

2d1 ATTACHMENT 5

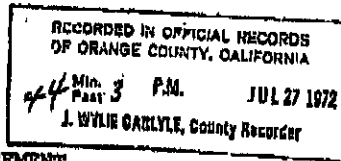
Recording Requested by
C. J. SEGERSTROM & SONS

26385

10245 PAGE 204

When Recorded Please Mail To:
C. J. Segerstrom & Sons
P.O. Box 1486
Costa Mesa, Calif. 92626

\$11.00



RECIPROCAL PARKING AGREEMENT

This Agreement made this 26th day of July, 1972, by and between HAROLD T. SEGERSTROM, VERONICA P. SEGERSTROM, NELLIE RUTH SEGERSTROM, HENRY T. SEGERSTROM, YVONNE deC. SEGERSTROM, HAROLD T. SEGERSTROM, JR., and JEANETTE E. SEGERSTROM, (hereinafter collectively referred to as "Segerstrom"), FIRST NATIONAL BANK OF ORANGE COUNTY ("Bank"), GIRL SCOUT COUNCIL OF ORANGE COUNTY ("Girl Scouts"), and BRENTWOOD SAVINGS AND LOAN ASSOCIATION ("Brentwood").

RECITALS

A. Segerstrom is or was the owner of all of the real property outlined with a solid line on Exhibit "A" attached hereto and incorporated herein by this reference (the "Development").

B. Segerstrom heretofore has deeded to Girl Scouts the portion of said real property outlined in dashes on Exhibit "A," has leased to Bank the portion of said real property outlined in circles on Exhibit "A," and has leased to Brentwood the portion of said real property outlined with squares on Exhibit "A." Segerstrom contemplates developing the balance of said real property with commercial or similar buildings and with parking areas serving such buildings as constructed, but without thereby committing itself to do so except as herein specifically provided.

C. Segerstrom, Bank, Girl Scouts and Brentwood each desire to establish reciprocal nonexclusive parking rights in portions of said real property, for the mutual

EXHIBIT B

10245 205

benefit of each of them, and of the contemplated future owners and lessees of premises within said real property, all as more specifically hereinafter set forth.

AGREEMENT

In consideration of the foregoing recitals, the mutual covenants hereinafter set forth, and the mutual benefits to be derived by each of the parties therefrom, it is hereby agreed among the parties as follows:

1. Those portions of said real property designated by shading on Exhibit "A," and more fully described on Exhibit "B," shall from and after the effective date hereof be deemed "common parking areas." Each of the parties, their successors in interest, and their respective employees and invitees shall be entitled to use the common parking areas from and after the effective date in common with all other persons Segerstrom from time to time authorizes to use such areas, subject to such reasonable rules and regulations relating to such use as Segerstrom may from time to time establish, including validation requirements.

2. Segerstrom shall improve at its expense those portions of the common parking areas not already improved with parking at the date hereof. From and after the effective date Segerstrom shall operate, manage, equip, police, light, repair and maintain the common parking areas in such manner as it may in its sole discretion determine to be appropriate. Segerstrom may temporarily close all or portions of the common parking area for repairs or alterations, to

10245 PAGE 206

prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Segerstrom. Segerstrom may make changes at any time and from time to time in the size, shape, location, number and extent of the common parking areas or any of them and may provide within the Development parking in substitution for that initially provided hereunder which may be surface, multi-deck or underground in nature, provided that Segerstrom may not so long as this Agreement remains in effect reduce the number of parking spaces within the common parking areas below the greater of (a) the number of spaces required by the City of Costa Mesa to serve the Development as it from time to time exists or (b) 100 spaces.

3. Segerstrom shall at all times during the term of this Agreement have the sole and exclusive control of the automobile parking areas, driveways, entrances and exits and the sidewalks and pedestrian passageways within the common parking areas, and may at any time and from time to time during the term hereof restrain any use or occupancy thereof except as authorized by the rules and regulations for the use of such areas established by Segerstrom from time to time. The rights of each of the parties in and to the common parking areas shall at all times be nonexclusive and subject to the rights of other parties from time to time authorized to use the common parking areas on a nonexclusive basis (all parties so authorized to use the common parking areas being herein-after referred to as "Users").

10245 PAGE 207

4. Each User shall pay to Segerstrom in the manner and at the time provided below, such party's proportionate share, as defined below, of all costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas. Such costs and expenses shall include, without limiting the generality of the foregoing, gardening, landscaping, cost of public liability, property damage, vandalism and malicious mischief, and other insurance, real estate taxes and assessments, repairs, painting, lighting, cleaning, trash removal, depreciation of equipment and common parking area improvements, fire protection, and similar items, and an amount (not to exceed fifteen percent (15%) of all other maintenance costs and expenses) equal to Segerstrom's expenses in supervising such maintenance. Each User's proportionate share of such common parking area costs shall be that proportion thereof which the gross floor area of each User's premises bears to the gross floor area of the premises in the Development from time to time occupied by Users. Prior to the commencement of each calendar year, Segerstrom shall give each User a written estimate of its share of such common area costs for the ensuing year. Each User shall pay such estimated amount to Segerstrom in equal monthly installments, in advance. Within ninety (90) days after the end of each calendar year, Segerstrom shall furnish to each User a statement showing in reasonable detail the costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas during such year, and the parties shall promptly make any payment or allowance

10245 PAGE 208

necessary to adjust each User's estimated payment to such User's actual proportionate share of common parking area costs as shown by such annual statement.

5. The customers, invitees and employees of each of the parties will have the right of access, ingress and egress over and upon all driveways connecting the common parking areas to public streets, whether such driveways, as the same may exist from time to time, are located upon the common areas or upon portions of the property of the parties not constituting common areas.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, lessees and sublessees.

EXECUTED this 26th day of July, 1972.

FIRST NATIONAL BANK OF
ORANGE COUNTY

GIRL SCOUT COUNCIL OF ORANGE
COUNTY

By C. Schroeder

By Carlin Schmidt

By John A. White

By _____

BRENTWOOD SAVINGS AND LOAN
ASSOCIATION

By David L. Hume

Harold T. Segerstrom
Harold T. Segerstrom

By Dana K. Gelling

Veronica P. Segerstrom
Veronica P. Segerstrom

Nellie Ruth Segerstrom
Nellie Ruth Segerstrom

Henry T. Segerstrom
Henry T. Segerstrom

Ivonne de C. Segerstrom
Ivonne de C. Segerstrom

Harold T. Segerstrom, Jr.
Harold T. Segerstrom, Jr.

Jeanette E. Segerstrom
Jeanette E. Segerstrom

10245 210

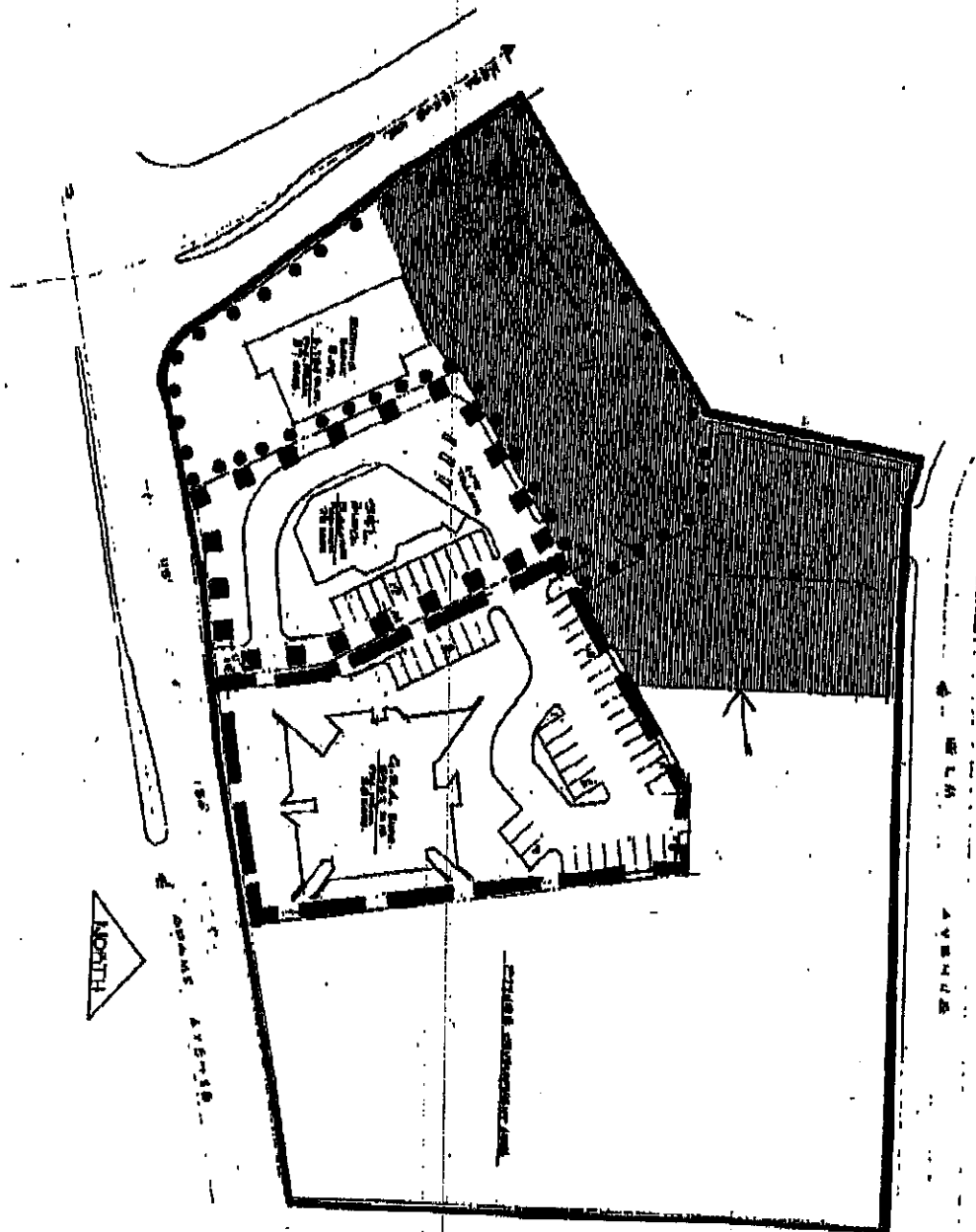


EXHIBIT A

COMMON PARKING AREAS

10245 211

PARCEL NO. 1

That portion of Lot 51 in the City of Costa Mesa, County of Orange, State of California as shown on the map of the Fairview Tract recorded in Book 25 Page 76 of Miscellaneous Records, in the Office of the County Recorder of Los Angeles County, California, described as follows:

COMMENCING at a point in the Northerly line of Adams Avenue as described in the deed to the City of Costa Mesa recorded November 9, 1961 in Book 5908 Page 266 of Official Records, records of said Orange County, said point being distant along said Northerly line North 01°20'10" East 73.11 feet from the Westerly terminus of that certain course described in said deed as having a bearing and length of "North 81°20'10" East 116.11 feet"; said point being the Southwest corner of the land described in the Deed recorded February 7, 1972 in Book 9993 Page 183 of Official Records of said County; thence along the Westerly line of said deed the following courses; North 08°39'50" West 63.00 feet and North 25°30'00" West 176.64 feet to the Southeasterly line of the land described in the memorandum of lease recorded May 7, 1964 in Book 7036 Page 426 of Official Records, records of said Orange County, said point being also the most Westerly corner of the land described in said deed Recorded in Book 9993 Page 183; thence North 56°52'49" East along the Northwesterly line of said last mentioned deed 28.39 feet to the TRUE POINT OF BEGINNING; thence continuing along the Northwesterly line of said deed recorded in Book 9993 Page 183 North 56°52'49" East 65.00 feet; thence North 00°04'00" East 164.13 feet to the South line of Elm Avenue as shown on a map of Tract No. 3487 as per map recorded in Book 122 Pages 6 to 16 inclusive of Miscellaneous Maps, records of said County; thence North 89°54'01" West 92.83 feet to the beginning of a tangent curve concave Northerly having a radius of 160.00 feet; thence Westerly along said curve through a central angle of 17°49'46" an arc distance of 49.79 feet; thence South 09°38'41" West 132.77 feet to the most Northerly corner of Parcel 2 of the hereinbefore mentioned lease; thence along the Northerly and Easterly lines of said lease the following bearings and distances: South 88°45'36" East 60.26 feet and South 33°07'11" East 90.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

PARCEL NO. 2

ELL 10245 PAGE 212

That portion of the 2760.54 acre parcel of land allotted to
Edwardo Pullereno in Decree of Partition of the Rancho Santiago
De Santa Ana, recorded in Book E of Judgments of the 17th
Judicial District Court of California in the City of Costa
Mesa, County of Orange, State of California, described as follows:

Beginning at a point in the Northeasterly boundary of that cer-
tain parcel of land described by Deed recorded November 9, 1961
in Book 5908, Pages 266 thru 272 inclusive of Official Records
of said county, said point being in a line parallel with and
distant Southeasterly 110.00 feet, measured at right angles,
from the Southeasterly line of that certain parcel of land
described in Deed recorded January 29, 1963 in Book 6412,
Page 51 of said Official Records; thence along said parallel
line North 56° 52' 49" East 112.64 feet; thence South 25° 14'
41" East 14.14 feet to a point in a line parallel with and
distant Southeasterly 124.00 feet, measured at right angles,
from said Southeasterly line; thence along said parallel line
North 56° 52' 49" East 159.00 feet; thence North 33° 07' 11"
West 90.00 feet; thence North 88° 45' 36" West 60.26 feet to
said Southeasterly line; thence along said Southeasterly line
South 56° 52' 49" West 223.00 feet to a point in said North-
easterly boundary; thence along said Northeasterly boundary
South 33° 07' 11" East 71.95 feet; thence continuing along said
Northeasterly boundary South 37° 42' 30" East 38.18 feet to
the point of beginning.

EXHIBIT "D"

