

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF COSTA MESA
P.O. Box 1200
Costa Mesa, California 92628
Attn: Engineering Division

(SPACE ABOVE FOR RECORDER'S USE)
FEE EXEMPT – GOVERNMENT CODE §27383

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement is entered into this ____ day of _____, 2015, by and between the City of Costa Mesa, a California municipal corporation (“**Grantor**” or “**City**”) and Collective Westside, LLC, a California limited liability company (“**Grantee**”). Grantor and Grantee may also be referred to individually as a “**Party**” and collectively as the “**Parties**” in this Drainage Easement Agreement.

RECITALS.

- A. Grantor is the owner of the real property commonly known as Fairview Park located in the County of Orange, State of California, more particularly described in Exhibit “C” attached hereto and incorporated herein by reference (“**Fairview Park**”) and, in its capacity as a public municipal entity, is also the owner of the municipal separate storm sewer system (“**MS4**”) which runs, in part, through Fairview Park.
- B. Grantee is the owner of the real property adjacent to the Fairview Park in the County of Orange, State of California, more particularly described in Exhibit “D” attached hereto and incorporated herein by reference (“**Property**”). Grantee intends to improve the Property with five (5) for-sale single family residences, along with common areas and improvements which, along with the easement proposed herein, shall be operated and maintained by the Collective Westside Maintenance Association, a California nonprofit mutual benefit corporation (“**Association**”).
- C. Grantee has applied to the City to connect a private storm drain system, by means of Grantee’s privately-owned lateral drains, which may include the installation of pipes, drains, or other equipment or improvements necessary as directed and approved by Grantor, (collectively, “**Laterals**”), to connect to the MS4 via a storm drain scheduled to be constructed by the City within a storm drain channel located within Fairview Park (“**Storm Drain**”).
- D. In connection with Grantee’s development of the Property, City is prepared to grant to Grantee, a drainage easement into Fairview for the sole and exclusive purpose of drainage from the Property to the MS4 within Fairview Park including Grantee’s construction,

operation, and maintenance of its Laterals, to be connected to the MS4, subject to the terms and obligations set forth herein.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. INCORPORATION OF RECITALS.

The Parties acknowledge that the recitals are true and correct, and incorporate those recitals by reference into this Drainage Easement Agreement.

2. GRANT OF EASEMENT

Drainage Easement; Drainage Easement Area. Subject to the use restrictions set forth in Section 3.1 of this Drainage Easement Agreement, Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive, drainage easement for the benefit of the Property over, under, along and across a portion of Fairview Park, including a right of ingress and egress, as more particularly described in Exhibit "A" & Exhibit "B" attached hereto and incorporated by reference (the "**Drainage Easement Area**"), which interest shall include the following rights:

2.1 Surface Drainage. The right to drain any and all surface water from the Property over, along and across the Drainage Easement Area to the existing earthen drainage swale within Fairview Park until such time as the City completes construction of the Storm Drain. The rights contained in this Subsection 2.1 shall terminate at such time as Grantee has completed construction of the Laterals.

2.2 Construction of Laterals. Commencing upon City's construction of the Storm Drain within Fairview Park, and subject to obtaining the development and building permits and other government approvals necessary, including but not limited to encroachment permit, the Grantor grants Grantee the right to (a) construct, maintain, use, and operate the Laterals within the Drainage Easement Area and to connect the Laterals to the Storm Drain; and (b) drain any and all surface water from the Property through the Laterals within the Drainage Easement Area to the Storm Drain within Fairview Park. The rights contained in this Subsection 2.2 shall only become effective at such time, if ever, that Grantor receives all necessary approvals to commence construction of the Storm Drain within Fairview Park and commences construction thereof. Grantee must complete construction of the Laterals no later than six (6) months following completion of the Storm Drain.

The easements described in this Section 2 shall be collectively referred to herein as the "**Drainage Easements**".

2.3 Disclaimer. Grantee expressly disclaims any right, title, or interest in any portion of Fairview Park, except as is expressly granted herein. Grantee further acknowledges that the grant herein, is made in part in material reliance upon Grantee's plan to develop five single family residences upon the Property. Grantee expressly disclaims any expansion of the Drainage Easement Area or use for the

Drainage Easement Area beyond what is expressly set forth herein, regardless of any future increase or expansion of use of the Property or change in use.

3. USE RESTRICTIONS

Grantee understands and expressly acknowledges that the rights hereunder are expressly made subject to and contingent upon Grantees compliance with the requirements of the Fairview Park Master Plan and Water Quality Management Plan, both of which are incorporated herein by reference, and with the following:

3.1 Construction Phase On-Site Monitoring

A. Archaeological and Native Monitoring.

- An archaeological and native monitor shall be present during all earth moving activities. In the event that cultural resources are discovered, construction work in the area shall be halted immediately until the resource can be assessed and treatment is determined through consultation under Section 106 of the National Historic Preservation Act and in accordance with the California Environmental Quality Act (“CEQA”) and the California Code of Regulations, *Title 14, §15000 et seq.* As part of the objectives, criteria, and procedures required by §21082 of the California Public Resources Code, provisions should be made for the accidental discovery of cultural resources during construction as described within §15064.5.
- Qualified archaeologists will monitor all earth moving activities in order to identify any archaeological or significant Native American features and materials that may be exposed, and to take steps to secure and protect any such features until they are adequately evaluated. The qualified archaeologist will determine if any archaeological features or materials exposed during earth moving activities warrant further investigation.
- If features or other areas of historic, Native American and/or archaeological significance are exposed, these localities shall be cordoned off so that additional investigations can be undertaken.
- Construction shall be immediately halted at the relevant location within the project area if construction personnel encounter archaeological materials, features and/or human remains during the phases of construction. Construction shall remain halted at that location until a qualified archaeologist has adequately evaluated the potential discovery and any further steps determined to be necessary to mitigate any resultant adverse effects to the properties or otherwise treatment of the discovery has been completed.
- If bone fragments are uncovered during excavation, a determination will be made as to whether the bone is human or other animal. In the event human remains are encountered, the following measures will be implemented. Excavation immediately stops and the human remains are protected from the

elements by covering the cultural deposit with a permeable membrane and then soil; the spot is marked with flagging.

- In accordance with the California Health and Safety Code §7050.5, no further disturbance shall occur until the County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code §5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. The remains will be uncovered for inspection by the coroner. If the Orange County Coroner determines the remains to be Native American, then in accordance with the Public Resource Code requirements, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be notified immediately. The most likely descendant shall then make recommendations, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.

B. Avian Nest Surveys

If construction takes place during nesting season, nest surveys will be required to be performed by qualified personnel prior any scheduled construction.

- 3.2 Access to Fairview Park. Fairview Park contains archaeological and biological resources that are required to be protected. Access to the park, whether during construction or any time thereafter, outside of the easement requires prior approval from the City and applicable regulatory agencies. Ample time needs to be factored into the construction schedule as coordination with regulatory agencies may be lengthy
- 3.3 Maintenance. Grantee shall maintain the Laterals and the Drainage Easement Area in a good condition acceptable to the City, and to repair any defects or deficiencies as they occur. Grantee shall perform its designated maintenance obligations on a regular basis on its own accord, but in accordance with industry standards for the maintenance of similar systems. Notwithstanding the foregoing, Grantee shall perform any required maintenance or repair within twenty (20) days after receiving notice from City regarding a need for such maintenance or repair; provided, however, that in the event of an emergency or other dangerous condition (including but not limited to structural collapse, systemic failure of the Laterals, or any violation of the Water Quality Management Plan) Grantee shall respond immediately to remedy the condition or violation. In the event that that Grantee is unwilling or unable to respond to a dangerous condition, City shall, in its sole discretion, have the right to access the Drainage Easement Area and the Laterals to remedy the emergency or dangerous condition on its own initiative, and Grantee shall reimburse City for any costs incurred within thirty (30) days of receiving an invoice from City. City's remedy of any emergency or dangerous condition is not a waiver of City's right to any other remedy provided herein.
- 3.4 Disconnection. Grantee shall disconnect the Lateral from the Storm Drain within thirty (30) calendar days of termination of this Drainage Easement Agreement. Failure of Grantee to disconnect the Lateral from the Storm Drain within the

specified time will result in the City having the Lateral disconnected at Grantee's sole cost and expense, plus administrative overhead costs.

- 3.5 Water Quality Management Plan Requirements. Grantee shall implement and comply with all Best Management Practices and other requirements set forth in the City-approved Water Quality Management Plan.
- 3.6 No Representation or Warranty. This Drainage Easement Agreement does not address or alter any building or planning approval and permit process of the City of Costa Mesa. Grantee must abide by the City's regular procedure and schedule for permit and land use approvals. Grantee understands and agrees that City is not making any representation, warranty, or promise regarding any permit or land use approval. At all times City retains its right and obligation under the law to make land use and other decisions in its independent governmental capacity, taking into account the requirements of federal, state and local law, and the best interests of the City.
- 3.7 No Restriction on City's Use. Nothing in this Agreement prevents City from construction, repair, alteration, or modification of any portion of Fairview Park, or the Drainage Easement Area, or improvements located thereon. Any construction, repair, alteration, or modification of Fairview Park shall be done at City's sole cost except for any work related to the Laterals or Grantee's use of the Drainage Easement Area for which Grantee shall remain responsible. In the event City needs to initiate any construction, repair, alteration, or other modifications to Fairview Park or the Drainage Easement Area as a direct result of Grantee's use of Fairview Park or the Drainage Easement Area, Grantee shall be solely responsible for the costs incurred by City.
- 3.8 City Access to Drainage Easement Area. Grantee agrees that City, its employees, officers and agents, are authorized to enter in, under and upon the Drainage Easement Area at any time and for any purpose, including but not limited to the removal of the Laterals for the purpose of restoring the Drainage Easement Area to an aboveground condition reasonably the same as existed before the construction/installation of the Laterals, in the event such restoration has not been performed by Grantee as required under this Agreement. Should City be required to remove the Laterals pursuant to this Paragraph, Grantee agrees to reimburse the City for the cost to remove the Laterals and to restore Fairview Park including, but not limited to, any administrative overhead costs, within thirty (30) days of receiving written notification from the City of the cost incurred. Grantee's obligation to reimburse the City for such costs shall continue in full force and effect and shall survive termination or expiration of this Agreement. Nothing in this Agreement shall limit the City's right to access the Drainage Easement Area at any time for its own purposes and reasons, which purposes and reasons are separate from the activities or Improvements authorized under this Agreement.
- 3.9 Hazardous Materials.

- A. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including without limitation, City acting in its governmental capacity, the State of California or the United States Government.
- B. Grantee will not cause or permit any "Hazardous Materials" to be brought upon, kept or used in or about the Drainage Easement Area or Fairview Park. If Grantee breaches the condition stated herein, or if contamination of the Drainage Easement Area or Fairview Park by Hazardous Materials otherwise occurs as a result of or in connection with Grantee's occupation or use of the Drainage Easement Area, then Grantee will indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Drainage Easement Area or Fairview Park, damages for the loss or restriction on use of rentable or usable space or any amenity of Fairview Park or the Drainage Easement Area, damages arising from any adverse impact on marketing of space in the Drainage Easement Area or Fairview Park, and sums paid in settlement of claims, court costs, attorneys fees, consultant fees and expert witness fees) which arise as a result of such contamination, or which are in any way related to such contamination.
- C. Preexisting Contamination. Grantee will not be held liable, nor will Grantee be required to indemnify City for any loss or damage sustained as a result of pre-existing Hazardous Material located on or near the Drainage Easement Area or Fairview Park.

4. TERM AND TERMINATION.

- 4.1 Term. This Drainage Easement Agreement shall commence upon the date of its recording in the Official Records and shall perpetually and continuously remain in effect unless sooner terminated or extinguished by (a) written agreement, (b) default as set forth herein, (c) abandonment for a period of no less than six months, (c) or merger.
- 4.2 Termination. This Drainage Easement Agreement, in addition to any other remedies which may be pursued in law or in equity, may be terminated, along with any rights granted herein, by either Party upon a default of any material covenant, condition, or term herein by the other Party, which default is not cured as set forth below or by abandonment of the Drainage Easement or merger of the Property and Fairview Park.
- 4.3 Default. In the event there is a default by either party with respect to any of the provisions of this Drainage Easement Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have forty eight (48) hours to cure a default arising from an emergency or dangerous condition pursuant to Section 3.3 of this Agreement and thirty (30) days in which to cure any other

default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure of a default is such that it reasonably requires more time that set forth herein and the defaulting party commences the cure within the time required and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this Paragraph.

- 4.4 Forfeiture and Reversion of Interest. In the event of termination of this Agreement, Grantee, and its successors and assigns forfeit all right, title, and interest in the Drainage Easements and such right, title, and interests shall revert back to the City.

5. COVENANTS RUN WITH LAND; EQUITABLE SERVITUDE

5.1 Covenants Running with the Land. The provisions of this Drainage Easement Agreement shall constitute covenants running with the land pursuant to applicable law, including California Civil Code Section 1468. Each covenant to do or refrain from doing some act hereunder shall run with the Fairview Park and the Property, shall be binding upon all persons having or acquiring any interest in the Fairview Park, the Property or any part thereof, shall inure to the benefit of and burden the Property and the Fairview Park, and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by the owners of the Fairview Park, the Property, and their successive owners and assigns including, without limitation, the Association.

5.2 Effect of Drainage Easement Agreement; Equitable Servitudes. Except as otherwise expressly provided herein, no rights or privileges conferred upon the Parties by this Drainage Easement Agreement shall inure to the benefit of any person or entity other than Grantor, Grantee, or their respective successors and assigns nor shall any other person or entity be deemed to be a third-party beneficiary of this Drainage Easement Agreement. Each and all of the restrictions, covenants, and easements of this Drainage Easement Agreement (i) shall constitute equitable servitudes which shall apply to and be binding on the Parties hereto and each and all of their respective successors and assigns; and (ii) are imposed for the improvement and use of the land affected hereby and are designed for the mutual benefit of the Parties.

6. INDEMNITY

In consideration of the grants set forth herein, Grantee hereby agrees to defend, indemnify and hold harmless the City and its elected and appointed boards, officers, agents and employees from and against any and all claims, suits or liabilities and losses of any nature whatsoever including but not limited to reasonable attorney fees and costs, for damage to property and the improvements thereon or to persons, including death, which arise out of or are related to:

- (a) The construction, connection, use, operation, repair, replacement, maintenance or reconstruction of the Laterals;
- (b) Rain or surface water, including any type of pollutant contained therein deposited or retained upon the Property served by the Laterals as a result of any failure of the

Laterals to function as intended or as desired or as the result of any failure of the Lateral connections to the Storm Drain System.

- (c) The discharge of any type of pollutant from the Property to the Storm Drain or MS4, which discharge is not in compliance with the requirements of the applicable Water Quality Management Plan.

The aforesaid indemnity obligation shall apply regardless of the fault or negligence of the indemnitor or indemnitees, excepting only that said indemnity obligation shall not apply if the claim, liability or loss arises out of the sole active negligence or willful misconduct of the City.

Nothing in the Agreement is intended to transfer to the City or otherwise release Grantee, or its respective successors or assigns from any liability which any of them may now or in the future have under federal, state or local laws or regulations relating to the discharge or release of any type of pollutant from or onto the Property whether or not such discharge or release is in compliance with the Water Quality Management Plan or any other City requirement.

7. ASSIGNMENT

The Parties acknowledge that Grantee shall assign Grantee's rights and obligations under this Drainage Easement Agreement to the Association. Such assignment shall be recorded in the Official Records, and a copy of the recorded assignment shall be provided to Grantor. However, the Parties further acknowledge that the Association is prohibited from further transfer conveyance or assignation of the rights granted hereunder and any such transfer, conveyance, or assignation is a material breach of this Agreement. Grantee shall notify the City of any sale, transfer or assignment of the rights and interest provided herein within thirty (30) days of said sale, transfer or assignment. Association shall execute a written acknowledgement consenting to the terms, conditions and obligations of this Agreement. Upon the transfer conveyance, or assignment by Grantee of its interest in Fairview Park or the Property, the rights and obligations of the Grantee shall automatically be transferred and assigned and the Grantee shall be released from any further obligations hereunder, except that the Grantee shall continue to be obligated to defend and indemnify City for any claims, suits or liabilities and losses, as provided for in Section 6 above, which arose out of Grantee's acts prior to transfer or assignment of the rights and obligations hereunder. Neither Grantee nor any transferee or assignee of Grantee shall assign its interest in the Property to any person or entity that does not have the financial capability of performing the transferor's or assignor's obligations.

8. TAXES, FEE AND CHARGES

Grantee shall have the responsibility to pay any personal property, real estate taxes, assessments, or other fees or other charges, that may be assessed or determined to be owed, which are in any way related to the Grantee use of the Drainage Easements. This specifically includes any taxes which are determined to have arisen from the installation of the Laterals.

Grantee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Grantee is wholly or partly responsible for payment. City shall reasonably cooperate with Grantee at Grantee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence,

including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Grantee, there is a reduction, credit or repayment received by the City for any taxes previously paid by Grantee, City agrees to promptly reimburse to Grantee the amount of said reduction, credit or repayment. In the event that Grantee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, City will pursue such dispute at Grantee's sole cost and expense upon written request of Grantee.

9. MISCELLANEOUS

9.1 Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

City: City of Costa Mesa
77 Fair Drive
Costa mesa, California 92626
Phone: (714) 754-5000
Attn: City Clerk

Grantee: Collective Westside, LLC
20 Enterprise, Suite 320
Aliso Viejo, CA 92656
Attn: Robert Scanlan

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

9.2 Compliance with Laws. All easement rights granted to Grantee pursuant to this Drainage Easement Agreement shall be exercised in accordance with all applicable federal, state and local government laws and regulations, including, without limitation, all requirements of the City's municipal code and any conditions to approval, requirements for inspection or mitigation measures imposed by the City or County in connection with entitlements for development of the Property.

9.3 Venue. The interpretation and performance of this Drainage Easement Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

9.4 Counterparts. This Drainage Easement Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original.

9.5 Attorneys' Fees. If any legal action, arbitration or other proceeding is brought for the enforcement of this Drainage Easement Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with this Drainage Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs it incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

9.6 Entire Agreement; Amendments; Severability. This Drainage Easement Agreement, and the grants of easements contemplated herein, set forth the entire understanding and agreement of the Parties with respect to the conveyance of the Drainage Easements (except as set forth in the Hold Harmless Agreement), and supersedes all prior discussions, negotiations, understandings or agreements relating to the grant of the Drainage Easements (except for the Hold Harmless Agreement), all of which are merged herein. This Drainage Easement Agreement may not be modified or altered except in a writing signed by all Parties hereto. The unenforceability, invalidity or illegality of any provision(s) of this Drainage Easement Agreement shall not render the other provisions unenforceable, invalid or illegal.

9.7 Successors and Assigns. This Drainage Easement Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective personal representatives, heirs, successors and assigns.

9.8 Captions. The captions in this Drainage Easement Agreement have been inserted solely for convenience of reference, and are not a part of this Drainage Easement Agreement and shall have no effect upon its construction or interpretation.

9.9 Authority. Each signatory below represents that he or she has the authority to bind the Party to this Drainage Easement Agreement on whose behalf the signatory is executing this Drainage Easement Agreement.

[SIGNATURES ON THE FOLLOWING PAGES]

**GRANTOR'S SIGNATURE PAGE FOR
DRAINAGE EASEMENT AGREEMENT**

CITY OF COSTA MESA,
a California municipal corporation

By: _____
Ernesto Munoz
Public Services Director

Attest: _____
Brenda Green
City Clerk

Approved as to Form: _____
Tom Duarte
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

**GRANTEE'S SIGNATURE PAGE FOR
DRAINAGE EASEMENT AGREEMENT**

COLLECTIVE WESTSIDE, LLC,
a California limited liability company

By: _____
Robert Scanlan

Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF CALIFORNIA

COUNTY OF _____

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

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

EXHIBIT "A"

Drainage Easement Legal Description

That portion of Lot A of the Banning Tract, in the Rancho Santiago De Santa Ana, City of Costa Mesa, County of Orange, State of California, as shown on a map of said tract filed in Action No. 6385, in the Superior Court of the State of California, in and for the County of Los Angeles, California, being an action for partition entitled Hancock Banning et al versus Mary H Banning, also being a portion of Sections 8 and 17, Township 6 South, Range 10 West, S.B.B. & M., described as follows:

Beginning at the northeast corner of Lot 3 of Tract No. 17705, as shown on a map recorded in Book 934 pages 5 through 8, of Miscellaneous Maps, records of Orange County, California, thence North 89°38'37" West 10.00 feet along the northerly line of said Lot 3;

Thence North 00°21'23" East 25.00 feet to a line which is parallel with and 25.00 feet north of the north line of said Lot 3;

Thence South 89°38'37" East 10.00 feet along said parallel line;

Thence South 00°21'23" West 25.00 feet to the Point of Beginning (P.O.B.).
Containing 250 square feet, more or less.

Attached and made a part hereof is Exhibit 'B'.

Prepared by:

Robin B. Hamers & Associates, Inc.

234 E. 17th Street, Suite 205

Costa Mesa, CA 92627



RBH
Robin B. Hamers, RCE 31720

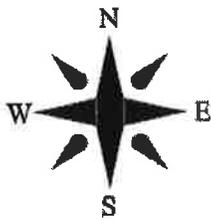
2/13/15

Date

EXHIBIT 'B'

PLAT
SCALE: 1"=40'

FAIRVIEW REGIONAL PARK
POR. LOT A, BANNING TRACT



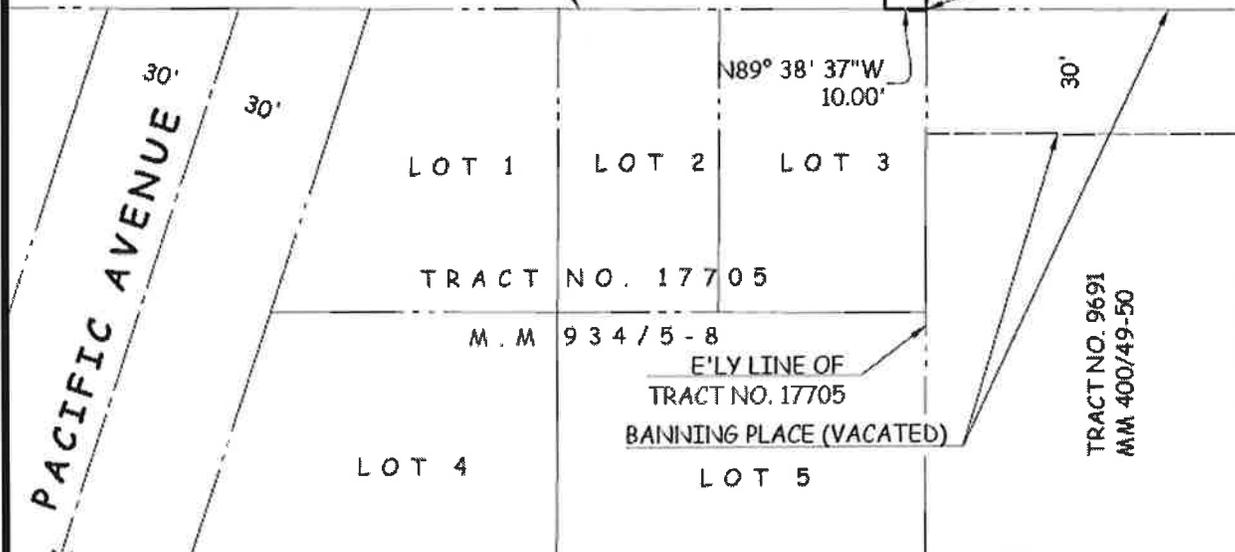
N'LY LINE TRACT NO. 17705

589° 38' 37"E
10.00'

N00° 21' 23"E
25.00'

500° 21' 23"W
25.00'

P.O.B.



PREPARED BY:
ROBIN B. HAMERS & ASSOCIATES, INC.
234 E. 17TH STREET, SUITE 205
COSTA MESA, CA 92627

RBH

ROBIN B. HAMERS, RCE 31720

2/13/15

DATE



THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 6201 AND STATION GPS NO. 6197R2 BEING NORTH 72°41'29" EAST, PER RECORDS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR.

CITY OF COSTA MESA

DRAINAGE EASEMENT

DRAWN BY: MLB

DATE: 2/13/15

LEGAL DESCRIPTION

EXHIBIT "C"

LEGAL DESCRIPTION OF FAIRVIEW PARK

Real property located in the City of Costa Mesa, County of Orange, State of California, described as follows:

PARCEL 1:

THAT PORTION OF LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, AS SHOWN ON A MAP OF SAID TRACT FILED IN ACTION NO. 6385, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION FOR PARTITION, ENTITLED HANCOCK BANNING AND OTHERS VS. MARY H. BANNING AND ALSO THAT PORTION OF LOTS 3, 4 AND 5 OF THE J.A. DAY TRACT, RECORDED IN BOOK 4 PAGE 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY SHOWN ON A MAP FILED IN BOOK 53 PAGES 34 TO 36 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF FAIRVIEW FARMS, AS SHOWN ON A MAP RECORDED IN BOOK 8 PAGE 71 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY AND THE CENTER LINE OF PLACENTIA AVENUE, AS SAID CENTER LINE IS SHOWN ON THE MAP OF TRACT NO. 2215 RECORDED IN BOOK 106 PAGE 34, MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID FAIRVIEW FARMS, SOUTH 89° 27' 30" WEST 2640.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 32' 30" WEST 660.00 FEET; THENCE NORTH 89° 27' 30" EAST 660.14 FEET; THENCE NORTH 0° 32' 30" WEST 209.11 FEET; THENCE NORTH 51° 50' 47" EAST 662.84 FEET; THENCE NORTH 37° 15' 16" EAST 30.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY SAID POINT BEING ON THE CENTERLINE OF PLACENTIA AVENUE, HAVING A RADIUS OF 800.00 FEET; A RADIAL LINE FROM SAID POINT BEARS NORTH 37° 15' 16" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52° 31' 27", AN ARC DISTANCE OF 733.38 FEET; THENCE NORTH 0° 13' 17" WEST 426.91 FEET TO THE NORTHWEST CORNER OF PARCEL "F" AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 68° 48' 33" EAST 997.43 FEET ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL "F" TO THE SOUTHEASTERLY CORNER OF PARCEL "E" AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "E", NORTH 0° 12' 30" WEST 98.24 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 30' 00", AN ARC DISTANCE OF 215.98 FEET; THENCE NORTH 22° 17' 30" EAST 317.12 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 350.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78° 13' 11" AN ARC DISTANCE OF 477.82 FEET TO A POINT; A RADIAL LINE FROM SAID POINT BEARS SOUTH 34° 04' 19" WEST; THENCE NORTH 0° 12' 30" WEST 890.81 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT A OF THE BANNING TRACT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT A, SOUTH 89° 28' 13" WEST 3164.10 FEET TO A

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POINT ON A LINE PARALLEL WITH AND DISTANT EASTERLY 455.00 FEET MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE SANTA ANA RIVER CHANNEL, AS SAID CENTER LINE IS SHOWN ON A MAP FILED IN BOOK 12 PAGE 25 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF ORANGE, STATE OF CALIFORNIA; THENCE SOUTH 13° 24' 49" WEST ALONG SAID PARALLEL LINE, 4034.61 FEET TO THE NORTHERLY LINE OF SAID FAIRVIEW FARMS; THENCE NORTH 89° 27' 30" EAST 2260.02 FEET ALONG THE NORTHERLY LINE OF SAID FAIRVIEW FARMS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM PARCEL H-1 AS SHOWN ON A MAP FILED IN BOOK 53 PAGES 34 TO 36 OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

TOGETHER WITH ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO SUCH EASEMENT OR EASEMENTS AS ARE SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 53 PAGES 35 AND 36 OF RECORD OF SURVEY AND ACQUIRED BY GRANTOR UNDER THAT CERTAIN AGREEMENT RECORDED IN BOOK 4152 PAGE 223, OFFICIAL RECORDS AND DEED RECORDED IN BOOK 6799 PAGE 513, OFFICIAL RECORDS AS IT AFFECTS SUBJECT PROPERTY.

THIS CONVEYANCE IS SUBJECT TO THE EXPRESS CONDITION SUBSEQUENT THAT THE REAL PROPERTY CONVEYED SHALL BE USED ONLY FOR PARK AND RECREATION PURPOSES FOR A PERIOD OF 25 YEARS. SHOULD SAID EXPRESS CONDITION BE VIOLATED, THE STATE OF CALIFORNIA SHALL HAVE THE RIGHT TO

ENTER AND TAKE POSSESSION OF THE REAL PROPERTY, AND UPON SUCH RE-ENTRY, TITLE THERETO SHALL THEREUPON REVERT TO THE STATE OF CALIFORNIA.

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(Continue)

PARCEL 2:

THAT PORTION OF LOT "A" OF THE BANNING TRACT, AS SHOWN ON A MAP ATTACHED TO THE REPORT OF THE REFEREES FILED APRIL 14, 1890 IN CASE NO 6385 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, CALIFORNIA AND MORE PARTICULARLY DESIGNATED PARCEL "F" ON A MAP FILED IN BOOK 53 PAGES 34 TO 36 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "F", BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN CURVE IN THE BOUNDARY OF SAID PARCEL "F", CONCAVE SOUTHERLY AND HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID TERMINUS BEARS SOUTH 28° 22' 42" WEST; THENCE ALONG THE BOUNDARY OF SAID PARCEL "F" THE FOLLOWING COURSES: NORTHWESTERLY AND WESTERLY ALONG SAID CURVE 229.45 FEET THROUGH A CENTRAL ANGLE OF 16° 25' 59"; THENCE TANGENT TO SAID CURVE, NORTH 78° 03' 17" WEST, 122.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 760.00 FEET; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE 1086.76 FEET THROUGH A CENTRAL ANGLE OF 77° 50' 00"; THENCE TANGENT TO SAID CURVE, NORTH 0° 13' 17" WEST, 426.91 FEET; THENCE SOUTH 68° 48' 33" EAST, 997.43 FEET TO THE WESTERLY LINE OF THAT CERTAIN EASEMENT DEFINED AND DELINEATED IN BOOK 4761 PAGE 550 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY; THENCE ALONG SAID WESTERLY LINE SOUTH 0° 12' 30" EAST, 64.91 FEET; THENCE NORTH 89° 47' 30" EAST, 37.00 FEET; THENCE SOUTH 0° 12' 30" EAST, 885.32 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT A OF THE BANNING TRACT, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT FILED IN THE CASE OF HANCOCK BANNING AND OTHERS VS. MARY H. BANNING FOR PARTITION AND BEING CASE NO. 6385 UPON THE REGISTER OF ACTIONS OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES MORE PARTICULARLY DESIGNATED AS PARCEL H-1 ON A MAP FILED IN BOOK 53 PAGES 34 TO 36 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF ORANGE COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL H-1 THE FOLLOWING COURSES:

NORTH 79° 29' 00" WEST, 540.24 FEET; THENCE NORTH 0° 24' 54" WEST, 740.07 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN EASEMENT DESCRIBED AND DELINEATED IN BOOK 4761 PAGE 550 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CENTERLINE AND CONTINUING NORTH 89° 35' 23" EAST, 97.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY 447.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 16' 07"; THENCE TANGENT TO SAID CURVE SOUTH 39° 08' 30" EAST, 134.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY 171.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 36' 06" 800.00 FEET A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 76° 37' 28" WEST; THENCE LEAVING THE CENTERLINE OF SAID EASEMENT DESCRIBED IN BOOK 4761 PAGE 550 OF OFFICIAL RECORDS AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL H-1, THE FOLLOWING COURSES:

SOUTHERLY 157.19 FEET ALONG SAID CURVE OF 800.00 FOOT RADIUS, THROUGH A CENTRAL ANGLE OF 11° 15' 29"; THENCE SOUTH 24° 38' 01" WEST, 145.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY 167.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 58' 04" TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD

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(Continue)

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR STREET AND HIGHWAY PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT "A" OF THE BANNING TRACT, AS SHOWN ON A MAP OF SAID TRACT FILED IN THE CASE OF HANCOCK BANNING AND OTHERS VS. MARY H. BANNING FOR PARTITION AND BEING CASE NO. 6385 UPON THE REGISTER OF ACTIONS OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES AND MORE PARTICULARLY DESIGNATED ON A MAP FILED IN BOOK 53 PAGES 34 TO 36 OF RECORD OF SURVEY OF SAID COUNTY OF ORANGE, SITUATED WITHIN A 60 FOOT STRIP OF LAND LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT "A" AND THE EASTERLY LINE OF PARCEL H-2, ALL AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 0° 31' 47" EAST, 301.45 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 800 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF 25° 09' 48", A DISTANCE OF 351.34 FEET; THENCE SOUTH 24° 38' 01" WEST. 145.87 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 800 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF 24° 51' 18", A DISTANCE OF 347.04 FEET THENCE SOUTH 0° 13' 17" EAST, 436.80 FEET.

THE SIDE LINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN SAID NORTH LINE OF LOT "A", AND IN THE SOUTHERLY LINE, AND ITS WESTERLY PROLONGATION OF PARCEL "E" AS SAID SOUTHERLY LINE IS SHOWN ON SAID RECORD OF SURVEY.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN PARCEL 3

EXHIBIT "D"

**LEGAL DESCRIPTION OF
GRANTEE PROPERTY**

Real property located in the City of Costa Mesa, County of Orange, State of California, described as follows:

Lots 1 through 5, inclusive, of Tract No. 17705, as shown on a Subdivision Map, Filed on July 17, 2014, in Book 926, at Pages 47 to 50, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder.