

Exhibit 5

RESOLUTION NO. 2022-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA
ACCEPTING THE DECLARATION OF RESTRICTIONS FOR RAITT AND
MYRTLE PARK SITE (REPLACEMENT PROPERTY #1)**

WHEREAS, the City of Santa Ana was deeded land from the federal government which has been utilized for Centennial Park and that land had restrictions that the land could only be used for public recreation or public park purposes; and

WHEREAS, the Rancho Santiago Community College District ("RSCCD") and the City have entered into a lease regarding a 2.42 acre portion of the land in Centennial Park upon which the RSCCD Education Center sits, contingent on National Park Service ("NPS") approval of a land exchange to remove the public recreation or public park restrictions from the portion of Centennial Park where the Education Center is located and apply those restrictions to three new City parks (Raitt/Myrtle Park, 6th street and Lacy Street Park, and Pacific Electric Park) instead ("land exchange"); and

WHEREAS, the NPS has agreed to the land exchange and now the City and NPS need to complete the paperwork to release the public recreation or public park purposes restrictions from the designated portion of Centennial Park and apply the public recreation or public park purposes restrictions to the three Replacement Properties (Raitt/Myrtle Park, 6th Street and Lacy Street Park, and Pacific Electric Park).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Ana as follows:

Section 1. This Resolution will hereby certify that the Declaration of Restrictions for the Raitt and Myrtle Park Site (also known as Replacement Property #1), conveyed by the Declaration of Restrictions dated February 1, 2022 or shortly thereafter between the City of Santa Ana, a municipal corporation as Grantor, and the United States of America, acting by and through the Regional Director, Pacific West Region, National Park Service, U.S. Department of Interior, Grantee, is hereby accepted by order of the City Council of the City of Santa Ana, on February 1, 2022, pursuant to authority conferred by this Resolution of the City Council of the City of Santa Ana adopted on February 1, 2022, and the Grantor consents to recordation thereof by its duly authorized officer, the City Manager.

Section 2. Attached as Exhibit "1" to this Resolution is a final draft of the Declaration of Restrictions from the NPS.

Section 3. The City Council of the City of Santa Ana also hereby delegates to the City Manager the authority to sign any additional paperwork necessary to complete the Declaration of Restrictions for the Raitt and Myrtle Park Site (Replacement Property #1).

Section 4. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

Exhibit 5

ADOPTED this ____ day of February, 2022.

Vicente Sarmiento
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney

AYES: Councilmembers _____
NOES: Councilmembers _____
ABSTAIN: Councilmembers _____
NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, DAISY GOMEZ, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2022-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on February____, 2022.

Date: _____

Daisy Gomez
Clerk of the Council
City of Santa Ana

Environmental Assessment, Project Description (EA §1.2.3), dated January 2020, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application (the “Program of Utilization”).

2. The Grantor shall, within 6 months of the date of this Declaration of Restrictions, erect and maintain a permanent sign or marker near the point of principal access to the Replacement Property indicating that the Replacement Property is a park or recreation area and has been acquired in substitution for property acquired from the Federal Government through the Federal Lands to Parks Program of the U.S. Department of the Interior, for use by the general public.
3. The Replacement 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 Replacement Property for public park or public recreational purposes subject to the same terms and conditions in this Declaration of Restrictions. Any mortgage, lien, or any other encumbrance not wholly subordinate to the interest of the Grantee in this Declaration of Restrictions shall constitute an impermissible disposal. However, this provision shall not preclude the Grantor, its successors and assigns from issuing revenue or other bonds related to the use of the Replacement Property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the Replacement Property. Furthermore, this provision shall not preclude the Grantor 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. Funds generated on the Replacement Property may not be expended for non-recreational purposes. Until the Replacement Property has been fully developed in accordance with the Program of Utilization, all revenues generated on the Replacement Property must be used for the development, operation, and maintenance of the Replacement Property. After the Replacement Property has been fully developed in accordance with the Program of Utilization, revenue generated by the Replacement Property may be expended on other recreation properties operated by Grantor.
5. From the date of this Declaration of Restrictions, the Grantor, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the Replacement Property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports or as further determined by the Secretary of the Interior.
6. Grantor further covenants and agrees for itself, its successors and assigns, that: (1) any use, operation, program or activity on or related to the Replacement Property 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 such may be amended from time to time: (a) the regulations of the U.S. Department of the Interior at 43 CFR Part 17, (b) Title VI of the Civil Rights Act of 1964, (c) Title III of the Age Discrimination Act of 1975, (d) Section 504 of the Rehabilitation Act of 1973, and (e) the Architectural Barriers Act of 1968; (2) this covenant shall be subject in all respects to the provisions of said laws and regulations; (3) the Grantor, its 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 Grantor, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantor, its successors or assigns, is authorized to provide services or benefits on or in connection

with the Replacement 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 Grantor, its 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 Grantee and enforceable by the Grantee against the Grantor, its successors and assigns; and (7) the Grantee shall have a right of access to, and entrance upon, the Replacement Property in order to determine compliance with the terms of this conveyance.

7. The Grantor, its successors and assigns, shall indemnify, defend, protect, save and hold harmless the Grantee, 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 Grantor's failure to comply with the terms of this Declaration of Restrictions or from the use or occupancy of the Replacement Property by the Grantor, its successors, assigns, transferees, or agents.
8. In the event that there is a breach by the Grantor, its successors or assigns, of any of the covenants, conditions, restrictions, and agreements set forth herein, whether caused by the legal or other inability of the Grantor, its successors or assigns, to perform said covenants, conditions, restrictions or agreements, the Grantee will give written notice, with a reasonable time stated therein, of such breach together with the actions required by Grantee in order to cure said breach. In the event Grantor, its successors or assigns, fails to cure such breach within the designated time frame set forth in the written notice, Grantor, for itself, its successors and assigns, covenants and agrees that Grantee shall be entitled to the following alternative remedies:
 - a. Grantor, or its successors and assigns, shall deliver to Grantee a general warranty deed to the Replacement Property and shall allow Grantee the immediate right to reenter and take possession of the Replacement Property. Final acceptance of such deed shall be at the sole option of the Grantee.
 - b. In the event Grantor, its successors and assigns, fails to comply with the remedy provided in Section 8(a) above, Grantor, for itself and its successors and assigns covenants and agrees that Grantee shall have the right to prosecute and complete a Quiet Title and Ejectment action, or other reasonably equivalent appropriate action, in a federal court of competent jurisdiction against Grantor, its successors and assigns and any other party-in-interest to the Replacement Property so that Grantee can acquire title and possession of the Replacement Property. By executing this Declaration of Restrictions, Grantor, for itself and its successors and assigns, hereby confesses judgment to Grantee to enable Grantee to complete such judicial proceedings. In addition, Grantor, for itself and its successors and assigns, agrees to pay Grantee all costs associated with any such judicial proceedings incurred by Grantee in acquiring title and possession of the Replacement Property.
 - c. Until Grantee acquires and accepts title and possession to the Replacement Property at its sole option and in accordance with the terms of Section 8(a) or 8(b) above, Grantor, for itself and its successors and assigns, covenants and agrees to be fully responsible to provide protection to and maintenance of said property at all times until such time as the title is actually accepted by the Grantee, including the period of any notice of intent to exercise Grantee's rights. Such protection

Exhibit 5

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.

9. The failure of the Grantee 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 Grantor, its successors and assigns, with respect to such future performance shall continue in full force and effect.
10. The National Park Service and any representative it may so delegate shall have the right of entry upon the Replacement Property at all reasonable times to conduct inspections of the Replacement Property for the purposes of evaluating the Grantor's compliance with the terms and conditions of this Declaration of Restrictions.
11. 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 Replacement Property and every part thereof or interest therein, and shall be binding on Grantor, its successors, assigns, and every successor in interest to all or any part of the property, and shall benefit Grantee and Grantee's , successors and assigns. All restrictions and conditions contained herein are for the sole benefit of the United States of America and may be modified or abrogated by the Secretary of the Interior, or his successor in function, as provided by the Act.

----- *Remainder of page intentionally left blank* -----

Exhibit 5

To indicate their agreement to the provisions contained in this Declaration of Restrictions, Grantor and Grantee have caused this instrument to be executed by their duly authorized representatives effective as of _____, 2021.

Grantor:

City of Santa Ana, California

By _____

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 San Francisco)

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:

Grantee:

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior

By _____
Cindy Orlando
Acting Regional Director
National Park Service

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 San Francisco)

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:

SCHEDULE 1**Exchange Property**

In the City of Santa Ana, County of Orange, State of California, being a portion of land, described in a deed, filed in Book 12326, pages 1194 through 1199 of Deeds, in the Office of the County Recorder of said County, and shown on map, filed in Book 85, page 28 of Record of Surveys, records of said County, together with a portion of land described in a deed filed in Book 9037, pages 694 through 698 of Deeds, records of said County, together with a portion of land described in a deed filed as instrument number _____ records of said County, described as a whole as follows:

Commencing at Westerly terminus of that certain course shown as North 88° 50' 00" East, 1020.05 feet, in said Book 85, page 28, Record of Surveys, said course being the centerline of Edinger Avenue as shown on said map;

Thence, South 1° 10' 00" East, 52.00 feet to the Northwest corner of said Deed filed in Book 12326, pages 1194 through 1199;

Thence, South 1° 10' 00" East, 302.80 feet along the Westerly line of said Deed to the **Point of Beginning**;

Thence North 88° 50' 00" East, 242.53 feet;
Thence South 1° 10' 00" East, 16.82 feet;
Thence South 41° 54' 23" East, 5 8.24 feet;
Thence North 88° 50' 00" East, 199.08 feet;
Thence South 1° 10' 00" East, 89.92 feet;
Thence South 88° 50' 00" West, 96.56 feet;
Thence South 1° 10' 00" East, 68.26 feet;
Thence South 88° 50' 00" West, 90 .21 feet;
Thence South 58° 11' 54" West, 84.07 feet;
Thence South 88° 50' 00" West, 84.35 feet;
Thence North 1° 10' 00" West, 13.76 feet;
Thence South 88° 50' 00" West, 136.16 feet to a point of intersection with the Westerly line of said Deed;
Thence South 88° 50' 00" West, 43.97 feet;
Thence North 1° 10' 00" West, 132.19 feet;
Thence North 88° 50' 00" East, 5.98 feet;
Thence North 1° 10' 00" West, 32.85 feet;
Thence North 45° 22' 35" West, 25.45 feet;
Thence North 1° 10' 00" West, 64.92 feet;
Thence North 88° 50' 00" East, 55.74 feet to the **Point of Beginning**.

Containing 2.42 acres more or less.

SCHEDULE 2**Replacement Property****Replacement Property 1 – Raitt-Myrtle Park Site**

All that certain real property situated in the County of Orange, State of California, described as follows:

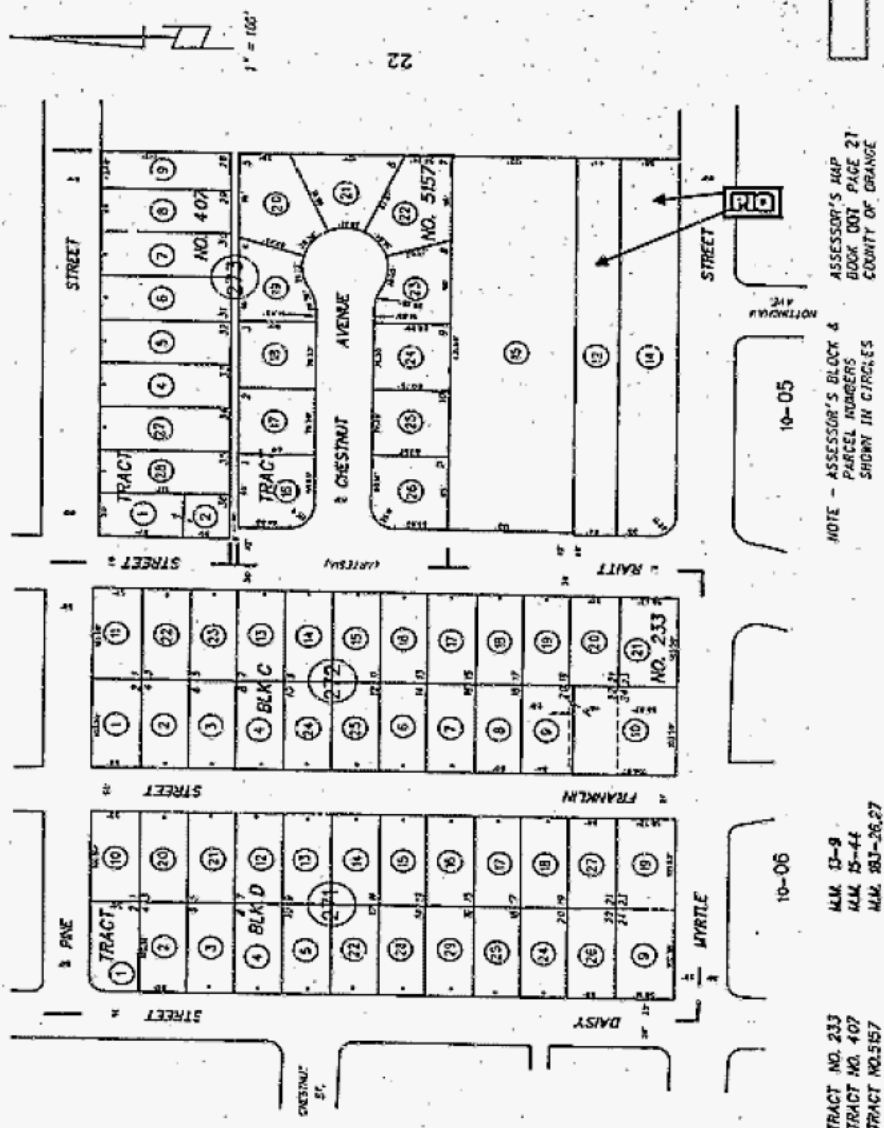
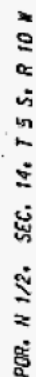
PARCEL 1: APN: 007-273-12

BEGINNING AT A POINT 1232 FEET SOUTH OF A POINT IN THE CENTER OF FIRST STREET, WHICH IS 1942 FEET WESTERLY FROM THE CORNER COMMON TO SECTIONS 11, 12, 13 AND 14, IN TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN; RUNNING THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF FIRST STREET, 443.4 FEET TO THE EASTERLY LINE OF ARTESIA STREET; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF ARTESIA STREET 44 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO PAUL W. LADIGES AND WIFE, BY DEED DATED DECEMBER 18, 1922 AND RECORDED IN BOOK 451 PAGE 70 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LADIGES, 443.4 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 44 FEET TO THE POINT OF BEGINNING.

PARCEL 2: APN: 007-273-14

BEGINNING AT A POINT IN THE CENTER OF FIRST STREET, 1942 FEET WEST OF THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 10 WEST, S.B.B. AND M., AND RUNNING THENCE SOUTH 1320 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 1 OF THE SEPULVEDA TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 197 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE WEST ALONG SAID SOUTH LINE 443.4 FEET, MORE OR LESS, TO THE EAST LINE OF ARTESIS STREET; THENCE NORTH ALONG SAID EAST LINES 1320 FEET, MORE OR LESS, TO THE CENTER LINE OF WEST FIRST STREET, AND THENCE EAST 443.4 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTH 1232 FEET THEREOF.



TRACT NO. 233	MM. 13-9
TRACT NO. 407	MM. 15-44
TRACT NO. 5157	MM. 183-26.27

AUG 1998

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 92012345

Page 1 of 1 Requested By: Kevin McGhee , Printed: 4/27/2020 1:43 PM

Doc: 7-27 MAP ASSESSOR