REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE:
JUNE 4, 2019

TITLE:
APPROVE PURCHASE AND SALE
AGREEMENT IN THE AMOUNT OF
$4,000 FOR PORTIONS OF CITY-OWNED
REAL PROPERTY AT 2501 NORTH
FLOWER STREET
{STRATEGIC PLAN NO. 6, 1}

RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute a purchase and sale agreement with Eugen Charles Andres III and Ann Avery Andres, Trustees of the Andres 1986 Living Trust and Successor Trustees Thereto, for the sale of portions of City-owned property located at 2501 North Flower Street in the amount of $4,000, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

In 2013, as part of an effort to understand the City’s property limits near Santiago Creek, staff commissioned a topography survey of the section between Flower Street and the I-5 Freeway. The survey depicted small portions of private property improvements encroaching into the City’s creek right-of-way from the single-family residential property owned by Ann and Eugene Andres at 2467 North Riverside Drive that included a tennis court, pool, and garage. The land containing the encroachments is situated between a retaining wall establishing the south bank of Santiago Creek and the Andres’ residential lot (Exhibit 1). A review of City records indicated that City permits were issued for these private improvements over 30 years ago.

In November 2016 and July 2017, Public Works Agency staff met with the property owners of 2467 North Riverside Drive to discuss solutions to the encroachment concern. The possibility of adjusting the property boundary was discussed, which would result in the entirety of private improvements to be wholly contained within the adjusted parcel, including the tennis court, pool, garage, and landscape area. The stated improvements have been continuously maintained by Mr. and Mrs. Andres (Exhibits 1 and 2), and the proposed sale reduces or eliminates the City’s liability and maintenance responsibility associated with the private improvements. This option also alleviates any potential issues related to the encroachment, particularly because the improvements were performed under City permits.
Based on City Council discussion during the Closed Session portion of the meeting on June 5, 2018, staff subsequently obtained an opinion of value which considers the property's lack of independent accessibility and development potential, as well as its limited or non-existent marketability. The $4,000 compensation is consistent with the opinion of value.

Sale of the property was discussed at the May 21, 2019, City Council, and the action was continued pending receipt of additional information. Specifically, questions relating to the potential liability, and before and after value of the residential property were discussed. Regarding liability, the sale of the property reduces City's liability related to injury/damage in private improvements, including the pool, tennis court, and garage, which are partially within City land. The sale also relieves the conflict created by the City permitting work, and alleviates a potential claim against the City by estate on diminished value due to title concerns. Regarding the net difference in the value to 2467 North Riverside Drive before and after the sale, the opinion received by the City was a nominal value and consistent with the proposed price of $4,000. The opinion was based on the fact that during the sale, the property value would be based on the square footage of the house and the associated improvements, neither of which change with the additional property.

Pursuant to Section 2-706.1 of the Santa Ana Municipal Code, staff therefore recommends a lot line adjustment to effectively transfer a 4,283-square-foot portion of City property to Mr. and Mrs. Andres for a payment of $4,000. A 10-foot-wide easement will be reserved by the City to access, inspect, maintain, and improve the retaining wall near the new boundary line. The engineering costs associated with the mapping and documentation was paid by Mr. and Mrs. Andres for this Lot Line Adjustment (Exhibit 3). Following recordation of the Lot Line Adjustment, a grant deed (Exhibit 4) must be recorded to complete the process as required by state statute (Subdivision Map Act). A Purchase and Sale Agreement between the parties will memorialize the transaction and ties together the Lot Line adjustment, the Grant Deed, the retaining wall easement reservation, and the purchase price (Exhibit 5).

**STRATEGIC PLAN ALIGNMENT**

Approval of this item supports the City's efforts to meet Goal #6 – Community Facilities & Infrastructure, Objective #1 (establish and maintain a Community Investment Plan for all City assets).

**ENVIRONMENTAL IMPACT**

There is no environmental impact associated with this action.
FISCAL IMPACT

Proceeds in the amount of $4,000 from the sale of land at 2501 North Flower Street will be received into the General Fund Miscellaneous Revenue account (No. 01102002-57071).

APPROVED AS TO FUNDS AND ACCOUNTS:

Fuad S. Sweiss, PE, PLS
Executive Director
Public Works Agency

FSS/WG/TH

Exhibits:
1. Aerial Map
2. Field Pictures
3. Lot Line Adjustment Exhibits
4. Grant Deed
5. Purchase and Sale Agreement

Kathryn Downs, CPA
Executive Director
Finance and Management Services Agency
EXHIBIT 1

SANTIAGO CREEK BOUNDARY
ADJUSTMENT - 2467 NORTH RIVERSIDE DRIVE

CREEK WALL
ANDRES' PROPERTY LIMITS

CREEK WALL
ANDRES' PROPERTY LIMITS
EXHIBIT 3

LOT LINE ADJUSTMENT

LOT LINE ADJUSTMENT NO. 2017-02
(LEGAL DESCRIPTION)

<table>
<thead>
<tr>
<th>OWNERS</th>
<th>EXISTING PARCELS AP NUMBER</th>
<th>PROPOSED PARCELS REFERENCE NUMBER</th>
</tr>
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<tbody>
<tr>
<td>ANDRES CHARLES ANDRES III and ANN AVERY ANDRES, TRUSTEES OF THE ANDRES 1986 LIVING TRUST AND SUCCESSOR TRUSTEES THEREOF</td>
<td>002-050-05 AND PORTION OF 002-020-37</td>
<td>1</td>
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<td>THE CITY OF SANTA ANA, A MUNICIPAL CORPORATION</td>
<td>PORTION OF 002-020-37</td>
<td>2</td>
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</tbody>
</table>

PARCEL 1:

LOTS 6, 7 AND 8 OF TRACT NO. 754, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 22, PAGE 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

THAT PORTION OF GRANT DEED RECORDED DECEMBER 3, 1909 IN BOOK 169 OF DEEDS, PAGE 191, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTH 64°32'02" EAST 1.29 FEET ALONG THE NORTHERLY LINE OF LOT 9 OF SAID TRACT NO. 754; THENCE NORTH 9°16'50" WEST 10.43 FEET; THENCE SOUTH 76°15'50" WEST 27.78 FEET; THENCE SOUTH 77°52'34" WEST 20.54 FEET; THENCE SOUTH 75°56'05" WEST 25.15 FEET; THENCE SOUTH 73°34'48" WEST 23.47 FEET; THENCE SOUTH 69°44'44" WEST 24.27 FEET; THENCE SOUTH 67°52'46" WEST 22.89 FEET; THENCE SOUTH 66°39'32" WEST 22.75 FEET; THENCE SOUTH 65°37'56" 5.79 FEET TO THE PROLONGATION OF THE WEST LINE OF SAID LOT 6; THENCE SOUTH 26°35'33" EAST 33.56 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT 6; THENCE NORTH 64°32'02" EAST 165.70 FEET ALONG THE NORTHERLY LINE OF SAID LOTS 6, 7, AND 8 TO THE POINT OF BEGINNING.

CONTAINED WITHIN SAID PARCEL 1, 26,986 SQUARE FEET, 0.619 ACRES MORE OR LESS.

PARCEL 2:

THAT PORTION OF THE SANTIAGO CREEK CHANNEL E08 AS DESCRIBED BY GRANT DEED RECORDED DECEMBER 3, 1909 IN BOOK 169 OF DEEDS, PAGE 191.

EXCEPTING THEREFROM THAT PORTION OF SAID GRANT DEED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTH 64°32'02" EAST 1.29 FEET ALONG THE NORTHERLY LINE OF LOT 9 OF SAID TRACT NO. 754; THENCE NORTH 9°16'50" WEST 10.43 FEET; THENCE SOUTH 76°15'50" WEST 27.78 FEET; THENCE SOUTH 77°52'34" WEST 20.54 FEET; THENCE SOUTH 75°56'05" WEST 25.15 FEET; THENCE SOUTH 73°34'48" WEST 23.47 FEET; THENCE SOUTH 69°44'44" WEST 24.27 FEET; THENCE SOUTH 67°52'46" WEST 22.89 FEET; THENCE SOUTH 66°39'32" WEST 22.75 FEET; THENCE SOUTH 65°37'56" 5.79 FEET TO THE PROLONGATION OF THE WEST LINE OF SAID LOT 6; THENCE SOUTH 26°35'33" EAST 33.56 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT 6; THENCE NORTH 64°32'02" EAST 165.70 FEET ALONG THE NORTHERLY LINE OF SAID LOTS 6, 7, AND 8 TO THE POINT OF BEGINNING.
# LOT LINE ADJUSTMENT

**LOT LINE ADJUSTMENT NO. 2017-02**

**LEGAL DESCRIPTION**

<table>
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CONTAINED WITHIN SAID PARCEL 2 177,592 SQUARE FEET, 4.077 ACRES MORE OR LESS.

SUBJECT TO ALL MATTERS OF RECORD, IF ANY.

SUBJECT TO A RETAINING WALL EASEMENT TO BE RESERVED BY DEED FOLLOWING THE RECORDING OF THIS LOT LINE ADJUSTMENT.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B", AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

TREVOR D. RICE, P.L.S. 8862

PROFESSIONAL LAND SURVEYOR
STATE OF CALIFORNIA

EXHIBIT "A"  
60A-10  
SHEET 2 OF 2
LOT LINE ADJUSTMENT
LOT LINE ADJUSTMENT NO. 2017-02
(PLOT MAP)

<table>
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PARCEL 2
AREA = 177,592 SQUARE FEET
4.077 ACRES

SCALE: 1"=100'

EXHIBIT "B"
LOT LINE ADJUSTMENT

LOT LINE ADJUSTMENT NO. 2017-02
(PLLOT MAP)

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PARCEL 2
SANTIAGO CREEK CHANNEL
DEED BOOK 169/191

TRACT NO. 754

PARCEL 1
AREA = 26,986 SQUARE FEET
0.619 ACRES

LINE DATA:

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<th>L1</th>
<th>N63°21'28&quot;E</th>
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<tr>
<td>L2</td>
<td>N63°21'28&quot;E</td>
<td>39.54'</td>
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<tr>
<td>L3</td>
<td>N64°32'02&quot;E</td>
<td>50.02'</td>
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<tr>
<td>L4</td>
<td>N64°32'02&quot;E</td>
<td>52.65'</td>
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<td>L5</td>
<td>N64°32'02&quot;E</td>
<td>63.03'</td>
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<td>L6</td>
<td>N64°32'02&quot;E</td>
<td>1.29'</td>
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<td>L7</td>
<td>N09°16'50&quot;W</td>
<td>10.43'</td>
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<td>L8</td>
<td>N76°15'50&quot;E</td>
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<td>L9</td>
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<td>L14</td>
<td>N66°39'32&quot;E</td>
<td>22.75'</td>
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<tr>
<td>L15</td>
<td>N65°37'56&quot;E</td>
<td>5.79'</td>
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<tr>
<td>L16</td>
<td>N26°33'33&quot;W</td>
<td>33.56'</td>
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SCALE: 1"=40'

EXHIBIT "B"
LOT LINE ADJUSTMENT

LOT LINE ADJUSTMENT NO. 2017-02
(PLOT MAP)

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NOTE:
ATTACHED HERETO AND MADE A PART OF EXHIBIT "A".

THE DATA SHOWN HEREON IS NOT THE RESULT OF A BOUNDARY SURVEY, BUT IS RECORD DATA PER RECORD OF SURVEY 89-1033, R.S.B. 125/16-22

LAND AREA:
PARCEL 1:
26,966 SQUARE FEET
0.619 ACRES

PARCEL 2:
177,592 SQUARE FEET
4.077 ACRES

LEGEND:
- PROPOSED PARCEL 1
- EXISTING LOT LINE TO BE ADJUSTED
- EXISTING LOT LINE CENTERLINE
- EASEMENT LINE

A - AN EASEMENT IN FAVOR OF SO. CAL INVESTMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED 6/07/1926 IN BOOK 655 PAGE 173, OF DEEDS.

B - COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED IN BOOK 459, PAGE 491 OF OFFICIAL RECORDS.

C - 10.00' EASEMENT FOR RETAINING WALL, ACCESS, MAINTENANCE AND IMPROVEMENT PURPOSES RESERVED TO THE CITY OF SANTA ANA EXCEPTING THEREFROM THE LOCATIONS OF EXISTING STRUCTURES SHOWN ON EXHIBIT "C" OF THIS LOT LINE ADJUSTMENT. SAID EASEMENT WILL BE RECORDED BY SEPARATE DOCUMENT AFTER THE FILING OF THIS LOT LINE ADJUSTMENT.

EXHIBIT "B"

SANTIAGO CREEK CHANNEL
DEED BOOK 169/191
LOT 8
TRACT NO. 754
M.M. 22 / 37

RADIAL DATA:
RAD. 1: N26°38'25"W
RAD. 2: N25°35'23"W
RAD. 3: N20°33'47"W

CURVE DATA:
C1: R=570.00' Δ=60°43'38" L=60.46' A=103°01' L=10.45'
C2: R=570.00' Δ=5°01'37" L=50.01' A=00°32'12" L=80.27'

SCALE: 1"=10'

60A-14
LOT LINE ADJUSTMENT NO. 2017-02
(SITE PLAN)
ATTACHED HERETO TO EXHIBIT "A" FOR REFERENCE ONLY

<table>
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NOTE:
SEE SHEET 2 OF EXHIBIT "C" FOR EASEMENT NOTE AND LEGEND

SCALE: 1" = 30'

TRACT NO. 754
M.M. 22 / 37

RIVERSIDE DRIVE

EXHIBIT "C"
60A-15
LOT LINE ADJUSTMENT NO. 2017-02
(SITE PLAN)

<table>
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<td>2</td>
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**LEGEND:**
- PROPOSED PARCEL 1
- EXISTING LOT LINE TO BE REMOVED
- EXISTING LOT LINE
- EASEMENT LINE
- BUILDING LINE
- BLOCK WALL
- CONCRETE PAVEMENT

**A** AN EASEMENT IN FAVOR OF SO. CAL INVESTMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED 6/07/1926 IN BOOK 655 PAGE 173, OF DEEDS.

**B** COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED IN BOOK 459, PAGE 491 OF OFFICIAL RECORDS.

**C** 10.00' EASEMENT FOR RETAINING WALL, ACCESS, MAINTENANCE AND IMPROVEMENT PURPOSES RESERVED TO THE CITY OF SANTA ANA EXCEPTING THEREFROM THE LOCATIONS OF EXISTING STRUCTURES SHOWN ON PAGE 1 OF THIS EXHIBIT "C". SAID EASEMENT WILL BE RECORDED BY SEPARATE DOCUMENT AFTER THE FILING OF THIS LOT LINE ADJUSTMENT.
EXHIBIT 4

When recorded, please mail this Instrument to:

Clark of the Council
City of Santa Ana
20 Civic Center Plaza, M-30
Santa Ana, California 92701

Free recording requested by
The City of Santa Ana per

Government Code Section 6103.

<table>
<thead>
<tr>
<th>Cancel</th>
<th>Approved AS TO Form BY Aty.</th>
<th>Approved By Director</th>
<th>Description Written BY</th>
<th>Description Checked-O.K.</th>
<th>A.P. Number</th>
<th>RW Map Number</th>
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<td>A.C.</td>
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<td></td>
<td>002-020-37</td>
<td>NW 57</td>
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</table>

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The CITY OF SANTA ANA, a Charter City and Municipal Corporation of the State of California

Does Hereby Grant to Eugen Charles Andres III and Ann Avery Andres, Trustees of the Andres 1986 Living Trust and Successor Trustees Thereto, the real property in the City of Santa Ana, County of Orange, State of California, described as follows:

That portion of Parcel 1 of Lot Line Adjustment No. 2017-02, recorded as Instrument No. ______ in the Official Records of Orange County, said portion described in Exhibit "A" attached hereto and by this reference made a part hereof, reserving an easement over said portion to the CITY OF SANTA ANA for retaining wall and other purposes as described in said Exhibit "A". City shall have no obligation to repair or replace any improvements within the retaining wall easement area that either currently exist or may thereafter be constructed.

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

For: The CITY OF SANTA ANA

Dated: ____________________________

STATE OF CALIFORNIA

COUNTY OF ________________

On ____________________________ before me,

________________________________

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 entity upon 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 ____________________________________

(This area for official notarial seal)

60A-17
EXHIBIT “A”

LEGAL DESCRIPTION TO ACCOMPANY GRANT DEED FOR PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 2017-02 FROM THE CITY OF SANTA ANA TO EUGEN CHARLES ANDRES III AND ANN AVERY ANDRES, TRUSTEES OF THE ANDRES 1986 LIVING TRUST AND SUCCESSORS TRUSTEES THERETO

IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN THE GRANT DEEDRecorded DECEMBER 3, 1909 IN BOOK 169 OF DEEDS, PAGE 191, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTH 64°32’02” EAST 1.29 FEET ALONG THE NORTHERLY LINE OF LOT 9 OF SAID TRACT NO. 754; THENCE NORTH 9°16’50” WEST 10.43 FEET; THENCE SOUTH 76°15’50” WEST 27.78 FEET; THENCE SOUTH 77°52’34” WEST 20.54 FEET; THENCE SOUTH 75°56’05” WEST 25.15 FEET; THENCE SOUTH 73°34’43” WEST 23.47 FEET; THENCE SOUTH 69°44’44” WEST 24.27 FEET; THENCE SOUTH 67°52’46” WEST 22.89 FEET; THENCE SOUTH 66°39’32” WEST 22.75 FEET; THENCE SOUTH 65°37’56” 5.79 FEET TO THE PROLONGATION OF THE WEST LINE OF SAID LOT 6; THENCE SOUTH 26°35’33” EAST 33.56 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT 6; THENCE NORTH 64°32’02” EAST 165.70 FEET ALONG THE NORTHERLY LINE OF SAID LOTS 6, 7, AND 8 TO THE POINT OF BEGINNING.

CONTAINING 4,283 SQUARE FEET, MORE OR LESS.

RESERVING A TEN (10.00) FOOT WIDE EASEMENT ALONG THE NORTHERLY LINE OF SAID LAND TO THE CITY OF SANTA ANA FOR RETAINING WALL, ACCESS, MAINTENANCE AND IMPROVEMENT PURPOSES, EXCEPTING THEREFROM THE LOCATIONS OF EXISTING STRUCTURES AS SHOWN ON EXHIBIT "C" OF LOT LINE ADJUSTMENT NO. 2017-02.

SEE EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF FOR THE LIMITS OF THE ABOVE DESCRIBED LAND AND EASEMENT RESERVATION.

SEE EXHIBIT “C” ATTACHED HERETO AND MADE A PART HEREOF FOR SAID LOT LINE ADJUSTMENT NO. 2017-02.

THIS LEGAL DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

TREVOR D. RICE, PLS 8862
SIGNED: 11/15/17

D. Woolley & Associates, Inc., 2832 Walnut Avenue, Suite A, Tustin, California 92780
David E. Woolley, Professional Land Surveyor 7304
This document is marked preliminary unless signed.
EXHIBIT "B"  
PLAT

PARCEL 2  
SANTIAGO CREEK CHANNEL  
DEED BOOK 169/191

PARCEL 1  
AREA = 26,986 SQUARE FEET  
0.619 ACRES

TRACT NO. 754

RIVERSIDE DRIVE

SCALE: 1" = 40'

PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED DECEMBER 3, 1909 IN BOOK 169 OF DEEDS, PAGE 191 CONVEYED FROM THE CITY OF SANTA ANA TO EUGEN CHARLES ANDRES III AND ANN AVERY ANDRES, TRUSTEES OF THE ANDRES 1986 LIVING TRUST AND SUCCESSORS TRUSTEES THERETO.

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

TREVOR D. RICE, P.L.S. 8862

60A-19
EXHIBIT "B"
PLAT

NOTE:
ATTACHED HERETO AND MADE A PART OF EXHIBIT "A".

THE DATA SHOWN HEREON IS NOT THE RESULT OF A BOUNDARY SURVEY, BUT IS RECORD DATA PER RECORD OF SURVEY 89-1033, R.S.B. 125/16-22.

LAND AREA:
PARCEL 1:
26,936 SQUARE FEET
0.619 ACRES
PARCEL 2:
177,592 SQUARE FEET
4.077 ACRES

SCALE: 1"=10'

LEGEND:

PROPOSED PARCEL 1
EXISTING LOT LINE TO BE ADJUSTED
EXISTING LOT LINE
EASEMENT LINE
CENTERLINE

A- AN EASEMENT IN FAVOR OF SO. CAL INVESTMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENTRecorded 6/07/1926 IN BOOK 655 PAGE 173, OF DEEDS.

B- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED IN BOOK 459, PAGE 491 OF OFFICIAL RECORDS.

C- 10.00' EASEMENT FOR RETAINING WALL, ACCESS, MAINTENANCE AND IMPROVEMENT PURPOSES RESERVED TO THE CITY OF SANTA ANA EXCEPTING THEREFROM THE LOCATIONS OF EXISTING STRUCTURES SHOWN ON EXHIBIT "C" OF THIS LOT LINE ADJUSTMENT. SAID EASEMENT WILL BE RECORDED BY SEPARATE DOCUMENT AFTER THE FILING OF THIS LOT LINE ADJUSTMENT.

RADIAL DATA:
RAD. 1: N26°38'25"W
RAD. 2: N25°35'23"W
RAD. 3: N20°33'47"W

CURVE DATA:
LOT LINE ADJUSTMENT

LOT LINE ADJUSTMENT NO. 2017-02
(SITE PLAN)
ATTACHED HERETO TO EXHIBIT "A" FOR REFERENCE ONLY

<table>
<thead>
<tr>
<th>OWNERS</th>
<th>EXISTING PARCELS AP NUMBER</th>
<th>PROPOSED PARCELS REFERENCE NUMBER</th>
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<td>THE CITY OF SANTA ANA, A MUNICIPAL CORPORATION</td>
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NOTE:
SEE SHEET 2 OF EXHIBIT "C" FOR EASEMENT NOTE AND LEGEND

SCALE: 1" = 30'
PURCHASE AND SALE AGREEMENT

Property APN: Portion of 002-020-37 immediately adjacent to APN No. 002-050-05 (latter commonly known as 2467 N. Riverside Drive, Santa Ana, California)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") dated, for reference purposes only, as of June 4, 2019, is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the state of California ("Seller"), and Eugen Charles Andres III and Ann Avery Andres, Trustees of the Andres 1986 Living Trust and Successor Trustees Thereto ("Buyer"), with reference to the following.

RECITALS

A. Seller owns that certain land bearing APN No. 002-020-37, commonly known as 2501 N. Flower Street, Santa Ana, California, as more specifically described on Exhibit A ("Seller's Property").

B. Buyer owns that certain land bearing APN No. 002-050-05, commonly known as 2467 N. Riverside Drive, Santa Ana, California, as more specifically described on Exhibit B ("Buyer's Property").

C. In contemplation of a lot line adjustment by Buyer, Seller wishes to sell, and Buyer wishes to purchase, that portion of Seller's Property that lies immediately adjacent to Buyer's Property, as more specifically described in the form of grant deed appearing as Exhibit C ("Conveyed Property").

D. Situated between the Conveyed Property and the drainage course known as Santiago Creek, is a retaining wall which will remain within the Seller’s Property.

E. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Conveyed Property.

AGREEMENT

The parties therefore agree as follows:

1. Agreement to Sell and to Purchase. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey, and Buyer agrees to purchase, the Conveyed Property.

2. Purchase Price. In full and complete payment for a fee interest in the Conveyed Property, Buyer shall pay to Seller the sum of Four Thousand Dollars and No Cents ($4,000.00) no later than thirty (30) days following full execution of this Agreement.

3. Grant Deed. Upon payment of the purchase price, Seller agrees to convey the Conveyed Property to Buyer by grant deed, a copy of which is attached as Exhibit C and is
incorporated herein by reference. Effective at recordation of such deed, Seller hereby grants Buyer physical and legal possession of the Conveyed Property.

4. **Easement in Favor of Seller.** Seller will reserve within the grant deed a perpetual easement and right-of-way within a portion of the Conveyed Property to access, inspect, maintain, and replace, if necessary, the retaining wall situated north of the Conveyed Property as appearing on Exhibit C as the "Rock Wall." City shall have no obligation to repair or replace any improvements within the easement area that either currently exist or may thereafter be constructed.

5. **Transfer Costs.** Seller shall pay the cost of all documentary transfer fees and recording fees, as may be applicable, and all other costs and expenses incurred related to the sale of the Conveyed Property to Buyer.

6. **As-Is Condition of Conveyed Property.** Buyer acknowledges that Buyer is purchasing the Conveyed Property with full knowledge of its condition and that no representations or warranties of any kind whatsoever, express or implied, have been made by Seller. Buyer further agrees to purchase the Conveyed Property in "AS-IS" condition with any and all faults.

7. **No Warranties.** Buyer acknowledges and agrees that except for the express representations, warranties and covenants of Seller set forth in this Agreement, Seller has not made, does not make, and specifically disclaims any and all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the Conveyed Property, including, but not limited to: (a) the nature, quality, or condition of the Conveyed Property; (b) any income to be derived from the Conveyed Property; (c) the suitability of the Conveyed Property for any and all activities and uses which Buyer may conduct thereon; (d) the compliance of or by the Conveyed Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, but not limited to, any state or federal environmental law, rule or regulation; (e) the habitability, merchantability, or fitness of the Conveyed Property for a particular purpose; or (f) any other matter with respect to the Conveyed Property. Notwithstanding anything herein to the contrary, Seller is conveying the Conveyed Property to Buyer "as is, where is", and with all faults and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller, except for the representations, warranties and covenants of Seller set forth in this agreement.

8. **Taxes.** Seller, as a government agency, has not been subject to real property tax assessment on the Conveyed Property. Transfer of title to Buyer by grant deed will subject the Conveyed Property to an assessment from the Orange County Office of the Assessor and shall be the sole obligation of the Buyer henceforth.

9. **Assignment.** Buyer and Seller agree that this Agreement shall be binding upon their respective heirs, executors, administrators, successors or assigns.
10. **Notices.** Any notice either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified United States mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time notice is delivered to the address below. Either party may designate by written notice to the other party another address for notice.

<table>
<thead>
<tr>
<th>To Seller:</th>
<th>To Buyer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Santa Ana</td>
<td>Eugen Charles Andres III and Ann Avery</td>
</tr>
<tr>
<td>20 Civic Center Plaza</td>
<td>Andres, Trustees of the Andres 1986</td>
</tr>
<tr>
<td>P.O. Box 1988</td>
<td>Living Trust and Successor Trustees</td>
</tr>
<tr>
<td>Santa Ana, CA 92702</td>
<td>Thereto</td>
</tr>
<tr>
<td>Attn: Clerk of the Council</td>
<td>2467 N. Riverside Drive</td>
</tr>
<tr>
<td></td>
<td>Santa Ana, CA 92706</td>
</tr>
</tbody>
</table>

11. **Miscellaneous Provisions.**

11.1. **Waiver.** The waiver of any provision of this Agreement shall be invalid unless evidenced by a writing signed by the party to be charged therewith. The waiver of, or failure to enforce, any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision hereof. The waiver by either or both parties of the time for performing an act shall not be a waiver of the time for performing any other act or acts required hereunder.

11.2. **Modifications.** No change or addition to this Agreement or any part hereof shall be valid unless in writing and signed by each of the parties.

11.3. **Governing Law.** This Agreement shall be governed by California law. Venue for any dispute arising from or relating to this Agreement shall be the state and federal courts located in Orange County, California.

11.4. **Headings.** The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

11.5. **Further Acts.** Each party agrees to take such further action and to execute and deliver such further documents as may be necessary to carry out the purposes of this Agreement.

11.6. **No Attorney’s Fees.** If either party incurs attorney’s fees to enforce this Agreement or because of a breach of this Agreement by the other party, the prevailing party shall not be entitled to recover attorneys’ fees from the other party.

11.7. **Time.** Time is of the essence with respect to this Agreement.

11.8. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein. There are no representations, agreements, arrangements, or understandings, verbal or written, between the parties hereto, relating to the subject matter herein, that are not fully expressed herein.
11.9. **Authority to Execute Agreement.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

11.10. **Counterparts.** This Agreement may be executed in counterparts, including by facsimile or electronic mail, each of which so executed counterpart shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SANTA ANA

---

Kristine Ridge
City Manager

---

Norma Mitre
Acting Clerk of the Council

BUYER:

---

Eugen Charles Andres III, Trustee of the Andres 1986 Living Trust

Ann Avery Andres, Trustee of the Andres 1986 Living Trust

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

---

By: John M. Funk
Assistant City Attorney
PURCHASE AND SALE AGREEMENT

EXHIBIT A

SELLER'S PROPERTY

LEGAL DESCRIPTION

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

ALL THAT PORTION OF LOT 26 LYING EAST OF THE EAST LINE OF LOTS 4 AND 9, AND THAT PORTION OF SAID LOTS 4 AND 26 LYING NORTH OF A LINE DESCRIBED AS follows:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 26, 417 FEET SOUTH 1° 02'-3' WEST OF THE SOUTHWEST CORNER OF SAID LOT 9, AND RUNNING THENCE NORTH 56° 32'-2' EAST 174.5 FEET; THENCE NORTH 63° 32'-3' EAST 288.4 FEET; AND THENCE NORTH 82° 27'-3' EAST 263.30 FEET; MORE OF LESS, TO THE EAST LINE OF SAID LOT 4; ALL IN THE "POTTS, BORDEN AND SIDWELL TRACT", AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 624 OF MISCELLANIOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THOSE PORTIONS AS CONVEYED TO THE STATE OF CALIFORNIA, EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THOSE PORTIONS AS CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEEDS RECORDED JUNE 10, 1992 AS INSTRUMENT NO. 1992-391904 OF OFFICIAL RECORDS AND RECORDED MAY 22, 2002 AS INSTRUMENT NO. 2002-432665 OF OFFICIAL RECORDS.

APN: 002-020-37

60A-27
PURCHASE AND SALE AGREEMENT

EXHIBIT B

BUYER'S PROPERTY

LEGAL DESCRIPTION

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

LOTS 6, 7 AND 8 OF TRACT NO. 754, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 22, PAGE 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 002-050-05
PURCHASE AND SALE AGREEMENT

EXHIBIT C
GRANT DEED

When recorded, please mail this Instrument to:
Clerk of the Council
City of Santa Ana
20 Civic Center Plaza, M-30
Santa Ana, California 92701

Free recording requested by
The City of Santa Ana per

Government Code Section 6103.

<table>
<thead>
<tr>
<th>Cancel</th>
<th>Approved AS TO Form BY Atty.</th>
<th>Approved BY Director</th>
<th>Description Written BY</th>
<th>Description Checked-O.K.</th>
<th>A.P. Number</th>
<th>RW Map Number</th>
<th>Project Number</th>
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</thead>
<tbody>
<tr>
<td>T.D.R.</td>
<td>A.C.</td>
<td></td>
<td></td>
<td></td>
<td>002-020-37</td>
<td>NW 57</td>
<td></td>
</tr>
</tbody>
</table>

Deed No. 8644

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The CITY OF SANTA ANA, a Charter City and Municipal Corporation of the State of California

Does Hereby Grant to Eugen Charles Andres III and Ann Avery Andres, Trustees of the Andres 1986 Living Trust and Successor Trustees Thereto, the real property in the City of Santa Ana, County of Orange, State of California, described as follows:

That portion of Parcel 1 of Lot Line Adjustment No. 2017-02, recorded as Instrument No. in the Official Records of Orange County, said portion described in Exhibit "A" attached hereto and by this reference made a part hereof, reserving an easement over said portion to the CITY OF SANTA ANA for retaining wall and other purposes as described in said Exhibit "A". City shall have no obligation to repair or replace any improvements within the retaining wall easement area that either currently exist or may thereafter be constructed.

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

Dated: __________________________
STATE OF CALIFORNIA
COUNTY OF ____________________

On _________________ before me,

________________________________________
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 entity upon 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 __________________________

For: The CITY OF SANTA ANA

By: __________________________

South side of Santiago Creek BO Flower Street

60A-29

PAGE 1 OF 5
PURCHASE AND SALE AGREEMENT
EXHIBIT C
GRANT DEED

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION TO ACCOMPANY GRANT DEED FOR PORTION OF PARCEL I OF LOT LINE ADJUSTMENT NO. 2017-02 FROM THE CITY OF SANTA ANA TO EUGEN CHARLES ANDRES III AND ANN AVERY ANDRES, TRUSTEES OF THE ANDRES 1986 LIVING TRUST AND SUCCESSORS TRUSTEES THEREOF

IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 3, 1909 IN BOOK 169 OF DEEDS, PAGE 191, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTH 64°32'02" EAST 1.29 FEET ALONG THE NORTHERLY LINE OF LOT 9 OF SAID TRACT NO. 754; THENCE NORTH 9°16'50" WEST 10.43 FEET; THENCE SOUTH 76°15'50" WEST 27.78 FEET; THENCE SOUTH 77°52'34" WEST 20.54 FEET; THENCE SOUTH 75°56'05" WEST 25.15 FEET; THENCE SOUTH 73°34'48" WEST 23.47 FEET; THENCE SOUTH 69°44'44" WEST 24.27 FEET; THENCE SOUTH 67°52'46" WEST 22.89 FEET; THENCE SOUTH 66°39'32" WEST 22.75 FEET; THENCE SOUTH 65°37'56" 5.79 FEET TO THE PROLONGATION OF THE WEST LINE OF SAID LOT 6; THENCE SOUTH 26°35'33" EAST 33.56 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT 6; THENCE NORTH 64°32'02" EAST 165.70 FEET ALONG THE NORTHERLY LINE OF SAID LOTS 6, 7, AND 8 TO THE POINT OF BEGINNING.

CONTAINING 4,283 SQUARE FEET, MORE OR LESS.

RESERVING A TEN (10.00) FOOT WIDE EASEMENT ALONG THE NORTHERLY LINE OF SAID LAND TO THE CITY OF SANTA ANA FOR RETAINING WALL, ACCESS, MAINTENANCE AND IMPROVEMENT PURPOSES, EXCEPTING THEREFROM THE LOCATIONS OF EXISTING STRUCTURES AS SHOWN ON EXHIBIT "C" OF LOT-LINE ADJUSTMENT NO. 2017-02.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR THE LIMITS OF THE ABOVE DESCRIBED LAND AND EASEMENT RESERVATION.

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF FOR SAID LOT LINE ADJUSTMENT NO. 2017-02.

THIS LEGAL DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNED: 11/15/17

PREVOR D. RICE, PLS 8862

D. Woolley & Associates, Inc., 2832 Walnut Avenue, Suite A, Tustin, California 92780
David E. Woolley, Professional Land Surveyor 7304
This document is marked preliminary unless signed.

PAGE 2 OF 5
PURCHASE AND SALE AGREEMENT
EXHIBIT C
GRANT DEED
EXHIBIT "B" TO GRANT DEED
PLAT
PARCEL 2
SANTIAGO CREEK CHANNEL
DEED BOOK 169/191

PARCEL 1
AREA = 26,986 SQUARE FEET
0.619 ACRES

LINE DATA:
L1 - N63°21'28"E 49.98'
L2 - N63°21'28"E 39.54'
L3 - N64°32'02"E 50.02'
L4 - N64°32'02"E 52.65'
L5 - N64°32'02"E 63.03'
L6 - N64°32'02"E 1.29'
L7 - N09°16'50"W 10.43'
L8 - N76°15'50"E 27.78'
L9 - N77°52'34"E 20.54'
L10 - N75°56'05"E 25.15'
L11 - N73°34'48"E 23.47'
L12 - N69°44'44"E 24.27'
L13 - N67°52'46"E 22.89'
L14 - N66°39'32"E 22.75'
L15 - N65°37'56"E 5.79'
L16 - N26°35'33"W 33.56'

THIS EXHIBIT WAS PREPARED
BY ME OR UNDER MY DIRECT
SUPERVISION.

TREVOR D. RICE, P.L.S. 8862

PAGE 3 OF 5

60A-31
PURCHASE AND SALE AGREEMENT
EXHIBIT C
GRANT DEED

EXHIBIT "B" TO GRANT DEED

PLAT

NOTE:
ATTACHED HERETO AND MADE A PART OF EXHIBIT "A".

THE DATA SHOWN HEREON IS NOT THE RESULT OF A BOUNDARY SURVEY, BUT IS RECORD DATA PER RECORD OF SURVEY 89-1033, R.S.B. 125/16-22

LAND AREA:
PARCEL 1:
26,986 SQUARE FEET
0.619 ACRES

PARCEL 2:
177,592 SQUARE FEET
4.077 ACRES

LEGEND:
PROPOSED PARCEL 1
EXISTING LOT LINE TO BE ADJUSTED
EXISTING LOT LINE
EASEMENT LINE
CENTERLINE

A - AN EASEMENT IN FAVOR OF SO. CAL INVESTMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT Records 6/07/1926 IN BOOK 555 PAGE 173, OF DEEDS.

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SANTIAGO CREEK
CHANNEL
DEED BOOK 168/191

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LAND AREA:
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LEGEND:
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EXISTING LOT LINE TO BE ADJUSTED
EXISTING LOT LINE
EASEMENT LINE
CENTERLINE

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PURCHASE AND SALE AGREEMENT
EXHIBIT C
GRANT DEED

LOT LINE ADJUSTMENT

LOT LINE ADJUSTMENT NO. 2017-02
(SITE PLAN)
ATTACHED HERETO TO EXHIBIT "A" FOR REFERENCE ONLY

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NOTE:
SEE SHEET 2 OF EXHIBIT "C" FOR EASEMENT NOTE AND LEGEND

SCALE: 1" = 30'

RIVERSIDE DRIVE EXHIBIT "C" TO GRANT DEED

60A-33