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RECORDING REQUESTED BY:
CITY OF HUNTINGTON BEACH

WHEN RECORDED MAIL TO:

City Clerk
City of Huntington Beach
P.O. Box 190 / 2000 Main Street
Huntington Beach, CA 92648

Fee exempt per Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is solely for the official
business of the City of Huntington Beach,
as contemplated under Government Code
Sec. 27383 and should be recorded free
of charge.

EASEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT

REGARDING TRACT MAP NO. 17801

This Easement And Maintenance Agreement Regarding Tract Map No. 17801 (the "Agreement") is made and entered into on this 4TH day of FEBRUARY, 2019, by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation (the "City"), the HUNTINGTON BEACH CITY SCHOOL DISTRICT, a California public school district (the "District") and HB HOMES MANAGEMENT, LLC a California Limited Liability Company ("Declarant").

RECITALS

A. As of the date of this Agreement, the District is the owner of youth sports fields on the former LeBard Elementary School Site comprising approximately 6.6 acres, more particularly described in the legal description attached as Exhibits A-1 and A-2, and which will be referred to as the "Recreational Property."

B. As of the date of this Agreement, the City is the owner of LeBard Park, consisting of two legal parcels comprising approximately three (3) acres, more particularly described in the legal description attached hereto as Exhibits B-1 and B-2 and, which will be referred to as "LeBard Park."

C. As of the date of this Agreement, Declarant is the owner of a parcel purchased from the District comprising 3.2 acres, more particularly described in the legal description attached hereto as Exhibits C-1 and C-2, and which will be referred to as the "Residential Subdivision."

D. The City and District have entered into the "Agreement for Acquisition and Escrow Instructions," dated December 8, 2015, by which the City has agreed to purchase the Recreational Property from the District (the "Acquisition Agreement").

E. On June 10, 2015, the Planning Commission of the City approved the District's application for General Plan Amendment No. 12-002/ Zoning Map Amendment No. 12-001/

Conditional Use Permit No. 12-039/Tentative Tract Map No. 17801/Mitigated Negative Declaration No. 12-008/Variance No. 2015-001 to allow the development of a 15-lot Residential Subdivision, and City acquisition of the Recreational Property. These approvals shall be referred to as the "Entitlements." Page 3 of Final Tract Map No. 17801 is attached as Exhibit D.

F. Tract Map No. 17801 comprises the Residential Subdivision (Lots 1 through 15 and lettered Lots A through C of Tentative Tract Map No. 17801), the Recreational Property and LeBard Park. Upon recordation of Final Tract Map No. 17801, the Recreational Property and LeBard Park will be merged into Lot 16 of Final Tract Map No. 17801.

G. Mitigation Measure 18 of the Entitlements provides that:

"In compliance with the WQMP [Water Quality Management Plan] for the LeBard Elementary School site, a detention basin and a flow-based vegetated swale shall be incorporated into the design of the proposed project and shown in the Final Tentative Tract Map. All design parameters outlined in the WQMP shall be implemented in the design and construction of the detention basin and flow-based vegetated swale. All operational requirements such as inspections and maintenance activities established in the WQMP for LeBard Elementary School Site shall be implemented during the operational phase of the proposed project."

H. Condition of Approval 6(a)(ii) of the Entitlements provides that prior to recordation of the Final Map for Tract 17801:

"The [future] Homeowner's Association (HOA) shall execute a Landscape Maintenance Agreement with the City that the HOA shall be responsible for the continuing maintenance and liability of all landscaping, irrigation, water quality and drainage features associated with the proposed water quality basin (adjacent to the City Park and indicated as Lot "A" on Tract Map 17801). The Agreement shall describe all aspects of maintenance such as removal of trash, debris and silt buildup, removal and replacement of dead/damaged lawn (and any other plantings) resulting from the operation of the basin and any other aspects of maintenance that are warranted by the improvements. The agreement shall state that the HOA shall be responsible for all costs associated with maintenance, repair, replacement, liability, and fees imposed by the City. The Landscape Maintenance Agreement shall be referenced in the CC&R's."

I. The Detention Basin and Flow-Based Vegetated Swale referenced above are depicted on Exhibit D as lettered Lot A and Easement B, respectively.

J. Following recordation of Final Tract Map 17801, Declarant shall be required to create a homeowners association ("HOA") in compliance with the Davis-Stirling Common Interest Development Act, commencing with California Civil Code Section 4000. The HOA is the successor to and assignee of the rights, and obligations of Declarant under this Agreement, including but not limited to maintaining not only the common areas within the Residential Subdivision, but also the Detention Basin (lettered Lot A of Tract Map 17801, the "Detention Basin") and the Flow-Based Vegetated Swale (Easement B of Tract Map 17801, the "Swale").

K. This Agreement sets forth the terms and conditions for the implementation of certain conditions of approval of the Entitlements and the Acquisition Agreement. Compliance of Declarant with the Entitlements and the Acquisition Agreement is in the vital and best interests of City and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

L. Prior to recordation of Final Map No. 17801, Declarant shall prepare, and the City Engineer shall approve Improvement Plans and Water Quality Management Plans for the completion of certain public and private improvements in connection with the Entitlements. The Improvement Plans are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans include by reference any standard specifications for the construction and installation of improvements as approved by the City Engineer in effect on the date of approval of the Tract 17801 Approvals.

M. The Entitlements provide that Declarant shall dedicate to the City a public street easement for Lightbreeze Circle. Prior to dedication, City requires Declarant to install street improvements for Lightbreeze Circle pursuant to the City-approved Improvement Plans. As part of the Improvements Plans, there shall be a landscaped parkway with irrigation lines and other improvements within the public street easement ("Landscaped Parkway"). Tract Map Condition of Approval No. 6(a)(i) requires that the HOA shall irrigate, maintain, repair and replace the Landscaped Parkway, as well as lettered Lots A (the Detention Basin), B and C of Tract 17801, all of which shall be owned by the HOA. Said maintenance shall include but not be limited to removal of trash and debris, removal and replacement of dead/damaged lawn and plantings, and following Best Management Practices for maintenance of the Landscaped Parkway and lettered Lots A, B and C. The HOA shall maintain the Landscaped Parkway and lettered Lots A, B and C in perpetuity.

N. The Entitlements, at Condition of Approval 6(a)(ii) of Tract 17801, and Mitigation Condition No. 18, require that the Detention Basin shall be installed on lettered Lot A and the Swale on Easement B of Tract 17801 in compliance with the Improvement Plans and the Water Quality Management Plan. The Detention Basin and Swale shall serve as a landscaped drainage area and water detention basin for Lots 1-15, and lettered Lots B and C. The HOA shall irrigate and maintain the landscaping of the Detention Basin and the Swale consistent with the City Improvement Plans. Said maintenance shall include, but not be limited to, removal of trash, debris and silt buildup, removal and replacement of dead/damage lawn and plantings, and following Best Management Practices for maintenance of the Detention Basin and Swale. The HOA shall maintain the Swale and Detention Basin in perpetuity.

O. As Tract Map Condition of Approval Section 6(a)(ii) of the Entitlements require pursuant to this Agreement, Declarant has granted the City an easement across lettered Lot A for public, recreational, open space, park, and other uses appurtenant or incident thereto for the benefit of the Recreational Property.

P. As of the date of this Agreement, the District is the owner of the Recreational Property, including Easement B, and Declarant is the owner of lettered Lot A, as depicted on Tract 17801. The Entitlements require that Declarant construct, and the HOA maintain the Swale and the Detention Basin in compliance with the Improvement Plans and the Water Quality Management Plan (the "WQMP"), which are on file in the Office of the City Engineer and are

incorporated into the Agreement by this reference. Pursuant to the Entitlements, the City grants Declarant, and its successor, the HOA, a drainage easement over Easement B.

Q. Pursuant to the Acquisition Agreement, Declarant shall construct on the Residential Parcel, the Recreational Property and LeBard Park the following improvements:

(1) Public Right-of-Way Improvements:

(a) Grading and construction of street improvements to Craimer Lane and Warwick Drive adjacent to the Residential and Recreational Properties. Improvements to half section of a portion of Craimer Lane and Warwick Drive to include the curb and gutter which will be removed and replaced. These improvements include the entry returns, sewer and water laterals for the Residential Property and a new driveway into the City Park parking lot, sewer and water laterals and new landscaped parkways with curb separated sidewalks (+/- 0.4 acres). Installation of "under walk drains" on Cynthia Drive.

(2) Recreational Property Improvements:

- (a) Construction of proposed landscape planter and water quality basin (0.5 acres) on the Residential Subdivision;
- (b) Construction of restroom/concession/storage building (1,500 sf) (the "Multi-Purpose Building") in support of use of sports fields on Recreational Property;
- (c) Construction of paved area surrounding the Multi-Purpose Building (+/- 2,500 sf) on Recreational Property;
- (d) Construction of a portion of proposed parking lot (+/- 450 sf) on Recreational Property;
- (e) Construction of proposed drainage swale (+/- 0.3 acres) on Recreational Property;
- (f) Relocation of bullpen (+/- 1,000 sf) on Recreational Property;
- (g) Construction of a portion of water quality basin and swale (+/- 350 sf) on Recreational Property; and,
- (h) Replacement and upgrade of the existing walkways within the sport field areas to ADA accessible walkways and the relocation of bleachers (+/- 0.5 acres) on Recreational Property ONLY during the August through February off-season for the Sea View Little League when the sports fields are not being used.

(3) LeBard Park Improvements:

- (a) The existing LeBard Park parking lot will be removed, replaced and restriped to provide the appropriate ADA accessible parking spaces and to surface drain to the water quality basin being constructed by the Residential Buyer in accordance with Paragraph (1)(a) above (+/- 0.4 acres);
- (b) Grading and construction of ADA walkways and landscape improvements to the existing LeBard Park (+/- 0.4 acres): and,
- (c) Grading and construction of a water quality basin and swale to treat run-off from the LeBard Park parking lot (+/- 0.1 acres).

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is as follows:

- a. To require that Declarant constructs pursuant to the Improvement Plans on file with the City, the Detention Basin and the Swale prior to issuance of the first grading permit for the Residential Subdivision.
- b. To require that Declarant construct, pursuant to the approved Improvement Plans on file with the City, the Public Right-of-Way Improvements, the Recreational Property Improvements and the LeBard Park Improvements identified in Recital Q prior to construction of any residential unit of the Residential Subdivision.
- c. To require that Declarant, and its successor in interest, the HOA, irrigates, maintains, repairs and replaces the Detention Basin, the Swale, and the Landscaped Parkway in perpetuity.
- d. To require that Declarant grant the City an easement across lettered Lot A of Tract Map 17801 for public, recreational, open space, park, and other uses appurtenant or incident thereto for the benefit of the Recreational Property.
- e. To require City grant Declarant, and its successor, HOA, Easement B across the Recreational Property, as depicted on Final Tract Map No. 17801.
- f. To allow merger of the Recreational Property and LeBard Park into a single Lot 16 upon recordation of Final Tract Map No. 17801. Upon recordation of Final Tract Map No. 17801, the City and the District will take joint title to Lot 16. The Acquisition Agreement provides that escrow will close on the conveyance of the Recreational Property to the City upon (i) Declarant completing installation of the Public Right-of-Way Improvements, the Recreational Property Improvements and the LeBard Park Improvements, and (ii) prior to

Declarant obtaining issuance of the first building permit for any residential unit of the Residential Subdivision. Consequently, upon the Declarant completing said Improvements, escrow on the Acquisition Agreement shall close and the School District shall convey to the City exclusive title to Lot 16 of Final Tract Map No. 17801.

g. To require that Declarant provide certain disclosures to first time homebuyers in the Residential Subdivision, and that the HOA provide the same disclosures to all subsequent homebuyers.

2. Definitions.

- a. "Detention Basin" shall mean lettered Lot A of Tract Map 17801.
- b. "Improvement Plans" shall mean the City-approved plans on file with the Department of Public Works, including but not limited to, the Water Quality Management Plan, the Landscape Improvement Plans, the Sewer and Water Improvement Plans, the Baseball Facility Plan, the LeBard Park Parking Lot Improvement Plan, and Street Improvement Plans.
- c. "Land" shall mean collectively lettered Lots A through C of Tract Map 17801 (which includes the Detention Basin as letter Lot A), the Landscaped Parkway, and the Swale.
- d. "Landscaped Parkway" shall mean the landscaped and irrigated area abutting the sidewalk and street improvements for Lightbreeze Circle. The approved Improvement Plans for the Landscaped Parkway are on file with the City Department of Public Works.
- e. "Swale" shall mean the Flow-Based Vegetated Swale required under the Entitlements and comprising Easement B of Tract Map 17801.

3. Installation and Completion of Detention Basin, Swale and Improvements Required Under Acquisition Agreement. In accordance with the Improvement Plans on file with the City, Declarant shall install the Improvements as follows:

- a. The Detention Basin and the Swale shall be constructed, accepted by the City, and secured by a one-year guaranty and warranty bond prior to issuance of the first grading permit for the Residential Subdivision.
- b. The Public Right-of-Way Improvements, the Recreational Property Improvements and the LeBard Park Improvements identified in Recital Q shall be constructed, accepted by the City, and secured by a one-year guaranty and warranty bond prior to issuance of the first building permit for any residential unit of the Residential Subdivision.

4. Maintenance of the Land. Declarant agrees on behalf of itself and the HOA, to maintain the Landscaped Parkway, lettered lots A, B, and C, the Swale and the Detention Basin

(collectively, the "Land") at its sole cost and expense in perpetuity. The Maintenance Standards for the Land shall include, but not be limited to:

- a. All Land shall be maintained in good and satisfactory condition, and in accordance with the applicable approved Improvement Plans and approved Water Quality Management Plan on file with the Public Works Department of the City.
- b. All Land shall be fertilized, cultivated, edged, and mowed regularly (at least bi-weekly).
- c. Dead or damaged lawn shall be reseeded or replaced with sod.
- d. General planting and trimming or other corrective gardening as needed to maintain a healthy and natural appearance of the Land shall be performed, including to ensure road visibility and irrigation coverage.
- e. The Land shall be free from weeds, debris and harmful insects at all times. Grass and plants shall be sprayed with both insecticides and herbicides as necessary.
- f. All trash, debris and silt buildup shall be removed from the Land on a weekly interval.
- g. The Land shall be kept in a clean, safe and attractive condition, taking into consideration normal growth of the landscape materials and a continuation of the aesthetic quality of the area.
- h. All gardening and maintenance performed on the Land shall conform to the best maintenance practices and to the Arboricultural and Landscape Standards Specification issued by the City's Department of Public Works.
- i. In all cases, the Detention Basin and the Swale shall be maintained in compliance with the applicable approved Water Quality Management Plan.
- j. The Detention Basin and Swale shall be cleaned and maintained to ensure they function to filter solids from water run-off.
- k. No changes, modifications or alterations may be made to any of the Land contrary to the Improvement Plans without the prior written consent of City.

1. In the event any damage is caused to any of the Land as a result of age, normal wear, theft, vandalism or destruction by natural occurrence, Declarant and HOA agree to repair same at their own expense. All repairs and replacement of amenities or finished surfaces such as repairing broken, cracked or lifted hard surfacing, shall be with the same materials and colors as originally approved and installed. All building permits, business licenses and other applicable permits and licenses shall be secured and paid for by Declarant or HOA. All repairs or replacement shall be completed promptly after receipt of written notice to repair by the City, and in any event within thirty business days after such notice.

5. Grant to City of Easement over the Detention Basin (lettered Lot A). Declarant and HOA hereby grant the City an easement for public, recreational, open space and park purposes, over and across lettered Lot A of Final Tract Map No. 17801.

6. Grant to Declarant and HOA of Drainage Easement over the Swale (Easement B). The City hereby grants Declarant and the HOA a drainage easement over and across "Easement B" depicted on Final Tract Map No. 17801, more particularly described in the legal description

7. Mechanics' Lien. Declarant and HOA agree not to suffer any mechanics' lien(s) to be filed against the City by reason of any work, labor, services or material performed at or furnished to the Swale.

8. Term. The term of this Agreement shall be perpetual.

9. Applicable Law. Declarant and HOA shall, at their sole cost and expense, faithfully observe in the use, maintenance and occupation of the land subject to this Agreement all municipal ordinances, and all state and federal statutes now in force and which may hereafter be in force, and shall fully comply, at its sole expense, with all regulations, orders, and other requirements issued or made pursuant to any such ordinances and statutes. All building permits, business licenses and other applicable permits and licenses shall be secured and paid for by Declarant and HOA.

10. Utilities. Declarant and HOA shall bear the expense of irrigation water, electricity and any other utility necessary to the maintenance of the Landscaped Parkway, the Detention Basin and the Swale pursuant to this Agreement. Declarant and HOA shall be solely responsible for using such utilities in a safe and hazard-less manner, complying in all respects with applicable codes and ordinances.

11. Covenants to Run With Land. All covenants in this Agreement shall pertain to and run with the land for the benefit of the City and its real property, the Recreational Property, LeBard Park, and ultimately Lot 16 when Final Tract Map No. 17801 is recorded.

12. City Maintenance of Land. If Property Owner fails to meet the standard of maintenance necessary to keep the Land in a healthy condition, City will give written notice of the deficiency to Declarant and HOA who shall have 30 days to make the necessary correction. If the correction is not made within 30 days, City may elect to take the steps necessary to assure that the Land is maintained and cared for. To do this, City shall serve a notice of its intent to enter the

Land for this purpose. City shall either personally serve the notice upon Declarant and HOA or mail a copy of it by certified mail to Declarant's and HOA's last known address, or as shown on the tax rolls, at least 15 days in advance of the date when it intends to enter the Land.

13. Maintenance Costs as Lien. If City incurs costs in restoring or maintaining the Land after following the procedure set forth in Section 11 above, City shall make demand upon Declarant and HOA for payment. If Declarant and HOA fail to pay the costs incurred by City within 30 days of the date demand is made, City may make the costs a lien upon the described real property by recording a notice that it has incurred expenses under the terms of this Agreement with the County Recorder of County. The notice shall state the fact that City has incurred the costs under the terms of this Agreement and shall state the amount, together with the fact that it is unpaid and draws interest at the rate of seven percent (7%) per year until paid. For this purpose, City may enter on the Land and perform such work as it considers reasonably necessary and proper to restore and maintain the landscaping. City may act either through its own employees or through an independent contractor.

14. Additional Remedies. City may, as an alternative to the lien procedure set forth above in Section 13, bring a legal action to collect the sums due as the result of the making of expenditures for restoration and maintenance of the Land.

15. Workers' Compensation Insurance. Pursuant to California Labor Code Section 1861, Declarant and HOA acknowledge awareness of Section 3700 *et seq.* of said Code, which requires every employer to be insured against liability for workers' compensation. Declarant and HOA covenant that they will comply with such provisions prior to commencing performance of the work hereunder.

Declarant and HOA shall maintain such Workers' Compensation Insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000) bodily injury by accident, each occurrence, One Hundred Thousand Dollars (\$100,000) bodily injury by disease, each employee, and Two Hundred Fifty Thousand Dollars (\$250,000) bodily injury by disease, policy limit, at all times incident hereto, in forms and underwritten by insurance companies reasonably satisfactory to City. Declarant and HOA shall require all subcontractors to provide such workers' compensation insurance for all of the subcontractors' employees. Upon reasonable notice, City may increase the insurance limits to account for inflation over time.

16. Insurance. In addition to the Workers' Compensation Insurance and the covenant of Declarant and HOA to indemnify City, Declarant and HOA shall obtain and furnish to City, a policy of commercial general liability insurance, including motor vehicle coverage, covering all activities to be undertaken by Declarant and HOA concerning the Land. Said policy shall indemnify Declarant and HOA, their officers, agents and employees, while acting within the scope of their duties, against any and all claims of liability arising out of or in connection with all activities to be undertaken by Declarant and HOA concerning the Land, and shall provide coverage in not less than the following amounts: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of \$2,000,000 per occurrence. If coverage is provided under a form which includes a designated general

aggregate limit, the aggregate limit must be no less than \$2,000,000. Said policy shall name City and its respective officers, and employees as Additional Insureds, and shall specifically provide that any other insurance which may be applicable to all activities to be undertaken by Declarant and HOA concerning the Land shall be deemed excess coverage and that the insurance of Declarant and HOA shall be primary. Upon reasonable notice, City may increase the insurance limits to account for inflation over time.

17. Certificates of Insurance; Additional Insured Endorsements. At all times, Declarant and HOA shall furnish to City certificates of insurance, subject to approval of the City Attorney, evidencing the foregoing insurance coverages as required by this Agreement; said certificates shall:

- a. provide the name and policy number of each carrier and policy; and
- b. shall state that the policy is currently in force; and
- c. shall promise to provide that such policies will not be canceled or modified without thirty (30) days' prior written notice to City.

The requirement for carrying the foregoing insurance coverages shall not derogate from the duty of Declarant and HOA to indemnify City under this Agreement. City or its representative shall at all times have the right to demand the original or a copy of all said policies of insurance. Declarant and HOA shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

18. Indemnification and Hold Harmless. Declarant and HOA hereby agree to protect, defend, indemnify and hold and save harmless City, and its respective officers and employees against any and all liability, claims, judgments, costs and demands, however caused, including those resulting from death or injury to Declarant's and HOA's employees and damage to Declarant's and HOA's property, arising directly or indirectly out of the activities to be undertaken by Declarant and HOA pursuant to this Agreement caused in whole or in part by any negligent act or omission of Declarant, the HOA, and their contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence except where caused by the active negligence, sole negligence or willful misconduct of City. Declarant and HOA will conduct all defense at their sole cost and expense.

19. Rules and Regulations. Declarant and HOA agree to obey and observe (and cause their officers, employees, contractors, invitees and all others doing business with Declarant and HOA to obey and observe) all rules and regulations of general applicability regarding the Land as may be established by City at any time and from time to time during the term of this Agreement.

20. Disclosures to Homebuyers Within Residential Subdivision. Declarant shall provide the following disclosure to first time buyers of homes in the Residential Subdivision, and that the HOA and individual home seller shall provide the same disclosure to all subsequent home buyers:

- a. The buyer is aware that they are purchasing a home adjacent to sports/baseball fields and may be subject to errant fly balls on their property.
- b. Lightbreeze Circle is a public street, and available for public on-street parking.

- c. Lots 1 through 6 abutting single-family homes on Crailet Drive shall maintain 20-foot rear yard setback.

21. Notices. Any notice or special instruments required to be given in writing under this Agreement shall be given either by personal delivery to Declarant (as designed herein) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, return receipt requested and depositing the same in the United States Postal Service, addressed as follows:

To City:

Director of Public Works
City of Huntington Beach
2000 Main Street
Huntington Beach CA 9264

To District:

Assistant Superintendent,
Administrative Services
Huntington Beach City School
District
8750 Dorsett Drive,
Huntington Beach, CA 92646

To Declarant:

HB Homes Management, LLC
9140 Trask Avenue, Suite 202
Garden Grove, CA 92844

38 Arbusto
Irvine, CA 92606

22. Captions and Terms. The captions and section numbers appearing in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit, amplify, define, construe or describe the scope of intent of the terms and provisions of this Agreement, or in any way affect this Agreement.

23. Recordation. This agreement shall be recorded with the County Recorder of Orange County, California.

24. No Third Party Benefit. This Agreement is made and entered into for the sole benefit and protection of the parties hereto, and the parties do not intend to create any rights or benefits under this Agreement for any person who is not a party to this Agreement, except for any permitted assignees.

25. Entirety. The foregoing, and the attachments hereto, set forth the entire Agreement between the parties.

26. Amendments. The terms of this Agreement may only be modified or amended by an instrument in writing executed by each of the parties hereto; provided, however, the City Manager shall have the authority to issue interpretations, waive provisions and enter into

amendments of this Agreement on behalf of City so long as such actions do not substantially change the uses or development permitted on the Land.

27. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

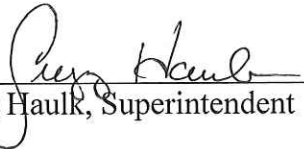
28. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

29. Attorney's Fees. In connection with any matters or litigation arising under this Agreement, each party shall bear its own attorney's fees.

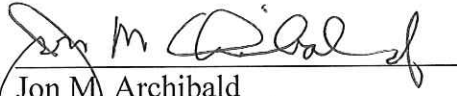
30. Covenants Run With Land. The covenants in this Agreement pertain to and run with the real property described above. This Agreement binds the successors in interest of each of the parties.

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

HUNTINGTON BEACH CITY SCHOOL
DISTRICT, a California public school district:




Gregg Haulk, Superintendent



Jon M. Archibald
Assistant Superintendent, Administrative
Services

HB HOMES MANAGEMENT, LLC,
a California Limited Liability Company

By 

Its Project Manager

By _____
Its _____

CITY OF HUNTINGTON BEACH,
a California municipal corporation



Mayor Erik Peterson




City Clerk Robin Estanislau

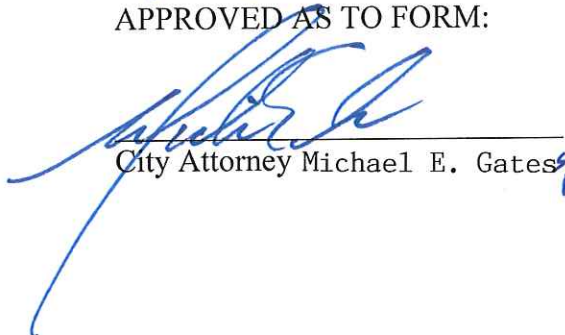
INITIATED AND APPROVED:



Director of Public Works Travis Hopkins
REVIEWED AND APPROVED:



City Manager Fred Wilson
APPROVED AS TO FORM:



City Attorney Michael E. Gates ^{SFF} _{MW}

COUNTERPART

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

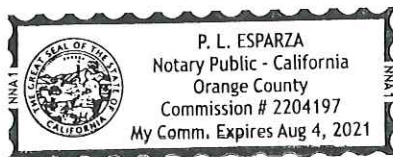
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of ORANGE)
 On FEBRUARY 21, 2019 before me, P. L. ESPARZA, Notary,
 Date Here Insert Name and Title of the Officer
 personally appeared GREGG HAULK AND JON M ARCHIBALD
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature P. L. Esparza
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document EASEMENT, CONSTRUCTION AND MAINTENANCE
 Title or Type of Document: AGREEMENT RE-TRACT 17801 Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

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

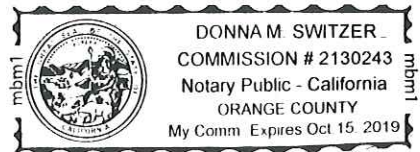
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On March 7, 2019 before me, **Donna M. Switzer**, *Notary Public*, personally appeared **Robin Estanislau** and **Erik Peterson** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.



Donna M. Switzer
(Notary Signature)

(Seal)

HUNTINGTON BEACH CITY SCHOOL
DISTRICT, a California public school district:

Gregg Haulk, Superintendent

Jon M. Archibald
Assistant Superintendent, Administrative
Services

HB HOMES MANAGEMENT, LLC,
a California Limited Liability Company

By David Nguyen
Its DAVID NGUYEN,
PROJECT MANAGER.

By _____
Its _____

CITY OF HUNTINGTON BEACH,
a California municipal corporation

Mayor

City Clerk

INITIATED AND APPROVED:

[Signature]
Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

SFP
NW

COUNTERPART

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of ORANGE)
 On MARCH 1st, 2019 before me, HAN T NGUYEN (NOTARY PUBLIC),
 Date Here Insert Name and Title of the Officer
 personally appeared DAVID NGUYEN
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION OF RECREATIONAL PROPERTY

THAT PORTION OF THE WEST ONE-HALF OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 66, TRACT 5128, AS SHOWN IN BOOK 211 OF MISCELLANEOUS MAPS, PAGES 23 THROUGH 26, INCLUSIVE, RECORDS OF ORANGE COUNTY, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE NORTH 00°20'44" EAST, ALONG THE EAST LINE OF SAID TRACT 5128, A DISTANCE OF 376.62 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF CRAILET DRIVE, HAVING A HALF WIDTH OF 30.00 FEET; THENCE SOUTH 89°41'12" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF LOT 61 OF SAID TRACT 5128; THENCE SOUTH 00°20'44" WEST, ALONG THE WEST LINE OF SAID LOT 61, A DISTANCE OF 110.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 61; THENCE NORTH 88°22'19" EAST, ALONG THE SOUTHERLY LINE OF LOTS 61 AND 60 OF SAID TRACT 5128, A DISTANCE OF 128.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 60; THENCE NORTH 83°46'04" EAST, ALONG THE SOUTHERLY LINE OF LOTS 59 AND 58 OF SAID TRACT 5128, A DISTANCE OF 129.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 58; THENCE NORTH 79°08'11" EAST, ALONG THE SOUTHERLY LINE OF LOTS 57 AND 56 OF SAID TRACT 5128, A DISTANCE OF 66.31 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 56; THENCE SOUTH 00°13'46" WEST, A DISTANCE OF 336.03 FEET; THENCE SOUTH 49°10'20" WEST, A DISTANCE OF 10.62 FEET; THENCE SOUTH 00°08'52" WEST, A DISTANCE OF 26.61 FEET; THENCE NORTH 89°56'48" EAST A DISTANCE OF 48.67 FEET; THENCE SOUTH 55°35'10" EAST, A DISTANCE OF 11.60 FEET; THENCE SOUTH 89°51'08" EAST, A DISTANCE OF 154.67 FEET; THENCE NORTH 60°57'47" EAST, A DISTANCE OF 10.25 FEET; THENCE SOUTH 89°48'21" EAST, A DISTANCE OF 77.21 FEET; THENCE NORTH 23°22'18" EAST, A DISTANCE OF 50.91 FEET; THENCE NORTH 60°21'16" WEST, A DISTANCE OF 12.65 FEET; THENCE NORTH 00°21'30" WEST, A DISTANCE OF 102.57 FEET; THENCE NORTH 49°23'09" EAST, A DISTANCE OF 32.27 FEET; THENCE NORTH 71°51'37" EAST, A DISTANCE OF 68.43 FEET; THENCE SOUTH 89°49'53" EAST, A DISTANCE OF 9.17 FEET; THENCE SOUTH 00°30'39" WEST, A DISTANCE OF 129.22 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE SOUTH 89°30'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 29.74 FEET; THENCE SOUTH 00°20'32" WEST, A DISTANCE OF 242.06 FEET TO THE NORTH RIGHT-OF-WAY OF CYNTHIA DRIVE, HAVING A HALF WIDTH OF 25.00 FEET; THENCE NORTH 89°29'35" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 764.45 FEET TO THE SOUTHEAST CORNER OF LOT 13, TRACT 6003, AS SHOWN IN BOOK 220 OF MISCELLANEOUS MAPS, PAGES 49 AND 50, RECORDS OF ORANGE COUNTY; THENCE NORTH 00°19'03" EAST, ALONG THE EAST LINE OF SAID TRACT 6003, A DISTANCE OF 241.97 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 6.18 ACRES

REFER TO EXHIBIT "A-2" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

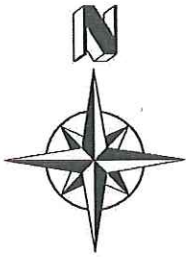
THIS LEGAL DESCRIPTION WAS PREPARED BY ME


DAVID B. WARREN, LS 8244

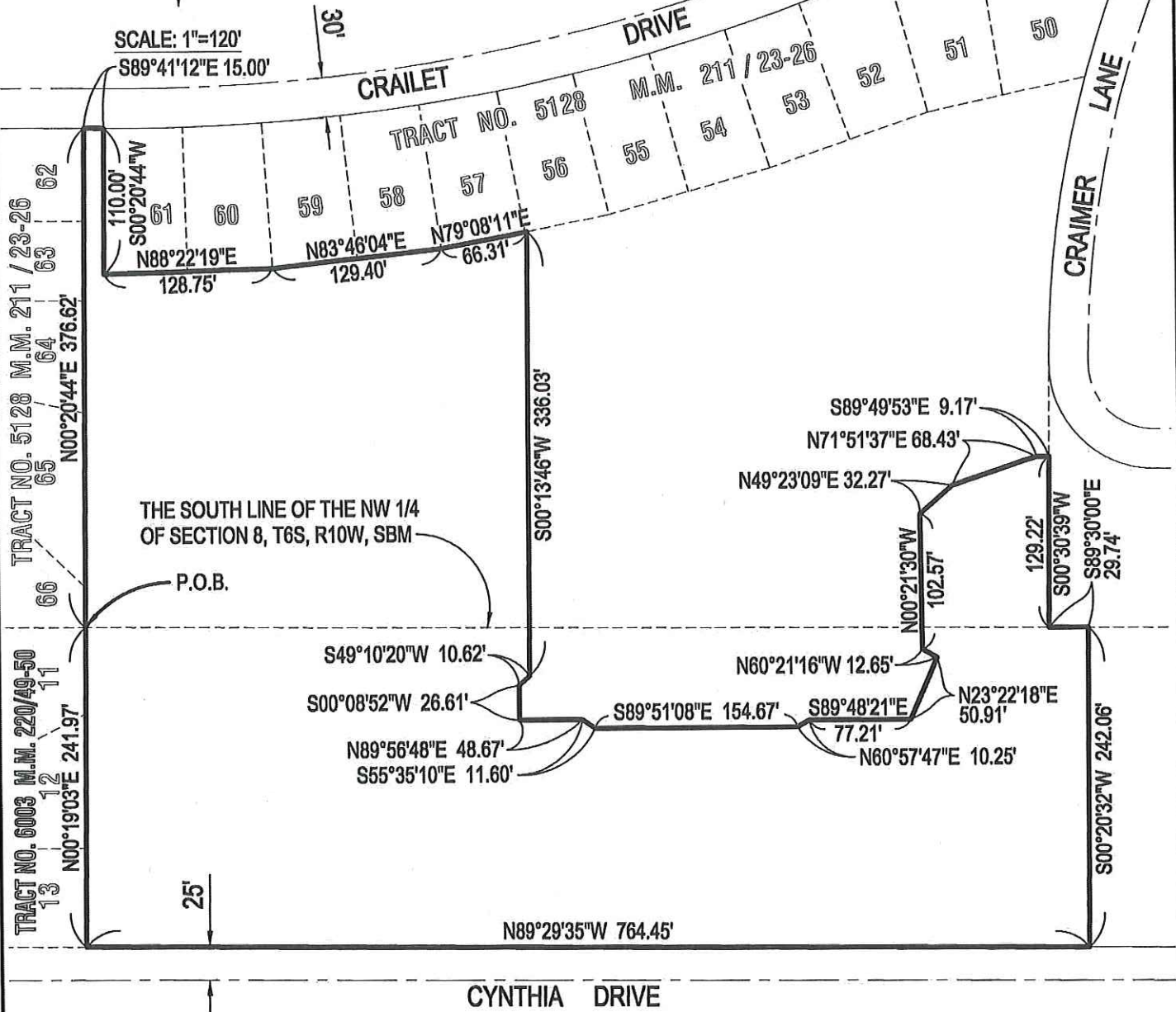
12/4/18
DATE



EXHIBIT "A-2"



SCALE: 1"=120'
S89°41'12"E 15.00'



CONTAINING APPROXIMATELY 6.18 ACRES

THIS PLAT WAS PREPARED BY ME

David B. Warren

DAVID B. WARREN, LS 8244

12/4/19
DATE



EXHIBIT "B-1"

LEGAL DESCRIPTION OF LEBARD PARK

THAT PORTION OF THE WEST ONE-HALF OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 69, TRACT 6003, AS SHOWN IN BOOK 220 OF MISCELLANEOUS MAPS, PAGES 49 AND 50, RECORDS OF ORANGE COUNTY, SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF THE SOUTHERN CALIFORNIA EDISON RIGHT-OF-WAY; THENCE NORTH $14^{\circ}15'40''$ EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 380.97 FEET TO THE SOUTHEASTERLY CORNER OF LOT 26, TRACT 5192, AS SHOWN IN BOOK 218 OF MISCELLANEOUS MAPS, PAGES 41 THROUGH 44, INCLUSIVE, RECORDS OF ORANGE COUNTY; THENCE NORTH $75^{\circ}36'29''$ WEST, A DISTANCE OF 53.37 FEET; THENCE NORTH $67^{\circ}37'17''$ WEST, A DISTANCE OF 48.46 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF WARWICK DRIVE AND RAVENWOOD LANE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 70.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH $47^{\circ}55'29''$ WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY, AN ARC DISTANCE OF 71.03 FEET, THROUGH A CENTRAL ANGLE OF $58^{\circ}08'16''$; THENCE NORTH $79^{\circ}47'13''$ WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 40.00 FEET; THENCE WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 6.77 FEET, THROUGH A CENTRAL ANGLE OF $9^{\circ}42'08''$ TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WARWICK DRIVE, HAVING A HALF WIDTH OF 30.00 FEET; THENCE NORTH $89^{\circ}29'21''$ WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 112.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 80.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 125.66 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ TO A POINT OF CUSP, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF CRAIMER LANE, HAVING A HALF WIDTH OF 30.00 FEET; THENCE SOUTH $00^{\circ}30'39''$ WEST, A DISTANCE OF 200.32 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE SOUTH $89^{\circ}30'00''$ EAST, ALONG SAID NORTH LINE, A DISTANCE OF 29.74 FEET; THENCE SOUTH $00^{\circ}20'32''$ WEST, A DISTANCE OF 242.06 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CYNTHIA DRIVE, HAVING A HALF WIDTH OF 25.00 FEET; THENCE SOUTH $89^{\circ}29'35''$ EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY, AN ARC DISTANCE OF 65.02 FEET, THROUGH A CENTRAL ANGLE OF $46^{\circ}34'03''$ TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE SOUTH $89^{\circ}29'35''$ EAST, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 140.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 3.01 ACRES

REFER TO EXHIBIT "B-2" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

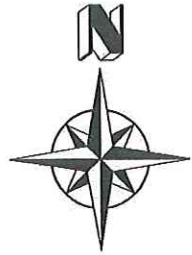
THIS LEGAL DESCRIPTION WAS PREPARED BY ME


DAVID B. WARREN, LS 8244

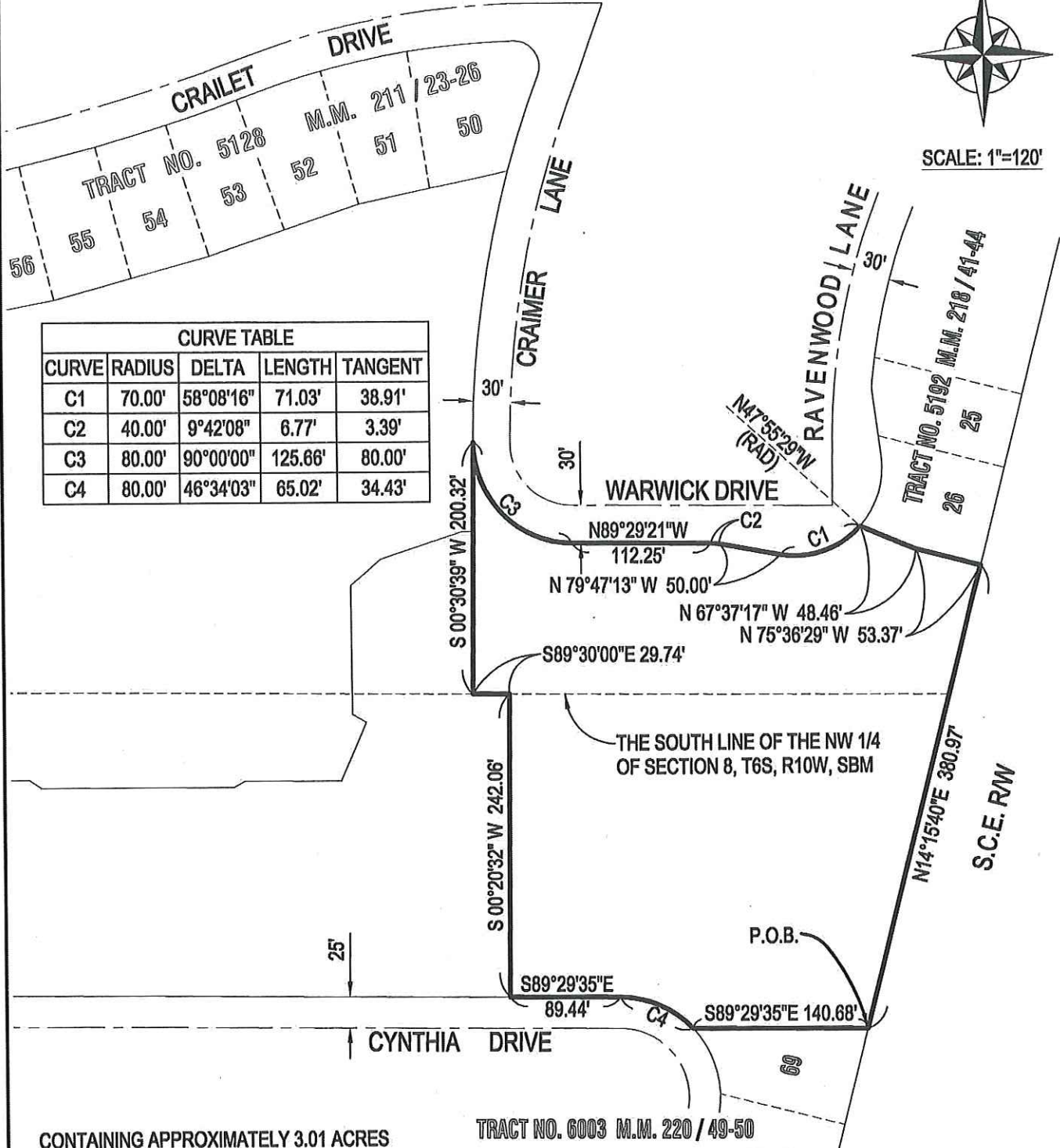
12/4/13
DATE



EXHIBIT "B-2"



SCALE: 1"=120'



CONTAINING APPROXIMATELY 3.01 ACRES

THIS PLAT WAS PREPARED BY ME

David B. Warren

DAVID B. WARREN, LS 8244

12/4/18
DATE

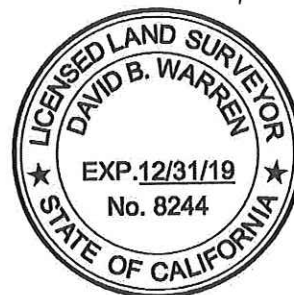


EXHIBIT "C-1"

LEGAL DESCRIPTION OF RESIDENTIAL PROPERTY

THAT PORTION OF THE WEST ONE-HALF OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 57, TRACT 5128, AS SHOWN IN BOOK 211 OF MISCELLANEOUS MAPS, PAGES 23 THROUGH 26, INCLUSIVE, RECORDS OF ORANGE COUNTY; THENCE NORTH 79°08'11" EAST, ALONG THE SOUTHERLY LINE OF LOTS 57 AND 56 OF SAID TRACT 5128, A DISTANCE OF 66.31 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 56, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 00°13'46" WEST, A DISTANCE OF 336.03 FEET; THENCE SOUTH 49°10'20" WEST, A DISTANCE OF 10.62 FEET; THENCE SOUTH 00°08'52" WEST, A DISTANCE OF 26.61 FEET; THENCE NORTH 89°56'48" EAST A DISTANCE OF 48.67 FEET; THENCE SOUTH 55°35'10" EAST, A DISTANCE OF 11.60 FEET; THENCE SOUTH 89°51'08" EAST, A DISTANCE OF 154.67 FEET; THENCE NORTH 60°57'47" EAST, A DISTANCE OF 10.25 FEET; THENCE SOUTH 89°48'21" EAST, A DISTANCE OF 77.21 FEET; THENCE NORTH 23°22'18" EAST, A DISTANCE OF 50.91 FEET; THENCE NORTH 60°21'16" WEST, A DISTANCE OF 12.65 FEET; THENCE NORTH 00°21'30" WEST, A DISTANCE OF 102.57 FEET; THENCE 49°23'09" EAST, A DISTANCE OF 32.27 FEET; THENCE NORTH 71°51'37" EAST, A DISTANCE OF 68.43 FEET; THENCE SOUTH 89°49'53" EAST, A DISTANCE OF 9.17 FEET; THENCE NORTH 00°30'39" EAST, A DISTANCE OF 76.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CRAILET LANE, HAVING A HALF WIDTH OF 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 820.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY, AN ARC DISTANCE OF 214.10 FEET, THROUGH A CENTRAL ANGLE OF 14°57'36" TO THE SOUTHEAST CORNER OF LOT 50 OF SAID TRACT 5128, A RADIAL LINE FROM SAID POINT BEARS SOUTH 74°31'44" EAST; THENCE SOUTH 77°47'56" WEST ALONG THE SOUTHERLY LINE OF LOTS 50 AND 51 OF SAID TRACT 5128, A DISTANCE OF 122.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51; THENCE SOUTH 71°08'48" WEST, ALONG THE SOUTHERLY LINE OF LOTS 52 AND 53 OF SAID TRACT 5128, A DISTANCE OF 127.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 53; THENCE SOUTH 74°30'17" WEST, ALONG THE SOUTHERLY LINE OF LOTS 54 AND 55, A DISTANCE OF 129.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 55; THENCE SOUTH 79°08'11" WEST, ALONG THE SOUTHERLY LINE OF LOT 56 OF SAID TRACT 5128, A DISTANCE OF 63.09 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 3.53 ACRES

REFER TO EXHIBIT "C-2" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

THIS LEGAL DESCRIPTION WAS PREPARED BY ME


DAVID B. WARREN, LS 8244

12/4/18
DATE




DAVID B. WARREN, LS 8244



EXHIBIT "D"

TRACT NO. 17801

IN THE CITY OF HUNTINGTON BEACH,
COUNTY OF ORANGE, STATE OF CALIFORNIA

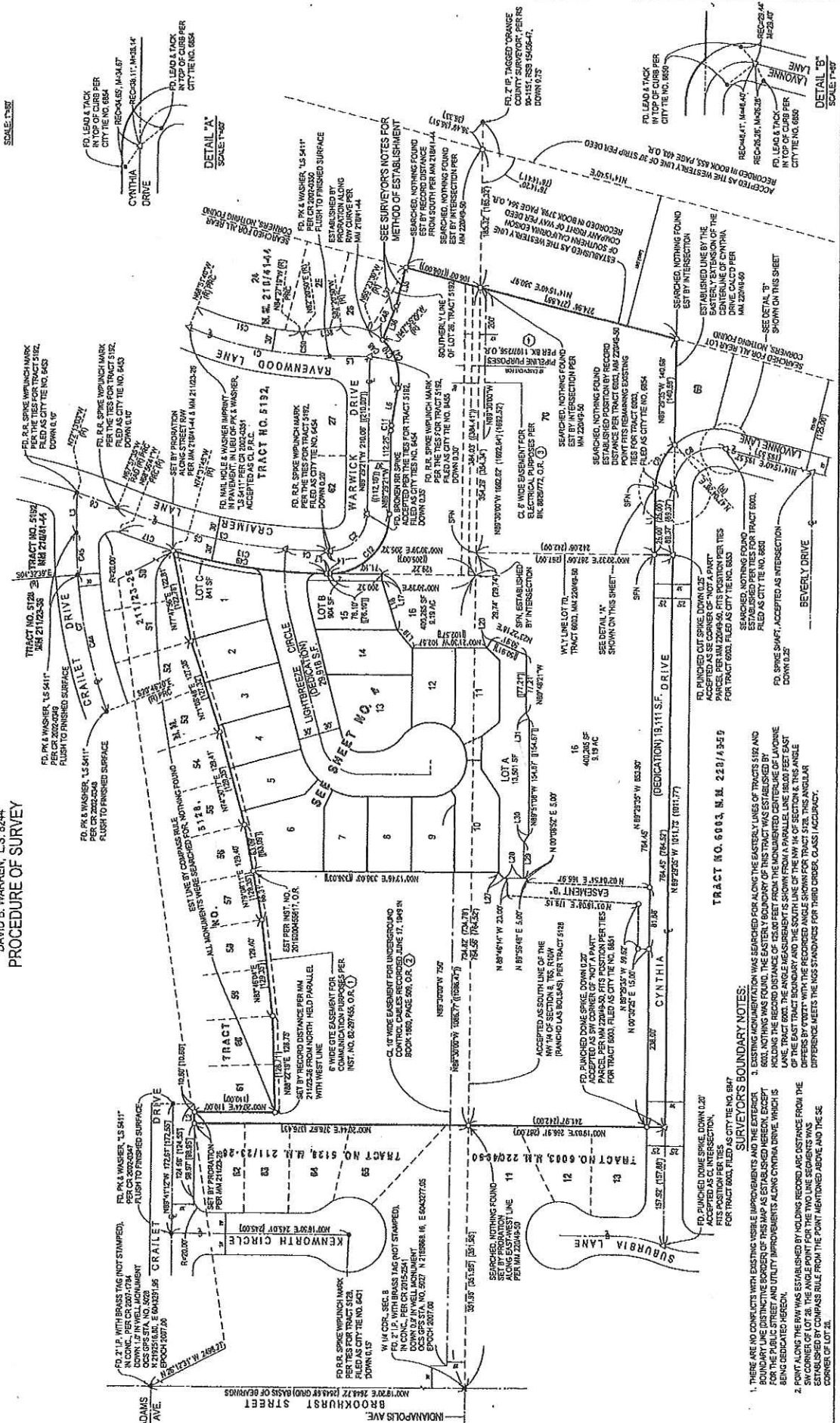
OCTOBER 01, 2016
HIGH DESERT MAPPING
DAVID B. WARREN, L.S. 8244
PROCEDURE OF SURVEY

SHEET 3 OF 4 SHEETS
NUMBERED LOTS: 15
GROSS AREA: 13.16 ACRES
NET AREA: 12.03 ACRES
DATE OF SURVEY: OCTOBER 01, 2016
ALL OF TENTATIVE TRACT NO. 17801

NOTE:
SEE SHEET 2 FOR MONUMENT NOTES, LEGEND, REFERENCES,
BASIS OF BEARINGS, DATUM STATEMENT AND LETTERED LOT
USAGE
SEE SHEET 4 FOR LOT DETAILS



SCALE: 1"=50'



SURVEYOR'S BOUNDARY NOTES:

1. THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS. THE BOUNDARY LINE DISTINCTIVE BORDERS OF THIS MAP AS ESTABLISHED HEREIN, EXCEPT FOR THE PUBLIC STREET AND UTILITY IMPROVEMENTS ALONG CYNTHIA DRIVE, WHICH IS BEING DEDICATED HEREIN.
2. POINT ALONG THE BAY WAS ESTABLISHED BY HOLDING RECORD ARC DISTANCE FROM THE SW CORNER OF LOT 28. THE ANGLE POINT FOR THE TWO LINE SEGMENTS WAS ESTABLISHED BY COMPASS BEARING FROM THE POINT MENTIONED ABOVE AND THE SE CORNER OF LOT 28.

TRACT NO. 6003, N.M. 222/435.9

DETAIL "B"
SCALE: 1"=50'