

LICENSE AGREEMENT
BETWEEN THE CITY OF HUNTINGTON BEACH AND THE
OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY FOR USE AND
MAINTENANCE OF NEIGHBORHOOD PARKS ON SCHOOL PROPERTIES

This License Agreement (the "Agreement") is made and entered into as of _____, 2019 (the "Effective Date"), by and between (1) the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY, a California school district duly organized and existing under the laws of the State of California (the "District") and (2) the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (the "City") [hereinafter, the District and the City shall collectively be referred to as the "Parties" and individually as "Party"].

I. RECITALS

This Agreement is entered into on the basis of the following facts:

A. The District is the owner of certain school properties and facilities in the City of Huntington Beach, California (collectively, the "School Properties"), which are the subject of this Agreement. These eight School Properties are commonly known as:

- (1) the Circle View Elementary School, located at 15720 Willet Lane, H.B. ("Circle View");
- (2) the Glen View Elementary School, located at 6721 Glen Drive, H.B. ("Glen View");
- (3) the Harbour View Elementary School, located at 16600 Saybrook Lane, H.B. ("Harbour View");
- (4) the Haven View Elementary School, located at 16041 Waikiki Lane, H.B. ("Haven View");
- (5) the Lake View Elementary School, located at 17461 Zeider Lane, H.B. ("Lake View");
- (6) the Marine View Middle School, located at 17442 Frans Lane, H.B. ("Marine View");
- (7) the Pleasant View Elementary School, located at 16650 Landau Lane, H.B. ("Pleasant View"); and

(8) the Robinwood Elementary School, located at 5180 McFadden Avenue, H.B. ("Robinwood").

B. The City desires to use and maintain certain portions of the School Properties to serve as "neighborhood parks" that would be open to the general public during specified hours and would be used for public park and community recreational purposes. The specific portions of the School Properties that would be used and maintained by the City as "neighborhood parks" pursuant to this Agreement (hereinafter collectively referred to as the "Park Parcels" and individually as "Park Parcel") are described as follows:

(1) That redlined portion of Circle View depicted on Exhibit "A" attached hereto and commonly referred to as "Circle View Park."

(2) That redlined portion of Glen View depicted on Exhibit "B" attached hereto and commonly referred to as "Glen View Park."

(3) Those redlined portions of Harbour View (but not including the tennis courts which shall not be part of the Harbour View Park Parcel) depicted on Exhibit "C" attached hereto and commonly referred to as "Harbour View."

(4) That redlined portion of Haven View depicted on Exhibit "D" attached hereto and commonly referred to as "Haven View Park."

(5) That redlined portion of Lake View depicted on Exhibit "E" attached hereto and commonly referred to as "Lake View Park."

(6) That redlined portion of Marine View depicted on Exhibit "F" attached hereto and commonly referred to as "Marine View Park."

(7) That redlined portion of Pleasant View depicted on Exhibit "G" attached hereto and commonly referred to as "Pleasant View Park."

(8) That redlined portion of Robinwood depicted on Exhibit "H" attached hereto and commonly referred to as "Robinwood Park."

C. The District is willing to grant to the City a revocable license for the non-exclusive use of the Park Parcels, subject to the terms and conditions set forth below.

II. TERMS AND CONDITIONS

NOW, THEREFORE, (a) in light of the foregoing Recitals which, along with all Exhibits attached hereto, are incorporated herein as part of this Agreement, and (b) in consideration of the

representations, covenants, warranties, and promises contained herein, each of the Parties agrees to each of the following terms and conditions:

1. Grant of License.

1.1 Except as otherwise provided in Section 1.2 below, and conditioned upon the City's compliance with each of the terms of this Agreement, particularly the use conditions set forth in Section 5 below, the District hereby grants a non-exclusive, revocable license (the "License") to the City to use the Park Parcels for so long as this Agreement is in effect.

1.2 With respect to Pleasant View Park Parcel, the yellow-shaded area shown on Exhibit "G" attached hereto (hereinafter referred to as the "Excluded Area"), which, in the past, has been considered part of that Park Parcel, will need to be removed and excluded from that Park Parcel. The Excluded Area is subject to a temporary construction easement (the "TCE") required by the Orange County Transportation Authority for the construction of improvements to Interstate 405. The Excluded Area includes those portions of the land that are described and depicted in Exhibits A1 and A2 of the TCE, copies of which are attached hereto as Exhibits G-A1 and G-A2, respectively. Accordingly, the Excluded Area shall no longer be considered part of Pleasant View Park Parcel, nor shall it be part of, or otherwise covered by, the License. In the future, however, the District, in its sole discretion, and upon written notice to the City, may elect to restore and make all or any portion of the Excluded Area a part of Pleasant View Park Parcel once again, in which event, all or such designated portion of the Excluded Area shall be deemed to be automatically part of that Park Parcel and covered by the License.

2 Term. The term of this Agreement (the "Term") shall be for ten (10) years from the Effective Date of this Agreement, unless earlier terminated as provided in Section 3 below. The Term may be extended by a writing executed by both Parties and, if extended, the Term shall be referred to as the "Extension Term".

3 Termination; Removal and Exclusion of Individual Park Parcels.

3.1 This Agreement may be terminated, with or without cause, by either Party giving at least thirty (30) days' written notice of termination to the other Party, except that, upon such termination, this Section and Sections 5.8, 5.10, 5.12, 6.1 through 6.11, 7.9, 7.10, and 7.14 shall survive termination of this Agreement and shall remain in full force and effect.

3.2 As an alternative to terminating this Agreement in full, and upon providing thirty (30) days' written notice to the other Party, with or without cause, either Party may cause

one or more of the Park Parcels to be removed and excluded from being a part of and covered by the License. Notwithstanding the removal and exclusion of any such Park Parcels, the License shall remain in full force and effect as to all other Park Parcels. In addition, Sections 5.10, 5.12, 6.1 through 6.11, 7.10, and 7.14 of this Agreement shall remain in full force and effect as to any such removed and excluded Park Parcels.

3.3 Notwithstanding Sections 3.1 and 3.2, above, and in the event that the District determines, in its sole discretion, that (a) any unsafe or dangerous conditions or threats to life or property exist at or on any of the Park Parcels or (b) any natural disaster or emergency makes it necessary, as determined in the District's sole discretion, for the District to use one or more of the Park Parcels for District-related purposes, the District, upon providing written notice to the City, may (i) terminate this Agreement, effective immediately upon the giving of such notice, or (ii) remove and exclude one or more of the Park Parcels from being a part of and covered by the License, effective immediately upon the giving of such notice. Upon such immediate termination, or upon such immediate removal and exclusion, as the case may be, this Section and Sections 5.8, 5.10, 5.12, 6.1 through 6.11, 7.9, 7.10, and 7.14 shall survive and shall remain in full force and effect.

3.4 In the event that, pursuant to the provisions of Sections 3.1 through 3.3 above, (a) this Agreement is terminated in its entirety by the District or (b) the District causes one or more Park Parcels to be removed and excluded from being a part of and covered by the License, and if, as of the date of such termination or removal (the "End Date"), the City has installed or constructed facilities, equipment, or other amenities or improvements (collectively, the "City Improvements") on any of the Park Parcels that the City will no longer be licensed to use under this Agreement, the District shall be required to reimburse the City for the then fair market value of such City Improvements, provided, however, that the only City Improvements that shall qualify for such reimbursement shall be those that are installed or constructed by the City at such Park Parcels after the Effective Date of this Agreement and with the prior written consent of the District as required by Sections 5.1 and 5.5 below. The term "City Improvements" shall include, but shall not be limited to, the items defined as "Park Amenities" in Section 5.1 below, except that only those Park Amenities that are installed or constructed by the City after the Effective Date of this Agreement shall be deemed to qualify as City Improvements for purposes of this Section.

3.5 The appraisal of the fair market value of such City Improvements shall be performed by an independent third-party appraiser hired by the District at its expense, and such appraiser shall have adequate experience in appraising the value of those types of improvements. The date of valuation shall be as of the End Date and such valuation shall account for, among other things, depreciation, wear and tear, and remaining useful life of the City Improvements. If the City does not agree with the valuation rendered by the District's appraiser, the City may hire its own independent, third-party appraiser at its own expense. In the event that the two appraisers cannot reach agreement as to the then fair market value of the City Improvements, they shall jointly select (without consultation with, or consent by, the District or the City) a third qualified appraiser to perform a neutral appraisal of the then fair market value of the City Improvements (the "Neutral Appraisal"). Upon the completion of the Neutral Appraisal, the fair market value (the "Final Value") of the City Improvements shall be deemed to be the average of the two closest of the three appraisals. As so determined, the Final Value shall be binding upon the Parties. The District shall reimburse the City for the Final Value of the City Improvements within thirty (30) days of the date that the Neutral Appraisal is rendered. In the event that the Parties reach agreement on the value of the City Improvements without the necessity of engaging a third appraiser, the District shall pay that amount to the City within thirty (30) days of reaching such agreement. The District and the City shall each bear one-half (50%) of the cost of such Neutral Appraisal.

3.6 In the event that the City as opposed to the District, terminates this Agreement or otherwise removes or excludes one or more Park Parcels from being a part of and covered by the License, the provisions of Sections 3.4 and 3.5 above shall not apply and the City shall not be entitled to be reimbursed by the District for any of the City Improvements installed or constructed on any of the Park Parcels that the City will no longer be licensed to use under this Agreement.

4 **License Fee.** For the use of the Park Parcels during the Term (or any Extension Term) of this Agreement, the City shall pay a license fee to the District of One Dollar (\$1.00) per year, due and payable on the first day of the Term (or any Extension Term) and on each subsequent anniversary date of the Term (or any Extension Term).

5. **Use Conditions.** The City's compliance with each of the following use conditions shall be a condition subsequent to the District's grant of, and the City's right to exercise, the License granted in Section 1.1 above.

5.1 Park Amenities Permitted. Pursuant to the License, and subject to (a) the District's prior written approval and (b) the City's full compliance with the maintenance, repair, and cleanup conditions specified in Sections 5.2.1 through 5.2.5 below, the City shall be allowed to construct, operate, and maintain on the Park Parcels, standard amenities and improvements that are typically found in parks, including playground equipment, picnic tables, benches, security lighting, and landscaping (collectively, the "Park Amenities"). For purposes of this Agreement, the District shall be deemed to have approved the existence of, but shall not be deemed to have approved the condition of, or the City's manner of operating, maintaining, repairing, or cleaning up, any Park Amenities that have already been constructed or installed, or are otherwise already in place, at any of the Park Parcels as of the Effective Date of this Agreement.

5.2 City's Maintenance, Repair, and Cleanup of Park Parcels and Park Amenities.

5.2.1 Covenant of Good Repair and Condition. At City's sole cost, the City hereby covenants to, and shall, keep each of the Park Parcels, and any and all Park Amenities located on any of the Park Parcels, in good repair and condition, and in safe working order, at all times during the Term (or any Extension Term) of this Agreement.

5.2.2 Regular Maintenance of Park Parcels and Park Amenities. In satisfying the obligations stated in Section 5.2.1 above, the City, at its sole cost, and on not less than a weekly basis throughout each year of the Term (or any Extension Term) of this Agreement, shall perform all standard, reasonable, and necessary, maintenance activities at each of the Park Parcels, including, but not limited to, landscape maintenance, such as mowing, trimming, pruning, planting, fertilizing, weed control, building and landscape collection and disposal of green waste, etc. In performing weed control, however, the City and its maintenance employees and maintenance-related contractors, subcontractors, and consultants (collectively, the "Maintenance Workers") shall be prohibited from spraying or otherwise applying any "Roundup" as a herbicide at any of the Park Parcels.

5.2.3 Repair, Replacement, and Remediation Due to Wear and Tear. At its sole cost, the City shall be responsible for undertaking and completing any repairs, replacements, or other remedial measures that are required at any of the Park Parcels as a result, in whole or in part, of the use of any of the Park Parcels or any of the Park Amenities by the City, the City's Related Persons (as defined below), or the general public. In the event that, as a result

of any wear and tear, any of the Park Amenities at any of the Park Parcels become inoperative, unsafe, dilapidated, unusable, or unsightly, or otherwise fall into a state of disrepair, the City shall, without the necessity of receiving any oral or written notice from the District, proceed with reasonable diligence to repair, replace, or otherwise restore any such Park Amenities to good repair and condition and shall ensure that they are in safe working order. If the City fails to diligently repair, replace, or restore any such park Amenities to good repair and condition after being provided fourteen (14) calendar days' written notice from the District, then, with or without the City's consent, the District shall not be obligated to, but may, in its sole discretion, undertake any and all reasonable actions necessary to accomplish such repair, replacement, or restoration of any such Amenities and the City shall reimburse the District for the reasonable cost of any such actions within thirty (30) days of receiving an invoice or invoices from the District.

5.2.4 Repair, Replacement, and Remediation Due to Damage. The City shall immediately notify the District of any damage caused to any of the Park Parcels or to any of the Park Amenities by the City, the City's Related Persons (as defined below), or any members of the general public. In the event that the City fails to repair, replace, or otherwise remediate such damage to such Parcels or Amenities after being provided fourteen (14) calendar days' written notice from the District, then, with or without the consent of the City, the District shall not be obligated to, but may, in its sole discretion, undertake any and all reasonable actions necessary to accomplish such repair, replacement, or remediation of such Parcels or Amenities and the City shall reimburse the District for the reasonable cost of any such actions within thirty (30) days of receiving an invoice or invoices from the District. In the event that any such repair, replacement, or remediation activities (collectively, the "Repair Activities") involve special circumstances or require special actions, such as obtaining special parts, materials or permits that require more than 14 days to obtain, the City shall so notify the District within 48 hours of receiving such written notice from the District. Upon receipt of such notification from the City, the District agrees to grant reasonable time extensions to undertake and complete such Repair Activities. The City shall not be responsible for undertaking any Repair Activities for any such damage that is caused solely by the District's acts or omissions.

5.2.5 Regular Cleanup of Park Parcels and Park Amenities. At its sole cost, the City shall be responsible for the regular and routine cleanup of each of the Park Parcels and each of the Park Amenities. Such cleanup shall occur as frequently as is reasonably

necessary and appropriate to maintain the Park Parcels and the Park Amenities in a clean, safe, sanitary, and orderly condition at all times during the Term (or any Extension Term) of this Agreement, but in no event less frequently than weekly. As used herein, the term "cleanup" shall mean putting away equipment and supplies, collecting and picking up trash, emptying trash cans or otherwise removing trash from the site in question and similar related activities. In the event that the City fails to adequately cleanup any of the Park Parcels or any of the Park Amenities after being provided five (5) days' written notice by the District, then, with or without the City's consent, the District shall not be obligated to, but may, at its sole discretion, undertake any and all reasonable actions necessary to accomplish such cleanup of any such Park Parcels or Park Amenities and the City shall reimburse the District for the reasonable cost of any such actions within thirty (30) days of receiving an invoice or invoices from the District.

5.3 Permitted Use of Park Parcels by City and District.

5.3.1 Hours of City's Permitted Use of Park Parcels; Prohibited Use of Exclusive School Use Areas. The City and the general public shall be permitted to use the Park Parcels and Park Amenities during the hours from 5:00 a.m. to 10:00 p.m. seven days a week, twelve months a year (the "City's Permitted Use Hours"). The District shall have the exclusive use of, and access to, all portions of the School Properties other than the Park Parcels, (collectively, the "Exclusive School Use Areas"). The District presently intends to install, over the next several years, fencing to surround and enclose the Exclusive School Use Areas at all of the School Properties, thus creating fence lines between the Park Parcels and the Exclusive School Use Areas. The City shall take all reasonable and necessary steps, and shall use its best efforts, to prevent the City's Related Persons (as defined below) and the general public from using or accessing any of the Exclusive School Use Areas, particularly between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, during each week that school is in regular session or summer session at the respective School Properties (collectively, the "Regular School Hours").

5.3.2 Additional Use by District. With reasonable advance notice to the City, and during the City's Permitted Use Hours, the District may (a) use one or more of the Park Parcels and the Park Amenities for the District's educational programs or activities or (b) allow other public or private entities to reserve and use certain Park Parcels or Park Amenities for special events of a temporary nature.

5.3.3 Use by City's Maintenance Workers. The City's Maintenance Workers shall be permitted to use and access the Park Parcels and the Park Amenities during the City's Permitted Use Hours, but solely for the purpose of performing the City's maintenance, repair, and cleanup obligations as provided above. At no time shall any of the City's Maintenance Workers be permitted to use or access any of the Exclusive School Use Areas at any of the School Properties. The City shall use its best efforts to cause all maintenance, repair, and cleanup activities to be scheduled and performed at such times and in such a manner as to minimize, to the extent reasonably possible, any noise or other adverse impacts on any academic classes, athletic activities, or other school-related events or programs being conducted at any of the District's School Properties.

5.3.4 Student Safety Measures.

5.3.4.1 The City shall comply with all of the District's standard policies and procedures related to student safety and shall take all reasonable measures necessary to ensure that none of the City's Maintenance Workers and none of the City's other Related Persons (as defined below)—who will be entering onto any of the Park Parcels at any time during the District's Regular School Hours for the purpose of (a) maintaining, repairing, or cleaning up any of the Park Parcels or any of the Park Amenities, (b) enforcing any of the City park regulations referred to in Section 5.14 below, or (c) performing any other act—has any unauthorized contact of any kind with any of the District's students who are present at any of the Park Parcels or any of the School Properties, during the District's Regular School Hours. The Parties shall cooperate with each other and use their best efforts to schedule and conduct maintenance-related activities on or at the Park Parcels at times and under conditions designed to avoid any unauthorized contact between (a) any of the City's Maintenance Workers or any of the City's other Related Persons (as defined below) and (b) any students present at any of the Park Parcels or any of the School Properties during the District's Regular School Hours.

5.4 Permitted and Prohibited Uses of Park Parcels.

5.4.1 Park and Recreational Purposes Only. During the City's Permitted Use Hours specified in Section 5.3.1 above, the City, the City's Related Persons (as defined below), and the general public shall be allowed to use the Park Parcels and the Park Amenities only for park and recreational uses, consistent with the terms and conditions of this Agreement. At no time during the City's Permitted Use Hours shall the City or the City's Related

Persons (as defined below) make, nor shall the City permit any members of the general public to make, any other use of any portion of the Park Parcels or any of the Park Amenities without the District's prior written consent in each instance, which consent shall not be unreasonably withheld. The Parties agree that it shall not be unreasonable for the District to withhold such consent if the proposed use will, in the District's sole discretion, be detrimental to the orderly operation and maintenance of the School Properties, or any District-related events or activities pertaining to the School Properties, or the health, safety, and welfare of the District's students and staff.

5.4.2 Compliance with Applicable Law. The City shall comply with all federal, state, county, and municipal laws, regulations and ordinances affecting all or any portion of the Park Parcels or any of the Park Amenities, and shall procure and maintain in force during the Term (and any Extension Term) all permits, authorizations, and licenses necessary for the City's use or operation of all or any portion of the Park Parcels or any of the Park Amenities.

5.4.3 No Noxious Use Allowed. The City covenants and agrees that it will not (a) use or permit to be used any part of the Park Parcels or any of the Park Amenities for any dangerous or noxious trade or business, (b) use any of the Park Parcels or any of the Park Amenities for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust, or odors, or (c) cause or maintain any nuisance in, at, or on any of the Park Parcels or in connection with any of the Park Amenities.

5.5 No Alterations. Except as set forth above regarding the Park Amenities, the City shall not make or permit any alterations of, or improvements to, any of the Park Parcels without the District's prior written consent.

5.6 City's Equipment and Structures. If the City stores or maintains any equipment or tools on any of the Park Parcels, then, subject to the District's written approval as to size, suitability, and location of any storage facilities, the City shall provide an appropriate storage container or other facilities at each such Park Parcel where such equipment or tools will be stored, and shall make a reasonable effort to keep tools stored away when not in use. The District shall not be responsible for any property stored by the City on any of the Park Parcels.

5.7 No District Responsibilities for City Use. Except as otherwise provided in this Agreement and subject to the terms and conditions hereof, the City shall have the sole responsibility for the planning, setup, management, and carrying out of its operations on the Park Parcels, including the Park Amenities. The District shall have no obligation to make any

alterations, improvements, or repairs of any kind on any of the Park Parcels or in connection with any of the Park Amenities, or to provide any services or other support to the City in connection with the City's use of such Parcels or any of the Park Amenities.

5.8 Title/Liens. Fee title to the Park Parcels shall at all times remain fully vested in the District. The City shall neither file, record, nor permit the recording or filing of, this Agreement, any memorandum of this Agreement or any lien, including any mechanics or other lien(s), claim(s) or encumbrance(s) of any nature with respect to the License or any portion of the Park Parcels or Park Amenities, nor shall the City use, or permit to be used, any portion of the Park Parcels or the Park Amenities, or the License, as security for any transaction of any kind. The City shall immediately remove any lien(s), claim(s) or encumbrance(s) of any kind, including any security obligation of any nature, which the City causes or permits to be filed or recorded against any portion of the Park Parcels or the Park Amenities. The City's failure to keep the Park Parcels and the Park Amenities free of any and all liens, claims and encumbrances of any nature, including any security obligation, shall constitute a breach of this Agreement entitling the District to immediately revoke the License. Notwithstanding the foregoing, the City's obligation to remove liens, claims, encumbrances or security obligations pursuant to this Section shall survive any termination or expiration of this Agreement.

5.9 Non-Interference with District Activities. This Agreement shall not grant the City, or the City's Related Persons (as defined below), or any members of the general public the right to interfere with any operations or activities of the District, as determined by the District in its sole discretion.

5.10 Indemnification. The City shall defend, indemnify, and hold the District, and each of the District's past, present, and future trustees, officers, employees, agents, representatives, attorneys, students, invitees, affiliates, insurers, contractors, subcontractors, consultants, suppliers, predecessors, successors, and permitted assigns (collectively, the "District's Related Persons") harmless from and against any and all liabilities, claims, penalties, damages, losses, demands, suits, costs, mechanics' lien claims, or expenses whatsoever, including reasonable attorney's fees (collectively, "Liabilities," but expressly excluding any Liabilities caused solely by the active negligence or willful misconduct of the District or any of the District's Related Persons), which Liabilities are threatened, sustained, or incurred by reason of, directly or indirectly, (a) the death or loss of or damage or injury to person or property resulting from, caused

by, arising out of, or relating to (or claimed to have resulted from, been caused by, have arisen out of, or have related to), (i) the construction, use, occupancy, operation, condition, or lack of maintenance or repair, of any portion of the Park Parcels or any of the Park Amenities, or (ii) any act or thing done, or omitted to be done by the City, or any of the City's past, present, or future council members, commission or committee members, officers, employees, agents, representatives, invitees, attorneys, affiliates, Maintenance Workers, contractors, subcontractors, consultants, predecessors, successors, or assigns (collectively, the "City's Related Persons") or by any other persons or entities, including any members of the general public, other than the District or the District's Related Persons, relating to or in any way connected with any of the Park Parcels or any of the Park Amenities or (b) any failure on the part of the City or on the part of any of the City's Related Persons (including the City's Maintenance Workers), to perform or comply with any of the City's covenants, duties, or obligations under this Agreement; or (c) any storage, handling or disposal of any flammable explosives, toxic substances, or Hazardous Material (as defined in Section 5.12 below) on or from any of the Park Parcels. The City's indemnification obligations shall include the following:

(A) **Actions or Proceedings Filed.** In the event that the District or any of the District's Related Persons are made a party or parties to any actions or proceedings filed in connection with any Liabilities described above, the City shall promptly reimburse the District within thirty (30) days of receiving invoices from the District for any costs and expenses, including any attorney's fees, reasonably incurred by the District in connection with any such actions or proceedings.

(B) **Judgments Rendered.** The City shall promptly pay any judgment rendered against the City, any of the City's Related Persons, the District, or any of the District's Related Persons with respect to any of the Liabilities described above and shall save and hold the District and the District's Related Persons harmless therefrom.

(C) **Survival of Indemnity Provisions.** The provisions of this Section 5.10 shall survive the termination or expiration of this Agreement.

5.11 Insurance.

5.11.1 Required Policies of Insurance. At all times during the Term (and any Extension Term) of this Agreement, the City shall, at its sole cost and expense, procure and maintain adequate insurance, including (a) casualty insurance that insures each of the Park Parcels,

and each of the Park Amenities, in an amount at least equal to 100% of replacement value as applicable, against loss or damage by fire or by any other casualties or hazards and (b) comprehensive general liability and automobile liability insurance with liability limits not less than one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) in the general aggregate, with combined bodily injury and broad form property damage coverage, that protects the District (and the District's Related Persons) and the City (and the City's Related Persons), against any and all claims for personal injury or damages to person or property or for loss of life occurring upon, in, or about the Park Parcels or the Park Amenities. The policies required herein shall be provided by an authorized insurance company by the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. The District and the District's Related Persons shall be expressly listed as additional insureds under such insurance policies. Certificates of all policies evidencing such insurance shall be delivered to the District, without demand. In the event of claims against any of the policies, the City shall be responsible for payment of any deductible amounts.

5.11.2 Self-Insurance. The District recognizes that insurance practices and requirements of a municipality may differ from that of private parties and may change from time to time. During any period of time in which the City, as regular practice, does not maintain private insurance, but rather self-insures or participates in a Joint Powers Agreement with other governmental entities, the City may meet its insurance requirements under this Section in the same manner.

5.12 Hazardous Material. During the Term (and any Extension Term) of this Agreement, the City covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the Park Parcels or the Park Amenities any Hazardous Material (as defined below) except in compliance with Environmental Laws, as defined herein. The City further covenants and agrees to indemnify, protect and hold the District and the District's Related Persons harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the District or the District's Related Persons and arising from or out of any Hazardous Material on, in, under or affecting all or any portion of the Park Parcels or the Park Amenities

introduced by, or on behalf of, the City or the City's Related Persons, including, without limitation, (i) the costs of removal of such Hazardous Material from all or any portion of the Park Parcels or the Park Amenities, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Material on, in, under or affecting the Park Parcels or the Park Amenities into the air, any body of water, any other public domain or any surrounding areas, and (iii) any costs incurred to comply, in connection with all or any portion of the Park Parcels or the Park Amenities with all applicable laws, orders, judgments and regulations with respect such Hazardous Material introduced by, or on behalf of, the City or the City's Related Persons. As used in this Agreement, the term "Environmental Laws" means any and all federal, state or local environmental health and/or safety laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, plans, risk management plans, recorded property covenants and/or restrictions, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future relating to the environment or to any Hazardous Material, and the term "Hazardous Material" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Material Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "Hazardous Material" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death,

disease, behavior abnormalities, cancer, or genetic abnormalities. "Hazardous Material" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde. The provisions of this Section 5.12 shall survive termination or expiration of this Agreement.

5.13 Locks; Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the Park Parcels shall be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. The District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Park Parcels. As appropriate, the District shall provide the City with keys, codes, or combinations needed to access the Park Parcels.

5.14 Enforcement of City Park Regulations. At all times during the City's Permitted Use Hours, the City, through its authorized Related Persons, shall take all reasonable steps necessary to enforce at each of the Park Parcels the park regulations set forth in Sections 13.48.020 through 13.48.155 of the City's Municipal Code regarding unlawful acts; signs; vandalism; public toilets; littering; vehicle operations—parking; vehicles—speed; animals; feeding wildlife; boisterous conduct; gambling; vending and peddling; smoking; alcoholic beverages; games and activities; safety regulations and signs; curfew; advertising, camping, violations—penalty; and nuisance. Notwithstanding the foregoing, to the extent that any of the above-referenced regulations conflict with any of the provisions of this Agreement, the provisions of this Agreement shall govern and control, and shall supersede any such conflicting regulations. In addition, notwithstanding such regulations, no alcoholic beverages, liquors, or controlled substances, nor any overnight camping, shall be allowed on or at any of the Park Parcels at any time during the Term (or any Extension Term) of this Agreement.

5.15 Parking. Parking in the parking lots at the respective Park Parcels (collectively, the "Parking Lots") shall not be reserved and shall be limited to standard-sized automobiles. The City shall not allow large trucks or other large vehicles to use the Parking Lots on the Park Parcels and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking.

5.16 Utilities. The City shall be responsible for payment of all utility fees and

charges associated with the maintenance, repair, cleanup, operation, or other use of the Park Parcels or the Park Amenities by the City, the City's Related Persons, or any members of the general public during the Term (or any Extension Term) of this Agreement. The City's pro-rata share of such utility charges shall be billed to the City each month by the District pursuant to an invoice which shall itemize the City's share of the total costs of the utility charges for the Park Parcels and the Park Amenities. The City shall promptly pay to the District its share of such utility costs within thirty (30) days of receipt of such monthly invoices.

5.17 Recording of and Restoring to Existing Conditions. Within thirty (30) days after the Effective Date of this Agreement, a joint inspection shall be performed by the Parties and photographs shall be taken to record the existing condition of each of the Park Parcels and of each of the Park Amenities. No later than six (6) months after the termination or expiration of this Agreement (unless such restoration period is otherwise extended in writing by the District), the City shall cause each of the Park Parcels to be restored to its pre-existing condition (or such other condition as may be mutually agreed upon by the Parties). At the completion of such six-month period, and unless it is otherwise extended, a joint inspection shall be performed by the Parties in order to ensure that the City performs its restoration obligations under this Section.

5.18 Periodic Inspections. No later than thirty (30) days after the Effective Date of this Agreement, and then at regular intervals thereafter, but not more frequently than every three months, the District's Representatives (as defined below) shall, at their discretion, be entitled to schedule and participate in, and the City's Representatives (as defined below) shall be required to attend and participate in, a joint inspection of the Park Parcels and the Park Amenities to determine whether such Parcels and Amenities are in good repair and condition and whether the City is complying with its maintenance, repair, and cleanup duties and obligations under this Agreement.

5.19 Communication/Representatives. The Parties shall each designate at least two representatives (hereinafter referred to as the "District's Representatives" and the "City's Representatives") for purposes of monitoring and supervising the Parties' respective duties and obligations under this Agreement and coordinating the scheduling and use of the Park Parcels and the Park Amenities. The Parties' Representatives shall meet and communicate as necessary to ensure appropriate coordination and administration of this Agreement.

6. Expedited ADR.

6.1 Any disputes, controversies, or claims which (i) arise out of or relate to this Agreement, including, but not limited to, (a) the breach, enforcement, or interpretation of any of the terms or conditions of this Agreement, (b) the determination of the scope of the arbitration procedures set forth herein, or (c) interpleader (collectively, the "Dispute") shall be resolved solely and exclusively by final and binding arbitration ("Expedited ADR") conducted through the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or a different ADR provider agreed to by the Parties in writing, in accordance with the procedures set forth below.

6.2 Expedited ADR shall be commenced by any Party or Parties giving written notice to any other Party or Parties to the Dispute (the "Expedited ADR Notice"). Such Expedited ADR Notice shall include a description of the Dispute, sufficient to put the responding Party or Parties on notice as to the factual and legal bases for the Dispute. No later than ninety (90) days after service of the Expedited ADR Notice, the Parties to the Dispute, unless they otherwise agree in writing to extend the 90-day deadline for hearing the Dispute, shall submit to final and binding Expedited ADR of the Dispute at a hearing to be conducted at the Orange County, California office of JAMS, by one retired judge, who shall have no present or former employment, significant personal, or familial relationship with any of the principals, agents, or employees of any of the Parties or their attorneys ("Neutral Jurist"). For purposes of this provision, "former employment" shall not be construed to include work by the retired judges as a mediator or arbitrator.

6.3 The Party or Parties serving the Expedited ADR Notice (hereinafter collectively referred to as the "Claimant(s)"), on the one hand, and the Party or Parties responding to such Notice (hereinafter collectively referred to as the "Respondent(s)"), on the other hand, shall be responsible for advancing their respective fifty percent (50%) shares of the fees and expenses of the Neutral Jurist and all administrative fees associated with the Expedited ADR, subject to the later reallocation or award of such fees and expenses based on the Determination.

Within the 90-day time period specified above, but subject to the briefing schedule set forth below, the Claimant(s) shall be entitled to have the Dispute heard by the Neutral Jurist on the first date available on the calendar of the Neutral Jurist that is at least sixty (60) days following the service of the Expedited ADR Notice, unless otherwise agreed in writing by the Claimant(s) and the Respondent(s) (hereinafter collectively referred to as the "Parties to the Dispute"). In the event of death or incapacity of the Neutral Jurist or upon the Neutral Jurist's acknowledged unavailability or other inability to preside over or resolve the Dispute within the time deadlines specified and unless the Parties to the Dispute otherwise agree in writing, a replacement Neutral Jurist shall be appointed, as needed, to preside over and resolve the Dispute in accordance with the procedures set forth below and, if necessary, the Expedited ADR proceeding shall begin anew.

6.4 Within five (5) business days after service of the Expedited ADR Notice, in order to select the Neutral Jurist, the Parties to the Dispute shall simultaneously exchange a list of five retired judges from the Orange County office of JAMS who are available to conduct the Expedited ADR. In the event that the name of a single retired judge appears on both lists, then that judge shall be appointed as the Neutral Jurist. In the event that the names of at least two or more retired judges appear on both lists, then the names of all judges who appear on both lists shall be placed in a hat and the judge whose name is drawn out of the hat (by a representative of JAMS) shall be appointed as the Neutral Jurist. Finally, in the event there is no retired judge whose name appears on both lists, then JAMS shall provide the Parties to the Dispute with a list of the names of all ten retired judge candidates on both lists and shall give such Parties seven (7) days to submit a "strike-list," whereby each side may strike certain retired judge candidates from the list for any reason and shall rank the remaining retired judge candidates on the list in order of preference. The Claimant(s) shall be allocated a total of three (3) strikes for purposes of the "strike-list," and the Respondent(s) shall likewise be allocated a total of three (3) strikes. The remaining retired judge candidate with the highest composite ranking shall be appointed the Neutral Jurist. The prospective Neutral Jurist shall, no later than five (5) business days after being notified that he or she has been selected as a prospective Neutral Jurist, provide the Parties to the Dispute with the written disclosures required by section 1281.9 of the Code of Civil Procedure. If any Parties to the Dispute seek to exercise their rights under section 1281.91 of the Code of Civil Procedure to disqualify the prospective Neutral Jurist, they shall notify the other Parties to the Dispute in writing as to the specific grounds for disqualification. The Parties to the Dispute shall

be deemed to have waived and relinquished their rights under section 1281.91 to serve a notice of disqualification within 15 calendar days after receiving a disclosure statement from a Neutral Jurist and all such Parties to the Dispute shall be deemed to have agreed that any such notice of disqualification shall be served within five (5) business days of receiving such disclosure statement or shall be deemed waived under subdivision (c) of section 1281.91.

6.5 The Expedited ADR shall be conducted in accordance with (i) the California Arbitration Act, Code of Civil Procedure, sections 1280 through 1294.2, inclusive (as the Act may exist as of the date of this Agreement) ("Arbitration Act"), except as such statutory provisions may be modified by, or are otherwise inconsistent with, the procedures established herein, in which case the modifications and procedures set forth herein shall govern; and (ii) the JAMS Comprehensive Arbitration Rules & Procedures effective as of the date of this Agreement, except as such Rules & Procedures may be modified by, or are otherwise inconsistent with, the procedures established herein, in which case the modifications and procedures set forth herein shall govern. In the event that the JAMS Rules & Procedures conflict with the Arbitration Act, the Arbitration Act shall govern, except that the Neutral Jurist shall in all instances decide issues of arbitrability. In the event that the Parties agree in writing to use a different ADR provider, the arbitration rules and procedures of such provider shall be substituted in place of the JAMS Rules & Procedures for purposes of this Section. In addition to the procedures set forth above, the following additional procedures shall govern the Expedited ADR:

(a) Unless otherwise agreed in writing by the Parties to the Dispute or ordered by the Neutral Jurist, all briefs and other papers relating to the Dispute shall be submitted to the Neutral Jurist and served by e-mail upon the other Parties to the Dispute during normal business hours in accordance with the following schedule;

(b) At least thirty (30) days before the date of the Expedited ADR hearing, the Claimant(s) shall personally serve the Neutral Jurist and the Respondent(s) with (i) an application ("Application") describing the Dispute and the relief sought; (ii) a memorandum of points and authorities in support of the Application; and (iii) any and all additional papers in support of the Application;

(c) Any memorandum of points and authorities to be submitted by the Respondent(s) in opposition to the Application, and all other papers in support of such

memorandum of points and authorities, shall be personally served on the Neutral Jurist and the Claimants(s) at least fifteen (15) days before the date of the Expedited ADR hearing; and

(d) Any reply brief in support of the Application, and all other papers in support of such brief, shall be personally served on the Neutral Jurist and the Respondent(s) to the Dispute at least seven (7) business days before the date of the Expedited ADR hearing.

6.6 Subject to the requirements of California law, the Neutral Jurist shall be authorized to interpret and apply the provisions of this Agreement, but shall have no power to modify or change any of the provisions of this Agreement in any manner. The Neutral Jurist shall apply California substantive law and the California Evidence Code as interpreted by California courts. The Neutral Jurist shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

6.7 The Neutral Jurist shall have the power and authority to award any monetary, equitable, provisional, extraordinary, ex parte, or other relief or remedy that any Superior Court in the State of California could order or grant under California law with respect to Disputes relating to this Agreement, including, but not limited to, the granting or issuing of any (i) compensatory damages, to the extent proven, for breach of the Agreement; (ii) declaratory relief; (iii) specific performance of any duty or obligation arising under this Agreement; (iv) temporary, preliminary, or permanent injunctive relief; (v) extraordinary relief, such as a writ of mandate; or (vi) monetary sanctions or penalties for the violation of or non-compliance with any ruling, award, determination, or other order of the Neutral Jurist. However, all defenses to such relief otherwise may be interposed by any Party or Parties against whom such relief is sought.

6.8 The Neutral Jurist shall conduct the Expedited ADR in such a manner that an award or determination (the "Determination") is made or rendered as soon as is reasonably practicable, but in no event later than one hundred five (105) days after service of the Expedited ADR Notice or five (5) business days after the conclusion of the Expedited ADR hearing, whichever is earlier in time, unless the Parties to the Dispute otherwise agree in writing to extend such deadlines. In rendering the Determination, the Neutral Jurist shall set forth in writing the reasons for the decision. Any Party to the Dispute may apply to the Orange County Superior Court, pursuant to sections 1285 through 1294.2, inclusive, of the Arbitration Act, as such Act may be amended, for entry and enforcement of a judgment based on the Determination. Pursuant

to Code of Civil Procedure section 1290.4(a), service of any application or petition for entry and enforcement of a judgment pursuant to sections 1285 through 1294.2, inclusive, of the Arbitration Act, as such Act may be amended, shall be made by sending a copy of such application or petition to the other Party or Parties to the Dispute by overnight courier service at the addresses specified in or designated pursuant to the notice provisions of this Agreement.

6.9 In rendering the Determination, the Neutral Jurist shall determine a prevailing Party or Parties and order that such Party or Parties are entitled to recover its/their attorney's fees, costs, and expenses which are reasonably incurred from the non-prevailing Party or Parties to the Dispute. Alternatively, the Neutral Jurist shall determine that there is no substantially prevailing party in which case no such award shall be made. In addition, the Neutral Jurist shall be empowered to award to the prevailing Party or Parties to the Dispute, if applicable, its/their share of (a) the fees and expenses of the Neutral Jurist; and (b) the administrative fees of the Expedited ADR.

6.10 Pursuant to section 1283.1 of the Code of Civil Procedure, the provisions of section 1283.05, and any amendments to such sections, are hereby made applicable to the resolution of any Dispute under this Agreement. However, notwithstanding the provisions of subdivision (e) of section 1283.05, the Claimants(s) and the Respondent(s) may take up to three depositions of their choosing without prior approval of the Neutral Jurist.

6.11 The provisions of this entire Section 6 shall survive termination or expiration of this Agreement.

7. Additional Provisions.

7.1 As-Is Condition. The Park Parcels are being licensed in an "As-Is" condition and the District makes no representation or warranty of any kind regarding the character or condition of the Park Parcels. In deciding to enter this Agreement, the City has made its own independent evaluation of the suitability of the Park Parcels and expressly agrees to accept the Park Parcels in their existing "As-Is" condition.

7.2 Signs. The City shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the Park Parcels or the Park Amenities without the District's prior written consent, which may be withheld in the District's sole discretion.

7.3 Non-Liability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no award, judgment or execution thereon entered in any Expedited ADR proceeding or action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

7.4 Days/Holiday. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday.

7.5 Legal Interpretation of Instrument. This Agreement grants a revocable, non-exclusive license for use of the Park Parcels. This Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. The City acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by the City against the District, or by the District against the City. Should either Party be compelled to institute Expedited ADR proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to revocable, non-exclusive licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Orange County.

7.6 Notices. Any notice, request, information or other document required by or relating to this Agreement shall be in writing and shall be deemed given (a) when delivered by a recognized overnight courier service to the Party being notified at the respective address specified below (or at such other address for that Party as shall be specified by like notice, provided that a notice of change of address shall be effective only from the date of its receipt by the other Party) or (b) three (3) days after mailing by United States mail as follows:

CITY:

City of Huntington Beach
Attn: Director, Community Services
2000 Main Street
Huntington Beach, CA 92648

DISTRICT:

Ocean View School District of Orange County
Attn: Administrative Services
17200 Pinehurst Lane
Huntington Beach, CA 92647

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Party in the manner provided for giving notice.

7.7 Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the Parties hereto acknowledges that no other Party nor any agent or attorney of any such Party has made any promise, express or implied, not contained in this Agreement to induce him/her/it to execute this Agreement. Each of the Parties further acknowledges that it is not executing this instrument in reliance on any promise, representation or warranty not contained in this document.

7.8 Amendment. This Agreement may not be amended or modified except by a written amendment signed by both Parties.

7.9 No Assignment or Sub-Licensing. The Parties may not assign to any person or entity any of the respective rights, privileges, duties, or obligations provided for in this Agreement, nor any part of this Agreement. In addition, given the close proximity of the Park Parcels to the District's classroom facilities, and in order to protect the health, safety, and welfare of the students and faculty at such facilities, the City shall be strictly prohibited from sub-licensing all or any portion of the Park Parcels or the Park Amenities to any person or entity. The provisions of this Section shall survive the termination or expiration of this Agreement.

7.10 Successors and Permitted Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the Parties, the District's Related Persons and the City's Related Persons. To the extent that specific provisions of this Agreement run in favor of non-signatories to this Agreement, such as the District's Related Persons or the City's Related Persons, this Agreement is hereby declared to be made in and for their respective benefits and uses.

7.11 Severability. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable for any reason, such determination

shall not affect the validity of the remaining provisions or terms.

7.12 Further Cooperation. Each Party to this Agreement shall cooperate in the execution of any and all other documents and in the completion of any additional actions that may be reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

7.13 Warranty of Authority. Each Party warrants and represents that the person(s) signing this Agreement on its behalf has full authority to do so, and each Party further warrants and represents that it has complied with all applicable bylaws, resolutions, articles of incorporation, operating agreements, and/or partnership agreements, and all statutes or other requirements necessary to bind such Party and its successors and permitted assigns to this Agreement.

7.14 Attorney's Fees. The Parties shall each bear their own attorney's fees and costs incurred in connection with the negotiation and execution of this Agreement. In the event of any dispute, claim, or litigation based upon, arising out of, or relating to, the negotiation, formation, performance, breach, enforcement, or interpretation of any of the provisions of this Agreement, the prevailing party or parties in such dispute, claim, or litigation shall be entitled to recover reasonable attorney's fees, costs, and expenses from the non-prevailing party or parties. The provisions of this Section shall survive termination or expiration of this Agreement.

7.15 Counterparts/Electronic Signatures. This Agreement may be executed in separate counterparts and shall become effective when such separate counterparts have been exchanged between the Parties. Signatures to this Agreement may be transmitted electronically or by facsimile, and facsimile copies and/or photocopies and/or electronically transmitted copies of signatures shall have the same force and effect as original signatures.

7.16 Approval; Effective Date. This Agreement shall not be valid and enforceable unless and until it is approved by respective resolutions duly passed and adopted by (a) the District's Board of Trustees and (b) the Huntington Beach City Council. This Agreement shall not be effective unless and until it has been executed and delivered by each of the Parties and, upon such execution and delivery, the Effective Date of this Agreement shall be the date first set forth on page 1 above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their authorized officers as of the day, month and year first above written.

OCEAN VIEW SCHOOL DISTRICT

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice
President

Mayor

City Clerk

AND

By: _____

Michael Conroy
Michael Conroy
print name

ITS: (circle one) Secretary Chief Financial
Officer/Asst. Secretary - Treasurer

INITIATED AND APPROVED:

[Signature]
Director of Community Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney *WV*

Exhibit A

CIRCLE VIEW PARK

15720 Willet Lane



Exhibit B

GLEN VIEW PARK

6721 Glen Drive



Exhibit C

HARBOUR VIEW PARK

(Park Parcel is Parking Lot Only)

16600 Saybrook Lane



Exhibit D

HAVEN VIEW PARK

16041 Waikiki Lane



Exhibit E

LAKE VIEW PARK

17461 Zeider Lane



Exhibit F

MARINE VIEW PARK

17442 Frans Lane



Exhibit "F"

Exhibit G

PLEASANT VIEW PARK

16650 Landau Lane



Exhibit G-A1

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 103024-1

Temporary Construction Easement

APN 107-231-11

In the City of Huntington Beach, County of Orange, State of California, being a portion of the lands described in those documents recorded January 10, 1962 in Book 5971, Page 585, and July 09, 1968 in Book 8653, Page 377 both of Official Records of said County, all that real property described as follows:

Beginning at the intersection of Landau Lane and De Ville Circle, as said intersection is shown on the Tract No. 3736, filed in Book 142, Pages 49 through 50 of Maps, in the office of the County Recorder; thence easterly along the centerline of De Ville Circle South 89°31'26" East 517.65 feet to the easterly terminus of last said centerline; thence North 51°24'25" East 15.49 feet to a point, said point being the **True Point of Beginning**, said point also being the northwesterly corner of the lands described in said document recorded in Book 5971, Page 585; thence along the northerly line of said lands South 89°30'52" East 4.04 feet to the intersection thereof with the line described in the document recorded February 19, 1962 in Book 6012, Page 943 of Official Records of said County, said line also being the southwesterly line of Parcel 14 described in the document recorded June 21, 1967 in Book 8300, Page 20, and shown on the map recorded February 17, 1967 in State Highway Map in Book 4 Pages 42 through 49, Records of Orange County; thence along the southwesterly and southeasterly lines of said parcel the following three (3) courses:

1. South 39°41'59" East 34.36 feet to the beginning of a curve concave southwesterly having a radius of 600.00 feet;
2. Southeasterly along said curve 13.98 feet through a central angle of 01°20'06" to the most southerly corner of said Parcel 14, said corner being the beginning of a non-tangent

PSOMAS

1 curve concave northwesterly having a radius of 50.00 feet, to which beginning a radial
2 line bears South $68^{\circ}30'17''$ East;
3 3. Northerly along said curve 2.86 feet through a central angle of $03^{\circ}16'46''$ to the
4 intersection of said southerly line of said Parcel 14 with the northeasterly line of the lands
5 described in said document recorded in Book 8653, Page 377, said point being the
6 beginning of a non-tangent curve concave southwesterly having a radius of 485.89 feet,
7 to which point a radial line bears North $49^{\circ}32'15''$ East;
8 thence along said northeasterly line the following two (2) courses:
9 1. Southeasterly along said curve 161.90 feet through a central angle of $19^{\circ}05'28''$ to the
10 beginning of a compound curve concave westerly having a radius of 672.80 feet;
11 2. Southerly along said curve 80.60 feet through a central angle of $6^{\circ}51'49''$;
12 Thence South $75^{\circ}34'39''$ West 4.93 feet to the beginning of a non-tangent curve concave
13 southwesterly having a radius of 700.00 feet, to which point a radial line bears
14 North $73^{\circ}06'23''$ East; thence northwesterly along said curve 211.95 feet through a
15 central angle of $17^{\circ}20'54''$; thence South $55^{\circ}18'11''$ West 16.88 feet; thence
16 North $37^{\circ}10'23''$ West 16.24 feet to the beginning of a non-tangent curve concave
17 northwesterly having a radius of 60.37 feet, to which beginning a radial line bears
18 South $37^{\circ}10'23''$ East; thence southwesterly along said curve 26.74 feet through a central
19 angle of $25^{\circ}22'31''$ to a point on the westerly line of the lands described in said document
20 recorded in Book 5971, Page 585; thence along said westerly line North $00^{\circ}17'50''$ East
21 67.95 feet to the **True Point of Beginning**.

22
23 Containing 3,635 square feet.

24
25 The distances shown herein are grid distances. Ground distances may be obtained by
26 dividing grid distances by the combination factor of 0.99997837.

27
28 See Exhibit 'A2' attached hereto and made apart hereof.
29
30
31

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION**

Assessor Parcel No.: 107-231-11

Caltrans Parcel No.: 103024-1

The Orange County Transportation Authority seeks to acquire a temporary construction easement within and upon the real property described in Exhibit "A I" and depicted in Exhibit "AT" attached hereto, subject to the rights and limitations described herein ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "OCTA") in connection with the construction of the I-405 Improvement Project. The TCE shall be for a period of sixty (60) months, a portion of which shall be exclusive (subject to the limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of twenty-four (24) consecutive months within the sixty (60) month TCE period (hereinafter the "Construction Period"). During the Construction Period, OCTA's use and occupancy of the TCE will be exclusive, subject to the limitations set forth below. OCTA's use and occupancy of the TCE during the remaining thirty-six (36) months of the TCE period will be non-exclusive.

Rights and Restrictions of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- At the commencement of Construction Period, OCTA may place a temporary fence around the TCE area and along the entire fence between school activity field and I-405 right-of-way, provided, however, reasonable pedestrian and vehicular access to the remaining property outside of the TCE area shall be maintained. Temporary fence will at all times be covered with fabric to prevent dust from construction impacting school property.
- Improvements within the TCE area will be removed as needed by OCTA to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by OCTA.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be graded and compacted to restore it to a condition that is as functionally equivalent as is practicable to its condition prior to commencement of the construction activities.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

PSOMAS

Prepared under the direction of



Anna M. Beal, PLS 4955

3/24/16

Date



Exhibit G-A2

EXHIBIT A2

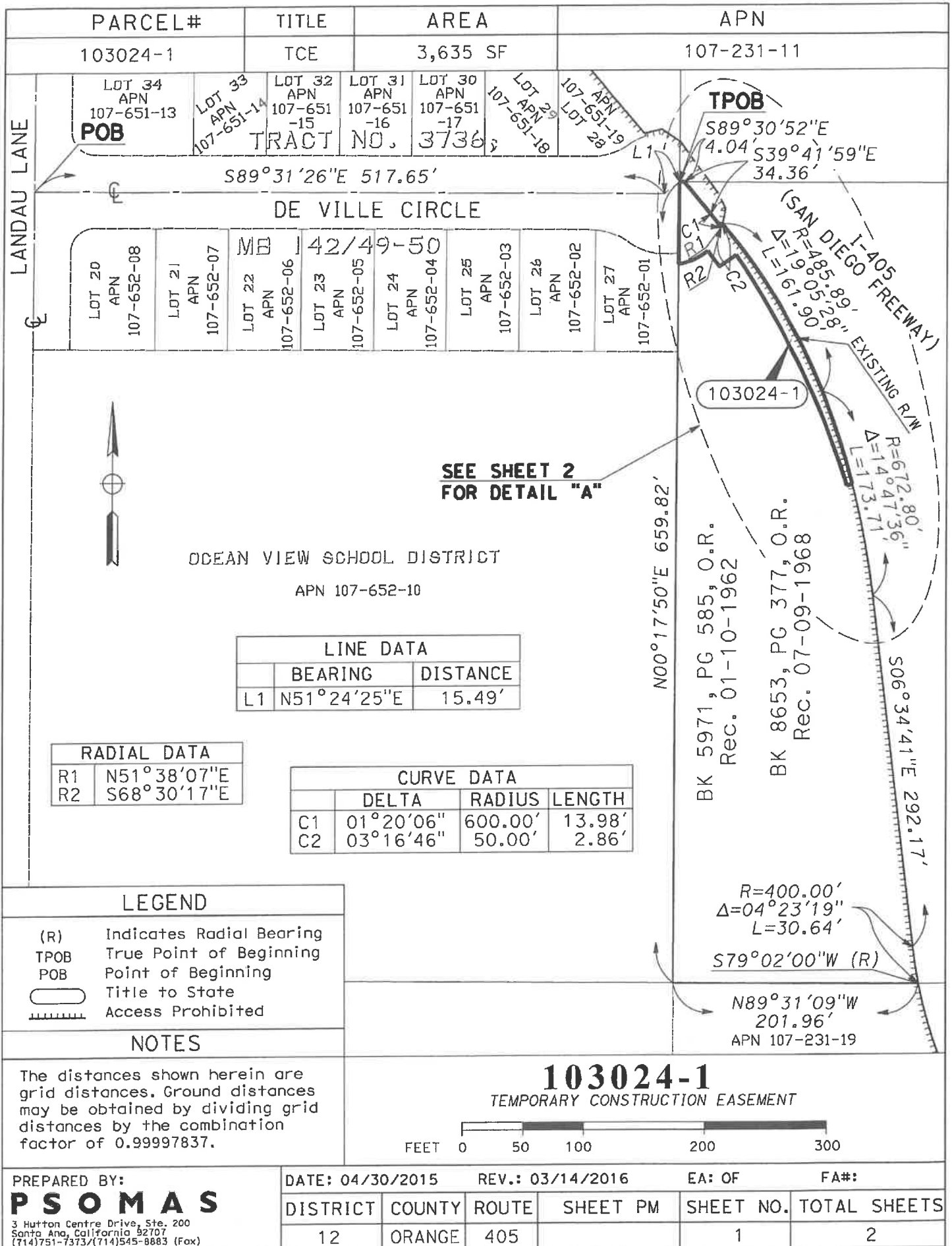


EXHIBIT A2

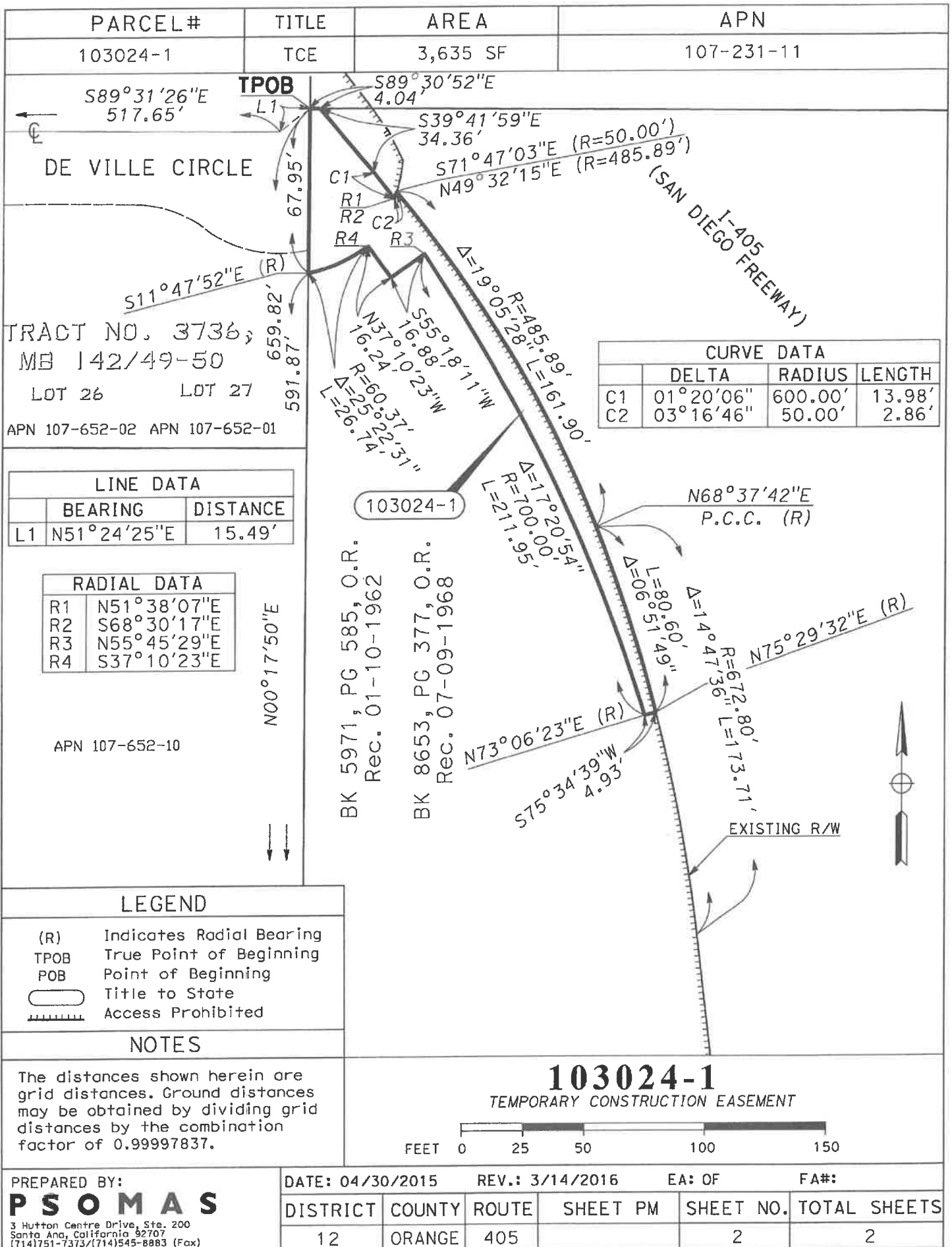


Exhibit H

ROBINWOOD PARK
5180 McFadden Avenue

