

# **REHABILITATION AND OPERATIONS AGREEMENT**

by and between

Westminster Housing Authority

and

Elderly Development Westminster L.P.

**Rose Garden Apartments  
8190 13th St, Westminster, CA 92683**

THIS REHABILITATION AND OPERATIONS AGREEMENT (the “Agreement”) is dated as of \_\_\_\_\_, 2026 (“Effective Date”) and is entered into by and between the Westminster Housing Authority having their offices at 8200 Westminster Blvd., Westminster, California 92683 (“City”), and Elderly Development Westminster, a California Limited Partnership (“Operator”). The City and the Operator are each individually hereinafter referred to as a “Party” to this Agreement, or collectively referred to as the “Parties.”

### RECITALS

A. City is the owner of that certain property in the City of Westminster located at 8190 13th St, Westminster, CA 92683 (Assessor Parcel Numbers: 097-090-50; 988-01-751), which is more specifically described in the attached Exhibit “A”, and known as the Rose Garden Apartments (the “Development”).

B. City acquired the Development with redevelopment housing set aside funds and desires to see the Development maintained as affordable housing in perpetuity.

C. The Parties to this Agreement acknowledge and enter into this Agreement expecting that the Development will be sold to a Successor Operator (defined in section 1.2) which is anticipated to be a joint venture of C&C Development and Waterford Property Company.

D. The purpose of this Agreement is to achieve the ongoing maintenance, operation, and continued affordability for lower income residents of the Development and to ensure a significant remodel to the Development is completed.

F. A material inducement to the City to enter into this Agreement is the agreement by the Operator and any Successor Operator to operate and maintain the Development in accordance with the provisions of this Agreement and the long term protection of affordable housing for lower income residents of the City.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. **CONSIDERATION AND OBLIGATIONS.** In addition to the purchase price, the material terms of the sale of the land to the current ground lessee Elderly Development Westminster, L.P. included an obligation to enter into a rehabilitation and operations agreement setting forth the terms of the ongoing operation of the Development as an affordable housing apartment complex for lower income residents, an obligation to expend significant funds to remodel and rehabilitate the Development, and an obligation for a future purchaser to pay to the City 5% of the net proceeds of any future sale of the Development by a successor to the Operator.

- 1.1 By entering into this Agreement, Operator has satisfied the obligation set forth in the Purchase and Sale Agreement between Operator and City dated June 27, 2026 approved by the City Council on June 24, 2026.

1.2 Operator must ensure that any party that purchases the Development from Operator (a “Successor Operator”) covenants and warrants to pay to the City, for affordable housing uses and within 30 days of the close of the transaction, the amount of 5% of the net refinance or net sales proceeds should the Successor Operator refinance or sell the Development. This requirement shall not apply to the City’s sale to Operator or to Operator’s immediate subsequent sale to Waterford Property Company or an affiliate thereof. This obligation shall survive the termination or expiration of this Agreement.

2. REHABILITATION OBLIGATIONS. Operator will make improvements to the Development in the amount of not less than \$6,000,000 in rehabilitation improvements within 60 months of the Effective Date, which include the following scope:

A comprehensive rehabilitation program, addressing the items identified within the Facilities Condition Assessment, with a construction budget focused on unit interiors and major building systems (boilers, elevators, exterior paint, wood framing, patios/decking, HVAC). Within 60 days of the execution of this Agreement a schedule of performance detailing the interior and exterior work shall be provided for approval of the City of Westminster Community Development Director.

The City acknowledges the rehabilitation of the Property may be subject to the application and receipt of a tax-exempt bond allocation from the California Debt Limit Allocation Committee (“CDLAC”) and an allocation of low-income housing tax credits through the California Tax Credit Allocation Committee (“TCAC”). The City agrees to cooperate and assist in facilitating a future application to CDLAC and TCAC, which may include a letter of support and conduct a Tax Equity and Fiscal Responsibility Act (“TEFRA”) public hearing associated with the issuance of the tax-exempt bonds by either California Municipal Finance Authority or California Statewide Communities Development Authority.

3. USE AND OPERATION OF THE DEVELOPMENT.

3.1 Compliance with Affordability Obligations. The rights established in this Agreement are to be interpreted in light of the fact that the City will convey the Development to the Operator for continued operations in substantial compliance with Operator’s ongoing covenant to maintain the units as affordable units for lower income households with the following income targets for residents: 49% of units at 60% Adjusted Median Income and 51% at 80% Adjusted Median Income for City of Westminster, Orange County, CA.

3.2 Deed Restriction to be Recorded by Operator. To ensure long term compliance with section 3.1 above, Operator will record a Deed Restriction on the Development stating the ongoing covenant and restriction to keep the Development affordable at the income targets set forth above in a form to be approved by the City Attorney.

3.3 City and Other Governmental Agency Permits and Approvals. Operator shall be fully responsible for ensuring that any and all permits which may be required by the City or any other governmental agencies having jurisdiction over the Development are in place to cover

the intended operations of the Development. Operator will comply with all laws, rules, building and fire codes, and regulations applicable to the use of the Development.

3.4 Insurance. From and after the Close of Escrow and for so long as title to the Development is held by Operator, Operator shall obtain and maintain (i) commercially reasonable casualty insurance for the Development, covering the Development real property and the personal property housed inside, (subject to commercially reasonable deductibles) with a reasonable inflation rider; (ii) commercial broad form general liability insurance, insuring against claims and liability for bodily injury, death, or property damage arising from the construction, use, occupancy, condition, or operation of the Development, which liability insurance shall provide combined single limit protection of at least \$2,000,000 and shall include a reasonable inflation rider, contractual liability coverage and products and completed operations coverage.

3.5 Taxes, Assessments, Encumbrances and Liens. Operator shall pay when due all real and personal property taxes and assessments assessed or levied on the Development following the Close of Escrow.

3.6 Maintenance. Operator, or its successor in interest, shall maintain the Property and all improvements thereon in good condition and in conformity with all applicable Governmental Regulations, including, without limitation, the City of Westminster Municipal Code.

3.7 No Nuisance. Operator shall not maintain, cause to be maintained, or allow to be maintained on or about the Property any public or private nuisance, including without limitation, the conduct of criminal activities set forth in the nuisance abatement provisions of the Uniform Controlled Substances Act (Health & Safety Code Sections 11570, et seq.) or the Street Terrorism Enforcement and Prevention Act (Penal Code Sections 186.22 et seq.) or any successor statute or law.

3.8 Records. Operator shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants during normal business hours upon no less than 72 hours prior notice. All Tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Operator and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City upon no less than 72 hours prior notice. The Operator shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

#### 4. EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

4.1 Defaults - Definition. Subject to the provisions of this Section hereof, the occurrence of any or all of the following shall constitute a default ("Default") under this Agreement:

4.1.1 Operator's failure to perform its obligations and abide in good faith to the terms of this Agreement for a period of 30 days after the City has given written notice of default;

4.1.2 Operator's transfer, or the occurrence of any involuntary transfer, of the Development or any significant part thereof or interest therein, or any rights or obligations of Operator under this Agreement, in violation of this Agreement;

4.1.3 The failure to maintain the Development as required by Section 3.5.

## 4.2 Remedies.

4.2.1 Remedies for Default After the Close of Escrow. In the event of a Default by any Party after the Close of Escrow, a non-defaulting Party shall be entitled to the following remedies, as applicable:

(i) A defaulting Party shall be liable to the non-defaulting Party for all damages, costs and losses incurred by the non-defaulting Party, and the non-defaulting Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to the right to receive damages or to pursue an action for specific performance; and

(ii) During the Term of this Agreement, the City shall have the right to seek specific performance, injunctive relief, and monetary damages for a material breach of this Agreement that remains uncured after expiration of the applicable cure periods set forth in Section 4.1.1. In such event, the City may recover, in addition to any other remedies available at law or in equity, liquidated damages in the amount of Five Thousand Dollars (\$5,000) per month (prorated for any partial month) for each month following the expiration of such cure period until the earlier of (A) the date such breach is cured, or (B) the termination of this Agreement. The Parties agree that such liquidated damages are intended to compensate the City for actual but difficult-to-ascertain damages and are not a penalty, and shall be the City's agreed financial remedy in lieu of any right of reversion.

4.2.2 No Personal Liability. No representative, agent, attorney, consultant, or employee of the City shall personally be liable to the Operator or any successor in interest of Operator, in the event of any default or breach by the City, or for any amount which may become due to Operator or any successor in interest, on any obligation under the terms of this Agreement. No representative, agent, attorney, consultant, or employee of the Operator shall personally be liable to the City in the event of any Default or breach by the Operator, or for any amount which may become due to City or any successor in interest, on any obligation under the terms of this Agreement.

4.2.3 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the non-defaulting Party.

4.2.4 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The acceptance by a Party of less than the full amount due from the

other Party shall not constitute a waiver of such Party's right to demand and receive the full amount due, unless such Party executes a specific accord and satisfaction.

4.2.5 Force Majeure. Following the Close of Escrow, and notwithstanding anything to the contrary in this Agreement, nonperformance shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of such Party (a "Force Majeure Delay"): (i) failure to perform by Operator affecting all similar works of construction in the Orange County, California, area, attributable to any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either Party hereto), civil disturbance, pandemic, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; and (ii) delay attributable to severe weather, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other similar industry-wide cause beyond the reasonable control of the Party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage due to any Force Majeure Delay shall excuse the performance of the Party affected for a period of time equal to any such prevention, delay or stoppage (except the obligations of either Party to pay money to the other Party or to close escrow) provided that the Party claiming the Force Majeure Delay notifies the other Party of the Force Majeure Delay within a reasonable time (not to exceed ten business days) after the commencement of the Force Majeure Delay.

## 5. INDEMNITY.

5.1 Indemnity. From and after the execution of this Agreement, Operator hereby agrees to indemnify, defend, protect, and hold harmless the City (as a third party beneficiary) and any and all agents, employees, representatives, council members, board members, consultants, and officers of the City, from and against all losses, liabilities, claims, damages (including foreseeable or unforeseeable consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:

(i) the Operator's use, ownership, management, occupancy, or possession of the Development during Operator's period of ownership of the Development,

(ii) any breach or Default by Operator hereunder, or

(iii) any of Operator's activities on the Development (or the activities of Operator's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Development), regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement, except to the extent such losses or liabilities are caused by the gross negligence or willful misconduct of the City.

5.2 Defense. The City may in its discretion, and at its own cost, participate in the defense of any legal action naming the City. The provisions of this Section 5.2 shall survive the Close of Escrow and the termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Operator Representations. Operator represents and warrants to the City as of the date of this Agreement and as of the Close of Escrow that:

(i) Operator is a California entity validly existing and in good standing under the laws of the State of California.

(ii) Operator has duly authorized the execution and performance of this Agreement.

(iii) Operator's execution and performance of this Agreement will not violate any provision of the Operator's deed of trust, lease, contract, agreement, instrument, order, judgment or decree by which Operator is bound.

7 TERM. The provisions of this Agreement shall bind the Parties for a period of fifty five (55) years (the "Term") from the Effective Date and shall survive the Close of Escrow.

8. GENERAL PROVISIONS.

8.1 Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) one business day following deposit or delivery with a nationally recognized overnight courier delivery charges prepaid, or (b) three (3) business days following after deposit or delivery shown on the return receipt in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective Party; provided that if any Party gives notice in writing of a change of name or address, notices to such Party shall thereafter be given as demanded in that notice:

City: City of Westminster and Westminster Housing Authority  
8200 Westminster Boulevard  
Westminster, CA 92683  
Attn: Christine Cordon  
E-mail: ccordon@westminster-ca-gov

With a copy to: Jones & Mayer  
3777 North Harbor Boulevard  
Fullerton, CA 92835  
Attn: Westminster City Attorney

Operator: Elderly Development Westminster, L.P.  
c/o David D. Dahl  
1199 Harbour Cove Court  
Sparks, NV 89434

Attn: David D. Dahl  
E-mail: [daviddahl46@gmail.com](mailto:daviddahl46@gmail.com)

With a copy to: Community Housing Assistance Program, Inc.  
10911 Lake Court Road  
Santa Ana, CA 92705-2524  
Attn: Kenneth S. Robertson  
E-mail: [ksr@chapausa.org](mailto:ksr@chapausa.org)

With a copy to: Hobson Bernardino + Davis LLP  
600 Corporate Pointe, Suite 215  
Attn: Jason A. Hobson, Esq.; Peter W, Marshall, Esq.  
E-mail: [jhobson@hbdlegal.com](mailto:jhobson@hbdlegal.com); [pmarshall@hbdlegal.com](mailto:pmarshall@hbdlegal.com)

With a copy to: C&C Development Co., LLC  
c/o Waterford Property Company  
14211 Yorba Street, Suite 200  
Tustin, CA 92780  
Attn: Todd Cottle

8.2 Construction. The Parties agree that each Party and its counsel have reviewed and contributed to the final revisions to this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

8.3 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words “person” and “party” include corporation, partnership, firm, trust, or association wherever the context so requires. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day. If the date for performance falls on a Saturday, Sunday, or legal holiday, the date for performance shall be extended to the next business day. All references in this Agreement to a number of days in which either Party shall have to consent approve or perform shall mean calendar days unless specifically stated to be business days.

8.4 Time of the Essence. Time is of the essence of this Agreement.

8.5 No Joint Venture or Agency Created. In performing this Agreement, Operator is an independent contractor and not the agent of the City. The City are not agents of Operator. The City shall have no responsibility whatsoever for payment to any contractor or supplier of Operator. Operator shall not have any responsibility whatsoever for payment to any contractor or supplier of the City.

8.6 Warranty Against Payment of Consideration for Agreement. Operator warrants that it has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

8.7 Attorneys' Fees. If either the City of the Operator brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court.

8.8 Entire Agreement Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, and all agreements executed pursuant hereto, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. No person is authorized to make, and by execution hereof Operator and the City acknowledge that no person has made, any representation, warranty, guaranty or promise except as expressly set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on Operator or the City.

8.9 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.10 Headings. All section headings and subheadings are inserted for convenience only and shall have no effect on the construction or interpretation of this Agreement.

8.11 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties, their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.12 Governing Law; Jurisdiction; Service of Process. This Agreement and the rights of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of Orange. If any legal action is commenced by Operator against the City, or by City against Operator, service of process on the City shall be made by personal service upon the City Clerk of the City, or in such other manner as may be provided by law. If any legal action is commenced by City or City against Operator, service of process on Operator shall be made in such other manner as may be provided by law. Operator agrees, for the benefit of the City, that it shall designate an agent for service of process in the State of California in the manner prescribed by law.

8.13 Assignability. Operator may assign, transfer or convey its rights and obligations under this Agreement (a) to any "Successor Operator" in connection with a sale, transfer, ground lease or refinancing of the Development, (b) to any limited partnership, limited liability company or other entity that directly or indirectly, is under common Control with, controls or is controlled by Operator, or (c) to any tax credit investor or bond financing entity providing

debt or equity financing for the Development, in each case without the need for City's consent, provided that Operator gives City at least thirty (30) days' prior written notice of such assignment and the assignee assumes in writing Operator's obligations under this Agreement. Any other assignment, transfer or conveyance of this Agreement shall require the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, and City shall approve or disapprove any such request for consent in writing within fifteen (15) days after receipt of Operator's written request; City's failure to respond within such fifteen (15) day period shall be deemed City's approval of the proposed assignment. For purposes of this Section 8.13, "Control" means, with respect to any entity, the power to direct management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

8.14 Survival. The provisions hereof shall not merge into, but rather shall survive, any conveyance hereunder (including, without limitation, the delivery and recordation of the Grant Deed) and the delivery of all consideration.

8.15 Estoppel Certificates. Upon written request of Operator, City shall within thirty (30) days of the date of such request, execute and deliver to Operator, a written statement: certifying, to the best of such City's knowledge, that (a) this Agreement in full force and effect, if such is the case, and has not been modified or amended, except as shall be stated; and (b) that no default by Operator exists under this Agreement.

8.16 City Actions. The City hereby authorizes the City Manager to deliver such approvals, consents as are contemplated by this Agreement, waive requirements under this Agreement, and modify this Agreement by the mutual agreement of the Parties, on behalf of the City provided that the applicable approval, consent, waiver or modification is minor (*i.e.*, does not change the fundamental business transaction between the Operator and the City, as determined by the City Manager in his or her reasonable discretion).

8.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

*Signatures appear on next page*

**OPERATOR:**

**ELDERLY DEVELOPMENT WESTMINSTER, L.P., a California limited partnership**

By: Elderly Development - Westminster Inc., a California corporation

Its: Administrative General Partner

By: \_\_\_\_\_  
David D. Dahl, President

By: Community Housing Assistance Program, Inc. a California nonprofit public benefit corporation

Its: Managing General Partner

By: \_\_\_\_\_  
Ken Robertson  
President

**[SIGNATURES CONTINUE ON NEXT PAGE]**

**CITY:**

**WESTMINSTER HOUSING AUTHORITY,  
a California Municipal Corporation**

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Christine Cordon,  
Executive Director/City Manager

Attest:

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Sandra Escudero, Westminster Housing  
Authority Secretary/City Clerk

Approved as to form:

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Scott E. Porter, City Attorney and  
Westminster Housing Authority Legal Counsel

**[END OF SIGNATURES]**

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LAND**

The Land referred to herein below is situated in the City of Westminster, County of Orange, State of California, and is described as follows:

**PARCEL A:**

THE EAST 426.38 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF WESTMINSTER, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER NORTH 89° 22' 12" EAST 1317.94 FEET TO THE EASTERLY LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID EASTERLY LINE SOUTH 00° 33' 03" EAST 413.11 FEET TO THE NORTHERLY LINE OF THE SOUTH 15 ACRES OF THE NORTH 27.5 ACRES OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 22' 12" WEST 1318.16 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WESTERLY LINE NORTH 00° 31' 03" WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTH 30.0 FEET THEREOF, LYING WITHIN THE LINES OF 13TH STREET, AND THE WESTERLY 228.00 FEET THEREOF.

**PARCEL B:**

A NON-EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL A ABOVE, FOR INGRESS, EGRESS AND WITH THE RIGHT TO PAVE OVER THE LAND AS SET FORTH IN THE "EASEMENT DEED" RECORDED FEBRUARY 24, 1994 AS INSTRUMENT NO. 94-134481 OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 22.00 FEET OF THE NORTH 391.11 FEET OF THAT PORTION OF THE WEST 20.00 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, CITY OF WESTMINSTER, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF THE LAND DESCRIBED AS PARCEL NO. 3 IN THE FINAL ORDER OF CONDEMNATION RECORDED MARCH 29, 1956, IN BOOK 3454, PAGE 515 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPT THAT PORTION THEREOF LYING WITHIN THAT CERTAIN LAND DESCRIBED AS PARCEL NO. 2 IN A DEED TO THE CITY OF WESTMINSTER RECORDED JULY 28, 1966 IN BOOK 8002, PAGE 448 OF SAID OFFICIAL RECORDS.

APN: 097-090-50 AND 988-01-75