

APN: 425-421-34
TITLE REPORT NO: O-SA-2177285
PROJECT: Newport Boulevard Improvement Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this ____ day of _____, 200~~6~~⁷ by and between the City of Costa Mesa (hereinafter called "Buyer"), and 17th & Newport LLC, a California Limited Liability Company (hereinafter called "Seller") for acquisition by Buyer of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), all that certain real property (hereinafter called "Property") situated in the City of Costa Mesa, County of Orange, State of California, and legally described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

**TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS
(\$26,500.00)**

3. CONVEYANCE OF TITLE. Seller agrees to convey by Easement Deed to Buyer an easement for highway purposes to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Sections 4986 and 5086 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
 - b. Public or quasi-public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).
 - c. Items numbered 3, 4, 5, 6, and 8 in the above referenced preliminary title report issued by First American Title Insurance Company dated March 20, 2006.
- 3.1. Seller agrees to convey to Buyer a Temporary Construction Easement in, on, over and above the portion of the subject property depicted on the attached Exhibit "C" and incorporated herein by this reference.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of said deed(s) to Buyer, provide the City with CLTA Standard Coverage Policy of Title Insurance in the amount of \$26,500.00 issued by First American Title Insurance Company, showing the title to the property vested in Buyer, subject only to the exceptions set forth in Paragraph 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.
5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of the Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

6. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- a. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;
- b. Pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those subject to which title is to be taken in accordance with the terms of this Agreement;
- c. Pay and deduct from the amounts payable to Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except penalty (if any), for payment in full in advance of maturity, shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled to thereunder;
- d. Pay and charge Buyer for all recording fees incurred in this transaction including payment of reconveyance fees and forwarding fees for partial or full reconveyances of deeds of trust or release or mortgage by Buyer;
- e. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;
- f. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual escrow fees, charges, and costs which arise in this escrow.
8. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the subject Property or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of this subject Property; however Seller and Buyer, and each and all of their individual collective agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.
9. CONSTRUCTION CONTRACT AND CURATIVE WORK.
 - a. It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2 hereinabove, the Buyer, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:
 - i. Restoration of any landscape damaged by the contractor during construction
 - ii. Repair and reconfiguration of any irrigation systems removed or damaged by the contractor during construction

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found. Permission is hereby granted Buyer's contractor to enter upon the Seller's remaining property, as necessary, for purposes of completing the work described in this Paragraph.

10. PERMISSION TO ENTER ON PREMISES. It is understood and agreed that for project planning and funding purposes the Seller hereby grants to Buyer and authorized agents or contractors, the right of possession to the area described in Exhibits "C" on June 30, 2006 to perform the work described in Paragraph 9a. However, said right of possession and use shall not be exercised prior to the Buyer, or Buyer's agent, providing Seller with a 48-hour prior written notice to perform the construction items listed in Paragraph 9a above.

The right to use the temporary easement (Exhibit C) shall continue in effect for a period of five (5) months. All efforts shall be made to complete the described work within the proscribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials). It is agreed that should the actual use extend beyond the time period delineated above, and the occurrence is verified through the contractor or City/State project inspection logs, the Buyer agrees to pay at the rate of \$828.27 per month, prorated to the actual date of Buyer's termination of use.

It is further understood that in no event shall the temporary right granted herein extend beyond the completion of the construction project or June 30, 2008, whichever is earlier.

11. DISCLOSURE. It is understood and agreed that in the event the Seller plans to sell, lease, or rent the area described in Exhibit C prior to the completion of the project as defined in Paragraph 10 above, the Sellers shall inform, in writing, any and all parties involved in said sale, lease, or rental of this temporary easement acquisition and associated construction project by the Buyer.
12. PROPERTY CONDITION. The Seller agrees that no improvements, other than those already on the temporary construction easement area shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements within the easement area, which may hereafter be placed thereon, are at the Seller's risk and without expectation of payment if removed by Buyer or Buyer's agent.
13. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.
14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Buyer under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.
15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any of the Property's buildings or improvements encroach on other properties.
- c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.
- d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- f. Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.
- g. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C.

§1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601).

- h. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.
16. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow, except for any failure to comply with any lawful order of any state, local or national governmental agency requiring clean up, remediation, testing, or other action relating to any release of any hazardous material which preceded close of escrow.
17. COUNTERPARTS. This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.
19. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. Buyer and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.

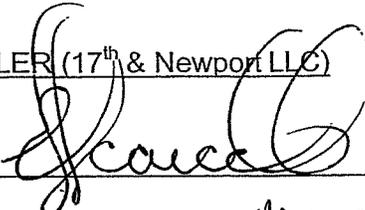
20. JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.
21. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
22. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.
23. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

17th & Newport LLC
C/o Mr. Eugene Scarcello
170 Vander Street, Suite F
Corona, CA 92880

SELLER (17th & Newport LLC)

By: 
Its: MANAGING MEMBER

By: _____

Its: _____

MAILING ADDRESS OF BUYER

City Clerk
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200

BUYER

Approved:

By: _____

Date

Approved as to Form:

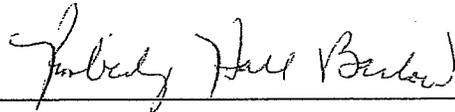
By: 

EXHIBIT A
LEGAL DESCRIPTION

AP NO. 425-423-34

THAT PORTION OF PARCEL 1 IN LOT LINE ADJUSTMENT NO. LL-96-04, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS RECORDED JANUARY 30, 1997 AS INSTRUMENT NO. 19970045085 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

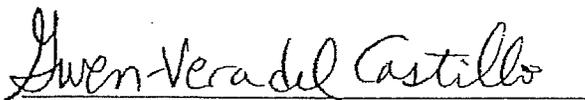
COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 1, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.390 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 73°00'47" WEST; THENCE SOUTHWESTERLY 31.673 METERS ALONG SAID CURVE, ALSO BEING THE NORTHWESTERLY LINE OF SAID PARCEL 1, THROUGH A CENTRAL ANGLE OF 01°30'48" TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY LINE NONTANGENT SOUTH 00°52'02" WEST 2.127 METERS TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1156.500 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 75°19'39" WEST; THENCE SOUTHWESTERLY 28.109 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'37" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 6.600 METERS; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY 13.201 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°36'08"; THENCE NONTANGENT NORTH 82°55'24" EAST 1.634 METERS TO THE SOUTHERLY LINE OF SAID PARCEL 1, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 217.323 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 12°38'13" WEST; THENCE SOUTHWESTERLY 1.790 METERS ALONG SAID CURVE, ALSO BEING SAID SOUTHERLY LINE OF SAID PARCEL 1 THROUGH A CENTRAL ANGLE OF 00°28'19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 7.010 METERS; THENCE NORTHWESTERLY AND NORTHERLY 14.345 METERS ALONG SAID CURVE, ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THROUGH A CENTRAL ANGLE OF 117°14'34" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.390 METERS; THENCE NORTHEASTERLY 28.048 METERS ALONG SAID CURVE, ALSO BEING THE NORTHWESTERLY LINE OF SAID PARCEL 1 THROUGH A CENTRAL ANGLE OF 01°20'34" TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF SHOWN AS LOT C IN THE EASEMENT DEED TO THE CITY OF COSTA MESA RECORDED JANUARY 2, 1997 AS INSTRUMENT NO. 19970000646 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

CONTAINING 24.72 SQUARE METERS, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 21ST DAY OF DECEMBER, 2005.



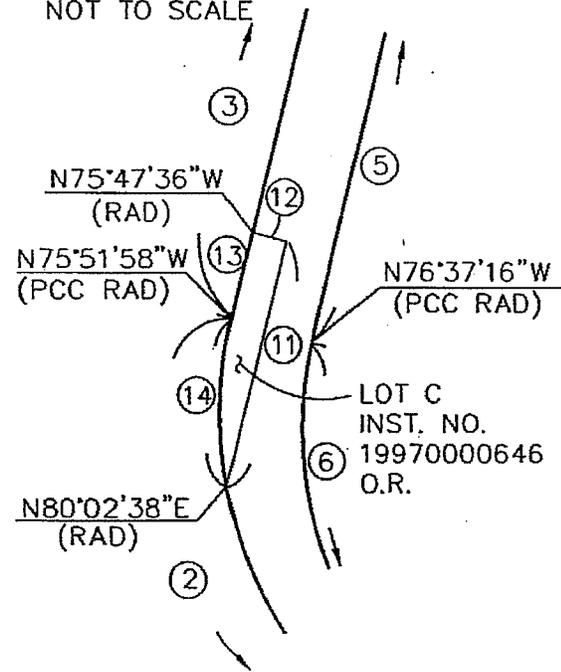
GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07





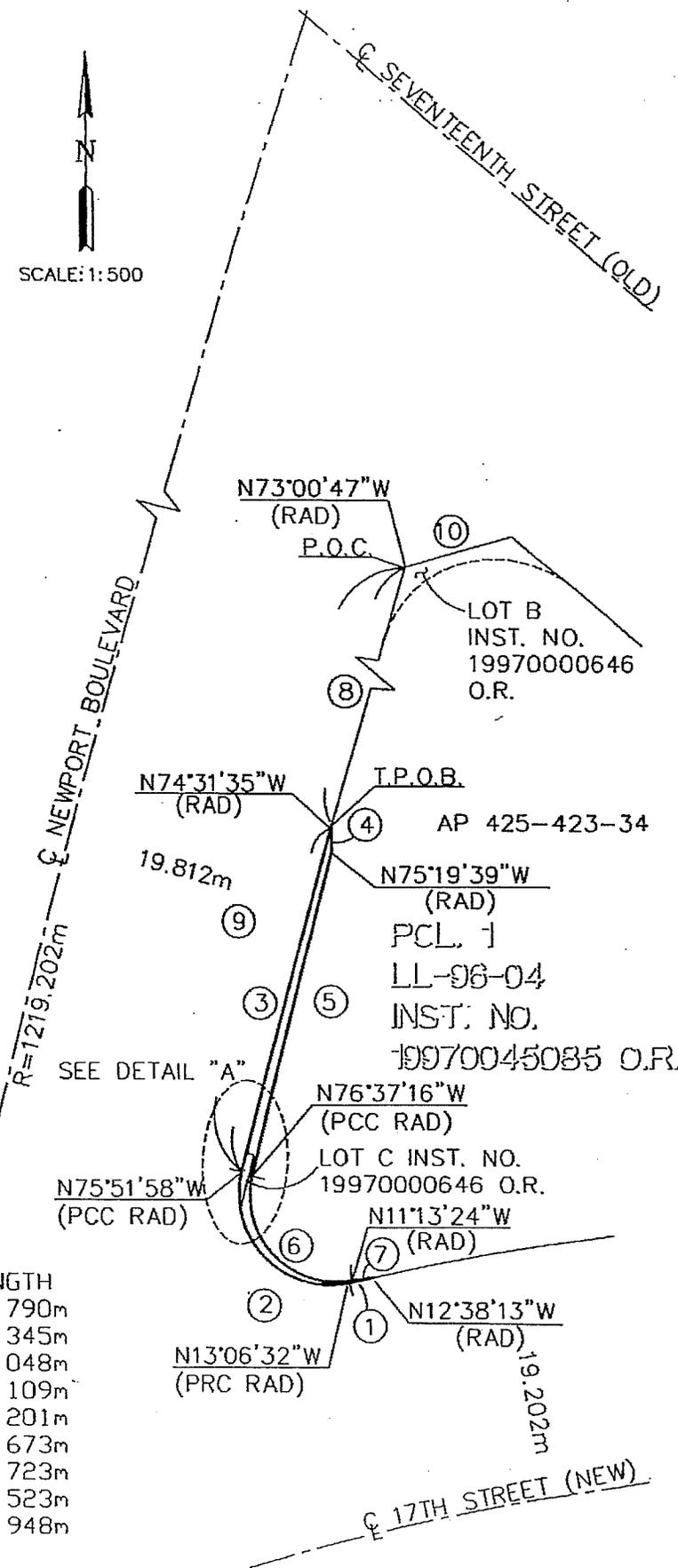
SCALE: 1:500

DETAIL "A"
NOT TO SCALE



	BEARING	DISTANCE
4	S00° 52' 02" W	2.127m
7	N82° 55' 24" E	1.634m
10	N73° 52' 39" E	8.653m
11	N14° 07' 59" E	4.384m
12	N75° 47' 36" W	0.610m

	RADIUS	DELTA	LENGTH
1	217.323m	00° 28' 19"	1.790m
2	7.010m	117° 14' 34"	14.345m
3	1199.390m	01° 20' 24"	28.048m
5	1156.500m	01° 17' 37"	26.109m
6	6.600m	114° 36' 08"	13.201m
8	1199.390m	1° 30' 48"	31.673m
9	1199.390m	2° 51' 11"	59.723m
13	1199.390m	0° 04' 22"	1.523m
14	7.010m	24° 05' 24"	2.948m



JOB #: 103-012
DATE: 12/02/05
SCALE: 1:500
SHEET 1 OF 1

EXHIBIT "B"

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT C
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 425-423-34

THAT PORTION OF PARCEL 1 IN LOT LINE ADJUSTMENT NO. LL-96-04, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS RECORDED JANUARY 30, 1997 AS INSTRUMENT NO. 19970045085 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 1, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.390 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 73°00'47" WEST; THENCE SOUTHWESTERLY 31.673 METERS ALONG SAID CURVE, ALSO BEING THE NORTHWESTERLY LINE OF SAID PARCEL 1, THROUGH A CENTRAL ANGLE OF 01°30'48" TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY LINE NONTANGENT SOUTH 00°52'02" WEST 2.127 METERS TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1156.500 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 75°19'39" WEST; THENCE SOUTHWESTERLY 26.109 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'37" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 6.600 METERS; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY 13.201 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°36'08"; THENCE NONTANGENT NORTH 82°55'24" EAST 1.634 METERS TO THE SOUTHERLY LINE OF SAID PARCEL 1, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 217.323 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 12°38'13" WEST; THENCE NORTHEASTERLY 2.271 METERS ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 00°35'55"; THENCE NONTANGENT NORTH 11°13'24" WEST 2.145 METERS; THENCE SOUTH 78°10'38" WEST 4.777 METERS; THENCE NORTH 76°50'49" WEST 2.100 METERS; THENCE SOUTH 13°08'42" WEST 0.323 METERS; THENCE NORTH 76°51'47" WEST 1.000 METER TO A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1151.900 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 76°51'47" WEST; THENCE NORTHEASTERLY 1.722 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2.400 METERS; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY 3.765 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°52'51"; THENCE NORTH 76°39'30" WEST 1.202 METERS; THENCE NORTH 13°21'58" EAST 0.983 METERS; THENCE SOUTH 76°36'34" EAST 0.259 METERS; THENCE NORTH 15°06'59" EAST 9.243 METERS; THENCE SOUTH 76°09'04" EAST 0.851 METERS; THENCE NORTH 15°32'51" EAST 25.498 METERS; THENCE NORTH 74°53'06" WEST 3.252 METERS TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.390 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 74°11'54" WEST; THENCE SOUTHWESTERLY 6.865 METERS ALONG SAID CURVE AND ALONG SAID NORTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 00°19'41" TO THE TRUE POINT OF BEGINNING.

CONTAINING 118.08 SQUARE METERS, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

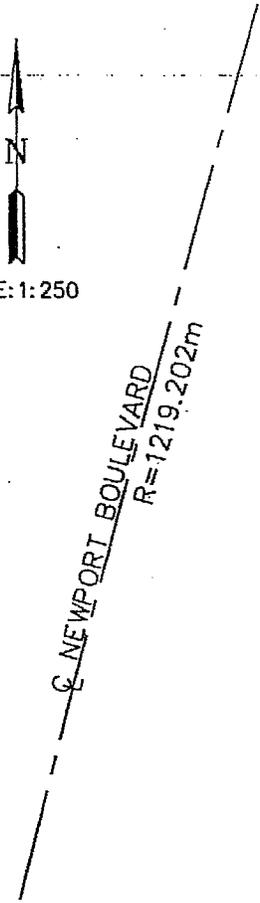
DATED THIS 21ST DAY OF DECEMBER, 2005.



GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07

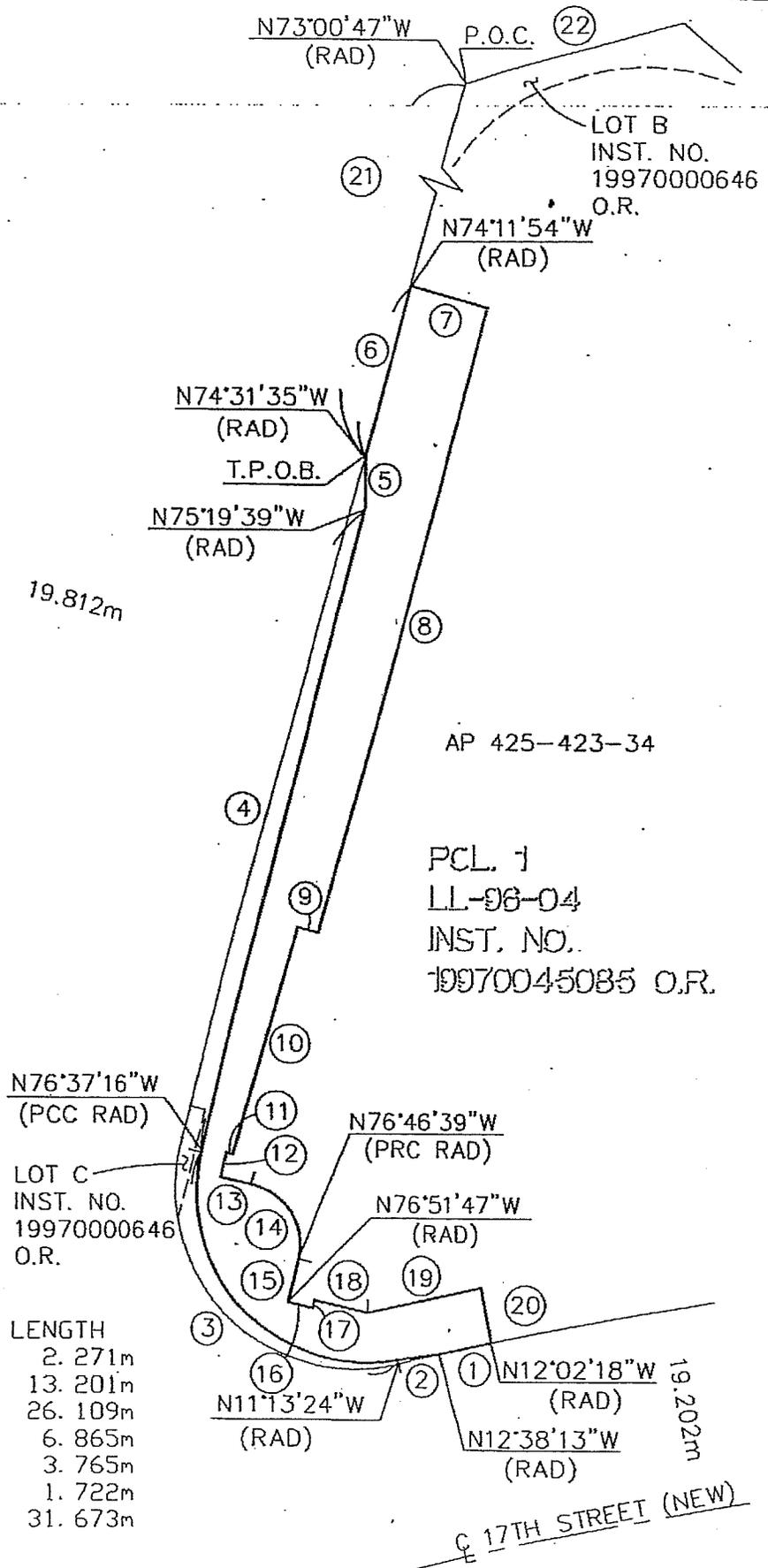


SCALE: 1:250



	BEARING	DISTANCE
2	S82° 55' 24" W	1.634m
5	N00° 52' 02" E	2.127m
7	S74° 53' 06" E	3.252m
8	S15° 32' 51" W	25.498m
9	N76° 09' 04" W	0.851m
10	S15° 06' 59" W	9.243m
11	N76° 36' 34" W	0.259m
12	S13° 21' 58" W	0.983m
13	S76° 39' 30" E	1.202m
16	S76° 51' 47" E	1.000m
17	N13° 08' 42" E	0.323m
18	S76° 50' 49" E	2.100m
19	N78° 10' 38" E	4.777m
20	S11° 13' 24" E	2.145m
22	N73° 52' 39" E	8.653m

	RADIUS	DELTA	LENGTH
1	217.323m	00° 35' 55"	2.271m
3	6.600m	114° 36' 08"	13.201m
4	1156.500m	01° 17' 37"	26.109m
6	1199.390m	00° 19' 41"	6.865m
14	2.400m	89° 52' 51"	3.765m
15	1151.900m	00° 05' 08"	1.722m
21	1199.390m	1° 30' 48"	31.673m



AP 425-423-34

PCL. 1
LL-98-04
INST. NO.
19970045085 O.R.

N76°37'16"W
(PCC RAD)
LOT C
INST. NO.
19970000646
O.R.

N76°46'39"W
(PRC RAD)
N76°51'47"W
(RAD)

N11°13'24"W (RAD)
N12°02'18"W (RAD)
N12°38'13"W (RAD)

JOB #: 103-012
DATE: 12/02/05
SCALE: 1:250
SHEET 1 OF 1

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

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

City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Attention: City Clerk

(Space above this line for Recorder's use)

**Exempt from Recording Fee
Government Code Section 6103**

**Exempt from Documentary Transfer Tax
Revenue & Taxation Code § 11922**

Assessor's Parcel Number: 425-423-34
Deed No.: 3595
Location: 1696 NEWPORT BLVD.

All
 Portion

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

17TH & NEWPORT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

grants and conveys to the **CITY OF COSTA MESA, a Municipal Corporation**, all rights, title and interests, to that real property in the City of Costa Mesa, County of Orange, State of California described on Exhibit "A" and shown on Exhibit "B", which exhibits are attached hereto and by reference made a part hereof.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

As used above, the term "grantor" shall include the plural as well as the singular number.

IN WITNESS WHEREOF, the grantor hereto has caused this Grant Deed to be executed as of this 22 day of Dec, 2006.

17th & Newport LLC, a California limited liability company

By: _____

By: 
EUGENE S. SCARCE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain Grant Deed attached hereto from 17th & Newport LLC, a California limited liability company to the City of Costa Mesa, is hereby accepted by the City Clerk of the City of Costa Mesa on behalf of the City Council of said City, pursuant to authority conferred by Resolution No 74-75 of the City Council of the City of Costa Mesa, adopted on the 1st day of October, 1974, and the grantee consents to recordation thereof by its duly authorized officer, namely, the City Clerk of the City of Costa Mesa.

Dated: _____

City Clerk and ex-officio Clerk of the
City Council of the City of Costa Mesa

EXHIBIT A
LEGAL DESCRIPTION

AP NO. 425-423-34

THAT PORTION OF PARCEL 1 IN LOT LINE ADJUSTMENT NO. LL-96-04, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS RECORDED JANUARY 30, 1997 AS INSTRUMENT NO. 19970045085 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

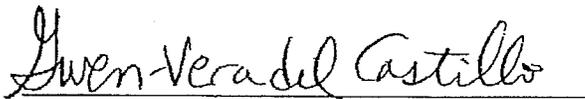
COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 1, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.390 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 73°00'47" WEST; THENCE SOUTHWESTERLY 31.673 METERS ALONG SAID CURVE, ALSO BEING THE NORTHWESTERLY LINE OF SAID PARCEL 1, THROUGH A CENTRAL ANGLE OF 01°30'48" TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY LINE NONTANGENT SOUTH 00°52'02" WEST 2.127 METERS TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1156.500 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 75°19'39" WEST; THENCE SOUTHWESTERLY 26.109 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'37" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 6.600 METERS; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY 13.201 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°36'08"; THENCE NONTANGENT NORTH 82°55'24" EAST 1.634 METERS TO THE SOUTHERLY LINE OF SAID PARCEL 1, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 217.323 METERS, A RADIAL BEARING TO SAID POINT BEARS NORTH 12°38'13" WEST; THENCE SOUTHWESTERLY 1.790 METERS ALONG SAID CURVE, ALSO BEING SAID SOUTHERLY LINE OF SAID PARCEL 1 THROUGH A CENTRAL ANGLE OF 00°28'19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 7.010 METERS; THENCE NORTHWESTERLY AND NORTHERLY 14.345 METERS ALONG SAID CURVE, ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THROUGH A CENTRAL ANGLE OF 117°14'34" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.390 METERS; THENCE NORTHEASTERLY 28.048 METERS ALONG SAID CURVE, ALSO BEING THE NORTHWESTERLY LINE OF SAID PARCEL 1 THROUGH A CENTRAL ANGLE OF 01°20'34" TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF SHOWN AS LOT C IN THE EASEMENT DEED TO THE CITY OF COSTA MESA RECORDED JANUARY 2, 1997 AS INSTRUMENT NO. 19970000646 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

CONTAINING 24.72 SQUARE METERS, MORE OR LESS.

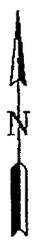
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 21ST DAY OF DECEMBER, 2005.



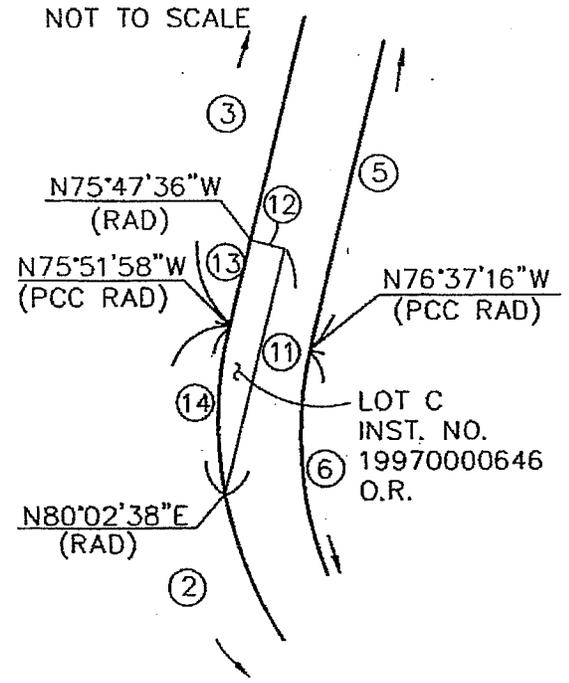
GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07





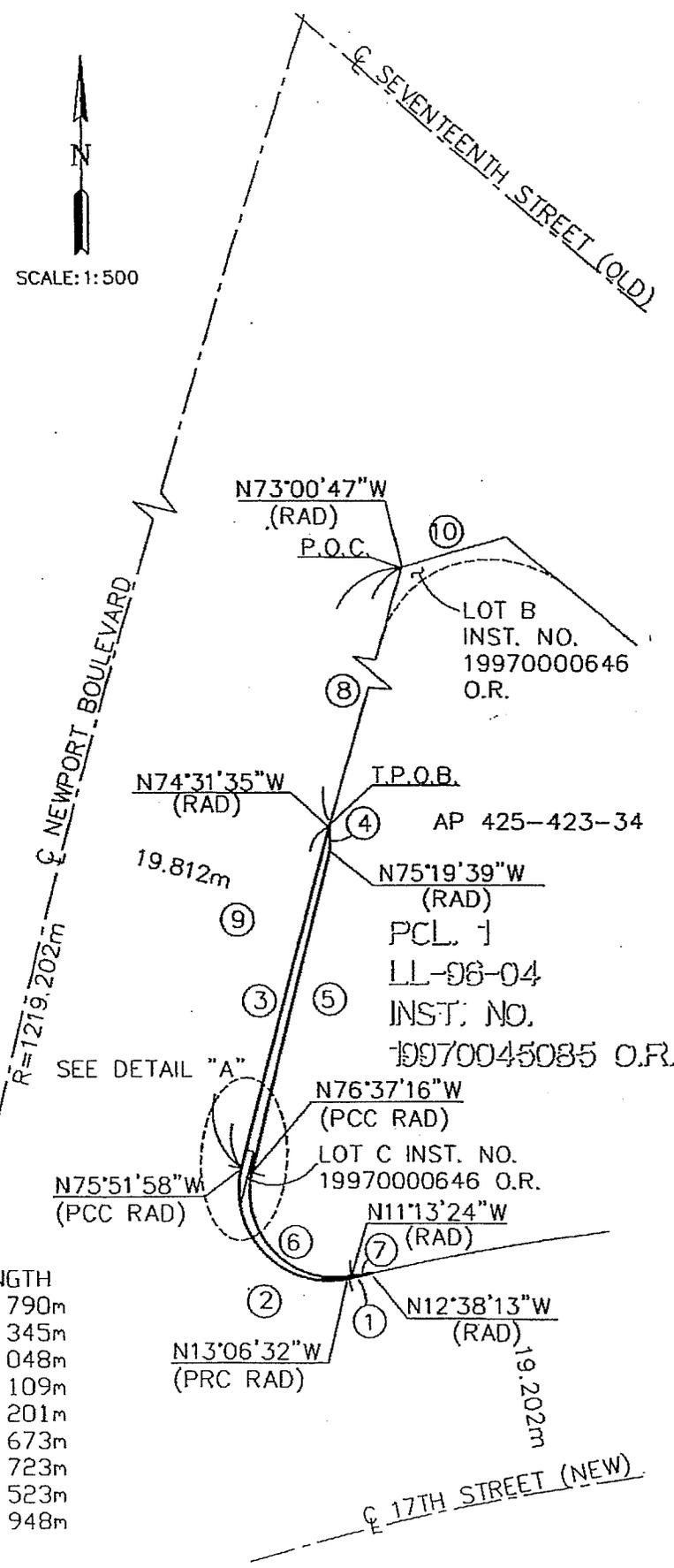
SCALE: 1:500

DETAIL "A"
NOT TO SCALE



	BEARING	DISTANCE
4	S00° 52' 02" W	2.127m
7	N82° 55' 24" E	1.634m
10	N73° 52' 39" E	8.653m
11	N14° 07' 59" E	4.384m
12	N75° 47' 36" W	0.610m

	RADIUS	DELTA	LENGTH
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5	1156.500m	01° 17' 37"	26.109m
6	6.600m	114° 36' 08"	13.201m
8	1199.390m	1° 30' 48"	31.673m
9	1199.390m	2° 51' 11"	59.723m
13	1199.390m	0° 04' 22"	1.523m
14	7.010m	24° 05' 24"	2.948m



JOB #: 103-012
DATE: 12/02/05
SCALE: 1:500
SHEET 1 OF 1

EXHIBIT "B"

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266