

WARRANT INFORMATION					
Payment Ref.	Date	Remittance to:	Remittance ID:	Payment Amount	Explanation of payment
0197795	07/01/16	David Volz Design – Landscape Architectural Design	0000004828	\$13,669.20	What was this for? <i>Progress payment for the updating of the Streetscape & Median Development Standards by Maint. Services. PRC goal.</i>
0197814	07/01/16	Landworks Development Services – Design Drawings for Westside	0000024172	\$390.00	What was this for? How much is the total contract? <i>These were: Architectural design drawings, renderings and elevations of three distinct architectural styles for the Westside Overlay Design Guidelines; that were presented to and approved by the Planning Commission and City Council. This service is to provide alternative architectural styles for the Westside Overlays. Contract amount - \$10,000</i>
0197919	07/08/16	Orange County Mosquito & Vector Control – Fairview Park/Wetlands Wetlands Vector Control	0000021750	\$959.24	What was this for? <i>It compensates OCMVCD for inspection, monitoring and treatment with mosquito larvicides and insecticides for the ponds and channels at Fairview Park. This work took place in May 2016 and is paid under a Government Agency Agreement to supplement vector control efforts for the Wetlands and Riparian Habitat project.</i>
0198052	07/15/16	Midori Gardens, Inc. – Turf Renovation – Bark Park, Installed Mulch-Harbor/Baker, Installed Plant Material – Harbor, New plants for Harbor/Gisler	0000017059	\$2,400.00	Where did we add mulch at? Harbor/Gisler in the median? <i>Mulch and plants were added throughout the parkways of the Harbor Beautification project to replace pedestrian damaged plants. Limits of work Baker to Gisler primarily in the parkway planters along sidewalks. Nothing in center medians.</i>

0198126	07/22/16	AAA Billiards – Delivery/Set-up, Garlando 21-380 Table Tennis, Cover 21-461 for Table Tennis	0000023056	\$4,254.44	<i>What was this for and where will it be located? How many of them?</i> <i>The purchase was for three new table tennis units for the Senior Center. They replaced the previous units which were no longer safe to transport throughout the space and were at the end of their useful life.</i>
0198223	07/22/16	Rockey Murata Landscape – 6/20/16 Maint. Fairview Wetlands	0000021496	\$4,800.00	<i>What was this for?</i> <i>This is for regularly occurring maintenance: this invoice was primarily for the trimming of plants along pathways, canals & manual removal of algae.</i>

**PH-2 ADDITIONAL DOCUMENTS
APPEAL OF CONDITIONAL USE
PERMIT PA-16-48**



July 28, 2016

Mr. Steve Mensinger, Mayor
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626

Dear Mr. Mensinger,

We were introduced to Debora Wondercheck a few years back after being invited by a friend to see "Beauty and the Beast". We were floored by the performance especially after talking to Debora Wondercheck and finding out that most of the children in the cast had no vocal or acting ability. We also loved that fact that Debora has a love for music and the arts.

She started Arts & Learning in 2004 before the Orange County bankruptcy. The first thing to go in situations like that is always the Arts. And being that Orange County is rich in the Arts with Bowers Museum and Segerstrom Center, Debora knew she had to find a way to bring Music and theatre back to our public schools. Arts & Learning Conservatory is in over 25 schools and is even starting to branch out to Riverside County.

Debora's love for the arts is infectious and right in line with what my wife and I love. My son has even been in small plays they have done. Seeing and hearing, from present and past children that have been involved with Arts & Learning, is why we have been financial partners with the Arts & Learning Conservatory.

We have stepped up to be the primary funders of getting the new building which is presently the Berean Church. The new building fits Arts & Learning perfectly. The Church is giving Arts & Learning all the chairs, sound equipment and has already been upgraded by Berean Church to meet all city and state codes. It had angled walls which makes it perfect for a class room setting and conservatory workshops.



As for the concern about parking and traffic in the business center, that shouldn't be a problem as there is plenty of curb parking and the kids will be dropped off. They have on the minimum 6 productions a year for fundraisers that would only occur a few weekends a year. They do have small class productions, with all of the children being dropped off and picked up by their parents after school or on Saturdays.

They definitely won't have as much traffic as the church which has been operating there for years. The benefit of this space for Arts & Learning as well as for Orange County I believe far outweighs any cons for this use.

Thank you for your time,

Michael Borland
Caryn Hildebrand Borland
pinghead@cox.net

Cc: Mayor Pro Tem Jim Righeimer
Council Members:
Katrina Foley
Sandra Genis
Gary Monahan
CEO Tom Hatch



NEWPORT-MESA Unified School District

2985 Bear Street • Costa Mesa • California 92626 • (714) 424-5000

BOARD OF TRUSTEES

Dana Black • Walt Davenport • Martha Fluor

Judy Franco • Charlene Metoyer • Vicki Snell • Karen Yelsey

Dr. Frederick Navarro, Superintendent

July 28, 2016

Mr. Steve Mensinger, Mayor
City of Cost Mesa
77 Fair Drive
Costa Mesa, California 92626

Dear Mr. Mensinger,

The Arts & Learning Conservatory has been partnering with the Newport-Mesa Unified School District for over eight years. I have served with Ms. Debora Wondercheck, Founder and CEO of Arts & Learning Conservatory, on our Newport-Mesa Visual and Performing Arts Committee for over four years. She is a valuable and contributing member.

In Newport-Mesa, we believe the arts, both visual and performing, are a necessary part of a student's education. We believe that the arts cut across all language, socio-economic, and ethnic barriers. The arts inspire students to think creatively, engage in collaboration and develop leadership skills.

Dr. Terry Bergeson, State Superintendent of Public Instruction of Washington State, said in November of 2001,

"The Arts are an essential part of public education. From dance and music to theatre and the visual arts, the arts give children a unique means of expression, capturing their passions and emotions, and allowing them to explore new ideas, subject matter, and cultures. They bring us joy in every aspect of our lives."

Arts education not only enhances students' understanding of the world around them, but it also broadens their perspective on traditional academics. The arts give us the creativity to express ourselves, while challenging our intellect. The arts integrate life and learning for all students and are integral in the development of the whole person."

The Arts communicate and speak to us in ways that teach literacy and enhance our lives. We must continue to find a place for arts programs and partnerships not only for what it teaches students about art, but for what it teaches us all about the world we live in."

It is my understanding the Arts and Learning Conservatory Board is interested in purchasing an arts building in Costa Mesa. I enthusiastically support this purchase and I encourage the City Council to approve this acquisition. The Arts & Learning Conservatory is widely known throughout our communities for making arts accessible to students throughout our district and beyond. Specifically they have written grants for several of our Title I schools (Sonora,

TeWinkle, Rea and Wilson), who otherwise would have been unable to provide theater to these students. They have an ongoing relationship with many of our schools, including Harbor View, for bringing high quality productions to the students, and have worked with other westside Costa Mesa schools including Adams and Whittier.

Their teaching staff is second to none, many holding master's degrees. They are true professional caring deeply about our students, inspiring them to engage, perform and create in thoughtfully crafted productions which meet the needs of our diverse communities.

Thank you for your continued partnership with Newport-Mesa and support of our students and families. Once again, I urge to support the Arts & Learning Conservatory's acquisition of a permanent home within the City of Costa Mesa.

Respectfully,

Martha Fluor
Member, NMUSD Board of Education
Past President, CA School Boards Association

Cc: Mayor Pro Tem Jim Righeimer
Council Members:
Katrina Foley
Sandra Genis
Gary Monahan
CEO Tom Hatch



Charles W. TeWinkle Intermediate School

ADDITIONAL DOCUMENTS FOR PH-2

August 1, 2016

Mr. Steve Mensinger, Mayor
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626

Dear Mayor Steve Mensinger,

Tewinkle Middle School has had the honor of having the Arts & Learning Conservatory bring theater arts programs to our campus since 2006. For the past 2 years, I have worked directly with the of Arts & Learning Conservatory as the ASB Coordinator in promoting theater to our youth who have a limited amount of extracurricular programs offered to them each year. Many of these students would not have access to these programs outside of school due to their low socioeconomic status. With Tewinkle being a Title One school, the Arts & Learning Conservatory offers the opportunity to develop students into well-rounded individuals. Language skills are developed through theater which is essential for the growth of English Language Learners which is a large population at our school. In addition, students are also developing collaboration, communication, problem solving, and creative thinking skills which align with literacy standards in California.

The Arts & Learning Conservatory has been consistent in faithfully presenting their program to the students, bringing in professional instructors that truly care about the needs of our students. Their curriculum also aligned with the English department as a support to instruction occurring during the school day. By allowing enrichment opportunities that the Arts & Learning Conservatory provides, enables students to apply what they are learning in the classroom which will create more meaning in their lives. I have personally seen students who do not have many friends get involved with the program. By being a part of something positive in the theater has developed students' self-esteem which will essentially drive them to be more successful individuals.

On behalf of Tewinkle and the NMUSD, I highly support the Arts & Learning Conservatory's obtaining a site here within the City of Costa Mesa. They are a valuable asset to our school, and a crucial component in developing of the arts in Costa Mesa, CA.

Sincerely,
Krissy Benson
TeWinkle Middle School
ASB Coordinator
7th Grade World History Teacher
kbenson@nmusd.us



Sonora Elementary

966 Sonora Road, Costa Mesa, CA 92626 (714) 424-7955 Fax (714) 424-4751

Christine Anderson
Principal

Cindy Henthorn
Administrative Assistant

August 1, 2016

To Whom It May Concern:

I am extremely pleased to write this letter of support for Debora Wondercheck and the Arts & Learning Conservatory in support of the many professional and exciting performing art experiences they offer for students who may not otherwise have these powerful opportunities. I met Debora at our community arts planning session and was impressed with her knowledge and high quality theatrical experiences provided for students through the Arts & Learning Conservatory. Debora is a wonderful collaborator with all stakeholders involved in our Community Arts meetings. She brings years of experience and expertise to our discussions and planning. In these bi-annual meetings, teachers, principals, directors, board members, and various community leaders from Costa Mesa and Newport Beach collaborate to enhance the visual and performing arts for all students in our cities. Debora has been an integral part of continuing and growing the arts in our schools. She is a strong advocate for children and their involvement in the arts.

In the spring of 2016, Arts & Learning brought an amazing theatrical experience for about 40 of our students in grades 4-6. Because our school is a "No Excuses University School" with a focus on going to college, the play chosen was "High School Musical" with a twist on being college bound. The Arts & Learning Staff was highly engaging, professional and very knowledgeable in teaching our students all aspects of theater and skills to perform in a major production. Students were thrilled with their experiences all through the process and over the top excited about the actual performance. Teachers, parents and community members were not only entertained but amazed at the quality of the production and the acting and singing of the students performing. Our students learned a great deal as well as experiencing the excitement of performing for an audience.

Our school district has many children of poverty who would not have the opportunity to pay for such a learning experience or attend plays at our local theaters. For many, this is the only way they will ever have such wonderful, life-changing performing art experiences. Arts & Learning is so valuable in our community because they continue to promote the arts in our school district, working collaboratively with our district and community members to keep the arts in the forefront of our district leaders and school board members. Arts & Learning exemplifies all that is excellent in providing art opportunities for students in our school and in our district! We look forward to many more years of a strong partnership with Arts & Learning in bringing outstanding, high quality experiences to the art programs for our students!

Sincerely,

Christine P. Anderson
Principal



NEWPORT-MESA Unified School District
Visual and Performing Arts Department

1050 Arlington Drive • Costa Mesa • CA 92626 • (714) 424-7930 x2144 • fax (714) 424-4761

BOARD OF TRUSTEES

Vicki Snell • Charlene Metoyer • Martha Fluor
Karen Yelsey • Judy A. Franco • Dana Black • Walt Davenport

Dr. Frederick Navarro, Superintendent

2985 Bear Street
Costa Mesa, CA 92626

To the City Council of Costa Mesa:

It is with deep gratitude that I write to support the partnership the Newport-Mesa Unified School District enjoys with Debora Wondercheck and the Arts & Learning Conservatory. I am genuinely excited about the prospect of their move to our wonderful "City of the Arts!"

Mrs. Wondercheck has been a member of the District Arts Commission since its inception and served as an arts partner as we have developed and refined our Strategic Plan for the Arts.

Debora and I taught music together when she was an elementary music teacher with N-MUSD. Teachers and students alike admired her knowledge and professionalism.

Many of my students participate in her after school programs and parents are impressed with the professionalism and care in which their children are given. Arts & Learning is known for its quality and detail to attention. This quality includes instruction, as well as logistical details.

Parents have stated that the Conservatory's calculated sign-in and out system for families, and specified parking areas during instruction times, are professionally run. The safety and care of the students are above and beyond and to the families, it shows.

Debora Wondercheck is a consummate professional; a talented and sought after conductor, a superb cellist and a tireless arts education advocate. Today the Arts & Learning Conservatory is a model arts organization thanks to her leadership.

If you have any questions or would like more information about this amazing organization, please do not hesitate to contact me.

Very Respectfully,

Scott Fitzpatrick
sfitzpatrick@nmusd.us

Teacher on Special Assignment, K-12 Visual and Performing Arts

Subject:

FW: Conditional Use Permit PA-16-48 for Arts and Learning Conservatory and Shared Parking Requirements at 3184 Airway Avenue, Suite A

ADDITIONAL DOCUMENTS FOR PH-2

From: Christensen, Matt [<mailto:Matt.Christensen@am.jll.com>]

Sent: Tuesday, August 02, 2016 2:12 PM

To: CITY COUNCIL <CITYCOUNCIL@ci.costa-mesa.ca.us>

Cc: GREEN, BRENDA <brenda.green@costamesaca.gov>; LEE, MEL <MEL.LEE@costamesaca.gov>; pyklaw@gmail.com

Subject: Conditional Use Permit PA-16-48 for Arts and Learning Conservatory and Shared Parking Requirements at 3184 Airway Avenue, Suite A

For the Council's review,

Please find the below list directly from the City of Costa Mesa. The highlighted demonstrate previous Conditional Use Permits approved/applied for within the Koll-Irvine Community Association.

Matt Christensen

JLL

tel +1 949 885 2989

mobile +1 310 922 4555

matt.christensen@am.jll.com

Lic #: 01840863

From: ARIOS, JUSTIN [<mailto:JUSTIN.ARIOS@costamesaca.gov>]

Sent: Thursday, June 30, 2016 3:02 PM

To: Christensen, Matt <Matt.Christensen@am.jll.com>

Subject: RE: CUP Directory Costa Mesa

Hello,

We don't have a master list that we keep for public reference. I was able to search through our internal permit system and compiled the following MCUP/CUP's for addresses on Airport Loop Drive and/or Airway Ave:

- 3194 B Airport Loop Dr (PA-99-28): CUP to allow a deviation from parking requirements.
- 3194 B Airport Loop Dr (ZA-99-20): MCUP to deviate from shared parking requirements due to off-set hours of operation for a church proposed under PA-99-28.
- 3197 Airport Loop Dr (ZA-03-77): MCUP to allow an increase in overall height of an existing antenna from 60' to 75' due to the raising of the adjacent Red Hill overcrossing (previously approved as ZA-00-54).
- 3197 Airport Loop Dr (ZA-99-70): MCUP to install two new antennas to an existing 61' high monopole and two equipment cabinets.
- 3197 F Airport Loop Dr (ZA-15-28): MCUP to deviate from shared parking requirements due to unique operational characteristics for a CrossFit gym.
- 3198 J Airport Loop Dr (PA-06-11) CUP to allow ISC/lecture Hall in the Industrial Park zoning, with a MCUP for a deviation from shared parking requirements due to off-set hours of operation.
- 3198 Airport Loop Dr (ZA-10-60): MCUP for a martial arts studio with a deviation from shared parking requirements due to unique operational characteristics
- 3199 A2 Airport Loop Dr (PA-05-23): CUP for a private school serving autistic children, grades 5 through 12.
- 2920 Airway Ave (ZA-07-75): MCUP for outdoor storage/staging area under proposed attached canopy.

- 2925 B Airway Ave (ZA-12-17): MCUP to allow fitness training studio (CrossFit) in an industrial zone with a deviation from parking requirements due to offset hours of operation.
- 2925 J Airway Ave (ZA-13-12): MCUP for fitness and nutrition training facility w/group classes.
- 2950 Airway Ave (PA-01-19): CUP to legalize a counseling center in an existing industrial building.
- 2960 Airway Ave, A103 (ZA-08-45): MCUP for modeling and acting school for children and to deviate from shared parking requirements.
- 2970 Airway Ave (PA-10-12): CUP for a sports entertainment center "Sky High Sport" in an existing 40,392 sq. ft. building.
- 3000 Airway Ave (ZA-99-67): MCUP to install 5 antennas on each of three exterior elevations on an existing industrial building.
- 3080 Airway Ave (ZA-06-63): MCUP to deviate from shared parking requirements to allow offices, meeting and training center for Rock Harbor Church.
- 3100 Airway Ave (ZA-14-37): MCUP to deviate from parking requirements based on unique operating characteristics for a personal training studio (one-on-one and by appointment only).
- 3100 Airway Ave, Suite 119 (ZA-04-98): MCUP for a group counseling center in an Industrial Park zone and to allow a reduction in parking requirements due to special operational characteristics.
- 3120 Airway Ave (ZA-08-28): MCUP for a reduction in parking requirements.
- 3130 Airway Ave (ZA-04-25): MCUP for storage of private collection vehicles within the warehouse building.
- 3132 Airway Ave (PA-11-03): CUP to install a 40' long x 40' wide helipad/helistop on the roof of an existing industrial building.
- 3151 Airway Ave (ZA-14-31): MCUP to deviate from shared parking requirements for an optometry practice.
- 3151 Airway Ave (ZA-16-11): MCUP to deviate from shared parking requirements for a chiropractic practice due to unique operating characteristics.
- 3151 Airway Ave (ZA-99-55): MCUP to allow two of the required parking spaces to be covered by a garage for the storage of maintenance equipment.
- 3151 F107 Airway Ave (ZA-15-18): MCUP to deviate from shared parking for a recovery facility for men (individual and group counseling) based on unique operating characteristics.
- 3151 M003 Airway Ave (ZA-10-21): request to establish a medical use within a business park.
- 3184 Airway Ave (PA-16-48): CUP for the following:
 - To establish a music/theater arts and learning program for elementary and middle-school age children called Arts and Learning Conservatory. The proposed Conservatory will be located in an existing 6,000 square foot industrial building formerly utilized by the Berean Community Church. The building will be used for the following uses: administrative offices; after school music and theatre programs from 4:00 pm to 9:00 pm, Monday through Friday; summer day camp from 8:00 am to 3:00 pm, Monday through Friday, from June 15th through August 15th; and theatrical productions on 6 weekends Friday through Sunday throughout the year.
 - To approve a site-specific shared parking arrangement due to unique operating characteristics. A parking study prepared by LSA Associates identified a parking demand of 101 parking spaces
- 3184 J Airway Ave (ZA-15-38): A minor conditional use permit for a deviation from shared parking requirements due to off-set hours of operation for a religious education and cultural assembly use:
 - Monday through Sunday 4:00 a.m. - 6:00 a.m. and 7:00 p.m. - 9:30 p.m.
 - Saturday 10:00 a.m. - 2:00 p.m.
 - Sunday 10:00 a.m. - 2:00 p.m. (10 times per year)
- 3188 E Airway Ave (PA-10-28): CUP for a physical therapy and spinal cord injury treatment facility.

If you have any other questions or concerns, please feel free to contact me.

Thanks,
Justin Arios
Assistant Planner
City of Costa Mesa

From: Christensen, Matt [<mailto:Matt.Christensen@am.ill.com>]
Sent: Tuesday, June 28, 2016 8:58 PM
To: PLANNING COMMISSION <PLANNINGCOMMISSION@ci.costa-mesa.ca.us>
Subject: CUP Directory Costa Mesa

Good Afternoon,

I am looking to obtain a list of past/present CUP or MCUP applications for the Koll/Irvine Business Park.

Cheers,

Matt Christensen
JLL
tel +1 949 885 2989
mobile +1 310 922 4555
matt.christensen@am.ill.com
Lic #: 01840863
[JLL Orange County Website](#)

This email is for the use of the intended recipient(s) only. If you have received this email in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not keep, use, disclose, copy or distribute this email without the author's prior permission. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. The information contained in this communication may be confidential and may be subject to the attorney-client privilege. If you are the intended recipient and you do not wish to receive similar electronic messages from us in the future then please respond to the sender to this effect.

PALMIERI TYLER

ATTORNEYS AT LAW

ANGELO J. PALMIERI (1926-1996)
ROBERT F. WALDRON (1927-1998)

MICHAEL J. GREENE*	ELISE M. KERN
DENNIS W. GHAN*	MELISA R. PEREZ
DAVID D. PARR*	MICHAEL I. KEHOE
CHARLES H. KANTER*	CHADWICK C. BUNCH
PATRICK A. HENNESSEY	ANISH J. BANKER
DON FISHER	RYAN M. PRAGER
WARREN A. WILLIAMS	ERIN BALSARA NADERI
JOHN R. LISTER	ERICA M. SOROSKY
MICHAEL H. LEIFER	JERAD BELTZ
RICHARD A. SALUS	JOSHUA J. MARX
NORMAN J. RODICH	ERIN K. OYAMA
RONALD M. COLE	KATHERINE M. SHAW
MICHAEL L. D'ANGELO	BRIAN GLICKLIN
STEPHEN A. SCHECK	OMAR HASHIM
DONNA L. SNOW	NAZANI N. TEMOURIAN
RYAN M. EASTER	

ALAN H. WIENER*, OF COUNSEL
ROBERT C. IHRKE, OF COUNSEL
GREGORY N. WEILER, OF COUNSEL
MICHAEL C. CHO, OF COUNSEL

JAMES E. WILHELM, RETIRED
DENNIS G. TYLER*, RETIRED
*A PROFESSIONAL CORPORATION

P.O. Box 19712
Irvine, CA 92623-9712

August 2, 2016

Michael H. Leifer
Direct Dial (949) 851-7294
Direct Fax (949) 825-5412
mleifer@ptwww.com

Refer To File No. 35458-003
Document I.D. 1864509.1

VIA E-MAIL

City Council for the City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626

Re: Conditional Use Permit PA-16-48 for Arts and Learning Conservatory and
Shared Parking Requirements at 3184 Airway Avenue, Suite A

Dear Honorable Mayor and Members of the Costa Mesa City Council:

This office represents Koll-Irvine Community Association ("Association"). The Association is the fee owner of all of the parking associated with the business park of which 3184 Airway Avenue, Suite A is a component unit.

The Association appeals the Planning Commission's improper and unsupported approval of the theater/school use proposed for 3184-A Airway Avenue. We request that this letter and its enclosures be included in this administrative record.¹

The Staff Report improperly addresses the Association's objections. The Staff Report inaccurately seems to try to limit the Association's appeal by saying that it is based upon the incompatibility of the proposed use. "Use" was one of a number of substantive issues raised.

¹ We obtained a copy of the Staff Report on Thursday evening, July 28th from the City's website. We immediately noted that the Staff Report was dated July 21, 2016. Unfortunately for all concerned, the Staff Report represented that a copy of the Staff Report was sent to our office. We highly doubt that it was, because we did not receive it. On Friday, July 29th, my office emailed Mel Lee to advise that a copy of the Staff Report had not been received by mail or e-mail. His email auto-responded that he was out of the office. A copy of the Staff Report was eventually received by my office via mail on August 1 for an August 2 hearing.

City Council for the City of Costa Mesa
August 2, 2016
Page 2

The CC&Rs govern 3184-A and the industrial business park as a whole. The Appeal addressed CC&R's, parking and the purported scope of the Planning Commission's approval. Yet, there is no mention, attachment or analysis of the CC&Rs in the Staff Report.

The CUP being sought by the applicant for a theater use at 3184-A Airway Avenue should be denied. At the very minimum, the City should appropriately condition the approval to make clear that it is subject to the rights and authority of the Association and the CC&Rs.

1. The City is not the arbitrator of parking. It cannot approve a "site specific shared parking arrangement" without consent.

In this business park, the Association owns the parking. (See Exs. 1, 12.) The Association sets the rules concerning parking. (See Ex. 1-3.)

On its own, 3184-A does not have any parking. (See Exs. 4, 5; see also Applicant's Letter, Attachment 8 to Staff Report ["require the use of association . . . parking"; "Applicant requests that the Koll/Irvine Center Association grant the right to use . . ."].) Parking arises from the rights and restrictions attendant with the CC&Rs.

The LSA "analysis" is irrelevant. LSA cannot and does not have the right to arbitrate rights or rules relating to parking. Nor does the City.

At the Planning Commission Meeting, the City Attorney asserted that the City is not concerned with the CC&Rs and that the CC&Rs are left up to the private parties.

If that is truly the case that the City is not concerned with the actual rights of the members and the Association, that is a colossal error and misperception. The business park operations are subject to CC&Rs which were legally adopted and put into effect decades ago. Later actions are "subject to" prior title rights. Moreover, the determination as to how parking may be "shared" by the units is subject to the jurisdiction of the Association.

Without the CC&Rs, the Applicant unit has no parking. The City purports to interject itself into the management, regulation and sharing of parking that occurs on property that is owned by the Association and is to be managed and regulated solely by the Association. The City is purporting to approve a "site-specific shared parking arrangement." The City is purporting to grant to the applicant exclusive and superior parking rights over someone else's property without consent. It does not have the authority in this context.

In certain circumstances a public agency may take CC&Rs by eminent domain if necessary and for a public use. If the City proceeds without consent, the City will be treated as inversely condemning the rights of the Association and its members.

City Council for the City of Costa Mesa
August 2, 2016
Page 3

2. Prior City approvals expressly do not provide precedential effect. The City's prior approval of the Berean Church does not provide it with the authority to grant this CUP over the Association's objection.

The Staff Report indicates that the prior City approval for 3184-A "allocated 109 parking spaces" to the Berean Church. The Staff Report makes it appear as though the City allocated parking in order to make it appear as though the City is within its authority to grant this approval. It is anticipated that the Applicant will make similar arguments.

Such assertions are incorrect. In fact, the City and Berean Church have repeatedly recognized that the Association **not the City** is the authority on parking. (See Exs. 6-10.) **Even this Applicant has admitted that it requires use of the Association's property and that it requests the Association to grant the right to use additional parking.** (See Applicant's Letter, Attachment 8 to Staff Report.)

Further, conditional approval adopted by the City concerning the Berean Church CUP **explicitly does not create a precedent upon which future approvals can rely.** (See Ex. 9.)

3. The City and City Staff have not conducted an independent investigation to analyze the proposed use and impacts.

It is unfortunate for all that the Staff Report omits material and fundamental information. It makes sweeping characterizations and mischaracterizations. The City cannot omit and ignore the actual facts in order to make "findings" that are not supported by reality.

If it approves, the City staff has not done sufficient due diligence of the Applicant and its operations. Staff ignores factual information that is far more credible and available. Instead, it portrays as true the representations of the Applicant that are entirely undone by readily available statements by the Applicant which are available to the public.

As one example, the Staff Report repeats the Applicant's assertion that a "parent's vehicle does not remain on-site during the instructional period." (The pretend parking "analysis" conducted by LSA ignored reality and ignored that theater kids have stage moms and dads.)

With all due respect, in this day and age, the Applicant's position that the kids' parents are not going to park on the property is bogus. It demonstrates either an incredible bias by City Staff or abject naiveté. Absolutely no one could credibly believe that position.

The claim that no parking would be utilized in the drop-off/pick-up of elementary and middle school children is flatly ridiculous. The claim in the LSA "analysis" that the use of the

City Council for the City of Costa Mesa

August 2, 2016

Page 4

parking spaces would be temporary is equally ridiculous. All parking is temporary. Whether a space is used for 5 minutes, 30 minutes or an hour, it is parking.

Add to the facts that these are theater school kids, the assumption should reasonably be that moms (and dads) of theater school kids will be at least as attentive, if not more so, than parents of soccer kids, dance kids, etc. In fact, it is very likely that parents will park on-site and walk their children in to the program. Then, they will watch their young thespian perform. It is certain that all parents will park some of the time and some will park there all of the time. Yet, the Applicant misrepresented. The Applicant's paid parking expert ignored. The City Staff bought in.

Further, the information the Applicant makes publicly available demonstrates that for the daily after-school programs during peak pm traffic periods, the Applicant offers 30-minute, 45-minute and 60-minute classes. (See Ex. 11.) Some parents will stay at the site all of the time. All will stay there some of the time. To assert that all stage parents will forego the opportunity to experience the training of their young thespians by driving away for the thirty minute class is an insult to the intelligence of the people of Costa Mesa in particular and the County of Orange in general.

The Applicant's website further contradicts many of the representations made in the Staff Report. (See Ex. 11.)

The City cannot ignore the far more credible publicly available information in order to make the findings to approve the CUP. The Applicant represents certain things to the public and contradictory things to the City. The City simply cannot accept demonstrated falsehoods for the purpose of a property approval. It is particularly improvident and inequitable to do so when such an approval burdens the rights of the Association and its members.

4. The City cannot make the requisite findings to support the adoption of the CUP.

- A. The City cannot find that the proposed use is "substantially compatible with uses in the same general area and would not be materially detrimental to other properties within the area."

There is no evidence that the proposed use will be compatible. In fact, it is not compatible. That is demonstrated by the City's land use matrix and the CC&Rs.

The use being sought is a theater use. That is evident from the plans submitted. Allegedly, there will be 30 performances at the site during the year. As pointed out by the Planning Commission, there is no restriction to prevent the Applicant from renting out the theater to someone else.

City Council for the City of Costa Mesa
August 2, 2016
Page 5

The City's land use matrix sets forth that a theater is not permitted in this zone. That should be the end of the issue.

Neither theater nor school uses are permitted by the CC&Rs. (Exs. 1, 2.) Incompatibility is set forth as a matter of law. The City cannot make a determination of compatibility when the governing contract by and between all of the property owners and occupants determines otherwise.

- B. The City cannot find that the proposed use will "not be materially detrimental . . . or otherwise injurious to property or improvements within the immediate neighborhood."

The governing recorded contract between the properties and the property owners sets forth that the Association has the jurisdiction and authority to regulate and oversee the shared parking. (See Exs. 1-3.)

To the extent that the City is purporting to usurp that authority and jurisdiction it is acting illegally and improperly. In the proposed findings, the City claims that "the parking supply for the complex has been determined adequate." That finding is legally and factually improper.

Again, the City is purporting to grant rights to the applicant over property the applicant does not own. The City does so without any mention or review of the CC&Rs. The City does not require the Applicant to make any demonstration that it has such rights. There is no such proposed condition in the conditions of approval.

In fact, the Applicant does not have such rights. The only rights provided are pursuant to the CC&Rs. The CC&Rs vest the authority in the Association to control and manage the parking--not the City.

Further, the City's reliance on the LSA study is improper. The LSA study is inadequate. It is based upon assumptions that are patently false and purposefully ignores or withholds true information about Applicant's operations. Such as it was, the "analysis" of the "6 weekends" of performances and no parental parking is flatly bogus. For the Theater applicant, LSA just played a role. LSA's performance, however, was pitiful. LSA forgot its lines.

LSA forgot that operations will occur on a daily basis for the school/summer camp components and forgot about stage Moms, Dads, Grandmas and Grandpas parking to drop off and provide an audience for their junior thespians.

City Council for the City of Costa Mesa

August 2, 2016

Page 6

- C. The City cannot make the finding that "Granting the conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation for the property."

This business park is designated Industrial Park in the General Plan. The City has already decided that a theater use is not permitted in the Industrial Park zone.

5. As shown by the Planning Commission approval and the Staff Reports, the City has not been impartial.

The City's Staff Report omits and ignores the actual facts in order to support "findings." When one omits facts and ignores countervailing information, they are biased and not impartial.

Further evidence of the City's lack of partiality is in the Planning Commission's Approved Minutes (Attachment 7 of the Staff Report). The Planning Commission's Minutes are not an accurate statement of what transpired at the Planning Commission Meeting.²

As one example, the Minutes claim: "Commissioner Andranian asked the applicant if they would lease the building to other theater companies. Ms. Wondercheck responded: No, it will be limited to only their own productions." (See Attachment 7 to Staff Report.)

That is not what Ms. Wondercheck said at the Planning Commission meeting.

In actuality, review of the video from the Planning Commission meeting demonstrates that Ms. Wondercheck responded, "I hadn't thought about that . . . that's not something that we've discussed at this point in time, **it's something we would probably be open to . . .**" (See Video of Planning Commission at 1:05.)

Unfortunately, the City is involved in attempting rewrite the history of events. That is an improper attempt to skew information in order to support approval of the proposed use. The City is not acting in an impartial and unbiased manner in considering the application and the Association's appeal.

6. Conclusion.

Approval of this application would purport to substantially affect important rights of the Association and its members including the rights provided in the CC&Rs. There is no evidence to support this use in the MP industrial park zone. There is no evidence to support the deviation from the Municipal Code and the significant surcharge on the parking proposed by this use. There is no evidence that the Applicant has a right to such parking. In fact, it does not.

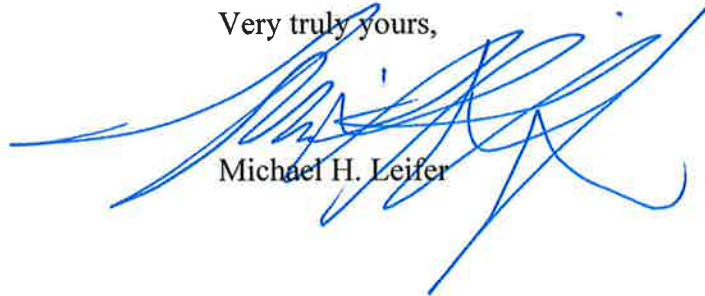
² The Association specifically requests that the transcript from the Planning Commission be included in the Administrative Record for this matter.

PALMIERI TYLER

City Council for the City of Costa Mesa
August 2, 2016
Page 7

The Association requests that the City Council deny the instant application.

Very truly yours,



Michael H. Leifer

MHL:ebn
Enclosures

cc: Brenda Green, City Clerk
Mel Lee, Senior Planner
Client

EXHIBIT 1

When recorded return to:
Irvine Industrial Complex
2122 Campus Drive
P. O. Box 4404
Irvine, Calif., 92664
Attn: Daniel L. Curtis

17785

\$40.00

16523

\$18.00 LOOK

10949M 162

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
OCT 17 1973
J. WYLIE CARLYLE, County Recorder

KOLL/IRVINE CENTER

RECEIVED

NOV - 2 1973

IRVINE INDUSTRIAL
COMPLEX

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT NO. 8208

AS SHOWN ON A MAP

RECORDED IN BOOK 327, PAGES 18 TO 20, INCLUSIVE
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

THIS DECLARATION, made this 27th day of August, 1973, by IRVINE
INDUSTRIAL COMPLEX, a California corporation, hereinafter referred
to as "Declarant:"

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the County
of Orange, State of California, described as:

Tract No. 8208 as shown on a map recorded in Book 327,
Pages 18 to 20 inclusive Miscellaneous Maps, Records
of Orange County, California

WHEREAS, Declarant recorded, on May 21, 1965, as Document No. 16662
in Book 7529, page 600 of Official Records of Orange County, Cali-
fornia, a Declaration of Restrictions covering the above-described
land and other lands owned by Declarant, governing use and improve-
ment of the above-described property;

WHEREAS, Declarant deems it desirable to initially set aside the
area described as Lot 20 of said Tract 8208 as a common area for
the use of the owners of Lots 1 through 19, inclusive, of said
Tract 8208, and any additional property which may be annexed thereto
pursuant to the provisions of this Declaration, to create a corporation
to which shall be delegated and assigned the powers of maintaining
and administering said common area, and collecting and disbursing
funds pursuant to the assessments and charges hereinafter created
and referred to; and

WHEREAS, Koll-Irvine Community Association, a nonprofit corporation,
will be incorporated under the laws of the State of California for
the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant will convey title to all of said lots on said
tract map subject to certain protective covenants, conditions and
restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that
all of said lots and property described above and such additions
thereto as may hereafter be made pursuant to Article II hereof shall
be held, sold and conveyed subject to the following covenants, con-
ditions, restrictions and easements which are hereby declared to be

RECORDING REQUESTED BY
TITLE INSURANCE & TRUST CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA
15 MIN. 12 P.M. FEB 25 1974
J. WYLIE CARLYLE, County Recorder

M10824 209

M10949M 163

for the benefit of the whole parcel and all of the property described herein and the owners thereof; their successors and assigns. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and also to any supplemental Declaration recorded pursuant to Article II hereof and are defined as follows:

Section 1. "Association" shall mean and refer to Koll-Irvine Community Association, a nonprofit corporation, incorporated under the laws of the State of California.

Section 2. "Property" shall mean and refer to all of the real property known as, described and included in Tract No. 8208 as shown on a map recorded in Book 327, Pages 18 to 20, inclusive, Miscellaneous Maps, Orange County, California, and any additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to Article II hereof.

Section 3. "Common area" shall mean all real property known as Lot 20 of Tract No. 8208 as shown on a Map recorded in Book 327, Pages 18 to 20, inclusive, Miscellaneous Maps, Official Records of Orange County, California, maintained and administered by the Association for the common use and enjoyment of the members of the Association, and such other real property hereto as may, in the future be conveyed to the Association in connection with the annexation as provided in Article II hereof.

Section 4. "Lot" shall mean and refer to a recorded parcel within the existing property or any other properties annexed pursuant to this Declaration, except for a Lot or Lots comprising all or some portion of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the person or entity who is the record owner of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Irvine Industrial Complex, a California corporation, its successors and assigns.

Section 8. "Deed of trust" shall mean the conveyance of any Lot or other portion of the property to secure the performance of an obligation.

Section 9. "Conveyance" shall mean and refer to conveyance of a fee simple title, or lease of, any part of the property.

W10949K 164

W11082M 210

Section 10. "Community services" shall include any and all of the purposes set forth in the Articles of Incorporation of the Association, or the amendments thereto, including but not limited to the landscaping and maintenance of the Common Area and the other improvements (including exterior painting and the exterior walls of such buildings, driveways, sidewalks and off-street parking areas within the Common Area.

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTY

The real property described on Exhibit "A" attached hereto, may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this article, as follows:

Section 1. Annexation Without Approval and Pursuant to General Plan. All or any part of the real property described on Exhibit "B" attached hereto may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its Members, providing and on condition that:

(a) Any annexation pursuant to this section shall be made prior to the expiration of five (5) years from the date of the recording of this Declaration;

(b) A Supplementary Declaration of Covenants, Conditions and Restrictions, as described hereinafter in Section 2 of this Article covering said real property described on Exhibit "A" attached hereto, shall be executed and recorded by Irvine Industrial Complex, the Owner of said real property or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the Owners of Lots in said real property shall automatically be Members of the Association.

Section 2. Supplementary Declarations. The addition authorized under the foregoing section shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration, merger or consolidation, revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the Owners of said Lots in said real property shall automatically be Members of the Association.

Section 3. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

ARTICLE III
MEMBERSHIP

Section 1. Membership. Every person or entity owning a fee or undivided fee interest in any Lot which is subject by these covenants to assessment by the Association, shall be a Member of the Association.

The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Lots and all Members in the Association, are not exclusive as both the Member and the Lot owned by the Member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale to the purchaser of such Lot or upon the encumbrance to the deed of trust holder of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two classes of membership.

Class A. Class A Members shall be all those Owners as defined in Section 1 of this Article above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Section 1 above, provided that the Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership;

(b) The expiration of seven (7) years from the date hereof.

ARTICLE IV PROPERTY RIGHTS IN THE LOTS AND COMMON AREA

Section 1. Title to the Lots. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee title to the Lots free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration.

Section 2. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. Said conveyance shall be made to the Association prior to, or concurrently with the conveyance of any improved Lot. The Declarant further covenants that any additional real property which may in the future be conveyed to the Association as Common Area in connection with any annexation pursuant to Article II, will be similarly conveyed prior to the conveyance of any improved Lot comprising a portion of the real property so annexed, along with the right to grant or transfer the same to its Members or to others in accordance with its By-Laws and the following provisions.

Section 3. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, including but not limited to a right of access, an easement for parking purposes and easements for utilities, sewage and drainage, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the Common Area by a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days from any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Area, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association;

(c) The right of the Association to grant or transfer all or any part of its easements in the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such grant or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication

or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

Section 4. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to his employees, his tenants, sublessees or contract purchasers who work on the property and invitees.

Section 5. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

Section 6. Easement Over the Lots and Exterior Walls of Buildings. A perpetual and nonexclusive easement for the purpose of ingress and egress in connection with the maintenance of the exterior of all buildings, structures or other improvements within the property (including exterior painting and the exterior walls and roofs of such buildings), is hereby granted to the Association over each Lot, together with the right to grant and transfer the same.

Section 7. Encroachment Easement. Every Lot shall have an encroachment easement which shall permit any portion of the structures constructed thereon, including the roof, eaves, walls and footings to encroach up to two feet into the Common Area or into any adjoining Lot. Such easement shall be appurtenant to and shall pass with the title to each Lot.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each of Lots 1 through 19, inclusive, owned by it in Tract No. 8208 as shown on a map recorded in Book 327, Pages 18 to 20, inclusive, Miscellaneous Maps, Records of Orange County, California, hereby covenants and agrees to pay, and each Owner of any Lot in this parcel or in the lots in the additional properties which become subject to the jurisdiction of the Association, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members of the Association and their employees and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. In any vote for the imposition of a special assessment for capital improvements in a sum in excess of \$1,000, the vote of the Declarant shall be excluded.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a rate for all lots based upon the square footage of the building located on the Lot and may be collected on a monthly basis.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot within said tract to an individual Owner. The regular assessments as to Lots in other tracts, provided said Lots shall have become subject to assessment by the Association, shall commence with respect to all Lots within each such tract on the first day of the month following the conveyance of the first Lot therein to an individual Owner. Provided, however, that the Association, by a majority vote of its Board of Directors, may extend the commencement date of regular assessments to a time not later than two (2) months following the completion of all improvements and landscaping within the Common Area if Declarant, by a written agreement with the Association, agrees to maintain the Common Area until such extended date.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property. All property dedicated to and accepted by a local public authority shall be exempt from the assessments created herein.

ARTICLE VI NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With

respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article V hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorneys' fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing Of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust, (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate

to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 3 hereof. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Landscaping Approval. No trees, bushes, shrubs or plants shall be planted or emplaced until the plans and specifications for the species and placement of any such trees, bushes, shrubs or plants have been submitted to and approved in writing by the Architectural Committee provided for in Section 3 hereof. Said plans as submitted shall show in detail the proposed elevations and locations of said trees, bushes, shrubs or plants, including the location and elevation of same in relation to all other lots subject to these restrictions.

Section 3. Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee, consisting of not less than three (3) members, who shall remain in office until: (a) five (5) years from the date of recording of this Declaration; or (b) ninety percent (90%) of the lots in the subject property have been conveyed, whichever shall first occur. From and after such time or event, as the case may be, the Architectural Committee shall be appointed by the Board of Directors of the Association and shall be composed of three (3) or more representatives who need not be Members of the Association. In the event of the death or resignation of any member of the Committee prior to the time when the Board of Directors of the Association is vested with authority, the Declarant shall have the right to appoint such member's successor.

Section 4. General Provisions. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall cease on and after forty (40) years from the date of the recording of this Declaration. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed and

duly recorded by the then record Owners of a majority of the Lots. Appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said representatives may be the members of the Board of Directors of the Association.

ARTICLE VIII DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all property acquired by the Association;
- (b) Have the authority to obtain, for the benefit of all of the Common Areas, all water, gas and electric services and refuse collection, including refuse collection and water service to each Member's Lot;
- (c) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots;
- (d) Maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary or desirable in furthering the purposes of, and protecting the interests of the Association and its Members;
- (e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association;
- (f) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association;
- (g) Have a duty to maintain (i) the Common Area and (ii) the outer walls of all buildings, structures, or other improvements upon the property;
- (h) Have the power and duty to enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions.

ARTICLE IX USE RESTRICTIONS

Section 1. All Lots in the property shall be used for no purpose other than business purposes, save and except for the Common Area on which there may be placed landscaping, parking areas and private streets. No building shall be erected, altered, leased, placed or permitted to remain on any Lot other than a building used for business purposes, as described in Schedule I attached hereto and incorporated herein by reference.

Section 2. No part of the properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any residential or other nonbusiness purpose.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any Lot, except one sign for each separate and distinct business occupying any portion of a building constructed on any building site but not more than two (2) signs for each building site, each such sign shall not be more than twelve (12) inches by forty-eight (48) inches and of a style subject to the approval of the Architectural Committee.

Section 4. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the properties, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot, or which shall in any way increase the rate of insurance.

Section 5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred (500) feet below the surface of the properties, except that the Association may install a petroleum dispensing facility on the Common Area for use by its Members. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6. No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the buildings constructed on the Lots unless and until the same shall have been approved in writing by the Architectural Committee and the Board of Directors of the Association.

Section 7. All drainage of water from any Lot and the improvements thereon may drain or flow into adjacent streets, but shall not be allowed to drain or flow upon adjoining Lots unless an easement for such purpose has been granted by this Declaration.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot.

Section 9. All rubbish, trash and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. All exterior refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot without the prior written approval of the Architectural Committee.

Section 10. No structure of a temporary character, trailer, camper, boat or similar equipment shall be permitted to remain upon the exterior portion of any Lot without the prior written approval of the Architectural Committee.

Section 11. A Lot shall be subject to any natural settlement of structures which are so constructed that they are shared in common by adjoining Owners, or any encroachment not exceeding four (4) feet onto any Lot by reason of a roof or eave from a structure on an adjoining Lot.

Section 12. Office space shall not exceed 50% of the space of any building nor more than 50% of the area occupied by any tenant or other occupant.

Section 13. - Those Owners who have a common wall separating their structures shall equally have the right to the use of such wall, except that each shall have the exclusive right to the use of the interior surface of the wall on his side. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. This wall shall be considered to adjoin and abut against the property line from the bottom of the foundation over the full length and height of any such structure. In the event that any portion of such a wall, except the interior surface of one side, is damaged or injured from any cause, other than the act or negligence of either party, it shall be repaired or rebuilt at the joint expense of such adjoining Owners.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, or any Owner or the successor in interest of any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violations; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty-five (55) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of an industrial complex and Common Area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the Owners and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the Owners.

W10821 220
W10949H 1.74

Section 6. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the Architectural Committee, the Association or any other land owner in the parcel. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

IRVINE INDUSTRIAL COMPLEX

By

By



TI

TO 440
(Corporation)

STATE OF CALIFORNIA
COUNTY OF Orange

On October 11, 1973

before me, the undersigned, a Notary Public in and for said State, personally appeared T. C. Wolff, Jr.,

known to me to be the President, and L. E. Eberling

known to me to be the Secretary of the corporation that executed the within instrument.

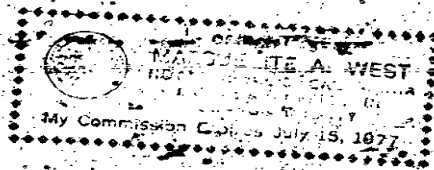
known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Marguerite A. West*

Marguerite A. West

Name (Typed or Printed)



(This area for official notarial seal)

SCHEDULE 1 - PERMITTED USES IN KOLL/IRVINE CENTER

#10949N 175
#11082N 221

1. Uses primarily engaged in research activities, including, but not limited to, research laboratories and facilities, developmental laboratories and facilities, and compatible light manufacturing such as but not limited to the following list of examples:
 - a. Bio-Chemical
 - b. Chemical
 - c. Development Facilities for National Welfare on Land, Sea and Air
 - d. Film and Photography
 - e. Medical and Dental
 - f. Metallurgy
 - g. Pharmaceutical
 - h. X-ray
2. Manufacture, research assembly, testing and repair of components, devices, equipment and systems when incidental to the permitted use and parts and components such as but not limited to the following list of examples:
 - a. Coils, Tubes, Semi-Conductors
 - b. Communication, Navigation Control, Transmission and Reception Equipment, Control Equipment and Systems, Guidance Equipment and Systems
 - c. Data Processing Equipment and Systems
 - d. Glass Edging, Beveling and Silvering
 - e. Graphics, Art Equipment
 - f. Metering Instruments
 - g. Optical Devices, Equipment and Systems
 - h. Phonographs, Audio Units, Radio Equipment and Television Equipment
 - i. Photographic Equipment
 - j. Radar, Infrared and Ultraviolet Equipment and Systems
 - k. Scientific and Mechanical Instruments
 - l. Testing Equipment
3. Blueprinting, photostating, photo engraving, printing, publishing and bookbinding; provided that no on-site commercial service is associated with said use.
4. Administrative, professional and business offices associated with and accessory to a permitted use.
5. Headquarters offices, (Regional or home offices) of industries and which are limited to a single use and accessory to a permitted use.
6. Cafeteria, cafe, restaurant or auditorium accessory with and incidental to a permitted use.

7. Manufacturing, to include but not limited to the following list of examples:

A. Manufacturing, and/or assembly of the following or similar products:

- a. Aircraft and Related Components
- b. Automobiles, Trucks, Trailers and Parts
- c. Boats
- d. Clocks and Watches
- e. Coffins
- f. Ceramic Products
- g. Concrete Products
- h. Electrical Appliances
- i. Farm Equipment
- j. Heating and Ventilating Equipment
- k. Linoleum
- l. Machinery and Machines Tools
- m. Musical Instruments
- n. Neon Signs
- o. Novelties
- p. Oil Well Valves and Repairs
- q. Optical Goods
- r. Refrigeration
- s. Screw Machine Products
- t. Sheet Metal Products
- u. Shoes
- v. Silk Screens
- w. Sporting Goods
- x. Springs
- y. Stencils

B. The Manufacture of products made from the following or similar materials:

- a. Aluminum
- b. Bags, except Burlap Bags or Sacks
- c. Batteries
- d. Boxes, Paper
- e. Brass
- f. Cans
- g. Copper
- h. Glass
- i. Grinding Wheels
- j. Iron
- k. Linoleum
- l. Matches
- m. Mattresses
- n. Paper
- o. Steel
- p. Tin
- q. Tools
- r. Wool
- s. Yarn

C. The manufacturing, compounding, processing or treatment of the following or similar items:

- a. Candles
- b. Detergents
- c. Disinfectants
- d. Dye
- e. Food Products
- f. Pharmaceutical Products
- g. Plastics
- h. Toiletries
- i. Vitamin Products
- j. Waxes & Polishes

D. Woodworking Shops (provided that, if a planer, router, sticker or moulder is maintained, all doors and windows in the outside walls of the room in which said machinery is located shall be kept closed while said machines is in use) which produce such products as box, furniture and wood products

8. Industries engaged in the distribution and/or storage or warehousing of products similar to those listed as permitted uses in this section.

9. General contractor and construction industries relating to the building industry, such as general contractors, electrical contractors, plumbing contractors, etc.

10. Architects, Designers, Engineers, Contractor and Sub-Contractors, Service Centers, Distribution and Warehouse Facilities.



WILLIAMSON and SCHMID

W110821 224

CIVIL ENGINEERS
1535 EAST FIRST STREET
SANTA ANA, CALIFORNIA 92701
PHONE 547-3986

72489
8-28-73

LEGAL DESCRIPTION
(Tract 8328 Boundary)

That real property in the City of Costa Mesa, County of Orange, State of California, being that portion of Block 7 of Irvine's Subdivision, per map thereof recorded in Book 1, Page 88 of Miscellaneous Record Maps, records of said County, described as follows:

Beginning at the Northeast corner of Airway Avenue, 80 feet wide, as described in the Easement Deed to the City of Costa Mesa recorded June 29, 1973 in Book 16778, Page 538 of Official Records, records of said County, said Northeast corner being also the Easterly terminus of the course shown as North 73° 52' 15" West 80.00 feet on the Southerly boundary of Tract No. 8208, per map thereof recorded in Book 327, Pages 48 to 70 inclusive, of Miscellaneous Maps, records of said County; thence, from said point of beginning, along the Southeasterly line at said Airway Avenue, South 16° 07' 45" West 68.03 feet to the beginning of a tangent curve therein, concave Northwesterly and having a radius of 849.00 feet; thence Southwesterly along said curve, through a central angle of 6° 41' 34", a distance of 98.12 feet; thence South 61° 12' 16" East 197.56 feet; thence South 28° 47' 44" West 191.00 feet; thence South 61° 12' 16" East 338.68 feet; thence South 55° 27' 30" East 8.36 feet; thence South 28° 47' 44" West 25.25 feet to the Northwesterly terminus of the course described as South 61° 12' 17" East 250.00 feet on the Northwesterly boundary of the land described in the deed to the County of Orange recorded March 19, 1964 in Book 6968, Page 331 of said Official Records; thence along said Northwesterly boundary South 28° 47' 44" West 1062.22 feet to the Northeasterly line of the land shown as Parcel 1 on the map filed in Book 44, Page 36 of Parcel Maps, records of

EXHIBIT A & B - page 1

STRUCTURES • HYDRAULICS • SURVEYING • LAND PLANNING • HIGHWAY CONSULTANTS

Legal Description Continued

72489 Tract 8328

8-28-71

Page Two

#110621 225

said County; thence, along said Northeasterly line, and the Northwesterly prolongation thereof, North $61^{\circ} 12' 16''$ West 490.00 feet to the centerline of said Airway Avenue; thence, along said centerline, North $28^{\circ} 47' 44''$ East 146.12 feet to the Southeasterly prolongation of the Northeasterly line of the land shown as Parcel 1 on the map filed in Book 47, Page 9 of said Parcel Maps; thence, along said Southeasterly prolongation, North $49^{\circ} 22' 15''$ West 40.67 feet to the northwesterly line of said Airway Avenue; thence, along said Northwesterly line, North $28^{\circ} 47' 44''$ East 865.39 feet to the beginning of a tangent curve therein, concave Northwesterly and having a radius of 760.00 feet; thence Northeasterly along said curve, through a central angle of $12^{\circ} 39' 59''$, a distance of 168.01 feet; thence, continuing along said Northwesterly line, North $16^{\circ} 07' 45''$ East 68.03 feet to said Southerly boundary of Tract 3208; thence, along said Southerly boundary, South $73^{\circ} 52' 15''$ East 80.00 feet to the point of beginning.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.



WILLIAMSON and SCHMID

CIVIL ENGINEERS
14133 EAST FIRST STREET
SANTA ANA, CALIFORNIA 92701
PHONE 527-1966

110826 226

72489
8-28-73

LEGAL DESCRIPTION
(Tract 8072 Boundary)

That real property in the City of Costa Mesa, County of Orange, State of California; being that portion of Block 7 of Irvine's Subdivision, per map thereof recorded in Book 1, Page 88 of Miscellaneous Record Maps, records of said County, described as follows:

Beginning at the most Northerly corner of Airway Avenue, 80 feet wide, as described in the Easement Deed to the City of Costa Mesa recorded June 29, 1971 in Book 10778, Page 638 of Official Records, records of said County, said corner being also the Westerly terminus of the course shown as North $73^{\circ} 52' 15''$ West 80.00 feet on the Southerly boundary of Tract 8208, per map thereof recorded in Book 327, Pages 18 to 20 inclusive of Miscellaneous Maps, records of said County; thence, along the boundary of said tract, Northwesterly along the arc of a curve concave Southwesterly and having a radius of 27.00 feet, from a tangent which bears North $16^{\circ} 07' 45''$ East, through a central angle of $80^{\circ} 45' 15''$, a distance of 38.05 feet to a reverse curve on said boundary, concave Northeasterly and having a radius of 560.32 feet; thence Northwesterly, along said reverse curve, through a central angle of $15^{\circ} 15' 15''$, a distance of 149.18 feet; thence, tangent to said curve, North $49^{\circ} 22' 15''$ West 93.97 feet to the beginning of a tangent curve concave Southerly and having a radius of 27.00 feet; thence Westerly along said curve, through a central angle of $90^{\circ} 0' 0''$, a distance of 42.41 feet; thence North $49^{\circ} 22' 15''$ West 50.00 feet to the centerline of Red Hill Avenue as shown on said map; thence, leaving said boundary, along said centerline, South $40^{\circ} 37' 45''$ West 1109.33 feet to the Northwesterly.

EXHIBIT A & B - page 3

STRUCTURES • HYDRAULICS • SURVEYING • LAND PLANNING • HIGHWAY CONSULTANTS

prolongation of the Northeastly line of Parcel A as shown on the map filed in Book 47, Page 9 of Parcel Maps, records of said County; thence, along said Northwesternly prolongation, and along said Northeastly line, South $49^{\circ} 22' 15''$ East 608.02 feet to the Northwesternly line of said Airway Avenue; thence, along said Northwesternly line, North $28^{\circ} 47' 44''$ East 865.99 feet to the beginning of a tangent curve therein, concave Northwesternly and having a radius of 760.00 feet; thence Northeastly along said curve, through a central angle of $12^{\circ} 39' 59''$, a distance of 168.01 feet; thence, continuing along said Northwesternly line, North $16^{\circ} 07' 45''$ East 68.03 feet to the point of beginning.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.



WILLIAMSON and SCHMID

CIVIL ENGINEERS
1835 EAST PINE STREET
SANTA ANA, CALIFORNIA 92701
PHONE 847-3986

W110821 228

72489
8-28-73

LEGAL DESCRIPTION (Tract 8323 Boundary)

That real property in the City of Costa Mesa, County of Orange, State of California, being that portion of Block 7 of Irvine's Subdivision, per map thereof recorded in Book 1, Page 88 of Miscellaneous Record Maps, records of said County, described as follows:

Beginning at the Northeast corner of Airway Avenue, 80 feet wide, as described in the Easement Deed to the City of Costa Mesa recorded June 29, 1973 in Book 10778, Page 538 of Official Records; records of said County, said Northeast corner being also the Easterly terminus of the course shown as North 73° 52' 15" West 80.00 feet on the Southerly boundary of Tract No. 8208, per map thereof recorded in Book 327, Pages 18 to 20 inclusive, of Miscellaneous Maps, records of said County; thence, from said point of beginning, along the Southeasterly line of said Airway Avenue, South 16° 07' 45" West 68.03 feet to the beginning of a tangent curve therein, concave Northwesterly and having a radius of 840.00 feet; thence Southwesterly along said curve, through a central angle of 6° 41' 34", a distance of 98.12 feet; thence South 61° 12' 16" East 107.56 feet; thence South 28° 47' 44" West 19.00 feet; thence South 61° 12' 16" East 338.68 feet; thence South 55° 27' 30" East 8.36 feet; thence South 28° 47' 44" West 25.25 feet to the Northwesterly terminus of the course described as South 61° 12' 17" East 250.00 feet on the Northwesterly boundary of the land described in the deed to the County of Orange recorded March 19, 1964 in Book 6968, Page 331 of said Official Records; thence along said Northwesterly boundary South 61° 12' 03" East 250.03 feet and North 28° 47' 51" East 1236.90 feet to the Southeasterly boundary of said Tract 8208; said boundary being the arc of a curve

EXHIBIT A & B - page 5

STRUCTURES • HYDRAULICS • SURVEYING • LAND PLANNING • HIGHWAY CONSULTANTS

Legal Description Continued

72489 Tract 8323

8-28-73

Page Two

011082 229

concave Southwesterly and having a radius of 410.00 feet, a radial of said curve bears North 28° 47' 51" East; thence Northwesterly along said curve through a central angle of 0° 47' 23", a distance of 5.65 feet to a non-tangent curve on said boundary, concave Northerly and having a radius of 53.00 feet, a radial of said curve bears South 34° 30' 13" East; thence Westerly along said curve through a central angle of 69° 33' 34", a distance of 54.34 feet; thence tangent to said curve, North 54° 36' 39" West 50.00 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 92.00 feet; thence Northwesterly along said curve, through a central angle of 28° 08' 20", a distance of 45.18 feet to a compound curve on said boundary, concave Southeasterly and having a radius of 410.00 feet; thence Southwesterly along said curve, through a central angle of 56° 17' 16", a distance of 402.79 feet; thence tangent to said curve, and continuing along said boundary, South 40° 37' 45" West 398.38 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 390.00 feet; thence Southwesterly along said curve, through a central angle of 56° 15' 15", a distance of 387.91 feet to a reverse curve, concave Southeasterly and having a radius of 27.00 feet; thence Southwesterly, along said reverse curve, through a central angle of 80° 45' 15", a distance of 38.05 feet to the point of beginning.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

CONSENT AND SUBORDINATION

11-10821 230

The undersigned, owner of Lot 20 of Tract 8208, as shown on a map recorded in Book 327, pages 18 to 20 inclusive of Miscellaneous Maps, Records of Orange County, California, hereby consents to and approves the rerecording of the foregoing Declaration of Covenants, Conditions and Restrictions (which were originally recorded on October 17, 1973 in Book 10949, page 162, Official Records of Orange County, California) with Exhibit A and B attached thereto and subordinates and subjects said Lot 20 to all of the terms and provisions of said Declaration of Covenants, Conditions and Restrictions as rerecorded.

KOLL/IRVINE COMMUNITY ASSOCIATION

By _____

By Daniel L. Curtis

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

ss.

COUNTY OF Orange)

On February 21, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas C. Wolff, Jr., known to me to be the President, and Daniel L. Curtis, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Marquerite A. West
Signature

Marquerite A. West
Name (Typed or Printed)

My Commission Expires July 16, 1977

CONSENT AND SUBORDINATION

The undersigned, owner of Lots 1, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15 and 18 of Tract 8208, as shown on a map recorded in Book 327, pages 18 to 20 inclusive of Miscellaneous Maps, Records of Orange County, California, hereby consents to and approves the rerecording of the foregoing Declaration of Covenants, Conditions and Restrictions which were originally recorded on October 17, 1973 in Book 10949, page 162, Official Records of Orange County, California with Exhibit A and B attached thereto and subordinates and subjects said Lots 1, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15 and 18 to all of the terms and provisions of said Declaration of Covenants, Conditions and Restrictions as rerecorded.

PRVINE INDUSTRIAL COMPLEX

By [Signature]

By [Signature]

ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF Orange

On February 21, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas C. Wolfe, Jr., known to me to be the President, and Lansing E. Eberling, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

[Signature]
Signature

Marquerite A. West
Name (Typed or Printed)

CONSENT AND SUBORDINATION

The undersigned, owner of Lot 17 of Tract 8208, as shown on a map recorded in Book 327, pages 18 to 20 inclusive of Miscellaneous Maps, Records of Orange County, California, hereby consents to and approves the rerecording of the foregoing Declaration of Covenants, Conditions and Restrictions, which were originally recorded on October 17, 1973 in Book 10949, page 162, Official Records of Orange County, California, with Exhibit A and B attached thereto and subordinates and subjects said Lot 17 to all of the terms and provisions of said Declaration of Covenants, Conditions and Restrictions as rerecorded.

Robert L. Jones
Robert L. Jones

Carole Jones
Carole Jones

ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

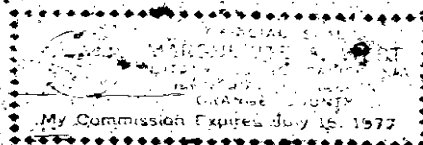
COUNTY OF Orange

On February 21, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Jones and Carole Jones

known to me to be the persons whose names subscribed to the within instrument and acknowledged that they have executed the same.

WITNESS my hand and official seal.

Marguerite A. West
Signature



Marguerite A. West
Name (Typed or Printed)

CONSENT AND SUBORDINATION

The undersigned, owner of Lot 8 of Tract 8208, as shown on a map recorded in Book 327, pages 18 to 20, inclusive of Miscellaneous Maps, Records of Orange County, California, hereby consents to and approves the rerecording of the foregoing Declaration of Covenants, Conditions and Restrictions which were originally recorded on October 17, 1973 in Book 10949, page 162, Official Records of Orange County, California, with Exhibit A and B attached thereto and subordinates and subjects said Lot 8 to all of the terms and provisions of said Declaration of Covenants, Conditions and Restrictions as rerecorded.

Patrick J. Hanratty
Patrick J. Hanratty

Sandra J. Hanratty
Sandra J. Hanratty

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF Orange)

On February 22, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick J. Hanratty and Sandra J. Hanratty

known to me to be the persons whose names subscribed to the within instrument and acknowledged that They have executed the same.

WITNESS my hand and official seal.

Marguerite A. West
Signature

Marguerite A. West
Name (Typed or Printed)

My Comm. Exp. Date 11/1/77

EXHIBIT 2

88-323738

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA ATTORNEY SERVICE

When Recorded Mail to:

\$17.00
C13

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

•2 00 PM JUL - 6 '88

Lee A. Branch COUNTY
RECORDER

KOLL-IRVINE COMMUNITY ASSOC.
c/o FIELDSOTT & LEE
A Law Corporation
1617 Westcliff Dr., Suite 204
Newport Beach, CA. 92660

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF KOLL-IRVINE COMMUNITY ASSOCIATION,
A NON-PROFIT CORPORATION, AND CERTIFICATE OF BOARD
OF DIRECTORS

WHEREAS, that certain document entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") was recorded on October 17, 1973 in Book 10949, Page 162 of Official Records of Orange County, State of California, and rerecorded on February 25, 1974, in Book 11082, Page 208 of Official Records of Orange County, California, and

WHEREAS, said Declaration was Supplemented on August 12, 1975, with recording thereof on August 19, 1975, in the Official Records of Orange County for the purpose of annexing further realty into the Koll-Irvine Community Association, all of said realty encumbered by the within Declaration being located in the City of Costa Mesa, County of Orange, State of California, and more particularly described as follows, to wit:

Lots 1 - 34, inclusive, of Tract No. 8328, as per map recorded in Book 350, pages 15 to 17, inclusive, of Miscellaneous Maps, records of said County;

Lots 1 - 31 of Tract No. 8072, as per map recorded in Book 381, Pages 1 thru 3, inclusive, of Miscellaneous Maps, records of Orange County, California; and

WHEREAS, Article 4, Section 5 of said Declaration provides as follows:

"Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the

88-323738

Owners and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the Owners;" and

WHEREAS, the undersigned constitute a majority of the present members of the Board of Directors of the Koll-Irvine Community Association; and

WHEREAS, the amendments hereinafter set forth has been duly submitted to the owners of the property in the above-mentioned Association for their approval or disapproval; and

WHEREAS, the affirmative assent of the owners of said property in the said Association have been counted and certified by the Board of Directors;

NOW, THEREFORE, the undersigned, being a majority of said Board of Directors, do hereby certify as follows:

CERTIFICATE OF BOARD OF DIRECTORS

The Board of Directors of the Koll-Irvine Community Association hereby certifies that the owners of not less than 75 percent of the units within said tract have affirmatively assented to the following amendments to said Declaration:

A. SUBJECT: SIGNS

Article IX, Section 3, shall be amended to read:

"No sign of any kind shall be displayed to the public view on any portion of any structure on Lot except as is allowed as follows:

"a. BUSINESS SIGNS. A 'business sign' is one that sets forth the legal name and/or logo/symbol of a business entity. It may also contain words that identify the nature of the business entity. Each separate and distinct business entity occupying any portion of a building may display a sign on said building only after obtaining written approval from the Architectural Committee. Said approval shall not be issued until all of the Association's procedures, regulations and specifications pertaining to business signs have been satisfied.

88-323738

"b. REAL ESTATE SIGNS. A 'real estate sign' is one that advertises all or a portion of a structure for sale or for lease. At any one time there may be only one real estate sign displayed at a building and said sign can be positioned either on the exterior face or interior face of any window or on the parapet. Other than an area restriction of four square feet, there are no limitations as to the size, design, color, copy, etc. of a real estate sign so displayed.

"The Board of Directors may levy a fine not to exceed \$50.00 per day for every day or portion thereof this provision is violated. Any fine so levied shall be placed on the assessment account of the Owner at whose building the sign was displayed.

"c. MISCELLANEOUS SIGNS. A 'miscellaneous sign' is any sign, excluding those described in parts 'a' and 'b' of this Section, that is commonly displayed at any entrance to a business structure. These include, but are not limited to, small decals and adhesive-backed signs that display such information as hours of operation, security systems, organizational affiliations, emergency telephone numbers, no solicitation and push/pull.

"While no prior written approval from the Architectural Committee is required before an Owner, or lessee may attach one or more miscellaneous signs to a building, this Committee can order the removal of any miscellaneous sign that, in its judgment, is esthetically objectionable, offensive, advertising or totally unrelated to the business of the Owner, or lessee.

B. SUBJECT: PARKING/STORAGE

Article IX, Section 10, shall be amended to read:

"No automobile, truck, van, camper, trailer, boat or similar vehicle or equipment may be stored on the Common Area of the Association. Any of the aforementioned vehicles and equipment that remain on the Common Area for a consecutive period of seventy-two (72) hours shall be considered 'stored' and may be removed by the Association at the expense of the owner of said vehicle and/or equipment."

88-323738

C. SUBJECT: CONDUCT OF BUSINESS IN THE COMMON AREA

Article IX, Section 2, shall be amended to read:

"No part of the properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any residential or other nonbusiness purpose. No business activity shall be conducted on the Common Area.

D. SUBJECT: ENCROACHMENT

Article IV, Section 7 shall be amended to read:

"ENCROACHMENT. No portion of an Owner's Lot may encroach into the Common Area or into any adjoining Lot, including below and above the surface, without the prior written approval of the Architectural Committee."

E. SUBJECT: 50% RESTRICTION ON OFFICE SPACE

Article IX, Section 12 is deleted in its entirety.

F. SUBJECT: EXTERIOR MAINTENANCE OF BUILDINGS

Article I, Section 10 is amended to read:

"'Community Services' shall include any and all of the purposes set forth in the Articles of Incorporation of the Association, or the amendments thereto, including but not limited to the maintenance of the Common Area (landscaping, sidewalks, driveways and off-street parking areas) and to the painting of the parapets and the original wood located in the inset entryways of all buildings."

Article IV, Section 6 is amended to read:

"The Association is hereby granted a perpetual and non-exclusive easement over each Lot for the purpose of ingress and egress in connection with the painting of both the parapets and the original wood located in the inset entryways of all buildings."

88-323738

Article VIII, Section 1(g) is amended to read:

"Have a duty to maintain (1) the Common area and (11) the painted surfaces of both the parapets and the original wood located in the inset entryways of all buildings."

G. SUBJECT: ARCHITECTURAL CONTROL-EMPLACEMENTS

Article VII, Section 2 is amended to read:

"No landscaping (trees, shrubs, plants), decorative objects or convenience items shall be planted or emplaced on any exterior portion of a Lot by an Owner until a proposal setting forth the details of such addition(s) has been submitted to and approved in writing by the Architectural Committee or its designated representatives."

H. SUBJECT: ARCHITECTURAL CONTROL-PENALTY

Article VII, Section 5 shall be added as follows:

"The Architectural Committee and/or the Board of Directors of the Association may establish whatever procedures and guidelines they deem advisable for architectural control. It is the sole responsibility of each building Owner to be completely familiar with these procedures and guidelines and all other requirements of the Association pertaining to any and all exterior modifications of structures. If any exterior addition, change or alteration is made to any structure without prior written approval having been obtained by the Owner thereof from the Architectural Committee, the Association shall have the right to fine the Owner of said structure up to five hundred dollars (\$500.00) and, in addition, the Association or any Owner shall have the right to seek by proceedings at law or in equity the restoration of the structure to its condition and appearance prior to the unapproved exterior addition, change or alteration. A fine levied against an Owner under this section shall be placed on the Owner's account and collected as an assessment under Article VI of these CC&Ps. In the event a legal or equitable action is instituted to enforce any of the provisions of this section, the party prevailing in such action

88-323738

shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of such action."

IN WITNESS WHEREOF, the undersigned members of the Board of Directors, constituting a majority of said Board, do hereby execute this Certificate and Amendment to Declaration of Covenants, Conditions and Restrictions on behalf of Koll-Irvine Community Association this 30th day of July, 1988.

KOLL-IRVINE COMMUNITY ASSOCIATION
BOARD OF DIRECTORS

John D. Smith
Member of Board of Directors

D. J. D. Gares
Member of Board of Directors

R. E. BLANCH
Member of Board of Directors

John M. Reid
Member of Board of Directors

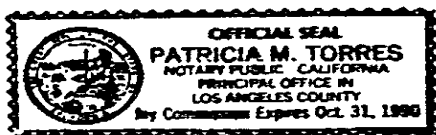
Daniel L. Curtis
Member of Board of Directors

Christine House
CHRISTINE HOUSE

GENERAL ACKNOWLEDGMENT

State of CALIFORNIA }
 County of ORANGE } SS.

88-323738



On this the 30 day of June 1988, before me,

the undersigned Notary Public, personally appeared

JOHN D. GANTES

personally known to me

~~XX~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it. WITNESS my hand and official seal.

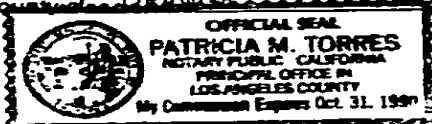
Patricia M. Torres
 Notary's Signature

PATRICIA M. TORRES

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4625 • Woodland Hills, CA 91365-4625

GENERAL ACKNOWLEDGMENT

State of CALIFORNIA }
 County of ORANGE } SS.



On this the 30 day of June 1988, before me,

the undersigned Notary Public, personally appeared
D.E. Blanck, John M. Reid, Daniel L. Curtis
and Christine House

☐ personally known to me

~~XX~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

Patricia M. Torres
 Notary's Signature

PATRICIA M. TORRES

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4625 • Woodland Hills, CA 91365-4625

EXHIBIT 3

IMPORTANT NOTICE

TO: Koll Irvine Community Association Owners & Occupants

FROM: Board of Directors

RE: Common Area Parking Rules and Regulations

Please be advised that the Koll Irvine Community Association Board of Directors has approved the Common Area Parking Rules and Regulations included with this notice. Please ensure that all employees, associates, tenants and others are provided with the information. Any violation of the Common Area Parking Rules and Regulations will result in the removal of vehicles from the property at the vehicle owner's expense. In addition, owners may be fined per the Associations Enforcement and Fine Policy.

Should you have any questions please contact Dave Hasan with Pacific West Asset Management Corporation at 714-433-7300 Ext. 213.

Koll-Irvine Community Association
Common Area Parking Rules and Regulations

1. Pursuant to the CC&Rs, the Association's Board of Directors ("Board") is the exclusive and ultimate authority relating to the distribution and use of the shared parking in the Common Area. Any request for deviation from these Rules and Regulations must be made to the Board in writing.
2. This confirms that use of the Common Area parking shall be shared. No Owner, tenant, employee or invitee shall have exclusive use of or superior rights in relation to each other to any portion of the Common Area parking at any time, unless otherwise expressly approved by the Board.
3. There shall be no alteration to the striping of parking spaces in the Common Area unless otherwise expressly approved by the Board.
4. No automobile, truck, van, camper, trailer, boat or similar vehicle or equipment may be stored or displayed on the Common Area. Any of the aforementioned vehicles and equipment that remain on the Common Area for a consecutive period of seventy-two (72) hours shall be considered "stored" and may be removed by the Association at the expense of the owner of said vehicle and/or equipment.
5. No goods, merchandise, equipment or any personal property may be stored in the Common Area parking. The term "goods" shall include vehicles for sale, lease, repair or modification.
6. No obstruction or interference that impedes the use of the common areas, walks, drives, loading areas, parking areas, etc. is permitted.
7. Unless specifically authorized by the Board, no solicitation or business operations are permitted in the common areas.
8. No oversized vehicles. All vehicles must be parked entirely within the marked parking spaces. No parking across multiple parking spaces.
9. Owners shall be responsible for seeing that all its tenants, employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

EXHIBIT 4

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

BEREAN COMMUNITY CHURCH
14331 RAINTREE RD.
TUSTIN, CA. 92780

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



32.00

2010000278159 04:06pm 06/14/10

66 406 G02 3 15

656.70 656.70 0.00 20.00 6.00 0.00 0.00 0.00

Escrow No. 985025095 - S70
Order No. 985025095 - S04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$1,313.40

☐ unincorporated area ☒ City of COSTA MESA

☒ computed on the full value of the interest or property conveyed, or is

☐ computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
KERRY E. RUTKIN AND JANE E. RUTKIN, HUSBAND AND WIFE AS COMMUNITY PROPERTY, AS TO AN
UNDIVIDED ONE-HALF INTEREST; AND WAYNE E. HENTHORN AND DORIS E. HENTHORN, HUSBAND AND
WIFE AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED ONE-HALF INTEREST, AS TENANTS IN
COMMON

hereby GRANT(S) to
BEREAN COMMUNITY CHURCH, A CALIFORNIA NON-PROFIT CORPORATION

the following described real property in the City of COSTA MESA
County of ORANGE, State of California:

LOT 23 OF TRACT NO. 8328, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 350, PAGES 15 TO 17, INCLUSIVE OF
MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated March 17, 2010

SEE SIGNATURES

ATTACHED HERETO

STATE OF CALIFORNIA

COUNTY OF ORANGE } SS.

On March 29, 2010 before me,

A. G. JACOBS, NOTARY PUBLIC

personally appeared

KERRY W. RUTKIN, JANE E. RUTKIN,
WAYNE E. HENTHORN,
DORIS E. HENTHORN

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.

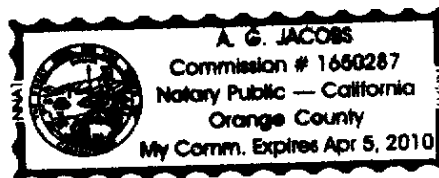
I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

Date My Commission Expires

FOR NOTARY SEAL OR STAMP



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

GOVERNMENT CODE 27361.7

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:**

NAME OF NOTARY: A.G. JACOBS

DATE COMMISSION EXPIRES: 4/5/10

COMMISSION NUMBER: 1650287

VENDOR NUMBER: NNA1

COUNTY WHERE BOND IS FILED: ORANGE

PLACE OF EXECUTION: IRVINE, CA

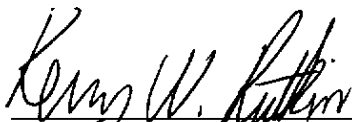
DATE: 6/14/10

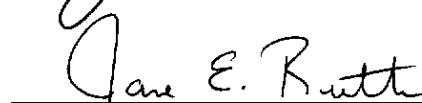
BY:

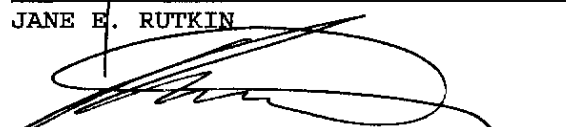


CHICAGO TITLE COMPANY

SIGNATURE


KERRY W. RUTKIN


JANE E. RUTKIN


WAYNE E. HENTHORN


DORIS E. HENTHORN

EXHIBIT 5

SHEET 1 OF 3 SHEETS

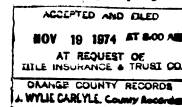
DUPLICATE

TRACT No 8328

IN THE CITY OF COSTA MESA, ORANGE COUNTY, CALIFORNIA.
 BEING A SUBDIVISION OF A PORTION OF LOT 134 IN BLOCK 7 OF IRVINE'S
 SUBDIVISION, PER MAP RECORDED IN BOOK 1, PAGE 88, OF MISCELLANEOUS
 RECORD MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.
 JUNE, 1974
 34 LOTS
 GERALD F. OLDENBURG, L.S. 3246
 13.476 ACRES

WILLIAMSON & SCHMID, CIVIL ENGINEERS

14677



\$9.00

We the undersigned being all parties having any record title interest in the land covered by this map do hereby consent to the preparation and recordation of said map as shown within the blue colored border line. And we hereby offer for dedication to the public for street purposes: Airway Avenue.

I, GERALD F. OLDENBURG, hereby certify that I am a Licensed Land Surveyor, No. 3246, of the State of California, and that this map consisting of three (3) sheets correctly represents a true and complete survey made under my direction in May, 1973; that the monuments are of the character and occupy the positions indicated, or will be set in such positions within one year after the recordation of this map, and that said monuments are sufficient to enable the survey to be retraced.

GERALD F. OLDENBURG, L.S. 3246

IRVINE INDUSTRIAL COMPLEX, a corporation



George C. Hirsch
 ASSISTANT SECRETARY

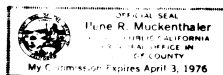
STATE OF CALIFORNIA) SS.
 COUNTY OF ORANGE)

On this 29th day of October, 1974, before me, *George C. Hirsch*, a Notary Public in and for said County and State, personally appeared *George C. Hirsch*, known to me to be the President, and *James H. Eldridge*, known to me to be the Assistant Secretary of the IRVINE

INDUSTRIAL COMPLEX, a corporation, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and they acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

George C. Hirsch
 Notary Public in and for said County and State
 My commission expires April 3, 1976



Under the provisions of Section 11587 of the Subdivision Map Act the following signatures have been omitted:

1. The County of Orange, holder of an "Avigation" easement per deed recorded in Book 6965, Page 721, of Official Records.
2. The Southern California Edison Company, holder of an easement recorded in Book 9250, Page 357, of Official Records.
3. City of Costa Mesa, holder of an easement for road and public utility purposes, recorded June 29, 1973, in Book 10778, Page 538, Official Records.

BASIS OF BEARINGS

Bearings hereon are based on the southwesterly line of Tract No. 8323 being N 61° 12' 16" W per map recorded in Book 332, Pages 20 to 22, inclusive, of Miscellaneous Maps, records of Orange County, California.

I, JAMES H. ELDRIDGE, City Engineer of the City of Costa Mesa, California, do hereby certify that I have examined this map and have found it to be substantially the same as the tentative map as filed with, a amended and approved by the City Planning Commission; that all provisions of the Subdivision Map Act and City Subdivision Regulations have been complied with and I am satisfied that said map is technically correct.

Dated this 29 day of October, 1974.

James H. Eldridge
 CITY ENGINEER,
 CITY OF COSTA MESA

STATE OF CALIFORNIA) SS
 CITY OF COSTA MESA)

I, EILEEN P. PHINNEY, City Clerk of the City of Costa Mesa, do hereby certify that this map was presented for approval to the City Council of said City at a regular meeting thereof held on the 5th day of November, 1974, and that thereupon said Council did by an order duly passed and entered, approve said map and did accept on behalf of the public the offer of dedication for street purposes: Airway Avenue.

Said Council did also approve the subject tract map pursuant to provisions of Section 11587(a) of the Subdivision Map Act.

Dated this 6th day of November, 1974.

Eileen P. Phinney
 CITY CLERK

STATE OF CALIFORNIA) SS
 COUNTY OF ORANGE)

I, ROBERT L. CITRON, County Tax Collector and Redemption Officer of Orange County, do hereby certify that according to the records of my office there are no liens against the land shown on this map or any part thereof for unpaid State, County or City taxes or special assessments collected as taxes.

Dated this 14th day of November, 1974.

ROBERT L. CITRON
 COUNTY TAX COLLECTOR AND
 REDEMPTION OFFICER

By *W. E. Markle*
 DEPUTY

STATE OF CALIFORNIA) SS
 COUNTY OF ORANGE)

I, W. E. ST. JOHN, County Clerk of Orange County, do hereby certify to the County Recorder of said County that the provisions of the Subdivision Map Act have been complied with regarding deposits to secure the payment of taxes or special assessments collected as taxes on the land covered by this map.

Dated this 14th day of November, 1974.

W. E. ST. JOHN
 COUNTY CLERK

By *W. E. Markle*
 DEPUTY

Pursuant to the provisions of Section 11568 of the Subdivision Map Act a soils report was prepared by Rex P. Ketter, RCE 15251, and dated August 7, 1973.

Examined and approved this 14th day of November, 1974.

L. MC CONVILLE
 COUNTY SURVEYOR

By *Lawrence L. Bacon*
 DEPUTY

SHEET 2 OF 3 SHEETS

SCALE: 1" = 50'

TRACT N^o 8328

IN THE CITY OF COSTA MESA, ORANGE COUNTY, CALIFORNIA.

JUNE 1974

34 LOTS

GERALD F. OLDENBURG, L.S. 3246

13.476 ACRES

WILLIAMSON & SCHMID, CIVIL ENGINEERS

14677

ACCEPTED AND FILED
BY 19 1894 AT 8:00 AM
AT REQUEST OF
TITLE INSURANCE & TRUST CO.
ORANGE COUNTY RECORDS
J. WYLLIE CARLILE, County Recorder

\$9.00

BASIS OF BEARINGS:

BEARINGS HEREON ARE BASED ON THE SWLY LINE OF TRACT N^o 8223 BEING N61°12'16"W PER MAP RECORDED IN BOOK 332 PAGES 20 TO 22 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

MONUMENT NOTES:

○ INDICATES SET 2" IRON PIPE TAGGED "L.S. 3246"

△ INDICATES SET SPIKE AND WASHER STAMPED "L.S. 3246"

● INDICATES FOUND MONUMENT AS NOTED.

NOTE:

THE BOUNDARY LINES OF LOTS 1 TO 33 INCLUSIVE ARE EXTERIOR WALL LINES OF BUILDINGS TO BE CONSTRUCTED, WITH THE EXCEPTION OF COMMON LINES OF SAID LOTS WHICH WILL BE THE CENTERLINES OF COMMON PARTY WALLS.

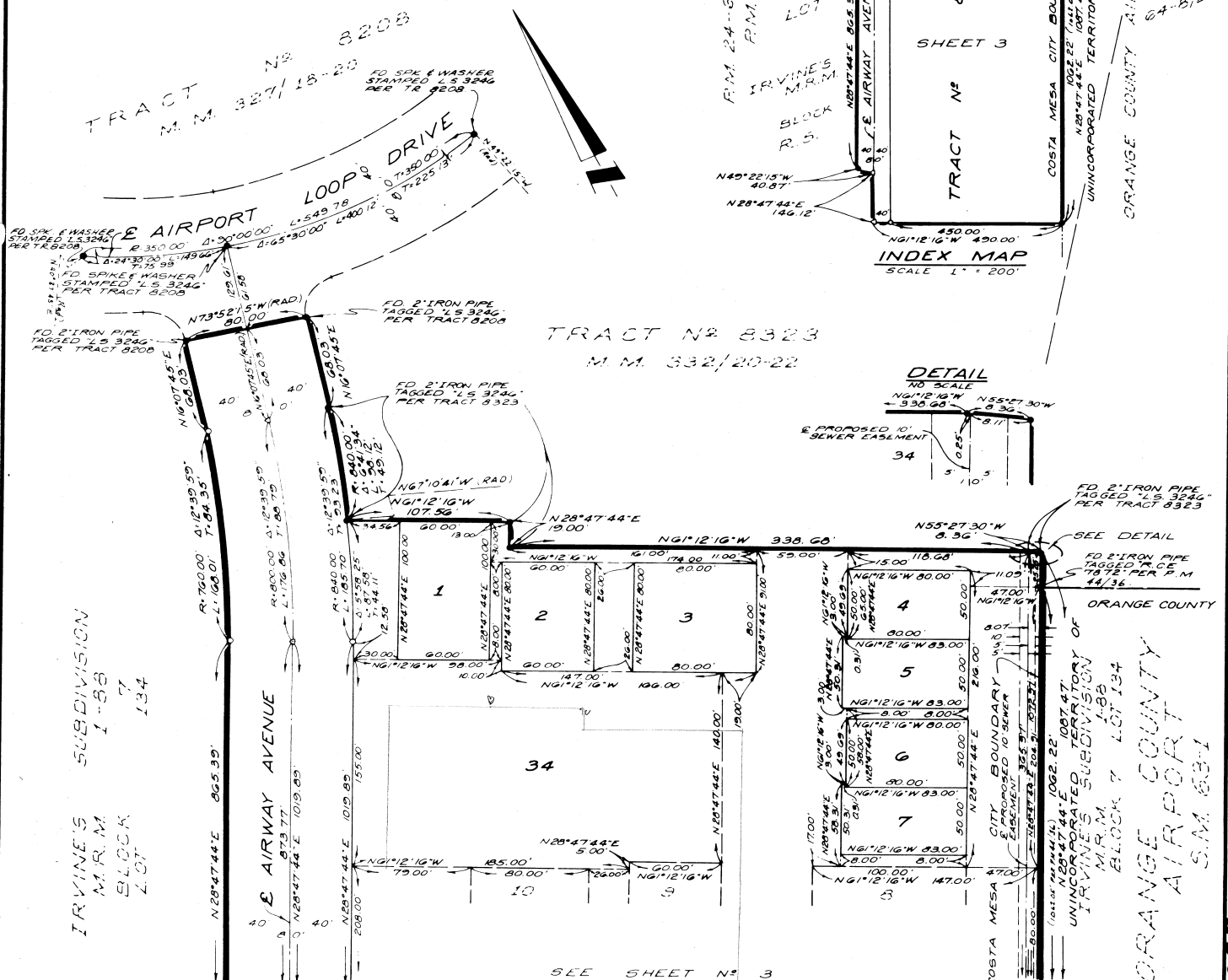


EXHIBIT 6



Berean Community Church

March 31, 2010

Koll / Irvine Center Association

c/o Dave Hasan

Pacific West Asset Management Corp.

3191-D Airport Loop

Costa Mesa, CA 92626

Re: 3184-A Airway - Request to use additional parking on Sundays and during non-business hours

Dear Mr. Hasan,

I am the pastor at Berean Community Church. We are a 230-member Christian church located in the City of Tustin and we are currently in escrow to purchase 3184-A Airway. Our intention is to use this 6,000 square foot building for our Sunday worship services and evening bible studies. We are asking for the Association's permission to allow us to use the Association parking during these times.

Per the City of Costa Mesa's zoning code, we are required to provide approximately 126 on-site parking spaces to our members during our service time. This number includes the 18 parking spaces that account for our share of the parking. I assure you that absolutely no church activity takes place during normal business hours; therefore, our presence in the park will not affect the parking of the neighboring business owners. Here is a list of the times where we will need to use the additional parking:

- ***Sunday Worship*** – 9:00 a.m. – 1:00 p.m. – 108 Association spaces needed
- ***Friday Bible Study*** – 7:00 p.m. – 9:00 p.m. – 15 – 20 Association spaces needed
- ***Saturday Morning*** – Once per month 9:00 a.m. – 11:00 a.m. – 5 – 10 Association spaces needed
- ***Sunday Community Events*** – 4 times per year from approximately 7:00 p.m. – 10:00 p.m. – 108 Association spaces needed

As this building is going to be used strictly for our assembly services, we will not be using any parking during normal business hours. The church does not have any events during these times and our administrative offices are at another location. Our share of the parking will therefore be available to the neighboring owners during business hours.

We hope that you approve our request. We are very much looking forward to being part of your community at Koll / Irvine Center. Please feel free to contact me with any questions about our church or our service times. I can be reached at (949) 232-8021.

Sincerely,

Peter Kim, Pastor

EXHIBIT 7



Received
City of Costa Mesa
Development Services Department

April 1, 2010

APR 02 2010

Planning Division
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Re: Conditional Use Permit Application – Project Description
Project Address: 3184-A Airway

Dear Planning Staff,

I am the authorized agent for the Berean Community Church (the "Applicant"), a 230-member Christian church that was formed in 1997 and is currently located in the City of Tustin. The Applicant is in escrow to purchase 3184-A Airway in the Koll/Irvine Center. Their intention is to use this approximate 5,936 square foot building for their Sunday worship services and evening bible studies. The Applicant is requesting the approval of a Conditional Use Permit.

Per the City of Costa Mesa's zoning code, a church use is conditionally permitted in industrial zones. Further, Church uses have been approved in the past in the Koll/Irvine Center. There is no significant impact to parking as all church hours take place outside of normal business hours on evenings and weekends; therefore, this use is compatible with the surrounding area.

The required number of on-site parking spaces, per the zoning code, is approximately 127. The applicant's share of the common parking is 18 spaces. The Applicant has requested that the Koll/Irvine Center Association grant them the right to use the additional required on-site parking spaces during the times outlined below:

- **Sunday Worship** – 9:00 a.m. – 1:00 p.m. – 109 Association spaces needed
- **Friday Bible Study** – 7:00 p.m. – 9:00 p.m. – 15 – 20 Association spaces needed
- **Saturday Morning** – Once per month 9:00 a.m. – 11:00 a.m. – 5 – 10 Association spaces needed
- **Sunday Community Events** – 4 times per year from approximately 7:00 p.m. – 10:00 p.m. – 109 Association spaces needed

As the Applicant's administrative offices are at another location, this building is going to be used strictly as the church's sanctuary during non-business hours. The Applicant's use in the park will therefore be a benefit as their share of the parking will always be available to the neighboring owners during business hours.

1609 E. McFadden Avenue, Suite C • Santa Ana, California 92705
Tel 949-274-2015 • Fax 949-209-1988 • www.revapacific.com

The Applicant is requesting to use the parking spaces that are shared by addresses 3184, 3186 and 3188. There are a total of 475 parking spaces that serve this area of the development. The Applicant is only in need of 109 spaces so there is more than enough parking spaces to meet the parking requirement. Further, the churches that are currently occupying buildings in the Koll / Irvine Center are not located near to building 3184-A.

We hope that you approve our application. We are very much looking forward to being part of the Costa Mesa community.

Sincerely,

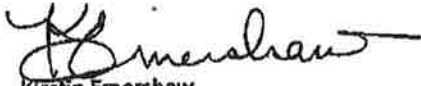

Kirstin Emershaw
Authorized Agent

EXHIBIT 8



April 19, 2010

Mr. Peter Kim
Berean Community Church
14331 Raintree Road
Tustin, CA 92780

**RE: REQUEST FOR APPROVAL OF ADDITIONAL PARKING USE
3184A AIRWAY AVENUE
KOLL IRVINE COMMUNITY ASSOCIATION**

Dear Mr. Kim:

Thank you for your letter regarding dated March 31, 2010 requesting Association approval for a use of additional parking spaces for church services at 3184A Airway Avenue in the Koll Irvine Association.

I am pleased to inform you that your request for additional parking has been approved by the Koll Irvine Association under the following conditions:

- All services and/or other activities may only occur during weekends or after 7:00 pm on weekdays.
- The number of persons allowed during business hours (6:00AM to 7:00PM weekdays) shall be limited to regular, daily business activities and the number of parking spaces that may be used shall not exceed 3.0 spaces per 1,000 square feet of usable office space in the 6,000 square foot building excluding bathrooms, storerooms and other non-occupied areas. This equates to 18 total parking spaces.
- Berean Community Church shall be responsible for cleanup and removal of trash from the parking area and common area from the result of any events.
- Berean Community Church shall be required to contact the City of Costa Mesa to obtain required permits to conduct the requested activities. All services and/or activities may only take place within the building. The common area may not be used for any activities or events.
- Berean Community Church and its patrons must abide by any and all Koll Irvine Association CC&R's and Rules & Regulations.

Any violation of the above stated conditions will void the approved use variance for Berean Community Church for additional parking use at 3184A Airway Avenue in the Koll Irvine Association.

Should you have any questions, please feel free to contact me at 714-433-7300 Ext 213 or by Email at dhasan@pacificwest.cc

Sincerely,

**Pacific West
Asset Management Corporation**

A handwritten signature in black ink, appearing to read "David Hasan", is written over the printed name and title.

David Hasan
Property Manager

Cc: Mel Lee, City of Costa Mesa

EXHIBIT 9



CITY OF COSTA MESA

P O BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92626-1200

DEVELOPMENT SERVICES DEPARTMENT

May 20, 2010

Kirstin Emershaw
1609 E. McFadden, Ste. C
Santa Ana, CA 92705

**RE: ZONING APPLICATION ZA-10-22
MINOR CONDITIONAL USE PERMIT TO DEVIATE FROM SHARED PARKING
REQUIREMENTS FOR A CHURCH USE
3184 A AIRWAY AVENUE, COSTA MESA**

Dear Ms. Emershaw:

Review of the minor conditional use permit for the above-referenced project has been completed. The application, as described in the attached project description, has been approved, based on the findings and subject to the conditions of approval (attached). The decision will become final at 5 p.m. on May, 27, 2010, unless appealed by an affected party (including filing of the necessary application and payment of the appropriate fee) or by a member of the Planning Commission or City Council.

If you have any questions regarding this letter, please feel free to contact the project planner, Wendy Shih, at 714-754-5136, between 1 p.m. and 5 p.m. or via email at wshih@ci.costa-mesa.ca.us

Sincerely,

Willa Bouwens-Killeen
WILLA BOUWENS-KILLEEN, AICP
Zoning Administrator

Attachments: Project description
Findings
Conditions of approval and Code Requirements
Approved conceptual plans

cc: Engineering
Fire Protection Analyst
Building Division

Kerry Rutkin
5811 Grimsby Dr.
Huntington Beach, CA 92649

Peter Kim
14331 Raintree Road
Tustin, CA 92780

David Hasan
Pacific West Asset Mgmt Corp.
P.O. Box 19068
Irvine, CA 92623

Building Division (714) 754-5273 • Code Enforcement (714) 754-5623 • Planning Division (714) 754-5745
FAX (714) 754-4856 • TDD (714) 754-5244 • www.ci.costa-mesa.ca.us

PROJECT DESCRIPTION

- The project site is located in a 5,936 square-foot industrial condominium building within the Koll Irvine Center. It is zoned MP (Industrial Park) and has a General Plan designation of Industrial Park.
- The applicant requests approval of a minor conditional use permit (MCUP) to deviate from shared parking requirements for a church use (Berean Community Church).
- The Code requires 119 parking spaces for the church based on 4,168 square feet of seating area; 18 parking spaces are allocated for this suite based on industrial parking rate.
- Parking impacts are not anticipated due to offset hours of operation since the applicant proposes to use the building for Sunday worship services, evening bible studies, and monthly Saturday meetings only when the majority of the other businesses in the development are closed.
- The church anticipates that they will use, at most, approximately 109 parking spaces during offset hours (weekends and after 7 p.m. on weekdays); approximately 475 parking spaces exist on-site in the immediate common area.
- The proposed use is compatible with existing office uses on-site since it will not affect existing on-site parking demand during the day and use of the building for church assembly will occur during offset hours.
- The General Plan permits a church use in the Industrial Park land use designation provided that land use compatibility and traffic issues are addressed. Therefore, approval of the MCUP is consistent with the General Plan.

FINDINGS

1. The information presented substantially complies with Section 13-29(e) of the Costa Mesa Municipal Code in that:
 - a. The proposed use is compatible and harmonious with uses on-site as well as those on the surrounding properties.
 - b. Safety and compatibility of the design of the buildings, parking areas, landscaping, luminaries, and other site features including functional aspects of the site development such as automobile and pedestrian circulation have been considered.
 - c. The General Plan permits church uses within the property's Industrial Park land use designation provided that land use compatibility and traffic issues are addressed. Since the proposed use will not impact on-site parking due to the offset hours of operation, approval of a MCUP is consistent with the General Plan.
 - d. The planning application is for a project-specific case and does not establish a precedent for future development.

2. The minor conditional use permit to allow a deviation from the shared parking requirement complies with Costa Mesa Municipal Code Section 13-29(g)(2) in that the proposed use is substantially compatible with developments in the same general area. Granting the minor conditional use permit will not be detrimental to the health, safety and general welfare of the public or other properties or improvements within the immediate vicinity. Specifically, parking impacts are not anticipated due to offset hours of operation. Granting the minor conditional use permit will not allow a use, density or intensity, which is not in accordance with the General Plan designation for the property.
3. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City environmental procedures, and has been found to be exempt from CEQA under Section 15301 for Existing Facilities.
4. The project is exempt from Chapter XII, Article 3 Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

CONDITIONS OF APPROVAL

- Ping.
1. If parking shortage or other parking-related problems arise, the applicant shall institute whatever operational measures are necessary to minimize or eliminate the problem, including, but not limited to, reduction of assembly sizes or modification of assembly hours.
 2. Operation of the church shall be limited as described in the project description and applicant's letter dated April 1, 2010 (assembly on weekends and after 7 p.m. on weekdays only). Any expansion or modification of the number of attendees or assembly hours may require approval of a minor conditional use permit.
 3. All services and/or activities shall occur inside the building only.
 4. The applicant/operator shall be responsible for cleanup and removal of any trash from the parking area and common area after each service.
 5. A copy of the conditions of approval for the conditional use permits must be kept on premises and presented to any authorized City official upon request. New business/property owners shall be notified of conditions of approval upon transfer of business or ownership of land.

CODE REQUIREMENTS

The following list of federal, state and local laws applicable to the project has been compiled by staff for the applicant's reference. Any reference to "City" pertains to the City of Costa Mesa.

- Ping.
1. Approval of the zoning application is valid for one (1) year from the effective date of this approval and will expire at the end of that period unless applicant establishes the use by one of the following actions: 1) obtains building permits for the authorized construction and initiates construction; and/or 2) obtains a business license and/or legally

establishes the use. If the applicant is unable to establish the use/obtain building permits within the one-year time period, the applicant may request an extension of time. The Planning Division must receive a written request for the time extension prior to the expiration of the zoning application.

2. The minor conditional use permit herein approved shall be valid until revoked. The minor conditional use permit may be referred to the Planning Commission for modification or revocation at any time if the conditions of approval have not been complied with, if the use is operated in violation of applicable laws or ordinances or, if in the opinion of the Development Services Director or his/her designee, any of the findings upon which the approval was based are no longer applicable. Nothing in this condition shall exempt the applicant from complying with any time limits applied to any construction authorized by this application.
3. All noise-generating construction activities shall be limited to 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. Saturday. Noise-generating construction activities shall be prohibited on Sunday and the following Federal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
4. Permits shall be obtained for all signs according to the provisions of the Costa Mesa Sign Ordinance.
- Bus. 5. All contractors and subcontractors must have valid business licenses to
Lic. do business in the City of Costa Mesa. Final inspections, final occupancy, and utility releases will not be granted until all such licenses have been obtained.
- Bldg. 6. If construction is required, comply with the requirements of the 2007 California Building Code, California Electrical Code, California Mechanical Code and California Plumbing Code (or the applicable adopted California Building Code, California Electrical Code, California Mechanical Code and California Plumbing Code at the time of plan submittal) and California Code of Regulations, Title 24 energy, also known as the California Building Standards Code, as amended by the City of Costa Mesa.

EXHIBIT 10

LEE, MEL

From: BOUWENS-KILLEEN, WILLA
Sent: Tuesday, February 23, 2016 2:26 PM
To: Bereanpk@gmail.com
Cc: emailmarklim@gmail.com; GOATES, DAVID; LEE, MEL
Subject: RE: Letter in Response to Willa Bouwens

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon, Pastor Kim,

Thank you for the clarification; it is most appreciated.

As I stated in my letter, your approval was for the use of 109 parking spaces; any increase over that would need to be approved by the City's Planning Division. It would appear from your information, however, that you continue to comply with that requirement. If anything changes, please let the Planning Division know so it can be accounted for.

Since the time you processed your minor conditional use permit, we have received direction that we cannot require approval by the association to use the parking. However, as part of our normal notification procedure, the association was notified, which resulted in their protest letter. That input was considered as part of the initial and ultimate decisions.

I believe when I spoke with you, Pastor Kim, I had informed you that the denial of the cultural center under ZA-15-38 has been appealed; I wanted to let you know that is scheduled for the City Council meeting of March 15, 2016.

Again, thank you for your response. Please let me know if you have any questions.

Sincerely,

Willa Bouwens-Killeen, AICP
Zoning Administrator
City Of Costa Mesa
 77 Fair Dr. Costa Mesa, CA 92626
 714.754.5153 fax 714.754.4856
Willa.Bouwens-Killeen@costamesaca.gov

From: mark Lim [mailto:emailmarklim@gmail.com]
Sent: Tuesday, February 23, 2016 11:37 AM
To: BOUWENS-KILLEEN, WILLA <WILLA.BOUWENS-KILLEEN@costamesaca.gov>
Cc: Peter Kim <Bereanpk@gmail.com>
Subject: Letter in Response to Willa Bouwens

Dear Willa Bouwens-Killeen and Officer David Goates,

We have received a letter with concerns that we are in violation of our "Minor Conditional Use Permit." We have tried to reach out to you various times by phone and left a few messages but did not receive a callback.

Thank you for reaching out to us about your concerns over the use of parking in our association of 109 spaces. I hope the explanation below will satisfy any concerns you may have.

1. We have two services on Sundays that run at 9:00 am and 11:00 am. The entire congregation is not present at one time so the use of spaces is spread out during those two times. Our first service holds anywhere from 70 to 120 people and our second service at 11am hold between 220 to 300. The 300 max number are not all adults either so the children are coming with parents which reduces the need for parking even further. Since we are currently using less than 109 parking spaces in either of our 9 or 11 am services where main Sunday worships are taking place there is no violation of our cup even if 109 was the maximum.

2. When our conditional use permit was approved, the city required us to have a minimum of 109 spaces, which we satisfied. There was no clause or statement about the maximum, just as there is no stated maximum for the application for MCUP of Building J. Each building is given 3 parking spaces for 1000 square feet so any need for above that use would need the association approval as we were required to do.

3. We obtained approval from the association to use the available parking in the business park. We are truly off-hours with the surrounding businesses and the association has granted us approval to use the surrounding parking. Since the sharing of parking is really an issue for the association to deal with, they should have been contacted. To our understanding, the association has sent in a letter opposing the application of the Minor Conditional Use of Building J.

In summary, we hope to have shown that we are appropriately functioning under our conditional use permit and under the approval of our association. Please contact me if you have any further questions at (Bereanpk@gmail.com)

Sincerely,

Peter Kim

Senior Pastor

Berean Community Church

EXHIBIT 11



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Private Lessons

Arts & Learning Conservatory Private Instruction

Private lessons are the foundation for developing artistic skills from the first notes through a professional career. Private instrumental lessons are for children age 3 and older. Private acting lessons are for children 8 years and older. Voice lessons are for children age 10 and older. Tuition includes 2-3 performances per year at our new site in Costa Mesa, where lessons are held. Our professional instructors will help your child build a solid foundation of Curiosity, Creativity, and Communication. And of course they will HAVE FUN!

Private Lesson Pricing

30 minutes, once a week, \$150/month

45 minutes, once a week, \$210/month.

60 minutes, once a week, \$280/month.

A & L Conservatory offers private lessons in:

- Theater
- Woodwinds
- Brass
- Strings (age 3 and up)
- Guitar (Acoustic, electric, and classical)
- Percussion
- Voice* (10 years old and up)

All private lessons are scheduled through our office manager. To request private lessons for a student, complete the form below or contact us at 714.728.7100 or info@artsandlearning.org.

If inquiring by email, please include the following information:

- Student's name
- Age
- Any previous musical study
- Available days and times for lesson scheduling

Private Lessons Request

Email *

Student's Name *

Age *

Type of instruction *

Any previous musical study? *

Available days and times for lesson scheduling *

Submit

Recent Posts

- [Bellagio Strings Audition](#) June 20, 2016
- [‘I Heart OC’ on April 27-28](#) April 21, 2016
- [Lion King Cast](#) February 7, 2016
- [Jedi Junior High Documentary](#) December 18, 2015
- [Production Support](#) December 16, 2015

Archives

- [June 2016](#)
- [April 2016](#)
- [February 2016](#)
- [December 2015](#)
- [June 2015](#)
- [April 2015](#)
- [March 2015](#)
- [January 2015](#)
- [December 2014](#)
- [September 2014](#)
- [August 2014](#)
- [May 2014](#)
- [April 2014](#)
- [March 2014](#)
- [February 2014](#)

- [January 2014](#)
- [December 2013](#)
- [November 2013](#)
- [October 2013](#)
- [September 2013](#)
- [August 2013](#)
- [July 2013](#)
- [June 2013](#)
- [May 2013](#)
- [April 2013](#)

Blog Topics

- [Annie](#)
- [Art & Theater](#)
- [Article](#)
- [Cinderella](#)
- [Class](#)
- [Gallery](#)
- [Interview](#)
- [Into the Woods](#)
- [Musical Theater Schools](#)
- [Performance](#)
- [Peter Pan](#)
- [Production](#)
- [Seussical](#)
- [Spring 2013](#)
- [Spring 2014](#)
- [Support Opportunity](#)
- [The Wizard of Oz](#)
- [Uncategorized](#)
- [Videos](#)
- [Year](#)
- [Youtube](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)



Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Full Summer Schedule

Browse All Summer Camps

Grade Completed June 2016:

**Grade level indicates grade completed by June 2016

String Orchestra Camps/Grades 4th-9th

9:30am-12noon, Monday- Friday

\$250 per camper, five day session (Early bird rate ends May 15th)

Exploratory Theater Day Camps/ Grades K-3rd

9am to noon, Monday – Friday

\$200 per camper, five day session (Early bird rate ends May 15th)

Musical Theater Arts Camps/ Grades 4th-12th

9am to 12:30pm, Monday- Friday

\$375 per camper, ten day session (Early bird rate ends May 15th)

*evening performance at 7pm on final day.

Technical Theater Camp / Grades 8th-12th

Aug. 15-19, 9:00-12pm, Monday- Friday

\$250 per camper, five day session (Early bird rate ends May 15th)

Class Title & Link	Class Dates	Time	Grades	Cost	Register
Star Wars Jedi (Gr. K-3)	July 25 - July 29	9 am–12 pm	K - 3	\$225	Add to Cart
Camp Broadway (Gr. 4-12)	July 25 - Aug 5	9 am–12 pm	4 - 12	\$400	Add to Cart
Camp Broadway Tickets	\$5	Add to Cart			
Alice & the Mad Hatter (Gr. K-3)	Aug 8 - Aug 12	9 am–12 pm	K - 3	\$225	Add to Cart
The Wiz Audition Workshop	Aug 22, 2016	Mon, 6pm-8:30pm	Ages 8-19	\$25	Add to Cart
The Wiz Audition Workshop	Aug 29, 2016	Mon, 6pm-8:30pm	Ages 8-19	\$25	Add to Cart
The Wiz Audition	Sept. 10, 2016	Sat, 9am	Ages 8-19	\$475	Add to Cart

[View Cart and Register](#)

Recent Posts

- [Bellagio Strings Audition](#) June 20, 2016
- [‘I Heart OC’ on April 27-28](#) April 21, 2016
- [Lion King Cast](#) February 7, 2016
- [Jedi Junior High Documentary](#) December 18, 2015
- [Production Support](#) December 16, 2015

Archives

- [June 2016](#)
- [April 2016](#)
- [February 2016](#)
- [December 2015](#)
- [June 2015](#)
- [April 2015](#)
- [March 2015](#)
- [January 2015](#)

- [December 2014](#)
- [September 2014](#)
- [August 2014](#)
- [May 2014](#)
- [April 2014](#)
- [March 2014](#)
- [February 2014](#)
- [January 2014](#)
- [December 2013](#)
- [November 2013](#)
- [October 2013](#)
- [September 2013](#)
- [August 2013](#)
- [July 2013](#)
- [June 2013](#)
- [May 2013](#)
- [April 2013](#)

Blog Topics

- [Annie](#)
- [Art & Theater](#)
- [Article](#)
- [Cinderella](#)
- [Class](#)
- [Gallery](#)
- [Interview](#)
- [Into the Woods](#)
- [Musical Theater Schools](#)
- [Performance](#)
- [Peter Pan](#)
- [Production](#)
- [Seussical](#)
- [Spring 2013](#)
- [Spring 2014](#)
- [Support Opportunity](#)
- [The Wizard of Oz](#)
- [Uncategorized](#)
- [Videos](#)
- [Year](#)
- [Youtube](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)

- [schedule-calendar](#)
- [Sitemap](#)

Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Registration

Star Wars Jedi (Gr. K-3)

Description:

Dates: July 25 - July 29 **Times:** 9 am–12 pm **Grades:** K - 3

**Exploratory Theater
Day Camp****Dates:** July 25 - July 29,
9:00am- 12:00pm**Grades:** K-3**Location:** Waldorf School
of Orange County, 2350
Canyon Drive, Costa
Mesa, CA 92627**Tuition:** \$225

Arts & Learning offers 1 week half-day camps for those entering 1st through 3rd grade (Exploratory Arts). Using a variety of titled themes as springboards, campers explore creative drama, music, movement, and visual art activities to bring stories to life. On the final day of camp, parents are invited to join the class for the final 30 minutes to see a culmination of the work explored during the session. Camps run from 9:00 a.m.-12:00 p.m.

Address:

Waldorf School of Orange County
2350 Canyon Drive
Costa Mesa, CA
92627

[Map and Directions](#)

**Start Date:**

Monday, July 25, 2016

End Date:

July 29, 2016



Start Time:	9:00 AM
End Time:	12:00 PM
Price:	\$225.00

Registration Details

Attendee Information

First Name *

Last Name *

Address Information

Address *

City *

State *

Zip *

Email *

Phone

Parent Information

Parent/Guardian First Name *

Parent/Guardian Last Name *

Spouse First Name

Spouse Last Name

Home/Mobile Phone *

Work/Other Phone *

Additional Parent/Guardian Email

Employer Company Name

Medical Information

Health Insurance Company Name *

Doctor's Name *

Doctor's Number *

Emergency Contact Name *

Emergency Contact Number *

Medical Information: (allergies, medications, current treatments, activity restrictions, etc). Write 'none' if none *

Educational Information

School Attending *

Grade *

Gender *

Student Date of Birth *

Additional Information

Refund Policy

Refunds (less \$50.00 service charge per child, per class or camp) are available up until seven days prior to the start of class or camp, after which time no refund is given. If Arts & Learning must cancel a class or camp due to insufficient enrollment, any tuition paid will be refunded in full. Note: Once a child has auditioned for a play, there are no refunds or tuition credit granted.

*



I understand and agree
(1 of 3)

How Did you hear about us? *

I would like to volunteer to assist as a rehearsal parent *



Yes



No

Student applicants who wish to be considered for a scholarship must submit a detailed statement establishing their need. A copy of last year's tax return (first page) will be required according to [instructions found here](#).

Media Release

By registering for this class you are permitting A&L to use pictures and video of you and those in your party as program participants in promotional materials.

*



I understand and agree
(2 of 3)

Stay Informed

Sign up for email news?

Select One

Sign up for infrequent text message updates?

Select One

Promo Code:

Add More Attendees? (click to toggle, limit 4)

Submit

[Private Lessons](#)

Upcoming Shows

[Camp Broadway Tickets - August 5, 2016](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Search...



Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



Arts Orange County's Outstanding Arts Organization of 2014

Confidence and Creativity...for Life!

+ Open Menu

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Registration

Camp Broadway (Gr. 4-12)

Description:

Dates: July 25 - Aug 5 **Times:** 9 am–12 pm **Grades:** 4 - 12

Musical Theater Arts Camps

Dates: July 25 - August 5, 9:00am-12:00pm (Monday - Friday)
*evening performance at 7pm on final day.



Grades: 4-12

Location: Waldorf School of Orange County, 2350 Canyon Drive, Costa Mesa, CA 92627

Tuition: \$400

Theater Arts Camps are more performance-oriented and provide students with an intensive and fun rehearsal and performance experience. This camp is geared towards seasoned actors, and will include an additional performance at South Coast Plaza in September. The final performance for the week is held on Friday at 7 p.m.

Camp Broadway features excerpts from some of the most loved Broadway hits, such as Hairspray!, Newsies, The Wiz, and more!

Address:

Waldorf School of Orange County
2350 Canyon Drive
Costa Mesa, CA
92627
[Map and Directions](#)



Start Date:

Monday, July 25, 2016

End Date:

August 5, 2016



Start Time: 9:00 AM

End Time: 12:00 PM

Price: \$400.00

Registration Details

Attendee Information

First Name *

Last Name *

Address Information

Address *

City *

State *

Zip *

Email *

Phone

Parent Information

Parent/Guardian First Name *

Parent/Guardian Last Name *

Spouse First Name

Spouse Last Name

Home/Mobile Phone *

Work/Other Phone *

Additional Parent/Guardian Email

Employer Company Name

Medical Information

Health Insurance Company Name *

Doctor's Name *

Doctor's Number *

Emergency Contact Name *

Emergency Contact Number *

Medical Information:
(allergies, medications, current treatments, activity restrictions, etc). Write 'none' if none *

Educational Information

School Attending *

Grade *

Gender *

Student Date of Birth *

Additional Information

Refund Policy

Refunds (less \$50.00 service charge per child, per class or camp) are available up until seven days prior to the start of class or camp, after which time no refund is given. If Arts & Learning must cancel a class or camp due to insufficient enrollment, any tuition paid will be refunded in full. Note: Once a child has auditioned for a play, there are no refunds or tuition credit granted.

*



I understand and agree
(1 of 3)

How Did you hear about us? *

I would like to volunteer to assist as a rehearsal parent *



Yes



No

Student applicants who wish to be considered for a scholarship must submit a detailed statement establishing their need. A copy of last year's tax return (first page) will be required according to [instructions found here](#).

Media Release

By registering for this class you are permitting A&L to use pictures and video of you and those in your party as program participants in promotional materials.

*



I understand and agree
(2 of 3)

Stay Informed

Sign up for email news?

Select One

Sign up for infrequent text message updates?

Select One

Promo Code:

Add More Attendees? (click to toggle, limit 4)

Submit

[Private Lessons](#)

Upcoming Shows

[Camp Broadway Tickets - August 5, 2016](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Search...



Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Smmer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Registration

Alice & the Mad Hatter (Gr. K-3)

Description:

Dates: Aug 8 - Aug 12 **Times:** 9 am–12 pm **Grades:** K - 3

Exploratory Theater Day Camp

Dates: August 8 - August 12,
9:00am- 12:00pm

Grades: K-3

Location: Waldorf School of Orange
County, 2350 Canyon Drive, Costa
Mesa, CA 92627

Tuition: \$225



Arts & Learning offers 1 week half-day camps for those entering 1st through 3rd grade (Exploratory Arts). Using a variety of titled themes as springboards, campers explore creative drama, music, movement, and visual art activities to bring stories to life. On the final day of camp, parents are invited to join the class for the final 30 minutes to see a culmination of the work explored during the session. Camps run from 9:00 a.m.-12:00 p.m.

Address:

Waldorf School of Orange County
2350 Canyon Drive
Costa Mesa, CA
92627
[Map and Directions](#)

**Start Date:**

Monday, August 8, 2016

End Date:

August 12, 2016



Start Time: 9:00 AM
End Time: 12:00 PM
Price: \$225.00

Registration Details

Attendee Information

First Name *

Last Name *

Address Information

Address *

City *

State *

Zip *

Email *

Phone

Parent InformationParent/Guardian First
Name *Parent/Guardian Last
Name *

Spouse First Name

Spouse Last Name

Home/Mobile Phone *

Work/Other Phone *

Additional
Parent/Guardian EmailEmployer Company
Name**Medical Information**Health Insurance
Company Name *

Doctor's Name *

Doctor's Number *

Emergency Contact
Name *Emergency Contact
Number *Medical Information:
(allergies,
medications, current
treatments, activity
restrictions, etc). Write
'none' if none *

Educational Information

School Attending *

Grade *

Gender *

Student Date of Birth *

Additional Information

Refund Policy

Refunds (less \$50.00 service charge per child, per class or camp) are available up until seven days prior to the start of class or camp, after which time no refund is given. If Arts & Learning must cancel a class or camp due to insufficient enrollment, any tuition paid will be refunded in full. Note: Once a child has auditioned for a play, there are no refunds or tuition credit granted.

*



I understand and agree
(1 of 3)

How Did you hear about us? *

I would like to volunteer to assist as a rehearsal parent *



Yes



No

Student applicants who wish to be considered for a scholarship must submit a detailed statement establishing their need. A copy of last year's tax return (first page) will be required according to [instructions found here](#).

Media Release

By registering for this class you are permitting A&L to use pictures and video of you and those in your party as program participants in promotional materials.

*



I understand and agree
(2 of 3)

Stay Informed

Sign up for email news?

Select One

Sign up for infrequent text message updates?

Select One

Promo Code:

Add More Attendees? (click to toggle, limit 4)

Submit

[Private Lessons](#)

Upcoming Shows

[Camp Broadway Tickets - August 5, 2016](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Search...



Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Smmer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Registration

The Wiz Audition Workshop

Description:

Date: Aug 22, 2016 **Times:** Mon, 6pm-8:30pm **Grades:** Ages 8-19

Wiz AUDITION WORKSHOP

Date: Aug 22, 6:30pm-8pm

Location: Irvine, address TBC

Ages: 8-19

The Wiz: The Super Soul Musical is an urbanized retelling of *The Wonderful Wizard of Oz* in the context of a modern soulful take.

Get ready to "Ease on Down the Road" with the Arts & Learning Conservatory's (ALC) audition workshop as we prepare for our Fall production of The WIZ.

Our workshop empowers participants to audition for any musical theatre opportunity with confidence by strengthening techniques in acting, dancing and singing. Participants will learn performance readiness skills, by practicing the process and understanding the vocabulary of a musical theatre audition.

Our skilled professional teaching artists help aspiring performers gain self-confidence by giving participants the tools they need for success, including what to expect in an audition, how to connect with new material, how to approach a cold reading, and how to understand and take direction.

Our workshops fill quickly. Whether you choose one or both you will have a solid experience.

Cost: \$25, 2 for 1 (bring a friend for free)

For questions about the workshop or our other fall classes contact us at info@artsandlearning.org or 714.728.7100.

**Date:**

Monday, August 22, 2016



Start Time: 6:30 PM

End Time: 8:00 PM

Price: \$25.00

Registration Details**Attendee Information**

First Name *

Last Name *

Address Information

Address *

City *

State *

Zip *

Email *

Phone

Parent Information

Parent/Guardian First Name *

Parent/Guardian Last Name *

Spouse First Name

Spouse Last Name

Home/Mobile Phone *

Work/Other Phone *

Additional Parent/Guardian Email

Employer Company Name

Educational Information

School Attending *

Grade *

Gender *

Student Date of Birth *

Stay Informed

Sign up for email news?

Sign up for infrequent text message updates?

Terms & Conditions

Refund Policy

Refunds (less \$50.00 service charge per child, per class or camp) are available up until seven days prior to the start of class or camp, after which time no refund is given. If Arts & Learning must cancel a class or camp due to insufficient enrollment, any tuition paid will be refunded in full. Note: Once a child has auditioned for a play, there are no refunds or tuition credit granted.

*



I understand and agree
(1 of 3)

How Did you hear about us? *

Student applicants who wish to be considered for a scholarship must submit a detailed statement establishing their need. A copy of last year's tax return (first page) will be required according to [instructions found here](#).

Media Release

By registering for this class you are permitting A&L to use pictures and video of you and those in your party as program participants in promotional materials.

*



I understand and agree
(2 of 3)

Waiver & Assumption of Risk

I, the undersigned Participant of any educational event organized or authorized by Arts &

Add More Attendees? (click to toggle, limit 4)

Submit

[Private Lessons](#)

Upcoming Shows

[Camp Broadway Tickets - August 5, 2016](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Search... 

Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Registration

The Wiz Audition Workshop

Description:

Date: Aug 29, 2016 **Times:** Mon, 6pm-8:30pm **Grades:** Ages 8-19

WIZ AUDITION WORKSHOP

Date: Aug 29th, 6:30-8:30pm

Location: New Hope Church, 191 N Orange St, Orange, CA 92866

Ages 8-19

The Wiz: The Super Soul Musical is an urbanized retelling of *The Wonderful Wizard of Oz* in the context of a modern soulful take.

Get ready to "Ease on Down the Road" with the Arts & Learning Conservatory's (ALC) audition workshop as we prepare for our Fall production of The WIZ.

Our workshop empowers participants to audition for any musical theatre opportunity with confidence by strengthening techniques in acting, dancing and singing. Participants will learn performance readiness skills, by practicing the process and understanding the vocabulary of a musical theatre audition.

Our skilled professional teaching artists help aspiring performers gain self-confidence by giving participants the tools they need for success, including what to expect in an audition, how to connect with new material, how to approach a cold reading, and how to understand and take direction.

Our workshops fill quickly. Whether you choose one or both you will have a solid experience.

Cost: \$25, 2 for 1 (bring a friend for free)

For questions about the workshop or our other fall classes contact us at info@artsandlearning.org or 714.728.7100.

**Date:**

Monday, August 29, 2016



Start Time: 6:30 PM

End Time: 8:00 PM

Price: \$25.00

Registration Details**Attendee Information**

First Name *

Last Name *

Address Information

Address *

City *

State *

Zip *

Email *

Phone

Parent Information

Parent/Guardian First Name *

Parent/Guardian Last Name *

Spouse First Name

Spouse Last Name

Home/Mobile Phone *

Work/Other Phone *

Additional Parent/Guardian Email

Employer Company Name

Educational Information

School Attending *

Grade *

Gender *

Student Date of Birth *

Stay Informed

Sign up for email news?

Sign up for infrequent text message updates?

Terms & Conditions

Refund Policy

Refunds (less \$50.00 service charge per child, per class or camp) are available up until seven days prior to the start of class or camp, after which time no refund is given. If Arts & Learning must cancel a class or camp due to insufficient enrollment, any tuition paid will be refunded in full. Note: Once a child has auditioned for a play, there are no refunds or tuition credit granted.

*



I understand and agree
(1 of 3)

How Did you hear about us? *

Student applicants who wish to be considered for a scholarship must submit a detailed statement establishing their need. A copy of last year's tax return (first page) will be required according to [instructions found here](#).

Media Release

By registering for this class you are permitting A&L to use pictures and video of you and those in your party as program participants in promotional materials.

*



I understand and agree
(2 of 3)

Waiver & Assumption of Risk

I, the undersigned Participant of any educational event organized or authorized by Arts &

Add More Attendees? (click to toggle, limit 4)

Submit

[Private Lessons](#)

Upcoming Shows

[Camp Broadway Tickets - August 5, 2016](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Search... 

Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Registration

The Wiz Audition

Description:

Date: Sept. 10, 2016 **Times:** Sat, 9am **Grades:** Ages 8-19

**Audition
Date:**



Sept. 10th, 9 am.

Location: 3184 A Airway Ave, Costa Mesa CA 92626

Ages 8-19

The Wiz: The Super Soul Musical is an urbanized retelling of *The Wonderful Wizard of Oz* in the context of a modern soulful take.

Get ready to 'Ease On Down the Road' as the Arts & Learning Conservatory (ALC) brings The WIZ to the OC stage. This is a fun cast with a cultural diversity of actors between the ages of 8-19. This Fall 2016 production of the seven time Tony Award-winning musical *The WIZ* is to be presented November 4-6. This musical will encompass a lively mixture of rock, gospel, and soul. Come ready to sing, act and dance!

Tuition: \$475 (Includes Audition, Professional Instruction + Rehearsals & Shows)

Rehearsal Times:

Monday: 5:30-7:30 pm, Thursday: 5:30-7:30pm (as called), Saturday: 9 am-12 pm

Production Details

Production Location: Nov. 4-6 at Segerstrom High Theater, 2301 MacArthur Blvd, Santa Ana

To audition, you must complete the online registration form and submit tuition.

Once registered, everyone will be invited to attend auditions.

Bring a picture to staple to **audition form**. Bring with you to Audition.

List of any rehearsal conflicts you anticipate. Bring with you to Audition.

The Wiz Audition Info Sheet

Prerequisite: A placement audition will take place on the first day; all enrolled students will be cast in the production. Cast size is limited.

Auditionees must be fully registered prior to audition. No refunds will be issued after cast list is posted. If registering a day or two prior to auditions, please still register online and arrive with a head shot, rehearsal conflict sheet, and enrollment receipt to auditions.

Come prepared with:

- 30 second song selection (from show) if interested in lead role
- Current head shot
- Audition form
- Online registration
- Arrive in enough time for registration

Anyone interested in stage crew, costuming, set design, makeup, etc. is welcome to stop by auditions to complete an application. Please bring your resume with you.

For questions about the workshop or our other fall classes contact us at info@artsandlearning.org or 714.728.7100.

Address:

3184 Airway Ave
Costa Mesa, CA
92626
[Map and Directions](#)



Start Date:

Saturday, September 10, 2016

End Date:

November 6, 2016



Start Time: 9:00 AM
End Time: 8:00 PM
Price: \$475.00

Registration Details

Attendee Information

First Name *

Last Name *

Address Information

Address *

City *

State *

Zip *

Email *

Phone

Parent InformationParent/Guardian First
Name *Parent/Guardian Last
Name *

Spouse First Name

Spouse Last Name

Home/Mobile Phone *

Work/Other Phone *

Additional
Parent/Guardian EmailEmployer Company
Name**Medical Information**Health Insurance
Company Name *

Doctor's Name *

Doctor's Number *

Emergency Contact
Name *Emergency Contact
Number *Medical Information:
(allergies,
medications, current
treatments, activity
restrictions, etc). Write
'none' if none *

Educational Information

School Attending *

Grade *

Gender *

Student Date of Birth *

Stay InformedSign up for email
news?Sign up for infrequent
text message updates?

Terms & Conditions

Refund Policy

Refunds (less \$50.00 service charge per child, per class or camp) are available up until seven days prior to the start of class or camp, after which time no refund is given. If Arts & Learning must cancel a class or camp due to insufficient enrollment, any tuition paid will be refunded in full. Note: Once a child has auditioned for a play, there are no refunds or tuition credit granted.

*



I understand and agree
(1 of 3)

How Did you hear about us? *

Student applicants who wish to be considered for a scholarship must submit a detailed statement establishing their need. A copy of last year's tax return (first page) will be required according to [instructions found here](#).

Media Release

By registering for this class you are permitting A&L to use pictures and video of you and those in your party as program participants in promotional materials.

*



I understand and agree
(2 of 3)

Waiver & Assumption of Risk

I, the undersigned Participant of any educational event organized or authorized by Arts &

Add More Attendees? (click to toggle, limit 4)

Submit

[Private Lessons](#)

Upcoming Shows

[Camp Broadway Tickets - August 5, 2016](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Search... 

Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach

File Edit View History Bookmarks Tools Help

Theater, Music, and Dance ... x +

https://www.artsandlearning.org

Most Visited Getting Started California Eminent Do... Orange County Wome... https://signin.lexisnexi... Business Search - Busi... My Drive - Google Drive Civil Litigation | CEBbl... California Land Use Bl...

Arts & Learning Conservatory
Arts Orange County's Outstanding Arts Organization of 2014

About ▾ Classes ▾ Auditions ▾ Tickets ▾ Donate
A&L Wish List

Spring Break
Summer Camps
Participating Schools
Scholarships
Private Lessons
Email Updates

THE WIZ

AUDITIONS

August 22 & 29 Workshops
September 10 Audition

https://www.artsandlearning.org/classes/



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

+ Open Menu

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

About Us

The Arts & Learning Conservatory is dedicated to creating a solid and focused experience on & off stage for each student through its unique musical theater and performing arts programs offering dynamic instruction in drama, voice, instrumental classes, and dance. Our goal is to promote a hands-on experience in the arts to all children regardless of race, age, income or level of experience. Students in the A&L program receive university-level concepts presented at age appropriate levels, allowing participants to achieve higher levels of excellence in their personal & artistic abilities. Most importantly, we seek to keep a love of theater and the arts alive while instilling valuable life skills that promote teamwork, articulation, public speaking, and refined social skills.

History

The Arts & Learning Conservatory is an outgrowth of Founder Debora Wondercheck (Professor of Instrumental Music, Vanguard University) and her desire to envision youth of all backgrounds with a love of the arts through hands-on learning. A&L began in 2004 as a summer performing arts camp with 13 string musicians and 8 actors. The following summer the program had an enrollment of 142, and a successful school year program was launched in the fall. In 2005 Arts & Learning became Incorporated and recognized as a non-profit organization. Today the Arts & Learning Conservatory performs for over 10,000 people yearly and provides arts education to nearly 1500 children of Orange County annually.

About Our Founder/CEO

Debora Wondercheck (MFA) is the Founder and CEO of the Arts & Learning Conservatory (A&L), an inspirational arts education program now celebrating 10 years of influential growth in Orange County. Starting with only four performances a year and growing to over 35 county-wide, Debora expanded A&L's reach in just a decade, from 21 students to over 1,500, and its audiences now extend to 10,000 annually. Debora also currently serves as Director of Music at the Waldorf School of Orange County (unanimously superior rated orchestra of SCSBOA). She is the founding conductor of the Bellagio Strings Youth Orchestra of OC. Debora is an accomplished Master teacher of string pedagogy having taught at Vanguard University, Irvine Unified School District, and Newport Mesa Unified District. As for awards, on behalf of A&L, Debora is a recent winner of the Outstanding Arts Organization Award from Arts Orange County for the creation of effective arts and education programs to youth. Earlier in 2014, Debora was presented the Distinguished Woman of Substance Award of Orange County. In 2012, Debora received the Links Incorporated Woman of Service Award, for Exemplary Community Service to youth for her After School Arts Programs. Debora has also received the Teacher of Excellence Award from the Newport Mesa Unified District. Debora embraces her community with participation on various arts commissions like the Cultural Arts Committee for the city of Costa Mesa, the Arts Alliance of California, and the Orange County Music and Arts Administrator Association. Debora always counts it a high privilege to serve children, their families, and our community with inspiring programs that develop *confidence and creativity ...for life*.

Board Connection



[Debora Wondercheck](#)
[Founder/CEO & Bellagio Strings Director](#)



[Ruth DeNault](#)
[Advisory Board](#)



[Andy Horowitz](#)
[Advisory Board](#)



[Mary Lyons](#)
[Advisory Board](#)



[James Melton](#)
[Advisory Board](#)

Staff



[Debora Wondercheck](#)
[Founder/CEO & Bellagio Strings Director](#)



[Aaron Al-Imam](#)

[Music Director](#)



[Jonathan Arana](#)
[Music Specialist](#)



[Nikki Bohne](#)
[Theater Instructor / Vocal Instructor](#)



[Kalena Bovell](#)
[Strings Instructor](#)



[Colleen Brown](#)
[Production Manager](#)



[Shelby Burnett](#)
[Musical Instructor](#)



[Shaun Carmer](#)
[Band Instructor](#)



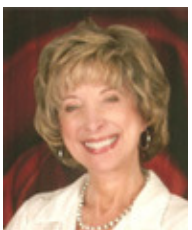
[Sukyi Choi-Kim](#)
[Strings Instructor](#)



[Rob Covacevich](#)
[Band Instructor](#)



[Karen Deaner](#)
[Orchestra Manager, Bellagio Strings Youth Orchestra](#)



[Linda Eldridge](#)
[Music Director](#)



[Tamara Griffey](#)
[Stage Manager](#)



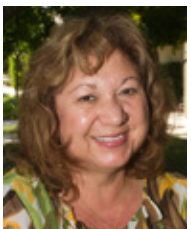
[Emily Mitchell Lindbeck](#)
[Theater Director](#)



[Edwin Lovo](#)
[Band Instructor](#)



[Allison Mamann](#)
[Theater Instructor / Stage Manager](#)



[Susan Mattoon](#)
[Vocal Director](#)



[Mary Montgomery](#)
[Dance Instructor](#)



[Art Ortiz](#)
[Vocal Director](#)



[Elizabeth Perico](#)
[Office Manager](#)



[Kim Sava-Capristo](#)
[Bookkeeper](#)



[Jenny Shaw](#)
[Choreographer](#)



[Jacklyn Smith](#)
[Dance Instructor](#)



[Kathy Steinhaus](#)
[Guest Instructor](#)



[Kevin Weed](#)
[Musical Director](#)



[Elise Ybarra](#)
[Choreographer](#)

[Private Lessons](#)

Participating Districts

- [Centralia](#)
- [Fountain Valley](#)
- [Newport-Mesa Unified](#)
- [Tustin Unified](#)
- [Westminster](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Search... 

Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705

Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Job Openings

We have the following job openings...

[Office Manager](#) March 2016

[Theatrical Director](#)

[Musical Theater Teaching Artist](#)

[Instrumental Teaching Artist](#)

[Music Director](#)

[Assistant Director](#)

[Choreographer/Dance Instructor](#)

[Stage Manager Opening](#)

References & Resume send to: info@artsandlearning.com 714-728-7100

Thank-you for your interest in Arts & Learning Conservatory!

Recent Posts

- [Bellagio Strings Audition](#) June 20, 2016
- [‘I Heart OC’ on April 27-28](#) April 21, 2016
- [Lion King Cast](#) February 7, 2016
- [Jedi Junior High Documentary](#) December 18, 2015
- [Production Support](#) December 16, 2015

Archives

- [June 2016](#)
- [April 2016](#)
- [February 2016](#)
- [December 2015](#)
- [June 2015](#)
- [April 2015](#)
- [March 2015](#)
- [January 2015](#)
- [December 2014](#)
- [September 2014](#)
- [August 2014](#)
- [May 2014](#)
- [April 2014](#)
- [March 2014](#)
- [February 2014](#)
- [January 2014](#)
- [December 2013](#)
- [November 2013](#)
- [October 2013](#)
- [September 2013](#)
- [August 2013](#)
- [July 2013](#)
- [June 2013](#)
- [May 2013](#)
- [April 2013](#)

Blog Topics

- [Annie](#)
- [Art & Theater](#)
- [Article](#)
- [Cinderella](#)
- [Class](#)
- [Gallery](#)
- [Interview](#)
- [Into the Woods](#)
- [Musical Theater Schools](#)
- [Performance](#)
- [Peter Pan](#)
- [Production](#)
- [Seussical](#)
- [Spring 2013](#)
- [Spring 2014](#)
- [Support Opportunity](#)
- [The Wizard of Oz](#)
- [Uncategorized](#)
- [Videos](#)
- [Year](#)
- [Youtube](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)

Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach



[Arts Orange County's Outstanding Arts Organization of 2014](#)

Confidence and Creativity...for Life!

[+ Open Menu](#)

- [About](#)
 - [About Us](#)
 - [Staff](#)
 - [Job Openings](#)
 - [Internship](#)
 - [Our Partners](#)
 - [Contact Us](#)
 - [Volunteer opportunities](#)
- [Classes](#)
 - [Spring Break](#)
 - [Summer Camps](#)
 - [Participating Schools](#)
 - [Scholarships](#)
 - [Private Lessons](#)
 - [Email Updates](#)
- [Auditions](#)
 - [Auditions](#)
 - [Photo Gallery](#)
- [Tickets](#)
- [Donate](#)
 - [Sponsorship options](#)

[A&L Wish List](#)

Parent Participation

Production Teams

One of the greatest aspects of our family centered conservatory is not only the remarkable talent of students that come to us year after year but also our high involvement of parents and siblings who enjoy supporting their student in numerous ways through active participation on the production team.

During our **Spring** and **Fall** sessions parents of our Staged Productions (Theater Arts Students) participate on a

Production Team as well as attend Production Design Days.

During the summer, parents participate on any area of the Production Team.

Cost Breakdown

FALL & SPRING PRODUCTION

Tuition is inclusive and covers each child's theatre instruction and supervision during rehearsals and shows, press photos, make-up, costume, program ad & t-shirt.

Show Extra's: Cast party & DVD – \$30 total

Tickets: Cast members are required to sell 20 tickets and/or near its equivalent. Students who sell above 20 are eligible for the ticket contest.

Participation Requirements:

Rehearsal Commitment: Students will attend every rehearsal in which they are scheduled and will state on the first day of rehearsals any conflicts with dates.

Production Commitment: Each cast family will sign up for one area of the production team assisting during pre-show (tickets/make-up/costumes/treats) & show (usher/concessions/gift table/ backstage/video, etc). All families assist with paint/creation day of sets. Families and cast will strike set on final day.

SUMMER CAMP

Tuition covers each child's theatre instruction and supervision during rehearsals and shows, press photos, costume, make-up, and props.

Recent Posts

- [Bellagio Strings Audition](#) June 20, 2016
- [‘I Heart OC’ on April 27-28](#) April 21, 2016
- [Lion King Cast](#) February 7, 2016
- [Jedi Junior High Documentary](#) December 18, 2015
- [Production Support](#) December 16, 2015

Archives

- [June 2016](#)
- [April 2016](#)
- [February 2016](#)
- [December 2015](#)
- [June 2015](#)
- [April 2015](#)
- [March 2015](#)
- [January 2015](#)
- [December 2014](#)
- [September 2014](#)
- [August 2014](#)
- [May 2014](#)
- [April 2014](#)
- [March 2014](#)
- [February 2014](#)

- [January 2014](#)
- [December 2013](#)
- [November 2013](#)
- [October 2013](#)
- [September 2013](#)
- [August 2013](#)
- [July 2013](#)
- [June 2013](#)
- [May 2013](#)
- [April 2013](#)

Blog Topics

- [Annie](#)
- [Art & Theater](#)
- [Article](#)
- [Cinderella](#)
- [Class](#)
- [Gallery](#)
- [Interview](#)
- [Into the Woods](#)
- [Musical Theater Schools](#)
- [Performance](#)
- [Peter Pan](#)
- [Production](#)
- [Seussical](#)
- [Spring 2013](#)
- [Spring 2014](#)
- [Support Opportunity](#)
- [The Wizard of Oz](#)
- [Uncategorized](#)
- [Videos](#)
- [Year](#)
- [Youtube](#)

Get Involved!

- [Make a donation →](#)
- [Bring arts to your school →](#)
- [Volunteer opportunities →](#)
- [Come work for us →](#)
- [Contact us →](#)
- [Parent Participation](#)
- [Productions](#)
- [Buy Tickets](#)
- [Auditions](#)
- [schedule-calendar](#)
- [Sitemap](#)



Class Program Locations

- [A&L Headquarters East Garry Ave](#)
- [Bellagio String Youth Orchestra Classes](#)
- [Classes by District...](#)

Upcoming Auditions

[Bellagio Strings Audition - September 12, 2016](#)

Buy Tickets

[Camp Broadway Tickets - August 5, 2016](#)



[California Arts Council](#)



National Endowment for the Arts

[National Endowment for the Arts](#)

Arts & Learning Conservatory © 2016. All Rights Reserved.
1700 East Garry Ave #107, Santa Ana, CA 92705
Phone: 714.728.7100

Theater in Orange County, Kids theater in Orange County, Kids summer camp in Orange County, Youth orchestra, Musical theater of Orange County, Creative theater programs, Full day theater camps, Summer camps, Half day summer camps, Quality camp, Summer camp in Newport Beach, Summer camp in Irvine, Summer camp in Santa Ana, Summer camp in Orange, Summer camp in Huntington Beach

EXHIBIT 12

RECORDING REQUESTED BY
AND
WHEN RECORDED TO MAIL

4117

BK 1217661783
RECORDING REQUESTED BY
TITLE INSURANCE & TRUST CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-12 30 PM MAY 3 1977

J. WYLIE CARLYLE, County Recorder

Name
Street
Address
City & State
Koll Irvine Community Association
c/o Calvin F. Gates, C.P.A.
2024 N. Broadway, 3rd Floor
Santa Ana, Ca. 92706

\$3.00
C5

MAIL TAX STATEMENTS TO
RETURN ADDRESS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax \$ None
computed on full value of property conveyed
V. Whitten Title Insurance & Trust
Declarator of Agent Determining Tax
Estate Name

Grant Deed

AG 427-193-34

For a valuable consideration, receipt of which is hereby acknowledged, IRVINE INDUSTRIAL COMPLEX, a California corporation,
hereby grants to KOLL IRVINE COMMUNITY ASSOCIATION, a California Corporation

the following described real property in the City of Costa Mesa, County of Orange,
State of California:

Lot 34 of Tract 8328, as shown on a map recorded in Book 350
pages 15 to 17 inclusive of Misc. Maps in the office of the
county recorder of said county.

1. RESERVING TO GRANTOR, its successors and assigns all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen, and operate any such wells or mines, without, however, the right to drill, mine, store, explore, and operate through the surface or the upper 300 feet of the subsurface of the land hereinabove described.

2. SUBJECT TO:

A. All covenants, conditions, restrictions and easements of record.

B. The Declaration of Restrictions recorded on May 21, 1965, Instrument # 16662
Official Records of Orange County, California, all of which are incorporated herein by reference to said Declaration with the same effect as though fully set forth herein.

C. The condition that for a period of twenty-five (25) years from the date of recording of this deed, no part of the described property shall be used for the purpose of conducting the business of selling, handling or dealing in gasoline, lubricating oils, or any fuel to be used for internal combustion engines or lubricants in any form, or the conduct of any business commonly known as a filling station or service station. Nothing herein shall be deemed to prohibit the servicing of motor vehicles owned or leased by the Grantee. Should Grantee, its successors or assigns violate any such condition, the property shall revert to the Grantor, its successors or assigns, each and any of whom shall have the right in any such event to re-enter and take possession of the property and oust all persons therefrom. A breach of this condition shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Asst. Secretary thereunto duly authorized.

STATE OF CALIFORNIA } SS
COUNTY OF ORANGE

On 4/25/77 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard M. Cameron known to me to be the President, and George C. Kenna known to me to be the Asst. Secretary

Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Clyde H. Van Orden
Name (Typed or Printed)

IRVINE INDUSTRIAL COMPLEX
By Richard M. Cameron President
By George C. Kenna Asst. Secretary
APRIL 27 1964
CALIFORNIA

NOTARY SEAL
CLYDE H. VAN ORDEN
NOTARY PUBLIC
SANTA ANA, CALIFORNIA
MY COMMISSION EXPIRES MAY 31, 1978

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END OF RECORDED DOCUMENT

RECORDS & REQUISITES TO BE
AND
WHEN RECORDED TO MAIL

4124

811071PG 240

\$3.00
CB

Name
Street
Address
City & State
Koll/Irvine Community Assn.
550 Newport Center Drive
8th Floor
Newport Beach, California

FEB 12 1974

J. W. [illegible]
COUNTY RECORDER

MAIL TAX STATEMENTS TO
RETURN ADDRESS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax
none
Declarant or Agent Determining Tax
(Last Name)

A.P. NO. 427-191-20

Grant Deed

For a valuable consideration, receipt of which is hereby acknowledged, IRVINE INDUSTRIAL COMPLEX, a California corporation,

hereby grants to KOLL/IRVINE COMMUNITY ASSOCIATION, a California
corporation,

the following described real property in the City of Irvine, County of Orange,
State of California:

Lot 20, Tract 8208, as shown on a map recorded in Book 327,
pages 18-20, inclusive, of Maps in the office of the County
Recorder of said County,

1. RESERVING TO GRANTOR, its successors and assigns all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights,
and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together
with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or
any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or
gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked
or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to re-drill, re-tunnel, equip,
maintain, repair, deepen, and operate any such wells or mines, without, however, the right to drill, mine, store, explore, and operate
through the surface of the upper 500 feet of the subsurface of the land hereinabove described.

2. SUBJECT TO:

A. All covenants, conditions, restrictions and easements of record.

B. The Declaration of Restrictions recorded on May 21, 1965, Document No. 16662

Official Records of Orange County, California, all of which are incorporated herein by reference to said Declaration with the same effect
as though fully set forth herein.

C. The condition that for a period of twenty-five (25) years from the date of recording of this deed, no part of the de-
scribed property shall be used for the purpose of conducting the business of selling, handling or dealing in gasoline, lubricating oils, or
any fuel to be used for internal combustion engines or lubricants in any form, or the conduct of any business commonly known as a filling
station or service station. Nothing herein shall be deemed to prohibit the servicing of motor vehicles owned or leased by the Grantee. Should
Grantee, its successors or assigns violate any such condition, the property shall revert to the Grantor, its successors or assigns, each and
any of whom shall have the right in any such event to re-enter and take possession of the property and oust all persons therefrom. A breach
of this condition shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be ex-
ecuted by its _____ President and _____ Secretary thereunto duly authorized.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On February 5, 1974, before me, the under-
signed, a Notary Public in and for said State, personally appeared
Thomas C. [illegible], known to me to be the
President, and [illegible],
[illegible], known to me to be [illegible],
Secretary of the Corporation that executed the within instrument,
known to me to be the persons who executed the within instrument
on behalf of the Corporation therein named, and acknowledged to
me that such Corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
Signature [illegible]
Name (Typed or Printed) Marguerite A. West

IRVINE INDUSTRIAL COMPLEX

By [illegible] President
By [illegible] Secretary

OFFICIAL SEAL
MARGUERITE A. WEST
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires July 16, 1977

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END OF RECORDED DOCUMENT

RECORDING REQUESTED BY
AND
WHEN RECORDED TO MAIL

7710

BK 11240PG 819

\$3.00
C5

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.

SEP 11 1974

J. WYLIE CARLYLE, County Recorder

Name
Street
Address
City &
State

Koll/Irvine Community Association
3190 A Airport Loop Drive
Costa Mesa, California

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO
RETURN ADDRESS ABOVE

Documentary Transfer Tax \$
computed on Full Value of property conveyed

NONE

Declarant or Agent Determining Tax
(Firm Name)

MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE

Grant Deed

AP 427-042-54

For a valuable consideration, receipt of which is hereby acknowledged, IRVINE INDUSTRIAL COMPLEX, a California corporation,
hereby grants to KOLL/IRVINE COMMUNITY ASSOCIATION, a California corporation

the following described real property in the City of Costa Mesa, County of Orange,
State of California: Lot 28, Tract 8323, as shown on a map recorded in Book 332,
pages 20-22 inclusive, of Maps in the office of the County
Recorder of said County.

1. RESERVING TO GRANTOR, its successors and assigns all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights,
and other hydrocarbons by whatever name known that may be within or under the parcel of land hereinabove described, together
with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or
any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or
gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked
or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip,
maintain, repair, deepen, and operate any such wells or mines, without, however, the right to drill, mine, store, explore, and operate
through the surface or the upper 500 feet of the subsurface of the land hereinabove described.

2. SUBJECT TO:

A. All covenants, conditions, restrictions and easements of record.

B. The Declaration of Restrictions recorded on May 21, 1965, Document No. 16662,
Official Records of Orange County, California, all of which are incorporated herein by reference to said Declaration with the same effect
as though fully set forth herein.

C. The condition that for a period of twenty-five (25) years from the date of recording of this deed, no part of the de-
scribed property shall be used for the purpose of conducting the business of selling, handling or dealing in gasoline, lubricating oils, or
any fuel to be used for internal combustion engines or lubricants in any form, or the conduct of any business commonly known as a filling
station or service station. Nothing herein shall be deemed to prohibit the servicing of motor vehicles owned or leased by the Grantee. Should
Grantee, its successors or assigns violate any such condition, the property shall revert to the Grantor, its successors or assigns, each and
any of whom shall have the right in any such event to re-enter and take possession of the property and oust all persons therefrom. A breach
of this condition shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be ex-
ecuted by its Vice President and Asst. Secretary thereunto duly authorized.

STATE OF CALIFORNIA } SS
COUNTY OF ORANGE

On September 9, 1974 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Raymond W. Kimey known to me to be the
Vice President, and George C. Keiser
known to me to be Assistant

Secretary of the Corporation that executed the within Instrument,
known to me to be the persons who executed the within Instrument
on behalf of the Corporation therein named, and acknowledged to
me that such Corporation executed the within Instrument pursuant
to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

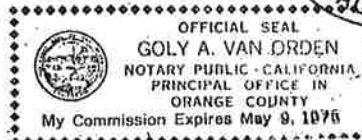
Signature

Name (Typed or Printed)

IRVINE INDUSTRIAL COMPLEX

By

By



MAIL TAX STATEMENTS AS DIRECTED ABOVE

END OF RECORDED DOCUMENT

RECORDING REQUESTED BY
AND
WHEN RECORDED TO MAIL

4118

BK 12176PG 1784

Name
Street
Address
City &
State

Koll Irvine Community Association
c/o Calvin F. Gates, C.P.A.
2024 N. Broadway, 3rd Floor
Santa Ana, Ca. 92706

\$3.00
C5

RECORDING REQUESTED BY
TITLE INSURANCE & TRUST CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-12 30 PM MAY 3 1977

J. WYLIE CARLYLE, County Recorder

MAIL TAX STATEMENTS TO
RETURN ADDRESS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax \$ None
computed on full value of property conveyed
V. Whitten, Title Co., & Trust
Declarant or Agent Determining Tax
Item Number

Grant Deed

A 427-190-02

For a valuable consideration, receipt of which is hereby acknowledged, IRVINE INDUSTRIAL COMPLEX, a California corporation,
hereby grants to KOLL IRVINE COMMUNITY ASSOCIATION, a California Corporation

the following described real property in the City of Costa Mesa, County of Orange,
State of California:

Lot 31, Tract 8072, as shown on a map recorded in Book 381,
pages 1 to 3 inclusive of Misc. Maps, in the office of the county
recorder of said county.

1. RESERVING TO GRANTOR, its successors and assigns all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights,
and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together
with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or
any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or
gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked
or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip,
maintain, repair, deepen, and operate any such wells or mines, without, however, the right to drill, mine, store, explore, and operate
through the surface or the upper 500 feet of the subsurface of the land hereinabove described.

2. SUBJECT TO:

A. All covenants, conditions, restrictions and easements of record.

B. The Declaration of Restrictions recorded on May 21, 1965, Instr. # 16662.
Official Records of Orange County, California, all of which are incorporated herein by reference to said Declaration with the same effect
as though fully set forth herein.

C. The condition that for a period of twenty-five (25) years from the date of recording of this deed, no part of the de-
scribed property shall be used for the purpose of conducting the business of selling, handling or dealing in gasoline, lubricating oils, or
any fuel to be used for internal combustion engines or lubricants in any form, or the conduct of any business commonly known as a filling
station or service station. Nothing herein shall be deemed to prohibit the servicing of motor vehicles owned or leased by the Grantee. Should
Grantee, its successors or assigns violate any such condition, the property shall revert to the Grantor, its successors or assigns, each and
any of whom shall have the right in any such event to re-enter and take possession of the property and oust all persons therefrom. A breach
of this condition shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be ex-
ecuted by its Asst. Secretary thereunto duly authorized.

STATE OF CALIFORNIA } ss
COUNTY OF ORANGE

On 4/25/77 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Richard M. Cameron known to me to be the
President, and George F. Jones
known to me to be the

Secretary of the Corporation that executed the within Instrument,
known to me to be the persons who executed the within Instrument
on behalf of the Corporation therein named, and acknowledged to
me that such Corporation executed the within Instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Colby A. Van Orden
Name (Typed or Printed)

IRVINE INDUSTRIAL COMPLEX

By [Signature] INCORPORATED
APRIL 27, 1964 President
By George C. Keiser Secretary

OFFICIAL SEAL
COLBY A. VAN ORDEN
NOTARY PUBLIC, CALIFORNIA
EXPIRATION DATE IN
ORANGE COUNTY
My Commission Expires May 9, 1979

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END OF RECORDED DOCUMENT

EXHIBIT 13

KOLL
IRVINE
CENTER

405 FREEWAY

N

JOHN WAYNE
AIRPORT

RED HILL AVENUE

AIRPORT LOOP DRIVE

AIRWAY AVENUE

PAULARINO AVENUE ↓



NB-1 ADDITIONAL DOCUMENTS
GENERAL PLAN SCREENING
GPS-16-02

Subject:

FW: 1975 Charle Street - Zoning Change Support

ADDITIONAL DOCUMENTS FOR NB-1

-----Original Message-----

From: Annette Wiley [mailto:annettewiley@aia@gmail.com] On Behalf Of Annette Wiley

Sent: Tuesday, August 02, 2016 8:19 AM

To: INLOES, DANIEL <DANIEL.INLOES@costamesaca.gov>

Subject: Re: 1975 Charle Street - Zoning Change Support

On Aug 2, 2016, at 6:27 AM, Tanya Smith-Chappell <tanya@lifestylellc.com> wrote:

Attn: Dan Inloes

Senior Planner, City of Costa Mesa.

Dear Dan,

I am writing to give my support in changing 1974 Charle Street into multifamily residential housing.

Being a long-time resident of Costa Mesa I have watched the transformation of this area. It has been refreshing to see how the neighborhood has evolved from "the other side of Costa Mesa", cold, commercial, transient, to the up and coming neighborhood it is today.

I believe changing this property to multi family housing would aide significantly to this transformation;adding even more value to the area.

I believe the project design is not only well planned, but tasteful and will go only add to the value of the existing residential area. Please support the zoning change.

Thank you for your time.

Sincerely,

Tanya Smith-Chappell

Event/Project/Property Management

Sent from OWA on Android