



CITY COUNCIL AGENDA REPORT

MEETING DATE: OCTOBER 4, 2004

ITEM NUMBER

SUBJECT: ANNUAL REVIEW OF SEGERSTROM HOME RANCH DEVELOPMENT AGREEMENT (DA-00-01)

DATE: SEPTEMBER 22, 2004

FROM: DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTATION BY: R. MICHAEL ROBINSON, PLANNING & REDEVELOPMENT MANAGER

FOR FURTHER INFORMATION CONTACT: R. MICHAEL ROBINSON, (714) 754-5610

RECOMMENDATIONS:

The Planning Commission recommends to City Council:

1. Determine that the applicant and City have demonstrated good faith and compliance with the terms and conditions of Development Agreement DA-00-01.
2. Direct staff to limit future reviews to outstanding development agreement obligations only.

BACKGROUND:

Development Agreement DA-00-01 for the Segerstrom Home Ranch site was adopted by City Council on December 3, 2001. A copy of the agreement is attached for Council review and reference (Attachment 1). The agreement was amended as a part of the first annual review in 2003, to allow flexibility in the expenditure of traffic impact fees and funds allocated for the relocation and renovation of the Huscroft House. A copy of this amendment is also attached for Council reference (Attachment 2).

Section 3.5 of the agreement requires periodic review of the agreement. The City's procedures and requirements for consideration of development agreements require this periodic review to be conducted annually through the life of the agreement. This is the second annual review of the Home Ranch agreement. The Planning Commission considered the annual review at its September 13, 2004 meeting, and recommended that Council find the applicant and City have demonstrated good faith compliance with DA-00-01, and that future reviews be limited to outstanding agreement obligations only.

ANALYSIS:

Second Annual Review

The purpose of the annual review is to determine if the applicant and/or City have made good faith efforts to comply with the provisions and conditions of the development

agreement. Attachment 3 includes a letter from the applicant summarizing their actions since the first annual review.

Typically, the annual review focuses on the community benefits provided by the owner. For DA-00-01, these benefits are listed in Exhibit F. The following sections summarize the applicant's and the City's performance related to these benefits and obligations.

- A. Circulation Improvements:** The applicant has paid the City and Transportation Corridor Agency traffic impact fees as required.
- B. Cultural Resources:** Most of these requirements are not triggered until five years after the recordation of the agreement. However, the applicant has maintained the site and designated buildings, and started initial discussions with staff and the Historical Preservation Committee regarding the historic resource preservation area. With regard to the possible underground reservoir, the applicant has been informed by the Mesa Consolidated Water District that they do not intend to pursue the reservoir plan.
- C. Educational Advancement:** The required contribution has been paid by the applicant, and the education foundations have been established.
- D. Athletic Field Contribution:** The required contribution has been paid by the applicant.
- E. Huscroft House Contribution:** The required contribution has been paid by the applicant. As noted above, the first amendment to the development agreement allows City Council to reallocate the contribution, provided the applicant assents to the proposed use of the funds.
- F. Residential Component:** The Standard Pacific Providence Park single-family homes and town homes are under construction and nearing completion
- G. Fire Station:** The fire suppression fee has been paid. The City retained a consultant to conduct a fire suppression study. The results of the study are currently undergoing review by an interdepartmental task force. The task force will provide its recommendation before the March 2005 deadline for determining if a new fire station is needed.
- H. Sales and Use Tax Guarantee:** Sales tax revenue monitoring will commence in November 2004, and will continue for the following five years.

Based on the above, staff suggests both the applicant and the City have made good faith efforts to comply with the provisions and conditions of the DA-00-01.

Subsequent Annual Reviews

As noted in the applicant's letter (Attachment 3), the owners have established a policy of making partial assignment of development agreements rights and obligations to those parties that buy portions of the Home Ranch (i.e. IKEA, Emulex, and Standard Pacific). Because of the possible complications of monitoring multiple ownerships and responsibilities, the applicants have requested that future annual reviews be limited to only the outstanding obligations. Staff and Planning Commission concur with this request, especially in light of the fact that many of the obligations are limited to one-time fee payments.

ALTERNATIVES CONSIDERED:

If City Council finds C. J. Segerstrom & Sons is not in compliance with the Agreement's terms, evidence supporting that determination would be required.

Also, Council may wish to continue reviewing the entire range of obligations under the terms of the original development agreement on an annual basis. If so, the Council should not accept the applicant's request to limit subsequent annual reviews to the outstanding obligations only.

FISCAL REVIEW:

Fiscal review is not required.

LEGAL REVIEW:

This City Council Agenda Report has been reviewed and approved as to form by the City Attorney's Office.

	
R. MICHAEL ROBINSON Planning & Redevelopment Manager	DONALD D. LAMM Dep. City Mgr. – Dev. Svcs. Director

for 
TOM C. WOOD
Acting City Attorney

DISTRIBUTION: City Manager
Assistant City Manager
Acting City Attorney

Public Services Director
Transportation Svs. Manager
Fire Chief
Fire Marshal
Finance Director
City Clerk (2)
Staff (4)
File (2)

David Wilson
C. J. Segerstrom & Sons
3315 Fairview Road
Costa Mesa CA 92626

- ATTACHMENTS:
- 1 Development Agreement DA-00-01
 - 2 First Amendment to Development Agreement for Home Ranch
 - 3 Written Correspondence

File Name: 100404DA0001 Annual Review and Amendment Date: September 21, 2004 Time: 10:00 AM

ATTACHMENT 1

Development Agreement DA-00-01

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF COSTA MESA
77 Fair Drive
Costa Mesa, CA 92626
Attn: CITY Clerk

Recorded in Official Records, County of Orange
Darlene Bloom, Interim Clerk Recorder

 NO FEE
20020229863 02:45pm 03/20/02
114 11 A12 46
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

(Space Above This Line For Recorder's Use)

This Development Agreement for Home Ranch
Development Property is recorded at the request and
for the benefit of the CITY of Costa Mesa and is
exempt from the payment of a recording fee pursuant
to Government Code § 6103

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CITY OF COSTA MESA

By: Mary T. Elliott
Its: Deputy City Clerk
Dated: March 20, 2002

DEVELOPMENT AGREEMENT FOR
HOME RANCH

by and between

CITY OF COSTA MESA

and

C. J. SEGERSTROM & SONS, SEGERSTROM PROPERTIES LLC, AND HENRY T.
SEGERSTROM PROPERTIES LLC

DA-00-01
Ordinance No. 01-29

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Exhibit "B"	Map Showing Property and Its Location
Exhibit "C"	Existing Development Approvals
Exhibit "D"	Existing Land Use Regulations
Exhibit "E"	Future Development Approvals
Exhibit "F"	Community Benefits
Exhibit "G"	FAR and Trip Budget

DEVELOPMENT AGREEMENT FOR
HOME RANCH

This Development Agreement for Home Ranch (the "Agreement") is executed this 20th day of March, 2001 by and between the CITY OF COSTA MESA, a general law city ("CITY"), and C. J. SEGERSTROM & SONS, a California general partnership, SEGERSTROM PROPERTIES LLC, a California limited liability company, and HENRY T. SEGERSTROM PROPERTIES LLC, a California limited liability company, collectively referred to herein as "OWNER." CITY and OWNER are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

R E C I T A L S

A. OWNER is the fee owner of that certain property (the "Property") on which the Home Ranch Project is to be located, which property is more fully described in Exhibit "A" and shown in the map set forth on Exhibit "B", both attached hereto. The OWNER may, in the future, desire to develop the Property. Accordingly, OWNER has requested that CITY enter into this Agreement to provide assurances that the Property will be permitted to be developed in accordance with and subject to the provisions set forth herein and in CITY's "Existing Land Use Regulations", CITY's "Existing Development Approvals", and "the Future Development Approvals" to be obtained by developer, all as more particularly set forth herein.

B. Pursuant to California Government Code Section 65865, the CITY adopted its Resolution No. 88-53, on July 19, 1988, establishing procedures and requirements for the approval of development agreements ("CITY's Development Agreement Procedures and Requirements"). OWNER has applied to CITY pursuant to California Government Code Sections 65864-65869.5 (the "Development Agreement Statute"), and pursuant to said Resolution for approval of the Agreement set forth herein.

C. CITY has determined that development of the Home Ranch Project in the future will provide significant benefits to the community and promote the public health, safety and welfare for the following reasons, among others: (i) development of the Project will generate significant tax revenues that can be utilized to provide police, fire and other essential important public services to the community; (ii) development will put the Property to productive use consistent with the objectives of the CITY's General Plan; and (iii) development of the Project will provide a long term source of employment opportunities for residents of the CITY and the surrounding region. In consideration of OWNER's provision of these benefits, CITY has determined that it is appropriate to enter into this Agreement to provide assurances to OWNER that the Project will be permitted to be developed in accordance with and subject to the provisions set forth herein and in CITY's Existing Land Use Regulations, CITY's Existing Development Approvals, and the Future Development Approvals to be obtained by OWNER, all as more particularly set forth herein.

D. This Agreement will promote and encourage the development of the Project by providing the OWNER with a greater degree of certainty of the OWNER's ability to expeditiously and economically complete the development effort, and the parties agree that the

consideration to be received by the CITY pursuant to this Agreement and the rights secured to the OWNER hereunder constitute sufficient consideration to support the covenants and agreements of the CITY and the OWNER.

E. On September 24, 2001, the Planning Commission of CITY held a public hearing on OWNER's application for approval of this Agreement and recommended to the City Council of CITY that this Agreement be approved. On November 19, 2001, the City Council of CITY also held a public hearing on OWNER's application for approval of this Agreement.

F. In connection with its approval of the Project, final Environmental Impact Report No. 1048 ("FEIR") was prepared by the CITY and certified by the City Council on November 19, 2001. The FEIR is a Program EIR that analyzed potential adverse environmental impacts of full buildout of the Project.

G. In accordance with the Development Agreement Statute, CITY's Development Agreement Procedures and Requirements, and applicable law, on December 3, 2001, the City Council of CITY adopted its Ordinance No. 01-29 approving this Agreement.

COVENANTS:

Based upon the foregoing Recitals, which are incorporated into this Agreement by this reference and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, CITY and OWNER agree as follows:

1.0 DEFINITIONS AND EXHIBITS.

1.1 Definitions.

The following terms when used in this Agreement shall have the meanings set forth below:

(a) The term "Agreement" shall mean this Development Agreement, including the exhibits hereto, for the Home Ranch Project by and between the City of Costa Mesa and OWNER, as the same may be amended from time to time.

(b) The term "Building Permit" shall mean a permit issued by CITY for the construction of a building within the Project but shall specifically exclude permits for grading, surcharging, or the installation of subsurface utilities or related facilities.

(c) The term "CITY" shall mean the City of Costa Mesa, a municipal corporation organized and existing under the laws of the State of California.

(d) The term "CITY's Development Agreement Procedures and Requirements" means the CITY Resolution No. 88-53 adopted on July 19, 1988 titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ESTABLISHING PROCEDURES AND REQUIREMENTS FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS."

PROCEDURES AND REQUIREMENTS FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS.”

(e) The term “Development Agreement Statute” shall mean Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code.

(f) The terms “Development,” “development,” and “develop” mean the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Home Ranch Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction, demolition, reconstruction and redevelopment of buildings and structures; and the installation of landscaping.

(g) The term “Development Approvals” means all land use and building permits and entitlements subject to approval or issuance by CITY in connection with development of the Home Ranch Project, including, but not limited to:

- Parcel maps and/or lot line adjustments;
- Conditional use permits, final development permits and variances;
- Zoning changes;
- Preliminary and/or Final Master Plan approvals or amendments;
- Tentative and Final Subdivision Maps;
- Grading and building permits; and
- Occupancy permits.

(h) The term “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of public improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

(i) The term “Effective Date” means the date the ordinance approving this Agreement becomes effective. Subject to the provisions of the California Elections Code relating to referendum petitions, said ordinance will become effective 12:01 a.m. on the thirty-first (31st) day following its adoption by the CITY Council.

(j) The term “Existing Development Approvals” means all Home Ranch Project Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals include the Development Approvals listed on Exhibit “C” and incorporated herein by reference.

(k) The term "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date of this Agreement. The Existing Land Use Regulations are listed on Exhibit "D" and incorporated herein by reference.

(l) The term "FAR" or "Floor Area Ratio" means the gross floor area of all buildings within a project divided by the project lot area. Gross floor area is the total building area of all floors within the walls of all structures except elevator and other vertical shafts (including stairwells) and elevator equipment areas. Parking structures are not considered building area for purposes of calculating Floor Area Ratio. Project lot area is the total area of a project excluding required dedications or reservations for public improvements, including, but not limited to, streets, parks, schools, and flood control channels.

(m) The term "Future Development Approvals" means all Development Approvals required or requested subsequent to the Effective Date in connection with the development of the Property in accordance with the Existing Land Use Regulations, some of which are listed in Exhibit "E" attached hereto and incorporated herein by this reference, including any amendments or modifications thereto.

(n) The term "Home Ranch Project" or "Project" means the development of the Property pursuant to the Existing Land Use Regulations, the Existing Development Approvals, the Future Development Approvals, and the terms of this Agreement. The Project includes Retail, Industrial, Residential and Office uses. The Retail Portion includes a large, single-use, retail facility, on approximately 17.2 acres of the Property and the covering and improvement of the Greenville-Banning Channel and the Gisler Channel. The Industrial Portion includes a number of industrial buildings and related uses on approximately 14.5 acres. The Residential Portion includes single family detached and town homes and related uses on approximately 16 acres. The Office Portion includes a number of office buildings and related uses on approximately 45.4 acres of the Property.

(o) The term "Industrial Portion" means that portion of the Project, consisting of industrial park buildings and related uses, all on approximately 14.5 acres, located west of Susan Street between South Coast Drive and Sunflower Avenue, whose cumulative gross floor area, excluding any parking structures, will be approximately, but not exceed, 252,648 square feet and whose combined FAR will not exceed 0.40.

(p) The term "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing land use development and building construction, including, without limitation: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; Development Exactions; regulations regarding the rate, time or sequence of development; parking requirements and the design, improvement and construction standards and specifications applicable to the development of the Property.

(q) The term "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other secured lender, and their successors and assigns.

(r) The term "Office Portion" means that portion of the Project consisting of a number of office buildings ranging in size up to a maximum of five (5) stories, as well as ancillary uses and parking structures, all on approximately 45.4 acres, located south of South Coast Drive between Harbor Boulevard and Fairview Road, exclusive of the Retail Portion, whose cumulative gross floor area for all buildings (excluding parking structures) will be approximately, but not exceed, 791,050 square feet and whose combined FAR will not exceed 0.40 when applied to all buildings (excluding parking structures) comprising the Office Portion of the Project.

(s) The term "OWNER" shall collectively mean C. J. Segerstrom & Sons, a California general partnership, Segerstrom Properties LLC, a California limited liability company, and Henry T. Segerstrom Properties LLC, a California limited liability company, and their successors and assigns as referred to in Section 3.12 of this Agreement.

(t) The term "Party" shall refer singularly to CITY or OWNER and collectively to CITY and OWNER.

(u) The term "Program EIR" means an Environmental Impact Report prepared on a series of actions that can be characterized as one large project consistent with the provisions of section 15168 of the Guidelines (Title 14 Cal. Code Regs. §15000 et. seq.) for the California Environmental Quality Act.

(v) The term "Property" means the real property generally bounded by Sunflower Avenue to the north, the San Diego Freeway (I-405) to the south, Fairview Road to the east, and Harbor Boulevard to the West, within the City of Costa Mesa, Orange County, California as more particularly described on Exhibit "A" and depicted on Exhibit "B" to this Agreement.

(w) The term "Reservations of Authority" shall have the meaning ascribed in Section 2.3 of this Agreement.

(x) The term "Residential Portion" means that portion of the Project consisting of approximately, but not exceeding, 192 residential homes and related uses on approximately 16 acres located east of Susan Street and south of Sunflower Avenue. The homes will be a combination of single family detached and town homes.

(y) The term "Retail Portion" means that portion of the Project which consists of a two-story IKEA home furnishings store approximately, but no more than, 308,000 square feet in size and related parking facilities all on a 17.2 acre portion of the Property plus the covered Greenville-Banning and Gisler Channels located at the southeast corner of Harbor Boulevard and South Coast Drive. A Final Master Plan approval for this phase is included within the Existing Development Approvals.

(z) The term "Sales and Use Tax" means the allocation to CITY, from the State of California, of the taxes imposed by the State for (i) the privilege of selling tangible personal property at retail in this state and (ii) the use, storage or other consumption in this state of tangible personal property purchased from any retailer.

(aa) The term "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

(bb) The term "Trip Budget" means the maximum number of AM and PM peak hour trips allocated to a project site. The Trip Budget is derived by multiplying the project area by the allowable Floor Area Ratio and by the AM and PM peak hour trip generation rates for the applicable land use classification.

1.2 Exhibits.

The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" - Legal Description of the Property

Exhibit "B" - Map showing Property and its location

Exhibit "C" - Existing Development Approvals

Exhibit "D" - Existing Land Use Regulations

Exhibit "E" - Future Development Approvals

Exhibit "F" - Community Benefits

Exhibit "G" – FAR and Trip Budget

2.0 AGREEMENT AND ASSURANCES.

2.1 Agreement and Assurances on the Part of OWNER.

From and after the Effective Date, OWNER, in accordance with its sound business judgment, agrees to work toward development of the Home Ranch Project in accordance with the Existing Land Use Regulations, the Existing Development Approvals, and the Future Development Approvals to be obtained pursuant hereto. Not by way of limitation of the foregoing, OWNER shall comply with all conditions imposed by CITY on the Existing Development Approvals and all valid conditions consistent with this Agreement that CITY may impose on the Future Development Approvals.

OWNER represents that it intends to pursue development of the Home Ranch Project in accordance with this Agreement with reasonable diligence as it deems appropriate in its sound business judgment and consistent with its business goals. In this regard, it is understood that OWNER's development of the Property and each element thereof depends upon a number of factors including, but not necessarily limited to development and finalization of site plans and building programs, market demand and supply, the availability of financing, interest rates, and other conditions outside of OWNER's control. Accordingly, nothing in this Agreement shall be construed as requiring OWNER to develop the Property, or the Project, or any phase of the

Project, and any failure to develop the Property or the Project shall not be deemed a default by OWNER of its obligations set forth in this Agreement.

In addition to the foregoing, and as consideration for entering into this Agreement, OWNER shall provide the community benefits which are described in detail in attached Exhibit "F". Notwithstanding any other provision of this Agreement, the Office Portion of the Project shall be limited to office and office-related uses. Retail uses in the Office Portion of the Project shall be limited to retail uses ancillary to office development.

2.2 Agreement and Assurances on the Part of CITY.

CITY hereby agrees that commencing on the Effective Date, and continuing during the entire remaining term of this Agreement, OWNER shall have the vested right to carry out and complete the Project (including the Residential, Industrial, Office and Retail Portions of the Project) in accordance with the express provisions of this Agreement, the Existing Land Use Regulations, the Existing Development Approvals and, once the same have been obtained, the Future Development Approvals, to the full extent permitted by the Development Agreement Statute. Nothing in this Agreement shall provide OWNER with any rights, vested or otherwise, relating to any project other than the Home Ranch Project. In furtherance of such agreement and assurance, and pursuant to the authority and provisions set forth in the Development Agreement Statute, CITY further hereby agrees to and acknowledges the following:

2.2.1 General.

The uses permitted hereunder, the density and intensity of development, minimum lot sizes and building setbacks, the maximum height and size of buildings, and all other matters affecting land use and development of the Project shall be as set forth in the express provisions of this Agreement and the Existing Land Use Regulations, the Existing Development Approvals, and, once the same have been obtained, the Future Development Approvals. In addition, OWNER's applications for Future Development Approvals shall be reviewed pursuant to the provisions of the CITY's Existing Land Use Regulations with the exception that the applicable notice and appeal, reconsideration and review provisions shall be those in existence at the time of any appeal, request for reconsideration or review, or required notice.

2.2.2 CITY's Consideration and Approval of Requested Changes in the Project.

CITY acknowledges that the OWNER may in the future desire to change or modify the precise location, configuration, size and height of the proposed buildings and develop a mix of proposed uses after the Effective Date of this Agreement based upon more precise planning, changes in market demand, changes in development occurring in the vicinity, and similar factors. In such event, CITY shall cooperate with OWNER to expeditiously review and take final action on such requested changes in accordance with CITY's Existing Land Use Regulations. OWNER reserves the right to reduce the densities and intensities of uses and the heights and sizes of buildings below the maximums permitted by this Agreement. In no event, however, shall OWNER have the right hereunder to increase density, intensity or uses in the Project without fully complying with procedures in the Land Use Regulations in effect at such time the

request/application to increase the density, intensity or uses is processed with the CITY. No change to the Project which is consistent with the Existing Land Use Regulations shall require an amendment of this Agreement and, in the event any change in the Project proposed by OWNER is approved by the CITY, the references in this Agreement to the Project or applicable portion thereof shall be deemed to refer to the Project as so changed.

2.2.3 Timing of Development.

The Parties acknowledge that the most efficient and economic development of the Project depends upon numerous factors such as market orientation and demand, interest rates, competition, and similar factors. Accordingly, except as expressly provided in this Agreement, the timing, sequencing, and phasing of development shall be as determined by OWNER in its sole subjective business judgment and discretion unless it is a condition to a discretionary decision for a Future Development Approval or a Project change to which the OWNER consents. Not by way of limitation of the foregoing, the Parties acknowledge and agree that no moratorium, initiative, ordinance, resolution, or other land use regulation or limitation which is adopted after the Effective Date of this Agreement and which directly or indirectly relates to the conditioning, rate, timing, or sequencing of development of the Project, shall apply to or govern the development of the Project during the term hereof, whether any such regulation or limitation affects or applies to parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy permits, or any other licenses, permits, or entitlements to use issued or granted by CITY.

2.2.4 Reservations and Dedication of Lands For Public Purposes.

In recognition of the significant contributions and dedications by OWNER, OWNER shall not be required to dedicate, convey, or transfer any interest in land or to construct or install public improvements or facilities in conjunction with the Project, except (i) as expressly provided for in the Existing Development Approvals, (ii) as expressly set forth in the provisions of this Agreement, or (iii) as authorized by Existing Land Use Regulations in conjunction with the processing of Future Development Approvals. The provisions of this Section 2.2.4 are not intended to preclude the CITY's ability to require additional dedications and exactions such as curb cuts, turn pockets, interior streets, and signalization of intersections reasonably necessitated by the impacts of the development of the Project or the Property, in connection with Future Development Approvals as presently authorized by the Existing Land Use Regulations.

2.2.5 Development Exactions.

Except as otherwise expressly set forth in this Agreement and Exhibit "C", CITY shall not impose Development Exactions in conjunction with OWNER's development of the Property or the Project, excepting only those Development Exactions which are authorized by the Existing Land Use Regulations; provided, however, that the foregoing limitation on Development Exactions does not apply to (i) generally applicable processing, plan check, building permit, and inspection fees for the Project (it being understood that, as to such fees, OWNER shall pay the same fees that would be applicable in the absence of this Agreement) or (ii) any Development Exaction that is imposed, levied, collected, or required by any public agency, utility, district, or joint powers authority other than CITY, including but not limited to the San Joaquin Hills

Transportation Corridor Agency, Newport-Mesa Unified School District, Costa Mesa Sanitary District, and Mesa Consolidated Water District.

2.2.6 Allocation of FAR and Trip Budget and Density.

The Project is considered to be a project under single ownership or control at the time of the initial plan submittal and approval. Thus, under CITY zoning code Sections 13-68 and 13-69, the applicable FAR and Trip Budget shall be determined on the Project as a whole, rather than on a parcel by parcel basis. However, as set forth in Exhibit "G", the Existing Development Approvals specify a separate FAR and Trip Budget for the Retail Portion of the Project, a combined FAR and Trip Budget for the Office and Industrial Portions of the Project, and a separate Trip Budget for the Residential Portion of the Project. To the extent there is any conflict between Sections 13-68 and 13-69 and Exhibit "G", the FARs and Trip Budgets identified in Exhibit "G" shall govern. The OWNER may allocate the FAR and Trip Budget disproportionately between different parcels within any one of these Portions of the Project, provided that the overall FAR or Trip Budget within a respective Portion of the Project does not exceed its applicable maximum.

2.2.7 Future Environmental Review.

The potential environmental impacts of the Project were analyzed in the Program EIR. Future Development Approvals will be reviewed in light of the Program EIR to determine if any additional environmental documentation will be required. The determination will be made consistent with the applicable provisions of CEQA and the State CEQA Guidelines.

2.2.8 Other Governmental Permits.

Provided that OWNER pays the actual cost of such cooperation, as reasonably estimated by CITY, after CITY has approved the development of any portion of the Project, CITY shall cooperate with OWNER in its efforts to obtain such additional permits and approvals as may be required by any other governmental or quasi-governmental agencies having jurisdiction over such portion of the Project which permits and approvals are consistent with CITY's approval(s) and which are consistent with this Agreement. CITY does not warrant or represent that any other governmental or quasi-governmental permits or approvals will be granted.

2.2.9 City Review of Applications for Future Development Approvals.

CITY acknowledges and represents that the Future Development Approvals listed in Exhibit "E" are a non-exhaustive list of discretionary CITY development and building approvals that OWNER may request or be required to obtain in order to complete the development of the Project. All subsequent consideration by CITY of OWNER's applications for Future Development Approvals for the Project shall be subject to the terms and conditions set forth in this Agreement.

To the extent permitted by the Development Agreement Statute, in no event shall CITY disapprove, condition, or delay the processing of any applications for any Future Development Approval for reasons inconsistent with the Existing Land Use Regulations, the Existing Development Approvals, or the express provisions of this Agreement. If CITY is unable to

timely process any of OWNER's applications for Future Development Approvals, upon OWNER's request CITY shall consider engaging qualified outside consultants reasonably acceptable to OWNER to aid in such processing, provided that OWNER shall be required to advance all charges to be incurred by CITY for such outside consultants. In this regard, OWNER, in timely manner, will provide CITY with all documents, applications, plans and other information necessary for CITY to carry out its obligations hereunder and will cause OWNER's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefor.

After the date that CITY approves an application for a Future Development Approval, OWNER shall have the vested right to develop pursuant to said Future Development Approval, the Existing Development Approvals and the Existing Land Use Regulations to the same extent that OWNER has the vested right to develop pursuant to the Existing Development Approvals.

2.2.10 Traffic Impact Fee.

OWNER shall pay Citywide Traffic Impact Fees of \$3,887,910 (which allows up to 19,938 average daily trips (ADT) at \$195 per trip end) for General Plan level improvements. These fees shall be paid upon issuance of a Building Permit for the first building constructed on the project site following execution of this Agreement.

CITY and OWNER agree that, at the time future discretionary master plan permits are submitted for the construction of improvements within the Project, CITY shall perform additional traffic studies, as required by CEQA, to determine if there will be traffic impacts not anticipated in the FEIR. If such studies demonstrate new significant traffic impacts they shall be mitigated in a manner consistent with CEQA.

2.3 Reservations of Authority.

Notwithstanding anything to the contrary set forth in this Agreement, the following laws, ordinances, regulations, resolutions, guidelines, and official policies adopted or approved after the Effective Date of this Agreement shall apply to and govern development of the Project (collectively, the "Reservations of Authority"):

2.3.1 Processing Fees.

Generally applicable processing fees which include the CITY's actual cost, as may be reasonably estimated by CITY, of processing applications for Development Approvals.

2.3.2 Consistent Future City Regulations.

City ordinances, resolutions, regulations, and official policies governing development and building which are in furtherance of and not in conflict with this Agreement, the Existing Development Approvals, and the Existing Land Use Regulations shall apply to the Property and the Project.

2.3.3 Overriding State and Federal Laws and Regulations.

State and federal laws and regulations which are adopted or approved after the Effective Date of this Agreement which override OWNER's vested rights set forth in this Agreement shall apply to the Property and the Project, together with any CITY land use ordinances, resolutions, regulations, and official policies which are adopted or approved after the Effective Date of this Agreement and which are necessary to enable CITY to comply with such overriding State and federal laws and regulations, provided, however, that (a) OWNER does not waive its right to challenge or contest the validity of any such future State, federal, or local laws, regulations, ordinances, resolutions, or official policies, on their face or as applied to the Property and the Project; and (b) in the event that any such State or federal law or regulation (and/or any valid CITY ordinance, resolution, regulation, or official policy undertaken pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such overriding State, federal or local law, regulation, resolution, or official policy and this Agreement shall remain in full force and effect to the extent that it is not inconsistent with such overriding law, regulation, resolution or official policy and that performance of the remaining provisions of this Agreement would not be inconsistent with the intent and purposes of this Agreement. OWNER or CITY shall have the right to challenge, by appropriate judicial proceedings any such new law or regulation preventing compliance with the terms of this Agreement or the modification or suspension of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

2.3.4 Public Health and Safety.

Future CITY ordinances, resolutions, regulations and official policies which are reasonably necessary to protect the persons on the Property or in the immediate community, or both, from conditions dangerous to their health and/or safety.

2.3.5 Updated Uniform Codes.

Provisions of the building standards set forth in the California Building Standards Code in effect in the City at the time of the issuance of the Building Permit for a building or structure shall apply to the Property and the Project, including any valid local modifications to the State standards in effect at such time, including without limitation the applicable provisions of the Uniform Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, and Uniform Fire Code.

2.3.6 Public Works Improvement Standards.

To the extent OWNER is constructing or installing public works or facilities, the standards in effect for such public works or facilities at the time of CITY's issuance of a permit, license, or other authorization for construction or installation of same.

2.3.7 Assessment District and/or Community Facilities District.

The provisions of any benefit assessment district, community facilities district, business improvement district, or similar financing district that is validly formed pursuant to applicable law and made applicable to the Property and similarly situated property; provided, however, OWNER does not hereby consent to the formation of any such district or to the imposition of

any benefit assessment, special tax, fee, or charge against OWNER or the Property with respect thereto, and OWNER expressly reserves all of its legal rights with respect to the formation of any such district and the imposition of any assessment, special tax, fee, or charge against OWNER or the Property, including without limitation such rights to object and protest that would exist in the absence of this Agreement.

2.3.8 Regulations In Conflict.

Any regulations set forth in this Section 2.3 which are in conflict with the Project provided OWNER has given written consent to the application of such regulations to development of the Property.

2.3.9 Public Welfare.

Ordinances and regulations applicable on a City-wide basis establishing residential occupancy standards, energy conservation standards and living (minimum) wage standards.

2.3.10 Signs.

Amendments of and/or modifications to the CITY's sign ordinance.

2.4 Judicial Decisions.

Notwithstanding any other provisions of this Agreement, should a final decision of a court acting within its area of jurisdiction determine that any project approval issued by the CITY was improperly issued, the CITY shall be entitled to impose such additional conditions and mitigation measures which the CITY, in the reasonable exercise of its discretion, determines are appropriate to insure proper issuance of the challenged project approval and shall otherwise be authorized to comply with any lawful order issued by the court. Except as otherwise provided by law, CITY shall use reasonable efforts to insure that such new conditions or compliance requirements are consistent with the terms of this Agreement. If OWNER, in its sole discretion, determines that any of the proposed new conditions or compliance requirements are unacceptable it may elect to withdraw the challenged project application.

3.0 GENERAL PROVISIONS.

3.1 Effective Date of Agreement.

Subject to the applicable provisions of the California Elections Code relating to referendum petitions, this Agreement shall be effective on the Effective Date.

3.2 Duration of Agreement.

This Agreement shall be operative commencing on the Effective Date and continue thereafter until the date that is fifteen (15) years after the Effective Date, unless otherwise extended by the Parties, subject to earlier termination upon the completion, performance, and discharge of all obligations hereunder. In this regard, at the request of OWNER, the term of this Agreement shall expire as to any separate legal parcel comprising the Property on the later of the

following dates: (i) the date on which CITY issues its final certificate of occupancy or final inspection permitting occupancy of the completed building improvements for the development authorized by this Agreement or (ii) such later date or dates on which the initial tenants or occupants of the completed building improvements commence occupancy of the premises. Upon termination of this Agreement as to the Property as a whole or any separate legal parcel, each Party agrees to cooperate with the other in executing such document in recordable form as may be reasonably requested by the other Party to (i) memorialize said termination and (ii) remove this Agreement as a matter affecting title to the Property or such legal parcel on a title report, commitment or policy issued by any reputable title insurer. OWNER shall pay CITY's reasonable costs for preparation and review of such documents, including attorney fees incurred by CITY in such review and preparation.

3.3 Binding Effect of Agreement.

The Property is hereby made subject to this Agreement. Development of the Project on the Property is hereby authorized and shall be carried out in accordance with the terms of this Agreement.

3.4 Ownership of Property.

OWNER represents and covenants that it is the fee owner of the Property.

3.5 Periodic Review.

The periodic review described in Resolution No. 88-53 is applicable to this Agreement. In no event shall CITY's failure to conduct or complete a periodic review of OWNER's performance result in a termination or modification of OWNER's rights hereunder or constitute breach by the CITY of this Agreement.

3.6 Defaults and Remedies.

3.6.1 Notice and Opportunity to Cure.

Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Party seeking relief ("Nondefaulting Party") shall comply with the notice and cure provisions of this Section 3.6.1. The Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party (the "Defaulting Party") to perform any material duty or obligation of the Defaulting Party in accordance with the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure. The Defaulting Party shall be deemed in "default" of its obligations set forth in this Agreement if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within ten (10) days after the date of such notice (for monetary defaults) or within thirty (30) days after the date of such notice (for non-monetary defaults). If, however, a non-monetary default cannot be cured within such thirty (30) day period, but can be cured within twenty-four (24) months, as long as the Defaulting Party does each of the following: (i) notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(ii) notifies the Non-Defaulting Party in writing of the Defaulting Party's reasonable, proposed course of action, acceptable to the Non-Defaulting Party, to cure the default; (iii) promptly commences to cure the default within the thirty (30) day period; (iv) makes periodic reports every three (3) months to the Non-Defaulting Party as to the progress of the program of cure; and (v) diligently prosecutes such cure to completion; then in such event the Defaulting Party shall not be deemed in breach of this Agreement.

3.6.2 Default Remedies.

Subject to the foregoing, in the event of an uncured default, the Non-Defaulting Party, at its option, may institute legal action to cure, correct, or remedy such default, to enjoin any threatened or attempted violation, to enforce the terms of this Agreement by specific performance, or other equitable remedies. In no event shall monetary damages of any kind be available as a remedy for breach of this Agreement. In addition, in the event of an uncured material default by OWNER, CITY reserves its available remedies under the Development Agreement Statute and CITY's Development Agreement Procedures and Requirements to amend or terminate this Agreement; provided, however, that OWNER does not hereby consent to any unilateral amendments to this Agreement that increase or materially alter OWNER's obligations hereunder or that are not limited in purpose and effect to measures needed to cure or remedy the particular default in question. The remedies set forth in this Section 3.6.2 shall be the exclusive remedies of the Parties hereto with respect to this Agreement.

3.6.3 No Cross-Defaults.

In the event that this Agreement is assigned by OWNER in connection with the sale, lease, sublease, or other transfer, of a portion of the Property, to any entity in which the OWNER has no interest, and a default subsequently occurs with respect to any part of the Property so sold, leased, subleased, or otherwise transferred, such default shall not be considered a default as to any nontransferred remaining Property and the CITY shall not be entitled to any remedies with respect to the non-defaulted portion of the Property or the owner of said Property or to enforce or terminate this Agreement with respect thereto. Notwithstanding the foregoing, the CITY shall be entitled to all equitable and non-monetary legal remedies with respect to all portions of the Property and OWNER of said Property to enforce or terminate this Agreement with respect to any default which existed prior to the sale, lease, sublease or transfer by OWNER.

3.6.4 Force Majeure.

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, or other cause, without fault and beyond the reasonable control of such Party. If any such events shall occur, the time for performance by either party of any of its obligations hereunder shall be extended by the parties for the period of time that such events prevented such performance.

3.7 Cooperation in the Event of Legal Challenge.

In the event of any legal action instituted by a third party, including without limitation any other governmental entity or official, challenging the validity of this Agreement or any

Development Approval granted pursuant to this Agreement, the parties agree to cooperate fully with each other in defending such action; provided, however, that OWNER shall, at its sole expense, defend, indemnify and hold harmless the CITY, its officers, employees, agents and consultants from any claim, action, or proceeding against the CITY, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other CITY decision-making body, or CITY staff action concerning the Project. Subject to the limitations below, OWNER shall pay the CITY's reasonably incurred defense costs, including attorney fees, expert consultant and witness costs, and all other reasonably incurred litigation related expenses, and shall reimburse the CITY for court costs which the CITY may be required to pay as a result of such defense. OWNER shall further pay any adverse financial award which may issue against the CITY including but not limited to any award of attorney fees to a party challenging such Project approval. If the approval of the Project results in a referendum, OWNER shall further reimburse the CITY for all its costs and expenses, and including but not limited to reasonable attorney fees, related to such referendum and any litigation related thereto. The CITY shall retain the right to select its counsel of choice in any action referred to herein. However, as to attorney fees only, if CITY retains legal counsel separate from that of OWNER, OWNER shall only be solely responsible for the first \$350,000 in reasonable attorney fees payable to such counsel. Any such attorney fees in excess of \$350,000 shall be the full responsibility of CITY. Notwithstanding any other provision of this Agreement, this Section 3.7 shall become effective and binding upon execution of this Agreement by both Parties.

3.8 Mortgagee Rights.

3.8.1 Encumbrances on the Property.

The Parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole and absolute discretion, from encumbering the Property or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback, or other form of secured financing ("Mortgage") with respect to the construction, development, use, or operation of the Project.

3.8.2 Mortgagee Protection.

To the extent legally permissible, this Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. Any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by the holder of a Mortgage (a "Mortgagee"), pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise, shall be subject to all of the terms and conditions of this Agreement and any such Mortgagee who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement, provided Mortgagee complies with Section 3.8.3 below.

3.8.3 Mortgagee Not Obligated.

Attn: City Attorney

If to OWNER:

C. J. Segerstrom & Sons
3315 Fairview Road
Costa Mesa, CA 92626
Attn: Paul Freeman and Barney Page

With a copy to:

Pillsbury Winthrop LLP
650 Town Center Drive
7th Floor
Costa Mesa, CA 92626
Attn: William R. Devine, Esq.

3.9.3 Changes In Noticed Parties.

Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3.10 Severability.

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, in such event the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of the invalidated or voided provision, covenant, and condition can be accomplished to the maximum extent legally permissible; provided, however, that in no event shall either Party be required to agree to an amendment or modification of this Agreement that materially adversely impacts its rights or materially increases its obligations or risks as set forth herein.

3.11 Time of Essence.

Time is of the essence in the performance of each provision of this Agreement as to which there is a time element.

3.12 Successors and Assigns.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. To the extent of OWNER's (and its successors' and assigns') interest in the Property, the covenants of OWNER set forth in this Agreement shall be covenants running with the land and enforceable to the full extent permitted by applicable law.

Nothing set forth in this Agreement shall prohibit OWNER from selling, leasing, subleasing, or otherwise transferring all or any portion of the Property together with a transfer or

assignment of all of the rights and obligations of this Agreement as they apply to such portion of the Property, and CITY's approval or consent shall not be required in connection therewith. Upon the effective date of any such sale, lease, sublease, or other transfer, the seller, lessor, sublessor, or other transferor automatically shall be released from any executory obligations to CITY hereunder with respect to the portion of the Property so sold, leased, subleased, or transferred; provided, however, that unless CITY releases the seller, lessor, sublessor, or other transferor in writing, it shall remain responsible to CITY for performance of any obligations as to which it was in default as of the effective date of the transfer.

3.13 Effect on Title.

OWNER and CITY agree that if this Agreement terminates as to any portion of the Property, it shall not thereafter continue as an obligation that applies to such portion of the Property.

3.14 Parties in Interest.

This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and their respective successors and assigns in interest), and not for the benefit of any other individual or entity. No other person shall have any right of action based upon any provision of this Agreement.

3.15 Further Actions and Instruments.

Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. OWNER shall pay CITY's reasonable costs for preparation and review of such documents including attorney fees incurred by CITY in such review and preparation.

3.16 Estoppel Certificates.

Either Party hereunder may, at any time, but in no event exceeding six (6) times during any calendar year, deliver written notice to the other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within a reasonable time following the receipt thereof. OWNER shall pay CITY's reasonable costs, including attorney fees, incurred in complying with this Section.

3.17 Recordation.

3.18 Section Headings.

All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

3.19 Rules of Construction.

As used herein, the singular of any word includes the plural and the masculine gender includes the feminine.

3.20 Mutual Covenants.

The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

3.21 Releases.

CITY hereby covenants and agrees that upon completion of the Project as provided under this Agreement, or any portion thereof, at the request of OWNER, CITY shall execute and deliver to the Orange County Recorder an appropriate release of OWNER of further obligations under this Agreement, for the portion of the completed Project. OWNER shall pay CITY's reasonable costs, including attorney fees, incurred in complying with this Section.

3.22 Applicable Law.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

3.23 Project as a Private Undertaking.

It is understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the OWNER of such property.

3.24 Approvals, Reasonableness.

Except when this Agreement specifically authorizes a Party to withhold its approval or consent in its sole and absolute discretion, when either CITY or OWNER shall require the approval or consent of the other Party in fulfilling any covenant, provision, or condition set forth herein, such approval or consent shall not be unreasonably withheld, conditioned, or delayed by the Party from whom such approval or consent is sought.

3.25 Amendments and Waivers.

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in a writing signed by duly authorized representatives of both Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

3.26 Authority to Execute.

The persons executing this Agreement warrant and represent that they have the authority to execute this Agreement and represent that they have the authority to bind the Parties for which they are signing to the performance of the obligations hereunder.

3.27 Entire Agreement.

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions and agreements between the Parties with respect to all or part of the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

3.28 Litigation Expenses.

In any judicial proceeding or arbitration between the Parties (collectively, "Action") in any way connected with or arising out of the terms and provisions of this Agreement, the prevailing Party in such Action shall be awarded all of its actual and reasonable costs and expenses (whether or not the same would be recoverable pursuant to Code of Civil Procedure §1033.5 or 1717 in the absence of this Agreement), including but not limited to expert witness fees, attorney fees, and costs of investigation and preparation prior to the commencement of the Action. The right to recover such costs and expenses shall accrue upon commencement of the Action, regardless of whether the Action is prosecuted to a final judgment or decision.

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

CITY OF COSTA MESA

By: Linda W. Brown
MAYOR OF COSTA MESA

ATTEST:

Mary T. Elliott - Deputy
CITY CLERK, CITY OF COSTA MESA
APPROVED AS TO FORM:

Tom Wood
CITY ATTORNEY, CITY OF COSTA MESA

C. J. SEGERSTROM & SONS, a California general partnership

By: HTS Management Company, Inc., a California corporation, Manager
Frank Daniels
By: Frank Daniels
Its: President

By: Henry T. Segerstrom Management, LLC, a California limited liability company, Manager

By: Henry T. Segerstrom
Its: Manager

SEGERSTROM PROPERTIES LLC, a California limited liability company

By: Henry T. Segerstrom Properties, LLC, a California limited liability company, Manager

By: Henry T. Segerstrom
Its: Manager

By: Ruth Ann Moriarty Properties LLC, a California limited liability company, Manager

By: Ruth Ann Moriarty
Its: _____

HENRY T. SEGERSTROM PROPERTIES LLC, a California limited liability company

By: Henry T. Segerstrom Management, LLC, a California limited liability company, Manager

By: Henry T. Segerstrom
Its: Manager



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

DEVELOPMENT SERVICES DEPARTMENT

**FOR ATTACHMENTS NOT INCLUDED IN THIS REPORT,
PLEASE CONTACT THE CITY CLERK AT (714) 754-5223**