City of Laguna Beach
AGENDA BILL

No. 15

Meeting Date: 2/9/16

SUBJECT: ACCEPTANCE OF PORTION OF TOP OF THE WORLD RIGHTS-OF-WAY AND APPROVAL OF AGREEMENTS FOR ACQUISITION OF PUBLIC TRAIL EASEMENTS

SUMMARY OF THE MATTER:

1. BACKGROUND

The City is proposing to construct a pedestrian and bicycle pathway between Top of the World Drive and Aliso and Wood Canyons Park. On January 6, 2015, the City Council upheld the Planning Commission’s approval of the proposed Top of the World trail project. Due to expressed concerns that then-proposed roadway improvements near the trail head might change the character of the neighborhood, the City Council approved the trail project with modifications that eliminated the roadway improvements. The design plans are now complete and the project is ready to bid for construction. Before bids can be solicited, or construction can begin, several steps must be taken, including (1) the acquisition of two easements over private property to improve and maintain the trail project, and (2) acceptance of portions of Alta Laguna Boulevard, Top of the World Drive and Tree Top Lane.

Easements for the trail must be acquired on private property at 28901 Top of the World Drive (Alta Laguna Real Properties) and 2771 Alta Laguna Boulevard (George Sperling). Both properties consist of vacant land abutting Top of the World Drive, a privately maintained street. Top of the World Drive was created in connection with the approval by the County of Orange of Tract No. 888 in 1928. 28901 Top of the World Drive and 2771 Alta Laguna Boulevard are not a part of, but adjoin, Tract No. 888 and do not enjoy an

RECOMMENDATION: It is recommended that the City Council: 1) Adopt the attached Resolution (Attachment A) to accept portions of Alta Laguna Boulevard, Top of the World Drive and Tree Top Lane; 2) Authorize the City Manager to enter into the attached Agreements (Attachments B and C) with the owners of 2771 Alta Laguna Boulevard, and 28901 Top of the World Drive to acquire trail easements; 3) authorize the City Manager to enter into an easement agreement with the County of Orange for an easement through the Aliso and Wood Canyons Park for the trail; and 4) Appropriated $30,000 from the Capital Improvement Fund available balance and set it aside for up to three years for future potential improvements requested by the neighborhood, and approved by the City Council, to mitigate traffic and parking concerns related to the trail.

Appropriations Requested: $30,000
Submitted by: Wade Brown, Project Director

Fund: Capital Improvement Fund
Coordinated with: City Attorney

Attachments: Resolution for acceptance of portions of rights-of-way; Agreements for acquisition of public trail easements

Approved: John Fellers, City Manager
expressly dedicated right to access the abutting street. Both property owners are requesting that the City accept a portion of Top of the World Drive as a public street in trade for the easements to solve their street access concerns.

II. EASEMENT ACQUISITION AGREEMENTS

Easements are necessary to construct the public trail between Top of the World Drive and the Fire Road. The proposed agreements are included as Attachments B and C, and their terms and conditions are summarized as follows:

**Easement on 2771 Alta Laguna Boulevard (Sperling)**

The property owner agrees to convey a no-cost easement to the City necessary to construct and maintain the public trail in exchange for the City’s agreement to accept a portion of the right-of-way as a public street (further described below), to vacate an existing public access easement across 2771 Alta Laguna Boulevard, to install a three-rail fence (already included in the approved plans), and to quitclaim the easement to the property owner if the City ever abandons the trail.

**Easement on 28901 Top of the World Drive (Alta Laguna Real Properties)**

The property owner agrees to convey a no-cost easement to the City necessary to construct and maintain the public trail in exchange for the City’s agreement to accept a portion of the right-of-way as a public street (further described below), to install a two-sided solid wood fence designed to reduce visual and sound transmission (already included in the approved plans), to install a bronze plaque in recognition of Richard Smith (who allowed the public to use the informal trail on his private property all these years), and to quitclaim the easement to the property owner if the City ever abandons the trail.

**County Easement**

A portion of the proposed public trail will be located within the County Park. Recently, the County staff suggested that the best method to authorize the construction and future maintenance of the trail within the County Park is for the City to obtain an easement. The easement will be approximately 10 feet wide by 100 feet long. Obtaining the easement will require the preparation of a legal description, easement agreement, valuation of the property, and approval through the County Board of Supervisors. The document preparation costs are estimated to be less than $5,000. The value of the trail improvements should offset the value of the land occupied, so there should be no cost for the easement itself. It is recommended that the City Council authorize the City Manager to execute the easement documents on behalf of the City consistent with these terms once the documents are prepared.

III. RIGHT-OF-WAY ACCEPTANCE

The City has been maintaining Tree Top Lane and Alta Laguna Boulevard as public streets since September 6, 1988; however, the City has not taken formal action by resolution to accept those streets as public streets. The proposed public trail project begins at Top of the World Drive and the public will need to traverse a portion of the currently privately maintained Top of the World Drive to reach the trail. It is
recommended that the City accept a portion of Top of the World Drive from Alta Laguna Boulevard to the trail head so that the City may properly maintain the road surface for the public users. Acceptance of the road as a public street will also resolve uncertainty regarding rights of access for the abutting properties at 28901 Top of the World Drive and 2771 Alta Laguna Boulevard. To formally accept Tree Top Lane, a portion of Alta Laguna Boulevard, and a portion of Top of the World Drive, as depicted on Attachment D as public streets, it is recommended that the City Council approve the Resolution included as Attachment A.

Some residents of the Top of the World neighborhood have expressed concerns that previously suggested roadway improvements to Top of the World Drive (including widening, installing curbs and sidewalks, and constructing onstreet parking spaces) may result in increased traffic volumes, vehicular speed, and parking demands in the area, which would change the rural character of the neighborhood. To address these concerns, it is recommended that the resolution for accepting the portion of the Top of the World Drive right-of-way include the following statement, “In accepting the portions of the Top of the World right-of-way, the City Council hereby recites its intent to maintain such accepted right-of-way in its currently improved condition and not to construct, or to require or cause the construction of, any roadway or sidewalk improvements within the acceptance area.” Similarly, the above-described agreements for the acquisition of trail easements provide that the City shall not require the property owners, as a condition of approval of any future development, to construct roadway or sidewalk improvements, including without limitation onstreet parking, within the accepted right-of-way area.

IV. NEIGHBORHOOD CONCERNS

As noted above, several of the neighbors in the Top of the World area have expressed concerns about possible increased vehicle traffic and parking and other burdens related to the establishment of the trail. City staff and Councilmember Zur Schmiede met with neighborhood groups to discuss these concerns. Some of the neighbors have requested that the City consider approving the following matters:

1. The City shall pave a portion of Top of the World Drive from Alta Laguna Blvd. to the trail head;
2. The City shall defend and indemnify Top of the World residents for any claims arising from public use of Top of the World Drive;
3. The City shall install access control gates at each end of Top of the World Drive; and
4. The City shall install “Private Street No Outlet” signs at Ann’s Lane and Shady Lane.

The recommendation to accept a portion of Top of the World Drive as a public street will allow the City to pave and maintain that roadway portion in perpetuity. As is the case with other accepted public streets, the City will be responsible for the public use of that portion of Top of the World Drive and the associated liability. The City is also agreeable to installing signage similar to that described in Item 4 above.

With regard to installing gates to restrict persons other than residents of Tract No. 888 from using Top of the World Drive, although allowing pedestrians and bicycles to pass, staff has researched the idea and does not believe it is a viable option. State law prevents the installation of gates that would close or provide selective access to public streets or streets historically used by the public. Although the impacts of the proposed trail are speculative, City staff recommends that the City Council set aside $30,000 in a City account for up to three years to be used to implement potential improvements requested by the
neighborhood, and approved by the City Council, to address and mitigate potential traffic and parking impacts related to the trail.

V. BUDGET

The current funding for the Top of the World Trail Project is $514,000, which includes $164,442 of grant funding. It is recommended that an additional $30,000 be appropriated from the Capital Improvement Fund to establish funding for up to three years for possible future improvements to the road as described above in Section IV.

VI. SCHEDULE

If the City Council approves the recommended actions tonight, it is anticipated that construction contracts for the trail could be awarded by June, construction started in August, and the trail would open by the end of October 2016.
Attachment A

Resolution Accepting Right-of-Way with Exhibit A
RESOLUTION NO. 16.0

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH
ACCEPTING PORTIONS OF ALTA LAGUNA BOULEVARD, TREE TOP LANE
AND TOP OF THE WORLD DRIVE IN TRACT NO. 888.

WHEREAS, the Top of the World area was the subject of a subdivision approved by the
County of Orange as Tract No. 888 in 1928; and
WHEREAS, the map for Tract No. 888 depicts certain roads; and
WHEREAS, the County of Orange recited that it did not accept the roads within Tract No.
888 as public highways; and
WHEREAS, the roads within Tract No. 888 have historically been used by members of
the public; and
WHEREAS, the Top of the World area was annexed into the City of Laguna Beach in
1986; and
WHEREAS, the Laguna Beach City Council has taken action from time-to-time to
authorize the City to maintain portions of certain roads within Tract No. 888; and
WHEREAS, the City of Laguna Beach proposes to establish a pedestrian and bicycle trail
between the Top of the World Drive and Aliso and Wood Canyons Park; and
WHEREAS, the City of Laguna Beach desires to formally accept portions of those certain
roads within Tract No. 888 depicted on Exhibit “A” attached hereto for roadway and pedestrian
purposes and to confirm a right of members of the public to access the planned pedestrian and
bicycle trail from Top of the World Drive; and
WHEREAS, the City of Laguna Beach intends to maintain the roads depicted on Exhibit
“A” in their currently improved condition and further intends not to construct, or to require or cause
the construction of, any roadway or sidewalk improvements, including but not limited to onstreet
parking, within the acceptance area;

NOW, THEREFORE, the City Council of the City of Laguna Beach DOES HEREBY
RESOLVE, DETERMINE AND ORDER as follows:

Section 1. Those certain portions of Alta Laguna Boulevard, Tree Top Lane and Top of the World Drive depicted on Exhibit “A” attached hereto and incorporated herein by this reference are accepted for roadway and pedestrian purposes.

Section 2. In accepting the portions of the above-described roads, the City Council hereby recites its intent to maintain such roads in their currently improved condition and not to construct, or to require or cause the construction of, any roadway or sidewalk improvements within the acceptance area.

Section 3. The partial acceptance recited in Section 1 above expressly excludes acceptance of any other portions of the roads within Tract No. 888.

ADOPTED, SIGNED AND APPROVED this 9th day of February, 2016.

______________________________
Steve Dicterow, Mayor

ATTEST:

______________________________
Lisette Chel-Walker, City Clerk of the City of Laguna Beach

STATE OF CALIFORNIA )
) ss.
COUNTY OF ORANGE )

I, Lisette Chel-Walker, City Clerk of the City of Laguna Beach, California, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City at an regular meeting thereof held on the 9th day of February, 2016, and that it was so adopted by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:
ABSENT:  COUNCILMEMBERS:

By: __________________________

Lisette Chel-Walker
City Clerk of the City of Laguna Beach
Resolution Exhibit A  Right of Way Description

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF LOT "B" OF TRACT NO. 888, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 27, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 91 OF SAID TRACT NO. 888;

THENCE, ALONG THE WESTERLY LINE OF SAID LOT 91, SOUTH 00°15'07" WEST, 55.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 91;

THENCE, ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 91, NORTH 89°44'53" WEST, 35.02 FEET TO THE NORTHEASTERLY LINE OF LOT 23 OF SAID TRACT NO. 888, BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 33.14 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 58°18'58" EAST;

THENCE, ALONG THE NORTHEASTERLY AND NORTHWESTERLY LINES OF SAID LOT 23, THE FOLLOWING COURSES:

WESTERLY 54.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°19'21";

SOUTH 53°59'37" WEST, 71.57 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 23;

THENCE, ALONG THE WESTERLY LINES OF LOTS 23 AND 24 OF SAID TRACT NO. 888, SOUTH 00°15'07" WEST, 51.86 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 22 OF SAID TRACT NO. 888;

THENCE, ALONG SAID EASTERLY PROLONGATION AND THE NORTHERLY LINES OF LOTS 22, 19, 18, 15, 14, 11, 10, 7, 6 AND 1 OF SAID TRACT NO. 888, NORTH 89°44'53" WEST, 505.23 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1, BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

THENCE, ALONG SAID NORTHWESTERLY LINE OF LOT 1, SOUTHWESTERLY 15.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°45'20" TO THE WESTERLY LINE OF SAID LOT 1;


THENCE, CONTINUING ALONG SAID WESTERLY LINE OF LOT 46 AND THE WESTERLY LINE OF LOT 45 OF SAID TRACT NO. 888, SOUTHERLY 68.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°24'00" TO THE SOUTHWESTERLY LINE OF SAID LOT 45;
EXHIBIT "A"

LEGAL DESCRIPTION

THENCE, ALONG SAID SOUTHWESTERLY LINE OF LOT 45 AND THE SOUTHWESTERLY LINES OF LOTS 44 AND 43 OF SAID TRACT NO. 888, SOUTH 47°54'13" EAST, 120.59 FEET TO THE SOUTHERLY LINE OF SAID LOT 43, BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 76.83 FEET;

THENCE, ALONG SAID SOUTHERLY LINE OF LOT 43 AND THE EASTERLY PROLONGATION THEREOF, EASTERLY 61.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°40'00" TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT "B";

THENCE, ALONG SAID PARALLEL LINE, NORTH 86°25'47" EAST, 41.81 FEET TO THE WESTERNLY LINE OF LOT 42 OF SAID TRACT NO. 888;

THENCE, LEAVING SAID WESTERNLY LINE OF LOT 42, SOUTH 02°41'35" WEST, 40.24 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 80-166, AS PER MAP FILED IN BOOK 198, PAGES 33 AND 34 OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, SAID CORNER BEING ON THE SOUTHERLY LINE OF SAID LOT "B";

THENCE, TRAVERSING THE PERIMETER OF SAID LOT "B" AS SHOWN ON SAID TRACT NO. 888, THE FOLLOWING COURSES:

SOUTH 86°25'47" WEST, 37.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 116.83 FEET;

NORTHWESTERLY 93.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°40'00";

NORTH 47°54'13" WEST, 120.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 120.00 FEET;

NORTHERLY 103.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°24'00";

NORTH 01°29'47" EAST, 729.99 FEET;

SOUTH 89°44'53" EAST, 40.01 FEET;

SOUTH 01°29'47" WEST, 89.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

SOUTHEASTERLY 15.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'40";

SOUTH 89°44'53" EAST, 393.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET;

NORTHEASTERLY 125.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
EXHIBIT "A"
LEGAL DESCRIPTION

NORTH 00°15'07" EAST, 20.00 FEET;

AND SOUTH 89°44'53" EAST, 170.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.722 ACRES, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.S. 7185

SEPTEMBER 24, 2014
J.N. 2073 007691
Attachment B

Easement Agreement
2771 Alta Laguna Boulevard
(George Sperling)
with
Exhibits 1 – 8
AGREEMENT FOR ACQUISITION OF  
PUBLIC TRAIL EASEMENT  

This Agreement for Acquisition of Public Trail Easement ("Agreement") is made and entered into this ___ day of February, 2016, by and between GEORGE SPERLING, an unmarried man ("SPERLING"), and the CITY OF LAGUNA BEACH, a California municipal corporation ("CITY") for the conveyance by SPERLING and acceptance by CITY of a public trail easement on the terms and conditions set forth below. SPERLING and CITY are each sometimes referred to as a "Party" and collectively sometimes referred to as the "Parties."

Recitals

A. SPERLING is the owner in fee of the real property located in the City of Laguna Beach legally described as Parcels 2 and 3, as shown on a map filed in Book 126, Page 20 of Parcel Maps, in the office of the County Recorder of Orange County, California, commonly known and referred to as 2771 Alta Laguna Boulevard, Laguna Beach, and designated by the County of Orange Assessor as Assessor's Parcel Numbers 641-431-09 (Parcel 2) and 641-431-10 (Parcel 3), collectively the "Property." The Property and its vicinity are depicted on Exhibit 1 attached hereto and incorporated herein by this reference.

B. CITY desires to acquire an access easement in, on, over and across a portion of the Property to improve and maintain a public pedestrian trail connecting the Top of the World neighborhood with the Aliso and Woods Canyons Wilderness Park and a Fire Road (the "Easement"). The location and alignment of the trail are depicted on Exhibit 2 attached hereto and incorporated herein by this reference.

C. CITY desires to purchase, and SPERLING is willing to sell, the Easement on the terms and conditions set forth below.

NOW, THEREFORE, SPERLING and CITY, for good and valuable consideration the receipt of which is hereby acknowledged, agree as follows:

Agreement

1. Agreement to Sell and Purchase. SPERLING agrees to sell, and CITY agrees to purchase, the following interests in portions of the Property described as follows:

   A permanent, exclusive easement and right of way easement in, on, over and across that portion of the Property described in the legal description attached hereto as Exhibit 3, which is incorporated herein by this reference. The Easement is intended and shall be for the purpose of a public pedestrian trail, including but not limited to the construction, operation and maintenance of the trail. Motorized vehicles will not be permitted to use the trail, except for use by CITY in connection with maintenance activities.
A one (1) year temporary construction easement and license in, on, over and across Parcel 3 for the limited purpose of activities incidental to the construction of the public pedestrian trail and associated improvements on the Property as set forth in this Agreement. This easement is intended to permit incidental use immediately adjacent to the pedestrian trail (i.e., within fifteen (15) feet). Stockpiling of materials not for immediate use within 24 hours, placement of port-a-potties, grading, and permanent dumping of spoils is not included with the scope of this temporary easement. The term shall commence when CITY or its designated representative commences construction activities and shall expire the day that is one (1) year after the commencement of the construction activities. In the event the construction activities are completed before the expiration of the term, the temporary construction easement and license shall expire upon written confirmation by CITY that the construction activities have been completed and accepted by CITY.

2. **Conveyance of Title.** SPERLING agrees to convey by Easement Deed, in substantially the form attached hereto as Exhibit 4, title to the Easement free and clear of taxes and all recorded and unrecorded liens, encumbrances, assessments, easements, options and leases inconsistent with the intended use of the Easement.

3. **Close of Transaction.** SPERLING and CITY agree that CITY may process all aspects relating to the close of this transaction, without the necessity of opening an escrow. This Agreement constitutes the joint instructions between SPERLING and CITY, and SPERLING and CITY agree to do all acts necessary to close this transaction in the shortest possible time, but in no event later than thirty (30) days after execution of this Agreement ("Closing Date"). SPERLING shall execute and deposit with CITY, concurrently with the execution of this Agreement, an executed Easement Deed conveying the Easement as described in Section 2 above. Prior to the Closing Date, and provided title to the Easement is in a condition to transfer consistent with the requirements of Section 2, CITY shall obtain a certificate of acceptance of the Easement Deed and shall record the Easement Deed.

4. **Responsibility for Fees and Costs.** CITY shall be responsible for the payment of all fees and costs associated with this transaction, including but not limited to preparation and recordation of the Easement Deed and associated title work. CITY shall also be responsible for the survey, design, engineering, construction, operation and maintenance of the public pedestrian access trail, and for all fees and costs associated with these matters.

5. **Additional Actions and Improvements.**

   A. **Acceptance of Portion of Right-of-Way.** CITY agrees to accept a portion of the dedicated Top of the World right-of-way, as depicted on Exhibit 5 attached hereto and incorporated herein by this reference. SPERLING acknowledges that as a condition of such acceptance, the CITY will recite its intent not to construct, or to require the construction of, any roadway or sidewalk improvements within the acceptance area.

   B. **Vacation of Existing Public Access Easement.** Upon recordation of the Easement Deed, CITY agrees to commence and complete the process necessary to vacate the existing public access easement described on Parcel Map 126-20 that was dedicated to and accepted by CITY in 1978 as depicted on Exhibit 6 attached hereto and incorporated by this reference. The vacation shall be reflected in a Quitclaim Deed in substantially the form attached hereto as Exhibit
7. Completion of the vacation of the existing public access easement is an express condition of all other elements of this Agreement.

C. **Fencing.** CITY agrees to design and construct a wooden three-rail round pole fence, approximately but not to exceed four (4) feet in height above the existing grade, along the westerly side of the public pedestrian access trail as it traverses the Easement area, as depicted on Exhibit 8 attached hereto and incorporated herein by this reference. CITY also will design and construct a wood fence for the trail as it traverses the real property at 28901 Top of the World Drive.

D. **Future Development of Property.** CITY agrees that the Easement area shall be included within the requiring zoning setbacks for any future development project on the Property. CITY further agrees that the Easement shall not impose any new or additional rights, restrictions or limitations on SPERLING’s development and use of the Property, including without limitation the installation of fences on the Property. Any governmental decisions relating to future development of the Property shall be made if and when appropriate applications and plans for improvements are submitted to CITY, which decisions shall be subject to and contingent on approval of such permits and entitlements, discretionary and otherwise, as may be applicable, including but not limited to design review. Consistent with the terms of acceptance of the portion of the dedicated Top of the World Drive right-of-way referenced and described in Section 5.A above, CITY agrees that SPERLING shall not, as a condition of approval of any future development project, be required to construct roadway and sidewalk improvements, including but not limited to onstreet parking, within such portion of the right-of-way, except such driveway connection as may be necessary to establish access to the Property. CITY agrees that the existing roadway conditions adjoining the Property are sufficient to allow access to the Property without the need for further improvements.

E. **Future Abandonment of Trail.** In the event that CITY hereafter determines to abandon the public pedestrian access trail in the Easement area, CITY agrees to relinquish and quitclaim the Easement to SPERLING and, at its sole cost, restore the Easement area to its preexisting condition.

6. **Representations and Warranties.** Each of the Parties to this Agreement represents and warrants as follows:

A. **Legal Advice.** Each Party has had the opportunity to receive independent legal advice from attorneys of its choosing with respect to the advisability of executing this Agreement.

B. **Reliance.** No Party (nor any officer, agent, employee, representative, or attorney of or for the Party) has made any statement or representation to the other Party regarding any fact relied upon in entering this Agreement, and each Party does not rely upon any statement, representation or promise of the other Party (or any officer, agent, employee, representative, or attorney of or for the Party) in executing this Agreement.

C. **Investigation.** Each Party has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as such Party (and such party’s attorneys) deems necessary.
D. **Understanding.** Each Party has read this Agreement and understands the contents hereof.

E. **No Assignment.** Each Party has not heretofore assigned, transferred, granted or conveyed, or purported or attempted to assign, transfer, grant, or convey any of the rights or obligations set forth in this Agreement.

F. **Cooperation.** The Parties agree to share such studies, reports, surveys and other documents and information as each may possess relevant to the performance of the Parties required under this Agreement. The Parties will execute such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

G. **Authority of Signatories.** The persons executing this Agreement by and on behalf of the Parties are authorized and empowered to do so and thereby bind each of the Parties to the provisions of this Agreement.

H. **Time is of the Essence.** The Parties acknowledge that time is of the essence and this transaction is to close as soon as possible.

6. **Miscellaneous and Additional Terms and Conditions.**

A. **Entire Agreement; Modification; Waiver.** This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral and written agreements and discussions. Any modification, amendment, waiver, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by the Parties. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

B. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties to this Agreement and their respective assigns, heirs, successors in interest, representatives, and agents.

C. **Jurisdiction and Venue.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California without regard to conflict of law principles. The parties consent to the jurisdiction of the courts of the State of California with venue in Orange County.

D. **Construction.** Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any Party.

E. **Attorneys’ Fees.** In the event of any controversy, claim or dispute relating to this Agreement or any breach thereof, the prevailing party shall be entitled to recover its attorneys’ fees, costs, and expenses, whether or not the matter is prosecuted to final judgment. Attorneys’ fees shall include all costs, expert witness fees, and all other reasonable expenses.

F. **No Brokers.** Each Party represents to the other that no brokers have been involved in this transaction. The Parties agree to indemnify one another against any claim, suits,
damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.

G. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

H. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first set forth hereinafore.

GEORGE SPERLING, an unmarried man

By: ____________________________
    George Sperling

CITY OF LAGUNA BEACH, a California municipal corporation

By: ____________________________
    John Pietig, City Manager

Attest: __________________________
    Lisette Chel-Walker, City Clerk
EXHIBIT "A"
LEGAL DESCRIPTION

PARCELS 2 AND 3 OF PARCEL MAP BOOK 126, PAGE 20 OF PARCEL MAPS, IN THE
CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART
HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
BASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.S. 7185

SEPTEMBER 17, 2014
J.N. 2073 007691
EXHIBIT "A"
PEDESTRIAN ACCESS EASEMENT

THE SOUTHEASTERLY 10.00 FEET OF PARCEL 3 OF PARCEL MAP BOOK 126, PAGE 20 OF PARCEL MAPS, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.E. 7185

SEPTEMBER 9, 2014
J.N. 2073 007691
GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, George Sperling (Grantor) does hereby grant to the CITY OF LAGUNA BEACH, a GENERAL LAW CITY (Grantee), a permanent, exclusive easement and right of way easement in, on, over and across that certain real property situated in the City of Laguna Beach, County of Orange, State of California, more particularly described in Exhibit A, attached hereto and made a part hereof, and as shown on Exhibit B, attached hereto and made a part hereof. The Easement is intended and shall be for the purpose of a public pedestrian trail, including but not limited to the construction, operation, and maintenance of the trail.

To Have and To Hold to said Grantee, its successors and assigns, perpetually for the purposes aforesaid.

WITNESS my/our hand(s) this _______ day of ________________________, __________

By: ________________________________ By: ________________________________

Its ________________________________ Its ________________________________
(Parntnership owner=s title or corporate officer=s title) (Partnership owner=s title or corporate officer=s title)

Laguna Beach Street Easement Form 6/5/09
CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Orange  

On __________________________ before me, ________________________________,

DATE

NAME AND TITLE OF OFFICER

personally appeared ______________________________ who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same 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 ________________________________ (Place Notary Seal Above)

Signature of Notary Public
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing GRANT OF EASEMENT dated ________________ in which ___________________________ granted to the City of Laguna Beach, a California municipal corporation, the within described easement and right-of-way, is hereby accepted by the undersigned officer on behalf of the Laguna Beach City Council pursuant to authority conferred by Resolution No. 92.021 adopted by the Laguna Beach City Council on February 18, 1992 and recorded on September 4, 1992 as Document No. 92-598920, Official Records of Orange County, California, and the City of Laguna Beach consents to the recordation of the GRANT OF EASEMENT by its duly authorized officer.

Dated: ________________________

By: ____________________________

Lisette Chel
City Clerk
City of Laguna Beach, California
EXHIBIT "A"
PEDESTRIAN ACCESS EASEMENT

THE SOUTHRANN RLY 10.00 FEET OF PARCEL 3 OF PARCEL MAP BOOK 126, PAGE 20 OF PARCEL MAPS, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, BASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.B. 7185

SEPTEMBER 9, 2014
J.N. 2073 007691
Exhibit 5 ROW Description

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT "B" OF TRACT NO. 888, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 27, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERNLY CORNER OF LOT 91 OF SAID TRACT NO. 888;

THENSE, ALONG THE WESTERLY LINE OF SAID LOT 91, SOUTH 00°15'07" WEST, 55.00 FEET TO THE SOUTHWESTERNLY CORNER OF SAID LOT 91;

THENSE, ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 91, NORTH 89°44'53" WEST, 35.02 FEET TO THE NORTHEASTERLY LINE OF LOT 23 OF SAID TRACT NO. 888, BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 33.14 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 58°18'58" EAST;

THENSE, ALONG THE NORTHEASTERLY AND NORTHWESTERLY LINES OF SAID LOT 23, THE FOLLOWING COURSES:

WESTERLY 54.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°19'21";

SOUTH 53°59'37" WEST, 71.57 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 23;

THENSE, ALONG THE WESTERLY LINES OF LOTS 23 AND 24 OF SAID TRACT NO. 888, SOUTH 00°15'07" WEST, 51.86 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 22 OF SAID TRACT NO. 888;

THENSE, ALONG SAID EASTERLY PROLONGATION AND THE NORTHERLY LINES OF LOTS 22, 19, 18, 15, 14, 11, 10, 7, 6 AND 1 OF SAID TRACT NO. 888, NORTH 89°44'53" WEST, 505.23 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1, BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

THENSE, ALONG SAID NORTHWESTERLY LINE OF LOT 1, SOUTHWESTERLY 15.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°45'20" TO THE WESTERLY LINE OF SAID LOT 1;


THENSE, CONTINUING ALONG SAID WESTERLY LINE OF LOT 46 AND THE WESTERLY LINE OF LOT 45 OF SAID TRACT NO. 888, SOUTHERLY 68.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°24'00" TO THE SOUTHWESTERLY LINE OF SAID LOT 45;
EXHIBIT "A"
LEGAL DESCRIPTION

THENCE, ALONG SAID SOUTHWESTERLY LINE OF LOT 45 AND THE SOUTHWESTERLY LINES OF LOTS 44 AND 43 OF SAID TRACT NO. 888, SOUTH 47°54'13" EAST, 120.59 FEET TO THE SOUTHERLY LINE OF SAID LOT 43, BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 76.83 FEET;

THENCE, ALONG SAID SOUTHERLY LINE OF LOT 43 AND THE EASTERN PROLATION THEREOF, EASTERLY 61.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°40'00" TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT "B";

THENCE, ALONG SAID PARALLEL LINE, NORTH 86°25'47" EAST, 41.81 FEET TO THE WESTERLY LINE OF LOT 42 OF SAID TRACT NO. 888;

THENCE, LEAVING SAID WESTERLY LINE OF LOT 42, SOUTH 02°41'35" WEST, 40.24 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 80-166, AS PER MAP FILED IN BOOK 198, PAGES 33 AND 34 OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, SAID CORNER BEING ON THE SOUTHERLY LINE OF SAID LOT "B";

THENCE, TRAVERSING THE PERIMETER OF SAID LOT "B" AS SHOWN ON SAID TRACT NO. 888, THE FOLLOWING COURSES:

SOUTH 86°25'47" WEST, 37.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 116.83 FEET;

NORTHWESTERLY 93.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°40'00"

NORTH 47°54'13" WEST, 120.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 120.00 FEET;

NORTHERLY 103.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°24'00"

NORTH 01°29'47" EAST, 729.99 FEET;

SOUTH 89°44'53" EAST, 40.01 FEET;

SOUTH 01°29'47" WEST, 89.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

SOUTHEASTERLY 15.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'40"

SOUTH 89°44'53" EAST, 393.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET;

NORTHEASTERLY 125.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
EXHIBIT "A"
LEGAL DESCRIPTION

NORTH 00°15'07" EAST, 20.00 FEET;
AND SOUTH 89°44'53" EAST, 170.46 FEET TO THE POINT OFBEGINNING.

CONTAINING 1.722 ACRES, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART
HEREOF.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.S. 7185

SEPTEMBER 24, 2014
J.N. 2073 007691
Parcell Map

Exhibit 6

City Engineers Certificate

City Surveyors Certificate

Country Surveyors Certificate

Parcel Map

Canesta County
A. Tract 54. M. 56-30, Sections of
County of Los Angeles and Area
of a portion of lot of fractional section
in the city of Lawa Beach
Basis of statement:

150-50
EXHIBIT "A"
PEDESTRIAN ACCESS EASEMENT QUITCLAIM

THOSE PORTIONS OF PARCELS 2 AND 3 OF PARCEL MAP BOOK 126, PAGE 20 OF PARCEL MAPS, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, SHOWN AS A 5-FOOT WIDE PEDESTRIAN ACCESS EASEMENT ALONG THE EASTERN BOUNDARY OF SAID PARCELS 2 AND 3.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

R. E. MANSUR, P.L.S. 7185

SEPTEMBER 9, 2014
J.N. 2073 007691
WOOD FENCE ELEVATION

SPECIFICATIONS:
SPECIES: PINE
STYLE: ROUND
ACTUAL LENGTH (FEET): 8
ACTUAL WIDTH (INCHES): 3.75
ACTUAL THICKNESS (INCHES): 3.75
ROUGH SAWN: NO
PRESSURE TREATED: YES
RETENTION IN POUNDS
PER CUBIC FOOT: 0.06
PRE-STAINED: NO
COMMON LENGTH (FEET): 8
COMMON THICKNESS (INCHES): 4
COMMON WIDTH (INCHES): 4

FASTENERS AND FITTINGS SHALL BE
HOT DIPPED GALVANIZED OR
STAINLESS-STEEL

WOOD FENCE

NOT TO SCALE

FENCE RAILS ARE DOWELLED
TO 2" DIAMETER
TO FIT IN POST

DOME TOP

6"
15"
CONCRETE
BACK FILL

8'
16'
20'
5'

32 of 56
Attachment C

Easement Agreement
28901 Top of the World Drive
(Alta Laguna Real Properties, LLC)
with
Exhibits 1 – 7
AGREEMENT FOR ACQUISITION OF
PUBLIC TRAIL EASEMENT

This Agreement for Acquisition of Public Trail Easement ("Agreement") is made and entered into this ____ day of February, 2016, by and between ALTA LAGUNA REAL PROPERTIES, LLC, a California limited liability company ("ALRP"), and the CITY OF LAGUNA BEACH, a California municipal corporation ("CITY") for the conveyance by ALRP and acceptance by CITY of a public trail easement on the terms and conditions set forth below. ALRP and CITY are each sometimes referred to as a "Party" and collectively sometimes referred to as the "Parties."

Recitals

A. ALRP is the owner in fee of the real property located in the City of Laguna Beach legally described as set forth in Exhibit 1 attached hereto and incorporated herein by this reference, commonly known and referred to as 28901 Top of the World Drive, Laguna Beach, and designated by the County of Orange Assessor as Assessor's Parcel Number 641-431-08 (the "Property"). The Property and its vicinity are depicted on Exhibit 2 attached hereto and incorporated herein by this reference.

B. CITY desires to acquire an access easement in, on, over and across a portion of the Property to improve and maintain a public pedestrian trail (the "Easement"). The location and alignment of the trail are depicted on Exhibit 3 attached hereto and incorporated herein by this reference.

C. CITY desires to purchase, and ALRP is willing to sell, the Easement on the terms and conditions set forth below.

NOW, THEREFORE, ALRP and CITY, for good and valuable consideration the receipt of which is hereby acknowledged, agree as follows:

Agreement

1. Agreement to Sell and Purchase. ALRP agrees to sell, and CITY agrees to purchase, the following interests in portions of the Property described as follows:

A permanent, exclusive easement and right of way easement in, on, over and across that portion of the Property described in the legal description attached hereto as Exhibit 4, which is incorporated herein by this reference. The Easement is intended and shall be for the purpose of a public pedestrian trail, including but not limited to the construction, operation and maintenance of the trail.

A one (1) year temporary construction easement and license in, on, over and across the Property for the limited purpose of activities incidental to the construction of the public pedestrian trail and associated improvements on the Property as set forth in this Agreement, including construction staging. The term shall commence when
CITY or its designated representative commences construction activities and shall expire the day that is one (1) year after the commencement of the construction activities. In the event the construction activities are completed before the expiration of the term, the temporary construction easement and license shall expire upon written confirmation by CITY that the construction activities have been completed and accepted by CITY.

2. **Conveyance of Title.** ALRP agrees to convey by Grant of Easement, in substantially the form attached hereto as Exhibit 5, title to the Easement free and clear of taxes and all recorded and unrecorded liens, encumbrances, assessments, easements, options and leases inconsistent with the intended use of the Easement. CITY shall have the opportunity, should it elect to do so, request and obtain, at its cost, a policy of title insurance from a title company of its choosing showing title to the Easement would be vested in CITY as described in the foregoing sentence.

3. **Close of Transaction.** ALRP and CITY agree that CITY may process all aspects relating to the close of this transaction, without the necessity of opening an escrow. This Agreement constitutes the joint instructions between ALRP and CITY, and ALRP and CITY agree to do all acts necessary to close this transaction in the shortest possible time, but in no event later than thirty (30) days after execution of this Agreement ("Closing Date"). ALRP shall execute and deposit with CITY, concurrently with the execution of this Agreement, an executed Grant of Easement conveying the Easement as described in Section 2 above. Prior to the Closing Date, and provided title to the Easement is in a condition to transfer consistent with the requirements of Section 2, CITY shall obtain a certificate of acceptance of the Grant of Easement and shall record the Grant of Easement.

4. **Additional Actions and Improvements.**

   A. **Acceptance of Portion of Right-of-Way.** CITY agrees to accept a portion of the dedicated Top of the World Drive right-of-way, as depicted on Exhibit 6 attached hereto and incorporated herein by this reference. ALRP acknowledges that as a condition of such acceptance, the CITY will recite its intent not to construct, or to require the construction of, any roadway or sidewalk improvements within the acceptance area.

   B. **Fencing.** CITY agrees to design and construct a solid fence, without gaps and with a combined density of surface materials of four (4) pounds per square foot for sound attenuation purposes. The fence shall be approximately six (6) feet in height above the existing grade on the easterly side of the fence and approximately seven (7) feet in height above the trail surface on the westerly side of the fence. The fence shall extend southerly along the Sommet Du Monde properties, from the existing block wall for a distance of approximately 340 feet, as depicted on Exhibit 7 attached hereto and incorporated herein by this reference.

   C. **Plaque.** CITY agrees to provide and install a bronze plaque naming the public pedestrian trail in recognition of Richard Smith.

   D. **Future Development of Property.** Any governmental decisions relating to future development of the Property shall be made if and when appropriate applications and plans for improvements are submitted to CITY, which decisions shall be subject to and contingent on approval of such permits and entitlements, discretionary and otherwise, as may be applicable,
including but not limited to design review. CITY agrees that the Easement area shall be included within the requiring zoning setbacks for any future development project. Consistent with the terms of acceptance of the portion of the dedicated Top of the World Drive right-of-way referenced and described in Section 4.A above, CITY agrees that ALRP shall not, as a condition of approval of any future development project, be required to construct roadway and sidewalk improvements, including but not limited to onstreet parking, within such portion of the right-of-way, except such driveway connection as may be necessary to establish access to the Property. CITY agrees that the existing roadway conditions adjoining the Property are sufficient to allow access to the Property without the need for further improvements.

E. Future Abandonment of Trail. In the event that CITY hereafter determines to abandon the public pedestrian access trail in the Easement area, CITY agrees to relinquish and quitclaim the Easement to ALRP and, at its sole cost, restore the Easement area to its preexisting condition.

5. Representations and Warranties. Each of the Parties to this Agreement represents and warrants as follows:

A. Legal Advice. Each Party has had the opportunity to receive independent legal advice from attorneys of its choosing with respect to the advisability of executing this Agreement.

B. Reliance. No Party (nor any officer, agent, employee, representative, or attorney of or for the Party) has made any statement or representation to the other Party regarding any fact relied upon in entering this Agreement, and each Party does not rely upon any statement, representation or promise of the other Party (or any officer, agent, employee, representative, or attorney of or for the Party) in executing this Agreement.

C. Investigation. Each Party has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as such Party (and such party’s attorneys) deems necessary.

D. Understanding. Each Party has read this Agreement and understands the contents hereof.

E. No Assignment. Each Party has not heretofore assigned, transferred, granted or conveyed, or purported or attempted to assign, transfer, grant, or convey any of the rights or obligations set forth in this Agreement.

F. Cooperation. The Parties agree to share such studies, reports, surveys and other documents and information as each may possess relevant to the performance of the Parties required under this Agreement. The Parties will execute such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

G. Authority of Signatories. The persons executing this Agreement by and on behalf of the Parties are authorized and empowered to do so and thereby bind each of the Parties to the provisions of this Agreement.
H. **Time is of the Essence.** The Parties acknowledge that time is of the essence and this transaction is to close as soon as possible.

6. **Miscellaneous and Additional Terms and Conditions.**

A. **Entire Agreement; Modification; Waiver.** This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral and written agreements and discussions. Any modification, amendment, waiver, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by the Parties. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

B. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties to this Agreement and their respective assigns, heirs, successors in interest, representatives, and agents.

C. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles. The parties consent to the jurisdiction of the courts of the State of California with venue in Orange County.

D. **Construction.** Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any Party.

E. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement or any breach thereof, the prevailing party shall be entitled to recover its attorneys’ fees, costs, and expenses, whether or not the matter is prosecuted to final judgment. Attorneys’ fees shall include all costs, expert witness fees, and all other reasonable expenses.

F. **No Brokers.** Each Party represents to the other that no brokers have been involved in this transaction. The Parties agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.

G. **Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[remainder of page intentionally left blank]
H. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first set forth hereinafter.

ALTA LAGUNA REAL PROPERTIES, LLC, a California limited liability company  
CITY OF LAGUNA BEACH, a California municipal corporation

By: _____________________________  
    Jerry Sebag, Managing Member

By: _____________________________  
    John Pietig, City Manager

Attest: ___________________________  
    Lisette Chel-Walker, City Clerk
Exhibit 1

Exhibit “A”

That portion of Block A of Tract No. 854, in the County of Orange, State of California, as per map recorded in book 26, page(s) 35 of miscellaneous maps, in the Office of the County Recorder of said County, together with that portion of Lot 5 of Section 19, Township 7 South, Range 8 West, of the San Bernardino Meridian, according to an official plat of said land filed in the District Land Office, March 29, 1879, described as a whole as follows:

Beginning at a point on the South line of said Lot 5 distant North 89° 44' 13" West 1225.80 feet from the Southeasterly corner thereof; thence North 17° 57' 17" East 467.34 feet to a point on the Southerly line of Tract No. 888, as per map recorded in book 27, page(s) 11 and 12 of miscellaneous maps, said point being the Westerly terminus of a curve concave Northwesterly and having a radius of 10 feet, a radial line shown on said map from said point bearing North 3° 34' 13" West; thence along the Southerly and Southwesterly line of Lot B of said Tract No. 888, South 86° 25' 47" West 37.42 feet to the beginning of a curve concave to the Northeast having a radius of 116.83 feet; thence Northwesterly 92.10 feet along said curve; thence North 47° 54' 13" West 120.59 feet to the beginning of a curve concave to the East and having a radius of 120.00 feet; thence Northerly 103.46 feet along said curve to the most Westerly line of said Lot B having a bearing of "South 1° 29' 47" West"; thence on the Southerly prolongation of said Westerly line South 1° 29' 47" West to the said South line of Lot 5; thence South 89° 44' 13" East to the point of beginning.

Excepting therefrom that portion of land described as follows:

Those portions of Lot 5 in Fractional Section 19, Township 7 South, Range 8 West, San Bernardino Meridian, in the County of Orange, State of California, according to the Official Plat of said land filed in the District Land Office March 29, 1879, together with those portions of Block A of Tract No. 854 as shown on a map recorded in book 26, page(s) 35 of miscellaneous maps, records of said County, which are described in a deed of trust recorded in book 4730, page(s) 345, Official Records of said County, included within the following described parcels of land:

Parcel 105:

A strip of land 80.00 feet in width, the center line of which is described as follows:

Beginning at the intersection of the center line of Del Mar Avenue, 30.00 feet in width, with a line parallel with and 2.00 feet Westerly from the Easterly line of Utah Street, 30.00 feet in width, as said streets are shown on the “Map of Arch Beach Heights” recorded in book 7, page(s) 9 to 10 of miscellaneous maps, Records of said County, said intersection being shown on Surveyor’s Map 70-15 on file in the Office of the Orange County Surveyor; thence along said parallel line North 0° 13' 12" East, 325.36 feet; thence North 0° 15' 12" West, 1364.29 feet to the tangent intersection with a curve concave Southeasterly and having a radius of 900.00 feet; thence Northwesterly along said curve through a central angle of 25° 42' 31" an arc distance of 403.83 feet; thence tangent to said curve North 25° 27' 19" East, 320.06 feet to the tangent intersection with a curve concave Westerly and having a radius of 900 feet; thence Northerly along said curve through a central angle of 28° 05' 16" an arc distance of 441.20 feet; thence tangent to said curve North 2° 37' 57" West, 398.03 feet to the tangent intersection with a curve concave Easterly and having a radius of 1300.00 feet; thence Northwesterly along said curve through a central angle of 6° 53' 00" an arc distance of 156.18 feet; thence tangent to said curve North 4° 15' 03" East, 479.50 feet to the tangent intersection with a curve concave Westerly and having a radius of 900.00 feet; thence Northerly along said curve through a central angle of 18° 39' 22" an arc distance of 293.05 feet; thence tangent to said curve North 14° 24' 19" West, 310.67 feet to the tangent intersection with a curve concave Northeasternly and having a radius of 900.20 feet; thence Northwesterly along said curve through a central angle of 16° 44' 31" an arc distance of 262.98 feet to the tangent intersection with the center line of Temple Hills Drive as shown on a map of Tract No. 1954 recorded in book 124, page(s) 36 through 41 of miscellaneous maps, Records of said County; thence tangent to said curve along said center line North 2° 20' 12" East, 599.69 feet to the center line intersection of said Temple Hills Drive with Chillian way as said intersection is shown on said map of Tract No. 1954.

Parcel 105.1R1:

That portion of the land described in the deed recorded in book 4740, page(s) 345, Official Records of said County, lying Westerly of the Westerly line of the aforesaid Parcel 105.

For the hereinafter described parcel, all distances out from center line are at right angles to said center line along the tangents and radially to said center line along the curves. Station refers to center line stations as indicated on the accompanying map.

Parcel 105.2

Beginning at a point in the Northeasterly line of the aforesaid Parcel 105 normal to Station 54=00; thence along said Northeasterly line to a point normal to Station 51+81.50, said point being on a curve concentric with and 40.00 feet Northeasterly
from the center line of the aforesaid Parcel 105; thence Southeasterly along said concentric curve to a point normal to Station 48+88.45; thence tangent to said curve along a line parallel with and 40.00 feet Easterly from said center line to a point normal to Station 48+00; thence to a point 60.00 feet Easterly from Station 49+50, said point being on a curve concentric with and 60.00 feet Easterly from said center line of Parcel 105; thence Northerly along said concentric curve to a point normal to Station 51+81.50; thence to a point 60.00 feet Northeasterly from Station 52+00; thence to a point 80.00 feet Northeasterly from Station 53+00; thence in a direct line to the point of beginning.
Exhibit 4
EXHIBIT "A"
PEDESTRIAN ACCESS EASEMENT

THAT PORTION OF BLOCK "A" OF TRACT NO. 854, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 26, PAGE 35 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 10.00 FEET OF THAT CERTAIN PARCEL CONVEYED TO RICHARD SMITH AND DORIS PATRICIA SMITH BY GRANT DEED RECORDED AUGUST 22, 1972 IN BOOK 10287, PAGE 295 OF OFFICIAL RECORDS, SAID PARCEL ALSO BEING GRANTED TO ALTA LAGUNA REAL PROPERTIES, LLC BY DEED RECORDED NOVEMBER 5, 2013 AS INSTRUMENT NO. 201300615214 OF OFFICIAL RECORDS, ALL IN SAID OFFICE OF THE COUNTY RECORDER.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.S. 7185

SEPTEMBER 9, 2014
J.N. 2073 007691
Exhibit 5

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
City Clerk
City of Laguna Beach
505 Forest Avenue
Laguna Beach, CA 92651

Fee = $0 per Government Code 6103

__________________________________________
City Clerk

Address: 28901 Top of the World Drive, Laguna Beach, CA 92651 AP No. 641-431-08

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alta Laguna Real Properties, LLC (Grantor/Grantors) does/do hereby grant to the CITY OF LAGUNA BEACH, a GENERAL LAW CITY (Grantee), a permanent, exclusive easement and right of way easement in, on, over and across that certain real property situated in the City of Laguna Beach, County of Orange, State of California, more particularly described in Exhibit A, attached hereto and made a part hereof, and as shown on Exhibit B, attached hereto and made a part hereof. The Easement is intended and shall be for the purpose of a public pedestrian trail, including but not limited to the construction, operation, and maintenance of the trail.

To Have and To Hold to said Grantee, its successors and assigns, perpetually for the purposes aforesaid.

WITNESS my/our hand(s) this ______ day of ______________________, ________

By: ________________________________  By: ________________________________

Its ________________________________  Its ________________________________

(Partnership owner=s title or corporate officer=s title)  (Partnership owner=s title or corporate officer=s title)
CERTIFICATE OF ACKNOWLEDGMENT

State of California  )
County of Orange    )

On ______________________ before me, ______________________
DATE  NAME AND TITLE OF OFFICER

personally appeared ______________________________________ who
proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within
instrument, and acknowledged to me that he/she/they executed the same 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 ______________________ (Place Notary Seal Above)

Signature of Notary Public
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing GRANT OF EASEMENT dated ___________________________ in which ____________________________________________ granted to the City of Laguna Beach, a California municipal corporation, the within described easement and right-of-way, is hereby accepted by the undersigned officer on behalf of the Laguna Beach City Council pursuant to authority conferred by Resolution No. 92.021 adopted by the Laguna Beach City Council on February 18, 1992 and recorded on September 4, 1992 as Document No. 92-598920, Official Records of Orange County, California, and the City of Laguna Beach consents to the recordation of the GRANT OF EASEMENT by its duly authorized officer.

Dated: ___________________________

By: ___________________________

Lisette Chel
City Clerk
City of Laguna Beach, California
EXHIBIT "A"
PEDESTRIAN ACCESS EASEMENT

THAT PORTION OF BLOCK "A" OF TRACT NO. 854, IN THE CITY OF LAGUNA BEACH,
COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 26, PAGE 35 OF
MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 10.00 FEET OF THAT CERTAIN PARCEL CONVEYED TO RICHARD SMITH
AND DORIS PATRICIA SMITH BY GRANT DEED RECORDED AUGUST 22, 1972 IN BOOK
10287, PAGE 295 OF OFFICIAL RECORDS, SAID PARCEL ALSO BEING GRANTED TO ALTA
LAGUNA REAL PROPERTIES, LLC BY DERRD RECORDED NOVEMBER 5, 2013 AS INSTRUMENT
NO. 2013000615214 OF OFFICIAL RECORDS, ALL IN SAID OFFICE OF THE COUNTY
RECORDER.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND
RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANBEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.S. 7185

SEPTEMBER 9, 2014
J.N. 2073 007691
EXHIBIT "B"
A PORTION OF BLOCK "A" OF TR. NO. 854, M.M. 26 / 35,
IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA

PEDESTRIAN ACCESS EASEMENT

TOP OF THE WORLD DRIVE
(TEMPLE HILLS DR.)

SCALE: 1" = 60'

STANTEC
38 TECHNOLOGY DRIVE, SUITE 100
IRVINE, CA 92618
949.923.6000  stantec.com
Exhibit 6 ROW Description

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT "B" OF TRACT NO. 888, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 27, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 91 OF SAID TRACT NO. 888;

THENCE, ALONG THE WESTERLY LINE OF SAID LOT 91, SOUTH 00°15'07" WEST, 55.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 91;

THENCE, ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 91, NORTH 89°44'53" WEST, 35.02 FEET TO THE NORTHEASTERLY LINE OF LOT 23 OF SAID TRACT NO. 888, BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 33.14 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 58°18'58" EAST;

THENCE, ALONG THE NORTHEASTERLY AND NORTHWESTERLY LINES OF SAID LOT 23, THE FOLLOWING COURSES:

WESTERLY 54.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°19'21";

SOUTH 53°59'37" WEST, 71.57 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 23;

THENCE, ALONG THE WESTERLY LINES OF LOTS 23 AND 24 OF SAID TRACT NO. 888, SOUTH 00°15'07" WEST, 51.86 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 22 OF SAID TRACT NO. 888;

THENCE, ALONG SAID EASTERLY PROLONGATION AND THE NORTHERLY LINES OF LOTS 22, 19, 18, 15, 14, 11, 10, 7, 6 AND 1 OF SAID TRACT NO. 888, NORTH 89°44'53" WEST, 505.23 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1, BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

THENCE, ALONG SAID NORTHWESTERLY LINE OF LOT 1, SOUTHWESTERLY 15.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°45'20" TO THE WESTERLY LINE OF SAID LOT 1;


THENCE, CONTINUING ALONG SAID WESTERLY LINE OF LOT 46 AND THE WESTERLY LINE OF LOT 45 OF SAID TRACT NO. 888, SOUTHERLY 68.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°24'00" TO THE SOUTHWESTERLY LINE OF SAID LOT 45;
EXHIBIT "A"
LEGAL DESCRIPTION

THENCE, ALONG SAID SOUTHWESTERLY LINE OF LOT 45 AND THE SOUTHWESTERLY LINES OF LOTS 44 AND 43 OF SAID TRACT NO. 888, SOUTH 47°54'13" EAST, 120.59 FEET TO THE SOUTHERLY LINE OF SAID LOT 43, BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 76.83 FEET;

THENCE, ALONG SAID SOUTHERLY LINE OF LOT 43 AND THE EASTERNLY PROLATION THEREOF, EASTERNLY 61.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°40'00" TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT "B";

THENCE, ALONG SAID PARALLEL LINE, NORTH 86°25'47" EAST, 41.81 FEET TO THE WESTERNLY LINE OF LOT 42 OF SAID TRACT NO. 888;

THENCE, LEAVING SAID WESTERLY LINE OF LOT 42, SOUTH 02°41'35" WEST, 40.24 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 80-166, AS PER MAP FILED IN BOOK 198, PAGES 33 AND 34 OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, SAID CORNER BEING ON THE SOUTHERLY LINE OF SAID LOT "B";

THENCE, TRAVERSING THE PERIMETER OF SAID LOT "B" AS SHOWN ON SAID TRACT NO. 888, THE FOLLOWING COURSES:

SOUTH 86°25'47" WEST, 37.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 116.83 FEET;

NORTHWESTERLY 93.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°40'00";

NORTH 47°54'13" WEST, 120.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 120.00 FEET;

NORTHERLY 103.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°24'00";

NORTH 01°29'47" EAST, 729.99 FEET;

SOUTH 89°44'53" EAST, 40.01 FEET;

SOUTH 01°29'47" WEST, 89.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

SOUTHEASTERLY 15.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'40";

SOUTH 89°44'53" EAST, 393.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET;

NORTHEASTERLY 125.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
EXHIBIT "A"
LEGAL DESCRIPTION

NORTH 00°15'07" EAST, 20.00 FEET;

AND SOUTH 89°44'53" EAST, 170.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.722 ACRES, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

RAY E. MANSUR, P.L.S. 7185

SEPTEMBER 24, 2014
J.N. 2073 007691
EXHIBIT "B"

A PORTION OF LOT B OF TRACT NO. 888, M.M. 27 / 11-12,
IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA

LINE TABLE

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</tr>
<tr>
<td>L2</td>
<td>N89°44'53''W</td>
<td>35.02'</td>
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<tr>
<td>L3</td>
<td>S53°59'37''W</td>
<td>71.57'</td>
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<td>L7</td>
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CURVE TABLE

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<td>88'45'20''</td>
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<td>C8</td>
<td>80.00'</td>
<td>90'00'00''</td>
<td>125.66'</td>
</tr>
</tbody>
</table>

Stantec
38 TECHNOLOGY DRIVE, SUITE 100
IRVINE, CA 92618
949.923.6000
stantec.com

RAY E. MANUS, P.L.S. 7185

NO. 7185

J.N. 2073 007691 DATE: 9/24/14

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