

**ACCESS AGREEMENT FOR
HIGHWAY CONSTRUCTION PURPOSES**

THIS ACCESS AGREEMENT FOR HIGHWAY CONSTRUCTION PURPOSES (the “Agreement”) is made and entered into as of _____, 2007 by and between THE CITY OF COSTA MESA, a municipal corporation (“CITY”), on the one hand, and the three entities collectively defined as “Segerstrom” on the signature page hereof (collectively, “SEGERSTROM”) and IKEA PROPERTY, INC., a Delaware corporation (“IKEA”). SEGERSTROM and IKEA are herein sometimes referred to, collectively, as “OWNERS.”

RECITALS

A. IKEA is the fee owner of an approximately 19 acre parcel of property located to the north of the 405 Freeway, to the east of Harbor Boulevard and to the south of South Coast Drive (the “IKEA Parcel”). SEGERSTROM is the fee owner of an approximately 45 acre parcel of property located to the north of the 405 Freeway, to the east of and immediately adjacent to the IKEA Parcel and to the south of South Coast Drive (the “Segerstrom Parcel”). Both the IKEA Parcel and the Segerstrom Parcel are located within the municipal boundaries of the CITY.

B. The Segerstrom Parcel and the IKEA Parcel are adjacent and to the north of a connector to the northbound 405 Freeway (the “Connector”). There currently exists along a portion of the common boundary of the IKEA Parcel (eastern boundary) and the Segerstrom Parcel (western boundary) a private road (the “Private Road”) which is an extension of Susan Street (located to the north of South Coast Drive). The Private Road is owned, in part, by SEGERSTROM and, in part, by IKEA. The portion owned by SEGERSTROM is described on Exhibit A-1 and depicted on Exhibit B-1 attached hereto (the “Segerstrom Road”). The portion owned by IKEA is described on Exhibit A-2 and depicted on Exhibit B-2 attached hereto (the “IKEA Road”). The OWNERS desire to see constructed from the Connector an exit ramp to connect to the Private Road (the “Exit Ramp”). For that purpose, the OWNERS are concurrently granting to the CITY easements in and to the Private Road for road and right-of-way purposes.

C. The CITY is concurrently entering into a cooperative agreement (the “Coop Agreement”) with the State of California (the “State”) pursuant to which the CITY will construct

the Exit Ramp from the Connector to the Private Road. The CITY and SEGERSTROM are currently entering into a reimbursement agreement (the "Reimbursement Agreement") to provide for funding of the costs of construction of the Exit Ramp.

D. In order to construct the Exit Ramp, the CITY will require access rights to the portions of the IKEA Parcel and the Segerstrom Parcel on which the Exit Ramp will be constructed. This Agreement is entered into to provide such access rights.

AGREEMENT

IN CONSIDERATION OF the foregoing recitals and the mutual covenants contained herein, the CITY and OWNERS agree as follows:

1. Grant of Access Rights.

(a) SEGERSTROM hereby grants to the CITY the rights for vehicular and pedestrian access on and over that portion of the Segerstrom Parcel described on Exhibit A-3 and depicted on Exhibit B-3 attached hereto (the "Segerstrom Access Area"). The rights herein granted shall extend to the Segerstrom Access Area and so much of the adjacent Segerstrom Parcel as reasonably necessary for CITY to exercise the rights herein granted and perform the activities of the CITY provided for in paragraph 2.

(b) IKEA herein grants to the CITY the rights for vehicular and pedestrian access on and over that portion of the IKEA Parcel described on Exhibit A-4 and depicted on Exhibit B-4 attached hereto (the "IKEA Access Area"). The rights herein granted shall extend to the IKEA Access Area and so much of the adjacent IKEA Parcel as reasonably necessary for CITY to exercise the rights herein granted and perform the activities of the CITY provided for in paragraph 2.

The Segerstrom Access Area and the IKEA Access Area are herein sometimes referred to, collectively, as the "Access Areas."

2. Purpose of Grants. Each of the grants provided for in paragraph 1 are for the purposes of:

(a) Access by the CITY to construct on the Access Areas the Exit Ramp, including connection of the Exit Ramp to the Private Road; and

(b) Operation, maintenance and repair of the Exit Ramp to and until acceptance thereof by the State and delivery to and acceptance by the State of grant deeds, as shown by recording thereof, to the Access Area executed by IKEA and SEGERSTROM pursuant to paragraph 6.

The rights herein granted shall extend to all activities reasonably necessary to accomplish the foregoing purposes, including but not limited to surveying, grading, fill, compacting, utility relocation, construction and all maintenance and repair activities required or contemplated by this paragraph 2 and the Coop Agreement and Reimbursement Agreement (the "Permitted Activities"). The rights herein granted shall extend to the CITY, its employees, agents, contractors and consultants and the employees, agents and subcontractors of such contractors and consultants (collectively, "CITY Parties").

3. Compliance. In exercising the access rights herein granted, CITY and all CITY Parties shall comply with:

(a) All terms and provisions of the Coop Agreement and the Reimbursement Agreement; and

(b) All applicable laws, ordinances, rules and regulations of all governmental authorities with jurisdiction of the Permitted Activities of CITY Parties pursuant to paragraph 2 above. Without limiting the generality of the foregoing, the requirements applicable to the Permitted Activities include, but are not limited to:

(i) Compliance with all of the provisions of the Workers' Compensation Insurance and Safety in Employment Laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all similar state, federal, or local laws applicable; and

(ii) Compliance with the Prevailing Wages Law as it applies to construction of the Exit Ramp. CITY shall ensure that the contract between the CITY and its general contractor requires that such contractor will pay, and require its subcontractors to pay prevailing wage rates to all the laborers involved, and to otherwise comply with California Labor Code Section 1770 *et seq.*, including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations.

4. Term. The term of this Agreement shall be from the last execution and delivery of this Agreement by CITY and OWNERS to and until the first to occur of:

(a) Completion of the Exit Ramp and acceptance thereof (and of fee title to the Access Areas) by the State; and

(b) Termination of the Coop Agreement and Contribution Agreement either prior to commencement of construction of the Exit Ramp or upon abandonment of such construction before completion thereof.

In the event of a termination pursuant to either clause (a) or clause (b), CITY shall repair and restore those portions of the IKEA Parcel and the Segerstrom Parcel adjacent to the Access Areas and disturbed by the Permitted Activities to approximately their condition prior to access by the CITY Parties, at OWNERS' expense. In the event of termination pursuant to clause (b), CITY shall restore the Access Areas to approximately their condition prior to access by the CITY Parties at OWNERS' expense. From and after a termination pursuant to clause (b), CITY Parties shall have no further access rights to the Access Areas (or the portions of the IKEA Parcel and Segerstrom Parcel) except (i) for repair and restoration as required by this paragraph and (ii) for purposes related to the exercise by the CITY of the CITY's governmental authority.

5. Hold Harmless.

(a) Neither the CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by OWNERS (or either of them) under or in connection with any work, authority or jurisdiction conferred upon OWNERS and arising under this Agreement. It is understood and agree that OWNERS shall fully defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth with respect to the work hereunder, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by OWNERS (or either of them) under this Agreement.

(b) Neither OWNERS (or either of them) nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the intentional misconduct, gross negligence or sole negligence of CITY

or its employees, under or in connection with any work, authority or jurisdiction conferred upon the CITY and arising under this Agreement. It is understood and agreed that the CITY shall indemnify and save harmless OWNERS (or either of them) and all of their partners, officers and employees from all claims, suits or actions of every name, kind and description for such injury, damage or liability. This indemnification provision expressly does not require CITY to indemnify OWNERS (or either of them) for the acts of State, its officers, employees, agents or contractors or for the acts of the Construction Contractor, its officers, employees, agents or subcontractors.

(c) The foregoing indemnification provision of OWNERS by CITY shall not extend to required remediation of any hazardous materials discovered in the Access Areas (or the adjacent portions of the IKEA Parcel and/or the Segerstrom Parcel). Responsibility for such remediation shall remain with OWNERS pursuant to the terms of the Reimbursement Agreement.

6. Deeds to the State. Upon execution of the Coop Agreement, the Reimbursement Agreement and this Agreement, IKEA and SEGERSTROM shall each execute, acknowledge and deliver to the State, or to an agreed upon escrow agent, grant deeds to the fee interests in their respective Access Area, which grant deeds shall be recorded upon completion of the Exit Ramp and acceptance thereof by the State. Such grant deeds shall be in the forms attached hereto as Exhibits C-1 and C-2. Upon such transfer of the Access Areas to the State, each Access Area shall be free and clear of all liens, claims and encumbrances other than such standard utility easements as are acceptable to the State and any reservations and waivers in favor of the State.

7. Reverter of Private Road. As described above, IKEA and SEGERSTROM are concurrently executing and delivering to the CITY easement deeds granting to the CITY easements for roads and right-of-way with respect to their respective portions of the Private Road. If (a) this Agreement is terminated without construction and acceptance of the Exit Ramp by the State and (b) CITY determines that the CITY does not wish to continue to maintain the Private Road as a public street, then CITY shall execute, acknowledge and record in the Office of the County Recorder of Orange County, California termination instruments sufficient to eliminate such easements from the record title to, respectively, the IKEA Road and the Segerstrom Road. CITY shall notify each of IKEA and SEGERSTROM of such proposed

recording at least thirty (30) days prior thereto. CITY shall remain responsible for all maintenance and repair of the Private Road through the date of such recordation, including CITY's indemnification obligation with respect to all claims arising out of use of CITY's easements and rights-of-way during the period from recordation of the easement deeds in favor of the CITY through recordation of the termination instruments provided for in this paragraph.

8. Waiver of Access Rights. By its signature hereto, SEGERSTROM hereby waives the right of vehicular ingress to and egress from the Segerstrom Parcel to each of (a) the Segerstrom Road and IKEA Road and (b) the Segerstrom Access Area and the IKEA Access Area, except at an intersection on the Segerstrom Access Area approved by the CITY and the State. By its signature hereto, IKEA hereby waives the right of vehicular ingress to and egress from the IKEA parcel to each of (a) the IKEA Road and the Segerstrom Road and (b) the IKEA Access Area and the Segerstrom Access Area, except at an intersection on the IKEA Access Area approved by the CITY and the State. The foregoing waivers shall be confirmed in the grant deeds provided for in paragraph 6. If this Agreement is terminated pursuant to paragraph 4(b), the foregoing waivers as to the Segerstrom Access Area and the IKEA Access Area shall terminate upon termination of this Agreement. If the CITY eliminates the easements as to the Private Road pursuant to paragraph 7, the foregoing waivers as to the Segerstrom Road and the IKEA Road shall terminate upon termination of such easements.

9. Sale of Property. If during the term of this Agreement, either SEGERSTROM or IKEA, or its respective legal representatives, successors or assigns shall sell or transfer or otherwise terminate its interest as owner of the portion of the Segerstrom Parcel or the IKEA Parcel, as applicable, which contains such party's portion of the Access Areas, then from and after the effective date of such sale, transfer or termination of interest, such party shall be released and discharged from any and all obligations, responsibilities and liabilities under this Agreement, except those obligations, responsibilities and liabilities, if any, which have already accrued as of such date. Provided, however, that upon any such transfer, the transferor shall require the transferee to execute and deliver a written agreement by which such transferee (a) agrees to recognize the rights of the CITY and CITY Parties hereunder and (b) assumes those obligations of the transferee accruing after the effective date of such transfer. Neither any sale or transfer or anything in this provision shall be deemed to affect the obligations of OWNERS, or

either of them, under any other agreement, including but not limited to the Reimbursement Agreement.

10. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of California. Venue and jurisdiction of any action arising out of this Agreement shall be exclusively in any state or federal court sitting in Orange County, California.

11. 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, or 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.

12. No Waiver. Failure to enforce any covenant, condition or restriction contained in this Agreement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

13. Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Agreement.

14. Amendment. This Agreement may be modified or amended only by the written consent of the then fee title owners of each of the Segerstrom Parcel and the IKEA Parcel and the CITY. 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.

15. Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

16. Litigation Expenses. In any judicial proceeding or arbitration (collectively, "Action") in any way connected with or arising out of the terms and provisions of this Agreement, the prevailing party(ies) in such Action shall be awarded all of its or their actual and reasonable costs and expenses, including but not limited to expert witness fees, attorneys' 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.

17. Integration. This Agreement and the Exhibits hereto contain the entire understanding of the parties related to the right of access to the Access Areas for purposes of construction of the Exit Ramp to connect to the Private Road.. All prior or contemporaneous agreements, understandings, representations and statements, whether direct or indirect, oral or written, are merged into and superseded by this Agreement and shall be of no further force or effect. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. This does not affect the validity of any contemporaneously executed agreement or other document between the parties relating to construction, reimbursement of costs for, design or maintenance of the Exit Ramp.

18. Notices. All approvals, notices and other communications (collectively, "Notices") hereunder shall be in writing and may be served personally, by commercial delivery or private courier service, or by registered or certified mail, return receipt requested and postage prepaid. Any Notice shall be effective (a) upon personal delivery or (b) when received or refused as indicated by the date on the return invoice or receipt showing delivery or refusal. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given as provided hereunder shall be deemed to be receipt of the Notice. Notices to the parties shall be addressed as follows:

CITY: CITY CLERK – CITY OF COSTA MESA
P.O. Box 1200
Costa Mesa, CA 92628-1200

IKEA: IKEA Property, Inc.
496 West Germantown Pike

Plymouth Meeting, PA 19462
Attn: President

Segerstrom: C.J. Segerstrom & Sons
3315 Fairview Road
Costa Mesa, CA 92626
Attn: Chief Financial Officer

Notice of change of address shall be given by written Notice in the manner set forth in this Section.

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

20. 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.

21. Assignment. This Agreement cannot be assigned by the CITY without the prior written consent of IKEA and SEGERSTROM.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SEGERSTROM:

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

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

By: _____
Henry T. Segerstrom
Its: Manager

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

By: _____
Name: _____
Its: Senior Vice President

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

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

By: _____
Henry T. Segerstrom
Its: Manager

RUTH ANN MORIARTY PROPERTIES LLC, a
California limited liability company

By: _____
Ruth Ann Moriarty
Its: Manger

IKEA:

IKEA PROPERTY, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CITY:

CITY OF COSTA MESA,
a municipal corporation

Mayor of Costa Mesa

ATTEST:

Deputy City Clerk and ex-officio
Clerk of The City of Costa Mesa

APPROVED AS TO FORM:

City Attorney, City of Costa Mesa

Exhibits

- A-1 Description of Segerstrom Road
- A-2 Description of IKEA Road
- A-3 Description of Segerstrom Access Area
- A-4 Description of IKEA Access Area
- B-1 Depiction of Segerstrom Road
- B-2 Depiction of IKEA Road
- B-3 Depiction of Segerstrom Access Area
- B-4 Depiction of IKEA Access Area
- C-1 Segerstrom Grant Deed
- C-2 IKEA Grant Deed

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EXHIBIT A-1

LEGAL DESCRIPTION

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3
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 northerly of the following
9 described line:

10
11 **Beginning** at the southeasterly corner of Parcel 1 of said Lot Line Adjustment 02-01, said
12 corner being on the northerly line of Parcel 101837-3 as described on the document
13 recorded October 27, 2000 as Instrument No. 20000582393, Official Records of said
14 County, said corner also being the beginning of a curve concave northeasterly having a
15 radius of 513.45 feet, a radial line to said corner bears South 49°23'44" West; thence
16 along the westerly line of said Parcel 3 the following four courses:

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

24 thence leaving said westerly line South 82°07'03" East 36.97 feet; thence
25 South 88°20'16" East 7.00 feet to the easterly line of the land described in said
26 Instrument No. 2004000911605.

27
28 Containing 13,158 square feet, more or less.

29
30 All as shown on Exhibit "B" attached hereto and made a part thereof.
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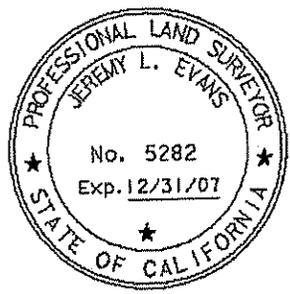
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This legal description is not intended to be used in the conveyance of land in violation of the subdivision map act of the State of California.

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

Jeremy L Evans 1-15-07
Jeremy L. Evans, PLS 5282 Date



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EXHIBIT 'A'-2

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 2 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 northerly of the following
9 described line:

10
11 **Beginning** at the southeasterly corner of Parcel 1 said Lot Line Adjustment 02-01, said
12 corner being on the northerly line of Parcel 101837-3 as described on the document
13 recorded October 27, 2000 as Instrument No. 20000582393, Official Records of said
14 County, said corner also being the beginning of a curve concave northeasterly having a
15 radius of 513.45 feet, a radial line to said corner bears South 49°23'44" West; thence
16 along the easterly line of said Parcels 1 and 2 the following four courses:

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

24 thence leaving said easterly line North 82°07'03" West 45.45 feet; thence
25 North 86°41'00" West 6.99 feet to an angle point in the westerly line of the land
26 described in said Instrument No. 2004000911605, said point being the northeasterly
27 terminus of that certain course in the westerly line of said land that bears
28 North 44°19'39" East 58.31 feet.

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30 Containing 15,172 square feet, more or less.
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EXHIBIT 'A' -3

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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Parcel 2

That portion of said Parcel 3 lying westerly of the following described line:

Beginning at Point "A", said point being on the easterly line of the land described in said Instrument No. 2004000911605 and the beginning of a curve concave easterly having a radius of 1,117.32 feet, a radial line to said point bears North 88°20'16" West; thence along the easterly and southerly lines said land the following six courses:

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

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

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

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

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EXHIBIT 'A' -4

LEGAL DESCRIPTION

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

Parcel 1

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

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

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

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

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5 Parcel 2

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

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

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

21 thence leaving said southerly line South 00°53'37" East 162.80 feet to the beginning of a
22 curve concave easterly having a radius of 52.49 feet; thence southerly along said curve
23 14.89 feet through a central angle of 16°15'19"; thence South 17°08'56" East 85.56 feet
24 to the beginning of a curve concave westerly having a radius of 52.49 feet; thence
25 southerly along said curve 4.73 feet through a central angle of 05°09'38" to the beginning
26 of a reverse curve concave easterly having a radius of 449.47 feet; thence southerly along
27 said curve 144.07 feet through a central angle of 18°21'54" to the beginning of a reverse
28 curve concave westerly having a radius of 39.37 feet; thence southerly along said curve
29 28.30 feet through a central angle of 41°11'29"; thence South 35°35'22" East 46.56 feet
30 to said northerly line of Parcel 101837-3, said point lying 26.90 feet southwesterly of and
31 radial to said easterly line of Parcel 1.

EXHIBIT 'B' -1

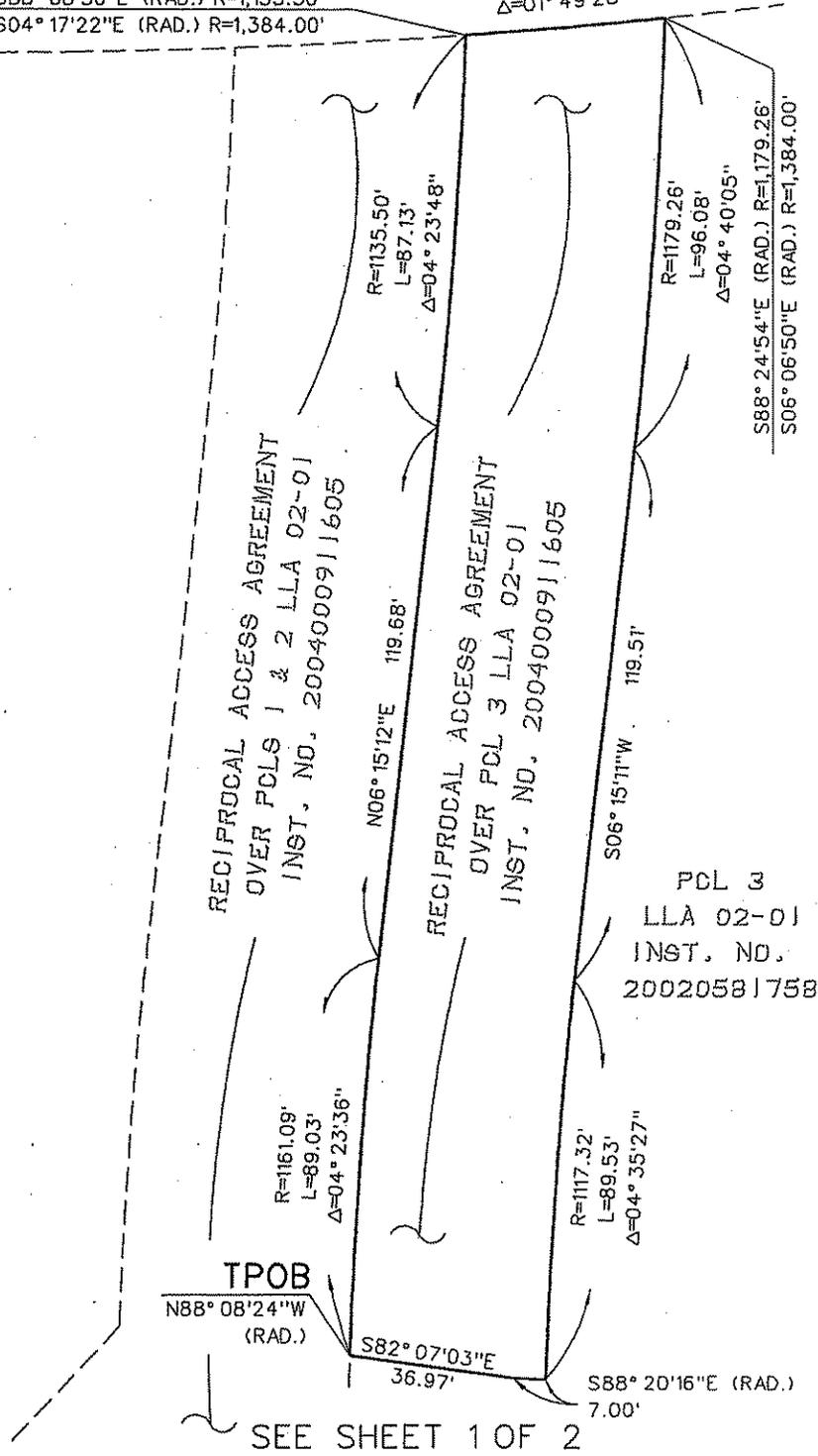
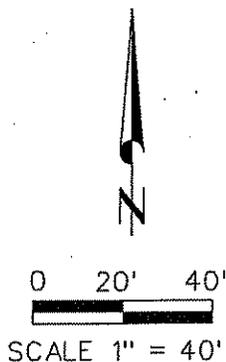
GREENVILLE-BANNING CHANNEL

O.R. 4468/441 S88° 08'36"E (RAD.) R=1,135.50'
 S04° 17'22"E (RAD.) R=1,384.00'

R=1384.00'
 L=44.07'
 Δ=01° 49'28"

PCL 2
 LLA 02-01
 INST. NO.
 20020581758

AREA
 13,158 SQ. FT.



DESCRIPTION: THAT PORTION OF LAND DESCRIBED IN THE DOCUMENT RECORDED
 OCTOBER 12, 2004 AS INSTRUMENT NO. 2004000911605 O.R. IN
 CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SHEET 2 OF 2
 SCALE: 1" = 40'
 DRAFTED: KVO
 CHECKED: JLE
 DATE: 1/15/2007
 JOB NO.: 2SE0010100

TRC SOLUTIONS
 SUSAN STREET

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

M:\25E0010100\ SURVEY\ EXHIBITS\ PARCEL 2 PLAT. SHEET 2.DGN

EXHIBIT 'B' -2

GREENVILLE-BANNING CHANNEL
O.R. 4468/441

S88° 08'36"E (RAD.) R=1,135.50'
S04° 17'22"E (RAD.) R=1,384.00'
R=1384.00'
L=52.43'
Δ=02° 10'14"

S87° 54'32"E (RAD.) R=1,083.30'
S02° 07'08"E (RAD.) R=1,384.00'

R=1083.30'
L=78.69'
Δ=04° 09'43"

R=1135.50'
L=87.13'
Δ=04° 23'48"

PCL 2
LLA 02-01
INST. NO.
20020581758

AREA
15,172 SQ. FT.



0 20' 40'
SCALE 1" = 40'

RECIPROCAL ACCESS AGREEMENT
OVER PCL 1 & 2 LLA 02-01
INST. NO. 2004000911605

RECIPROCAL ACCESS AGREEMENT
OVER PCL 3 LLA 02-01
INST. NO. 2004000911605

PCL 3
LLA 02-01
INST. NO.
20020581758

N87° 54'22"W
(RAD.)

N43° 25'51"E
(N42° 19'39"E)
58.31'

N86° 41'00"W
6.99'

TPOB

R=1161.09'
L=89.03'
Δ=04° 23'36"

N82° 07'03"W
45.45'

N88° 08'24"W
(RAD.)

SEE SHEET 1 OF 2

DESCRIPTION: THAT PORTION OF LAND DESCRIBED IN THE DOCUMENT RECORDED
OCTOBER 12, 2004 AS INSTRUMENT NO. 2004000911605 O.R. IN
THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SHEET 2 OF 2

SCALE: 1" = 40'

DRAFTED: KVO

CHECKED: JLE

DATE: 1/15/2007

JOB NO.: 25EQ010100

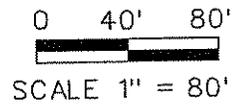
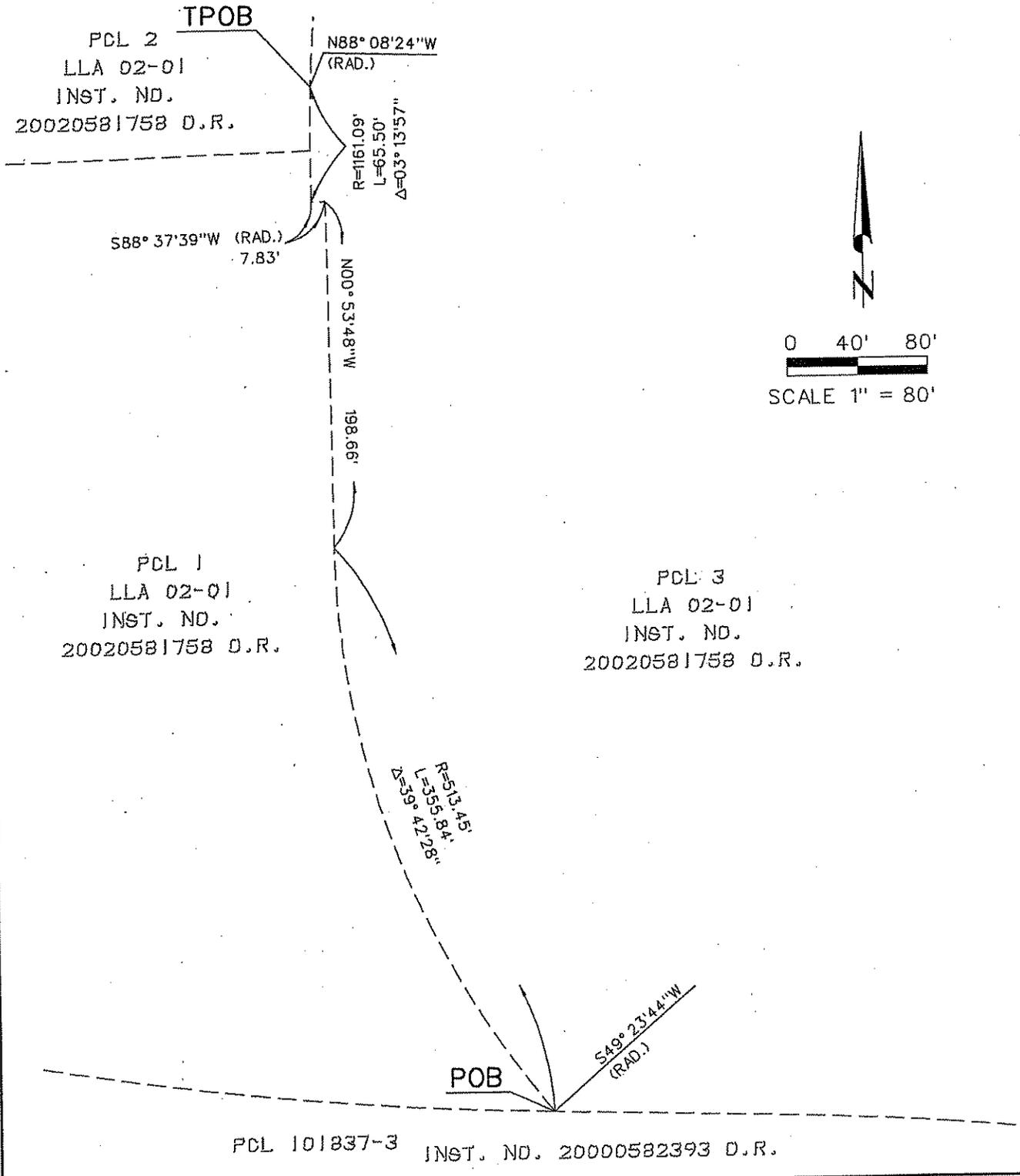
TRC SOLUTIONS
SUSAN STREET

PSOMAS

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

SEE SHEET 2 OF 2

EXHIBIT 'B' -3



DESCRIPTION: THAT PORTION OF LAND DESCRIBED IN THE DOCUMENT RECORDED OCTOBER 12, 2004 AS INSTRUMENT NO. 2004000911605 O.R. IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA.	SHEET 1 OF 2
	SCALE: 1" = 80'
TRC SOLUTIONS SUSAN STREET	DRAFTED: KVO
	CHECKED: JLE
	DATE: 1/15/2007
PSOMAS 3187 Red Hill Avenue #250 Costa Mesa, California 92626 (714) 751-7373 www.psomas.com	JOB NO.: 2SE0010100

M:\ 2SE0010100\ SURVEY\ EXHIBITS\ PARCEL 2 PLAT.SHEET 1.DGN

EXHIBIT 'B' -3

TPOB
 PCL 2
 PARCEL 1
 LLA 02-01
 INST. NO.
 20020581758 O.R.

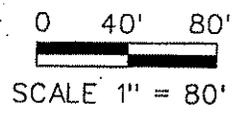
POINT "A"
 N88° 08'24"W (RAD.)
 N88° 20'16"W (RAD.)
 N88° 45'31"W (RAD.)

PARCEL 1
 PDR. INST. NO.
 20040006111605 O.R.
 OVER PCL 3
 10-02-02 JTL

PARCEL 2
TPOB
PARCEL 2

PARCEL 2
 PCL 1
 LLA 02-01
 INST. NO.
 20020581758 O.R.

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



LINE TABLE

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

	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.

POB
 S49° 23'44"W (RAD.)

C2
 S43° 05'57"W (RAD.)

PCL 101837-3
 INST. NO. 20000582393 O.R.

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'
TRC SOLUTIONS SUSAN STREET	DRAFTED: KVO
	CHECKED: JLE
	DATE: 1/15/2007
	JOB NO.: 25EQ010100
PSOMAS 3187 Red Hill Avenue #250 Costa Mesa, California 92626 (714) 751-7373 www.psomas.com	

M:\25EQ010100\ SURVEY\ EXHIBITS\ PARCEL 4 PLAT. SHEET 1.DGN

SEE SHEET 2 OF 2

EXHIBIT 'B' -4

TPOB

PCL 2

LLA 02-01

INST. NO.

20020581758 D.R.

N88° 08' 24" W
(RAD.)

R=1161.09'
L=65.50'
Δ=03° 13' 57"

S88° 37' 39" W (RAD.)
7.83'

M. 87.55° 00'

198.66'

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

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

R=513.45'
L=355.84'
Δ=29° 42' 28"

S49° 23' 44" W
(RAD.)

POB

PCL 101837-3 INST. NO. 20000582393 D.R.



0 40' 80'
SCALE 1" = 80'

DESCRIPTION: THAT PORTION OF LAND DESCRIBED IN THE DOCUMENT RECORDED
OCTOBER 12, 2004 AS INSTRUMENT NO. 2004000911605 O.R. IN
THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SHEET 1 OF 2

SCALE: 1" = 80'

DRAFTED: KVO

CHECKED: JLE

DATE: 1/15/2007

JOB NO.: 25EQ010100

TRC SOLUTIONS
SUSAN STREET

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Costa Mesa, California 92626
(714) 751-7373 www.psomas.com

M:\25EQ010100\ SURVEY\ EXHIBITS\ PARCEL 1 PLAT. SHEET 1.DGN

PCL 2 LLA 02-01

INST. NO.

20020581758 D.R.

POINT "A"

N87° 54' 22" W
(RAD.)

EXHIBIT 'B' -4

TPOB PARCEL 1

N88° 08' 24" W
(RAD.)

FOR INST. NO.
200400911605 D.R.
OVER PCLS 1 & 2
LLA 02-01

R=1161.09'
L=65.50'
Δ=03° 13' 57"

S88° 37' 39" W (RAD.)
7.83'

LINE TABLE

LINE	BEARING	LENGTH
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'

TPOB
PARCEL 2

PARCEL 2

S00° 53' 37" E
162.80'

N00° 53' 48" W
198.66'

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 D.R.

C1

S17° 08' 56" E
83.56'

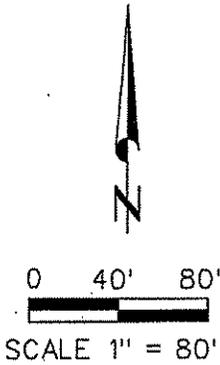
C2

R=449.47'
L=14.407'
Δ=18° 21' 54"

R=513.45'
L=35.84'
Δ=39° 42' 28"

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

AREA
20,023 SQ. FT.



S79° 09' 43" E (RAD.)

S35° 35' 22" E
46.56'

S02° 26' 50" W
(RAD.)

POB

S49° 23' 44" W
(RAD.)

C4

L10

PCL 101837-3

INST. NO. 20000582393 D.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. 125E0010100

TRC SOLUTIONS
SUSAN STREET

PSOMAS

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

Space above this line for Recorder's Use

GRANT DEED
(CORPORATION)

District	County	Route	Post	Number

C.J. SEGERSTROM & SONS, a California general partnership, as to an undivided 46.498%
interest, HENRY T. SEGERSTROM PROPERTIES LLC, a California limited liability company, as to an
undivided 27.492% interest, and RUTH ANN MORIARTY PROPERTIES LLC, a California limited liability
company, as to an undivided 26.010% interest (collectively, "grantor").

_____ A corporation organized
and existing under and by virtue of the laws of the State of _____, does hereby GRANT
to the STATE OF CALIFORNIA all that real property in the CITY OF COSTA MESA, County of
ORANGE, State of California, described as: SEE ATTACHED EXHIBIT A
(the "Property")

By its signature hereto grantor waives the right of vehicular ingress to and egress from
grantor's adjacent property to the Property except at an intersection approved by grantee and
waives the right of vehicular ingress to and egress from grantor's adjacent property to the
property described on Exhibit B.

Number

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 itself, its 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.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20____.

[Signature page follows]

[CORPORATE SEAL]

State of _____)
County of _____) } SS

ACKNOWLEDGMENT

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

personally known to me (or proved 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.

Signature _____ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public **purposes** the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20 _____

Director of Transportation

By _____
Attorney in Fact

[SIGNATURE PAGE]

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

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

By _____

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

By _____

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 _____
Manager

RUTH ANN MORIARTY PROPERTIES LLC, a
California limited liability company

By _____
Manager

Dated: _____

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

1
2
3
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

10
11
12
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

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Parcel 2

That portion of said Parcel 3 lying westerly of the following described line:

Beginning at Point "A", said point being on the easterly line of the land described in said Instrument No. 2004000911605 and the beginning of a curve concave easterly having a radius of 1,117.32 feet, a radial line to said point bears North 88°20'16" West; thence along the easterly and southerly lines said land the following six courses:

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

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

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

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

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

Containing 36,393 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



PSOMAS

EXHIBIT 'B'

LEGAL DESC

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4 In the City of Costa Mesa, County of Orange, St ion 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 northerly of the following
9 described line:

10
11 **Beginning** at the southeasterly corner of Parcel 1 of said Lot Line Adjustment 02-01, said
12 corner being on the northerly line of Parcel 101837-3 as described on the document
13 recorded October 27, 2000 as Instrument No. 20000582393, Official Records of said
14 County, said corner also being the beginning of a curve concave northeasterly having a
15 radius of 513.45 feet, a radial line to said corner bears South 49°23'44" West; thence
16 along the westerly line of said Parcel 3 the following four courses:

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

24 thence leaving said westerly line South 82°07'03" East 36.97 feet; thence
25 South 88°20'16" East 7.00 feet to the easterly line of the land described in said
26 Instrument No. 2004000911605.

27
28 Containing 13,158 square feet, more or less.

29
30 All as shown on Exhibit "B" attached hereto and made a part thereof.

31

PSOMAS

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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



Space above this line for Recorder's Use

GRANT DEED
(CORPORATION)

District	County	Route	Post	Number

IKEA PROPERTY, INC.,

_____ A corporation organized
and existing under and by virtue of the laws of the State of DELAWARE, does hereby GRANT
to the STATE OF CALIFORNIA all that real property in the CITY OF COSTA MESA, County of
ORANGE, State of California, described as: SEE ATTACHED EXHIBIT A
(the "Property")

By its signature hereto grantor waives the right of vehicular ingress to and egress from grantor's adjacent property to the Property except at an intersection approved by grantee and waives the right of vehicular ingress to and egress from grantor's adjacent property to the property described on Exhibit B.

Number

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 itself, its 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.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20____.

IKEA PROPERTY, INC., a Delaware corporation

By _____ President

By _____ Secretary

[CORPORATE SEAL]

State of _____ }
County of _____ } } ss

ACKNOWLEDGMENT

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

personally known to me (or proved 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.

Signature _____ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20 _____

Director of Transportation

By _____
Attorney in Fact

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

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

Parcel 1

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

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

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

PSOMAS

1
2 North 44°19'39" East 58.31 feet, said northeasterly terminus hereinafter referred to as
3 Point "A".

4
5 Parcel 2

6
7 That portion of said Parcel 1 of said Lot Line Adjustment 02-01 lying easterly of the
8 following described line:

9
10 **Beginning** at said Point "A", said point being the northeasterly terminus of that certain
11 course in the westerly line of the land described in said Instrument No. 2004000911605
12 that bears North 44°19'39" East 58.31 feet; thence along the westerly and southerly lines
13 of said land the following seven courses:

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

21 thence leaving said southerly line South 00°53'37" East 162.80 feet to the beginning of a
22 curve concave easterly having a radius of 52.49 feet; thence southerly along said curve
23 14.89 feet through a central angle of 16°15'19"; thence South 17°08'56" East 85.56 feet
24 to the beginning of a curve concave westerly having a radius of 52.49 feet; thence
25 southerly along said curve 4.73 feet through a central angle of 05°09'38" to the beginning
26 of a reverse curve concave easterly having a radius of 449.47 feet; thence southerly along
27 said curve 144.07 feet through a central angle of 18°21'54" to the beginning of a reverse
28 curve concave westerly having a radius of 39.37 feet; thence southerly along said curve
29 28.30 feet through a central angle of 41°11'29"; thence South 35°35'22" East 46.56 feet
30 to said northerly line of Parcel 101837-3, said point lying 26.90 feet southwesterly of and
31 radial to said easterly line of Parcel 1.

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



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LEGAL DESC

In the City of Costa Mesa, County of Orange, State of California, a portion of land described in the document recorded October 12, 2004 as Instrument No. 2004000911605, Official Records of said County, lying within Parcels 2 of City of Costa Mesa Lot Line Adjustment 02-01, recorded July 11, 2002 as Instrument No. 20020581758, Official Records of said County, lying northerly of the following described line:

Beginning at the southeasterly corner of Parcel 1 said Lot Line Adjustment 02-01, said corner being on the northerly line of Parcel 101837-3 as described on the document recorded October 27, 2000 as Instrument No. 20000582393, Official Records of said County, said corner also being the beginning of a curve concave northeasterly having a radius of 513.45 feet, a radial line to said corner bears South 49°23'44" West; thence along the easterly line of said Parcels 1 and 2 the following four courses:

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

thence leaving said easterly line North 82°07'03" West 45.45 feet; thence North 86°41'00" West 6.99 feet to an angle point in the westerly line of the land described in said Instrument No. 2004000911605, said point being the northeasterly terminus of that certain course in the westerly line of said land that bears North 44°19'39" East 58.31 feet.

Containing 15,172 square feet, more or less.

