



City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: December 17, 2025 Regular Meeting

SUBJECT: Potential lease of a portion of the real property commonly known as City Centre Park located at 24121 Moulton Parkway, Laguna Woods, CA 92637

Recommendation

Approve a ground lease agreement with the Orange County Fire Authority for the lease of a portion of the real property commonly known as City Centre Park located at 24121 Moulton Parkway, Laguna Woods, CA 92637 (Orange County Assessor's Parcel Number 616-012-18) to the Orange County Fire Authority for the construction, operation, and maintenance of a new fire station and for public safety purposes, and authorize the City Manager to execute the ground lease agreement, subject to approval as to form by the City Attorney.

Background

Potential New Fire Station Project

On September 21, 2022, the City Council conceptually approved, in non-binding concept, a series of actions that, if implemented, would result in the long-term lease of approximately 0.32 acres of the 0.56 acre City Centre Park property (24121 Moulton Parkway, Laguna Woods, CA 92637; Orange County Assessor's Parcel Number: 616-012-18) for use as a new Orange County Fire Authority ("OCFA") fire station. In doing so, the City Manager and City Attorney were authorized to take actions and incur costs necessary to:

- (a) Comply with applicable state laws regarding the lease of park property for

non-park purposes, and other state laws as may be determined to apply;

(b) Unencumber the property of deed restrictions that would otherwise preclude the construction and operation of a fire station;

(c) Negotiate – for future consideration by the City Council – agreements with the OCFA for the construction and operation of a fire station including, but not limited to, a long-term land-lease agreement;

(d) Partner with the OCFA to contact surrounding property owners to discuss a potential new fire station and solicit input on factors to be considered during any future design, construction, and operation;

(e) Coordinate with the OCFA on matters affecting the design of a fire station including, but not limited to, modifications and easements related to traffic control devices, medians, sidewalks, and other City property, and public access to the remaining portion of City Centre Park; and

(f) Negotiate and enter into cost recovery agreements with the OCFA to reimburse the City for those costs associated with this project which are mutually agreed upon as the OCFA's responsibility.

On September 30, 2023, California Senate Bill 475 (Min, Chapter 287, Statutes of 2023) ("SB 475") was signed into law by Governor Newsom. SB 475 authorizes the City to use a portion of the City Centre Park property as a fire station and for public safety purposes. Obtaining the State's authorization was necessary due to the property having been previously improved using grant monies from Proposition 40 (2002), the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002. Staff notes that then-Senator Min's authorship of SB 475 and Assemblymember Dixon's support as a co-author were crucial in moving SB 475 forward. City Manager Macon and the OCFA's then-Legislative Affairs Manager provided testimony in support of SB 475 at the California Senate Committee on Governance and Finance meeting in Sacramento on April 26, 2023.

As a condition of removing a portion of the City Centre Park property from park use, SB 475 requires that \$212,000 in capital improvements be made to the portion of the property that would remain a park. The capital improvements are required to enhance the recreational utility of the park. As required by SB 475, the City held two community meetings (August 12 and August 15, 2024) to solicit input on the

capital improvements. The City Council approved a conceptual plan for the capital improvements on September 18, 2024, which was submitted to the California Department of Parks and Recreation on October 17, 2024. That same day, the California Department of Parks and Recreation confirmed receipt of the conceptual plan. While the California Department of Parks and Recreation has yet to provide feedback on the conceptual plan, in the interest of time, staff has proceeded with formal design of the “City Centre Park Enhancement Project” and anticipates soliciting competitive bids for construction in January 2026.

On August 21, 2024, the City Council voted to accept a quitclaim deed from the Golden Rain Foundation of Laguna Woods conveying to the City the interest in a portion of a sewer easement at the City Centre Park property. Accepting the quitclaim deed unencumbered the City Centre Park property of a deed restriction that might otherwise complicate or preclude the potential future construction and operation of a fire station on the property. Staff notes, with appreciation, the Golden Rain Foundation of Laguna Woods and Village Management Services’ support in successfully addressing this sewer easement matter.

On December 18, 2024, the City Council voted to accept a grant of non-exclusive conditional easement from the El Toro Water District providing for use of the El Toro Water District’s existing utility roadway and driveway leading to its P-1 Pump Station in connection with the potential construction of a fire station at the City Centre Park property. The easement contemplates that future improvements to the El Toro Water District’s property may be necessary and establishes a deadline for the City and El Toro Water District to enter into a separate agreement for such improvements prior to any construction and no later than December 31, 2026. Staff notes, with appreciation, the El Toro Water District’s support in ensuring that sufficient area is available to facilitate the potential construction of a fire station.

City Manager Macon and OCFA Division Chief Summers made a presentation on the potential construction of a fire station at the City Centre Park property to the Golden Rain Foundation of Laguna Woods Board of Directors on August 5, 2025. City Manager Macon made a similar presentation to the Third Laguna Hills Mutual Board of Directors on August 19, 2025. Both boards of directors were supportive of the potential construction of a fire station at the City Centre Park property.

Staff made several attempts to meet with Ayres Hotel management regarding the potential construction of a fire station at the City Centre Park property (due to the adjacency of their hotel) but were unsuccessful in confirming a meeting date. Staff

remain willing to meet with Ayres Hotel management.

On November 19, 2025, the City Council (with Councilmember Lee absent and Mayor Horne voluntarily recused due to her role on OCFA's Board of Directors) received a presentation on the proposed ground lease agreement.

California Surplus Land Act

The California Surplus Land Act (California Government Code sections 54220-54234) sets forth regulations pertaining to land owned in fee simple by any city or other local agency for which the local agency's governing body determines is not necessary for the local agency's use. The California Surplus Land Act requires that cities and other local agencies declare land to be either "surplus land" or "exempt surplus land," as supported by written findings, before taking any action to lease or otherwise dispose of such land consistent with a local agency's policies or procedures. Land declared to be "surplus land" is generally required to be offered to other public agencies and housing sponsors first, while land declared to be "exempt public land" may be more readily disposed of.

On November 19, 2025, the City Council (with Councilmember Lee absent and Mayor Horne voluntarily recused due to her role on OCFA's Board of Directors) adopted a resolution declaring the portion of the City Centre Park property that would be leased to OCFA to be "exempt public land" pursuant to California Surplus Land Act sections 54221(f)(1)(D) ["less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes"] and 54221(f)(1)(D) ["local agency is transferring [such surplus land] to another local, state, or federal agency, or to a third-party intermediary for future dedication for the receiving agency's use, or to a federally recognized California Indian tribe"].

After the November 19, 2025 City Council meeting, staff submitted the adopted resolution to the California Department of Housing and Community Development ("HCD"), as required by the California Surplus Land Act. State law provides HCD with a 30-day period to consider and make findings as to whether the proposed ground lease agreement would violate the California Surplus Land Act.

As of the date and time the agenda packet for today's meeting was posted, the City had not yet received a findings letter from HCD. On December 12, 2025, HCD indicated to staff that the City should expect to receive the findings letter the week

of December 15, 2025, no later than December 19, 2025.

OCFA Consideration of the Proposed Ground Lease Agreement

On November 20, 2025, OCFA's Executive Committee voted to approve and authorize execution of the proposed ground lease agreement.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on the proposed ground lease agreement with OCFA for the construction, operation, and maintenance of a new fire station and for public safety purposes at the City Centre Park property (Attachment A).

If the City receives HCD's findings letter prior to the conclusion of today's meeting and the finding is that the proposed ground lease agreement would not violate the California Surplus Land Act, the City Council may, if so desired, approve the proposed ground lease agreement.

If the City does not receive HCD's findings letter prior to the conclusion of today's meeting, staff recommends discussing this item and accepting public comments, but deferring any potential motions to a future meeting. (*Note: Item 11.3 on today's agenda provides an opportunity to schedule future meetings.*)

The proposed ground lease agreement has not changed since it was presented at the November 19, 2025 City Council meeting.

Key Terms of the Proposed Ground Lease Agreement

- Lease Premises: OCFA to lease approximately 0.32 acres oriented toward the Moulton Parkway side of the property (approximately 0.24 acres would remain a park). City to remain the underlying property owner.
- Term: 99 years (December 23, 2025 through December 22, 2124).
- Rent: None.
- Consideration (payments from OCFA to City): One-time payment for pre-development costs: \$200,000, reimbursement for up to \$750,000 in costs

associated with the City Centre Park Enhancement Project.

- Noise Control: Prohibitions of (1) testing and all other non-emergency use of sirens on the Lease Premises and (2) non-emergency, outdoor use of stereos, public address systems, and other amplified sound.
- Public Sidewalk: OCFA to construct a minimum five-foot-wide sidewalk connecting Moulton Parkway to City Centre Park. City to own and maintain the sidewalk following construction. There is insufficient space to construct a wider multimodal trail to accommodate golf cart traffic.
- City Use: OCFA to construct facilities inside the fire station for use by City's law enforcement and animal services providers (the Orange County Sheriff's Department and City of Laguna Beach Police Department). The facilities include lockers for at least eight people, a kitchenette, a single-occupancy accessible restroom, a janitorial closet with a floor service sink, office space, and storage, as well as the provision of all necessary utilities and services and two dedicated parking stalls. OCFA to allow City to install and maintain pole-mounted surveillance cameras on the Lease Premises to surveil the sidewalk, park, and public right-of-way.
- Landscaping: Beginning 180 days after completion of the City Centre Park Enhancement Project, OCFA to perform certain ongoing park maintenance activities related to mulch and decomposed granite surfaces.
- El Toro Water District: OCFA required to comply with the easement entered into between the City and El Toro Water District. The easement is attached as Exhibit B to the proposed lease agreement.
- Insurance/Indemnification: OCFA to provide insurance and indemnification subject to terms that have been reviewed by the City Attorney's Office and the California Joint Powers Insurance Authority ("CJPIA").
- Termination: City may terminate the ground lease agreement with 30 days' written notice if the OCFA (1) has not obtained City's approval of the site development permit contemplated in the ground lease agreement by June 30, 2027 or (2) has not commenced operation of a fire station on the Lease Premises by December 31, 2029.

- Ownership of Improvements: The fire station and other OCFA-constructed improvements remaining on the Lease Premises shall become City property upon expiration or earlier termination of the ground lease agreement.

Other Required Approvals and Permits

The proposed lease agreement would require the OCFA to obtain various other approvals and permits, including:

- Building permits, encroachment permits, grading permits, and sign permits from the City, as well as any other required approvals and permits from the City, El Toro Water District, and other agencies (Sections 7.a, 10.a, 10.c, and 10.d) *[Note: Depending on the proposed signage, the OCFA may be required to obtain the City Council's approval of a sign program (Section 10.c).]*
- City Manager's approval to relocate, replace, or otherwise modify the existing irrigation controller (Section 1)
- City Engineer's approval of the public sidewalk design and an encroachment permit for construction of the same (Section 4.d)
- City Manager's approval of the location of, design of, and finish selections for the City's facilities inside the fire station (Section 6.c)
- City Manager and City Engineer's approval of the construction and alteration of traffic control devices, driveways, public right-of-way, and other circulation infrastructure (including the timing and programming thereof) (Section 10.a) *[Note: This would include the modification of medians and traffic signals necessary to allow fire engines to make left turns onto El Toro Road.]*
- City's approval of a site development permit including, but not limited to, the design of all buildings, structures, and facilities (Section 10.a) *[Note: Due to significant public interest in this project, the City Manager would defer approval of the site development permit to the City Council.]*
- City Manager's approval of a landscape documentation package concurrent with approval of the required site development permit (Section 10.b)

Temporary Construction Fence

A temporary construction fence would be installed around the Lease Premises shortly after the effective date of the ground lease agreement until construction of the new fire station is complete. This is consistent with SB 475's requirement for the Lease Premises to be removed from public recreation use by January 1, 2026.

Fiscal Impact

The proposed ground lease agreement would have a generally positive impact on the City's finances. Payments from the OCFA for pre-development costs and the costs of designing and constructing the City Centre Park Enhancement Project would total as much as \$950,000. The City's maintenance responsibilities for City Centre Park would decrease due to the reduced size of the park and the OCFA's assumption of certain maintenance responsibilities. The City would incur new costs associated with furnishing its facilities inside the fire station and providing janitorial services for the same, but those costs would be significantly less than the costs the City would have incurred to construct those facilities.

Attachment: A – Proposed Ground Lease Agreement

GROUND LEASE – FIRE STATION NO. 12

This Ground Lease (this “Lease”) is made and entered into this _____ day of _____, 2025 (“Execution Date”) by and between the City of Laguna Woods, a California municipal corporation (“City”) and the Orange County Fire Authority, a California joint powers authority (“Authority”).

RECITALS

A. City is fee owner of the real property commonly known as City Centre Park located at 24121 Moulton Parkway, Laguna Woods, CA 92637 (“Park Property”); and

B. City desires to lease to Authority and Authority desires to lease from City a portion of the Park Property for the construction, operation, and maintenance of a new fire station.

NOW THEREFORE, for good and valuable consideration, City hereby leases to Authority and Authority hereby leases from City a portion of the Park Property hereinafter described upon all of the following terms and conditions:

1. **PREMISES.** The legal description of the “Premises” and a plat map exhibit are included in Exhibit A attached hereto and incorporated herein by this reference. Any improvements existing on the Premises at the Effective Date of this Lease shall become Authority’s property; provided, however, that the irrigation controller located within the Premises shall remain City’s property, and City shall retain access and control over the use of the irrigation controller and associated wires, pipes, conduits, and tubes (“Irrigation Controller”), for use in connection with City-maintained landscaping on the Premises. If Authority needs to relocate, replace, or otherwise modify Irrigation Controller, Authority shall obtain the prior written approval of City’s City Manager. Authority may use, sell, demolish, remove, or otherwise dispose of the existing improvements, except for Irrigation Controller, following the Effective Date of this Lease. City shall receive no compensation for the improvements other than the performance of Authority’s covenants expressed in this Lease.

2. **TERM.** The term of this Lease shall be ninety-nine (99) years, commencing on December 23, 2025 (“Effective Date”) and ending at 11:59 p.m. on December 22, 2124.

3. **CONSIDERATION.**

a. ***One-Time Payment – Pre-Development Costs.*** Authority shall pay to City as consideration for the execution of this Lease and the actions taken by City, at City’s expense, to secure the legislative and easement approvals necessary to allow for the construction, operation, and maintenance of a fire station on the Premises and complete the conceptual design for City’s City Centre Park Enhancement Project, a one-time payment of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) payable

within thirty (30) calendar days following City's approval of the site development permit contemplated in Section 10.a of this Lease.

b. *One-Time Payment – City Centre Park Enhancement Project.* Authority shall reimburse City for all actions taken by City, at City's expense, beginning January 1, 2025 and ending December 31, 2026, to design and construct the capital improvements contemplated in California Senate Bill 475 (Min, Chapter 287, Statutes of 2023) and as City deems necessary to complete its City Centre Park Enhancement Project, up to a maximum of Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00) payable within thirty (30) calendar days of each invoice submitted by City to Authority, which shall be submitted no more frequently than every thirty (30) days. Authority's obligation to pay City's invoices contemplated in this section shall begin on the date City approves the site development permit contemplated in Section 10.a of this Lease.

4. CERTAIN FIRE STATION AND VEHICLE REQUIREMENTS.

a. *Site Security During Pre-Construction and Construction.* No later than thirty (30) calendar days from the Effective Date of this Lease, Authority shall install a temporary construction fence around the Premises to prevent entry by any unauthorized persons. Such temporary construction fence shall be made of steel chain link, outfitted with a green fabric privacy windscreen in good condition, securely fastened at all corners of each fence panel, and remain locked at all times when not attended. The temporary construction fence shall be removed upon the completion of construction of the new fire station contemplated by this Lease.

b. *Fire Station 12.* For the duration of this Lease, Authority shall do all of the following at the fire station to be constructed on the Premises ("Fire Station 12"):

i. Exterior signage shall identify no city other than "City of Laguna Woods."

ii. Due to the limited confines of the Premises, no public events, giveaways, or other functions that could be reasonably seen to encourage members of the public to visit the Premises shall occur including, but not limited to, open houses, toy drives, and sandbag giveaways.

iii. Prohibit testing and all other non-emergency use of sirens on engines, ladder trucks, and other vehicles on the Premises.

iv. Prohibit the use of stereos, public address systems, and other amplified sound outside of any fully enclosed buildings on the Premises, except as may be required for emergency use (including, but not limited to, in connection with any outdoor exercise areas).

v. Allow City to install and maintain poles and surveillance cameras mounted on such poles on the Premises for the purpose of surveilling the public sidewalk contemplated in Section 4.d and the public right-of-way and public park property adjacent to the Premises, free of consideration and subject only to the approval of Authority's Fire Chief or his/her/their designee, whose approval shall not be unreasonably withheld.

c. *Vehicles Regularly Assigned to Fire Station 12.* Before placing any vehicles regularly assigned to Fire Station 12 into service, Authority shall do all of the following:

i. For vehicle signage (text and graphics) on all engines, ladder trucks, and other vehicles regularly assigned to Fire Station 12, such signage shall identify "City of Laguna Woods" before any other city. Vehicle signage shall be maintained in this manner for the duration of this Lease.

d. *Access from Moulton Parkway to City Centre Park.* No later than the date City issues a certificate of occupancy to Authority for Fire Station 12, Authority shall construct a public sidewalk of at least five (5) feet in width connecting the sidewalk along the east side of Moulton Parkway to City Centre Park in accordance with County of Orange OC Public Works Department Standard Plan(s) #1204 and/or #1205 (as applicable). Authority shall obtain the written approval of City's City Engineer prior to beginning work and shall reimburse City for its plan review and construction inspection costs of the same. Authority shall obtain an encroachment permit from City prior to the commencement of work, staging, or traffic control for the work on City property and shall pay to City all applicable fees therefore. Ownership of the sidewalk shall be as set forth by Section 13.b of this Lease.

5. TAXES AND ASSESSMENTS. All taxes and assessments which become due and payable upon the Premises shall be the full responsibility of City, and City shall cause said taxes and assessments to be paid promptly.

6. USE.

a. *Authority's Use.* Subject to the provisions of this Lease and in full compliance with all applicable standards, regulations, and requirements set forth in the Laguna Woods Municipal Code, including amendments thereto, Authority shall use the Premises primarily for the construction, operation and maintenance of a fire station and may also use the Premises for fire suppression, fire prevention, and the provision of emergency medical services.

b. *Noise.* For the purpose of this Lease, City agrees that noise generated by Authority's use of the Premises (including, but not limited, during the construction, operation, and maintenance of the fire station) shall not be considered a nuisance unless such noise fails to comply with applicable noise standards in the Laguna Woods Municipal Code, including amendments thereto. Notwithstanding the foregoing,

Authority agrees to reasonably cooperate with City to monitor and evaluate noise associated with Authority's use of the Premises including, but not limited to, allowing City to place and access noise monitors on the Premises for the purpose of evaluating compliance with the noise standards in the Laguna Woods Municipal Code.

c. *City Use of Premises.* Authority shall allow City to use portions of the Premises within the fire station as office space for the Orange County Sheriff's Department (or successor law enforcement provider) and City of Laguna Beach Police Department (or successor animal services provider). The gross floor area allocated to City's use of portions of the Premises shall be no less than 515 square feet (exclusive of hallways and similar circulation space) and shall be located on the ground floor of fire station, unless otherwise approved by City's City Manager. The location of, design of, and finish selections for the area allocated to City's use of portions of the Premises shall be subject to the approval of City's City Manager and shall generally include lockers for at least eight (8) persons, a kitchenette, a single-occupancy accessible restroom, a janitorial closet with a floor service sink, office space, and storage, as well as the provision of all necessary utilities and services and two (2) dedicated parking stalls.

7. UTILITIES AND SERVICES.

a. *Utilities.* Authority shall arrange for, and pay before delinquency the expenses of, the provision of utilities to the Premises, including water, electricity and/or other power, waste management, gas, telephone, and internet access. Authority's obligations under this section shall apply both to its use of the Premises and City's use of portions of the Premises, unless Authority constructs separately metered utilities for City's use of portions of the Premises, and except that the costs of installing and maintaining secure and/or dedicated internet lines required City or its law enforcement or animal services providers shall be paid for by City. Authority shall install and maintain a wireless internet network and allow City, its law enforcement and animal services providers, and its janitorial services provider, to use such network at no cost. At its sole cost and expense, Authority shall obtain all necessary permits, licenses, and other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any service to and upon the Premises.

b. *Janitorial.* Authority shall arrange for, and pay before delinquency, the expenses of janitorial services for the Premises. Authority's obligations under this section shall apply only to its use of the Premises (which, for the purpose of this section only, shall be deemed to include hallways and other circulation space with shared access by Authority and City). City shall provide janitorial services for its portions of the Premises contemplated in Section 8.d, except as noted in this section.

c. *Landscaping.* Authority shall arrange for, and pay before delinquency the expenses of, all landscaping services to the Premises as it may require, regardless of whether such services are expressly contemplated herein. Authority's obligations under this section shall include, but not be limited to, the landscaping services identified in

Exhibit C attached hereto and incorporated herein by this reference

d. *Other.* Authority shall arrange for, and pay before delinquency the expenses of, all other services to the Premises as it may require, regardless of whether such services are expressly contemplated herein.

8. AS-IS, WHERE-IS CONDITION. Authority acknowledges that it has had sufficient opportunity to inspect and investigate the Premises and all aspects thereof and documents pertaining thereto and it is familiar with the Premises and the condition thereof. Authority covenants and agrees that it is relying upon its own inspections, examinations, studies, and inquiries with respect to the Premises and has not relied upon any representation, warranty, or statement of City, or its agents or employees. For purposes of this Lease, the term “Hazardous Materials” shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the County of Orange, the State of California, or the United States government. Authority shall, upon the execution of this Lease, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Premises, including, without limitation, any underground pipelines, underground utilities, and/or any Hazardous Materials located therein or thereon and the condition of title thereto, whether or not such conditions would be disclosed by a reasonable and diligent inspection. Authority acknowledges that neither City nor any of its officers, directors, employees, agents, or representatives has made any representations, warranties, or agreements to Authority as to any matters concerning the Premises, the present use thereof, or the existence of any Hazardous Materials thereon. Authority agrees that City shall have no responsibility for any patent or latent defect or physical or environmental condition of the Premises, whether or not known or discovered. The Premises is being leased to Authority “AS-IS,” “WHERE-IS,” “WITH ALL FAULTS” without representation or warranty expressed or implied by City, by operation of law, or otherwise. This Lease is made subject to and without liability to City because of or resulting from any of the foregoing conditions or any or any other condition of the Premises or adjacent property. City expressly disclaims, which Authority acknowledges and accepts, any implied warranty or condition, and Authority, for itself, and its officers, employees, agents, representatives, affiliates, successors, and assigns, hereby releases and forever discharges on, habitability, merchantability, or fitness for a particular purpose or use.

9. QUIET ENJOYMENT. City warrants that, subject to the terms, covenants, and conditions of this Lease (including City’s use of portions of the Premises), Authority may, upon observing and complying with all the terms, covenants, and conditions of this Lease, peaceably and quietly occupy the Premises. Authority’s use of the Premises shall not interfere with City’s right to peaceably and quietly occupy portions of the Premises as contemplated in Section 6.c.

10. IMPROVEMENTS.

a. Authority agrees to obtain a site development permit from City for the

establishment of the fire station before initiating any demolition or construction activity on the Premises. Such site development permit shall include, but not be limited to, the design of all buildings, structures, and facilities associated with the establishment of the fire station and uses contemplated under this Lease. Authority acknowledges and agrees that the construction and alteration of property owned by the El Toro Water District is subject to separate approval of the El Toro Water District, and the construction and alteration of traffic control devices, driveways, public right-of-way, and other circulation infrastructure (including the timing and programming thereof) is subject to separate approval of City's City Manager and City Traffic Engineer. Authority shall obtain the aforementioned separate approvals, in writing, prior to obtaining a site development permit from City and shall include all such separately approved improvements and evidence of approvals in its application to City to obtain a site development permit. Authority shall pay City's fees for applying for and obtaining a site development permit.

b. All landscaping on the Premises shall comply with the newly installed landscape standards set forth in Laguna Woods Municipal Code Chapter 10.03 (Water Efficient Landscapes), irrespective of the applicability provisions set forth therein. Additionally, no ornamental turf grass or decorative water features shall be included in the landscape design. Authority agrees to obtain the approval of City's City Manager of a landscape documentation package concurrent with obtaining the site development permit contemplated in Section 10.a of this Lease. City shall waive its fees for Authority's obligations under this Section 10.b.

c. All signage on the Premises shall comply with the sign regulations set forth in Laguna Woods Municipal Code Chapter 13.20. If Authority chooses to pursue approval of a sign program as described therein, Authority shall pay City's fees for applying for and obtaining a sign program.

d. At its sole cost and expense, Authority agrees to obtain all approvals and permits required by law or regulation before construction or alternation of or on the Premises.

e. City shall reasonably cooperate with Authority in obtaining any approvals and permits required by law or regulation for construction or alteration of or on the Premises. Nothing herein shall constitute an approval of any permit or other entitlement.

f. For the purpose of serving only the Premises, City shall reasonably consider and process requests from public entities or public service corporations for rights-of-way or easements on or over the Premises for poles or conduits, or both, for telephone, electricity, water, sanitary or storm sewers, or both, and for other utilities and municipal or special district services, and agrees to reasonably consider and process requests to dedicate any portions of the Premises that may be required in connection with the construction or alteration of improvements and the operation and maintenance of the fire station on the Premises.

g. Authority shall pay or cause to be paid the total cost and expense of all works of improvement constructed by Authority pursuant to this Lease. Authority agrees that it will pay, or cause to be paid, all cost of labor, services or material supplied in the prosecution of any work done, or caused to be done, pursuant to this Lease. Authority shall keep the Premises and all other property on which improvements are constructed free and clear of all mechanics liens and other liens on account of work done for Authority or person claiming under Authority.

h. Authority shall provide to City all “as-built” and “record” drawings for all works of improvement constructed by Authority pursuant to this Lease.

11. COMPLIANCE WITH NON-EXCLUSIVE CONDITIONAL EASEMENT. Authority acknowledges and agrees to comply with the terms of the Grant of Non-Exclusive Conditional Easement recorded January 3, 2025, as Instrument No. 2025000001928 in the Official Records of Orange County, California, attached hereto as Exhibit B (the “Easement”) and incorporated herein by this reference. In addition to the indemnification provisions in Section 17, Authority shall indemnify and save harmless City and its officers, officials, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which City and/or its officers, officials, agents and/or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of or arising out of the negligence or willful misconduct of Authority, its officers, officials, agents, or employees, invitees, or licensees in connection with Authority’s use of the Easement Area, as that term is defined in the Easement.

12. APPLICABLE LAWS. Authority hereby covenants and warrants that Authority shall comply with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the Effective Date, and as they may be subsequently amended, including, without limitation, City’s rules and regulations, in connection with its construction and operations on the Premises. Included in this provision, without limitation, is compliance with the Americans with Disabilities Act (the “ADA”) and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the Effective Date, and as they may be subsequently amended, and all regulations issued by the U.S. Attorney General or other agencies under the authorization of the ADA. City shall not be responsible for any ADA violations resulting from construction, alterations, improvements, or fixtures made or installed by Authority or the placement of Authority’s furniture, equipment, supplies, and materials.

13. OWNERSHIP OF IMPROVEMENTS.

a. *On Premises.* All improvements constructed on the Premises by Authority as permitted by this Lease shall be owned by Authority until expiration of the term or sooner termination of this Lease. Authority is permitted to modify improvements on the Premises in its sole discretion, provided that such modifications comply with the terms of this Lease and applicable laws. Upon termination or expiration of this Lease, the ownership of on premises improvements shall be governed by Section 27 of this Lease.

b. *Off Premises.* All improvements constructed on the Park Property or within City's public right-of-way, except for improvements constructed entirely within the Premises, by Authority subject to Section 10.a shall become property of City upon the effective date of Authority's notice of completion filed with the County of Orange Clerk-Recorder for such work. Authority shall execute grant deeds and/or such other documentation as City may reasonably request to formally transfer ownership of such improvements from Authority to City.

c. *Easement.* The ownership of all improvements constructed within the Easement Area, as that term is defined in the Easement, shall be governed by the terms of the Easement.

14. ASSIGNMENT OR SUBLEASE. Authority shall not assign, sublease, or otherwise transfer Authority's interest in this Lease to any person or entity without City's prior written consent, which consent shall not be unreasonably withheld.

15. TITLE. No part of this Lease shall be interpreted as conveying any portion of the title to the Premises or the Park Property to Authority. Authority acknowledges and agrees to the sufficiency of a ground lease for purposes of construction and operation of a fire station. Authority acknowledges and agrees that Authority has no governmental need to hold title to any portion of the Premises or the Park Property.

16. INSURANCE.

a. *Fire and Extended Coverage.* Authority shall, at no cost or expense to City, insure or self-insure the fire station and all other improvements constructed upon the Premises against loss or damages by fire and risks customarily covered by an extended coverage endorsement, and vandalism and malicious mischief, in amounts not less than 90% of the actual replacement cost of said improvements, exclusive of the cost of excavations, foundations, and footings.

b. *Public Liability Insurance.* City and Authority shall each maintain in force throughout the term of this Lease a policy of general liability insurance or self-insurance providing combined single limit bodily injury and property damage insurance against any liability arising out of the use, occupancy or maintenance of the Premises in an amount not less than \$2,000,000 per occurrence.

c. *Policies and Certificates of Insurance.* All insurance provided for in this section shall be evidenced by certificates of self-insurance, or valid and enforceable policies issued by insurers of recognized responsibility, qualified to do business in California. Upon the execution of this Lease by Authority and thereafter not less than 30 calendar days prior to the expiration dates of the expiring policies furnished pursuant to this section, City and Authority shall deliver to each other certificates evidencing the insurance each party is required to carry as provided by Sections 16.a and 16.b above. Said certificates shall provide the following:

- i. Authority's policies shall include City, its officers, officials, agents, employees, council members, and servants as additional insureds; and
- ii. City's policies shall include Authority, its officers, officials, agents, employees, board and committee members, and servants as additional insureds; and
- iii. Such policies shall not be cancelled or materially changed without at least thirty (30) calendar days prior written notice to the additional insureds; and
- iv. Each policy shall contain a cross-liability endorsement; and
- v. All insurance policies pursuant to this section shall be written as primary policies and shall not contribute to or be in excess of any coverage which City or Authority may carry; and
- vi. Any loss shall be payable to the additional insureds not withstanding any act or negligence of the policyholder which might otherwise result in forfeiture of said insurance.

Notwithstanding anything above to the contrary, City's insurance obligations hereunder may be met through its participation in a risk sharing pool, or other form of self-insurance.

17. INDEMNIFICATION.

a. Notwithstanding the limits of any insurance, Authority shall indemnify and save harmless City and its officers, officials, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which City and/or its officers, officials, agents and/or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of or arising out of the negligence or willful misconduct of Authority, its officers, officials, agents, employees, invitees, or licensees in connection with Authority's use of the Premises.

b. Notwithstanding the limits of any insurance, City shall indemnify and save harmless Authority and its officers, officials, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which Authority and/or its officers, officials, agents and/or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of or arising out of the negligence or willful misconduct of City, its officers, officials, agents, employees, invitees, or licensees in connection with City's ownership of the Premises and/or City's use of the Premises as described in Section 6.c of this Lease.

18. DEFAULTS AND REMEDIES.

a. *Events of Default.* City shall be deemed to be in default under the terms of this Lease if City fails to perform or observe any material covenant, condition, or agreement to be performed by City under this Lease and City has not commenced remedial action to cure such condition of default within thirty (30) calendar days after written notice from Authority to City specifying the type and nature of each material breach.

Likewise, Authority shall be deemed to be in default under the terms of this Lease if Authority fails to perform or observe any material covenant, condition, or agreement to be performed by Authority under this Lease and Authority has not commenced remedial action to cure such condition of default within thirty (30) calendar days after written notice from City to Authority specifying the type and nature of each material breach.

b. *Remedies.* In the event of material default by City, Authority shall notify City of such default in writing. If City has not commenced remedial action to cure such default within thirty (30) calendar days after receipt of said written notice, and thereafter has not diligently pursued to complete such cure, Authority may commence legal action against City seeking strict performance of all covenants and conditions contained herein.

Likewise, in the event of a material default by Authority, City shall notify Authority of such default in writing. If Authority has not commenced remedial action to cure such default within thirty (30) calendar days after receipt of said written notice, and thereafter has not diligently pursued to complete such cure, City may commence legal action against Authority seeking strict performance of all covenants and conditions contained herein.

The remedies of City and Authority as herein provided are cumulative and in addition to and not exclusive of any remedy of either party herein given or which may be permitted by law. However, neither party shall terminate this Lease as a remedy for default by the other party.

19. CONDEMNATION. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "Condemnation"), this Lease shall terminate as to the part intended to be taken as of the date that is thirty (30) calendar days after a public agency submits to City a written notice of intent to have any portion of the Premises appraised or adopts a resolution of necessity regarding any portion of the Premises, whichever occurs first. Condemnation awards and/or payments shall be the property of City, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. Authority hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor laws.

20. FORCE MAJEURE. Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for a period equal to any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Lease for the payment of rent, taxes, insurance, or obligations to pay money that are treated as rent. The causes referred to above are: Strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of this state or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease), and casualties not contemplated by insurance provisions of this Lease.

21. AMENDMENT. This Lease sets forth the entire agreement between the parties hereto. Any modification to this Lease must be in the form of a written amendment duly executed by all parties.

22. NOTICE. As used in this Lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. Unless the provisions of this Lease on consideration direct otherwise, consideration shall be sent in a manner provided for giving notice.

All notices must be given in writing provided no writing other than the check or other instrument representing the consideration payment itself need accompany the payment of rent.

Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Notice to City: CITY OF LAGUNA WOODS
ATTN: City Manager
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Notice to Authority: ORANGE COUNTY FIRE AUTHORITY
ATTN: Fire Chief
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

With a Copy to:

OCFA General Counsel

c/o Woodruff & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626

Either party may, by notice given at any time or from time-to-time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change. Each recipient named must be an individual person. If more than one recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Lease, unless the name or identity of the party has changed as permitted in this Lease and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest notice designating the party, and the notice is considered given when the first attempt to give notice was properly made.

23. WAIVER OF RIGHTS. The failure of City or Authority to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that City or Authority may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants set forth in this Lease.

24. SEVERABILITY. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25. HOLDING OVER. In the event Authority shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the terms, conditions, and covenants contained in this Lease.

26. SUCCESSORS. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

27. EXPIRATION AND TERMINATION. Authority may terminate this Lease at any time, with thirty (30) days' written notice. City may terminate this Lease, with thirty (30) days' written notice, if Authority (i) has not obtained City's approval of the site development permit contemplated in Section 10.a of this Lease by 11:59 p.m. on June 30, 2027 or (ii) has not commenced operation of a fire station on the Premises by 11:59 p.m. on December 31, 2029; City shall reasonably cooperate with Authority in doing so

as set forth in Section 10.e. At the expiration or earlier termination of the term, Authority shall surrender to City the possession of the Premises. All improvements constructed by Authority on the Premises shall become the property of City. Authority shall have the right to remove any or all fixtures and personal property items belonging to Authority from the Premises, including but not limited to equipment, shelving, partitions, furniture, and office equipment. If, after thirty (30) calendar days after expiration or termination of this Lease, Authority has not removed its fixtures and personal property items, any such remaining items shall become property of City, and City may thereafter use or dispose of such items. Authority shall leave the surrendered Premises and any other property in good and broom-clean condition except as provided to the contrary in provisions of this Lease on maintenance and repair of improvements. All property that Authority is required to surrender shall become City's property at termination of the Lease. All property that Authority is not required to surrender but that Authority does abandon by leaving on the Premises for a period of more than thirty (30) calendar days following the expiration or earlier termination of this Lease shall, at City's election, become City's property at termination. Authority shall execute grant deeds and/or such other documentation as City may reasonably request to formally transfer ownership of surrendered and/or abandoned improvements from Authority to City.

28. HEADINGS. The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

29. AUTHORIZATION. The persons executing the Lease below on behalf of Authority or City warrant that they have the power and authority to bind Authority or City to this Lease.

30. RELATIONSHIP BETWEEN THE PARTIES. It is hereby acknowledged that this Lease does not create a relationship between City and Authority of a partnership or a joint venture and that this Lease does not confer authority on either City or Authority to be the agent of the other.

31. NO THIRD-PARTY BENEFICIARIES. There are no intended third-party beneficiaries under this Lease, and no such third parties shall have any rights or obligations hereunder.

32. GOVERNING LAW AND VENUE. This Lease has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

33. COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The counterparts of this Lease may be electronically executed and/or

ITEM 9.4 – Attachment A

delivered by electronic means and the receiving party may rely on the receipt of such document so executed and/or delivered as if the original had been received.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first written above.

ORANGE COUNTY FIRE AUTHORITY,
a California Joint Powers Authority

By: _____
Brian Fennessy
Fire Chief

Approved as to Form

By: _____
David Kendig
General Counsel

CITY OF LAGUNA WOODS,
a California Municipal Corporation

By: _____
Christopher Macon
City Manager

Approved as to Form

By: _____
Alisha Patterson
City Attorney

Exhibit “A”

Legal Description of the Premises

(2 pages follow)

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 5 OF PARCEL MAP IN THE CITY OF LAGUNA WOODS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 103, PAGES 38 THROUGH 41, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 2, LOT LINE ADJUSTMENT LL94-028, RECORDED SEPTEMBER 3, 1996 AS INSTRUMENT NO. 19960448212, OFFICIAL RECORDS OF THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID PARCEL 2;

THENCE SOUTH 60°31'26" EAST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 62.00 FEET TO THE EASTERLY CORNER OF SAID PARCEL 2;

THENCE SOUTH 29°28'37" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 154.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 50.24 FEET AND THROUGH A CENTRAL ANGLE OF 16°55'55";

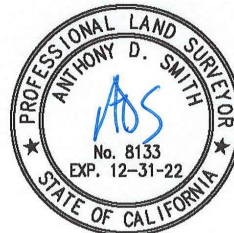
THENCE SOUTH 90°00'00" WEST 79.68 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;

THENCE NORTH 29°28'34" EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 243.28 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID DESCRIPTION CONTAIN 14,132 SQUARE FEET, MORE OR LESS.

ON POINT LAND SURVEYING, INC.
PREPARED BY:

ANTHONY D. SMITH, PLS 8133
DATE: 5/26/2021



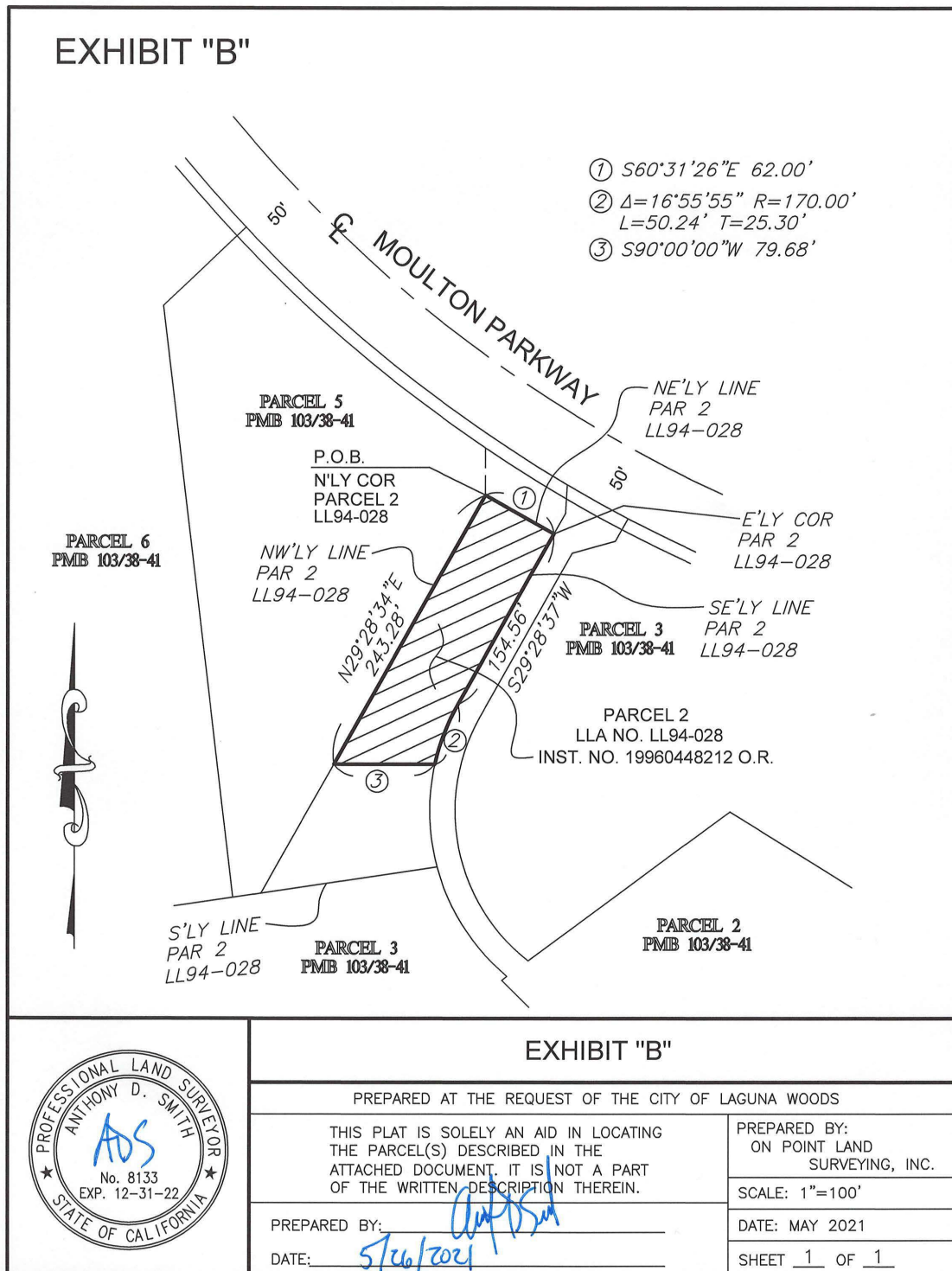


Exhibit “B”

Grant of Non-Exclusive Conditional Easement recorded January 3, 2025, as Instrument
No. 2025000001928 in the Official Records of Orange County, California

(11 pages follow)

90

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637
Attention: City Clerk
(949) 639-0500

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

2025000001928 1:47 pm 01/03/25

90 CR-SC06 E01 11

0.00 0.00 0.00 0.00 30.00 0.00 0.000.000.00 0.00

Exempt from Recording Fee
Pursuant to Government Code Section 6103

ΔΝΔ 27363

APN: [616-012-02]

FULL [] PORTION [X]

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

(Space above this line for Recorder's use)

GRANT OF NON-EXCLUSIVE CONDITIONAL EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, EL TORO WATER DISTRICT, a public agency of the State of California ("Grantor"), hereby grants to the CITY OF LAGUNA WOODS, a municipal corporation ("Grantee") a Non-Exclusive Conditional Easement ("Easement") in, on, over, along, through, upon, under, and across Grantors' existing utility roadway and driveway leading to Grantor's P-1 Pump Station site described on Exhibit "A" and depicted on Exhibit "B" ("Easement Area") attached hereto and incorporated herein by this reference, and subject to the following purposes, terms and conditions:

IT
11P
nf

SECTION 1 - PURPOSE

The sole purpose of this Easement is to provide for road and driveway passage to the site of the proposed construction, operation and maintenance of a fire station and public safety/municipal services building ("Fire Station & Ancillary Building") to be located on the lower portion of Grantee's "City Centre Park" property; and for construction, maintenance, relocation, and removal of improvements within the Easement Area subject to approval of the Grantor's Board of Directors or duly authorized representative thereof. For purposes of this Easement, "road and driveway passage" does not include parking, but does allow for reasonable vehicle and pedestrian passage, drainage, and utility purposes, including all uses of the Easement Area for purposes incident to the stated purposes herein, including but not limited to underground and above ground utilities and appurtenances, cable communication and telecommunication facilities, curbs, gutters, drainage, water and sewage facilities, and access control; provided, however, Grantee shall not obstruct Grantor's vehicular and Grantor's invitees' access from Moulton Parkway through the Easement Area to the balance of APN 616-012-02 (Grantor's property). Any and all stated and anticipated modifications to the Easement Area are subject to Grantor's written consent as set forth in Section 5 of this Easement and shall be at Grantee's sole cost and expense.

SECTION 2 - LICENSING, PERMITTING AND ALLOWABLE PEDESTRIAN PASSAGE

Conditional and subject to Grantor and Grantee entering into the Agreement contemplated as set forth in Section 5 of this Easement, Grantee may thereafter allow access to Easement Area as follows:

- (a) Licensing – Grantee may grant a license for road and driveway passage over the Easement Area to the City of Laguna Beach, the County of Orange, and/or the Orange County Fire Authority inclusive of their employees, agents, vendors, and contractors. Other licenses contemplated by Grantee shall require the Grantor's written consent.
- (b) Permitted Passage – Grantee may permit reasonable road and driveway passage over the Easement Area to Grantee's employees, agents, vendors and contractors without Grantor's consent.
- (c) Pedestrian Passage – Grantee may allow reasonable pedestrian passage over the Easement Area without Grantor's consent.

Grantee agrees that any such Licensing, Permitting or Allowable Pedestrian Usage shall subject and bind Grantee to the indemnification provisions in Section 4 of this Easement.

SECTION 3 - NONASSIGNABILITY

This Easement shall not be assigned. Any purported assignment of this Easement shall be void and of no effect.

SECTION 4 - INDEMNIFICATION

Grantee agrees to the fullest extent permitted by law, to indemnify and hold Grantor, Grantor's directors, officers, employees and agents harmless from and against damages, liability, and costs (including reasonable attorneys' fees and costs of defense) to the extent caused by Grantee's licensees', permittees', and/or pedestrians' usage of the Easement Area.

Grantee's obligation to hold harmless and indemnify Grantor as set forth above shall not be restricted by any insurance proceeds.

SECTION 5 - CONDITIONS SUBSEQUENT

Prior to the initiation of construction of the proposed Fire Station & Ancillary Building, Grantor and Grantee agree to negotiate in good faith and fair dealing, all of the specific terms and conditions of an agreement ("Agreement") which shall include for the benefit of Grantor at Grantee's sole cost and expense, provisions for insurance, indemnification, and construction and maintenance of the Easement Area and Fire Station & Ancillary Building. In the event Grantor and Grantee do not mutually agree on the terms and conditions of such an Agreement on or before December 31, 2026, this Easement shall terminate and be null and void.

ITEM 9.4 – Attachment A

IN WITNESS WHEREOF, the Grantor and Grantee hereto have caused this GRANT OF NON-EXCLUSIVE CONDITIONAL EASEMENT to be effective as of the date of the last signature below.

GRANTOR:

EL TORO WATER DISTRICT, a public
agency of the State of California

By: Mark J. Martin
President

Date: 12-30-2024

GRANTEE:

CITY OF LAGUNA WOODS, a municipal
corporation

By: Steve Adams
Mayor

Date: 12-18-24

ACKNOWLEDGMENT

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

State of California
County of Orange

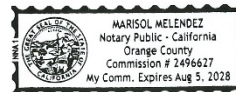
On December 30, 2024 before me, Marisol Melendez, Notary Public
(Insert name and title of the officer)

personally appeared Mark L. Monin
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 MMelendez (Seal)



"EL TORO WATER DISTRICT" NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 18, 2024 before me, Y. Trippy, Notary Public
(Here insert name and title of the officer)

personally appeared Shari L. Horne

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



CERTIFICATE OF ACCEPTANCE

GRANT OF NON-EXCLUSIVE CONDITIONAL EASEMENT

This is to certify that the interest in real property conveyed by the GRANT OF NON-EXCLUSIVE CONDITIONAL EASEMENT dated December 30, 2024 from El Toro Water District, to the City of Laguna Woods, a municipal corporation, is hereby accepted by order of the City of Laguna Woods City Council on December 18, 2024, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:

CITY OF LAGUNA WOODS,
a municipal corporation

Dated 12-18-24



Mayor

Approved as to Form:



Alisha Patterson
City Attorney

"CITY OF LAGUNA WOODS" NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On December 18, 2024, before me, Y. Trippy, Notary Public
(here insert name and title of the officer)

personally appeared Shari L. Horne

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.

Y. Trippy
Signature of Notary



EXHIBIT "A"

**EXHIBIT "A"
LEGAL DESCRIPTION**

BEING A PORTION OF PARCEL 2, PARCEL MAP IN THE CITY OF LAGUNA WOODS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 103, PAGE 38 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF SAID PARCEL 2, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1160.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 30°13'03" EAST, SAID CURVE BEING THE NORTHEASTERLY LINE OF SAID PARCEL 2 AND BEING PARALLEL WITH AND DISTANT 60.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF MOULTON PARKWAY AS SHOWN ON SAID PARCEL MAP;

THENCE SOUTHEASTERLY ALONG SAID CURVE 50.01 FEET AND THROUGH A CENTRAL ANGLE OF 02°28'13";

THENCE SOUTH 29°28'34" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 10.49 FEET;

THENCE SOUTH 74°28'34" WEST, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 35.37 FEET;

THENCE SOUTH 29°28'34" WEST, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 148.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE AND CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 118.97 FEET AND THROUGH A CENTRAL ANGLE OF 45°26'41" TO A NON-TANGENT LINE;

THENCE SOUTH 81°35'16" WEST, ALONG SAID NON-TANGENT LINE, 20.15 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID PARCEL 2, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 74°55'29" EAST;

THENCE NORTHERLY ALONG SAID CURVE AND ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 132.19 FEET AND THROUGH A CENTRAL ANGLE OF 44°33'05";

PAGE 1 OF 2

EXHIBIT "A"

-1-

THENCE NORTH 29°28'34" EAST, ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 173.37 FEET;

THENCE NORTH 03°03'50" EAST, ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 11.23 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIPTION CONTAINS 6,771 SQUARE FEET, MORE OR LESS.

SEE ATTACHED PLAT AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

ON POINT LAND SURVEYING, INC.

PREPARED BY:

ANTHONY D. SMITH, PLS 8133
DATE: 5/29/2024



PAGE 2 OF 2

EXHIBIT "A"

-2-

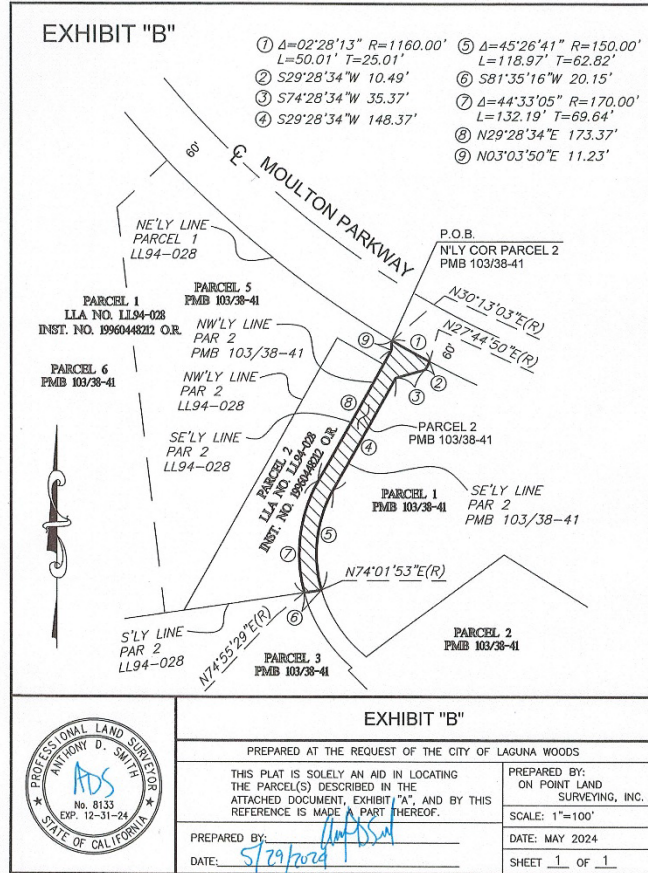
EXHIBIT "B"

EXHIBIT "B"

-1-

SMARTPRINT.TXT

On Point Land Surveying, Inc.
 Closure Report
 Date: 05/29/2024 at 6:57 AM
 Project:
 Description:
 Created by: tonyd

Traverse of: Lot 3 - SUBJECT PARCEL

Bearing	Distance	Starting at	Northing	Easting
N 30 13 03 E (R)	1160.00'	to	2169398.0864	6112820.2661
			2170400.4669	6113404.0754
Delta =	02 28 13	Radius =	1160.00'	Length = 50.01'
Chord =	S 61 01 04 E		50.01'	Tangent = 25.01'
S 27 44 50 W (R)	1160.00'	to	2169373.8546	6112864.0133
S 29 28 34 W	10.49'	to	2169364.7312	6112858.8565
S 74 28 34 W	35.37'	to	2169355.2647	6112824.7769
S 29 28 34 W	148.37'	to	2169226.0996	6112751.7698
S 60 31 26 E (R)	150.00'	to	2169152.2905	6112882.3540
Delta =	45 26 41	Radius =	150.00'	Length = 118.97'
Chord =	S 06 45 14 W		115.88'	Tangent = 62.82'
S 74 01 53 W (R)	150.00'	to	2169111.0238	6112738.1418
S 81 35 16 W	20.15'	to	2169108.0759	6112718.2086
N 74 55 29 E (R)	170.00'	to	2169152.2909	6112882.3580
Delta =	44 33 05	Radius =	170.00'	Length = 132.19'
Chord =	N 07 12 02 E		128.88'	Tangent = 69.64'
N 60 31 26 W (R)	170.00'	to	2169235.9395	6112734.3628
N 29 28 34 E	173.37'	to	2169386.8687	6112819.6713
N 03 03 50 E	11.23'	to	2169398.0826	6112820.2715

Error of closure North = 0.00378283 East = 0.00547853
 Bearing N 55 22 32 W Distance = 0.0067
 Area = 6,771.30 SF 0.155 Acres
 Perimeter = 700.14' Precision = 1 : 105163

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EXHIBIT "B"

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Exhibit “C”

Certain Landscape Maintenance Activities

(2 pages follow)

The following applies to the Park Property exclusive of the Premises (i.e., the portion of the Park Property used by City as City Centre Park) (“Park”), beginning one hundred and eighty (180) calendar days after City’s City Council accepts the City Centre Park Enhancement Project as complete. City shall notify Authority, in writing, of such date, within ten (10) calendar days thereafter.

City and Authority shall coordinate to schedule the landscape maintenance activities set forth herein for mutually agreeable dates and times.

MULCH

1. For the purpose of this section, “mulch” means shredded bark, wood chips, and/or rock mulch to match treatments identified by City on the record construction drawings and/or specifications for the City Centre Park Enhancement Project. City reserves the right to require Authority to modify the specific treatments, at City’s discretion, if a product is discontinued or unavailable. City shall provide notice of such modifications to Authority in writing. Authority acknowledges and agrees that such modifications may result in increased or modified costs.
2. Authority shall apply mulch twice per year (once between each February and April, and once between each September and November) to maintain a depth of three (3) inches within shrub areas and two (2) inches within groundcover areas. City shall provide Authority with a diagram delineating shrub versus groundcover areas. Additionally, Authority shall apply mulch in such a manner that all PVC pipes within any mulched area shall be fully covered by each mulch application, which may require applying mulch in excess of the specified depths where necessary.
3. Authority shall inspect mulch that it plans to apply prior to application to ensure it is free of disease, weed seeds, and other pests and pathogens.
4. Authority shall only apply mulch that complies with the recovered organic waste product procurement requirements set forth in California Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016) (“SB 1383”). Prior to application, Authority shall provide City with documentation from the mulch supplier, in form sufficient to City, verifying that the mulch to be applied complies with SB 1383. Authority shall not commence mulch application until after City has reviewed and accepted the aforementioned compliance documentation in writing.

DECOMPOSED GRANITE SURFACES

1. For the purpose of this section, “decomposed granite” (“DG”) means decomposed granite to match treatments identified by City on the record construction drawings and/or specifications for the City Centre Park Enhancement Project. City reserves the right to require Authority to modify the specific treatments, at City’s discretion, if a product is discontinued or unavailable. City shall provide notice of such modifications to Authority in writing. Authority acknowledges and agrees that such

modifications may result in increased or modified costs.

2. Authority shall maintain all DG surfaces in a manner that supports pedestrian safety, accessibility, and long-term durability. All DG maintenance activities shall comply with applicable Americans with Disabilities Act (“ADA”) standards and be performed using generally accepted best practices for DG surface preservation, with an emphasis on maintaining a firm, stable, and slip-resistant pedestrian surface in compliance with ADA standards.
3. *Regrading and Recomaction.* Authority shall regrade and recompact all DG surfaces twice per year (once between each March and May, and once between each September and November) to restore cross-slope (maximum two percent (2%)) and running-slope (less than five percent (5%)) conformity. Regraded DG shall be compacted to a minimum of ninety percent (90%) relative compaction using a weighted roller to ensure a smooth, stable surface and eliminate any ruts, depressions, or uneven transitions.
4. *Topdressing.* Authority shall apply DG topdressing twice per year (once between each April and May, and once between each September and November) to maintain a four (4) inch surface depth. DG topdressing shall be compacted to a minimum of ninety percent (90%) relative compaction using a weighted roller to ensure a smooth, stable surface and eliminate any ruts, depressions, or uneven transitions. DG topdressing shall be blended with existing material to produce a uniform surface appearance.