

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



69.00

2007000582905 08:00am 09/26/07

Judicial Council of California  
Administrative Office of the Courts  
Office of the General Counsel  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Attn: Managing Attorney, Real Estate Unit

105 48 E01 22  
0.00 0.00 0.00 0.00 63.00 0.00 0.00 0.00

1419432-76

**RECIPROCAL EASEMENT AGREEMENT**

This **RECIPROCAL EASEMENT AGREEMENT** (this "**Agreement**"), dated for reference purposes only as of 9/20, 2005, is entered into by between **THE STATE OF CALIFORNIA** acting through **THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS** ("**State**") and **THE CITY OF SANTA ANA**, a Charter City and Municipal Corporation ("**City**"), with reference to the following recitals:

**Recitals**

A. (The State is the fee owner of that certain parcel of real property located in the City of Santa Ana, County of Orange, State of California, as more particularly described on **Exhibit A** attached hereto (the "**State Parcel**"). The State intends to construct certain court facilities and related improvements on the State Parcel, including a two or three story building with an area of approximately 55,000 gross square feet ("**State Project**"), for use by the Court of Appeal, Fourth Appellate District, of the State of California ("**Court**").

B. The City is the fee owner of that certain parcel of real property located adjacent to the State Parcel, as more particularly described on **Exhibit B** attached hereto (the "**City Parcel**"). The City intends to construct a parking structure and related improvements on the City Parcel ("**City Parking Structure**"). The entire ground floor of the City Parking Structure is intended to be used for parking by the Court's judges, employees, guests, and invitees, as more particularly described herein and shown on **Exhibit C** attached hereto ("**State Parking Area**").

C. The State and the City desire to enter into this Agreement to ensure the orderly ownership, operation, and maintenance of the City Parcel and the State Parcel (collectively, "**Real Properties**"), and to grant reciprocal easements over the Real Properties to allow owners and users of the Real Properties reasonable rights of access, ingress, and egress to and from each of the respective Real Properties, as more particularly described herein and depicted on **Exhibit D** attached hereto.

**Agreement**

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the State (each, a "**Party**" and collectively, the "**Parties**") hereby agree as follows:

1. **Grant of Easements.**

1.1. **Driveway Access Easement.** The City hereby grants to the State and its Related Parties (as hereinafter defined) a non-exclusive easement over portions of the City Parcel in the areas identified as "1C" on **Exhibit D** attached hereto for purposes of vehicular and pedestrian access, ingress, and egress between Santa Ana Boulevard and the City Parking Structure (as defined below). For purposes of this Agreement, the term "Related Parties" shall mean the officials, representatives, agents, employees, contractors, subcontractors, guests, invitees, agencies, departments, political subdivisions (as applicable), successors, and assigns of the particular Party referenced in connection therewith.

1.2. **Emergency Access Easements.**

1.2.1. The State hereby grants to the City and its Related Parties a non-exclusive easement over the portions of the State Parcel identified as "1E" on **Exhibit D** attached hereto for purposes of access, ingress, and egress by pedestrians and emergency personnel and vehicles (e.g., fire, police, paramedics), and for fire lane and emergency vehicle access purposes in accordance with the requirements of the Uniform Fire Code, to and from the State Parcel and the City Parcel; and

1.2.2. The City hereby grants to the State and its Related Parties a non-exclusive easement over the portions of the City Parcel identified as "1D" on **Exhibit D** attached hereto for purposes of access, ingress, and egress purposes by pedestrians and emergency personnel only (e.g., fire, police, paramedics) to and from the State Parcel and the City Parcel.

1.3. **Lift Station Easement.** The State hereby grants to the City and its Related Parties a non-exclusive easement over the State Parcel for purposes of access to, and maintenance of, the transformer and the storm sewer lift station (below street grade) located on the portions of the State Parcel identified as "1B" on **Exhibit D** attached hereto ("Lift Station").

1.4. **State Parking Easement.** The City hereby grants to the State and its Related Parties an exclusive easement and irrevocable and perpetual right to use the State Parking Area, which will be comprised of the entire ground floor of the City Parking Structure, as shown and described on **Exhibit C** attached hereto, for purposes of secured and segregated parking and any purposes related or incidental thereto.

1.5. **City Parking Structure Easements.** The State hereby grants to the City and its Related Parties non-exclusive easements over the portions of the State Parcel identified as "1E" on **Exhibit D** attached hereto for purposes of (i) maintenance and repair of the City Parking Structure, and (ii) the construction, maintenance, repair, and replacement of the footings and subsurface foundations of the City Parking Structure along the westerly boundary of the State Parcel. The extent of the easements for the footings and foundation improvements shall be defined and limited by the as-built improvements as and when constructed. The City shall notify the State at least seven (7) days prior to the City's entry upon the State Parcel for purposes of exercising the easement rights granted under this Section 1.5. The City shall use reasonable efforts to minimize any disturbance or damage to the State Parcel in connection with the City's exercise of its rights hereunder, and the City shall restore the State Parcel to good condition if the City's activities on the State Parcel result in any disturbance or damage to the State Parcel, at the City's sole cost and expense.

**1.6. No Abandonment or Overburdening.** No act or failure to act on the part of either Party shall be deemed to constitute an abandonment or surrender of any easement rights granted hereunder, except upon recordation by the grantee of a quitclaim deed specifically conveying such easement (or such portion thereof) back to the grantor. Without limiting the generality of the foregoing, mere non-use of any easement granted hereunder shall not prevent the grantee thereof from using the entire easement to the fullest extent permitted hereunder in the future. It is the intention of the Parties that the easements granted hereunder be used for any and all purposes incidental or relating to the specified purposes, and no increase in the character, degree or nature of the use of such easements in the future, and no assignment, grant, license, transfer or conveyance of any subordinate rights by either Party shall, separately or in the aggregate, constitute an impermissible surcharge or overburdening of the servient estate.

**2. Maintenance Obligations.**

**2.1. Maintenance of Lift Station.** The City shall operate, maintain, and repair the Lift Station in good condition such that the drainage needs of the State Parcel are adequately satisfied. The State shall reimburse the City for 18.75% of the reasonable out-of-pocket costs of operating, maintaining, and repairing the Lift Station located on the State Parcel for the preceding fiscal year ("**Lift Station Costs**"); provided, however, that the State's obligation to reimburse the City for the State's share of the Lift Station Costs shall be subject to the State's receipt of a statement detailing the Lift Station Costs for the preceding fiscal year and a budget appropriation by the State Legislature. The City shall maintain all records evidencing the Lift Station Costs for at least five (5) years following the City's delivery of the applicable statement, and the State shall have the right to audit the statement and records associated with the Lift Station Costs. If such audit reveals that an increase or decrease to the Lift Station Costs is appropriate, the Parties shall cooperate in good faith to make the necessary reimbursements or adjustments within a reasonable period of time after the State's completion of such audit; provided, however, that the State shall not be obligated to make any payments unless and until any discrepancies revealed by such audit are resolved by the Parties.

**2.2. Maintenance and Repair of City Parking Structure.** The City shall, at its sole cost and expense, operate, maintain, and repair all portions of the City Parking Structure in good condition, except for the interior surfaces, lighting, fixtures, and security improvements within the State Parking Area, which the State shall operate, maintain, and repair in good condition, at the State's sole cost and expense. The State shall have the right to (i) install a secured access card and parking gate entry system for the State Parking Area, and (ii) conduct security background investigations on any personnel, staff, or contractors employed or contracted by the City or its Related Parties, or any other persons who may have operational access to, or responsibility for, the secured areas of the State Parking Area. If the State determines (in its sole and absolute discretion) that any personnel of the City or its Related Parties do not satisfy the security background requirements of the State, the State shall have the right to refuse and/or restrict access to the State Parking Area by such personnel.

**2.3. Damage or Destruction of City Parking Structure.** If all or any portion of the City Parking Structure is partially or totally damaged or destroyed by fire or other casualty such that the State Parking Area is not usable or accessible by the State in whole or in part, the City shall diligently repair such damage in order to fully restore the State's access to and use of the State Parking Area and/or the Additional Parking (as applicable) as soon as reasonably possible. During the time period that the State does not have access to or use of all or a portion of the State Parking Area, the City shall use best efforts to provide the State with temporary

replacement parking of comparable convenience and security ("**Temporary Parking**"), at no cost to the State. The City shall continue to provide the Temporary Parking until such time as the State's use of and access to the State Parking Area is fully restored, or until the City provides permanent replacement parking of comparable convenience and security as the State Parking Area, at no cost to the State. In the event that the City determines that the repair or replacement of the City Parking Structure is not feasible, then the City shall provide the State with permanent replacement parking of comparable convenience and security as the State Parking Area, at no cost to the State.

**2.4. Notice and Right to Cure.** If the State believes that the City has not complied with the City's obligations set forth in Section 2.1, 2.2, or 2.3 above, the State shall notify the City in writing consistent with Section 6.1 below, and the City shall have thirty (30) days from receipt of such written notice to respond to such notice either by undertaking any reasonable maintenance, repairs, or restorations requested by the State in such notice or by providing the State with information evidencing that the maintenance, repairs, and/or restorations requested by the State in its notice are not required pursuant to this Agreement. The Parties shall cooperate in good faith to resolve any disagreements as to any maintenance or repairs requested by the State pursuant to this Section 2.4. Notwithstanding anything to the contrary set forth herein, the City shall not be deemed to have committed an event of default hereunder unless the City has failed to commence with due diligence and dispatch the cure requested by the State within said thirty (30) calendar day period and does not thereafter promptly and continuously prosecute such to completion within sixty (60) calendar days after the date on which the City received the State's notice alleging that the City has not complied with Section 2.1, 2.2, or 2.3.

### **3. Other Rights, Restrictions, Covenants.**

**3.1. Option to Rent Additional Parking.** The City hereby grants in favor of the State an option to rent up to thirty-five (35) additional parking spaces in the City Parking Structure ("**Additional Parking**"), subject to availability, at the market rental rates prevailing at the time the State exercises such option for comparable parking spaces in comparable parking structures within the Santa Ana Civic Center ("**Prevailing Market Rate**"). This option shall be exercisable by the State at any time from and after the completion of construction of the City Parking Structure. In order to exercise said option, the State shall notify the City in writing of its intent to acquire additional parking spaces and the number of parking spaces needed ("**Notice of Intent**"). Upon the City's receipt of the Notice of Intent, the City shall reserve the number of parking spaces requested by the State, subject to availability at the time of the City's receipt of the Notice of Intent. Within fifteen (15) days of the City's receipt of the Notice of Intent, the City shall notify the State in writing of the number of additional parking spaces available and the Prevailing Market Rate then in effect ("**Notice of Availability**"). Within thirty (30) days of the State's receipt of the Notice of Availability, the State may exercise its option by notifying the City in writing of the State's exercise of the option with respect to the number of additional parking spaces identified in the Notice of Availability at the Prevailing Market Rate then in effect ("**Exercise Notice**"). Within sixty (60) days of the City's receipt of the Exercise Notice, the State and the City shall cooperate to execute a written amendment to this Agreement amending the description of the State Parking Area to include the additional parking spaces identified in the Exercise Notice. The State's option rights hereunder shall continue hereunder in perpetuity until such time that the State acquires all thirty-five (35) additional parking spaces in the City Parking Structure. If all or any portion of the City Parking Structure is partially or totally damaged or destroyed by fire or other casualty such that the Additional Parking is not accessible or usable by the State in whole or in part, the State's obligation to pay rent shall be abated indefinitely.

from the date of damage or destruction and until such time that the State's access to and use of the Additional Parking is fully restored, or until the City provides permanent replacement parking of comparable convenience and security as the Additional Parking.

**3.2. City Parking Structure Expansion.** Any expansion of the City Parking Structure beyond the general description of the City Parking Structure attached hereto as **Exhibit E** shall be subject to the prior written approval of the State, which shall not be unreasonably withheld. Notwithstanding the foregoing, it shall be reasonable for the State to withhold its approval of any expansion of the City Parking Structure if such expansion (i) materially interferes with the continued use of the State Project, (ii) is architecturally or aesthetically inconsistent with the existing City Parking Structure and State Project, or (iii) materially compromises the security of the existing State Parking Area.

**3.3. Open Parking Structure – Unprotected Openings.** No buildings or enclosed structures of any kind (other than landscaping, sidewalks, open trellises, covered walkways, pavement, or improvements related thereto) shall be permitted within ten (10) feet of the outside perimeter of the City Parking Structure, from ground to sky, along the westerly boundary of the State Parcel in compliance with Section 503.2 and Table 5-A of the California Building Code (as amended). This Section 3.3 shall not be amended or modified without the express written consent of the Building Official of the City of Santa Ana.

**4. Covenants Running With The Land.** The Parties do hereby declare that the Real Properties and all improvements and appurtenances thereon, to the extent owned by each of them, shall be subject to this Agreement. Each of the Real Properties shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the provisions of this Agreement. It is the express intent of the Parties that the covenants contained herein shall be covenants running with the land, in accordance with the provisions of Section 1468 of the California Civil Code. All the provisions hereof are declared to be in furtherance of a plan for the use and occupancy of the Real Properties and shall burden, benefit, and be appurtenant to the Real Properties, and shall be binding on all owners of the Real Properties and all other Parties having or acquiring any right, title or interest in any portion of the Real Properties, and their respective grantees, heirs, executors, administrators, successors and assigns. Each of the easements, covenants, conditions, and restrictions set forth herein shall be deemed to be effective upon the recordation of this Agreement in the Official Records of Orange County.

**5. Indemnification.**

**5.1.** For so long as each Party holds an ownership interest in the Real Properties, each Party and its respective successors and assigns (each an “**Indemnifying Party**”) shall indemnify, defend, and hold the other Party and its Related Parties (“**Indemnified Parties**”) harmless from and against any and all claims, liabilities, losses, costs or damages that the Indemnified Parties may incur as a result of any negligent or intentional acts or omissions by any Indemnifying Party on or around the Real Properties in connection with this Agreement.

**5.2.** The City shall indemnify, defend, and hold the State and its Related Parties harmless from and against any and all claims, liabilities, losses, costs or damages that the State or its Related Parties may incur as a result of the presence of the City Parking Structure footings and foundation improvements constructed on the State Parcel pursuant to Section 1.5 above, and any negligent or intentional acts or omissions of the City or its Related Parties in connection with the City's exercise of its rights under Section 1.5 above. This Section

5.2 is intended to be in furtherance of and in addition to; and not as a limitation upon, the indemnity and defense obligations of the City under Section 5.1 above.

**5.3.** Notwithstanding anything herein to the contrary, the indemnification obligations set forth in this Section 5 shall immediately and automatically terminate and shall be of no further force or effect as to an Indemnifying Party upon such Indemnifying Party's sale or other transfer or conveyance of the entirety of its interest in and to the Real Properties, and thereafter only the holders of an ownership interest in the Real Properties shall be obligated and liable for the indemnification obligations hereunder; provided, however, that no Indemnifying Party shall be released from liability for indemnification as to any acts or omissions which may have occurred prior to such Indemnifying Party's sale or other transfer or conveyance of the entirety of its interest in the Real Properties.

**5.4.** The indemnification obligations in this Section are expressly intended to be, and shall be, several and no Indemnifying Party shall be liable for or obligated to indemnify the Indemnified Parties for any losses, costs or damages incurred by the Indemnified Parties as a result of any negligent or intentional acts or omissions of another Indemnifying Party or the Indemnified Parties.

**5.5.** If any third party notifies a Party of any matter (a "**Third Party Claim**") which may give rise to a claim for indemnification under this Section 5, then that Party shall promptly notify the Indemnifying Party in writing of the Third Party Claim. The Indemnifying Party shall be relieved of any obligation or liability under this Section 5, to the extent a delay by the Party giving notice of the receipt of the Third Party Claim results in any damage or prejudice to that Party. If the Indemnifying Party is conducting the defense of the Third Party Claim, the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim, without the prior written consent of the Indemnified Party (which consent shall not be withheld unreasonably).

## **6. General Provisions.**

**6.1. Notices.** All notices or other communications between City and Developer required or permitted hereunder shall be in writing and personally delivered or sent by fax, certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier, to the following addresses:

If to City:                      City of Santa Ana  
Clerk of the Council  
20 Civic Center Plaza M-30  
Santa Ana, California 92701  
Telephone: (714) 647-6520  
Facsimile: (714) 647-6956

With a copy to:                City of Santa Ana Public Works  
Executive Director of Public Works  
20 Civic Center Plaza M-21  
Santa Ana, California 92701  
Telephone: (714) 647-5201  
Facsimile: (714) 647-5622

And to: City of Santa Ana  
Office of the City Attorney  
20 Civic Center Plaza M-29  
Santa Ana, California 92701  
Telephone: (714) 647-5201  
Facsimile: (714) 647-6515

If to State: Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
Attn.: Clifford Ham, Senior Project Manager  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: (415) 865-7550  
Facsimile: (415) 865-8885  
E-mail: clifford.ham@jud.ca.gov

and

Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
Attn.: Kim K. Davis, AIA, Director  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: (415) 865-7971  
Facsimile: (415) 865-8885  
E-mail: kim.davis@jud.ca.gov

With a copy to: Judicial Council of California  
Administrative Office of the Courts  
Office of the General Counsel  
Attn: Managing Attorney, Real Estate Unit  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: (415) 865-8084  
Facsimile: (415) 865-7664  
E-mail: melvin.kennedy@jud.ca.gov

With a copy to: Department of General Services  
Real Estate Services Division  
Attn: Chief, Real Property Services Section  
707 Third Street, 5th Floor  
West Sacramento, CA 95605  
Telephone: (916) 375-4099  
Facsimile: (916) 375-4029

A notice shall be effective on the date of personal delivery or transmission of a confirmed facsimile, if the personal delivery or confirmed facsimile is received before 5:00 p.m. on a business day of the recipient, otherwise on the first business day following the date of such personal delivery or facsimile transmission, or three (3) business days following the date the

notice is postmarked, if sent by certified U.S. mail, with return receipt requested, or one (1) business day after such notice is deposited with a reputable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

**6.2. Term.** This Agreement shall remain in effect in perpetuity, unless and until the Parties mutually execute and record a written notice terminating this Agreement, whereupon the Parties shall have no further rights or obligations one to another hereunder, except for liabilities that accrued prior to the date of such recordation.

**6.3. Entire Agreement.** That certain Real Property Acquisition Agreement dated September 20, 2005, between the State and the City with respect to the State's acquisition of the State Parcel from the City, this Agreement, and the Exhibits attached hereto, represent the final and entire agreement between the Parties in connection with the terms hereof, and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings, and communications between the Parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations, or inducements of any kind existing between the Parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Parties.

**6.4. Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties hereto. No waiver by any Party, at any time, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein, or a consent to any subsequent breach of the same or another provision. If any action by any Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

**6.5. Captions, Headings, Exhibits, and Recitals.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement. The recitals set forth in this Agreement, and each and all of the exhibits attached to this Agreement, are incorporated herein as if set forth in full in this Agreement.

**6.6. Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

**6.7. Governing Law.** This Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California, without regard to conflict of law rules.

**6.8. Time of the Essence.** Time is of the essence with respect to all matters contained in this Agreement.

**6.9. Counting of Days.** The time in which any act must be performed under this Agreement shall be computed by excluding the first day and including the last day, unless the last day is a non-business day (as defined below), in which case the last day of performance shall be the next business day (as defined below). The term "non-business day" shall mean any "holiday" as defined in Code of Civil Procedure Section 7 and any "optional bank holiday" as



defined in Code of Civil Procedure Section 7.5. Accordingly, the term "business day" shall mean any day other than a non-business day.

**6.10. Invalidity of any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

**6.11. Drafting of Agreement.** The Parties acknowledge that this Agreement has been negotiated at arm's length, that each Party has been represented by independent counsel and that this Agreement has been drafted by both Parties and no one Party shall be construed as the draftsman.

**6.12. No Third-Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of each Party and its Related Parties as set forth herein, and no other third parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement, except as expressly provided herein.

**6.13. Further Acts.** The Parties agree to execute such instruments and to perform such further acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

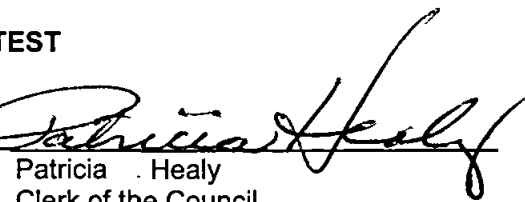
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**CITY:**

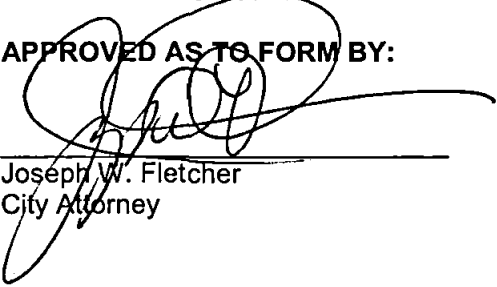
**THE CITY OF SANTA ANA,**  
a Charter City and Municipal Corporation

By:   
David N. Ream, City Manager

**ATTEST**

By:   
Patricia Healy  
Clerk of the Council

**APPROVED AS TO FORM BY:**

  
Joseph W. Fletcher  
City Attorney

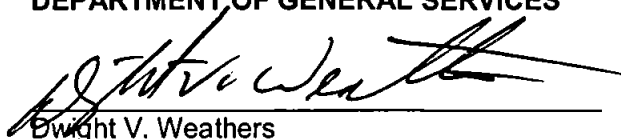
**STATE:**

**THE STATE OF CALIFORNIA acting**  
**through THE JUDICIAL COUNCIL OF**  
**CALIFORNIA, ADMINISTRATIVE OFFICE**  
**OF THE COURTS**

By:   
William C. Vickrey  
Administrative Director of the Courts

**APPROVED:**

**DEPARTMENT OF GENERAL SERVICES**

  
Dwight V. Weathers  
Chief, Real Property Services Section

## EXHIBIT A

### TO RECIPROCAL EASEMENT AGREEMENT

#### Legal Description of the State Parcel

Real property in the City of Santa Ana, County of Orange, State of California, described as follows:

That portion of Blocks A and B of the Ross Addition to Santa Ana as shown on the map filed in Book 3, Pages 534 and 535 of Miscellaneous Records of Los Angeles County, California, together with that portion of Lots 1 and 16 of Stout's Addition to Santa Ana as shown on the map filed in Book 6, Page 28 of Miscellaneous Maps, Records of Orange County, California, also together with those portions of Van Ness Avenue, formerly Lowe Street (60.00 feet wide), 5th Street (60.00 feet wide), 6th Street (60.00 feet wide) all being shown on said Map of the Ross Addition to Santa Ana, as abandoned by Resolution No. 69-27 of the City Council of the City of Santa Ana, a certified copy of which was recorded February 19, 1969 in Book 8878, Page 863 of Official Records of said Orange County, and a portion of Ross Street, in the City of Santa Ana, County of Orange, State of California, described as a whole as follows:

Beginning at the centerline intersection of Santa Ana Boulevard (108.00 feet wide) and Ross Street (106.00 feet wide) as shown on Record of Survey 95-1031, filed in Book 149, Pages 49 and 50 of Records of Survey, Records of said County; thence South 49°02'03" West 248.90 feet along said centerline of Santa Ana Boulevard to the beginning of a curve concave northwesterly having a radius of 800.00 feet; thence southwesterly along said curve through a central angle of 5°41'39" an arc length of 79.51 feet; thence North 35°16'18" West 54.00 feet to the northwesterly line of said Santa Ana Boulevard and the true point of beginning; thence North 00°37'23" West 342.65 feet; thence North 89°22'37" East 66.00 feet; thence North 00°37'23" West 51.08 feet to a point on a non-tangent curve concave northwesterly having a radius of 33.00 feet a radial line of said curve to said point bears South 57°47'22" East; thence easterly and northeasterly along said curve through a central angle of 33°54'20" an arc length of 19.53 feet; thence North 01°41'42" West 5.71 feet to the beginning of a curve concave southeasterly having a radius 18.00 feet; thence northerly and northeasterly along said curve through a central angle of 46°44'51" an arc length of 14.69 feet; thence North 45°03'09" East 31.20 feet to the beginning of a curve concave northwesterly having a radius of 26.00 feet; thence northeasterly, northerly, and northwesterly along said curve through a central angle of 71°14'38" an arc length of 32.33 feet; thence North 45°01'29" East 0.66 feet; thence North 89°57'38" East 138.81 feet to a line 40.00 feet west of the centerline of said Ross Street; thence South 00°37'23" East 155.94 feet along said line; thence South 47°32'35" West 17.45 feet to the west line of said Ross Street; thence South 00°37'23" East 111.77 feet along said west line to the beginning of a curve concave northwesterly having a radius of 25.00; thence southerly and southwesterly along said curve through a central angle of 49°39'26" an arc length of 21.67 feet to a point on said northwesterly line of Santa Ana Boulevard; thence South 49°02'03" West 213.66 feet along said northwesterly line to the beginning of a curve concave northwesterly having a radius of 746.00 feet; thence southwesterly along said curve through a central angle of 5°41'39" an arc length of 74.14 feet to the true point of beginning.

Said parcel contains 80,718 square feet more or less.

## EXHIBIT B

### TO RECIPROCAL EASEMENT AGREEMENT

#### Legal Description of the City Parcel

Real property in the City of Santa Ana, County of Orange, State of California, described as follows:

That portion of Blocks A, B, C, and D of the Ross Addition to Santa Ana as shown on the map filed in Book 3, Pages 534 and 535 of Miscellaneous Records of Los Angeles County, California, together with that portion of Lots 1 and 16 of Stouts' Addition to Santa Ana as shown on the map filed in Book 6, Page 28 of Miscellaneous Maps, Records of Orange County, California, also together with those portions of Fifth Street (abandoned), Sixth Street (abandoned), Van Ness Street (abandoned), and Parton Street (abandoned), all in the City of Santa Ana, County of Orange, State of California, described as follows:

Beginning at the intersection of the centerline of Santa Ana Boulevard (108 feet wide) with the centerline of Ross Street (106 feet wide) as shown on Record of Survey 95-1031, filed in Book 149, Pages 49 and 50 of Records of Survey, Records of said Orange County; thence South 49°02'03" West 248.90 feet along said centerline of Santa Ana Boulevard; thence North 40°57'57" West 54.00 feet to the northwesterly line of said Santa Ana Boulevard and the **True Point of Beginning**, said northwesterly line also being the northwesterly line of Parcel 1 as described in Resolution No. 68-186 of the City Council of the City of Santa Ana recorded December 18, 1968 in Book 8819, Page 934 of Official Records of said Orange County, said point being the beginning of a curve concave northwesterly having a radius of 746.00, a radial bearing to said beginning bears South 40°57'57" East; thence southwesterly along said curve and said northwesterly line 401.75 feet through a central angle of 30°51'21"; thence leaving said northwesterly line North 0°05'22" West 53.21 feet; thence North 54°13'46" East 27.92 feet; thence North 0°05'22" West 36.93 feet; thence South 54°13'46" West 64.85 feet to the centerline of said Parton Street (abandoned); thence North 0°05'22" West 186.31 feet along said centerline to an angle point therein; thence continuing along said centerline North 0°03'00" West 310.62 feet to the intersection with the centerline of said Sixth Street (abandoned); thence North 89°58'20" East 309.89 feet to an angle point therein; thence continuing along said centerline North 89°57'41" East 29.83 feet; thence along the southeasterly line of the Santa Ana City Hall and Santa Ana City Hall Annex the following five (5) courses:

- 1) North 0°02'22" West 2.75 feet
- 2) North 89°57'38" East 38.12 feet
- 3) North 0°02'22" West 36.75 feet
- 4) North 89°57'38" East 40.42 feet
- 5) North 0°02'22" West 43.17 feet

thence continuing along said southeasterly line and the easterly prolongation thereof North 89°57'38" East 137.08 feet to a line parallel with and 53.00 feet westerly of the centerline of said Ross Street; thence South 0°37'23" East 318.16 feet along said parallel line and the westerly line of said Ross Street to a curve concave northwesterly having a radius of 25.00 feet; thence southerly and southwesterly along said curve 21.67 feet through a central angle of 49°39'26" to

the northwesterly line of said Santa Ana Boulevard; thence South 49°02'03" West 213.66 feet along said northwesterly line to the **True Point of Beginning**.

Except that portion of said land lying easterly, southeasterly and southerly of the following described line:

Beginning at a point on the curved northwesterly line of said Santa Ana Boulevard having a radius of 746.00 feet, as described above, said point being an arc distance of 74.14 feet southwesterly from the northeasterly terminus of said curve; thence North 0°37'23" West 342.65 feet; thence North 89°22'37" East 66.00 feet; thence North 0°37'23" West 51.08 feet to a non-tangent curve concave westerly having a radius of 33.00 feet, a radial line to said curve bears South 57°47'22" East; thence northerly along said curve 19.53 feet through a central angle of 33°54'20"; thence North 1°41'42" West 5.71 feet to a curve concave southeasterly having a radius of 18.00 feet; thence northerly and northeasterly along said curve 14.69 feet through a central angle of 46°44'51"; thence North 45°03'09" East 31.20 feet to a curve concave westerly having a radius of 26.00 feet; thence northeasterly and northerly along said curve 32.33 feet through a central angle of 71°14'38"; thence North 45°01'29" East 0.66 feet; thence North 89°57'38" East 125.81 feet to a line parallel with and 53.00 feet westerly of the centerline of said Ross Street.

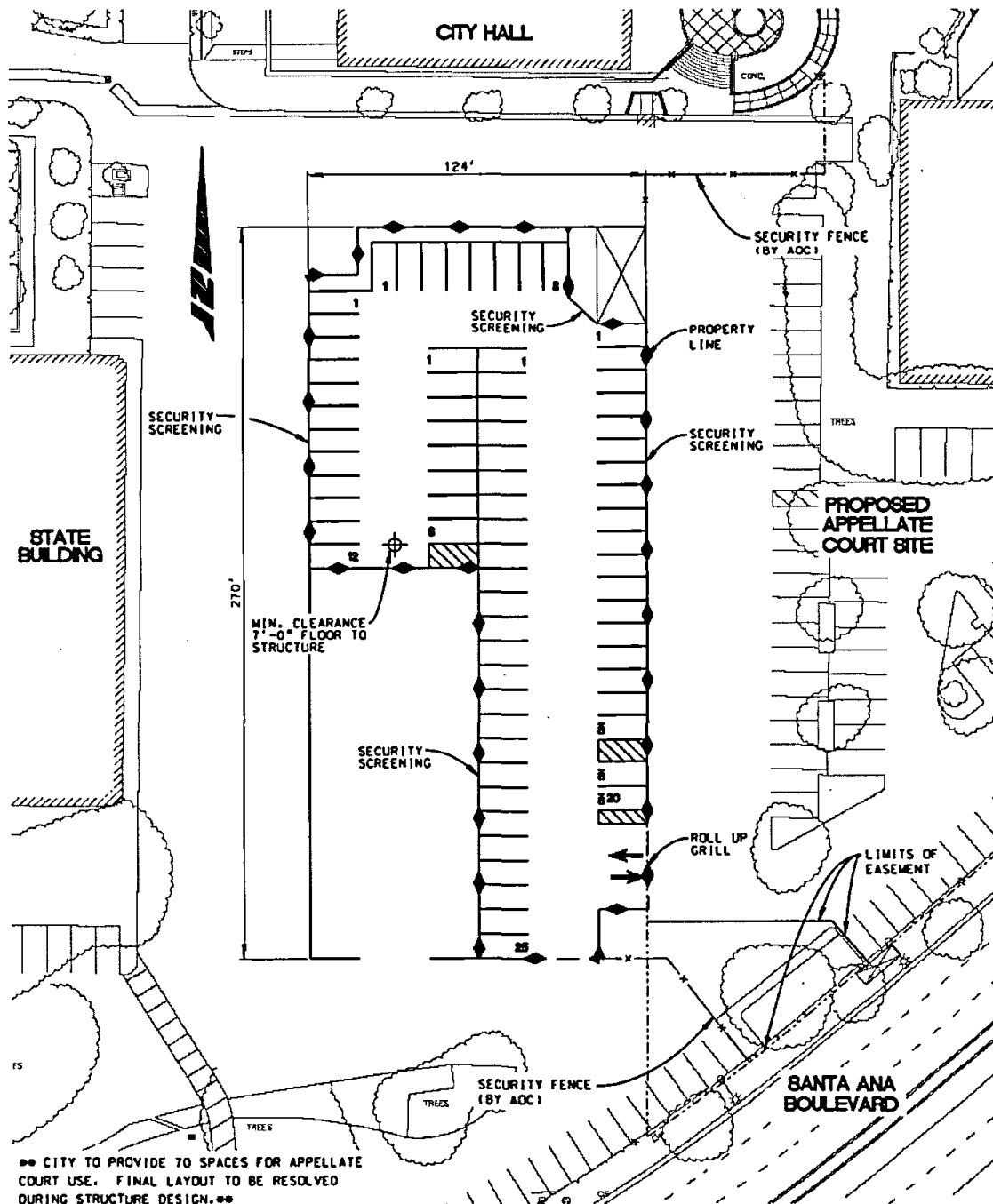
Also except that portion of said land described as follows:

Beginning at the angle point in the centerline of Parton Street (abandoned) as described above; thence South 0°05'22" East 23.18 feet along said centerline; thence North 89°58'59" East 17.31 feet to the **True Point of Beginning** of this exception; thence continuing North 89°58'59" East 136.50 feet; thence North 0°01'01" West 193.00 feet; thence South 89°58'59" West 136.50 feet; thence South 0°01'01" East 193.00 feet to the **True Point of Beginning**.

Said parcel contains 155,334 square feet / 3.566 acres, more or less.

**EXHIBIT C  
TO RECIPROCAL EASEMENT AGREEMENT**

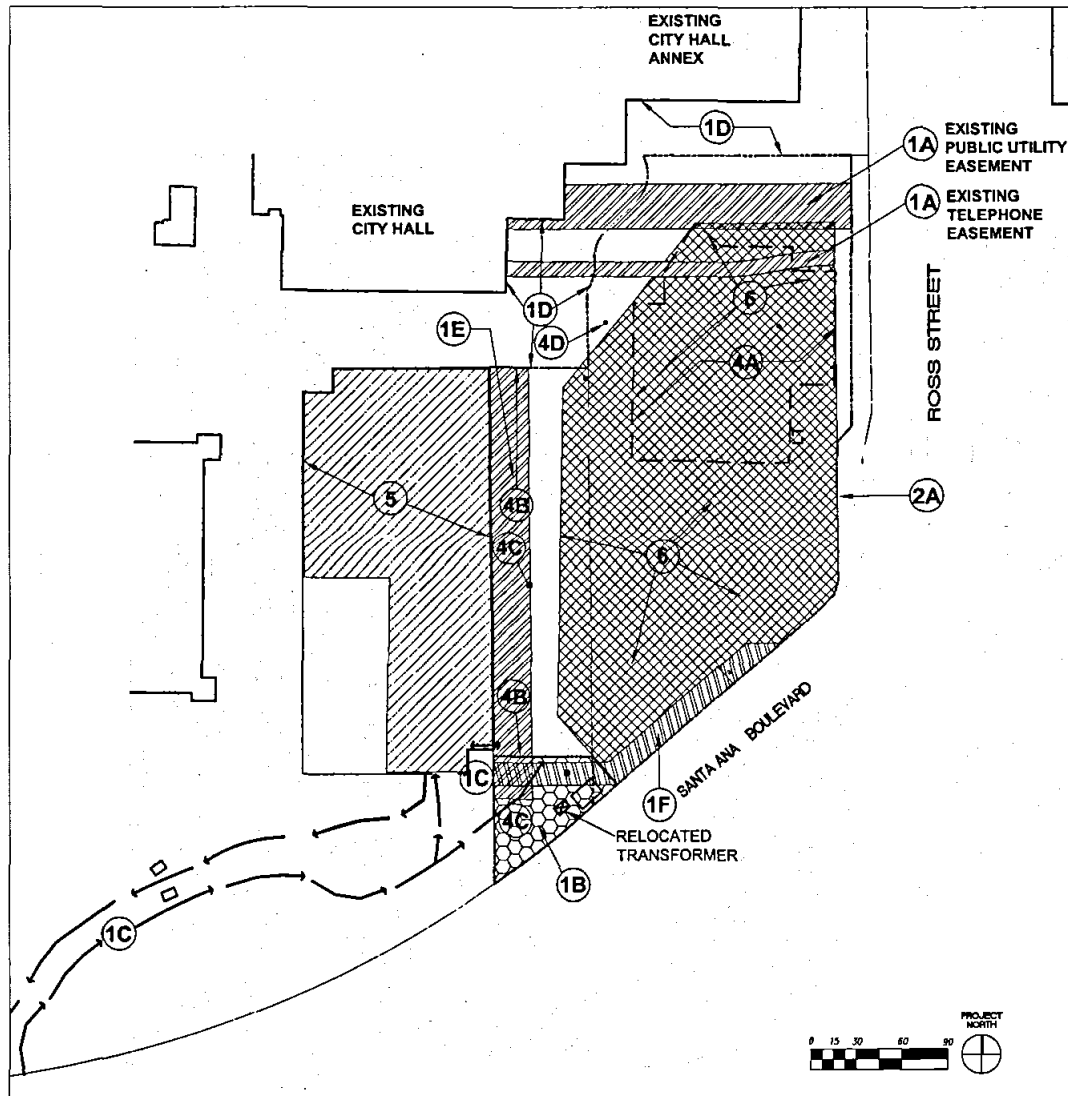
**EXHIBIT C: DIAGRAM OF STATE PARKING AREA**



**EXHIBIT D**





**TO RECIPROCAL EASEMENT AGREEMENT**

## EXHIBIT "D"



SITE PLAN

### KEY NOTES

1. EASEMENTS.
  - A. EXISTING PUBLIC UTILITY EASEMENT - TO REMAIN. 
  - B. EXISTING SURFACE PARKING, CURBS, GUTTERS, LANDSCAPE AND OTHER IMPROVEMENTS TO REMAIN PROTECTED.
  - C. VEHICULAR/ PEDESTRIAN ACCESS EASEMENT (FROM SANTA ANA BLVD.)
  - D. EMERGENCY ACCESS EASEMENT.
  - E. 30' WIDE EMERGENCY VEHICLE ACCESS EASEMENT. TO BE MAINTAINED WITHIN THIS AREA. AND ABUTTING TO PARKING STRUCTURE PER AGREEMENT SECTIONS REA 1.2.1, 2.2, 3.3.
  - F. 15' PROPOSED RELOCATED TELEPHONE EASEMENT.
2. SETBACK.
  - A. BUILDING SETBACK IS 53 FEET FROM CENTERLINE OF ROSS STREET.
3. TRANSFORMER RELOCATION.
  - A. EXISTING TRANSFORMER SHALL BE RELOCATED TO NEW LOCATION WITHIN THE SUMP PUMP/ TRANSFORMER EASEMENT.
4. DEMOLITION OF EXISTING BUILDING AND UTILITIES.
  - A. DEMOLISH AND REMOVE THE EXISTING DETENTION BUILDING, INCLUDING BUT NOT LIMITED TO ITS FOUNDATIONS, SUBSTRUCTURES AND UTILITIES TO THE POINT OF CONNECTION AT THE PROPERTY LINES. FINISH GRADE AT AREAS OF DEMOLITION SHALL BE LEVELED TO + 118.5' ELEVATION WITH COMPACTED ENGINEERED FILL.
5. PROPOSED CITY OF SANTA ANA PARKING STRUCTURE, WITH SEPERATE ENTRANCE, SECURED GROUND FLOOR, AND A MINIMUM OF 70 DEDICATED GROUND LEVEL SPACES FOR AOC'S EXCLUSIVE USE. 
6. CITY SHALL PROVIDE AND GRADE ENGINEERED SOIL TO THE PROPERTY WHERE INDICATED AND AS NECESSARY TO RAISE THE FINISH PAD TO AN ELEVATION OF 118.50'. 
7. PROTECT STORM DRAIN INLET, RELATED UNDERGROUND PIPES AND PUMP STATION IN FULLY OPERATIONAL CONDITION. 
8. PROTECT PARKING LOT LIGHTING, RELATED UNDERGROUND CONDUITS, CIRCUITING AND PANELS IN FULLY OPERATIONAL CONDITION.

## **EXHIBIT E**

### **TO RECIPROCAL EASEMENT AGREEMENT**

#### **City Parking Structure Description**

The project is a three hundred (300) vehicle 3 level parking facility one hundred and twenty-four feet (124') wide by two hundred and seventy feet (270') long comprising one on grade level and two elevated levels. The structure shall be long-span, cast-in-place concrete with post-tensioned slabs and beams, cast-in-place columns, slab on grade with concrete foundations. The structure is a two bay 3 level parking facility designed for two-way traffic flow and 90-degree parking. The Parking structure is designed as an above-grade "open" parking structure of Group S Division 4 Occupancy; of Type I fire resistive construction per the 2001 California Building Code.

The primary use of the structure is to offset the parking lost by the sale of the adjacent property to the State Appellate Court. The ground floor will be designated for the self-parking of seventy (70) automobiles of Appellate Court Staff. 230 spaces will be provided on the two remaining elevated levels for general Civic Center parking. The northeast corner of the facility will be devoted to stairs, one elevator and the elevator machine room for the vertical circulation of pedestrians. A second stair will be located at the southwest corner of the parking facility.

The vertical vehicle circulation is achieved by means of short ramps that rise one half floor level before turning and rising another half level to the next level. The short ramps are required because of the limited site available for the parking facility. The north end of the facility is depressed below grade one half level to allow vehicles entering the facility at the southwest corner at grade level to ramp up half a level to a point one full level above the parking below at the north end. Vehicles entering on grade at the southeast corner will ramp down one half level to a point one full level below the parking above at the north end.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Orange

} SS.

On October 4, 2005, before me,

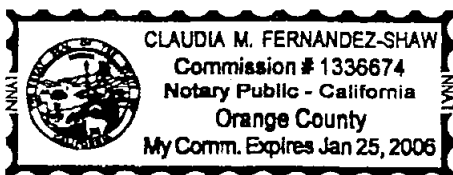
Claudia M. Fernandez-Shaw, Notary Public,  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David N. Ream

Name(s) of Signer(s)

- ☒ personally known to me  
☐ 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.



WITNESS my hand and official seal.

Claudia M. Fernandez-Shaw  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document  
And could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

### RIGHT THUMBPRINT OF SIGNER

Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Orange

} SS.

On October 4, 2005, before me,

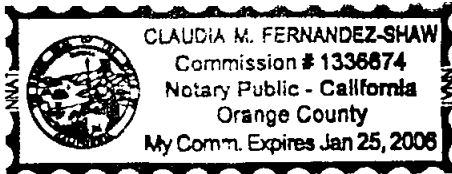
Claudia M. Fernandez-Shaw, Notary Public,  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joseph W. Fletcher

Name(s) of Signer(s)

- ☒ personally known to me  
☐ 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.



WITNESS my hand and official seal.

Claudia M. Fernandez-Shaw  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document  
And could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

### RIGHT THUMBPRINT OF SIGNER

Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Orange

} SS.

On October 4, 2005, before me,

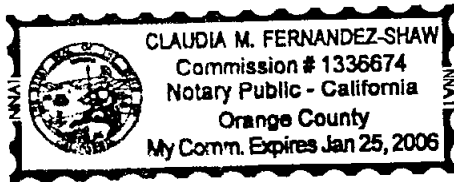
Claudia M. Fernandez-Shaw, Notary Public,  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Patricia Healy

Name(s) of Signer(s)

- ☒ personally known to me  
☐ 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.



WITNESS my hand and official seal.

Claudia M. Fernandez-Shaw  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document  
And could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

### RIGHT THUMBPRINT OF SIGNER

Top of thumb here

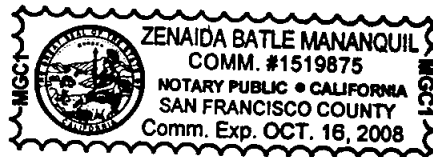
ACKNOWLEDGMENTS

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) SS.

On OCTOBER 17, 2005, before me, the undersigned, a notary public in and for said State, personally appeared WILLIAM C. VICKREY, personally known to me (~~or 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.

WITNESS my hand and official seal.

Zaida B. Mananquil  
Notary Public in and for said State



STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, 200\_\_, before me, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of YOLO

SS.

On OCTOBER 25, 2005 before me, GREGORY L. HOLIOM, NOTARY PUBLIC

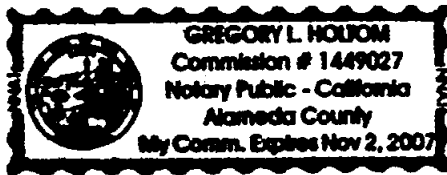
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared OWIGHT V. WEATHERS

Name(s) of Signer(s)

☒ personally known to me  
☐ 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.

WITNESS my hand and official seal.

Gregory L. Holiom  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: RECIPROCAL EASEMENT AGREEMENT

Document Date: 9-20-05

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# CERTIFICATE OF ACCEPTANCE

Agency: JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS  
Project: Court of Appeal, Fourth Appellate District, Div. 3  
Agency Parcel:  
Assessor's Parcel No.: 008-036-34; 008-067-27; 008-067-33; 008-067-40

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Reciprocal Easement Agreement dated September 20, 2005 from THE CITY OF SANTA ANA, a Charter City and Municipal Corporation, to THE STATE OF CALIFORNIA, acting through THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted on August 12, 2005 and the Grantee consents to the recordation thereof by its duly authorized officer.

**Note to Recorder:** If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.

## Accepted

STATE OF CALIFORNIA  
STATE PUBLIC WORKS BOARD

By Marianne Wetzel  
MARIANNE WETZEL  
Assistant Administrative Secretary

Dated: 10/24/05

## Consent

STATE OF CALIFORNIA, acting through  
THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS

By William C. Vickrey  
William C. Vickrey  
Administrative Director of the Courts

Dated: 10-14-05

## Consent

DIRECTOR, DEPARTMENT OF GENERAL SERVICES

By Dwight V. Weathers  
DWIGHT V. WEATHERS  
Real Estate Services Section

Dated: 10-27-05