

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Quitclaim Deed dated December 22 2021, from the United States of America, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, to the City of Santa Ana, a charter City and municipal corporation organized and existing under the Constitution and laws for the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Ordinance No. NS-2352 and Section No. 33-55 of the Santa Ana Municipal Code adopted by the City Council on June 1, 1998, in compliance with California Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

For the City of Santa Ana:

Date

City Manager

Recording requested by:

When recorded mail to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Centennial Park – GSA № 9-Z-CA598-D
Portion, Former F.C.C. Monitoring Station
Santa Ana, California

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, 40 U.S.C. §550(e), and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Santa Ana (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest, subject to the reservations, warranties, covenants, conditions, and restrictions declared herein, "as is, where is" in and to a tract of land situated in the City of Santa Ana, County of Orange, State of California, being a portion of Section 22, Township 5 South, Range 10 West, San Bernardino, Base and Meridian, in Rancho las Bolsas, as per map recorded in Book 51, page 12 of Miscellaneous Maps, filed in the Office of the County Recorder of said County, described as follows and illustrated in Exhibit A attached:

Bounded on the Westerly line by the Easterly line of a deed filed in Deed Book 9037, pages 694 through 698, records of said County;

Bounded on the Easterly line by the Westerly line of a deed described in Deed Book 12326, pages 1194 through 1199, records of said County and shown on a map filed in Book 85, page 28 of Record of Surveys, records of said County;

Bounded on the Most Easterly line by the Easterly line of that certain course shown as " N 17° 23' 49" E, 2478.70' on a map filed in Book 98, pages 10 and 11 of Record of Surveys, records of said County;

Bounded on the Southerly line by the Northerly line of a deed described in Deed Book 8384, pages 210 through 215, records of said County;

Bounded on the Northerly line by the Southerly line of a deed filed in Book 12326, pages 1194 through 1199, records of said County and shown on a map filed in Book 85, page 28 of Record of Surveys, records of said County;

Bounded on the Most Northerly line by the Northerly line of that certain course shown as "N 89° 33' 47" W, 1142.44' on a map filed in Book 98, pages 10 and 11 of Records of Survey, records of said County.

Containing 1.43 acres more or less.

Whereas recently a gap was discovered between legal descriptions of parcels previously conveyed to the City of Santa Ana, and whereas the existence of the gap has been determined to be unintentional, GSA has concluded that this gap, now labeled parcel "D" (as illustrated on attached Exhibit B), was created in error as the former F.C.C. Monitoring Station was subdivided and disposed of over time. The area covered by this parcel was assumed to have been included in the conveyance of 9-Z-Calif-598C. This conveyance is made as a corrective action and continuation of the disposal of 9-Z-Calif-598C that occurred on June 30, 1977.

The conveyance of the hereinbefore described Property is made subject to any and all existing covenants, reservations, easements, restrictions, conditions, encumbrances, clauses, permits, servitudes, rights-of-way and the like which may affect any portion of the Property interest(s) hereinabove described whether or not of record including but not limited to (i) easements and rights-of-way for streets, roads, highways, public utilities, electric power lines, electric transmission facilities, telecommunication lines and equipment, railroads, pipelines, drainage, sewer lines, water mains, conduits, flumes, ditches, canals on, over and across said land; (ii) all existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, oil, gas, and/or minerals; (iii) all other existing interests reserved by any grantor(s) in the chain of title unto said grantor(s), their respective heirs, successors and assigns; (iv) any survey discrepancies, conflicts, or shortages in area of boundary lines, or any encroachments, or protrusions, or any overlapping of improvements; (v) existing ordinances or resolutions, special purpose district rules and regulations, including but not limited to soil conservation district rules and regulations and water conservancy district rules and regulations; (vi) any unpaid taxes; and (vii) any facts which a proper inspection or accurate survey of the Property might disclose. All rights and interests previously reserved to the United States of America by patents which cover this Property are expressly reserved and excepted from this conveyance.

The Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, its heirs, successors and assigns, forever, as follows:

1. This property shall be used and maintained exclusively for the public park and public recreational purposes for which it was conveyed in perpetuity as set forth in the Program of Utilization and plan contained in an application submitted by the Grantee dated November 19, 1975 and any amendments thereto, which program and plan may be amended from time to time as provided below.
2. The Program of Utilization may be amended only for the continued use of the property for public park or recreational purposes at the request of either the Grantee or the National Park Service with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and of this Quitclaim Deed and shall be consistent with purposes for which the property was originally transferred. The Grantee shall furnish any documentation, maps, photographs, studies, and other information to support the request as requested by the National Park Service to evaluate any proposed use or development of the property.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior approves in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien,

or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However this provision shall not preclude the Grantee, its heirs, successors and assigns from issuing revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property. Furthermore, this provision shall not preclude the Grantee from providing related recreation facilities and services compatible with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.

4. This property is subject to, and has been included in, the original biennial reporting requirement for the original conveyance of Z-Calif-598C. Reports setting forth the use made of the property and other pertinent data establishing its continuous use for the purposes set forth above may be required as further determined by the National Park Service

5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its heirs, successors and assigns, that: (1) any use, operation, program or activity on or related to the property conveyed by this Deed will be conducted in compliance with all Federal laws and regulations relating to nondiscrimination, including but not limited to the following laws and regulations as may be amended from time to time: (a) the regulations of the U.S. Department of the Interior at 43 CFR Part 17, (b) Federal Property Management Regulations at 41 CFR §101-6.201 et seq., (c) Title VI of the Civil Rights Act of 1964 (42 USC §2000d-1 et. seq.), (d) Title III of the Age Discrimination Act of 1975 as amended (42 USC §6101 et seq.), (e) Section 504 of the Rehabilitation Act of 1973 as amended (29 USC §794), (f) the Architectural Barriers Act of 1968 as amended (82 Stat. 718), (g) The Americans with Disabilities Act of 1990 (104 Stat. 337), and (h) Executive Order 13672 which prohibits discrimination on the basis of sex, sexual orientation, gender identity, or national origin; (2) this covenant shall be subject in all respects to the provisions of said laws and regulations; (3) the Grantee, its heirs, successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its heirs, successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its heirs, successors or assigns, is authorized to provide services or benefits on or in connection with the property, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its heirs, successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor or assign; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its heirs, successors and assigns; (7) the United States shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed; and (8) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

6. The Grantee, its heirs, successors and assigns, shall indemnify, defend, protect, save and hold harmless the Grantor, its employees, officers, attorneys, agents, and representatives from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation attorneys' fees and expenses, consultant fees and expenses, expert fees and expenses, and court costs) arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to real or personal property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee, its heirs, successors, assigns, transferees, or agents.

7. SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all oil, gas and other minerals lying upon the surface or at any depth of the above described Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said land for oil, gas and other minerals and removing the same therefrom.
8. SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States of America in any Patent(s) which cover(s) the property.
9. The Property is conveyed "AS IS" and "WHERE IS" without any representation or warranty on the part of the Grantor to make any alterations, repairs, or additions. Grantee, for itself and its successors and assigns, further acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor has Grantor made any other agreement to promise to alter, improve, adapt or repair the Property not otherwise contained herein.
10. In the event that there is a breach by the Grantee, its heirs, successors or assigns, of any of the covenants, conditions or restrictions set forth herein, whether caused by the legal or other inability of the Grantee, its heirs, successors or assigns, to perform said covenants, conditions or restrictions, the Grantor will give written notice, with a reasonable time stated therein, for the elimination, rectification or cure of said breach. Upon failure to eliminate, rectify or cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option, revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its heirs, successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.
11. The failure of the Grantor to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but obligation of the Grantee, its heirs, successors and assigns, with respect to such future performance shall continue in full force and effect.
12. The National Park Service and any representative it may so delegate shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purposes of evaluating the Grantee's compliance with the terms and conditions of the conveyance.
13. The Grantee, by its acceptance of this deed, covenants and agrees for itself, its heirs, successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations 41 CFR 102-75.690 as such may be amended. The Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 USC §9620(h)).
14. The covenants, conditions, and restrictions set forth herein are intended to be covenants running with the land in accordance with all applicable law and shall burden and run with the property conveyed by this deed and every part thereof or interest therein, and shall be binding on Grantee, its heirs, successors,

assigns, and every successor in interest to all or any part of the property, and shall benefit Grantor and Grantor's heirs, successors and assigns.

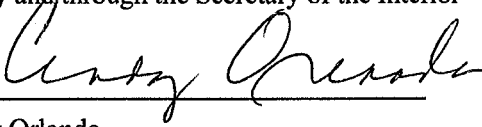
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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 22 day of December, 2021.

UNITED STATES OF AMERICA

Acting by and through the Secretary of the Interior

By



Cindy Orlando

Acting Regional Director

National Park Service, Interior Regions 8, 9, 10, and 12

Acknowledgement

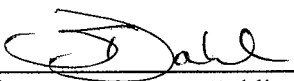
State of Hawai'i)
) ss.
County of Hawai'i)

On this 22 day of December, 2021, before me personally appeared Cindy Orlando, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Description of Document: Quit Claim Deed

Date of Document: 12.22.2021

No. of Pages: 9

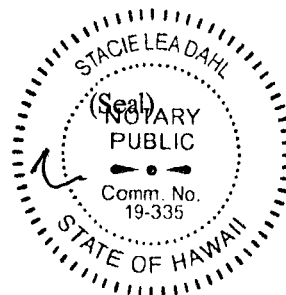


Signature of Notary Public

Stacie Lea Dahl

Printed Name of Notary Public

Commission Expiration Date: 7.28.2023



The foregoing conveyance is hereby accepted, and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

City of Santa Ana

By _____

Date _____

ACKNOWLEDGEMENT

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)
) ss.
County of _____)

On _____ before me, _____,

personally appeared _____, who 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 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.

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 of Notary Public) SEAL:

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

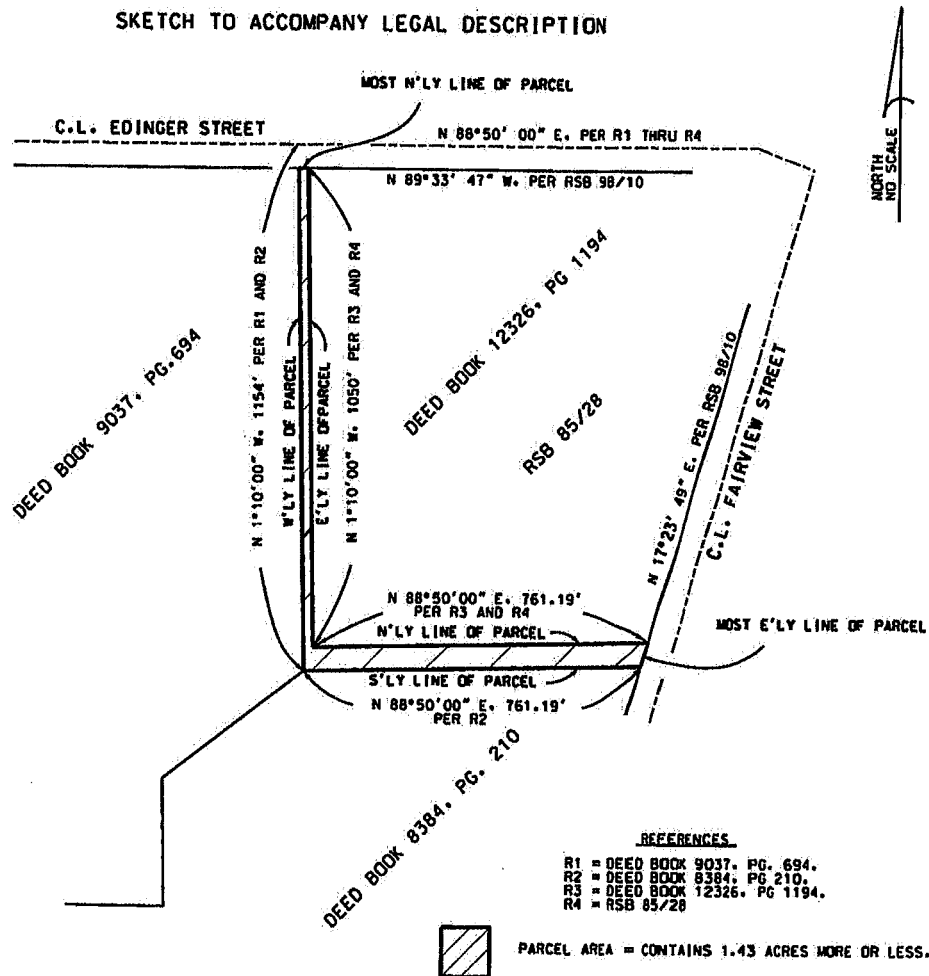


EXHIBIT B

