



**BUENA PARK CITY COUNCIL  
SPECIAL MEETING  
MONDAY, JULY 16, 2018  
9:30 AM**

COUNCIL CHAMBER  
6650 BEACH BOULEVARD  
BUENA PARK, CALIFORNIA

**CALL TO ORDER 9:30 AM**

**ROLL CALL**

**COUNCIL MEMBER STEVE BERRY  
COUNCIL MEMBER FRED R. SMITH  
COUNCIL MEMBER ELIZABETH A. SWIFT  
MAYOR PRO TEM ARTHUR C. BROWN  
MAYOR VIRGINIA VAUGHN**

**ORAL COMMUNICATIONS**

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. If comments relate to a specific item, those comments will be taken following the staff report for that item and prior to City Council vote. Those wishing to speak are asked to complete a speaker identification form located at the Council Chamber entrance and place it in the box near the speaker's lectern.

**NEW BUSINESS (1)**

- 1. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT REGARDING TERMINATION OF DECLARATION OF COVENANTS AND RESTRICTIONS AND OF MEMORANDA, AND ESTOPPEL CERTIFICATES RELATED TO DEVELOPMENT AGREEMENT NO. 23**

Presented by Ruben M. Lopez, Economic Development Administrator

Purpose: To authorize the City Manager to execute various documents, which will facilitate the sale of Shelly BMW of Buena Park to Autonaton. There is no budget impact with this item.

Recommended Action: 1) Adopt a resolution authorizing the City Manager to execute Memorandums of Termination of Declaration of Covenants and Restrictions and of Memoranda, and Estoppel Certificates for Development Agreement No. 23.

## ADJOURNMENT

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This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at [www.buenapark.com](http://www.buenapark.com). Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.



In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Buena Park City Hall, 6650 Beach Blvd., the Buena Park Library, 7510 La Palma Avenue, uploaded to the City of Buena Park website [www.buenapark.com](http://www.buenapark.com), and the teleconference location: 6832 Brenner Avenue, Buena Park.

Date Posted: July 13, 2018

*Adria M. Jimenez, MMC, City Clerk*



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## Agenda Report to City Council

MEETING DATE: July 16, 2018

TO: The Mayor and City Council

TITLE: **ADOPT A RESOLUTION AUTHORIZING THE CITY  
MANAGER TO EXECUTE A MEMORANDUM OF  
AGREEMENT REGARDING TERMINATION OF  
DECLARATION OF COVENANTS AND RESTRICTIONS  
AND OF MEMORANDA, AND ESTOPPEL  
CERTIFICATES RELATED TO DEVELOPMENT  
AGREEMENT NO. 23**

RECOMMENDED ACTION:

1) Adopt a resolution authorizing the City Manager to execute Memorandums of Termination of Declaration of Covenants and Restrictions and of Memoranda, and Estoppel Certificates for Development Agreement No. 23.

PURPOSE:

To authorize the City Manager to execute various documents, which will facilitate the sale of Shelly BMW of Buena Park to Autonation. There is no budget impact with this item.

PREVIOUS COUNCIL/COMMISSION/COMMITTEE ACTION:

There has been no previous action taken on this matter.

DISCUSSION:

In 1990, an Owner Participation Agreement (OPA) and loan for the development of a BMW dealership (Shelly BMW of Buena Park) and amendments thereto were approved by the former Redevelopment Agency. In 1998, Development Agreement (DA) No. 23 and associated amendments as well as a General Plan Amendment and Zone Change were approved by the City Council for the expansion of the dealership. Amendment No.1 to DA No. 23 as well as a Zone Change and General Plan Amendment were approved in 2002 to allow further expansion of the dealership.

Shelly BMW ('Seller') is in escrow to be sold to Autonation, Inc. ('Buyer'). Escrow is scheduled to close escrow on July 18, 2018, or shortly thereafter. In their due diligence, the Buyer wants to verify, via an estoppel certificate and memorandum of agreement, that the dealership was constructed in conformance with all conditions of DA No. 23 as amended, that the DA is in effect and that neither the Developer nor City are in default under the DA.

Additionally, the buyer is requesting recordation of the proposed Termination of Declaration of Covenants, Restrictions and Memoranda in connection with the 1990 OPA. The document will confirm that the OPA term has expired and all the obligations under the OPA have been met.

The Termination of Declaration of Covenants and Restrictions and of Memoranda, the Memorandum of Agreement, and the Estoppel Certificate related to Development Agreement No. 23 are attached for the City Council's reference.

BUDGET IMPACT: There is no budget impact in connection with this item.

Prepared by: Ruben M. Lopez, Economic Development Administrator

Approved by: Jim Vanderpool, City Manager

Presented by: Ruben M. Lopez, Economic Development Administrator

**ATTACHMENTS**

- 1) Resolution
- 2) Development Agreement No. 23 Estoppel Certificate
- 3) Memorandum of Agreement Regarding Development Agreement No. 23
- 4) Termination of Declaration of Covenants and Restrictions and of Memoranda

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF TERMINATION OF DECLARATION OF COVENANTS AND RESTRICTIONS AND OF MEMORANDA, AND ESTOPPEL CERTIFICATE RELATED TO DEVELOPMENT AGREEMENT NO. 23

WHEREAS, the City of Buena Park is a charter city operating under its charter and the laws of the State of California; and,

WHEREAS, THE City Manager of the City of Buena Park is the administrative head of the city government of the City of Buena Park; and,

WHEREAS, James B. Vanderpool has been appointed the position of City Manager of the City of Buena Park as of July 13, 2012.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby resolve, determine and order as follows:

SECTION 1. James B. Vanderpool, City Manager, is hereby authorized to accept, consent to, and execute the Memorandum of Termination of Declaration of Covenants and Restrictions and of Memoranda, and estoppels certificate, related to Development Agreement No. 23.

SECTION 2. The City Clerk of the City of Buena Park is hereby directed to cause a certified copy of this resolution to be recorded with the County Recorder.

PASSED AND ADOPTED this 16<sup>th</sup> day of July 2018, be the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I hereby certify that the forgoing resolution was duly and regularly passed and adopted at a special meeting of the City Council of the City of Buena Park held this 16<sup>th</sup> day of July 2018.

\_\_\_\_\_  
City Clerk

## Development Agreement No. 23 Estoppel Certificate

To: Buena Park Properties, LLC  
9881 Research Drive  
Irvine, CA 92618  
Attn: Damon Shelly

Reference is made to that certain Development Agreement No. 23, Concerning Property Located at 8308 and 8320 Tenth Street and 6701 and 6721 Idaho Street, Buena Park, California, recorded November 9, 1998 as Instrument No. 19980758575 of Official Records (the "Original Agreement"); and that certain Amendment No. 1 to Development Agreement No. 23, Concerning Property Located at 6750 Manchester Avenue; 8271, 8307, 8308, 8319, and 8320 Tenth Street; and 6621, 6631, 6641, 6701 and 6721 Idaho Street, Buena Park, California, recorded October 28, 2002 as Instrument No. 20020939949 of Official Records (the "Amendment") by and between the City of Buena Park, a municipal corporation (the "City") and Buena Park Properties, LLC, a Delaware limited liability company (the "Developer"), the successor-in-interest to Shelly Eurocars California, Inc. DBA Shelly BMW, and which pertains to the Site (as defined in the Amendment). The undersigned hereby confirms that the term of the Original Agreement expired on October 23, 2013 and that from and after October 23, 2013, the Amendment amends, restates and supersedes the Original Agreement in its entirety, and thereafter the Amendment alone constitutes the "Development Agreement" between City and Developer.

The undersigned does hereby certify to (i) the Developer and (ii) AutoNation, Inc., a Delaware corporation, and Buena Park Luxury Imports, Inc., a Delaware corporation, (collectively, the "Buyer") the proposed purchaser of the Site, and Buyer's successors and assigns, as follows:

1. The Development Agreement is in full force and effect and constitutes the binding obligation of the Developer and the City.
2. Except as set forth above, the Development Agreement has not been amended or modified either orally or in writing.
3. There is no default by the Developer under the Development Agreement, and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default by the Developer under the Development Agreement.
4. There is no default by the City under the Development Agreement, and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default by the City under the Development Agreement.
5. There are no fees, charges, assessments, deposits, or other financial obligations currently unpaid or overdue under the Development Agreement in connection with the Site. In addition, there are no liens currently on the Site under the Development Agreement.

6. All improvements at the Site were built in compliance with the Development Agreement.
7. The Developer's use of the Site is in compliance with the Development Agreement.
8. The Developer is, and has been, in compliance with the annual review requirements of the Development Agreement.
9. The Developer has filed with the City any and all annual reports required by the Development Agreement, or, if not, the City hereby waives the requirements of (i) Section 11 of that certain Amendment No. 1 to Development Agreement No. 23, Concerning Property Located at 6750 Manchester Avenue; 8271, 8307, 8308, 8319, and 8320 Tenth Street; and 6621, 6631, 6641, 6701 and 6721 Idaho Street, and (ii) Section 12 of that certain Development Agreement No. 23, Concerning Property Located at 8308 and 8320 Tenth Street and 6701 and 6721 Idaho Street, Buena Park, California.
10. The undersigned has the power and authority to execute and deliver this Estoppel Certificate on behalf of the City, which has been duly authorized by all necessary action.

The undersigned shall be estopped from asserting any claim or defense against the Developer or the Buyer to the extent (a) such claim or defense is based upon facts now known to the undersigned which are contrary to the statements contained herein, and (b) the Developer or the Buyer has acted in reasonable reliance upon such statements without knowledge of facts to the contrary.

The undersigned hereby represents to the Developer and the Buyer that the annual review and the filing process required by Section 11 of that certain Amendment No. 1 to Development Agreement No. 23, Concerning Property Located at 6750 Manchester Avenue; 8271, 8307, 8308, 8319, and 8320 Tenth Street; and 6621, 6631, 6641, 6701 and 6721 Idaho Street, and Section 12 of that certain Development Agreement No. 23, Concerning Property Located at 8308 and 8320 Tenth Street and 6701 and 6721 Idaho Street, Buena Park, California, consists of the City conducting a review of its files and information regarding the Developer's development and use of the Site and, if deemed appropriate by the City, the City requesting in writing that the Developer submit an annual report with the City indicating information regarding compliance with the terms of the Development Agreement. Absent written notice from the City to the Developer requiring the Developer submit such an annual report, the City does not enforce the requirement of the Development Agreement to submit annual reports to the City.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

DATED: \_\_\_\_\_, 2018.

**"City"**

CITY OF BUENA PARK,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk, City of Buena Park

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney



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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or 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 \_\_\_\_\_

(Seal)

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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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 \_\_\_\_\_

(Seal)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Palmieri, Tyler, Wiener, Wilhelm & Waldron  
LLP (DWG)  
1900 Main Street, Suite 700  
Irvine, CA 92614-7328

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT AGREEMENT NO. 23

THIS MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT AGREEMENT NO. 23 ("Memorandum") is made and entered into as of the \_\_\_ day of July, 2018, by and between BUENA PARK PROPERTIES, LLC, a Delaware limited liability company, the successor-in-interest to SHELLY EUROCARS CALIFORNIA, INC., dba Shelly BMW ("Developer"), and the CITY OF BUENA PARK, a municipal corporation organized and existing under the laws of the State of California ("City").

### RECITALS

A. Reference is made to that certain Development Agreement No. 23, Concerning Property Located at 8308 and 8320 Tenth Street and 6701 and 6721 Idaho Street, Buena Park, California, recorded November 9, 1998 as Instrument No. 19980758575 of Official Records (the "Original Agreement"); and that certain Amendment No. 1 to Development Agreement No. 23, Concerning Property Located at 6750 Manchester Avenue; 8271, 8307, 8308, 8319, and 8320 Tenth Street; and 6621, 6631, 6641, 6701 and 6721 Idaho Street, Buena Park, California, recorded October 28, 2002 as Instrument No. 20020939949 of Official Records (the "Amendment") by and between the City and Developer, and which pertains to the Site (as defined in the Amendment).

B. The City and Developer now wish by this Memorandum to document their agreement with regard to certain matters concerning the Original Agreement and the Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term of Original Agreement. The City and Developer hereby confirm that the term of the Original Agreement expired on October 23, 2013, and that from and after October 23, 2013, the Amendment amends, restates and supersedes the Original Agreement in its entirety, and thereafter the Amendment alone constitutes the "Development Agreement" between the City and Developer.

2. Recordation. This Memorandum shall, at the expense of Developer, be recorded in the Official Records of the County Recorder of the County of Orange within ten (10) business days following its complete execution.

3. Effect of Development Agreement. The Amendment referred to in Recital A preceding, and each and every term and provision thereof, shall remain in full force and effect.

IN WITNESS WHEREOF, this Memorandum has been executed by the parties and shall be effective upon its complete execution by the parties.

DATED: \_\_\_\_\_, 2018.

**"City"**

CITY OF BUENA PARK,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk, City of Buena Park

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

DATED: \_\_\_\_\_, 2018.

**"Developer"**

BUENA PARK PROPERTIES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Damon J. Shelly,  
President/Chief Executive Officer

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or 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 \_\_\_\_\_

(Seal)

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 \_\_\_\_\_ )

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(insert name and title of the officer)

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that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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State of California )  
County of \_\_\_\_\_ )

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that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Palmieri, Tyler, Wiener, Wilhelm &  
Waldron LLP (DWG)  
1900 Main Street, Suite 700  
Irvine, CA 92614-7328

APNs: 070-661-19, 070-662-19, 277-  
121-03, and 277-122-02

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TERMINATION OF DECLARATION OF COVENANTS AND RESTRICTIONS  
AND OF MEMORANDA**

THIS TERMINATION OF DECLARATION OF COVENANTS AND RESTRICTIONS AND OF MEMORANDA (this "Termination") is made and entered as of \_\_\_\_\_, 2018, by and between BUENA PARK PROPERTIES, LLC, a Delaware limited liability company ("Owner"), and the CITY OF BUENA PARK, CALIFORNIA, a municipal corporation (the "City").

**RECITALS**

A. Owner is the fee simple owner of that certain real property described in Exhibit "A" attached hereto ("Property"). Owner is the successor-in-interest to Shelly Eurocars California, Inc., a California corporation ("Shelly Eurocars").

B. The City is the Successor Agency to the Community Redevelopment Agency of the City of Buena Park ("Agency").

C. Reference is made to that certain Declaration of Covenants and Restrictions made by Shelly Eurocars in favor of the Agency ("Declaration"), recorded July 30, 1990 as Instrument No. 90-400538 of Official Records of Orange County, California.

D. Reference is made to that certain Memorandum of Agreement ("Memorandum No. 1"), recorded July 30, 1990 as Instrument No. 90-400539 of Official Records of Orange County, California.

E. Reference is made to that certain Memorandum of Amendment to Agreement ("Memorandum No. 2"), recorded November 20, 1992 as Instrument No. 92-801435 of Official Records of Orange County, California.

F. The Declaration, Memorandum No. 1 and Memorandum No. 2 all relate to that certain Owner Participation Agreement between Shelly Eurocars and the Agency dated April 16, 1990, and that certain First Amendment to Owner Participation Agreement between Shelly Eurocars and the Agency dated May 18, 1992 (collectively, "Owner Participation Agreement") entered into with regard to the development and operation of portions of the Property more particularly described therein. Owner and City agree and acknowledge that the term of the



Owner Participation Agreement has expired and Shelly Eurocars and its successors-in-interest to the Property have performed and satisfied all of their obligations under the Owner Participation Agreement.

G. In light of the foregoing, Owner and the City have agreed to terminate the Declaration concurrently herewith, and have executed this Termination in order to cancel Memorandum No. 1 and Memorandum No. 2 and remove each of them as a lien on title to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. The above recitals are hereby incorporated into this Termination as if fully set forth herein.

2. The Declaration shall be terminated and shall be null and void and removed from title to the Property effective upon the recordation of this Termination.

3. Memorandum No. 1 shall be terminated and shall be null and void and removed from title to the Property effective upon the recordation of this Termination.

4. Memorandum No. 2 shall be terminated and shall be null and void and removed from title to the Property effective upon the recordation of this Termination.

5. This Termination is binding upon Owner and the City, and inures to the benefit of each party's respective heirs, executors, administrators, legal representatives, successors and assigns.

6. This Termination may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank; Signature Page(s) Follow]*

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

**OWNER:**

BUENA PARK PROPERTIES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Damon J. Shelly,  
President/Chief Executive Officer

**CITY:**

CITY OF BUENA PARK,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk, City of Buena Park

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

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 \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or 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 \_\_\_\_\_

(Seal)

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State of California )  
County of Orange )

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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 \_\_\_\_\_

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 OF PARCEL MAP 2003-175 IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370 PAGE 23-26 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND MINERALS AND ALL OIL, GAS AND MINERAL RIGHTS, UPON AND UNDER SAID LAND, WITH NO RIGHT OF ENTRY ON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXTRACTING OIL, GAS OR MINERALS THEREON, AS RESERVED BY THE SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, IN THE DEED RECORDED MARCH 10, 1941 IN BOOK 1083, PAGE 273, OFFICIAL RECORDS.

APNs: 070-661-19, 070-662-19, 277-121-03, and 277-122-02.