



CITY COUNCIL AGENDA REPORT

MEETING DATE: APRIL 3, 2007

ITEM NUMBER: _____

SUBJECT: ORDINANCE 07-5 APPROVING DEVELOPMENT AGREEMENT AMENDMENT DA-07-01 TO THE SEGERSTROM HOME RANCH DEVELOPMENT AGREEMENT(DA-00-01) 1201 SOUTH COAST DRIVE

DATE: MARCH 21, 2007

FROM: DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTATION BY: KIMBERLY BRANDT, AICP, PRINCIPAL PLANNER

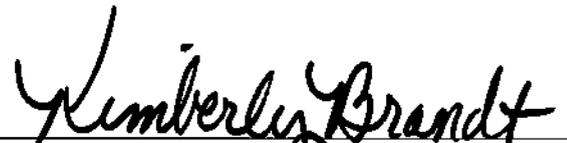
FOR FURTHER INFORMATION CONTACT: KIMBERLY BRANDT (714) 754-5604

RECOMMENDATION:

Give second reading to Ordinance 07-5 approving Development Agreement Amendment DA-07-01 that amends the Segerstrom Home Ranch Development Agreement in respect to the Susan Street Exit Ramp project.

BACKGROUND/ANALYSIS:

On March 20, 2007, City Council gave this ordinance first reading, on a 5-0 vote. Staff has no further information on this item.


KIMBERLY BRANDT, AICP
Principal Planner


DONALD D. LAMM, AICP
Deputy City-Mgr. – Dev. Svs. Director

DISTRIBUTION: City Manager
Asst. City Manager
City Attorney
Deputy City Manager – Dev. Svs. Dir.
Public Services Director
City Clerk (2)
Staff (4)
File (2)

Paul Freeman
C. J. Segerstrom & Sons
3315 Fairview Road
Costa Mesa CA 92626

Don Collins
IKEA Property, Inc.
1475 South Coast Drive
Costa Mesa, CA 92626

ATTACHMENTS: 1 Ordinance 07-5

File Name: 040307DA0701	Date: 032207	Time: 9:45 a.m.
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ORDINANCE NO. 07-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT AMENDMENT DA-07-01 TO THE SEGERSTROM HOME RANCH DEVELOPMENT AGREEMENT (DA-00-01).

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Costa Mesa, California, does hereby find and declare as follows:

1. On or about December 3, 2001, the City Council of the City of Costa Mesa adopted Ordinance No. 01-29 approving Development Agreement DA-00-01 for the Segerstrom Home Ranch Project.
2. On or about September 15, 2003, the City Council of the City of Costa Mesa adopted Ordinance No. 03-9 approving first amendment to the Development Agreement DA-00-01 for the Segerstrom Home Ranch Project relating to surplus transportation fees and the Huscroft House contribution.
3. The parties to said Development Agreement have subsequently determined that certain provisions of the Development Agreement require amendment in respect to the property that is required for the Susan Street Exit Ramp Project.
4. Public hearings have been held before this City Council pursuant to the procedures described in Council Resolution No. 88-53. At these hearings, the City Council considered the evidence, the testimony presented by the public, and the Planning Commission's recommendation regarding the proposed Second Amendment to Development Agreement DA-00-01 between the City of Costa Mesa and C.J. Segerstrom & Sons, Henry T. Segerstrom Properties LLC, a California limited liability company, and Ruth Ann Moriarty Properties LLC, a California limited liability company (collectively referred to as "Owner").

5. The Second Amendment to the Development Agreement between the City of Costa Mesa and Owner is:
 - a. Consistent with the 2000 General Plan and North Costa Mesa Specific Plan;
 - b. Compatible with the uses authorized in, and existing land use regulations prescribed for, the zoning district in which the real property covered by the Second Amendment to the Development agreement is located.
 - c. Is in conformity with and will promote the public necessity, and public convenience, general welfare, and good land use practices.
6. The Second Amendment to the Development Agreement will not:
 - a. Be detrimental to the public's health, safety, and general welfare; and
 - b. Adversely affect the orderly development of the property.
7. The Second Amendment to the Development Agreement will promote and encourage the development of the proposed project by providing stability and certainty to the Owner, and will provide to the City and its citizens the public benefits promised in the Development Agreement, and First and Second Amendments thereto.
8. The Second Amendment to the Development Agreement has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and an initial study/mitigated negative declaration was prepared for the project. The initial study/mitigated negative declaration was available for public review from January 29, 2007 to February 27, 2007. Although the proposed project could have a significant effect on the environment, according to the Initial Study/Mitigated Negative Declaration, which reflects the City of Costa Mesa's independent judgment, there will not be a significant

effect on the environment because mitigation measures have been added to the project. The City Council approved the initial study/mitigated negative declaration by separate resolution.

Section 2. The City Council hereby approves, adopts and enters into the Second Amendment to the Development Agreement in the form attached hereto and incorporates the Second Amendment herein by this reference.

Upon execution of the Second Amendment by all parties, the City Clerk is directed to record the Second Amendment pursuant to the City of Costa Mesa Development Agreement Procedures and Requirements.

Section 3. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this Ordinance.

Section 4. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions, or the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 5: This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof and prior to the expiration of fifteen (15) days from its passage shall be published once in the ORANGE COAST DAILY PILOT, a newspaper of general circulation, printed and published in the City of Costa Mesa or, in the alternative, the City Clerk may cause to be published a

summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post in the office of the City Clerk a certified copy of this Ordinance together with the names of members of the City Council voting for and against the same.

PASSED AND ADOPTED this ____ day of _____, 2007

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk of the
City of Costa Mesa

City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, Julie Folcik, City Clerk and ex-officio clerk of the City Council of the City of Costa Mesa, hereby certify that the above and foregoing Ordinance No. 07-__ was introduced and considered section by section at a regular meeting of said City Council held on the ____ day of _____, 2007, and thereafter passed and adopted as a whole at a regular meeting of said City Council held on the ____ day of _____, 2007 by the following roll call vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa this ____ day of _____, 2007.

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

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(Space Above This Line for Recorder's Use)

This Second Amendment to the 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

CITY OF COSTA MESA

By: _____
Its: _____
Dated: _____

SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR
HOME RANCH

by and between

CITY OF COSTA MESA

and

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

DA-00-01
Ordinance No. 01-29

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(Space Above This Line for Recorder's Use)

This Second Amendment to the 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

CITY OF COSTA MESA

By: _____
Its: _____
Dated: _____

SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR
HOME RANCH

by and between

CITY OF COSTA MESA

and

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

DA-00-01
Ordinance No. 01-29

**SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR HOME RANCH**

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR HOME RANCH (the "Amendment") is executed this _____ day of _____, 2007 by and between The City of Costa Mesa, a Municipal Corporation of the State of California (the "City") and C.J. Segerstrom & Sons, a California general partnership ("CJS), Henry T. Segerstrom Properties LLC, a California limited liability company ("HTS LLC") and Ruth Ann Moriarty Properties LLC, a California limited liability company ("RAM LLC") (CJS, HTS LLC and RAM LLC are herein collectively referred to as "Owner") with respect to the following:

RECITALS

A. City and CJS, HTS LLC and Segerstrom Properties LLC ("SP LLC") entered into that certain Development Agreement for Home Ranch dated as of March 20, 2002 (the "Original Agreement"), as amended by that certain First Amendment to the Development Agreement for Home Ranch effective October 15, 2003 (the "First Amendment"). The Original Agreement and First Amendment are herein referred to as the "Agreement." The Agreement provides for construction of the Home Ranch Project, as defined in the Original Agreement. SP LLC has been dissolved and RAM LLC and HTS LLC are the successors to the position of SP LLC under the Development Agreement.

B. The Development Agreement covers certain Property, as defined in the Original Agreement. Owner proposes to convey to the State of California (the "State"), or to the City for ultimate conveyance to the State, a portion of the Office Portion, as defined in the Original Agreement, for the purpose of construction thereon of an off ramp from the connector to the northbound 405 Freeway to the portion of the existing Susan Street located to the South of South Coast Drive. Ikea Property, Inc., the current fee owner of the Retail Portion ("IKEA"), proposes to convey to the State, or to the City for ultimate conveyance to the State, a portion of the Retail Portion, as defined in the Original Agreement, for the same purpose.

C. Owner and City desire that the portions of the Office Portion and Retail Portion so conveyed be deleted from the Property upon such conveyances.

AGREEMENT

IN CONSIDERATION OF the foregoing Recitals, and for good and valuable consideration, Owner and City agree as follows:

1. **Modification of Property.** Upon conveyance by Owner of that portion of the Office Portion legally described on Exhibit A-1 and depicted on Exhibit A-2 attached hereto (the "Segerstrom Donation") to the State, or to the City for ultimate conveyance to the State, the Segerstrom Donation shall cease to be a part of the Property and the Development Agreement shall no longer affect the Segerstrom Donation. Upon conveyance by IKEA of that portion of the Retail Portion legally described on Exhibit B-1 and depicted on Exhibit B-2 (the "IKEA

Donation”) to the State, or to the City for ultimate conveyance to the State, the IKEA Donation shall cease to be a part of the Property and the Development Agreement shall no longer affect the IKEA Donation.

2. Effective Date. The Effective Date of the Development Agreement, for purposes of Section 1.1(i) of the Original Agreement and all other purposes of the Development Agreement, is agreed to be January 3, 2002.

3. Floor Area Ratio. The last sentence of Section 1.1(l) of the Original Agreement is amended to read, in its entirety, as follows:

“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, but not excluding (1) the dedications to the State of California, or to the City for ultimate conveyance to the State, provided for in paragraph 1 of the Second Amendment to the Development Agreement for Home Ranch or (2) the grant of easements to the City for the City to operate and maintain that portion of Susan Street located to the South of South Coast Drive.”

4. Office Portion. Section 1.1(r) of the Original Agreement shall be amended to read, in its entirety, as follows:

“(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 43.57 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, 759,165 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. In determining the FAR of the Office Portion, the area of the Segerstrom Donation, as provided for in paragraph 1 of the Second Amendment to the Development Agreement for Home Ranch, shall be deemed to be a part of the area of the Office Portion. Similarly, the portion of Susan Street located South of South Coast Drive and within the Office Portion shall remain a part of the area of the Office Portion after the grant to the City of an easement therein for street purposes”.

5. Retail Portion. Section 1.1(y) of the Original Agreement shall be amended to read, in its entirety, as follows:

“(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 19.27 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

SOUTH COAST PLAZA, a California general partnership

By C.J. Segerstrom & Sons, a California general partnership, Managing General Partner

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

By Henry T. Segerstrom Manager

OR

By _____
Alternate Manager

AND

By HTS Management Co., Inc., a California corporation, Manager

By James W. Daniels
Title: Senior Vice President

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
Henry T. Segerstrom, Manager

RUTH ANN MORIARTY PROPERTIES LLC,
a California limited liability company

By Ruth Ann Moriarty
Its: _____

Approved as to Form

By James W. Daniels

State of California)

SS

County of Orange)

On March 21, 2007, before me, Karen G. Wholey, Notary Public, personally appeared **Ruth Ann Moriarty**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Karen G. Wholey

OPTIONAL

CAPACITY CLAIMED BY SIGNERS Partners: General Limited Managing

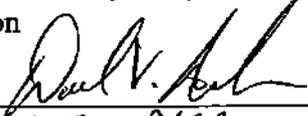
Signer is representing: Ruth Ann Moriarty Properties LLC and Ruth Ann Segerstrom Moriarty, as Trustee of the Ruth Ann Segerstrom Moriarty Separate Property Trust

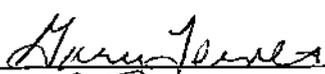
CONSENT

The undersigned, as the current record owner of the Retail Portion, hereby consents to the foregoing Second Amendment to the Development Agreement for the Home Ranch with respect to the impact of such Amendment upon the Retail Portion.

Dated: March 20, 2007

IKEA PROPERTY, INC., a Delaware Corporation

By: 
Its: VICE PRES.

By: 
Its: VP

Exhibits:

- A-1 - Description of the Segerstrom Donation
- A-2 - Depiction of the Segerstrom Donation
- B-1 - Description of the IKEA Donation
- B-2 - Depiction of the IKEA Donation

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

On this 20th day of MARCH 2007 before me, the undersigned Notary Public in and for said County and State, personally appeared David Lemolo, as Vice President for **IKEA PROPERTY, INC.**, a Delaware corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He/She is personally known to me and did [] did not [] take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary: Patricia Cieslinski
Print Name: PATRICIA CIESLINSKI

Notary Public, State of PENNSYLVANIA
My commission expires: JANUARY 25, 2011

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia Cieslinski, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Jan. 25, 2011
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

On this 20th day of MARCH 2007 before me, the undersigned Notary Public in and for said County and State, personally appeared DAVID TERNES, as Vice President for **IKEA PROPERTY, INC.**, a Delaware corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He/She is personally known to me and did [] did not [] take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary: Patricia Cieslinski
Print Name: PATRICIA CIESLINSKI

Notary Public, State of PENNSYLVANIA
My commission expires: JANUARY 25, 2011

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia Cieslinski, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Jan. 25, 2011
Member, Pennsylvania Association of Notaries

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____)
County of _____) ss

On _____ before me, _____, Notary Public,
personally appeared _____, personally
known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

OPTIONAL

CAPACITY CLAIMED BY SIGNERS -

Signers are representing: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or type of document: _____

Number of pages: _____ (excluding loose certificates) Date of document: _____

Signer(s) other than named above:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____)
County of _____) ss

On _____ before me, _____, Notary Public,
personally appeared _____, personally
known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

OPTIONAL

CAPACITY CLAIMED BY SIGNERS -

Signers are representing: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or type of document: _____

Number of pages: _____ (excluding loose certificates) Date of document: _____

Signer(s) other than named above:

PSOMAS

EXHIBIT A-1

LEGAL DESCRIPTION

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4 In the City of Costa Mesa, County of Orange, State of California being that portion of
5 land described in the document recorded October 12, 2004 as Instrument No.
6 2004000911605, Official Records of said County, lying within Parcel 3 of City of Costa
7 Mesa Lot Line Adjustment 02-01, recorded July 11, 2002 as Instrument No.
8 20020581758, Official Records of said County, lying southerly of the following
9 described line:

Parcel 1

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13 **Beginning** at the southeasterly corner of Parcel 1 of said Lot Line Adjustment 02-01, said
14 corner being on the northerly line of Parcel 101837-3 as described on the document
15 recorded October 27, 2000 as Instrument No. 20000582393, Official Records of said
16 County, said corner also being the beginning of a curve concave northeasterly having a
17 radius of 513.45 feet, a radial line to said corner bears South 49°23'44" West; thence
18 along the westerly line of said Parcel 3 the following four courses:

- 19 1. northerly along said curve 355.84 feet through a central angle of 39°42'28";
- 20 2. North 00°53'48" West 198.66 feet;
- 21 3. South 88°37'39" West 7.83 feet to the beginning of a non-tangent curve
22 concave easterly having a radius of 1161.09 feet, a radial line to said
23 beginning bears South 88°37'29" West;
- 24 4. northerly along said curve 65.50 feet through a central angle of 3°13'57" to
25 the **True Point of Beginning**;

26 thence leaving said westerly line South 82°07'03" East 36.97 feet; thence
27 South 88°20'16" East 7.00 feet to the easterly line of the land described in said
28 Instrument No. 2004000911605, said point hereinafter referred to as Point "A".
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PSOMAS

1
2 Parcel 2
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4 That portion of said Parcel 3 lying westerly of the following described line:
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6 **Beginning** at Point "A", said point being on the easterly line of the land described in said
7 Instrument No. 2004000911605 and the beginning of a curve concave easterly having a
8 radius of 1,117.32 feet, a radial line to said point bears North 88°20'16" West; thence
9 along the easterly and southerly lines said land the following six courses:

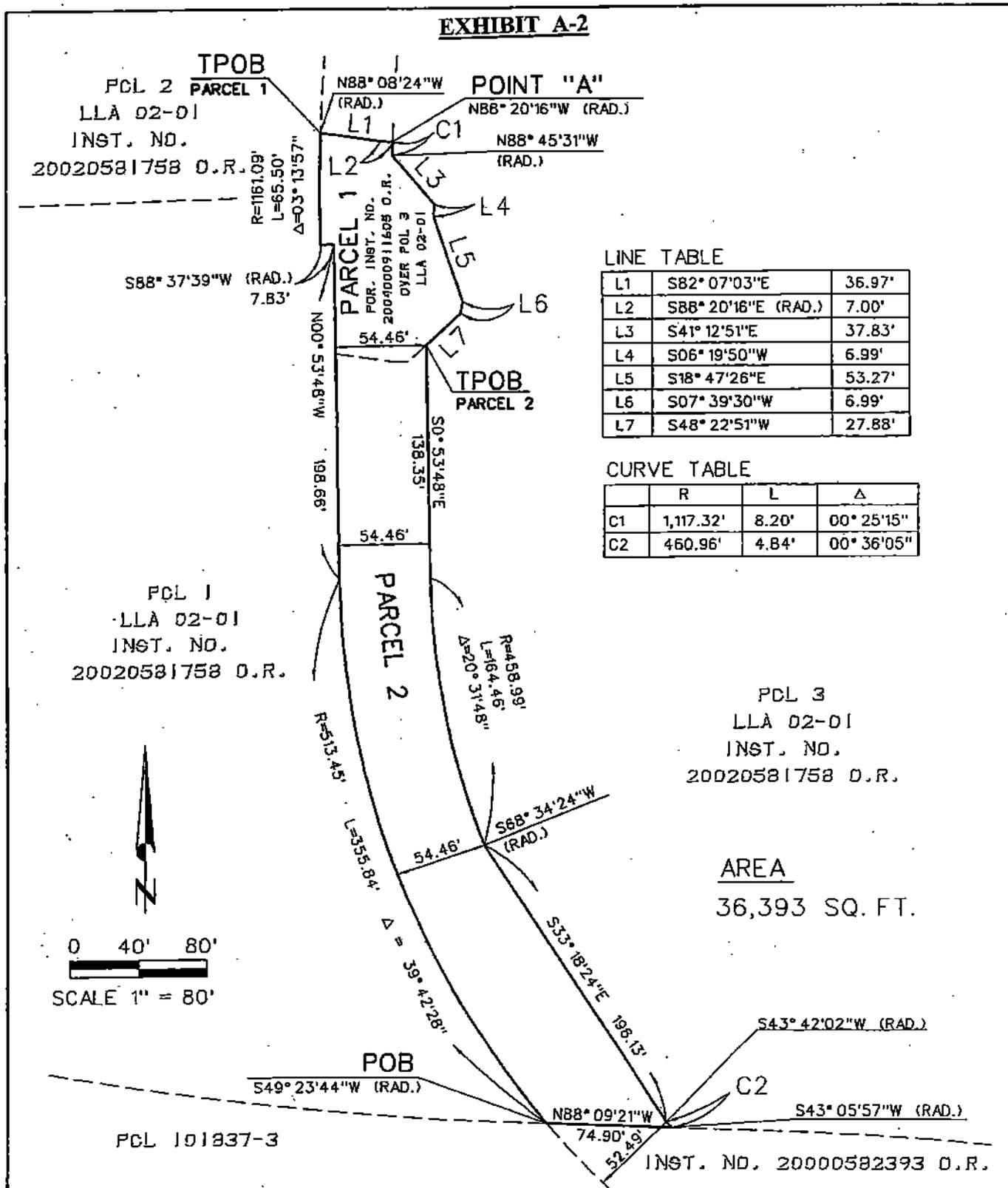
- 10 1. Southerly along said curve 8.20 feet through a central angle of
11 00°25'15";
- 12 2. South 41°12'51" East 37.83 feet;
- 13 3. South 06°19'50" West 6.99 feet;
- 14 4. South 18°47'26" East 53.27 feet;
- 15 5. South 07°39'30" West 6.99 feet;
- 16 6. South 48°22'51" West 27.88 feet to the to a point in said southerly line
17 lying parallel with and 54.46 feet easterly of the said easterly line of
18 Parcel 1 and the **True Point of Beginning**;

19 thence southerly along a line lying 54.46 feet easterly of and parallel and concentric with
20 said east line of Parcel 1 the following two courses:

- 21 1. South 00°53'48" East 138.35 feet to the beginning of a curve concave
22 northeasterly having a radius of 458.99 feet;
- 23 2. southerly along said curve 164.46 feet through a central angle of
24 20°31'48";

25 thence South 33°18'24" East 198.13 feet to a point lying 52.49 feet northeasterly of and
26 concentric with said east line of Parcel 1, said point being the beginning of a non-tangent
27 curve concave northeasterly having a radius of 460.96, a radial line to said point bears
28 South 43°42'02" West; thence southeasterly along said curve 4.84 feet through a central
29 angle of 00°36'05" to said northerly line of Parcel 101837-3.
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EXHIBIT A-2



LINE TABLE

LINE	BEARING	DISTANCE
L1	S82° 07' 03" E	36.97'
L2	S88° 20' 16" E (RAD.)	7.00'
L3	S41° 12' 51" E	37.83'
L4	S06° 19' 50" W	6.99'
L5	S18° 47' 26" E	53.27'
L6	S07° 39' 30" W	6.99'
L7	S48° 22' 51" W	27.88'

CURVE TABLE

CURVE	R	L	Δ
C1	1,117.32'	8.20'	00° 25' 15"
C2	460.96'	4.84'	00° 36' 05"

AREA

36,393 SQ. FT.

DESCRIPTION: THAT PORTION OF PARCEL 3 OF LOT LINE ADJUST 02-01, INSTRUMENT NO. 20020581758 IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SHEET 1 OF 1
SCALE: 1" = 80'
DRAFTED: KVO
CHECKED: JLE
DATE: 1/15/2007
JOB NO.: 25E0010100

TRC SOLUTIONS
SUSAN STREET

PSOMAS
3187 Red Hill Avenue #250
Costa Mesa, California 92626
(714) 751-7373 www.psomas.com

M:\25E0010100\ SURVEY\ EXHIBITS\ PARCEL 4 PLAT. SHEET 1.DGN

PSOMAS

EXHIBIT B-1

LEGAL DESCRIPTION

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4 In the City of Costa Mesa, County of Orange, State of California being that portion of
5 land described in the document recorded October 12, 2004 as Instrument No.
6 2004000911605, Official Records of said County, lying within Parcels 1 and 2 of City of
7 Costa Mesa Lot Line Adjustment 02-01, recorded July 11, 2002 as Instrument No.
8 20020581758, Official Records of said County, lying southerly of the following
9 described line:

Parcel 1

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13 **Beginning** at the southeasterly corner of said Parcel 1, said corner being on the northerly
14 line of Parcel 101837-3 as described on the document recorded October 27, 2000 as
15 Instrument No. 20000582393, Official Records of said County, said corner also being the
16 beginning of curve concave northeasterly having a radius of 513.45 feet, a radial line to
17 said corner bears South 49°23'44" West; thence along the easterly line of said Parcels 1
18 and 2 the following four courses:

- 19 1. northerly along said curve 355.84 feet through a central angle of
20 39°42'28";
- 21 2. North 00°53'48" West 198.66 feet;
- 22 3. South 88°37'39" West 7.83 feet to the beginning of a non-tangent curve
23 concave easterly having a radius of 1161.09 feet, a radial line to said
24 beginning bears South 88°37'29" West;
- 25 4. northerly along said curve 65.50 feet through a central angle of 3°13'57"
26 to the **True Point of Beginning**;

27 thence leaving said easterly line North 82°07'03" West 45.45 feet; thence
28 North 86°41'00" West 6.99 feet to an angle point in the westerly line of the land
29 described in said Instrument No. 2004000911605, said point being the northeasterly
30 terminus of that certain course in the westerly line of said land that bears
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PSOMAS

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North 44°19'39" East 58.31 feet, said northeasterly terminus hereinafter referred to as Point "A".

Parcel 2

That portion of said Parcel 1 of said Lot Line Adjustment 02-01 lying easterly of the following described line:

Beginning at said Point "A", said point being the northeasterly terminus of that certain course in the westerly line of the land described in said Instrument No. 2004000911605 that bears North 44°19'39" East 58.31 feet; thence along the westerly and southerly lines of said land the following seven courses:

1. South 43°25'51" West 58.31 feet;
2. South 15°47'18" East 6.11 feet;
3. South 21°12'54" East 50.83 feet;
4. South 01°25'01" East 7.00 feet;
5. South 46°09'25" East 39.78 feet;
6. North 89°06'12" East 7.00 feet;
7. South 82°11'25" East 19.90 feet to the **True Point of Beginning**;

thence leaving said southerly line South 00°53'37" East 162.80 feet to the beginning of a curve concave easterly having a radius of 52.49 feet; thence southerly along said curve 14.89 feet through a central angle of 16°15'19"; thence South 17°08'56" East 85.56 feet to the beginning of a curve concave westerly having a radius of 52.49 feet; thence southerly along said curve 4.73 feet through a central angle of 05°09'38" to the beginning of a reverse curve concave easterly having a radius of 449.47 feet; thence southerly along said curve 144.07 feet through a central angle of 18°21'54" to the beginning of a reverse curve concave westerly having a radius of 39.37 feet; thence southerly along said curve 28.30 feet through a central angle of 41°11'29"; thence South 35°35'22" East 46.56 feet to said northerly line of Parcel 101837-3, said point lying 26.90 feet southwestly of and radial to said easterly line of Parcel 1.

25

PSOMAS

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Excepting therefrom that portion lying within Parcel 1 as described above.

Containing 20,023 square feet, more or less.

All as shown on Exhibit "B" attached hereto and made a part thereof.

This legal description is not intended to be used in the conveyance of land in violation of the subdivision map act of the State of California.

This legal description was prepared by me or under my direction.

Jeremy L Evans

1-15-07

Jeremy L. Evans, PLS 5282

Date



EXHIBIT B-2

PCL 2 LLA 02-01

INST. NO.

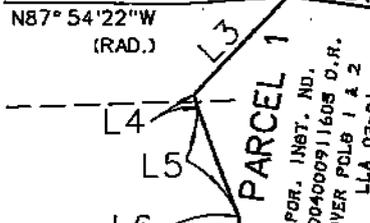
20020581758 O.R. L2

POINT "A"

N87° 54' 22" W
(RAD.)

TPOB PARCEL 1

N88° 08' 24" W
(RAD.)



LINE TABLE

L1	N82° 07' 03" W	45.45'
L2	N86° 41' 00" W	6.99'
L3	S43° 25' 51" W	58.31'
L4	S15° 47' 18" E	6.11'
L5	S21° 12' 54" E	50.83'
L6	S01° 25' 01" E	7.00'
L7	S46° 09' 25" E	39.78'
L8	N89° 06' 12" E	7.00'
L9	S82° 11' 25" E	19.90'
L10	S88° 09' 21" E	15.36'

CURVE TABLE

	R	L	Δ
C1	52.49'	14.89'	16° 15' 19"
C2	52.49'	4.73'	05° 09' 38"
C3	39.37'	28.30'	41° 11' 29"
C4	1,943.24'	20.45'	00° 36' 11"

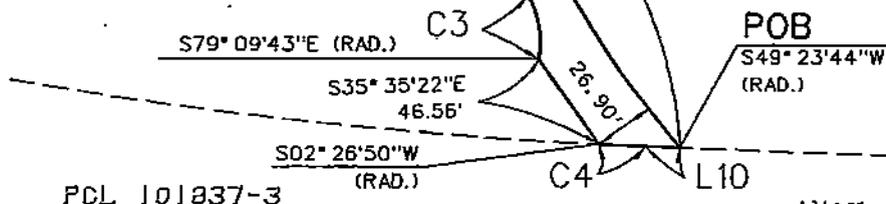
PCL 1
LLA 02-01
INST. NO.
20020581758 O.R.



0 40' 80'
SCALE 1" = 80'

PCL 3
LLA 02-01
INST. NO.
20020581758 O.R.

AREA
20,023 SQ. FT.



PCL 101837-3

INST. NO. 20000582393 O.R.

DESCRIPTION: THOSE PORTIONS OF PARCELS 1 AND 2 OF LOT LINE ADJUST 02-01,
INSTRUMENT NO. 20020581758 IN THE CITY OF COSTA MESA,
COUNTY OF ORANGE, STATE OF CALIFORNIA.

SHEET 1 OF 1

SCALE: 1" = 80'

DRAFTED: KVO

CHECKED: JLE

DATE: 1/15/2007

JOB NO.: 25E0010100

TRC SOLUTIONS
SUSAN STREET

PSOMAS

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