owner's breach of this Agreement or the Relocation Project work performed by Owner, or any of its officers, agents, employees, subcontractors of any tier, material suppliers, or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnified Party.

## 2. REIMBURSEMENTS AND GENERAL TERMS

2.1 Reimbursement of Owner. The City shall reimburse Owner for the Costs, in accordance with the following terms and conditions:

2.1.1 Pro Rata Share. All reimbursements required to be made to Owner from the City shall be based on the City's pro rata share of the Costs, which is as follows:

- (a) City: 45%
- (b) Owner: 55%

2.1.2 Notification of Amounts. No later than fifteen (15) business days after Completion of the Relocation Project, Owner agrees to notify the City in writing the Costs incurred for completing the Relocation Project work. Payment requests made by Owner shall be accompanied by copies of evidence of payment and reconciled against the project budget. Any use of the contingency shall be identified against the line item to which it has been applied.

2.1.3 Reimbursement Payment. Upon Completion of the Relocation Project, Owner shall, in addition to the submission of materials described in Section 2.1.2 above, submit to the City copies of final lien waivers from all contractors, subcontractors and suppliers to be paid by Owner with respect to the Relocation Project. Within thirty (30) days after receipt of such materials and lien waivers, the City shall pay Owner the City's proportionate share of the amount of such invoices. Owner shall certify on the payment request that Completion of the Relocation Project has occurred in full conformance with this Agreement and Owner is entitled to receive payment. "Completion" shall mean that the City and the County of Los Angeles have inspected the Relocation Project and Owner has provided certificates from the applicable Design Professionals stating that, to the best of such Design Professional's knowledge, (1) the Relocation Project (A) has been substantially completed in accordance with the Specifications, (B) is structurally sound (the certification as to structural soundness to be made by the structural engineer only), and (C) is available for use by the City and Owner, and (2) the Relocation Project, as so completed, complies with all applicable laws. "Design Professional" shall mean, collectively, the Owner's civil engineer and other design professionals relating to the Relocation Project.

## 2.2 Specifications & Budget/Records.

2.2.1 Specifications & Budget. As of the date of this Agreement, the Specifications have been completed and are approved by both the County of Los Angeles and the City. The permit required by the County for the Relocation Project needs to be re-issued, having previously expired. The permit required by the City can be re-issued by Owner, subject to the payment of the appropriate fees, which shall be paid and included as part of the budget for the Relocation Project.

2.2.2 The project budget may contain a contingency line item of up to ten percent (10%) of total costs. Solely to the extent the City reasonably determines that the construction plans and the project budget are materially inconsistent with the Bid or the Specifications, the City shall have the right, within ten (10) business days following the City's receipt thereof, to notify Owner of its objections to the construction plans and the project budget. In the event the City does not timely submit to Owner written comments on the construction plans and budget within such ten (10) business days, the construction plans and project budget shall be deemed approved by the City. In the event the City timely objects to the construction plans and project budget in accordance with the foregoing provisions of this Section 2.2.2 with specificity in writing, the parties shall meet and confer in good faith within fifteen (15) business days of the date of Owner's receipt of the City's written objections to attempt to resolve the objections. If the parties cannot in good faith resolve the issues after meeting and conferring within such fifteen (15) day period, then either party may elect the dispute to be resolved pursuant to the alternative dispute resolution method described in Section 2.4 below. In the event any governmental agency requests revisions to the construction plans after approval or deemed approval thereof by the City or Owner proposes to make any material changes to the construction plans or the project budget, Owner shall re-submit such revisions to the City for the City's approval in accordance with the mechanism set forth above in this Section 2.2.2. Notwithstanding any contrary provision of this Agreement, any increases in the project budget resulting from requirements imposed by any governmental agency and/or unforeseen conditions only relative to the City Property, including, without limitation, strikes, casualties, governmental restrictions or priority, and other causes beyond the reasonable control of Owner shall be a part of the Costs subject to reimbursement by the City.

2.2.3 The City's reimbursement obligation shall be initially limited to \$1,700,000; provided, however, that the City shall seek additional funding from the City Council immediately upon notice from Owner that the City's share of costs is reasonably likely to exceed \$1,700,000. City Staff shall take all reasonable steps to forward a request for additional funding to the City Council and shall recommend the approval of such funding. The City Council shall take all necessary and legal actions to approve increased funding for the City's share of additional costs. Owner has the right to stop work in the event Owner notifies City of the likely increase in costs and City takes no action in response thereto and any stoppage of work shall not constitute a default on the part of Owner .

2.3 City's Inspection Rights; Acceptance of the Relocation Project. The City shall have the right, upon reasonable advance notice, to inspect the Relocation Project to ensure that such work is proceeding in compliance with the construction plans approved (or deemed approved) by the City. Owner shall have the right to be present at each such inspection. Upon Completion, the City shall accept the Relocation Project.

2.4 Dispute Resolution. If any dispute or difference of any kind (a "Dispute") arises between the City and Owner in connection with, or arising out of, this Agreement, the City and Owner within the time set forth in the applicable provision attempt to settle such Dispute in the first instance through discussions. The designated representatives of the City and Owner will promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the parties are unable to resolve the Dispute within the applicable period of time, either party may elect to refer the Dispute to non-binding mediation, to be conducted by a mutually acceptable mediator in Los Angeles, California within 30 days after the referral, with each party equally sharing the costs and expenses of the mediator.

### 3. TERM

The term of this Agreement shall commence on the Effective Date and expire upon the Completion of the Relocation Project and the City's payment of all amounts required to be reimbursed by the City under this Agreement with respect to the Relocation Project (the "Term").

### 4. DEFAULTS AND REMEDIES

4.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing party (the "Defaulting Party"):

4.1.1 The failure to make any payment required to be made hereunder within ten (10) business days after the due date; provided, however, Owner shall have provided the City a second written notice after such due date referencing this Section of the Agreement and the City shall have failed to make any such payment within three (3) business days after such second notice.

4.1.2 The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in Section 5.1.1 above, within thirty (30) business days after the issuance of a written notice by another party (the "Non-Defaulting Party") specifying the nature of the default claimed.

## 4.2 Remedies.

4.2.1 Remedies in General. Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

## 5. COOPERATION

The City agrees to reasonably cooperate with Owner in connection with Owner Construction of the Relocation Project. Without limiting the generality of the foregoing, the City, in its role as the owner of the City Property, agrees not to oppose, raise objections to or otherwise attempt to restrict, hinder or delay Owner's Completion of the Relocation Project, as long as such work is consistent with the Specifications. If, in addition to the easement granted pursuant to that certain Temporary Easement Agreement between Owner and City, executed as of the date hereof (the "Temporary Easement Agreement"), any temporary or permanent easements or licenses on, under, over or otherwise with respect to any real property owned by the City for access, grading, utilities, overhangs, encroachments, or facilities are identified during the performance of the Relocation Project that are reasonably necessary for the Relocation Project, and that do not materially interfere with the City's improvements or future development and/or the use of the City Property, the City agrees to cooperate in good faith promptly upon request to prepare and execute all such easements and licenses in order to complete the Relocation Project in accordance with the Specifications. All such easements shall be granted without compensation and contain commercially reasonable provisions concerning construction, maintenance and repair.

## 6. COVENANT AGAINST ASSIGNMENT

Neither the City nor Owner shall assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of the other party; except that Owner may assign this Agreement to any affiliate or subsidiary of AMLI Residential Partners, LLC. In the event that the City assigns its rights under this Agreement to a third-party buyer of the City Property, Owner shall not unreasonably withhold its consent to such assignment, but in the event of any approved assignment City shall remain liable to Owner for the reimbursement obligations set forth in Section 2.1.3 of this Agreement and the right to record the Quitclaim Deed (as defined below) set forth in Section 8 of this Agreement. Any other attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation.

## 7. ESTOPPEL CERTIFICATE

7.1 Agreement to Provide. Each party agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of the other party but only in connection with a sale or financing of the Property or a direct or indirect equity investment in a party, it will issue within fifteen (15) business days after receipt of such request to such party,

or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

7.1.1 Whether it knows of any default under this Agreement by the requesting party, and if there are known defaults, specifying the nature thereof in reasonable detail.

7.1.2 Whether this Agreement has been assigned, modified or amended in any way by it, and, if so, then stating the nature thereof in reasonable detail.

7.1.3 Whether this Agreement is in full force and effect.

7.1.4 Whether any amounts are owed (whether due or not) from the requesting party to the party giving such estoppels certificate.

7.2 **Binding Effect.** Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer under this Agreement or to challenge acts committed by other party for which approval was required but not sought or obtained.

## **8. QUITCLAIM DEED**

The City desires the release of the Temporary Easement Agreement promptly upon the expiration of the Term. Accordingly, Owner, within five (5) business days of the recordation of the Temporary Easement Agreement, shall execute and deliver that certain Quitclaim Deed in the form attached hereto as Exhibit E (the "Quitclaim Deed"), subject only to the inclusion of the recording information for the Temporary Easement Agreement. City shall hold the Quitclaim Deed until the expiration of the Term, upon which date City is authorized to record the Quitclaim Deed in the Official Records of the County Los Angeles in order to release the Temporary Easement Agreement. If City records the Quitclaim Deed prior to the expiration of the Term, the City acknowledges and agrees that Owner shall suffer irreparable harm and damages (whether actual, consequential or exemplary) if Owner loses access to the City Property and is unable to complete the Relocation Project. City and Owner agree that money damages alone would not be an adequate remedy for breach of this Section 8. Accordingly, in addition to any other remedies Owner may have under the laws of the State of California, Owner shall be entitled to specific performance, injunctive and/or other equitable relief as a remedy or remedies for any breach of the confidentiality and other obligations of this Agreement.

## **9. NEGATION OF PARTNERSHIP/JOINT VENTURE**

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered

a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

10. **MISCELLANEOUS**

10.1 **Notices.**

10.1.1 All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (b) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (c) upon the receipt by facsimile transmission as evidenced by a receipt transmission report (followed by delivery by one of the other means identified in (a)-(b)), or (d) on the date and time shown on the sender's e-mail caption if the sender does not receive a failed delivery notification from its email software application of network server, addressed as follows:

**OWNER:**

PPF AMLI 245 WEST BROADWAY, LLC  
1945 Vaughn Road  
Kennesaw, GA 30144  
Attn: Mr. Philip N. Tague  
Facsimile: (770) 281-3310  
Email: ptague@amli.com

and

PPF AMLI 245 WEST BROADWAY, LLC  
3090 Bristol Street  
Suite 260  
Costa Mesa, CA 92626  
Attn: Mr. Jason Armison  
Facsimile: (714) 850-6574  
Email: jarmison@amli.com



With copy to:

Holland & Knight LLP  
400 South Hope Street, 8th Floor  
Los Angeles CA 90071  
Attention: Douglas A. Praw, Esq.  
Facsimile: (213) 896-2540  
Email: doug.praw@hkllaw.com

**THE CITY:**

City of Long Beach  
Public Works Department  
333 W. Ocean Blvd., #9  
Long Beach, CA 90802  
Attention: Director of Public Works  
Facsimile: (562) 570-6012  
Email: ara.maloyan@longbeach.gov

With a copy to:

City of Long Beach  
City Attorney  
333 W. Ocean Blvd., #9  
Long Beach, CA 90802  
Attention: Principal Deputy City Attorney  
Facsimile: (562) 436-1579  
Email: cityattorney@longbeach.gov

Upon at least ten (10) business days prior written notice, each party shall have the right to change its address to any other address within the United States of America.

**10.2 Construction and Interpretation.**

10.2.1 This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Agreement and the Exhibits attached hereto. This Agreement has been fully negotiated at arms-length between the signatories hereto, and after advice by counsel and other representatives chosen by such parties, and such parties are fully informed with respect thereto; no such party shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party.

10.2.2 The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for

convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

10.2.3 Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

10.2.4 This Agreement may be amended by, and only by, a written agreement signed by all of the parties.

10.2.5 This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

10.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party person or entity, nor shall any third-party person or entity be deemed to be a beneficiary of any of the provisions contained herein.

10.4 Time is of the Essence. Time is of the essence of this Agreement and each and every provision thereof.

10.5 No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

10.6 Further Actions. Each of the parties agrees to execute and deliver all further documents and to take all further actions reasonably necessary to effectuate the purposes of this Agreement; provided that such further documents or actions do not impose upon the parties any obligations, duties, liabilities or responsibilities which are not expressly provided for in this Agreement.

10.7 Discretion Retained By City. After the approval by the City Council of this Agreement, provided that there are no material changes to the Relocation Project, any additional approvals required of the City, as called for in various sections of this Agreement, shall be delegated to the Director of Public Works for the City or its designee, and shall not require any further public hearings or additional discretionary approvals from the City; provided, however,

that nothing contained in this Section 10.7 shall be construed as allowing the City to delegate its legislative authority or providing treatment to Owner that is more favorable than otherwise granted to the general public.

10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

**OWNER:**


**PPF AMLI 245 WEST BROADWAY, LLC,**  
a Delaware limited liability company

By: PPF AMLI DEVCO, LLC,  
a Delaware limited liability company  
Its: sole member

By: PPF AMLI Development, LLC,  
a Delaware limited liability company,  
Its: manager

By: AMLI Residential Properties, L.P.,  
a Delaware limited partnership,  
Its: manager

By: AMLI Residential Partners LLC,  
a Delaware limited liability company,  
Its: general partner

By:   
Name: Jason Armison  
Title: Authorized Person

**THE CITY:**

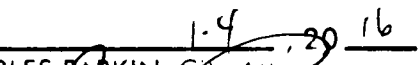

**CITY OF LONG BEACH,**  
a municipal corporation

By:   
Its: City Manager  
Name: Patrick H. West

**APPROVED AS TO FORM:**

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

**APPROVED AS TO FORM**

 1-4-2016  
CHARLES PARKIN, City Attorney  
By:   
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

LOT 1 OF LONG BEACH DEPOT TRACT, IN THE CITY LONG BEACH, AS PER MAP RECORDED IN BOOK 83 PAGES 91 AND 92 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE TOWNSITE OF LONG BEACH, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 87 OF SAID TOWNSITE OF LONG BEACH, THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 16 (AND ITS EASTERLY PROLONGATION) TO THE SOUTHWEST CORNER OF LOT 15 IN SAID BLOCK 87, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 15 (AND ITS EASTERLY PROLONGATION) TO THE EASTERLY LINE OF PACIFIC AVENUE WEST (60 FEET WIDE) SHOWN ON SAID MAP OF TOWNSITE OF LONG BEACH, AS PACIFIC AVENUE, ADJOINING SAID LOT 15 ON THE EAST, THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAID PACIFIC AVENUE WEST TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 1 OF LONG BEACH DEPOT TRACT, THENCE WESTERLY ALONG SAID LAST MENTIONED PROLONGATION AND ALONG SAID SOUTHERLY LINE OF LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1 (AND ITS NORTHERLY PROLONGATION) TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN TWO HUNDRED (200) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN TWO HUNDRED (200) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERAL FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN TWO HUNDRED (200) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER.

ALSO EXCEPT ALL OIL AND GAS AS RESERVED BY DWIGHT ARNOW LANE AND KAY LANE IN DEED TO CITY OF LONG BEACH RECORDED JANUARY 2, 1976 AS INSTRUMENT NO. 245; AND

ALSO EXCEPT ALL OIL AND GAS AS RESERVED BY A' DOCK DECKER, AS TRUSTEE UNDER THE WILL OF ELIZABETH B. DECKER, DECEASED, IN DEED TO CITY OF LONG BEACH RECORDED DECEMBER 1, 1975 AS INSTRUMENT NO. 30.

PARCEL 2:

LOTS 11, 12, 13, 14, 15, 16 AND PORTIONS OF LOTS 9 AND 10, IN BLOCK 87 OF THE TOWNSITE OF LONG BEACH IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, TOGETHER WITH THE ABUTTING STREET AND ALLEY, AND LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINE:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 87, 1 HENCE NORTHERLY ALONG THE WESTERLY LINE OF LOTS 16, 14, 12 AND 10 OF SAID BLOCK TO A LINE THAT IS PARALLEL WITH AND DISTANT 2 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 10, THENCE EASTERLY ALONG SAID PARALLEL LINE AND ITS EASTERLY PROLONGATION TO THE EASTERLY LINE OF PACIFIC AVENUE WEST, SAID EASTERLY LINE BEING THE WESTERLY LINE OF "LIBRARY BLOCK" AS SHOWN ON SAID MAP OF THE TOWNSITE OF LONG BEACH, THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF PACIFIC AVENUE WEST TO THE INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 16, THENCE WESTERLY ALONG SAID PROLONGATION AND SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OF PURPOSES WHATSOEVER.

ALSO EXCEPT THEREFROM, WITH RESPECT TO SAID LOTS 14 AND 16, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER, LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT, TO DRILL INTO THROUGH AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS SET OUT IN DEED

FROM DWIGHT ARNOLD LANE AND KAY LANE, RECORDED JANUARY 2, 1976 AS  
INSTRUMENT NO. 245.

APN: 7280-022-007

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE CITY PROPERTY**

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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 87 OF THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF PARK COURT (VACATED) AS SHOWN ON THE MAP OF SAID TRACT, ADJOINING LOTS 1, 3, 5, 7, AND 9 ON THE WEST AND ADJOINING LOTS 2, 4, 6, 8 AND 10 ON THE EAST, AND ALSO TOGETHER WITH THAT PORTION OF THE STREET FORMERLY KNOWN AS PACIFIC AVENUE WEST (VACATED) ADJOINING LOTS 1, 3, 5, 7 AND 9 ON THE EAST.

EXCEPTING THEREFROM ALL OF THAT LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA DATED MARCH 20, 1979 AND RECORDED OCTOBER 2, 1979 AS INSTRUMENT NO. 79-1096324 OF OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING AND RESERVING ALL OIL GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER

APN: 7280-022-914

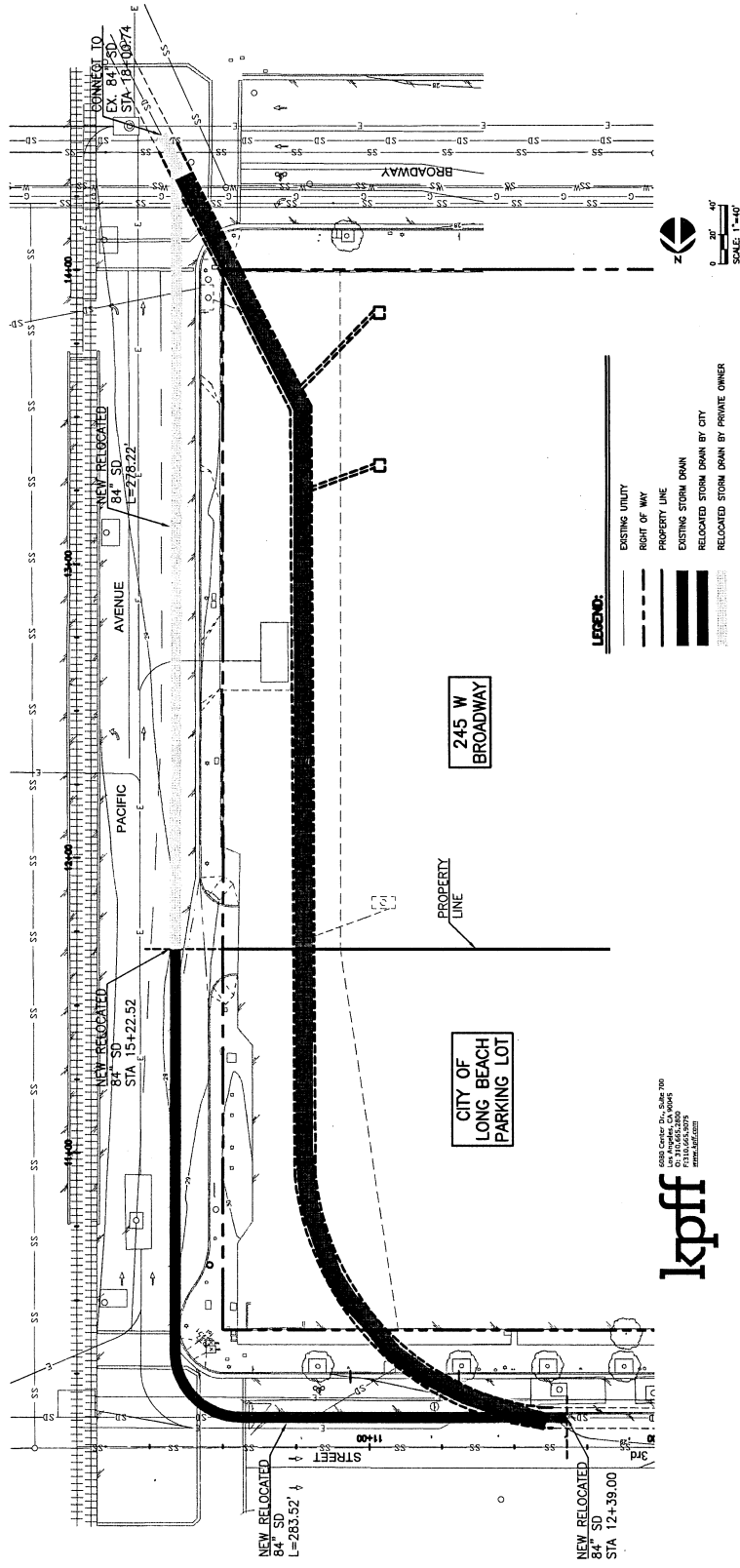
END OF LEGAL DESCRIPTION



**EXHIBIT C**  
**DESCRIPTION OF THE RELOCATION PROJECT WORK**

**[Please see attached]**

# APPROVED STORM DRAIN PLAN



**STORM DRAIN LENGTH SUMMARY**  
 CITY LOT FRONTAGE = 283.52 FT  
 AMLI LOT FRONTAGE = 278.22 FT  
**TOTAL FRONTAGE = 561.74 FT**

**EXHIBIT D**  
**SPECIFICATIONS**

**[Please see attached]**

245 W BROADWAY, LONG BEACH, CA STORM DRAIN REALIGNMENT DRAWING LOG

Sheet No.

Sheet Name

Plan Date

CITY OF LONG BEACH PLANS

Sheet No.	Sheet Name	Plan Date
1	STREET AND STORM DRAIN IMPROVEMENTS 3rd STREET, PACIFIC AVE, AND BROADWAY - TITLE SHEET	5/6/2015
2	STREET AND STORM DRAIN IMPROVEMENTS 3rd STREET, PACIFIC AVE, AND BROADWAY - GENERAL NOTES	5/6/2015
3	STREET AND STORM DRAIN IMPROVEMENTS 3rd STREET, PACIFIC AVE, AND BROADWAY - DEMOLITION PLAN	5/6/2015
4	STREET AND STORM DRAIN IMPROVEMENTS 3rd STREET, PACIFIC AVE, AND BROADWAY - STORM DRAIN PLAN	5/6/2015
5	STREET AND STORM DRAIN IMPROVEMENTS 3rd STREET, PACIFIC AVE, AND BROADWAY - STORM DRAIN LATERAL PROFILES & TYPICAL STREET SECTION	5/6/2015
6	TRAFFIC SIGNAL MODIFICATION PHASE 1 PACIFIC AVENUE AND 3RD STREET	5/6/2015
7	TRAFFIC SIGNAL MODIFICATION PHASE 1 PACIFIC AVENUE AND 3RD STREET	5/6/2015
8	TRAFFIC SIGNAL MODIFICATION PHASE 1A PACIFIC AVENUE AND 3RD STREET	5/6/2015
9	TRAFFIC SIGNAL MODIFICATION PHASE 1A PACIFIC AVENUE AND 3RD STREET	5/6/2015
10	TRAFFIC SIGNAL MODIFICATION PHASE 2 BROADWAY AND PACIFIC AVE	5/6/2015
11	TRAFFIC SIGNAL MODIFICATION PHASE 2 PACIFIC AVENUE AND 3RD STREET	5/6/2015
12	TRAFFIC SIGNAL MODIFICATION PHASE 2 PACIFIC AVENUE AND 3RD STREET AND OCEAN AVENUE	5/6/2015
13	TRAFFIC SIGNAL MODIFICATION PHASE 2A BROADWAY AND PACIFIC AVE	5/6/2015
14	TRAFFIC SIGNAL RESTORATION PACIFIC AVENUE AND 3RD STREET	5/6/2015
15	TRAFFIC SIGNAL RESTORATION PACIFIC AVENUE AND 3RD STREET	5/6/2015
16	TRAFFIC SIGNAL RESTORATION PACIFIC AVENUE AND BROADWAY	5/6/2015
17	TEMPORARY SIGNING AND STRIPING PHASE: 1 PACIFIC AVENUE AND 3RD STREET	5/6/2015
18	TEMPORARY SIGNING AND STRIPING PHASE: 1A PACIFIC AVENUE AND 3RD STREET	5/6/2015
19	TEMPORARY SIGNING AND STRIPING PHASE: 2 PACIFIC AVENUE AND 3RD STREET	5/6/2015
20	TEMPORARY SIGNING AND STRIPING PHASE: 2A PACIFIC AVENUE AND 3RD STREET	5/6/2015
21	SIGNING AND STRIPING RESTORATION PACIFIC AVENUE AND 3RD STREET	5/6/2015

SHORING PLANS

1	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 1	7/30/2014
2	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 1	7/30/2014
1	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 2	11/22/2014
2	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 2	11/22/2014
3	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 2	11/22/2014
4	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 2	11/22/2014
1	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 3	11/23/2014
2	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 3	11/23/2014
3	PROJECT 132 LINE C SEASIDE STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 TEMPORARY EXCAVATION SYSTEM CASE 3	11/23/2014

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PLANS

1	PROJECT 132 LINE C SEASIDE STORM DRAIN AND INTERCEPTOR STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 - TITLE SHEET	5/27/2014
2	PROJECT 132 LINE C SEASIDE STORM DRAIN AND INTERCEPTOR STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 - PLAN PROFILE OF PROPOSED SD REALIGNMENT - THIRD ST.	5/27/2014
3	PROJECT 132 LINE C SEASIDE STORM DRAIN AND INTERCEPTOR STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 - PLAN PROFILE OF PROPOSED SD REALIGNMENT - PACIFIC AVE.	5/27/2014
4	PROJECT 132 LINE C SEASIDE STORM DRAIN AND INTERCEPTOR STORM DRAIN REALIGNMENT STATION 12+44.96 TO 17+88.14 - DETAILS	5/27/2014

**EXHIBIT E**  
**FORM OF QUITCLAIM DEED**

RECORDATION REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Long Beach  
333 W. Ocean Blvd., 3rd Floor  
Long Beach, CA 90802  
Attn: Mary Torres

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Free Recording Requested Under Government Code  
Section 6103, Document Necessary Due to City Interest

**QUITCLAIM DEED**

For valuable consideration, receipt of which is hereby acknowledged, **PPF AMLI 245 WEST BROADWAY, LLC**, a Delaware limited liability company (“Grantor”), hereby quitclaims and releases to [OWNERSHIP ENTITY OF RECORD] (“Grantee”), all of its rights and interests, without any warranty or representation, in and to that certain real property in the City of Long Beach, County of Los Angeles, State of California, as described on the attached Exhibit “A”, incorporated by reference, including without limitation rights granted by that certain Temporary Easement Agreement dated as of December 1, 2015 and recorded in the Official Records of Los Angeles County as Instrument No. 2016\_\_\_\_\_.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Dated: December \_\_, 2015

PPF AMLI 245 WEST BROADWAY, LLC, a Delaware limited liability company

By: PPF AMLI DEVCO, LLC,  
a Delaware limited liability company  
Its: sole member

By: PPF AMLI Development, LLC,  
a Delaware limited liability company,  
Its: manager

By: AMLI Residential Properties, L.P.,  
a Delaware limited partnership,  
Its: manager

By: AMLI Residential Partners LLC,  
a Delaware limited liability  
company,  
Its: general partner

By: \_\_\_\_\_  
Name: Jason Armison  
Title: Authorized Person

EXHIBIT "A"

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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 87 OF THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF PARK COURT (VACATED) AS SHOWN ON THE MAP OF SAID TRACT, ADJOINING LOTS 1, 3, 5, 7, AND 9 ON THE WEST AND ADJOINING LOTS 2, 4, 6, 8 AND 10 ON THE EAST, AND ALSO TOGETHER WITH THAT PORTION OF THE STREET FORMERLY KNOWN AS PACIFIC AVENUE WEST (VACATED) ADJOINING LOTS 1, 3, 5, 7 AND 9 ON THE EAST.

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APN 7280-022-914