

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone (213) 590-6061

**ALAMITOS BAY BOUNDARY SETTLEMENT
AND EXCHANGE AGREEMENT NO. 10**

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone (213) 590-6061

ALAMITOS BAY BOUNDARY SETTLEMENT
AND EXCHANGE AGREEMENT NO. 10

THIS BOUNDARY AND EXCHANGE AGREEMENT is made and entered into by and between the State of California, acting by and through the STATE LANDS COMMISSION (hereinafter referred to as "the State"), the CITY OF LONG BEACH (hereinafter referred to as "the City"), and WILLIAM C. REBHAWN a.k.a. William C. Baldwin (hereinafter referred to as "Rebhahn").

W I T N E S S E T H:

WHEREAS, the City, as trustee for the State, pursuant to the provisions of Chapter 676, Statutes of 1911, Chapter 102, Statutes of 1925, and Chapter 158, Statutes of 1935, all as amended and supplemented, received title to the tide and submerged lands within the Long Beach City limits known as the "Long Beach tidelands," as defined in Section 1(a), of Chapter 1688, Statutes of 1965; and

WHEREAS, the City, as trustee, is the owner of those tidelands, which have been filled and reclaimed and are no longer submerged or below the line of ordinary high tide, and which described as Parcel 2 in Exhibit "A", incorporated herein in its entirety by this reference; and

WHEREAS, Rebhahn owns certain real property in the Alamitos Bay area which adjoins and borders upon said Parcel 2, namely, that certain real property at the corner of Ocean Boulevard and 55th Place (formerly 52nd Place), within the City of Long Beach, which is located immediately south or landward of said Parcel 2 and described as Parcel 3 in Exhibit "A"; and

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1 WHEREAS, Rebhahn is also the owner of that property
2 immediately west of said Parcel 3 which is more fully described
3 as Parcel 1 in Exhibit "A"; and

4 WHEREAS, there is substantial doubt as to the
5 location of the true boundary known as the "line of ordinary
6 high tide," between the Long Beach tidelands and said parcels
7 owned by Rebhahn due to the physical changes which have
8 occurred and the fact that said boundary was or is along or in
9 water courses which have been affected and controlled by
10 artificial processes, and there is substantial doubt and
11 uncertainty as to the last natural location of said boundary;
12 and

13 WHEREAS, a dispute has arisen between the City and
14 State, on one side, and Rebhahn, on the other side, as to the
15 true location of said boundary; and

16 WHEREAS, Rebhahn, or his predecessors in interest,
17 has built improvements upon and has otherwise occupied Parcel 2
18 and the tidelands bayward of said parcel and the City, as a
19 result of these actions, has filed a lawsuit against Rebhahn,
20 City of Long Beach v. William Rebhahn, et al., L.A.S.C. No. SOC
21 65307, for quiet title, ejectment and certain other causes of
22 action; and

23 WHEREAS, the Legislature of the State of California,
24 in Chapter 2000, Statutes of 1957, directed the State Lands
25 Commission to survey, monument and plat the boundaries of the
26 Long Beach tidelands; and

27 WHEREAS, the State Lands Commission's investigation,
28 pursuant to the provisions of said Chapter 2000, has resulted

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1 in the ascertainment of the existence of doubt and uncertainty
2 as to the location of the tidelands' boundaries in the vicinity
3 of the Rebhahn parcels and, as well, the necessity of fixing
4 the aforementioned boundaries so that the respective interests
5 of the parties hereto may be determined and settled; and

6 WHEREAS, the City, with approval of the State Lands
7 Commission, by virtue of Section 3(c) of Chapter 1688, Statutes
8 of 1965:

9 ". . . is authorized to settle by agreement, exchange or
10 quitclaim, any dispute concerning whether or not
11 particular land within the Alamitos Bay Area constitutes
12 land in private or proprietary ownership by reason of
13 title traceable to a state or federal patent or other
14 valid source, or rather constitutes 'Long Beach
15 tidelands,' title to which is vested in the City under
16 the terms of Chapter 676, Statutes of 1911, Chapter 102,
17 Statutes of 1925, or Chapter 158, Statutes of 1935. In
18 settlement of such disputes, the City may, by such
19 agreement, exchange or quitclaim, establish boundary or
20 compromise boundary lines between the 'Long Beach
21 tidelands' and bordering private or proprietary lands";
22 and

23 WHEREAS, the California Supreme Court in the case of
24 City of Long Beach v. Mansell (1970) 3 Cal.3d 462, has upheld
25 the constitutionality of said Chapter 1688 and the type of
26 boundary settlement and exchange agreement set forth herein;
27 and

28 WHEREAS, the State, the City and Rebhahn consider it

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1 in their best interests to compromise and settle their disputes
2 and lawsuit and to determine, describe and permanently fix the
3 boundaries between the lands belonging to the City, as trustee
4 for the State, and the lands belonging to Rebhahn, and forever
5 set at rest any and all questions relating to the location of
6 the boundaries between their properties; and

7 WHEREAS, the parties hereto have reached an agreement
8 and understanding as to the location of the line of ordinary
9 high tide between the Long Beach tidelands, including Parcel 2,
10 and the Rebhahn lands, Parcels 1 and 3, and as to their
11 respective rights and interests which will permit legitimate
12 utilization of their lands for public and private uses through
13 the exchange of rights based upon this resolution of the title
14 and boundary problems; and

15 WHEREAS, the boundaries of said Parcels 1, 2 and 3
16 are to be fixed by this agreement; and

17 WHEREAS, parcels 1 and 2 are each approximately 1244.2
18 square feet in area and, pursuant to a real estate appraisal
19 dated April 23, 1985, are of approximately equal value; and

20 WHEREAS, by this agreement Rebhahn agrees to exchange
21 Parcel 1 for Parcel 2 and the City, as trustee, agrees to
22 exchange Parcel 2 for Parcel 1; and

23 WHEREAS, after the exchange, Rebhahn will be the owner
24 of Parcels 2 and 3, being a rectangle of 73.406 feet by 61.300
25 feet, with the dividing line between the parcels running
26 generally in an east/west direction; and

27 WHEREAS, Rebhahn desires that Parcels 2 and 3 together
28 be divided into two (2) equal lots of 73.406 feet by

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1 30.650 feet, being identical in size to Parcels 2 and 3, with the
2 dividing line between the lots running generally in a north/south
3 direction, all as more fully described in Exhibit "C",
4 incorporated herein in its entirety by this reference, and being
5 a drawing of proposed lots together with legal descriptions
6 thereof, and neither State nor City having objection thereto; and

7 WHEREAS, the State and the City consider it in the best
8 interests of the public trust to effect such exchange and thereby
9 provide the public with better and more convenient access to the
10 tide and submerged lands of Alamitos Bay; and

11 WHEREAS, it is provided in Section 2(b), Chapter 1688,
12 Statutes of 1965 that:

13 "It is found and determined that portions of lands in
14 the Alamitos Bay area in addition to those described in
15 Subdivision (a) of Section 2 of this Act have been
16 heretofore improved in connection with the development of
17 the Alamitos Bay area, and in the process of said
18 development have been filled and reclaimed, are no longer
19 submerged or below the line of mean high tide and are no
20 longer necessary or useful for commerce, fisheries or
21 navigation. The State Lands Commission is hereby directed
22 to determine the lands described in this subdivision and
23 to execute and record in the Office of the County Recorder
24 of the County of Los Angeles appropriate instruments
25 describing said lands. Upon the recording of any such
26 instrument or instruments, together with a certificate
27 that the lands described therein are above the line of
28 mean high tide and have been found to be no longer

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1 necessary or useful for commerce, fisheries or navigation,
2 said described lands shall be thereupon freed of the
3 public use and trust for commerce, fisheries and
4 navigation. Such determinations shall be made from time
5 to time by the State Lands Commission on its own
6 initiative or shall be made on the application of the City
7 of Long Beach or other affected party"; and

8 **WHEREAS**, upon application of the City, the State
9 Lands Commission hereby finds and determines in accordance with
10 said Section 2(b) of Chapter 1688 that Parcel 2 as described in
11 Exhibit "A" hereof is above the line of mean high tide and is
12 no longer necessary or useful for commerce, fisheries or
13 navigation, and consequently is freed from the public use and
14 trust for commerce, fisheries and navigation, provided that
15 said common law public use and easement upon said termination
16 shall simultaneously attach to Parcel 1 which is being
17 exchanged for Parcel 2; and

18 **WHEREAS**, by this agreement Rebhahn agrees to remove,
19 at his expense, all improvements, structures and other fixtures
20 from and bayward of Parcel 1 and to lease from the City a
21 certain tidelands area bayward of Parcel 2 which is presently
22 improved with fill, a rock revetment and certain other
23 structures; and

24 **WHEREAS**, the City and State agree to drop all of
25 their claims for damages and loss of rent against Rebhahn and
26 to dismiss the lawsuit, City of Long Beach v. William Rebhahn,
27 et al., L.A.S.C. Case No. SOC 65307, with prejudice;

28 **NOW, THEREFORE**, in consideration of the premises and

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1 of the mutual covenants and agreements herein contained, it is
2 agreed as follows:

3 1. The northern, or bayward, boundaries of Parcel 1
4 and Parcel 3, as described in Exhibit "A", and the southern, or
5 landward, boundary of Parcel 2, as described in Exhibit "A",
6 shall be located and established as the "line of ordinary high
7 tide" as shown on the map of Exhibit "A".

8 2. The City, as trustee, hereby grants to Rebhahn
9 all of its right, title and interest in and to that certain
10 real property described as Parcel 2 in Exhibit "A" hereof.

11 3. It is agreed by the City that the aforesaid grant
12 of Parcel 2 to Rebhahn shall be sufficient to vest fee simple
13 title to said parcel in Rebhahn free and clear of all
14 reservations, easements, covenants, conditions, liens and other
15 encumbrances. To assure that the requirements of this
16 provision are met and prior to this agreement becoming
17 effective, the City shall supply a preliminary title report to
18 Rebhahn which guarantees that a standard coverage policy of
19 title insurance with title company liability in the amount of
20 \$250,000.00 will be issued to Rebhahn upon recordation
21 of this agreement insuring the fee title of Rebhahn to said
22 Parcel 2 subject only to the terms of this agreement. Within
23 twenty (20) days after the receipt of said preliminary title
24 policy, Rebhahn shall notify the City and the State in writing
25 as to whether the condition of the title to said lands is such
26 that upon the recording of this agreement title will become
27 vested in Rebhahn as specified herein or in an otherwise
28 acceptable manner. Any waiver, partial waiver or modification

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1 of this provision must be approved in writing by Rebhahn. The
2 cost of the preliminary title report shall be paid by the City.
3 Rebhahn shall pay for the final policy of title insurance.

4 4. Rebhahn hereby grants to City, as trustee, all of
5 his said right, title and interest in and to that certain real
6 property described as Parcel 1 in Exhibit "A" hereof.

7 5. It is agreed by Rebhahn that the aforesaid grant
8 of Parcel 1 to the City shall be sufficient to vest fee simple
9 title to said parcel in the City, as trustee, free and clear of
10 all reservations, easements, covenants, conditions, liens and
11 other encumbrances. To assure that the requirements of this
12 provision are met and prior to this agreement becoming
13 effective, Rebhahn shall supply a preliminary title report to
14 the City and to the State which guarantees that a standard
15 coverage policy of title insurance with title company liability
16 in the amount of \$250,000.00 will be issued to the City upon
17 recordation of this agreement insuring the fee title of the
18 City to said Parcel 1 subject only to to terms of this
19 agreement. Within twenty (20) days after the receipt of said
20 preliminary title policy, the City and the State, through their
21 attorneys, shall notify Rebhahn in writing as to whether the
22 condition of the title to said lands is such that upon the
23 recording of this agreement title will become vested in the
24 City as specified herein or in an otherwise acceptable manner.
25 Any waiver, partial waiver or modification of this provision
26 must be approved in writing by the Long Beach City Attorney and
27 by the Attorney General of the State of California. The cost
28 of the preliminary title report shall be paid by Rebhahn. The

John R. Calhoun
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1 City shall pay for the final policy of title insurance.

2 6. It is the intent of the parties hereto that the
3 boundaries of Parcels 1, 2 and 3 as described in Exhibit "A"
4 hereof, with Parcels 2 and 3 modified to conform to the
5 descriptions in Exhibit "C" hereof, for purposes of title,
6 title policies, recording and property descriptions, shall be
7 the true and correct boundaries of said lands and shall be
8 permanent and fixed and not subject to change by reason of
9 erosion or accretion.

10 7. The State Lands Commission hereby finds, determines
11 and certifies in accordance with Section 2(b) of Chapter 1688,
12 Statutes of 1965, that Parcel 2 as described in Exhibit "A"
13 hereof is above the line of mean high tide and is no longer
14 necessary or useful for commerce, fisheries or navigation, and
15 consequently is freed from the common law public use and trust
16 for commerce, fisheries and navigation and from such uses,
17 trusts, conditions and restrictions as are imposed by Chapter
18 102, Statutes of 1925, and Chapter 158, Statutes of 1935, as
19 subsequently amended and modified. It is understood that said
20 common law public use and trust for commerce, navigation and
21 fisheries shall, upon termination as to Parcel 2 as herein
22 provided, simultaneously attach to Parcel 1, as described in
23 Exhibit "A" hereof. This agreement shall constitute a
24 certificate that said Parcel 2 has been freed of the trusts and
25 other restrictions hereinabove described, provided, however,
26 said trusts shall not terminate unless and until this agreement
27 is recorded with the Registrar-Recorder's Office.

28 8. Rebhahn hereby agrees to remove any and all

John R. Calhoun
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1 improvements, structures and fixtures from Parcel 1 and from
2 the tideland area immediately bayward of Parcel 1, and to
3 restore said areas as near as possible to their natural
4 conditions. This removal and restoration shall be completed
5 within ninety (90) days of this agreement becoming effective.

6 9. In consideration of this settlement, it is agreed
7 that Rebhahn may lease for a term of twenty-five (25) years the
8 tidelands area described in Exhibit "B" hereto located
9 immediately bayward of Parcel 2, which is presently occupied by
10 certain improvements and landfill. Said lease shall be in
11 accordance with the terms and provisions of the lease attached
12 as Exhibit "B" hereto, and by this reference incorporated
13 herein; it is understood that any change or amendment of the
14 terms and provisions of said lease must be approved by the City
15 and the State.

16 10. The City and State hereby agree to dismiss, with
17 prejudice, the lawsuit, City of Long Beach vs. William Rebhahn,
18 et al., L.A.S.C. No. SOC 65037. The City and State shall apply
19 to the court for such a dismissal as soon as Rebhahn has met
20 the requirements of paragraph 8, above.

21 11. This agreement shall become effective upon the
22 date it is executed by all parties hereto; it shall be recorded
23 with the Registrar-Recorder's Office by the Long Beach City
24 Attorney within five (5) days of the requirements of paragraphs
25 3 and 5 above being met. This agreement shall be binding upon
26 and inure to the benefit of the successors and assigns of the
27 parties hereto.

28 12. It is expressly understood by all parties hereto

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1 that the provisions set forth in this agreement have been
2 determined for purposes of compromising and settling the
3 boundary between the lands of the parties hereto. The boundary
4 lines so determined shall not constitute any admissions, nor is
5 it to be construed as any expression on the part of any party
6 executing this agreement, except as between the parties as to
7 the properties hereto.

8 13. Except as otherwise specifically provided herein,
9 each party shall bear his own costs in connection with this
10 agreement.

11 14. Each of the parties hereto will do such further
12 acts and execute, acknowledge and deliver all further documents
13 and instruments as may be necessary or appropriate to
14 effectuate fully the provisions of the agreement and to assure
15 each party of the respective properties, rights, titles,
16 interests, remedies, powers and privileges to be conveyed or
17 provided for herein.

18 15. It is found and agreed by the parties hereto that
19 in accordance with California Government Code Section 66412(e)
20 this agreement is not subject to the provisions of Subdivision
21 Map Act.

22 IN WITNESS WHEREOF, each party hereto has caused this
23 agreement to be executed.

24 /
25 /
26 /
27 /
28 /

1
2 ATTACHED TO AND MADE A PART OF THE
3 ALAMITOS BAY BOUNDARY AND EXCHANGE AGREEMENT NO. 10

4 Address: CITY OF LONG BEACH, a municipal
5 corporation

6 By *John F. Shirey*
7 ~~FOR~~ James C. Hankla, City Manager

8 CITY

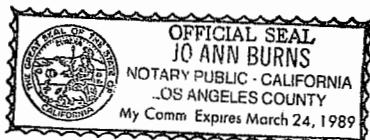
9 _____, 1988

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

10 STATE OF CALIFORNIA)
11) SS.
12 COUNTY OF LOS ANGELES)

13 On *January 13*, 1988⁹, before me, the under-
14 signed, a Notary Public in and for the County of Los Angeles,
15 State of California, personally appeared *John F. Shirey*
16 ~~JAMES C. HANKLA~~, known
17 to me to be the ^{Assistant} City Manager of the City of Long Beach, and
18 known to me to be the person who executed the within instrument
19 on behalf of said City of Long Beach, and acknowledged to me
20 that said municipal corporation executed the within instrument
21 pursuant to its Charter, resolutions and applicable State law.

22 IN WITNESS WHEREOF, I have hereunto set my hand and
23 affixed my official seal on the day and year in this
24 certificate first above written.



John F. Shirey
Notary Public in and for the
County of Los Angeles, State of
California

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone (213) 590-6061

The Alamitos Bay Boundary and Exchange Agreement No.
10 is hereby approved as to form this 5th day of December
1988.

JOHN R. CALHOUN, City Attorney

By Thomas A. Vysse
Deputy

ATTACHED TO AND MADE A PART OF THE
ALAMITOS BAY BOUNDARY AND EXCHANGE AGREEMENT NO. 10

Address:
1807-13th STREET
SACRAMENTO, CA
November 7, 1988

STATE LANDS COMMISSION OF THE
STATE OF CALIFORNIA

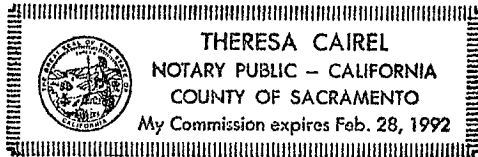
By Claire T. Dedrick
Claire T. Dedrick,
Executive Officer

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS.
~~COUNTY OF LOS ANGELES~~)

on November 7, 1988, before me, the under-
signed, a Notary Public in and for the County of SACRAMENTO ~~Los Angeles~~,
State of California, personally appeared CLAIRE T. DEDRICK,
known to me to be the Executive Officer of the STATE LANDS
COMMISSION, STATE OF CALIFORNIA, and known to me to be the
person who executed the within instrument on behalf of said
State Lands Commission, and acknowledged to me that said
Commission executed the within instrument pursuant to
applicable State law and a resolution of said Commission.

John R. Calhoun
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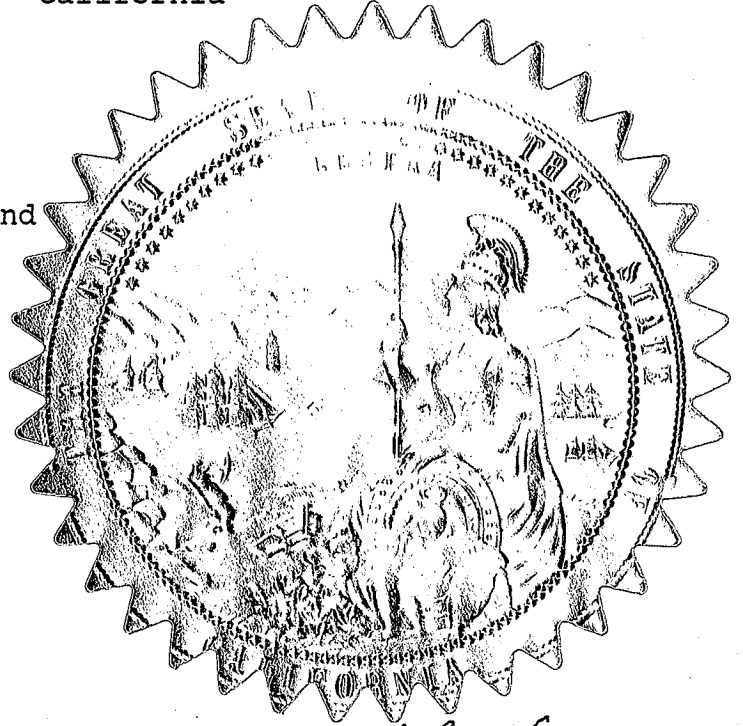
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal on the day and year in this
certificate first above written.



Theresa Cairel
Notary Public in and for the
County of ~~Los Angeles~~, State of
California ~~SACRAMENTO~~

IN APPROVAL WHEREOF, I,
GEORGE DEUKMEJIAN

Governor of the State of
California, have set my hand
and caused the Seal of the
State of California to be
hereunto affixed pursuant
to Section 6107 of the
Public Resources Code of
the State of California.
Given under my hand at the
City of Sacramento, this
19th day of February
in the year of our Lord
one thousand nine hundred
and eighty-eight.



ATTEST:

George Deukmejian
Governor of State

Mark Fong Eu
Secretary of State

The Alamitos Bay Boundary and Exchange Agreement No.
10 is hereby approved as to form this 18th day of May,
1988.

JOHN K. VAN DE KAMP, Attorney
General

By: [Signature]
Deputy Attorney General

1 ATTACHED TO AND MADE A PART OF THE
2 ALAMITOS BAY BOUNDARY AND EXCHANGE AGREEMENT NO. 10
3

4 Address:

5 P.O. Box 89, 1377 Lakeshore Dr.

6 Port Orford, OR 97465

7 April 30th, 1988

8 BY

William C. Rebhahn

9 OREGON
10 STATE OF ~~CALIFORNIA~~)
CURRY) SS.
11 COUNTY OF ~~LOS ANGELES~~)

12 On APRIL 30, 1988, before me, the under-
13 signed, a Notary Public in and for said State, personally
14 appeared WILLIAM C. REBHAWN, personally known to me or proved
15 to me on the basis of satisfactory evidence to be the person
16 whose name is subscribed to this instrument, and acknowledged
17 that he executed it.

18
19 WITNESS my hand and official seal.

20
21 Signature Esther M. Winters
NOTARY PUBLIC FOR OREGON
22 ESTHER M. WINTERS
Name (Typed or Printed)

23 MY COMMISSION EXPIRES
1-6-90

(This area for official
notarial seal)

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
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ATTACHED TO AND MADE A PART OF THE
ALAMITOS BAY BOUNDARY AND EXCHANGE AGREEMENT NO. 10

FOR VALUABLE CONSIDERATION, receipt of which is
hereby acknowledged, I, DOROTHEA REBHAWN, do hereby remise,
release, and forever quitclaim to City of Long Beach, as
trustee, all my right, title, and interest in and to that
certain real property located in the City of Long Beach,
County of Los Angeles, State of California, described as
Parcel 1 in Exhibit "A" hereof.

Address:

P.O. Box 89
Port Orford, OR 97465
April 30th, 1988

By Dorothea Rebhahn
Dorothea Rebhahn

OREGON
STATE OF ~~CALIFORNIA~~)
CURRY) SS.
COUNTY OF ~~LOS ANGELES~~)

On APRIL 30, 1988, before me, the under-
signed, a Notary Public in and for said State, personally
appeared DOROTHEA REBHAWN, personally known to me or proved
to me on the basis of satisfactory evidence to be the person
whose name is subscribed to this instrument, and acknowledged
that she executed it.

WITNESS my hand and official seal.

Signature Esther M. Winters

ESTHER M. WINTERS

Name (Typed or Printed)

(This area for official
notarial seal)

TAV:pw NOTARY PUBLIC FOR OREGON
4/25/88 MY COMMISSION EXPIRES 1-6-90
Rebhahn.2

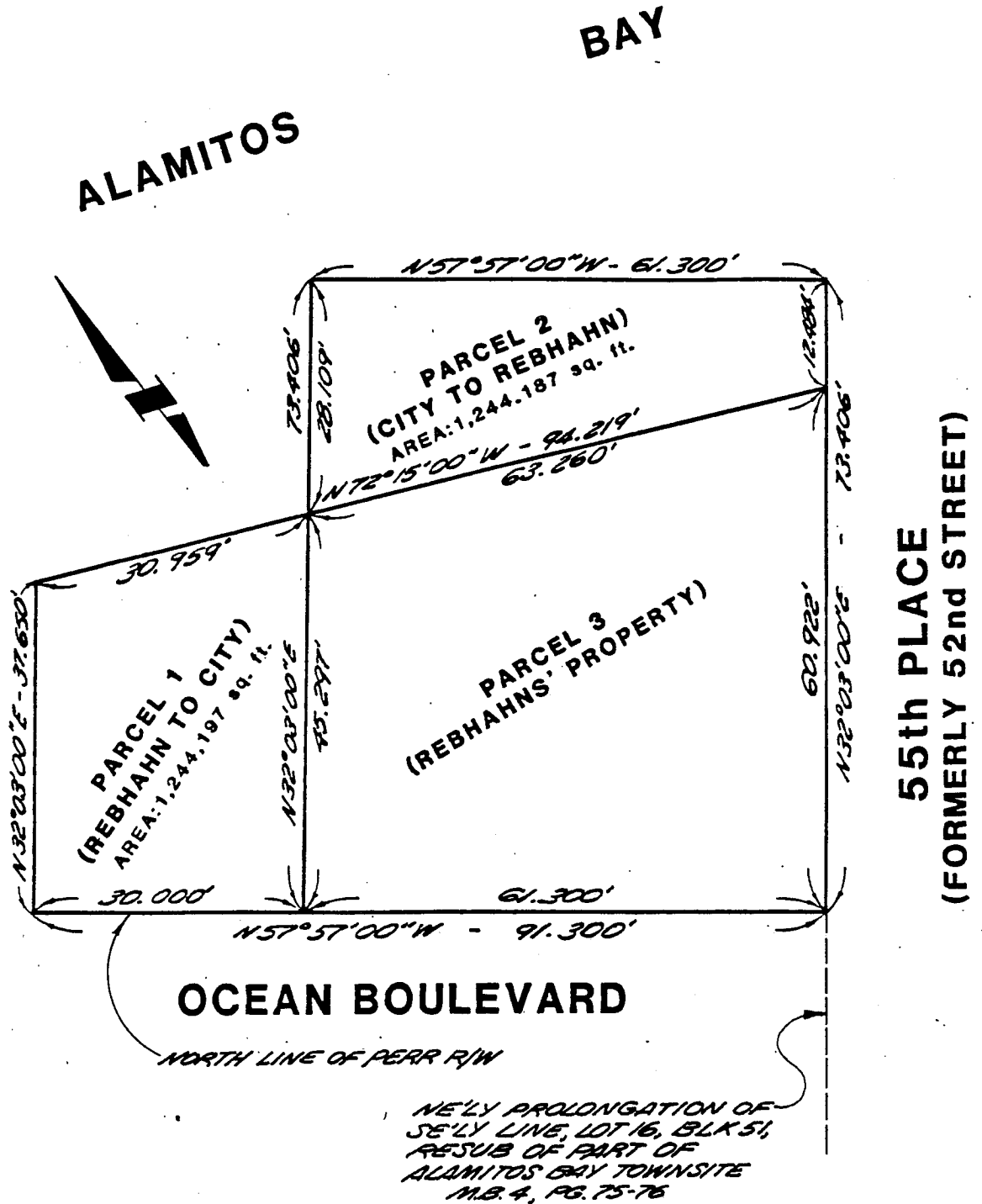


EXHIBIT A

M-1861

APPROVALS	
DR. BY SLS	C'D BY LMM
2088 1/21/08	
CHIEF SURVEYOR L.S. 4866	
DIVISION ENGINEER R.E. 37039	
CITY ENGINEER S.E. 20882	

CITY OF LONG BEACH, CALIFORNIA
DEPARTMENT OF ENGINEERING

**ALAMITOS BAY BOUNDARY SETTLEMENT
& EXCHANGE AGREEMENT No.10
PROPOSED BOUNDARIES**

PARCEL 1
(Rebhan to City)

A portion of the unsubdivided portion of the Part of Alamitos Bay Townsite in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 55 page 62 to 64, of Miscellaneous Records in the office of the County Recorder of said County described as follows:

Beginning at the intersection of the northeasterly line of the right-of-way of the Pacific Electric Railway with the northeasterly prolongation of the southeasterly line of Lot 16 in Block 51, of the Resubdivision of a Part of the Alamitos Bay Townsite, as per map recorded in Book 4 page 75 and 76 of Maps of Said County; thence along the said northeasterly line of said right-of-way North 57°57'00" West 61.30 feet; thence North 32°03'00" East 45.30 feet to the line of ordinary high tide of Alamitos Bay, said point also being the True Point of Beginning; thence along said last mentioned line North 72°15'00" West 30.96 feet; thence South 32°03'00" West 37.65 feet to said northeasterly line of said right-of-way; thence along said northeasterly line of said right-of-way South 57°57'00" East 30.00 feet; thence North 32°03'00" East 45.30 feet to the True Point of Beginning.

03/32

EXHIBIT A

PARCEL 1
LEGAL DESCRIPTION

PARCEL 2
(City to Rebhan)

A portion of the unsubdivided portion of the Part of Alamitos Bay Townsite in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 55 page 62 to 64, of Miscellaneous Records in the office of the County Recorder of said County described as follows:

Beginning at the intersection of the northeasterly line of the right-of-way of the Pacific Electric Railway with the northeasterly prolongation of the southeasterly line of Lot 16 in Block 51, of the Resubdivision of a Part of the Alamitos Bay Townsite, as per map recorded in Book 4 Page 75 and 76 of Maps of said County; thence along the said northeasterly line of said right-of-way North 57°57'00" West 61.30 feet; thence North 32°03'00" East 45.30 feet to the line of ordinary high tide of Alamitos Bay, said point also being the True Point of Beginning; thence continuing North 32°03'00" East 28.11 feet; thence South 57°57'00" East 61.30 feet to the intersection with the prolongation of said southeasterly line of said Lot 16; thence along said prolongation South 32°03'00" West 12.48 feet to the intersection with the line of ordinary high tide of Alamitos Bay; thence along said last mentioned line North 72°15'00" West 63.26 feet to the True Point of Beginning.

03/32

EXHIBIT A

PARCEL 2
LEGAL DESCRIPTION

PARCEL 3
(Rebhan Property)

A portion of the unsubdivided portion of the part of Alamitos Bay Townsite in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 55 page 62 to 64 of Miscellaneous Records in the Office of the County Recorder of said County described as follows:

Beginning at the intersection of the northeasterly line of the right-of-way of the Pacific Electric Railway with the northeasterly prolongation of the southeasterly line of Lot 16 in Block 51, of the Resubdivision of a Part of the Alamitos Bay Townsite, as per map recorded in Book 4, Page 75 and 76 of Maps of said County; thence along the said northeasterly line of said right-of-way North 57°57'00" West 61.30 feet; thence North 32°03'00" East 45.30 feet to the line of ordinary high tide of Alamitos Bay; thence along said last mentioned line South 72°15'00" East 63.26 feet to the intersection with the prolongation of said southeasterly line of said Lot 16; thence along said prolongation South 32°03'00" West 60.92 feet to the Point of Beginning.

03/32

EXHIBIT A

PARCEL 3
LEGAL DESCRIPTION

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone (213) 590-6061

LEASE

This Lease is made _____, between the CITY OF LONG BEACH, a municipal corporation and legislative grantee of the State of California of certain tide and submerged lands within the limits of said City, ("Lessor") and WILLIAM C. REBHAWN and DOROTHEA REBHAWN, individuals, ("Lessees"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its _____, 1988 meeting.

1. Lessor leases to Lessees and Lessees lease from Lessor real property and improvements thereon located in the City of Long Beach, County of Los Angeles, State of California, consisting of approximately 1,390.85 square feet waterward of, and contiguous to, that certain real property which is the subject of Alamitos Bay Boundary and Settlement Agreement No. 10, in particular Parcel No. 2 thereof. The area leased is shown on Exhibit "A", attached hereto, and made a part hereof, and the legal description thereof is marked Exhibit "B", and is attached hereto and made a part hereof.

2. The term of this Lease shall be for twenty-five (25) years commencing with the final date of execution of Alamitos Bay Boundary and Settlement Agreement No. 10 and extending twenty-five (25) years thereafter, unless sooner terminated as provided under this Lease.

3. The consideration shall be 70 cents per square foot per year, it being understood that the leased premises consist of 1,390.85 feet, or Nine Hundred

John R. Calhoun
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333 West Ocean Boulevard
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1 Seventy-three and 60/100 Dollars (\$973.60) per year, payable
2 at the rate of Eighty-one and 13/100 Dollars (\$81.13) per
3 month, in advance on the first day of each month commencing
4 with the commencement of the Alamitos Bay Boundary and
5 Settlement Agreement No. 10, supra.

6 4. Lessees may maintain the existing improvements
7 on the leased premises only for their existing purpose and
8 for no other purpose, and that purpose shall be to retain
9 the armour or enrockment which may exist on the effective
10 date of this Lease for the benefit of, and protection of,
11 the property to be acquired by Lessees pursuant to Alamitos
12 Bay Boundary and Settlement Agreement No. 10, and in
13 particular Parcel No. 2 thereof.

14 5. Upon the expiration or earlier termination
15 of this Lease, Lessees shall remove from the armour or enrock-
16 ment existing on the effective date of this Lease any and all
17 materials thereon, or added thereto, and shall return the
18 armour or enrockment to the same stated that existed at the
19 effective date of this Lease.

20 6. During the term of this Lease, Lessees may
21 make such repairs to the armour or enrockment as will,
22 in the sole judgment of Lessor, afford Parcel No. 2 such
23 benefit and protection as the armour or enrockment which
24 occupies the leased premises existing on the effective date
25 of this Lease then provides.

26 7. Lessees may transfer or assign their interest
27 in this Lease with the prior written consent of Lessor,
28 which consent shall not be unreasonably withheld. Such

John R. Calhoun
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1 transfer or assignment, however, shall only be made to
2 the owner of Parcel No. 2, and it is the intent of this
3 paragraph and the parties hereto, that such transferee or
4 assignee and the "Upland" owner be identical. Such trans-
5 feree or assignee shall execute a lease in favor of Lessor
6 assuming each and every obligation under this Lease, and
7 Lessees shall remain fully obligated to Lessor under this
8 Lease notwithstanding any transfer or assignment.

9 8. Unless otherwise provided in this Lease, the
10 terms, covenants and conditions contained herein shall apply
11 to and bind the heirs, successors, executors, administrators,
12 transferees and assigns of all parties hereto.

13 9. Lessees may terminate this Lease upon sixty (60)
14 days' written notice to Lessor.

15 10. Lessees, during their use and occupancy of the
16 leased premises, shall at all times comply with all laws,
17 ordinances, rules, and regulations of, and obtain permits
18 from, all federal, state, and local governmental authorities
19 having jurisdiction over the leased premises and Lessees'
20 activities thereon.

21 11. Lessor's authorized representatives shall have
22 access to and across the leased premises during business hours
23 and, in the event of an emergency, at any other time for
24 inspection, repair of publicly-owned utilities and structures,
25 and for fire and police purposes.

26 12. The leased premises shall be subject to all
27 rights of way and entry thereon by the public as tidelands of
28 the State of California, and for the installation, relocation,

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
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1 removal, operation, and maintenance of sewers, pipelines, con-
2 duits, and telephone, telegraph, light, heat, and power lines
3 (whether underground or overhead) as may from time to time be
4 determined by Lessor.

5 13. Lessees shall defend and indemnify Lessor and its
6 officers and employees ("indemnified parties") while acting
7 within the scope of their duties from and against any and all
8 actions, suits, proceedings, claims and demands, costs
9 (including attorney's fees and court costs), expense and
10 liability of any kind or nature whatsoever ("claims") for
11 injury to or death of persons or damage to property (includ-
12 ing property owned by or under the control of Lessor) which
13 may be brought, made, filed against, imposed upon or sus-
14 tained by an indemnified party or parties based upon or aris-
15 ing out of:

16 13.1 An act or omission of Lessees, their agents
17 employees, contractors, licensees, or invitees or of any
18 other person entering upon the leased premises with the
19 express or implied invitation of Lessees;

20 13.2 A violation by Lessees, their agents, employees,
21 contractors, licensees, or invitees or of any other
22 person entering upon the leased premises with the ex-
23 press or implied invitation of Lessees of any law, ordi-
24 nance or governmental order of any kind;

25 13.3 The use or occupancy of the leased premises
26 by Lessees, their agents, employees, contractors,
27 licensees, or invitees or of any other person entering
28 upon the leased premises with the express or implied

John R. Calhoun
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invitation of Lessees.

13.4 Use of the leased premises by the public.

This indemnity shall not include claims based upon or arising out of the sole negligence, gross negligence, or willful misconduct of any indemnified party. Further, this indemnity shall not require payment of a claim by an indemnified party as a condition precedent to the Lessor's recovery under the same.

14. Lessees, at their cost and as a condition precedent to the effectiveness of this Lease, shall procure and maintain in full force and effect while this Lease shall remain in effect and at such other times as may be required under "claims-made" insurance a policy or policies of comprehensive general liability insurance with limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) combined single limit. Such insurance may contain deductibles in amounts approved by the City Manager and shall be issued by insurance companies acceptable to the City Manager.

The policy or policies shall provide as follows:

14.1 That the indemnified parties while acting within the course and scope of their authority, shall be insureds, such insurance to be primary and any other insurance, deductible, retention or self-insurance maintained by an indemnified party shall not contribute with such primary insurance;

14.2 That in the event of one insured incurring liability to any other insured, the policy or policies shall cover the insured against whom claim is or may be

John R. Calhoun
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1 made, in the same manner as if separate policies had
2 been issued to each insured, except that the limits of
3 insurance shall not be increased thereby;

4 14.3 That said policy or policies shall either
5 contain a blanket form of contractual liability coverage,
6 including contracts and agreements, or there shall be
7 attached to said policy or policies an endorsement,
8 providing that such insurance as is provided therein
9 shall apply to the obligations assumed by Lessees under
10 paragraph 13 of this Lease;

11 14.4 That the same shall not be cancelled or
12 coverage reduced until a thirty (30) days' written notice
13 of cancellation has been served upon the City Manager
14 by registered or certified mail;

15 14.5 That if any of the required insurance is
16 provided on a "claims-made" basis, any "prior acts"
17 coverage or "retroactive date" on such insurance and all
18 subsequent insurance shall be as of the first date of the
19 "claims-made" coverage. Upon expiration or termination of
20 coverage of required insurance, Lessees shall procure
21 "tail" coverage or an extended reporting coverage period
22 endorsement and submit proof thereof in accordance with
23 the provisions of this paragraph 14.

24 14.6 That said policy or policies shall cover
25 personal injury, death, and property damage sustained
26 by members of the public using the leased premises as
27 tidelands of the State of California.

28 Lessees shall deliver said policy or policies of

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1 insurance, or certified or photostatic copies thereof, or a
2 certificate thereof, to the City Manager for approval as to
3 sufficiency and to the City Attorney for approval as to form. If
4 such coverage is cancelled or reduced, Lessees shall, within ten
5 (10) days after receipt of written notice of such cancellation or
6 reduction of coverage, file with the City Manager a certificate
7 showing that the required insurance has been reinstated or
8 provided through another insurance company or companies, and said
9 policy shall be submitted for approval as herein provided. At
10 least fifteen (15) days prior to the expiration of any such
11 policy, a certificate, showing that the insurance coverage has
12 been renewed or extended, shall be filed with the City Manager.

13 Lessees agree to suspend and cease

14 all use of the leased premises during such periods of time as
15 evidence of required insurance coverage has not been provided
16 to the City Manager. Notwithstanding any other provision of
17 this Lease to the contrary, upon failure to so file such
18 certificate or evidence of insurance, the City may, without
19 further notice, cancel or terminate this Lease and exercise
20 such other rights as it may have in the event of Lessees'
21 default.

22 Said policy or policies shall insure performance by
23 Lessees of the provisions of paragraph 13. The procuring of such
24 policy or policies of insurance shall not be construed to be a
25 limitation in any respect upon Lessees' obligation of indemnity
26 hereunder.

27 Not more frequently than once each year, if in the
28 opinion of the City Manager, the coverages or the limits of

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1 insurances described in this paragraph are not adequate, Lessees
2 shall increase the insurance coverage or limits as required by
3 the City Manager.

4 15. This Lease may create a possessory interest subject
5 to property taxation and Lessees may be liable for the payment of
6 property taxes levied on such possessory interest. Lessee shall
7 pay or cause to be paid, prior to delinquency, all taxes,
8 assessments and other governmental and district charges that may
9 be levied or assessed for improvements or property
10 located on the leased premises and upon possessory interests
11 created by this Lease. Satisfactory evidence of such payments
12 shall be delivered by Lessees upon demand therefor.

13 16. This Lease may be recorded.

14 17. Any notice, demand, request, consent, approval
15 or communication that either party desires or is required
16 to give to the other party or any other person shall be in
17 writing and either served personally or sent by prepaid
18 first class mail, and shall be addressed as follows:

19
20 TO LESSOR: City of Long Beach
21 Attention: City Manager
22 333 West Ocean Boulevard
Long Beach, California 90802

23 TO LESSEES: William C. Rebhahn
24 Dorothea Rebhahn
25 _____

26 Either party may change its address by notifying the other
27 party of the change of address. Notice shall be deemed
28 communicated within forty-eight (48) hours from the time

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of mailing, if mailed as provided in this paragraph.

WILLIAM C. REBHAWN, an individual

BY

William C. Rebhahn
William C. Rebhahn

DOROTHEA REBHAWN, an individual

BY

Dorothea Rebhahn
Dorothea Rebhahn

"LESSEES"

CITY OF LONG BEACH, a municipal
corporation

BY

James C. Hankla, City Manager

"LESSOR"

Approved as to form this _____ day of _____,

1988.

JOHN R. CALHOUN, City Attorney

By _____

Deputy

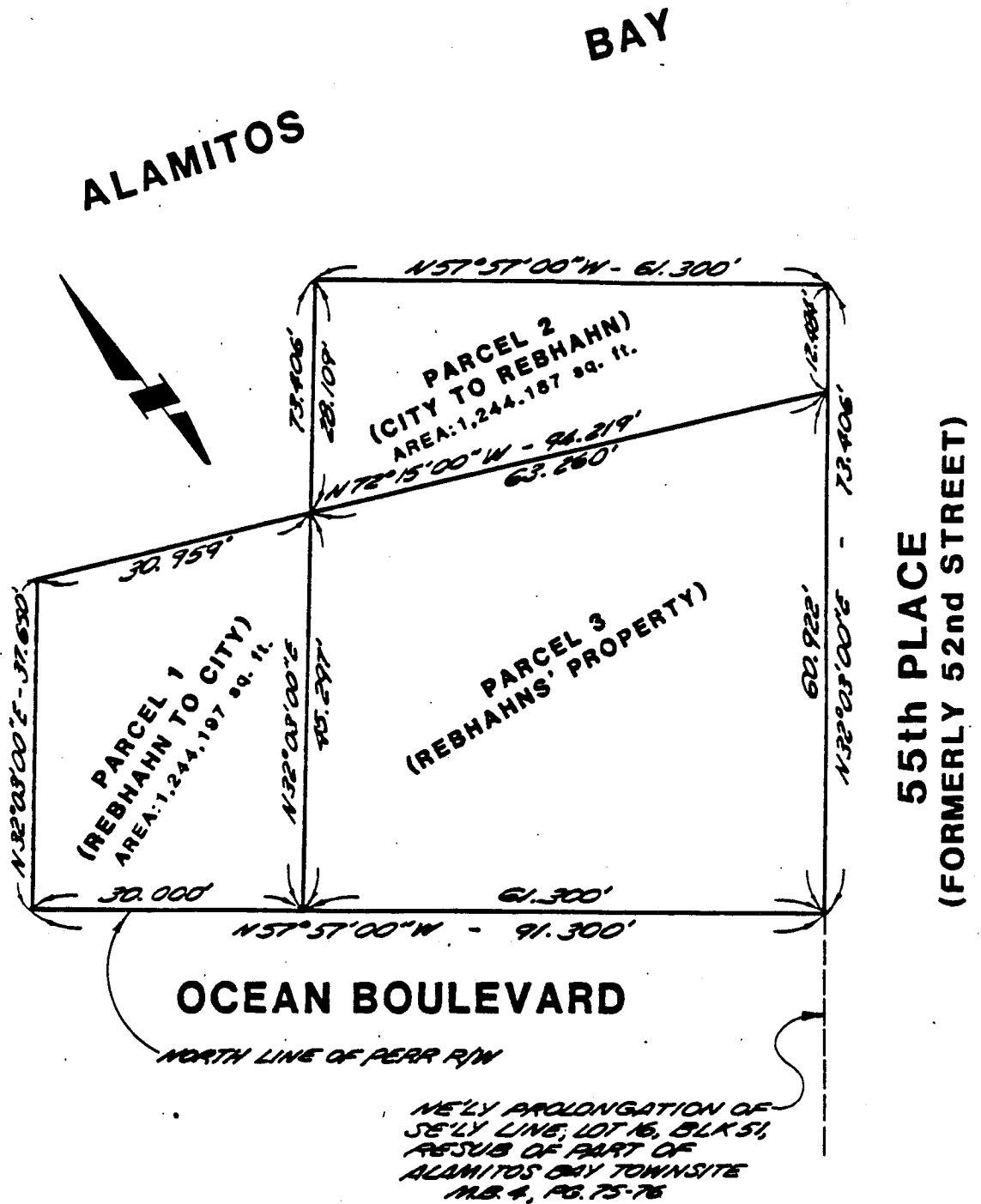
TAV:pw
4/25/88
Rebhahn.1

CITY OF LONG BEACH, CALIFORNIA



Sh 3 of 4 DATE Oct 1, 1987 PS. No. 520183 CODE 79
SURVEY PERFORMED OFFICE NOTES SURVEYOR MADDOX
SURVEY OF: AMITOS BAY BOUNDARY SETTLEMENT & EXCHANGE AGREEMENT NO 10

L 1735 58



NELY PROLONGATION OF
SE'LY LINE, LOT 16, BLK 5,
RESUB OF PART OF
ALAMITOS BAY TOWNSITE
M.B. 4, PG. 75-76

M-1861

APPROVALS	
DR BY SLS	CKD BY LHM
<i>[Signature]</i>	<i>[Signature]</i>
CHIEF SURVEYOR L.S. 4886	1/27/06
DIVISION ENGINEER P.E. 37039	
<i>[Signature]</i>	
CITY ENGINEER P.E. 20882	

CITY OF LONG BEACH, CALIFORNIA
DEPARTMENT OF ENGINEERING

**ALAMITOS BAY BOUNDARY SETTLEMENT
& EXCHANGE AGREEMENT No.10
PROPOSED BOUNDARIES**

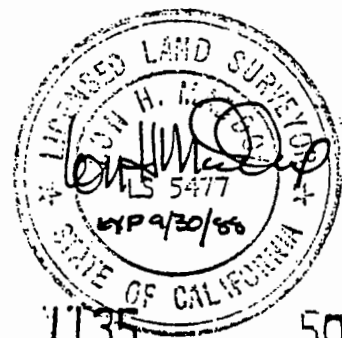
TIDELANDS LEASE TO REBHAN

A portion of the unsubdivided portion of the Part of Alamitos Bay Townsite in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 55 page 62 to 64, of Miscellaneous Records in the office of the County Recorder of said County described as follows:

Beginning at the intersection of the northeasterly line of the right-of-way of the Pacific Electric Railway with the northeasterly prolongation of the southeasterly line of Lot 16 in Block 51, of the Resubdivision of a Part of the Alamitos Bay Townsite, as per map recorded in Book 4 Page 75 and 76 of Maps of said County; thence along the said northeasterly line of said right-of-way North 57°57'00" West 61.30 feet; thence North 32°03'00" East 45.30 feet to the line of ordinary high tide of Alamitos Bay; thence continuing North 32°03'00" East 28.11 feet to the TRUE POINT OF BEGINNING; thence continuing North 32°03'00" East 10.59 feet; thence North 80°54'13" East 13.68 feet; thence South 71°51'53" East 22.87 feet; thence South 60°46'52" East 18.22 feet; thence South 56°50'54" East 10.62 feet to the northeasterly prolongation of the southeasterly line of Lot 16, Block 51, of the Resubdivision of a Part of the Alamitos Bay Townsite, as per map recorded in Book 4, Page 75 and 76 of Maps of said County; thence South 32°03'00" West 25.79 feet along said northeasterly prolongation; thence North 57°57'00" West 61.30 feet to the TRUE POINT OF BEGINNING.

A:RP-9-37

EXHIBIT B



L 1135

59

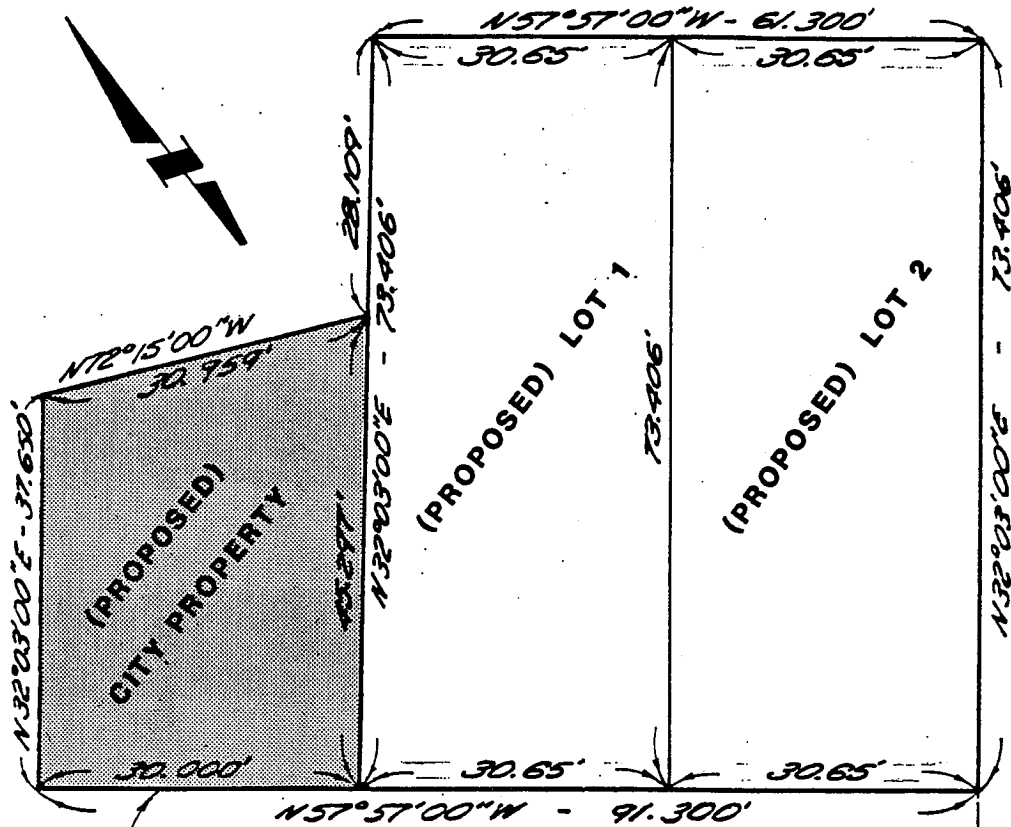
4/4

NOTE: PARAGRAPH 15 OF THE ALAMITOS BAY BOUNDARY SETTLEMENT AND EXCHANGE AGREEMENT NO.10 PROVIDES AT SECTION 15 THAT THE PARTIES AGREE THAT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 66412(e), THE AGREEMENT IS NOT SUBJECT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

BAY

ALAMITOS

NOTE: SEE C.L.B. F.B. L 1135, PG 56 FOR THE PROPOSED TIDELANDS LEASE AREA, LOCATED NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LOTS 1 AND 2.



55th PLACE
(FORMERLY 52nd STREET)

OCEAN BOULEVARD

NORTH LINE OF FERR R/W

*NELY PROLONGATION OF
SELY LINE, LOT 16, BLK 51,
RESUB OF PART OF
ALAMITOS BAY TOWNSITE
M.B. 4, PG. 75-76*

EXHIBIT C

M-1861

APPROVALS	
DR. BY <i>[Signature]</i>	OR BY <i>[Signature]</i>
CHIEF SURVEYOR <i>[Signature]</i> 1276	
DIVISION ENGINEER R.C.E. 37039	
CITY ENGINEER <i>[Signature]</i> 20682	

CITY OF LONG BEACH, CALIFORNIA
DEPARTMENT OF ENGINEERING

**ALAMITOS BAY BOUNDARY SETTLEMENT
& EXCHANGE AGREEMENT No.10
PROPOSED DIVISION OF AGREEMENT
PARCELS 2 & 3**

(PROPOSED) LOT 1

A portion of the unsubdivided portion of the Part of Alamitos Bay Townsite in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 55 Page 62 to 64 of Miscellaneous Records in the office of the County Recorder of said County described as follows:

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(PROPOSED) LOT 2

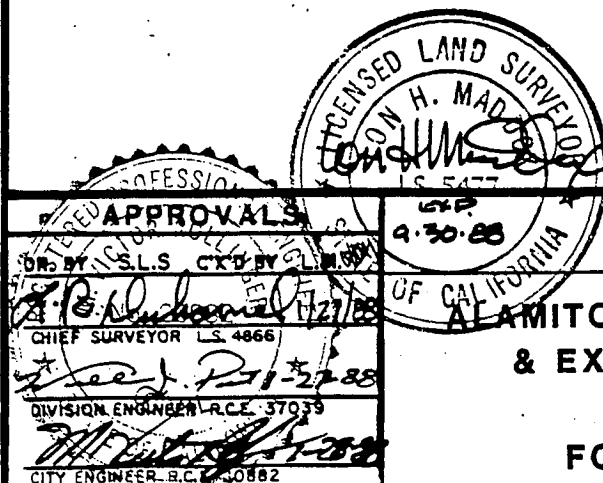
A portion of the unsubdivided portion of the Part of Alamitos Bay Townsite in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 55 Page 62 to 64 of Miscellaneous Records in the Office of the County Recorder of said County described as follows:

Beginning at the intersection of the northeasterly line of the right-of-way of the Pacific Electric Railway with the northeasterly prolongation of the southeasterly line of Lot 16 in Block 51, of the Resubdivision of a Part of the Alamitos Bay Townsite, as per map recorded in Book 4, Page 75 and 76 of Maps of said County; thence North 57°57'00" West 30.65 feet along said northeasterly line of said right-of-way; thence North 32°03'00" East 73.41 feet; thence South 57°57'00" East 30.65 feet to the intersection with the northeasterly prolongation of said southeasterly line of said Lot 16; thence along said prolongation South 32°03'00" West 73.41 feet to the Point of Beginning.

EXHIBIT C

LOTS 1 & 2
LEGAL DESCRIPTIONS

M-1861



**CITY OF LONG BEACH, CALIFORNIA
DEPARTMENT OF ENGINEERING**

**ALAMITOS BAY BOUNDARY SETTLEMENT
& EXCHANGE AGREEMENT No. 10**

LEGAL DESCRIPTIONS

FOR PROPOSED LOTS 1 & 2 PAGE 3 OF 3