

**FIRST AMENDMENT TO  
COMMUNICATIONS SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (the “First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation. (hereinafter referred to as “Lessor”) and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware liability company, its attorney in fact (hereinafter referred to as “Lessee”).

**RECITALS**

WHEREAS, Lessor owns certain land totaling approximately 49.5 acres, obtained by Lessor from the United States of America (hereinafter referred to as the “USA”), as surplus property, known as Air Force Rocket Facility (Portion), Costa Mesa, California, D-Calif-406-F, City of Costa Mesa, and deeded to Lessor on April 28, 1960 (the “Lessor’s Property”) by Quitclaim Deed, as further modified by that certain Deed of Release and Subjection, recorded on August 30, 1973 in the Official Records of Orange County (the Quitclaim Deed as modified by the Deed of Release and Subjection shall be referred to hereinafter as the “Quitclaim Deed”). Said Quitclaim Deed is attached hereto as Exhibit A; and

WHEREAS, Condition No. 3 of said Quitclaim Deed provides that Lessor “will not sell, lease, or otherwise dispose of [the premises] without first obtaining the written authorization of the Secretary of the Interior (hereinafter referred to as “the Secretary”) for such sale, lease or other disposal”; and

WHEREAS, Lessor and T-Mobile West Corporation (“Original Lessee”) entered into that certain Communications Site Lease Agreement, dated January 18, 2011 (the “Lease”), whereby Original Lessee leased certain real property, together with access and utility easements, located in Orange County, California from Lessor (the “Premises”), all located within the Lessor’s Property; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets,

meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto (“Communication Services”); and

WHEREAS, the Lease has an Initial Term that commenced on September 30, 2010 and expires on September 29, 2015. The Lease provides for five (5) Renewal Term of five (5) years each. According to the Lease, the final Renewal Term expires September 30, 2040; and

WHEREAS, Lessor and Lessee desire to continue providing the Communication Services for the use and benefit of the general public, and desire to amend the Lease for the purpose of complying with certain terms and conditions as required by the National Park Service (“NPS”), acting for the Secretary; and

WHEREAS, the parties desire to collocate Verizon Wireless at the Premises; and

WHEREAS, Lessor is satisfied that Lessee’s use of the Premises is in Lessor’s best interest; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. One-Time Rent Increase. Commencing on the first day of the second month following the full execution of this First Amendment, the annual Rent shall increase by Seven Thousand Six Hundred Forty-Four and No/100 Dollars (\$7,644.00) (“One-Time Rent Increase”). The One-Time Rent Increase shall be in addition to the annual rent increase scheduled to occur pursuant to Section 5 of the Lease. Following the One-Time Rent Increase, the Rent shall continue to adjust pursuant to Section 5 of the Lease.

3. Use of the Premises. The following is hereby inserted following the last sentence of Section 2 of the Lease:

Lessee shall use, occupy and maintain the Premises in a business like, careful, clean and non-hazardous manner for the sole purpose set forth in this Section 2 in strict accordance with all terms and provisions imposed by the Department of the Interior as set forth in Exhibit A. Written approval by Lessor and written concurrence by the Secretary or his/her delegated representative, NPS, shall be required for other proposed use in conjunction with or in addition to those specified herein.

4. Assignment and Subletting. Section 14 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

Lessee shall not assign this Lease or any interest therein, nor let or sublet the Premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person without the written consent of Lessor and the Secretary, or his/her delegated representative, NPS. Said let or underlet without the written consent of Lessor and the Secretary, or his/her delegated representative, NPS, shall be grounds for termination of this Lease by Lessor or possible reversion by the USA.

5. Collocation. Lessor and Lessee acknowledge that Verizon Wireless currently has a pending application for collocation on the Premises pursuant to Section 14 of the Lease, as revised by Section 4 of this First Amendment. Lessor hereby consents to Verizon Wireless' collocation of equipment on the Premises pursuant to the pending collocation application.

6. Liens. Lessee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Lessee during the term of the Lease or any extension or renewal thereof.

7. Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights under the Lease. No waiver by either party at any time, expressed or implied, of any breach of any provision of the Lease shall be deemed a waiver of breach of any other provision of the Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under the Lease, upon any breach, shall be distinct, separate

and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

8. The Lease and the obligations of the parties thereunder are subject to the terms and conditions set forth in the Quitclaim Deed, and the current Program of Utilization which governs the use of the Lessor's Property. Violations of the said terms and conditions may be grounds for reversion to the USA, at its discretion and termination of the Lease, and Lessee owned personal and real property improvements associated with the Lessor's Property may be subject to seizure, without compensation, by the USA.

9. Miscellaneous. The last sentence of the last paragraph of Section 18 "Miscellaneous" of the Lease, and only that sentence, is hereby deleted and the following is inserted in its place:

This Lease contains all the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary or his/her delegated representative, NPS.

10. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event Lessor's interest in the Premises is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in the rent to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Lease as amended.

12. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature pages follow]

This First Amendment is executed by Lessor as of the date first written above.

**LESSOR:**  
CITY OF COSTA MESA,  
a municipal corporation

By: \_\_\_\_\_  
Thomas R. Hatch  
Chief Executive Officer

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

**LESSEE:**

T-Mobile West Tower LLC,  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company,  
Its: Attorney in Fact

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

Deed



RECEIVED  
NPS REGION FOUR OFFICE

JUL 26 '60

Air Force Rocket Facility (Portion)  
Costa Mesa, California  
D-Calif-406-F  
City of Costa Mesa

	SURNAME	DATE
REG. DIR.		
ASST. R. D.		
OPERATIONS		
ADMIN.		
RECREATION		
INTERP.		
RANGER ACT		

QUITCLAIM DEED

THIS DEED made the 28th day of April, 1960, by and between the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), the Surplus Property Act of 1944 (58 Stat. 765), as amended, more particularly by Public Law 616, 80th Congress, approved June 10, 1948, and the regulations and orders issued pursuant thereto, Party of the First Part, and the CITY OF COSTA MESA, a municipal corporation under the laws of the State of California, its successors and assigns, Party of the Second Part,

WITNESSETH:

The said Party of the First Part, for and in consideration of the continuous use and maintenance of the premises by the Party of the Second Part as and for a public park for public recreational purposes, and other good and valuable consideration, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim, unto the Party of the Second Part, and to its successors and assigns, the following described property situated in the County of Orange, State of California, to wit:

That portion of Lot 11 and Lot 12, Berry Rancho, as shown on map recorded in Book 9, page 7 of Miscellaneous Maps of Los Angeles County, California, described as follows:

BEGINNING at the point of intersection of a line that is parallel and distant Northwesterly, measured at right angles, 285 feet from the center line of Newport Boulevard, 60 feet wide, and a line that is parallel with and 430 feet northerly, measured at right angles with the South line of said Lot 12, or its Easterly projection thereof.

Thence from said Point of Beginning along said last parallel line North  $89^{\circ} 38' 13''$  West 400.00 feet; thence North  $0^{\circ} 21' 47''$  East 496.96 feet; thence North  $89^{\circ} 38' 13''$  West parallel with the South line of Lots 11 and 12, a distance of 2,193.25 feet to the Northeast corner of the lands of the Costa Mesa Unified School District being Coordinate Station North 1929.26 and East 3443.81 as per Plane Coordinate System established by the United States Army Engineers for the Santa Ana Army Air Base;

Thence South  $0^{\circ} 43' 27''$  West 929.28 feet to a point on the South line of said Lot 11; thence South  $89^{\circ} 38' 13''$  East along the South line of said Lot 11 and Lot 12, a distance of 2,232.93 feet, more or less, to a point lying Easterly of a line parallel with and distant Northwesterly 285.00 feet, measured at right angles, from the center line of Newport Boulevard 60.00 feet wide; thence North  $40^{\circ} 37' 39''$  East along said parallel line to the Point of Beginning.

Containing 49.5 acres, more or less.

Excepting therefrom and reserving to Party of the First Part, one elevated steel 500,000 gallon water tank and one steel 200,000 gallon water tank now located on the said premises, together with the right to enter upon the said premises and

Air Force Rocket Facility (Portion)  
Costa Mesa, California  
D-Calif-406-F  
City of Costa Mesa

remove the said water tanks, such right of removal to continue for a period of one year from the date of this instrument.

SUBJECT to all easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules and regulations.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Party of the Second Part, its successors and assigns, subject to the reservations, conditions and covenants herein contained.

The said Party of the Second Part does by the acceptance of this deed covenant and agree for itself, and its successors and assigns forever, as follows:

1) For a period of twenty (20) years from the date of this conveyance, the premises above described shall be continuously used and maintained as and for a public park for recreational purposes, as set forth in Application for Priority and/or Transfer for Public Park, Public Recreational Area and/or Historical Monument, which application is dated October 23, 1958 and was submitted to Party of the First Part by the Party of the Second Part.

2) For a period of twenty (20) years from the date of this conveyance, the Party of the Second Part, its successors and assigns, shall file biennial reports with the Secretary of the Interior, setting forth the use of the property during the preceding two-year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.

3) The Party of the Second Part will not sell, lease, or otherwise dispose of, any of the premises above described within twenty (20) years from the date of this conveyance, without first obtaining written authorization of the Secretary of the Interior to such sale, lease, or other disposal.

4) The Party of the First Part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge; EXCEPT that the Party of the First Part shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid; PROVIDED HOWEVER, that if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, the Party of the First Part shall pay a fair rental for the entire portion of the premises so used.

Air Force Rocket Facility (Portion)  
Costa Mesa, California  
D-Calif-406-F  
City of Costa Mesa

5) In the event of a breach of any condition or covenant herein imposed, the Secretary of the Interior may immediately enter and possess himself of title to the herein-conveyed premises for and on behalf of the United States of America.

6) In the event of a breach of any condition or covenant herein imposed, the Party of the Second Part will, upon demand by the Secretary of the Interior, take such action, including the prosecution of suit, or execute such instruments as may be necessary or required to evidence transfer of title to the herein-conveyed premises to the United States of America.

In the event there is a breach of any of the conditions and covenants herein contained by the Party of the Second Part, its successors and assigns, whether caused by the legal inability of said Party of the Second Part, its successors and assigns, to perform said conditions and covenants, or otherwise, during said twenty-year (20-year) period, all right, title and interest in and to the said premises shall revert to and become the property of the United States at its option, and it shall have the immediate right of entry upon said premises, and the Party of the Second Part, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Party of the Second Part, its successors and assigns, with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that in the event the Secretary of the Interior fails to exercise the option to re-enter the premises for any such breach within twenty-one (21) years from the date hereof, all of said conditions and covenants, together with all rights of the United States of America to re-enter thereon as hereinabove provided, shall as of that date terminate and be extinguished.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

By /s/ John R. DeMun

John R. DeMun, Chief  
Acquisition and Disposal Division  
Public Buildings Service  
General Services Administration  
Region 9, San Francisco, California

Recorded as Document 104485 in  
Book 5286 at Page 297 of the  
official records of Orange  
County, California on June 14, 1960.  
RUBY McFARLAND, RECORDER  
/s/ Nellie Colombini, Deputy Recorder

CONFORMED  
- COPY



Government Agency Exempt

DEED OF RELEASE AND SUBJECTION

Ellen F. Phinney  
City of Costa Mesa - City Clerk

THIS DEED OF RELEASE AND SUBJECTION by and between the City of Costa Mesa, a municipal corporation under the laws of the State of California, hereinafter referred to as "City", and the UNITED STATES OF AMERICA, acting by and through the Regional Director, Pacific Southwest Region, of the Bureau of Outdoor Recreation, United States Department of the Interior, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, the Surplus Property Act of 1944 (58 Stat. 765), as amended, more particularly by Public Law 616, 80th Congress, approved June 10, 1948, and the regulations and orders issued pursuant thereto.

W I T N E S S E T H T H A T:

WHEREAS, The City acquired by quitclaim deed, dated April 28, 1960, recorded in Book 5286, Page 297 of the Official Records of the County of Orange, State of California, from the United States of America, acting by and through the Administrator of General Services, that certain real property, hereinafter referred to as the "GSA Parcel", described as follows:

That portion of Lot 11 and Lot 12, Berry Rancho, as shown on map recorded in Book 9, page 7 of Miscellaneous Maps of Los Angeles County, California, described as follows:

BEGINNING at the point of intersection of a line that is parallel and distant Northwesterly, measured at right angles, 285 feet from the center line of Newport Boulevard, 60 feet wide, and a line that is parallel with and 430 feet northerly, measured at right angles with the South line of said Lot 12, or its Easterly projection thereof.

Thence from said Point of Beginning along said last parallel line North 89° 38' 13" West 400.00 feet; thence North 0° 21' 47" East 496.96 feet; thence North 89° 38' 13" West parallel with the South line of Lots 11 and 12, a distance of 2,193.25 feet to the Northeast corner of the lands of the Costa Mesa Unified School District being Coordinate Station North 1,929.26 and East 3,443.81 as per Plane Coordinate System established by the United States Army Engineers for the Santa Ana Army Air Base;

Thence South 0° 43' 27" West 929.28 feet to a point on the South line of said Lot 11; thence South 89° 38' 13" East along the South line of said Lot 11 and Lot 12, a distance of 2,252.93 feet, more or less, to a point lying Easterly of a line parallel with and distant Northwesterly 285.00 feet, measured at right angles, from the center line of Newport Boulevard 60.00 feet wide; thence North 40° 37' 39" East along said parallel line to the Point of Beginning.

Containing 49.5 acres, more or less.

WHEREAS, the City in said quitclaim deed covenanted and agreed to certain temporary conditions, reservations and restrictions regarding said GSA Parcel; and

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

9:05 A.M. AUG 30 1973

J. WYLIE CARLYLE, County Recorder

WHEREAS, the City is desirous of having a portion of said GSA Parcel, hereinafter referred to as "portion", released and forever discharged of and from all of the conditions, reservations and restrictions contained in said quitclaim deed and said portion of said GSA Parcel described as follows:

Real property in the City of Costa Mesa, County of Orange, State of California:

That portion of Lot 12 of the Berry Rancho as shown on a map recorded in Book 9, page 7 of Miscellaneous Records of Los Angeles County, California, described in deed to the City of Costa Mesa recorded in Book 5286, page 297 of Official Records, included within the following described parcel of land:

Commencing at the northwesterly corner of Lot 45 of Tract No. 3749 as shown on a map recorded in Book 131, pages 20 to 23 inclusive of Miscellaneous Maps, in the Office of the County Recorder of Orange County; thence along the northerly line of said Lot 45, S 89° 37' 27" E, 57.47 feet; thence Southeasterly along a tangent curve concave southwesterly, having a radius of 25 feet, through an angle of 120° 27' 56", an arc distance of 52.56 feet; thence tangent to said curve S 30° 50' 29" W, 190.36 feet to the TRUE POINT OF BEGINNING; thence Southwesterly along a tangent curve concave Northwesterly, having a radius of 670 feet, through an angle of 10° 10' 34", an arc distance of 119.00 feet; thence S 41° 01' 03" W, 438.25 feet; thence Southwesterly along a tangent curve concave Northwesterly, having a radius of 4,970 feet, through an angle of 1° 58' 51", an arc distance of 171.82 feet; thence tangent to last mentioned curve S 42° 59' 54" W, 415.56 feet; thence Southwesterly along a tangent curve concave Southeasterly having a radius of 7,530 feet, through an angle of 0° 37' 22", an arc distance of 81.85 feet to the southerly line of said Lot 12; thence along said southerly line of S 89° 38' 09" E, 133.25 feet to the northwesterly line of that certain parcel of land described as Parcel 1 in deed to the State of California recorded in Book 5728, page 263 of Official Records, in said office; thence along said northwesterly line N 40° 37' 38" E, 1,553.04 feet to the southeasterly corner of Lot 1 of said Tract No. 3749; thence along the southerly lines of said Lot 1 and said Lot 45, N 89° 37' 27" W, 138.36 feet to that certain course hereinabove described as having a bearing of S 30° 50' 29" W; thence along said course S 30° 50' 29" W, 126.17 feet to the TRUE POINT OF BEGINNING.

WHEREAS, the City in consideration for said release and discharge of said portion is willing to subject the remainder of said GSA Parcel, (hereinafter referred to as "remainder") to said conditions, reservation and restrictions forever and in perpetuity; and

WHEREAS, the City Council of the City of Costa Mesa by Minute Order and by Resolution adopted June 4, 1973, approved and authorized such release and discharge and such subjections, certified copies of which are attached hereto marked Exhibit "A", and by this specific reference made a part hereof; and

WHEREAS, the United States of America, acting by and through the Secretary of the Interior, with the approval of the Administrator of General Services, has determined that such release and discharge and such subjection will not prevent accomplishment of the purpose for which such property was transferred;

NOW, THEREFORE, the United States of America, acting by and through the Regional Director, Pacific Southwest Region, of the Bureau of Outdoor Recreation, Department of the Interior, does hereby release and forever discharge that portion hereinabove described of and from all of the conditions, reservations and restrictions affecting that portion of said GSA Parcel as conveyed by quitclaim deed, dated April 28, 1960, recorded on Book 5286, Page 297 of the Official Records of the County of Orange, State of California, by and between the City and the United States of America, acting by and through the Administrator of General Services, and in consideration of such release and discharge of that above described portion of and from all such conditions, reservations and restrictions, the City does hereby covenant and agree for itself, its successors and assigns, that said remainder shall be subject to the following conditions, reservations and restrictions:

1. The remainder above described shall be forever and continuously used and maintained as and for a public park for public recreational purposes, and for these purposes only, in accordance with a plan dated October 23, 1958, on file at the offices of the Bureau of Outdoor Recreation, Pacific Southwest Region, Department of the Interior, in San Francisco, California, and in the offices of the City of Costa Mesa, California.
2. Until April 28, 1980, and thereafter as determined by the Secretary of the Interior, the City, its successors and assigns, shall file biennial reports with the Secretary of the Interior, setting forth the use of said remainder during the preceding two-year period, and other pertinent data establishing its continuous use of said premises for the purposes set forth above.
3. The City will not sell, lease, or otherwise dispose of, any of said remainder without first obtaining the written authorization of the Secretary of the Interior for such sale, lease or other disposal.
4. The United States of America shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of said remainder or any part thereof, without charge; EXCEPT that the United States of America shall be responsible during the period of such use, if occurring within the balance of the original twenty (20) year period as measured by the date of the original quitclaim deed, above described, for the entire cost of maintaining said remainder or any segment thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of the original

twenty (20) years from the date of the original quitclaim deed, above described, the United States of America shall pay a fair rental for the entire portion of said remainder so used.

5. As part of the consideration for this Deed the City, by acceptance thereof, covenants and agrees for itself, its successors and assigns, that (a) the program for or in connection with which this Deed is made will be conducted in compliance with, and the City, its successors and assigns, will comply with, and will require any other person (any legal entity) who through contractual or other arrangements with the City, its successors and assigns, is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this Deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (b) this covenant shall be subject in all respects to the provisions of said regulations; (c) the City, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (d) the United States shall have the right to seek judicial enforcement of this covenant; and (e) the City, its successors and assigns, will (i) obtain from each other person (any legal entity) who, through contractual or other arrangements with the City, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the City, its successors and assigns, by this covenant, and (ii) furnish the original of such agreement to the Secretary of the Interior, or his successor, upon his request therefor. This covenant shall run with said remainder and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, and enforceable by the United States of America against the City, its successors and assigns.
6. In the event of any breach of any condition or covenant herein contained, regardless of the cause of such breach, all right, title, and interest in and to the above described remainder in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States of America at its option upon demand made in writing by the Secretary of the Interior, or his successor in function.
7. In the event of any breach of any condition or covenant herein contained regardless of the cause of such breach the United States of America



shall have the immediate right of entry upon said remainder, and the City, its successors and assigns, shall forfeit all right, title and interest in the said remainder and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to said remainder to the United States of America.

8. The failure of the Secretary of the Interior, or his successor in function, to insist upon complete performance of this condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the City, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA and the City of COSTA MESA have caused these presents to be executed as set forth and witnessed hereinbelow.

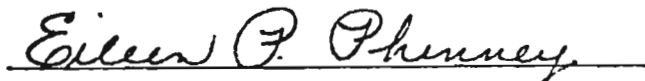
UNITED STATES OF AMERICA  
 Acting by and through the  
 Regional Director, Pacific  
 Southwest Region, of the  
 Bureau of Outdoor Recreation,  
 United States Department of  
 the Interior.

By 

BK 10878PG 619

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed of Release and Subjection from UNITED STATES OF AMERICA, Acting by and through the Regional Director, Pacific Southwest Region, of the Bureau of Outdoor Recreation, United States Department of the Interior, to the CITY OF COSTA MESA, a municipal corporation, is hereby accepted by order of the City Council of the City of Costa Mesa on the 20th day of August, 1973, and the grantee consents to recordation thereof by its duly authorized officer.

  
 City Clerk and ex-officio Clerk of the  
 City Council of the City of Costa Mesa

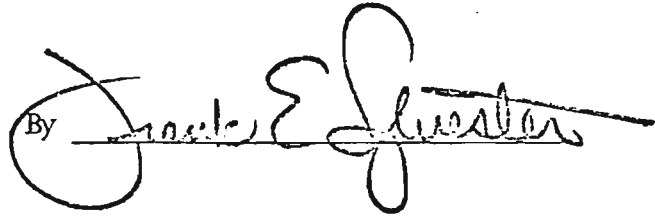
DATED: August 27, 1973

shall have the immediate right of entry upon said remainder, and the City, its successors and assigns, shall forfeit all right, title and interest in the said remainder and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to said remainder to the United States of America.

8. The failure of the Secretary of the Interior, or his successor in function, to insist upon complete performance of this condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the City, its successors and assigns, with respect to such future performance shall continue in full force and effect.

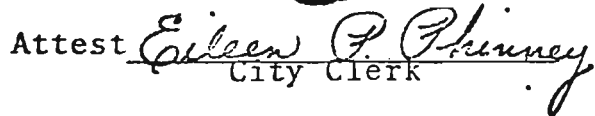
IN WITNESS WHEREOF, the UNITED STATES OF AMERICA and the City of COSTA MESA have caused these presents to be executed as set forth and witnessed hereinbelow.

UNITED STATES OF AMERICA  
 Acting by and through the  
 Regional Director, Pacific  
 Southwest Region, of the  
 Bureau of Outdoor Recreation,  
 United States Department of  
 the Interior.

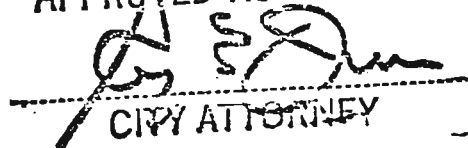
By 

CITY OF COSTA MESA, a Municipal Corporation

By   
 VICE Mayor

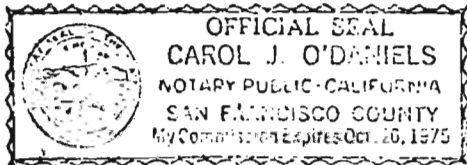
Attest   
 City Clerk

APPROVED AS TO FORM

  
 CITY ATTORNEY

COUNTY OF SAN FRANCISCO )  
 )ss.  
STATE OF CALIFORNIA )

On this 3rd day of August, 1973, before me, Carol J. O'Daniels, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared Frank E. Sylvester, known to me to be the Regional Director, Pacific Southwest Region, Bureau of Outdoor Recreation, of the United States Department of the Interior, San Francisco, California, and acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Secretary of the Interior.



7265 Wild Current Way, Oakland, CA. 94611

My Commission Expires:  
October 26, 1975

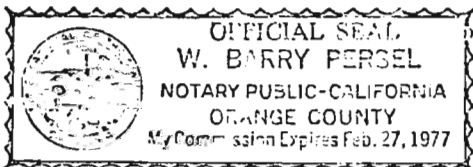
Carol J. O'Daniels  
NOTARY PUBLIC

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF ORANGE

On this 22nd day of AUGUST, in the year 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLARD T. JORDAN

known to me to be the VICE MAYOR of the City of Costa Mesa that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the City therein named, and acknowledged to me that he executed the within instrument pursuant to a resolution of its City Council.

WITNESS my hand and official seal.



77 Fair Drive, Costa Mesa, CA. 92526

W. Barry Perseel  
Notary Public in and for said County and State

14797

FREE  
C2

RECORDED  
JUN 14 1973  
J. WYLIE CARLYLE, County Recorder

BOOK 10749 PG 726  
BK 10878 PG 621

RESOLUTION NO. 73-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA CONSENTING TO AN AMENDMENT OF THE QUITCLAIM DEED BETWEEN THE UNITED STATES OF AMERICA ACTING THROUGH THE ADMINISTRATOR OF GENERAL SERVICES, AND THE CITY OF COSTA MESA, DATED APRIL 28, 1960, AND SETTING FORTH THE REASONS THEREFOR.

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

THAT, WHEREAS, on or about April 28, 1960, the United States of America acting through the Administrator of General Services, Quitclaimed certain real property in the City of Costa Mesa to the City of Costa Mesa, which said Quitclaim Deed was recorded in Book 5286, Page 297, Document No. 104485 Records of Orange County; and

WHEREAS, said real property heretofore described is known as TeWinkle Park; and

WHEREAS, the State of California has heretofore requested a portion of said TeWinkle Park on its easterly boundary for the construction of the Newport Freeway; and

WHEREAS, tentative agreements were reached between the State of California and the City of Costa Mesa concerning said property, and compensation therefor, subject to the terms of the aforementioned Quitclaim Deed; and

WHEREAS, extensive studies have been made to ascertain whether or not suitable substitute land is available for purchase for park purposes, and that no land is available for said purposes; and

WHEREAS, the United States Department of the Interior, Bureau of Outdoor Recreation with the concurrence of the General Service Administration, acting under the provisions of the Federal Property and Administrative Services Act of 1949, has

1 agreed to allow the transfer to the State of California for the  
2 compensation agreed upon between the City of Costa Mesa and the  
3 State of California, under certain conditions; and

4 WHEREAS, said conditions are that the City extend the Park  
5 and Recreation Dedication of TeWinkle Park to perpetuity, through  
6 a deed revision of the aforementioned deed, and to dedicate the  
7 proceeds obtained for the property sold to park development.

8 NOW, THEREFORE, BE IT RESOLVED that the City of Costa Mesa by  
9 this Resolution agrees to amendment of the Quitclaim Deed, dated  
10 April 28, 1960, and recorded as aforesaid to provide that the Park  
11 and Recreation Dedication contained therein, be extended to  
12 perpetuity.

13 BE IT FURTHER RESOLVED THAT any proceeds obtained by reason  
14 of the transfer of any of the aforementioned property to the State  
15 of California for Highway and Freeway purposes, will be used  
16 solely and exclusively for park development at TeWinkle Park.

17 PASSED AND ADOPTED this 4th day of June, 1973.

18 ATTEST:

19 Eileen P. Phinney  
20 City Clerk of the  
21 City of Costa Mesa

[Signature]  
Mayor of the City of Costa Mesa

22 STATE OF CALIFORNIA )  
23 COUNTY OF ORANGE )  
24 CITY OF COSTA MESA )

25 I, EILEEN P. PHINNEY, City Clerk of the City of Costa Mesa  
26 and ex-officio Clerk of the City Council of the City of Costa Mesa,  
27 hereby certify that the above and foregoing Resolution No. 73-54  
28 was duly and regularly passed and adopted by the said City Council  
29 at a regular meeting thereof held on the 4th day of June, 1973.

30 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
31 the Seal of the City of Costa Mesa, this 5th day of June, 1973.

32 Eileen P. Phinney  
City Clerk and ex-officio Clerk of the  
City Council of the City of Costa Mesa