RECORDED AT REQUEST OF, AND
WHEN RECORDED, RETURN TO:

West 19th Housing Partners LP
c/o Jamboree Housing Corporation
17701 Cowan Avenue, Suite 200
Irvine, CA 92614

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS, PARKING AND DRAINAGE EASEMENTS AGREEMENT

THIS ACCESS, PARKING AND DRAINAGE EASEMENTS AGREEMENT (this *"**Agreement**"*) is dated for reference purposes only as of _____, 2026 (the "***Effective Date***"), by and between THE CITY OF COSTA MESA, a California municipal corporation (the "***City***"), and WEST 19TH HOUSING PARTNERS LP, a California limited partnership ("***Developer***"). The City and Developer are each referred to as a "***Party***" and collectively as the "***Parties***."

R E C I T A L S

A. The City is the owner of certain real property interests situated in the City of Costa Mesa, County of Orange, State of California, described on Exhibit "A" attached hereto (the "***City Property***"). The City Property is improved with the Costa Mesa Senior Center.

B. The City is also the owner of, and will be leasing to Developer a leasehold interest in, that certain real property adjacent to the City Property, situated in the City of Costa Mesa, County of Orange, State of California, described on Exhibit "B" attached hereto (the "***Developer Property***").

C. Developer intends to construct on the Developer Property a 70-unit multifamily affordable housing residential rental development over a portion of the Costa Mesa Senior Center's existing parking lot ("***Project***"). The Parties will enter into a separate agreement for temporary easements as appropriate and necessary for the period in which the Project is being constructed.

D. The City and Developer now desire to enter into an agreement providing for non-exclusive easements for the mutual benefit of both the City Property and the Developer Property.

A G R E E M E N T

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Grant of Access and Parking Easements.

a. City retains for itself, and Developer hereby grants to the City, for the benefit of the public, including guests, invitees, vendors, employees, and service personnel of the Costa Mesa Senior Center (collectively, "***City/CMSC Easement Users***"), a perpetual, nonexclusive access easement over the driveway, drive aisles and pedestrian walkways to be constructed on the Developer Property as part of the Project, as depicted on Exhibit "C" attached hereto (the "***City/CMSCAccess Easement Area***") for vehicular and pedestrian ingress and egress between the public rights-of-way known as Plumer Street and W. 19th Street and the City Property, and for purposes of accessing the Costa Mesa Senior Center (the "***City/CMSC Access Easement***").

b. City hereby grants to Developer, for the benefit of Developer and Developer's tenants, residents, guests, invitees, vendors, employees, agents, contractors, and service personnel (collectively, "***Affordable Housing Users***"), a perpetual, nonexclusive access easement (the "***Affordable Housing Access Easement***") over the following portions of the City Property: (i) the walkway, ADA-accessible ramp, stairs, and handrails located adjacent to the main entrance to the Project's community room, which are designated on Exhibit "C" attached hereto as "RAMP / WALKWAY / STAIRS," and (ii) the concrete walkway connecting the Developer Property to the public sidewalk along W. 19th Street, which is designated on Exhibit "C" as "CONC. WALKWAY" (which improvements are collectively referred to hereinafter as the "***Improvements***"), and which areas that include the Improvements are hereinafter referred to as the "***Affordable Housing Access Easement Area***"). The Affordable Housing Access Easement includes the continued existence, use, maintenance, and repair of the Improvements and pedestrian ingress and egress to and from the Developer Property over and across the Affordable Housing Access Easement Area

c. Developer hereby grants to the City, for the benefit of the City/CMSC Easement Users, a perpetual, nonexclusive easement over the sixty-six (66) surface parking spaces located on the Developer Property, all of which are designated for unassigned/guest parking for the Costa Mesa Senior Center, as shown on Exhibit "D" attached hereto and numbered 01, 02, and 07 through 74 (the "***City/CMSC Surface Parking Spaces Easement Area***") for vehicular parking (the "***City/CMSC Surface Parking Spaces Easement***").

d. Developer hereby grants to the City, for the benefit of the guests, invitees, vendors, employees, and service personnel of the Costa Mesa Senior Center (collectively, the "***CMSC Users***"), a perpetual nonexclusive easement over the eighteen (18) parking spaces located on the ground floor of the Project's parking garage that are designated for the Costa Mesa Senior Center, as shown on Exhibit "D" and numbered SC 01 through SC 18 (the "***CMSC Garage Parking Spaces Easement Area***") for vehicular parking (the "***CMSC Garage Parking Spaces Easement***"). Each of the City/CMSC Surface Parking Spaces Easement and CMSC Garage Parking Spaces Easement shall include the right of pedestrian (including use of bicycles and other human mobility devices) and vehicular ingress and egress over and across the Developer Property to and from each of the City/CMSC Surface Parking Spaces Easement Area and the CMSC Garage Parking Spaces Easement Area, adjacent walkways, streets and to/from the Costa Mesa Senior Center.

The foregoing easements are subject to the following requirements and restrictions: (a) The CMSC Users may exercise their rights within the CMSC Garage Parking Spaces Easement Area only from

7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, and no CMSC User shall park or permit any vehicle to remain within the CMSC Garage Parking Spaces Easement Area outside of those hours, including overnight; (b) no Affordable Housing Users shall have any rights to use or park in the City/CMSC Surface Parking Spaces Easement Area, other than for pedestrian, bicycle or mobility devices ingress and egress; (c) No City/CMSC Easement Users may park or permit any vehicle to remain in the City/CMSC Surface Parking Spaces Easement Area overnight, between the hours of 12:00 a.m. to 6:00 a.m., or such other period as the City shall cause to be posted at the entrances to the Costa Mesa Senior Center or elsewhere within the City/CMSC Surface Parking Spaces Easement Area; (d) the parking spaces within the CMSC Garage Parking Spaces Easement Area are reserved exclusively for use by CMSC Users during the hours of 7:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, but may be used by Affordable Housing Users outside such hours (collectively, the "***Parking Restrictions***"). The City shall be solely responsible for enforcing the Parking Restrictions with respect to the City/CMSC Surface Parking Spaces Easements Area. If the City fails to enforce any such Parking Restrictions, Developer may notify the City of such failure and, if the City does not take appropriate action, Developer may enforce such Parking Restriction in accordance with the notice, timing, and enforcement procedures set forth in the Parking Management Plan.

Notwithstanding anything to the contrary in this Agreement, Developer shall have the right to (x) install gates or other access-control improvements on the Developer Property restricting access to the CMSC Garage Parking Spaces Easement Area before 7:00 a.m. or after 5:00 p.m. Pacific Time, Monday through Friday, and all day on Saturdays, Sundays, or holidays when the Costa Mesa Senior Center is closed; and (y) cause any vehicle parked in the CMSC Garage Parking Spaces Easement Area in violation of this Agreement to be towed. Use of the CMSC Garage Parking Spaces Easement for special events outside the hours of 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday may be permitted in accordance with the Parking Management Plan and upon at least seventy-two (72) hours' prior notice to Developer from the City.

e. Developer hereby grants to the City a perpetual, nonexclusive easement over the Developer Property for cross-lot drainage over and across the Developer Property, including the drainage of water runoff from the ADA parking spaces and concrete walkway on the City Property over and across the Developer Property and use of the storm drain and storm drain pipes identified on Exhibit "C" (the "***Drainage Easement***," and together with the City/CMSC Access Easement, the Affordable Housing Access Easement, the City/CMSC Surface Parking Spaces Easement, and the CMSC Garage Parking Spaces Easement, collectively, the "***Easements***").

2. Term. Notwithstanding anything to the contrary herein, the Easements and all rights and obligations associated therewith shall not become effective until the City's issuance of a final certificate of occupancy for the Project (the "***Easements Commencement Date***"), and neither Party shall have any liability or obligations under this Agreement before such issuance. The duration of this Agreement and the Easements granted herein (the "***Term***") shall be perpetual, unless the Party to whom the easement is granted (the "***Grantee***") provides written, recordable notice of the Grantee's intent to terminate this Agreement and the applicable easement, in which event this Agreement, the applicable easement, and all obligations of the Grantee hereunder with respect to such easement shall terminate upon Grantee's recordation of any such notice.

3. Indemnity. Each Party shall indemnify, defend, and hold harmless the other Party and its respective tenants, residents, guests, invitees, vendors, employees, agents, contractors, and

service personnel from and against any and all claims, losses, damages, and expenses (collectively, "***Losses***") arising from or in any way connected to the use of the Easements by the indemnifying Party and its tenants, residents, guests, invitees, vendors, employees, agents, contractors, and service personnel; provided, however, the foregoing indemnification obligations shall not apply to the extent any Losses are caused by acts or omissions attributable to the gross negligence, willful misconduct or breach of this Agreement by the Party seeking the indemnity provided for in this Section 3 or its employees, agents, contractors, invitees, residents and guests. This Section 3 shall survive termination of this Agreement.

4. Maintenance of Easement Area. Each Party shall not obstruct in any manner any portion of the Easements which will in any way impair its continuous and uninterrupted use for the purposes set forth in this Agreement. However, subject to the terms of the Parking Management Plan, either Party may temporarily close or restrict access to any portion of an easement located on its property to the extent reasonably necessary for maintenance, repairs, construction, emergencies, or compliance with applicable law; provided that such Party shall give the other Party reasonable prior notice when practicable, use commercially reasonable efforts to minimize the duration and extent of the closure or restriction, and provide reasonably equivalent alternative access, if available. Developer shall cause the Affordable Housing Users, and the City shall cause the City/CMSC Easement Users, to keep all parking spaces subject to the City/CMSC Surface Parking Spaces Easement and the CMSC Garage Parking Spaces Easement free and clear of any obstructions. The easement areas located on the Developer Property, and the Improvements, shall be maintained, repaired, and replaced by Developer in accordance with all applicable federal, state and local laws at its sole cost and expense.

5. Parking Management Plan**.** Except as expressly set forth in this Agreement, all matters relating to the use, operation, management, allocation, and enforcement of parking on the Developer Property, the City/CMSC Surface Parking Spaces Easement, and the CMSC Garage Parking Spaces Easement, including any rules and regulations governing such matters and the process for adopting such rules and regulations, shall be governed by the Parking Management Plan approved by the City and Developer for the Project, as the same may be administratively amended from time to time in accordance with applicable requirements (the "***Parking Management Plan***").

6. Covenants Running with the Land. The rights and obligations of the Parties hereunder shall constitute covenants, benefits and burdens which run with the land of the City Property and Developer Property and which shall be binding upon, and inure to the benefit of, the successors and assigns of the City and Developer. Each Party shall cause its successors to assume the obligations herein.

7. Insurance. Each Party shall procure and maintain, through insurance, self-insurance or other comparable risk-management program, (a) general and/or comprehensive public liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 3), death or property damage with coverage of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate and (b) automobile liability insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit covering either "any auto" or all "owned, non-owned and hired vehicles". Each such policy shall name the other Party as additional insureds thereunder. Each policy shall be endorsed to state that it (i) is primary and that any insurance available to the

additional insureds shall be excess and not contributory and (ii) shall not be canceled without thirty (30) days' written notice (ten (10) days for nonpayment of premium) to the other Party. Prior to the effectiveness of this Agreement and prior to the termination or lapse of any insurance maintained during the term of this Agreement, each Party shall provide the other, to the extent applicable, with a certificate of insurance from the insurer or other evidence demonstrating that all of the insurance required herein is in place. Insurance is to be placed with insurers with a current AM Best's rating of no less than A: VII. The coverage limits set forth in this Section 7 shall automatically increase on each fifth (5th) anniversary of the Easements Commencement Date so that such limits equal the original coverage limits stated herein, increased by the cumulative percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles–Long Beach–Anaheim, published by the United States Department of Labor, Bureau of Labor Statistics, based on the most recently published index available as of such anniversary compared to the most recently published index available as of the Easements Commencement Date. Following each adjustment to the coverage limits, each Party shall, upon request, provide the other Party with an updated certificate of insurance or other evidence demonstrating compliance with the adjusted coverage limits.

8. Liens. Each Party covenants and agrees to keep the other Party's property free of any liens, including, without limitation, liens by tenants, residents, guests, invitees, vendors, employees, agents, contractors, and service personnel. If any such lien is filed against the City Property or the Developer Property, the applicable Party will, at its sole cost and expense, cause the lien to be released and discharged of record in a manner satisfactory to the other Party promptly after it learns of such lien, and in any event no later than twenty (20) business days after receiving notice of the lien. If a Party fails to remove the lien within such twenty (20) business day period, the other Party will have the right, but not the obligation, to remove the lien or bond over it, and the non-removing Party will, upon demand, reimburse the other Party for all reasonable costs and expenses incurred in connection with such removal or bonding, including, without limitation, reasonable attorneys' fees. The terms of this Section 8 will survive any termination of any easement or other right granted hereunder.

9. Default and Remedies. In the event of any breach of this Agreement by a Party, the nonbreaching Party may give the breaching Party written notice describing the breach in reasonable detail and thirty (30) days in which to cure, or such longer period as may be reasonably necessary so long as the breaching Party commences such cure within such thirty (30) day period and thereafter diligently pursues completion of such cure. Should the breaching Party fail to cure such breach within the applicable cure period, the nonbreaching Party may pursue all rights and remedies available at law or in equity.

10. Notices. All written notices required to be given pursuant to the terms hereof shall be sent by (a) personal delivery, (b) a nationally recognized overnight courier service, or (c) United States first class mail, registered or certified return receipt requested and postage prepaid as expressly provided herein. All notices shall be addressed as follows:

To the City: City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626
Attention: City Manager

To Developer: West 19th Housing Partners LP
c/o Jamboree Housing Corporation
17701 Cowan Ave, Suite 200
Irvine, CA 92614
Attention: Asset Management

The foregoing addresses may be changed by written notice. All notices shall be deemed received upon receipt or the date indicated on any return receipt or other receipt of delivery.

11. Attorneys' Fees. If an action is commenced to enforce or interpret any provision of this Agreement, the prevailing party, as determined by a final court judgment, shall be entitled to recover from the other party such reasonable attorneys' fees and costs incurred in the action as the court may award, including, without limitation, expert witness fees.

12. Lender Protection. A breach of any of the terms, covenants, conditions or restrictions of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but each such term, condition, covenant or restriction shall be binding upon and effective against any person who acquires title to any interest in the Developer Property or the City Property by foreclosure, trustee's sale or otherwise.

13. Estoppel Certificates. Each Party upon the written request (which may not be more frequent than two (2) times during any calendar year), shall issue to a prospective mortgagee or successor of such Party, within fifteen (15) business days of receipt of any such request, an estoppel certificate stating (i) whether the Party to whom the request has been directed knows of any default by the requesting Party under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether there are any amounts owing under this Agreement by the requesting Party to the Party delivering the estoppel certificate; (iii) whether this Agreement has been modified or amended in any way by such Party, except as may be of record; and (iv) that to the Party's knowledge, this Agreement as of that date is in full force and effect. An estoppel certificate shall bind the issuing Party in favor of any bona fide encumbrancer or purchaser for value that lacks knowledge of contrary facts and reasonably relies on the certificate. If a Party fails to provide a requested estoppel certificate within the required period, the statements set forth in clauses (i) through (iv) above shall be deemed confirmed by such Party as of the date of the request.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Orange.

15. Exhibits. All exhibits attached and referred to in this Agreement are hereby incorporated herein as though fully set forth herein and shall be deemed to be a part of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement among the Parties respecting the matters set forth herein, and supersedes all prior agreements among the Parties respecting such matters.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

[signatures follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

THE CITY:

THE CITY OF COSTA MESA,
a California municipal corporation

By:_____
Name:_____
Title: _____

DEVELOPER:

WEST 19TH HOUSING PARTNERS LP,
a California limited partnership

By: JHC-West 19th LLC,
a California limited liability company
its Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit
public benefit corporation,
its Manager

By: _____
Michael Massie, Executive Vice President and Chief Development 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 _____)

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)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CITY PROPERTY

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

PARCEL 1 OF PARCEL MAP NO. 2023-160, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK _____, PAGES _____ OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN OR UNDER ALL OF THE ABOVE DESCRIBED LAND; HOWEVER, NO RIGHT IS RESERVED TO ENTER ON THE SURFACE OF SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR OR EXTRACTING OIL, GAS AND MINERALS, AS RESERVED IN THE DEEDS FROM ELIZABETH W. FARRAR AND OTHERS, RECORDED AUGUST 11, 1953 IN BOOK 2553, PAGES 624 AND 628, AND BOOK 2554, PAGES 8 AND 10, ALL OF OFFICIAL RECORDS.

APN: 424-211-01 (referenced for informational purposes only)

EXHIBIT "B"

LEGAL DESCRIPTION OF THE DEVELOPER PROPERTY

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

PARCEL 2 OF PARCEL MAP NO. 2023-160, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK _____, PAGES _____ OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN OR UNDER ALL OF THE ABOVE DESCRIBED LAND; HOWEVER, NO RIGHT IS RESERVED TO ENTER ON THE SURFACE OF SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR OR EXTRACTING OIL, GAS AND MINERALS, AS RESERVED IN THE DEEDS FROM ELIZABETH W. FARRAR AND OTHERS, RECORDED AUGUST 11, 1953 IN BOOK 2553, PAGES 624 AND 628, AND BOOK 2554, PAGES 8 AND 10, ALL OF OFFICIAL RECORDS.

APN: 424-211-01 (referenced for informational purposes only)

EXHIBIT "C"

DEPICTION OF THE ACCESS EASEMENT AREAS

{attached}

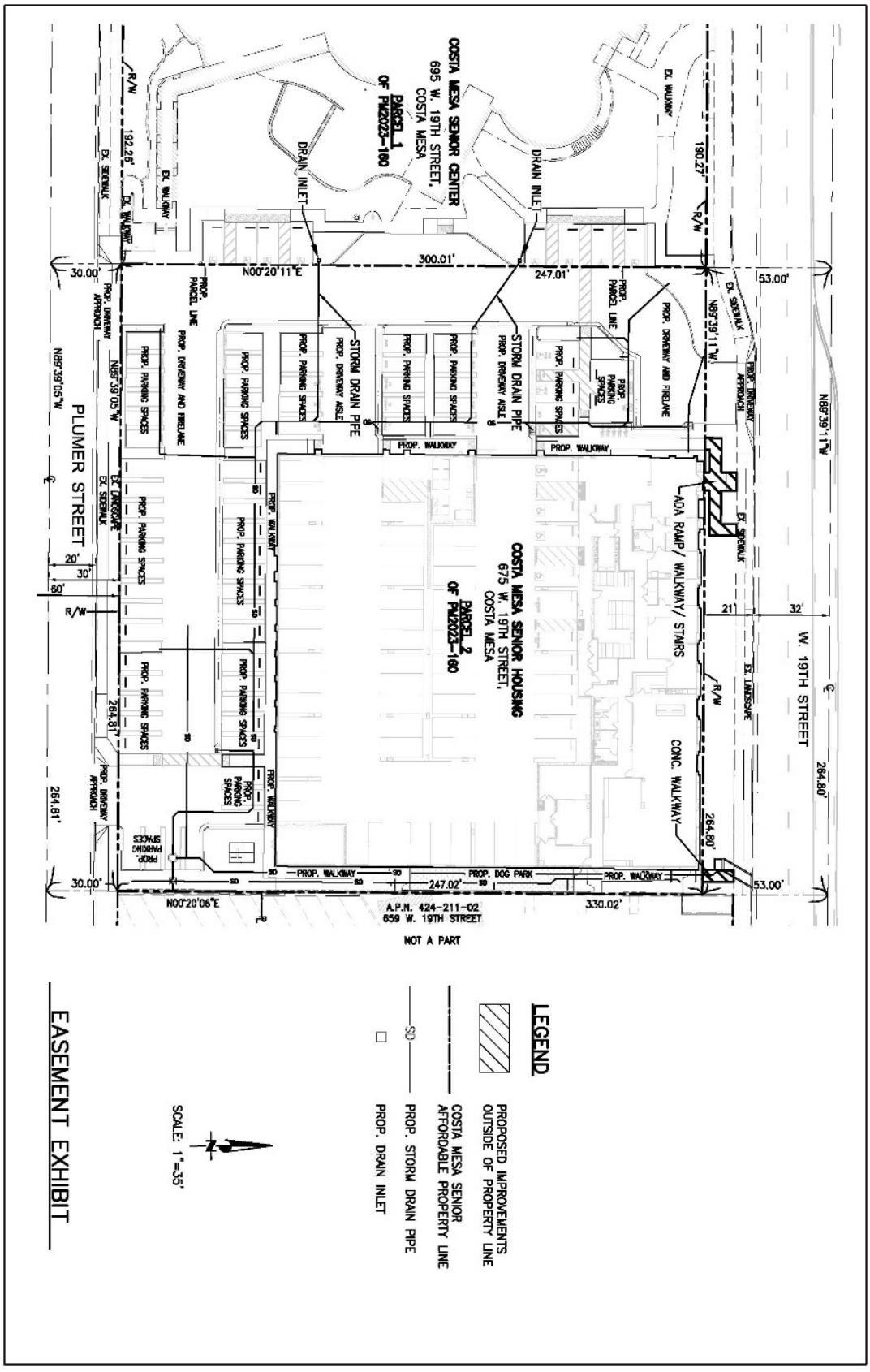

COSTA MESA SENIOR CENTER
695 W. 19TH STREET,
COSTA MESA
PARCEL 1
OF PM2023-160
COSTA MESA SENIOR HOUSING
675 W. 19TH STREET,
COSTA MESA
PARCEL 2
OF PM2023-160
PLUMER STREET
W. 19TH STREET
DRAIN INLET
STORM DRAIN PIPE
PROP. PARKING SPACES
PROP. WALKWAY
PROP. DOG PARK
ADA RAMP/ WALKWAY/ STAIRS
CONC. WALKWAY
EX. SIDEWALK
EX. WALKWAY
EX. LANDSCAPE
PROP. DRIVEWAY AND FIRELANE
PROP. DRIVEWAY APPROACH
PROP. PARCEL LINE
N89°39'11"W
N00°20'11"E
N89°39'05"W
N00°20'06"E
190.27'
192.26'
300.01'
247.01'
247.02'
330.02'
264.81'
264.80'
30.00'
53.00'
20'
30'
60'
21'
32'
R/W
A.P.N. 424-211-02
659 W. 19TH STREET
NOT A PART
LEGEND
PROPOSED IMPROVEMENTS OUTSIDE OF PROPERTY LINE
COSTA MESA SENIOR AFFORDABLE PROPERTY LINE
PROP. STORM DRAIN PIPE
PROP. DRAIN INLET
SCALE: 1"=35'
EASEMENT EXHIBIT

EXHIBIT "D"

DEPICTION OF THE PARKING SPACES EASEMENT AREA

{attached}

COSTA MESA SENIORS PARKING					
	PARKING	SPACE NUMBERS	TOTAL SPACES	SINGLE ACCESSIBLE SPACES (9' x 18' MN.)	VAN ACCESSIBLE SPACES (9'+8' ACCESS x 18' MIN.)
PARKING GARAGE	RESIDENT (ASSIGNED) PARKING	R 01 - R 40	40	1	1
	SENIOR CENTER PARKING DURING M-F 8AM - 4PM	SC 01 - SC 18	18	1	1
SURFACE PARKING	UNASSIGNED/ GUEST PARKING	01 - 74	74	9	1
	USPS PARKING SPOT	USPS 01	1		
	TOTAL PROPOSED PARKING SPACES		133		

LEGEND	
	CMSC ACCESS EASEMENT AREA

