

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 15, 2020

TITLE:

**AUTHORIZE A PURCHASE AGREEMENT
IN THE AMOUNT OF \$35,000 FOR REAL
PROPERTY ACQUISITION FOR WARNER
AVENUE IMPROVEMENTS PHASE 2
(PROPERTY OWNER: WARNER
INDUSTRIAL, LLC)
(PROJECT NO. 18-6901)
(NON-GENERAL FUND)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

/s/ Kristine Ridge

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager to execute a Purchase Agreement for the partial acquisition and goodwill (if any) of the real property located at 1221 E Warner Avenue (APN 016-120-48), with owner Warner Industrial, LLC, a California Limited Liability Company, in the amount of \$35,000, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

Warner Avenue is classified as an East-West Major Arterial in the City's General Plan Circulation Element and the County of Orange Master Plan of Arterial Highways. Improving the one-mile segment of Warner Avenue from Main Street to Wright Street has been a long-term priority project that is being constructed in several phases. Improvements include widening the street from a four-lane roadway to a six-lane arterial, to address safety issues and provide adequate vehicular capacity, along with installing parkways, raised median landscaping, storm drains, protected bike lanes, sound walls, street lights, and traffic signals. The City is acquiring properties for the development of Phase 2 of the Warner Avenue Improvements project, bounded by Oak Street and Grand Avenue. Construction is anticipated to begin in summer 2021.

The recommended property acquisition is necessary to accommodate the street improvements for Phase 2 (Exhibit 1). The purchase offer was determined based on the appraised value prepared by a California State licensed appraiser and accepted by the property owner (Exhibit 2).

ENVIRONMENTAL IMPACT

On September 1, 2015, City Council approved the Warner Avenue Final Environmental Impact Statement (SCH No. 2012101004).

FISCAL IMPACT

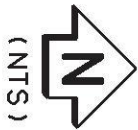
Funds in the amount of \$35,000 are available in the Warner Avenue Improvements Project (No. No. 18-6901) for property acquisition expenditures in FY 2020-21 as follows:

Fiscal Year	Accounting Unit – Account No.	Fund Description	Accounting Unit – Account No. Description	Amount
Property Acquisition				
FY 2020-21	03217663-66100	Measure M-Street Construction	Measure M2 Competitive Street – Land	\$26,250
FY 2020-21	05917668-66100	Select Street Construction (City of Tustin Contribution)	Warner Ave-Tustin CFD – Land	\$8,750
Total				\$35,000

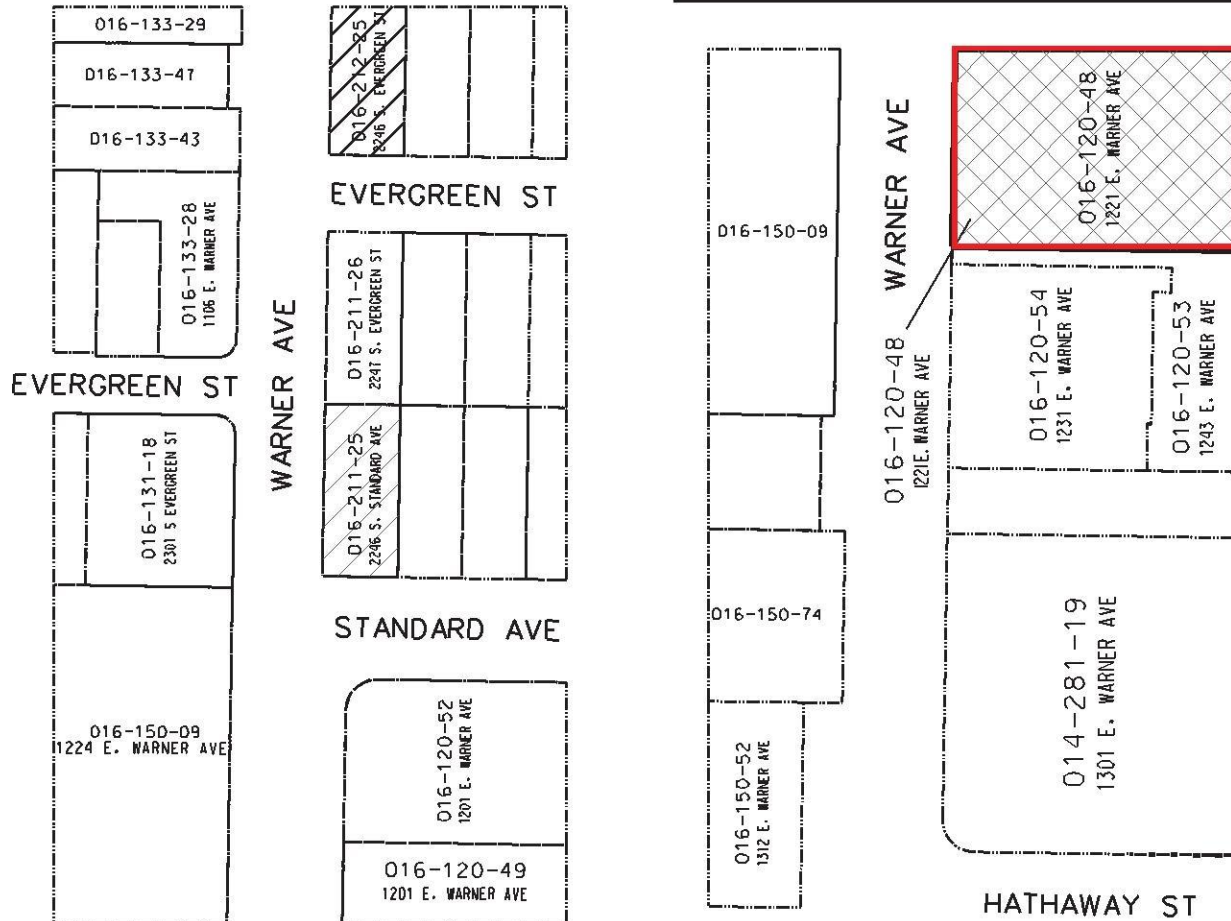
Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Exhibits: 1. Location Map
2. Purchase Agreement – APN 016-120-48



**MATCHLINE
SEE BOTTOM LEFT**

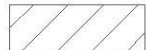


**MATCHLINE
SEE TOP RIGHT**

LEGEND:



-SUBJECT PROPERTY



-ACQUIRED PROPERTIES

SANTA ANA



TITLE:

**PURCHASE AGREEMENTS FOR WARNER AVENUE
IMPROVEMENTS (PROJECT NO. 18-6901
NONGENERAL FUND)**



**PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND BILATERAL ESCROW INSTRUCTIONS**

THIS AGREEMENT (hereinafter "PSA"), entered into on December 15
 , 2020, between the CITY OF SANTA ANA, a charter city and municipal corporation duly
organized under the Constitution and laws of the State of California (hereinafter "City" or "Buyer"), and
Warner Industrial, LLC, a California Limited Liability Company (hereinafter "Seller"), regardless of
number or gender;

THEREFORE, for and in consideration of their mutual promises, covenants and agreements, and
subject to the terms, conditions and provisions of this PSA, Seller agrees to sell to City, and City agrees
to purchase from Seller, that certain real property rights (hereinafter collectively "Said Real Property")
legally described as follows:

SEE Exhibits "A" and "A-1" – Legal Descriptions
and Exhibits "B" and "B-1" – Plat Maps
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
(Commonly known as 1221 E. Warner Ave, Santa Ana, CA 92707)
(APN 016-120-48)

Said purchase and sale of Said Real Property shall be in accordance with and subject to all of the
following terms, conditions, promises, covenants, agreements and provisions, to wit:

1. Conveyance by Seller.

- A. Seller agrees to convey Said Real Property to City, by Grant Deed, at the office of
Commonwealth Land Title Insurance Company, 4100 Newport Place Drive, Suite 120,
Newport Beach, California, within sixty (60) days from and after the date on which the City
has approved this Agreement.
- B. Seller Agrees to convey to City a 538 square foot fee acquisition and Six (6) Month 834 square
foot Temporary Construction Easement in, on, over and above the portion of property
described on the attached Exhibits "A and A-1" and depicted on the attached Exhibits "B and
B-1" and incorporated herein by the reference.

2. Title to be Conveyed. Seller agrees that, except as may hereinafter be otherwise expressly
provided, Said Real Property shall be conveyed by Seller to City, as aforesaid, free and clear of any and
all conditions, restrictions, reservations, exceptions, easements, assessments, profits, limitations,
encumbrances (whether monetary or non-monetary, general or specific, including any and all leasehold
interests), liens, clouds or defects in title except those exceptions shown in Paragraph 15 below. Seller
hereby warrants that the title to Said Real Property to be conveyed by Seller to City shall be free and
clear as provided above. Seller further agrees that acceptance by City of any deed to Said Real Property,
with or without knowledge of any condition, restriction, reservation, exception, easement, assessment,
profit, limitation, encumbrance (whether monetary or non-monetary, general or specific, and including
any and all leasehold interests), lien, cloud or defect in title, shall not constitute a waiver by City of its
right to the full and clear title hereinabove agreed to be conveyed by Seller to City, nor of any right which
might accrue to City because of the failure of Seller to convey title as hereinabove provided.

3. **Title Insurance.** Seller agrees to deliver to City, concurrently with the conveyance of Said Real Property to City, within the time and at the place hereinabove specified for said conveyance of Said Real Property, a policy of title insurance to be issued by the above mentioned title company, with the City therein named as the insured, in the amount of Thirty-Two Thousand, Two Hundred Twenty-Nine Dollars (\$32,229.00) insuring the title of the City to Said Real Properties are free and clear of any and all conditions, restrictions, reservations, exceptions, easements, assessments, profits, limitations, encumbrances (whether monetary or non-monetary, general or specific, and including any and all leasehold interests), liens, clouds or defects in title, excepting such specific ones as city may hereinafter expressly agree to take subject to. Acceptance by City of any such policy of insurance, whether such insurance complies with the requirements of this paragraph or not, shall not constitute a waiver by City of its right to such insurance as is herein required of Seller, nor a waiver by the City of any rights of action for damages or any other rights which may accrue to City by reason of the failure of Seller to convey title or to provide title insurance as required in this Agreement.

4. **Escrow.** City agrees to open an escrow at the office of Commonwealth Land Title Insurance Company, 4100 Newport Place Drive, Suite 120, Newport Beach, California, (the Escrow Agent) within five (5) days from and after the date on which the City has approved this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Seller and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow. Escrow to close within sixty (60) days of the City's execution of this Agreement. If escrow is not in a condition to close by the Close of Escrow, and failure to close is due to unforeseen conditions of title or interest of third parties in the Property that cannot be resolved in Escrow, then buyer may, at its option, request cancellation of escrow and this Agreement and return of any funds it has deposited into escrow. Thereupon, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. If no such request is made, Escrow shall be closed as soon as possible thereafter. Buyer shall be entitled to possession of the Property immediately upon close of Escrow.

The Escrow Agent hereby is empowered to act under this Agreement, and upon indicating its acceptance of this Section 4 and of the General Provisions described in **Exhibit "C"** attached hereto and incorporated herein by this reference, in writing, delivered to the City and to the Seller within five (5) days after delivery of this Agreement, shall carry out its duties as Escrow Agent hereunder.

City agrees to bear and Escrow Agent is hereby authorized to charge to the City the cost of any transfer taxes, recording fees, cost of title insurance, re-conveyance fees, document preparation fees, escrow fees and any other closing costs incidental to the conveying of Said Real Property to City. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

The liability to the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Section 4, Section 6, Section 8 and **Exhibit "C"** of the General Provisions of this Agreement.

5. **Property Taxes.** Such real property taxes, if any, on Said Real Property for the fiscal year within which Said Real Property is conveyed to City as are unpaid at the time of said conveyance shall be cleared and paid in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California. Seller shall be eligible for a refund under Section 5096.7 of the Revenue and Taxation Code of the State of California for that portion of property taxes on Said Real Property for said fiscal year which have been paid prior to the date the deed conveying Said Real Property to City is recorded which is allocable to that portion of the fiscal year which begins on the date the deed conveying Said Real Property to City is recorded and made uncollectible if unpaid by reason of Section 5086 of the Revenue and Taxation Code of the State of California. To the extent that Seller has prepaid any taxes or

assessments attributable to the Property; Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

All unpaid taxes on Said Real Property for any and all years prior to the fiscal year within which said conveyance is made shall be paid by Seller before conveyance of Said Real Property to City.

6. **Payment of Purchase Price.** City agrees to pay to Seller, and Seller agrees to accept from City, as and for the full purchase price for Said Real Property, temporary construction easement, fixtures & equipment (improvements pertaining to the realty), goodwill (if any), and severance damages, the total sum of **Thirty-Five Thousand and 00/100 Dollars (\$35,000.00)**. City agrees to deposit said purchase price in escrow with the Escrow Agent within SIXTY (60) days from and after the date on which the City has approved this Agreement, and the Escrow Agent is hereby authorized to pay the same to Seller upon and after:

- (a) Conveyance of Said Real Property by Seller to City as hereinabove provided;
- (b) Acceptance by City of a Grant Deed conveying said portion of Said Real Property to City;
- (c) Acceptance by City of a Temporary Construction Easement to City;
- (d) Delivery to City of the policy of title insurance as hereinabove provided;
- (e) Recordation of the Deed conveying said portion of Said Real Property to City.

7. **Possession.** Seller agrees to deliver to City, on the date the Deed conveying said real property to City is recorded, quiet and peaceful possession of said property, which shall be made free to Seller of all personal property.

8. **Rental and Occupancy By Seller.** INTENTIONALLY DELETED.

9. **Waivers.** The waiver by City of any breach of any covenant or agreement herein contained on the part of the Seller shall not be deemed or held to be a waiver of any subsequent or other breach of said covenant or agreement nor a waiver of any breach of any other covenants or agreements contained herein.

10. **Heirs, Assigns, Successors-in-Interest.** This PSA, and all the terms, covenants and conditions hereof, shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective Parties hereto.

11. **Time is of the Essence.** In all matters and things hereunder to be done and in all payments hereunder to be made, time is and shall be of the essence.

12. **Just Compensation.** Seller acknowledges and agrees that said purchase price is just compensation at fair market value for Said Real Property and includes payment for fixtures & equipment (improvements pertaining to realty), goodwill (if any), and severance damages.

13. Acknowledgment of Full Benefits and Release.

- A. By execution of this Agreement, Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for injury to the remainder ("severance damages"); pre-condemnation damages; claims for inverse condemnation; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; any right to repurchase, leaseback from Seller, or receive any financial gain from, the sale of any portion of the Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Seller pursuant to Code of Civil Procedure sections 1245.245, 1263.025 and 1263.615; any other rights conferred upon Sellers pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs. It being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property by Buyer. This release shall survive the Close of Escrow.
- B. This Agreement arose out of Buyer's efforts to acquire the Property through its municipal authority. Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained by Seller, or may be sustained by Seller, as a result of Buyer's efforts to acquire the Property or to construct the works of improvement thereon, or any preliminary steps thereto. This Agreement does not, and shall not be construed to, require Seller to indemnify Buyer for damages which may arise as a result of Buyer's efforts to construct improvements on the Property.
- C. Seller hereby acknowledges that he either has consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the provisions of the California Civil Code Section 1542, which provides as follows"

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Seller acknowledges that he may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which Seller may have under California Civil Code Section 1542, or under any statute or common law or equitable principal or similar effect.

This acknowledgement and release shall survive the Close of Escrow.

14. Notices. The mailing address of the City of Santa Ana is 20 Civic Center Plaza, M-36, P.O. Box 1988, in the City of Santa Ana 92701, County of Orange, State of California. The mailing address of the Seller is 1221 E. Warner Ave, Santa Ana, CA 92705.

15. **Exceptions.** City agrees to accept title to Said Real Property subject to the following: NONE.

16. **Entire Agreement.** It is mutually agreed that the Parties hereto have herein set forth the whole of their Agreement. Performance of this PSA by City shall lay at rest, each, every, and all issue(s) that were raised or could have been raised in connection with the acquisition of Said Real Property by City.

17. **Hazardous Waste.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. S9601 et seq. (42 U.S.C. S9601).

18. **Compliance With Environmental Laws.** To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

19. **Indemnity.** Seller agrees to indemnify, defend and hold the City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage,

liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

20. Contingency. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the City herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.

21. Modification and Amendment. This PSA may not be modified or amended except in writing signed by the Seller and City.

22. Partial Invalidity. Any provision of this PSA that is unenforceable or invalid or the conclusion of which would adversely affect the validity, legality, or enforcement of this PSA shall have no effect, but all the remaining provisions of this PSA shall remain in full force.

23. Captions. Captions and headings in this PSA, including the title of this PSA, are for convenience only and are not to be considered in construing this PSA.

24. Governing Law. This PSA shall be governed by and construed in accordance with the laws of the State of California.

25. No Reliance By One Party On The Other. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this PSA and the meaning of the provisions hereof. The provisions of this PSA shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

26. No Third Party Beneficiary. This PSA is intended to benefit only the Parties hereto and no other person or entity has or shall acquire any rights hereunder.

27. Duty To Cooperate Further. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this PSA, without cost.

28. Applicability of Agreement To Assignees. This PSA shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties to this PSA.

29. Authority to Execute Agreement. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this PSA, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

30. Construction Contract and Curative Work. All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the City, shall be left in as good condition as found.

Any landscaping removed within the TCE area will be replaced by the City as part of the project.

31. Incorporation of Exhibits. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this PSA.

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Sale Agreement on the date and year first written above.

SELLER: Warner Industrial, LLC, a California Limited Liability Company



Elyas Balta
Manager

Date: 11/3/2020

City/Buyer
City of Santa Ana

Kristine Ridge
City Manager

Date: _____

ATTEST:

Daisy Gomez
Clerk of the Council

Date: _____

APPROVED AS TO FORM:



John M. Funk
Sr. Assistant City Attorney

Date: 11-17-20

RECOMMENDED FOR APPROVAL:

Nabil Saba, PE, PLS
Executive Director
Public Works Agency

Date: _____

EXHIBIT "A" (PART TAKE FEE)

LEGAL DESCRIPTION

HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 2603 Main Street • Suite 400 • Irvine, CA 92614-4250 • 949.988.5815 phone • 949.988.5820 fax • huitt-zoliars.com

R307513.19

09-20-19

REVISED

02-24-20

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT OF WAY FEE ACQUISITION
APN 016-120-48

That portion of Parcel 3, in the City of Santa Ana, County of Orange, State of California, as shown on a map filed in Book 131, Pages 37 through 38, inclusive, of Parcel Maps, in the office of the County Recorder of said County, described as follows:

Commencing at the Southeast corner of Parcel 4 of said Parcel Map; thence along the Easterly line of said Parcel 4 North 01°24'25" East 2.12 feet; thence leaving said Easterly line South 46°30'17" West 2.29' to a line being parallel with and 0.50 feet Northerly of the Southerly line of said Parcel 4; thence along said parallel line North 88°29'43" West 62.95 feet to the beginning of a curve concave Northerly, having a radius of 8,353.50 feet; thence leaving said parallel line Westerly 108.50 feet along said curve through a central angle of 00°44'39" to the Westerly line of said Parcel 4, being the TRUE POINT OF BEGINNING; thence continuing Westerly 47.12 feet along said curve through a central angle of 00°19'24"; thence non-tangent North 02°33'46" East 0.67 feet to the beginning of a non-tangent curve concave Northerly, having a radius of 8,353.00 feet, a radial line of said curve to said beginning bears South 02°34'19" West; thence Westerly 116.97 feet along said curve through a central angle of 00°48'09" to the Westerly line of said Parcel 3; thence along said Westerly line South 01°24'25" West 5.61 feet to the Southerly line of said Parcel 3; thence along said Southerly line South 88°29'43" East 164.03 feet to the Easterly line of said Parcel 3; thence along said Easterly line North 01°24'25" East 1.20 feet to the TRUE POINT OF BEGINNING.

Containing an area of 538 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

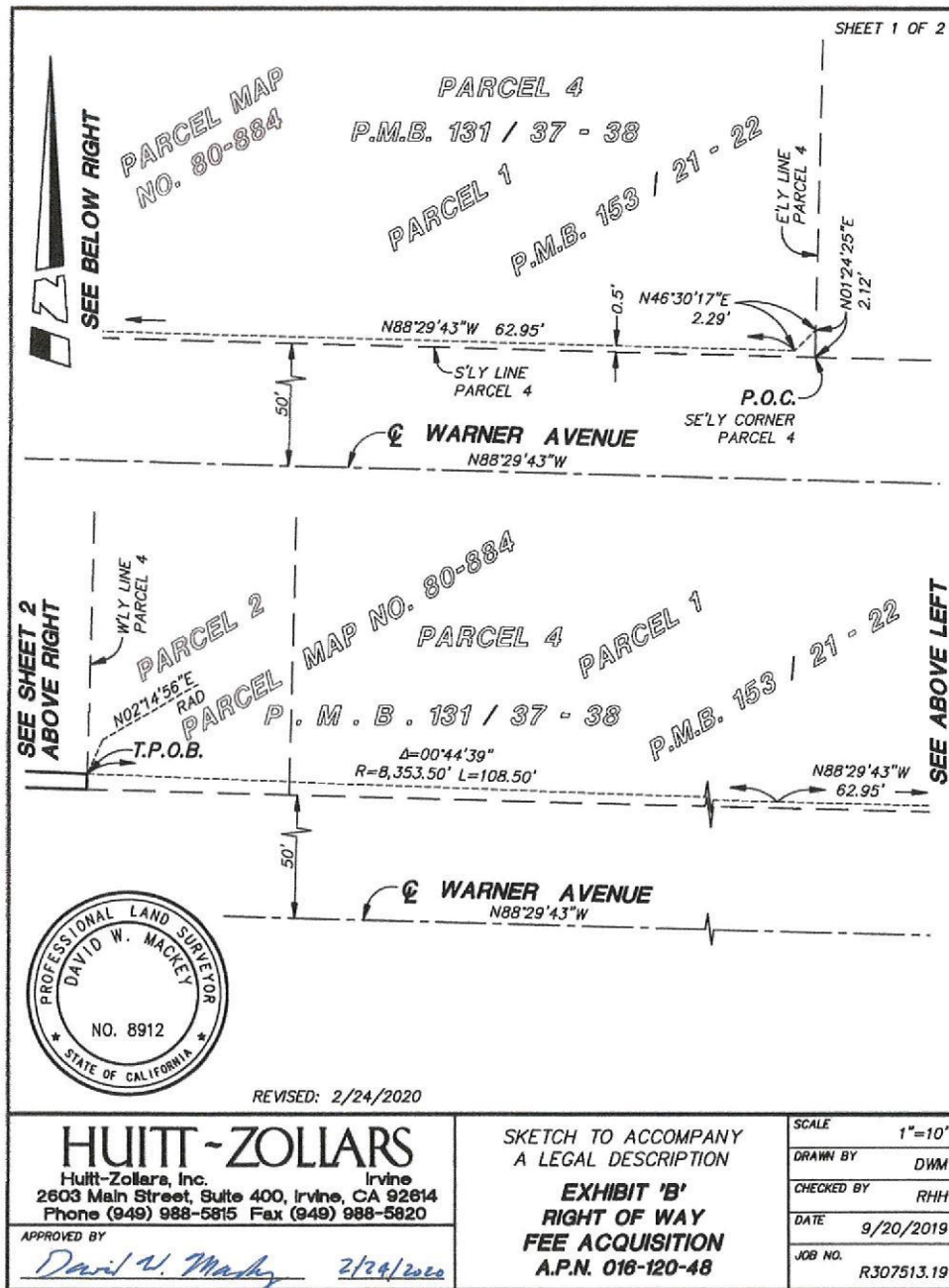
David W. Mackey
DAVID W. MACKEY, PLS 8912



R307513.19/02/02.10/REF 42 016-120-48 ROW DED

EXHIBIT "B" (PART TAKE FEE)

PLAT MAP



R: \R307513.19\CADD\MAPPING\DWG\EX\30751319JEX05.DWG

EXHIBIT "A-1" (TEMPORARY CONSTRUCTION EASEMENT)

LEGAL DESCRIPTION

HUITT-ZOLIARS

HUITT ZOLIARS, INC. • 2603 Main Street • Suite 400 • Irvine, CA 92614-4250 • 949.988.5815 phone • 949.988.5820 fax • huitt-zoliars.com

R307513.19
09-20-19
REVISED
03-02-20

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
APN 016-120-48

That portion of Parcel 3, in the City of Santa Ana, County of Orange, State of California, as shown on a map filed in Book 131, Pages 37 through 38, inclusive, of Parcel Maps, in the office of the County Recorder of said County, being a strip of land 5.00 in width, the southerly line of said strip of land being described as follows:

Commencing at the Southeast corner of Parcel 4 of said Parcel Map; thence along the Easterly line of said Parcel 4 North 01°24'25" East 2.12 feet; thence leaving said Easterly line South 46°30'17" West 2.29' to a line being parallel with and 0.50 feet Northerly of the Southerly line of said Parcel 4; thence along said parallel line North 88°29'43" West 62.95 feet to the beginning of a curve concave Northerly, having a radius of 8,353.50 feet; thence leaving said parallel line Westerly 108.50 feet along said curve through a central angle of 00°44'39" to the Westerly line of said Parcel 4, being the TRUE POINT OF BEGINNING; thence continuing Westerly 47.12 feet along said curve through a central angle of 00°19'24"; thence non-tangent North 02°33'46" East 0.67 feet to the beginning of a non-tangent curve concave Northerly, having a radius of 8,353.00 feet, a radial line of said curve to said beginning bears South 02°34'19" West; thence Westerly 116.97 feet along said curve through a central angle of 00°48'09" to the Westerly line of said Parcel 3.

The Northerly line of said strip of land to be lengthened or shortened so as to originate in said Easterly line of said Parcel 3 and to terminate in said Easterly line of said Parcel 3.

Containing an area of 834 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey
DAVID W. MACKEY, PLS 8912



R307513.19/02/02.10/REF 42 016-120-48 TCE DFD

PLAT MAP



EXHIBIT "C" (Commonwealth Land Title Company)

GENERAL ESCROW PROVISIONS

All disbursements shall be made by Escrow's check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of California and may be transferred to any other general escrow account or accounts. The expression "close of escrow" means the date on which instruments referred to herein are filed for record. All adjustments are to be made on the basis of a 30-day month. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

There shall be no proration of any existing insurance policies in this escrow.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees, suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you. In the event you file a suit in interpleader, you shall ipso facto be fully released and discharged from all obligations imposed upon you in this escrow.

If for any reason funds are retained or remain in escrow, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

Time is declared to be the essence of these instructions. If you are unable to comply within the time specified herein and such additional time as is required to make an examination of the official records, you will return all documents, money or property to the party entitled thereto upon satisfactory written demand and authorization. Any amendment of and/or supplement to any instructions must be in writing. The seller agrees to sell and the buyer agrees to buy the property herein described upon the terms hereof.

These escrow instructions, and amendments hereto, may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same instruction.