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8 CITY OF HUNTINGTON BEACH

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11
12 **CITIZEN'S ASSOCIATION OF SUNSET**
13 **BEACH,**

14 **Petitioner and Plaintiff,**

15 **v.**

16 **ORANGE COUNTY LOCAL AGENCY**
17 **FORMATION COMMISSION, a governmental**
18 **entity; the CITY OF HUNTINGTON BEACH, a**
19 **municipal corporation; and DOES 1 through 50,**
20 **inclusive,**

21 **Respondents and Defendants.**

CASE NO.: 30-2010-431832

[Unlimited Jurisdiction]

DECLARATION OF JOAN FLYNN IN
SUPPORT OF RESPONDENT CITY OF
HUNTINGTON BEACH'S
MEMORANDUM OF POINTS AND
AUTHORITIES IN OPPOSITION TO
APPLICATION FOR PRELIMINARY
INJUNCTION

Hearing Date: Jan. 19, 2010

Time: 1:30 p.m.

Dept.: C31

Judge: Hon. Frederick P. Horn

Complaint Filed: December 9, 2010

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Case No. 30-2010-431832

DECLARATION OF JOAN FLYNN
IN OPPOSITION TO APPLICATION FOR PRELIMINARY INJUNCTION

100485.1

Colantuono & Levin, PC
300 S. Grand Avenue, Suite 2700
Los Angeles, CA 90071

DECLARATION OF JOAN FLYNN

I, Joan Flynn, declare:

1. I am the City Clerk for the City of Huntington Beach. I have held this position since June 1, 2004. I have personal knowledge of the facts set forth in this declaration and could and would competently testify thereto if called as a witness.

2. As the City Clerk, I am the duly authorized custodian of records for the legislative actions of the City Council for the City of Huntington Beach and have the authority to authenticate and certify such records.

3. Attached hereto as **Exhibit 1** is a true and correct copy of the MOU between the City and the Sunset Beach Community Association as executed by the City on or about November 15, 2010.

4. Attached hereto as **Exhibit 2** is a true and correct copy of the City's Resolution 2010-100.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of January, at Huntington Beach, California.

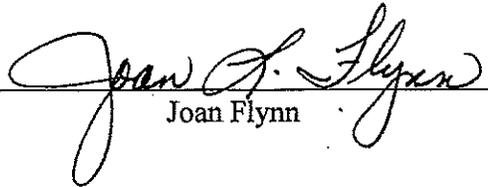

Joan Flynn

Exhibit #1

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HUNTINGTON BEACH
AND
SUNSET BEACH COMMUNITY ASSOCIATION**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California ("CITY") and SUNSET BEACH COMMUNITY ASSOCIATION, a California non-profit public benefit corporation ("SBCA"), by and through its officers and directors.

RECITALS

This MOU is made with reference to the following facts:

1. Pursuant to action taken by the Local Agency Formation Commission of Orange County ("LAFCO"), unincorporated land within the County of Orange ("COUNTY") north of the CITY limits, known as Sunset Beach, is proposed to be annexed to the CITY (the "Annexation"), pending submission by CITY of an annexation application and LAFCO proceedings taken thereon. The Annexation area, including its residents, property owners and business owners, shall be known as the "Sunset Beach Community," and
2. CITY and LAFCO propose to conduct the Annexation pursuant to Government Code §56375.3 (the "island annexation" provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code §§56000 *et seq.*) without a vote or the right of protest by the citizens of the Sunset Beach Community; and
3. CITY has met with representatives of SBCA to discuss the terms under which the Annexation will take place, including certain terms of a proposed Sunset Beach Specific Plan ("Specific Plan"), and to address concerns of the Sunset Beach Community regarding the Annexation; and
4. CITY and SBCA recognize and agree that there are differences between the CITY and the Annexation area, including historic Sunset Beach Community identity and character, and geographical differences which arise from the fact that the Sunset Beach Community has developed and exists on and immediately adjacent to the beach, while the CITY has developed across from and separated by the Pacific Coast Highway, which distinguish the Sunset Beach Community from the CITY, and which should be encouraged and perpetuated; and
5. CITY and SBCA desire to enter into this MOU agreement to clarify the future respective obligations of CITY and SBCA during and following the Annexation process, such that the goals of the parties will be attained.

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth and intending to be legally bound thereby, the parties covenant and agree as follows:

AGREEMENT

I. OBLIGATIONS OF THE PARTIES

A. CITY Obligations

1. Sunset Beach Identity. CITY shall maintain the identity of the Sunset Beach Community by using the name "Sunset Beach" on prominently positioned signage at the Sunset Beach entryways, mapping, public documents, the Sunset Beach Specific Plan, and in the Local Coastal Program ("LCP") Land Use Plan for Sunset Beach. Any existing signage will remain substantially as it is at the time of Annexation and shall be maintained by the CITY following the Annexation; and any future monument signage at community entryways will clearly identify the area as Sunset Beach.

2. Addresses and Mail Delivery. Except as set forth below, CITY shall maintain all current street names and addresses in the Sunset Beach Community, and CITY shall actively support the retention of the Sunset Beach zip code and postal delivery and designation for Sunset Beach in place prior to the Annexation.

3. Recognition of Legal Non-Conforming Structures and Uses. CITY shall recognize and approve existing legal non-conforming structures and uses in the Sunset Beach Community, which were permitted and approved by the COUNTY prior to the Annexation. Such uses may be altered, expanded and reconstructed pursuant to the City of Huntington Beach Sunset Beach Specific Plan.

4. 1990 Local Coastal Program ("LCP") Specific Plan Goals, Policies and Standards. Except as set forth below, the CITY shall adopt and maintain the goals, policies and standards of the existing 1990 Sunset Beach Local Coastal Program Specific Plan (the "LCP") for the Sunset Beach Community, as modified with changes discussed and mutually approved in writing by the CITY and the SBCA Transition Committee prior to the submission of CITY's Annexation application to LAFCO.

5. Sunset Beach LCP, Sunset Beach Specific Plan and Municipal Code Amendment. CITY agrees, within thirty (30) days following submission of CITY's Annexation application to LAFCO, to initiate the following actions, which shall be completed within a reasonable time but not later than one hundred and eighty (180) days following completion of the Annexation:

a. LCP Advisory Board. Amendment of the City of Huntington Beach Municipal Code ("Municipal Code") to retain the Sunset Beach LCP Advisory Board ("Advisory Board") and associated duties. The Advisory Board shall consist of Sunset Beach business owners, property owners and/or residents.

b. Greenbelt/Parking Area. Amendment of the Sunset Beach Specific Plan and LCP to provide for retention of the public land use designation for the greenbelt/parking area in the configuration and as it exists on the effective date of this MOU, and

identification of the area as an open space feature for use consistent with that in effect at the time of Annexation, in the CITY's General Plan Recreation and Community Services Elements, the Municipal Code and the LCP Land Use Plan designation of green space, tot lots, and walking paths.

c. **Waterway and Beach Encroachments.** Amendment of the Municipal Code as appropriate to recognize the LCP regulations for encroachments for waterways and the beach.

d. **Sunset Beach Parking.** Amendment of the Municipal Code to adopt and enforce a parking and parking permit policy for Sunset Beach, in substantially the same form and content as the existing COUNTY regulations, including provisions for signage, permits and regulations for parking in the right of way in front of garages. The parking permit fees shall remain at the same level as they are on the effective date of this MOU, for a period of at least five (5) years.

e. **Business Regulations.** Amendment of the Municipal Code to prohibit the establishment of marijuana dispensary related businesses, methadone related businesses, and drug and alcohol rehabilitation related businesses in Sunset Beach.

f. **Priority Use of Sunset Beach Greenbelt/Linear Park Facilities.** CITY shall adopt regulations which give preference in the use of Sunset Beach Greenbelt/Linear Park facilities to the activities of Established Sunset Beach Non-Profit Groups, including, but not limited to, SBCA, Las Damas and the Sunset Beach Women's Club. Permits for use may be required, but any municipal fees for such use shall be waived for Established Sunset Beach Non-Profit Groups. For purposes of this MOU, "Established Sunset Beach Non-Profit Groups" shall be limited to those non-profit associations or groups that have, as of the effective date of this MOU, designated Sunset Beach as their principal place of business or organization.

g. **Beach Hours and Use.** CITY agrees to maintain Sunset Beach hours of 6:00 a.m. to 10:00 p.m., seven (7) days a week; restricted use similar to that in effect for Sunset Beach at the time of Annexation, and parking in the Warner public parking lot hours of 7:00 a.m. to 10:00 p.m., seven (7) days a week.

h. **Short Term Rentals.** CITY shall allow short term rentals in the Sunset Beach Community subject to a conditional use permit and coastal development permit as applicable.

6. LAFCO Annexation Proceedings and Conditions of Annexation. CITY shall, pursuant to the Annexation Agreement between CITY and COUNTY, confirm that the Pacific Coast Highway Southern California Edison ("Edison") Rule 20A Underground Utilities funds will remain under COUNTY jurisdiction, and that COUNTY shall fund and implement the engineering study for the Bayview/Park Avenue Underground Utilities Plan.

7. Completion of Road Work Initiated By COUNTY Prior to Annexation. CITY shall, in the Annexation Agreement between CITY and COUNTY, confirm that street and

alley repaving projects in the Sunset Beach Community, currently designated and funded by the COUNTY through its Capital Improvement Program are timely completed by COUNTY.

8. Fire Station No. 3. CITY agrees should the Fire Station in the future come under CITY ownership and/or control preference in use of the Fire Station shall be given to Sunset Beach Community groups, activities and residents in according to the rules and regulations recommended by the SBCA for adoption by the CITY.

9. Beach Programs. Recognizing the direct intrusion and invasion of privacy such programs create to the residents of Sunset Beach, CITY agrees not to permit junior lifeguard, surf camp or similar beach programs on Sunset Beach, and shall not extend or enter into an new agreement for any existing Junior Lifeguard Program on Sunset Beach.

10. Prioritization of Sunset Beach Capital Projects and Improvements. CITY shall, with the assistance of the SBCA, prioritize a listing of Sunset Beach Community capital projects, as part of CITY's Capital Improvement Program. CITY shall also actively pursue grant funding opportunities for bridge repair and drainage improvements, such as repair of the Broadway Bridge and resolution of flooding problems on Park/PCH, Bayview Drive, 14th Street and 15th Street, planting of the medians along the Pacific Coast Highway through Sunset Beach, and other capital improvement needs as determined and recommended by the SBCA.

11. CITY Committee. CITY shall formalize and maintain in effect the Sunset Beach Area Council Commission ("SBACC") as a standing committee of the City Council to meet regularly with the SBCA and the Sunset Beach Community to discuss issues affecting Sunset Beach, including, but not limited to, the following:

- a. Any proposed changes to Sunset Beach Community identity signage, street names, postal designation or addresses;
- b. Any proposed zone change or amendment to the CITY's General Plan and Municipal Code affecting Sunset Beach, the Sunset Beach Specific Plan or the LCP for Sunset Beach;
- c. On an annual basis, make recommendations to the City Council for prioritization and funding of capital projects to benefit the Sunset Beach Community; and
- d. Any proposed change in municipal services to the Sunset Beach Community, including, without limitation, local sewer service, cable service, and solid waste hauling service.

The meetings of the SBACC shall be subject to the provisions of the Brown Act (Government Code §§54950 *et seq.*).

12. Annexation/Acquisition of Sunset Beach Sanitary District. CITY agrees to recognize the Sunset Beach Sanitary District as the local sewer provider for the Sunset Beach

Community, and that for a period of at least fifty (50) years CITY shall not initiate annexation and/or acquisition of the Sunset Beach Sanitary District, unless agreed to by the parties.

B. SBCA Obligations

1. SBCA shall, through its officers and directors, offer support to the CITY at any LAFCO proceedings in furtherance of the Annexation.

2. SBCA shall, through its officers and directors, be included in the CITY's negotiations with the COUNTY, the California Coastal Commission and the LAFCO, in support of implementation of the terms of this Agreement.

3. SBCA shall, through its officers and directors, assist CITY with the facilitation of a smooth transition during the Annexation process.

4. To the extent CITY is in compliance with all terms and conditions of this MOU, SBCA will not initiate, promote, or assist with any litigation against the LAFCO or the CITY challenging the validity of the Annexation.

II. GENERAL PROVISIONS

A. Assignment. Neither party shall encumber, assign, or otherwise transfer this MOU, or any right or interest in this MOU, without the express written consent of the other party. A consent by a party to one assignment or transfer to another person shall not be deemed to be a consent to any subsequent assignment or transfer to another person. Any encumbrance, assignment or transfer without the prior written consent of the other party, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the other party, terminate this MOU.

B. Successors and Assigns. All the terms, covenants and conditions of this MOU shall inure to the benefit of and be binding upon the parties and their successors and assigns. The terms, covenants and conditions of this MOU shall be binding on the officers and directors of SBCA in the performance of their corporate duties, and not as individuals. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

C. Conflict of Interest. SBCA shall employ no CITY official nor any regular CITY employee in the work to be performed pursuant to this MOU. No officer or employee of CITY shall have any financial interest in this MOU in violation of any applicable provisions of State Law, including particularly the Political Reform Act (Government Code §§87000 *et seq.*; and 2 Cal. Code of Regs. §§18700 *et seq.*).

D. Cumulative Remedies. The remedies given to the parties in this MOU shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this MOU.

E. **Waiver of Breach.** The waiver by one party of any breach by the other party of any of the provisions of this MOU, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such breach or a waiver of any subsequent breach either of the same or another provision of this MOU.

F. **Force Majeure – Unavoidable Delay.** Should the performance of any act required by this MOU to be performed by either CITY or SBCA be prevented or delayed by reason of an act of God, strike, lockout, labor dispute, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance shall be extended, but not released, for an equivalent term of the unavoidable delay.

G. **Ability to Perform.** Each party represents and warrants to the other party that it has the ability to carry out the obligations assumed and promised hereunder, and is not presently aware of any pending event or legal constraint which would, or could, hamper, hinder, delay or prevent its timely performance of such obligations.

H. **Further Acts and Amendments.** Each party to this MOU agrees to perform all further acts and execute all further documents necessary to carry out the intent and purposes of this MOU.

I. **Notice.** Any written notice given under the terms of this MOU shall be either delivered personally or mailed certified mail, postage prepaid, addressed to the party concerned, as follows:

CITY:

City of Huntington Beach
2000 Main Street
P.O. Box 190
Huntington Beach, CA 92648

SBCA:

Sunset Beach Community Association
P.O. Box 215
Sunset Beach, CA 90742

If a party desires to change the address for notice set forth herein, said party will provide 30 days' advance written notice to the other party of any such change.

J. **Attorneys' Fees.** In the event of any litigation to enforce the terms and provisions of this MOU, each party shall bear its own costs and attorneys' fees, and the prevailing party shall not be entitled to an award of attorneys' fees against the non-prevailing party unless the court determines as a matter of law that the prevailing party is entitled to an award of attorneys' fees pursuant to the provisions of Code of Civil Procedure §1021.5 or other equitable benefit attorneys' fees provision.

K. **Controlling Law and Venue.** The rights and liabilities of the parties, and the interpretation and construction of this MOU, shall be determined in accordance with the laws of the State of California. Any controversy arising out of or under this MOU, if litigated, shall be adjudicated in a court of competent jurisdiction in Orange County, California.

L. **Section Headings.** The captions, subject, section and paragraph headings in the MOU are included for convenience and reference only. They do not form a part hereof, and do not in any way modify, interpret or reflect the intent of the parties. Said headings shall not be used to construe, limit or interpret any provision of this MOU.

M. **Time of the Essence.** Time is of the essence with respect to all provisions of this MOU in which a definite time for performance is specified, including, but not limited to, the expiration of this MOU.

N. **Non-Liability of City Officials, Employees and Agents.** No elective or appointed CITY or CITY affiliated board, commission or member thereof, or officer, employee or agent of CITY shall be personally liable to SBCA, its successors and assigns, for any default or breach by CITY under this MOU, or for any amount which may become due to SBCA, its successors and assigns, under this MOU or for any obligation of CITY under this MOU.

O. **Non-Liability of SBCA Officers or Directors.** No officer or director of SBCA shall be personally liable to the CITY, its successors and assigns, for any default or breach by SBCA under this MOU, or for any amount which may become due to CITY, its successors and assigns, under this MOU or for any obligation of SBCA under this MOU.

P. **Entire Agreement.** This MOU contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any other agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by CITY and SBCA or their successors in interest.

Q. **Severability.** Each provision of this MOU is separate, distinct, and severable from the others. If any provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall remain in full force and effect, unimpaired by the holding, so long as the reasonable expectations of the parties hereto are not materially impaired.

R. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed one and the same instrument.

S. **Effective Date.** The effective date of this MOU is the last date upon which it is executed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their authorized representatives, on NOVEMBER 15, 2010.

SUNSET BEACH COMMUNITY
ASSOCIATION, a California nonprofit
public benefit corporation

By:

_____, President

By:

_____, Secretary/CFO

CITY OF HUNTINGTON BEACH, a
California municipal corporation

By:

Cathy Green
Cathy Green, Mayor

Joan L. Flynn
Joan L. Flynn, City Clerk

APPROVED AS TO FORM:

Jennifer McGrath
Jennifer McGrath, City Attorney

11.16.10

INITIATED REVIEWED AND APPROVED:

Fred Wilson
11-16-10, City Administrator
Fred Wilson

The foregoing instrument is a correct
copy of the original on file in this office.

Attest January 04, 2011

JOAN L. FLYNN
City Clerk and Ex-officio Clerk of the City
Council of the City of Huntington Beach,
California

By Patty Lopez Deputy

Exhibit #2

RESOLUTION No. 2010-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH, MAKING APPLICATION TO AND REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF ORANGE COUNTY TO TAKE PROCEEDINGS PURSUANT TO THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 FOR THE CITY OF HUNTINGTON BEACH TO ANNEX APPROXIMATELY 134 ACRES OF PROPERTY WITHIN ITS SPHERE OF INFLUENCE, AND FILE ANNEXATION NO.1A 10-05 (SUNSET BEACH ANNEXATION TO THE CITY OF HUNTINGTON BEACH)

The City of Huntington Beach ("City") desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Reorganization Act of 2000, Division 3, commencing with Section 56000 of the Government Code, for the annexation of unincorporated territory to the City; and

The City will file an application with the Local Agency Formation Commission to annex an unincorporated territory referred to as Sunset Beach as set forth in Exhibit 1, attached hereto and by this reference incorporated herein; and

The proposed annexation area is within the City's Sphere of Influence and is included in the City's General Plan as Residential High Density, Visitor Serving Commercial, Public, Open Space-Water Recreation, and Open Space-Shoreline; and

The proposed annexation is subject to the following terms and conditions: the annexation shall be consistent with Government Code Sections 56668 and 56375.3 and other applicable laws existing as of the date of the filing of this Resolution; and

The reasons for this proposed annexation are as follows: to increase the economy and efficiency of government services as well as coordination of urban planning efforts and enhancement of community identity; and

The Sunset Beach Community Association ("SBCA") has met and developed a Memorandum of Understanding to clarify the future respective obligations of the City and SBCA during and following the annexation process; and

A Public Hearing was held by the Planning Commission on September 28, 2010, and by the City Council on October 18, 2010, to amend the Land Use Element of the General Plan for reclassification of zone designations. Notices were mailed to all property owners within a radius of 300 feet from the boundaries within the proposed annexation areas;

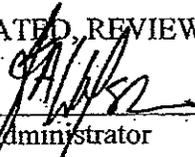
NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Huntington Beach, does hereby approve the Resolution of Application for Annexation

No. IA 10-05 (Sunset Beach Annexation to the City of Huntington Beach), and requests the Local Agency Formation Commission of Orange County take proceedings for the annexation of territory to the City, as shown in Exhibit 1, attached hereto and incorporated herein by this reference, according to the terms and conditions stated above and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 6th day of December, 2010.


Mayor

INITIATED, REVIEWED, AND APPROVED: APPROVED AS TO FORM:


City Administrator

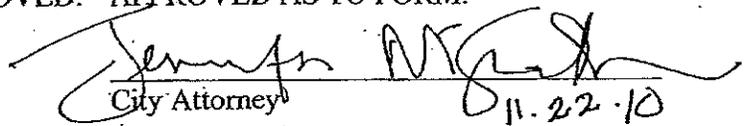

City Attorney
11.22.10

Exhibit I
(Legal Description)

PROPOSED "SUNSET BEACH ANNEXATION (AN 10-)"

That portion of fractional Section 24, Township 5 South, Range 12 West, and those portions of fractional Sections 19 and 30, Township 5 South, Range 11 West, of the San Bernardino Meridian, in the County of Orange, State of California according to the official plat of said land filed in the District Land Office described as follows:

Beginning at the northerly terminus of that certain course in the boundary line of the City of Huntington Beach as established by City Annexation in Ordinance No. 920 of said city shown as having a bearing and distance of "South 21° 43' 12" West, 249.38 feet", said northerly terminus also being the most easterly corner of Tract No. 21 as per map recorded in Book 9, Page 22 of Miscellaneous Maps, in the office of the County Recorder of said County; thence along said City Boundary Line the following courses:

Course 1: South 21°43' 12" West a distance of 249.38 feet,

Course 2: South 07°56'07" West a distance of 53.74 feet to a point being in a curve concave to the northeast having a radius of 2940 feet; a radial line of said curve from said point bears North 44°12'36" East,

Course 3: Southeasterly a distance of 63.71 feet along last mentioned curve through a central angle of 01°14'30",

Course 4: South 47°01'54" East a distance of 279.29 feet to the beginning of a tangent curve concave to the southwest having a radius of 3060 feet,

Course 5: Southeasterly a distance of 195.23 feet along said last mentioned curve through a central angle of 03°39'20",

Course 6: South 43°22'34" East a distance of 1599.82 feet to the beginning of a tangent curve concave to the southwest having a radius of 3050 feet,

Course 7: Southeasterly a distance of 183.58 feet along said last mentioned curve through a central angle of 03°26'55", to a point on a line parallel with and 30.00 feet southerly, measured at right angles, from the centerline of Los Patos Avenue (Warner Avenue) as said centerline is shown on a map filed in Book 53, Page 40 of Records of Survey in the office of said County Recorder, said point being the most southwesterly corner in the boundary line of the City of Huntington Beach as established by City Annexation in Ordinance No. 3489 of said city; thence leaving said city boundary,

Course 8: South 89°51'53" West a distance of 377.41 feet along said parallel line to a point in the boundary line of the City of Huntington Beach as established by City Annexation in Ordinance No. 1126 of said city, said point also being southeasterly along said City Boundary line 40.61 feet from the northwesterly terminus of that certain course shown as having a bearing and distance of "North 42°28'13" West, 1816.06 feet"; thence along said City Boundary Line,

PROPOSED "SUNSET BEACH ANNEXATION (AN 10-)"

Course 9: North 43°23'54" West a distance of 40.61 feet,

Course 10: South 89°51'53" West a distance of 291.59 feet,

Course 11: South 49°10'33" West a distance of 344.56 feet to a point in the Mean High Tide Line of the Pacific Ocean as shown on Record of Survey 2010-1097 recorded in Book 241, Page 3 in the office of the County Recorder of said County, said point also being the southeasterly terminus of that certain course shown as having a bearing and distance of "North 41°43'52" West, 388.69 feet"; thence along said Mean High Tide Line the following courses:

Course 12: North 42°38'49" West a distance of 388.69 feet,

Course 13: North 44°46'59" West a distance of 1085.55 feet,

Course 14: North 44°33'21" West a distance of 1283.71 feet,

Course 15: North 43°44'38" West a distance of 1709.89 feet,

Course 16: North 41°23'09" West a distance of 968.62 feet,

Course 17: North 47°20'53" West a distance of 703.78 feet to a point in the southeasterly City Boundary Line of the City of Seal Beach, County of Orange, State of California, said boundary having been established as Annexation No. 76-1 to said city, said point also being distant southwesterly along said City Boundary line 368.70 feet from the easterly corner of said Annexation No. 76-1; thence leaving said Mean High Tide Line and along said City Boundary Line,

Course 18: North 49°35'36" East a distance of 368.70 feet to the most easterly corner of said Annexation No. 76-1, said corner also being the most southerly corner in said city boundary established as Annexation No. 67-1 to said city; thence along said City Boundary Line,

Course 19: North 49°35'36" East a distance of 511.00 feet to the most westerly corner in the boundary line of the City of Huntington Beach as established by City Annexation in Ordinance No. 919 of said city, said corner being in a curve concave to the southwest having a radius of 1060 feet, a radial line of said curve from said point bears South 25°58'14" West (South 26°05'34" West per said Ordinance No. 919); thence along said City Boundary Line the following courses:

Course 20: Southeasterly a distance of 380.17 feet along said last mentioned curve through a central angle of 20°32'58",

PROPOSED "SUNSET BEACH ANNEXATION (AN 10-)"

Course 21: South 43°28'48" East a distance of 389.02 feet to the beginning of a tangent curve concave to the southwest having a radius of 1060 feet,

Course 22: Southeasterly a distance of 341.40 feet along said last mentioned curve through a central angle of 18°27'12",

Course 23: South 25°01'36" East a distance of 63.84 feet to the beginning of a tangent curve concave to the northeast having a radius of 940 feet,

Course 24: Southeasterly a distance of 117.68 feet along said last mentioned curve through a central angle of 07°10'23",

Course 25: South 32°11'59" East a distance of 35.23 feet to the beginning of a tangent curve concave to the northeast having a radius of 940 feet,

Course 26: Southeasterly a distance of 186.20 feet along said last mentioned curve through a central angle of 11°20'58",

Course 27: South 43°32'57" East a distance of 563.44 feet along to the beginning of a tangent curve concave to the northeast having a radius of 940 feet,

Course 28: Southeasterly a distance of 136.93 feet along said last mentioned curve through a central angle of 08°20'46",

Course 29: South 51°53'43" East a distance of 179.28 feet to the most southerly corner of said Ordinance No. 919 of said city,

Course 30: North 46°31'47" East a distance of 323.43 feet to the most easterly corner of said Ordinance No. 919 of said city, said corner also being a point along that certain course in the southwesterly boundary line of the City of Huntington Beach as established by City Annexation in Ordinance No. 800 of said city, a distance of 1008.96 feet from the northwesterly terminus of that certain course shown as having a bearing and distance of "North 42°45'00" West, 2727.12 feet"; thence along said City Boundary Line;

Course 31: South 42°28'34" East a distance of 980.00 feet to the most northerly corner in the boundary line of the City of Huntington Beach as established by City Annexation in Ordinance No. 1089 of said city; thence along said City Boundary Line,

Course 32: South 46°45' 11" West a distance of 55.00 feet,

Course 33: South 43°14'49" East a distance of 375.00 feet,

Course 34: North 46°45'11" East a distance of 15.00 feet,

Course 35: South 43°14'49" East a distance of 111.77 feet,

PROPOSED "SUNSET BEACH ANNEXATION (AN 10-)"

Course 36: North 75°46'26" East a distance of 33.80 feet along said City Boundary Line to an intersection with that certain course in the southwesterly boundary line of the City of Huntington Beach as established by City Annexation in Ordinance No. 800 of said city, said intersection also being northwesterly along said southwesterly boundary 261.60 feet from the southeasterly terminus of that certain course shown as having a bearing and distance of "North 42°45'00" West and a length of 2727.12 feet"; thence along said City Boundary Line,

Course 37: South 42°28'34" East a distance of 261.60 feet,

Course 38: South 47°13'34" East a distance of 35.00 feet to the Point of Beginning.

Containing an area of 133.88 acres, more or less.

Attached hereto and made a part hereof is a map designated as *EXHIBIT B*.

SURVEYOR'S CERTIFICATE

This proposal was prepared by me or under my supervision.

Jeremy L. Evans
Jeremy L. Evans, PLS 5282
Expires: December 31, 2011

9-8-2010
Date:



This proposal does meet the approval of the Orange County Surveyor's Office.

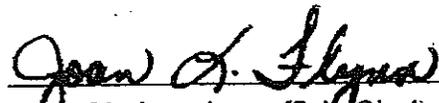
Dated this _____ day of _____ 201_____

By: _____
Raymond L. Mathe, County Surveyor
PLS 6185, Expiration Date: March 31, 2012

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a regular meeting thereof held on **December 6, 2010** by the following vote:

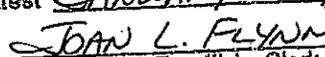
AYES: Carchio, Coerper, Hardy, Green, Bohr, Dwyer, Hansen
NOES: None
ABSENT: None
ABSTAIN: None



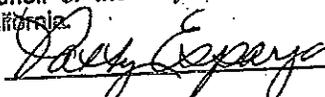
City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California

The foregoing instrument is a correct
copy of the original on file in this office.

Attest JANUARY 04 2011



City Clerk and Ex-officio Clerk of the City
Council of the City of Huntington Beach,
California.

By  Deputy

PROOF OF SERVICE

I, Martha C. Rodriguez, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 300 S. Grand Avenue, Suite 2700, Los Angeles, California 90071. On January 5, 2011, I served the document(s) described as **DECLARATION OF JOAN FLYNN IN SUPPORT OF RESPONDENT CITY OF HUNTINGTON BEACH'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO APPLICATION FOR PRELIMINARY INJUNCTION** on the interested parties in this action as follows:

By placing a true copy thereof enclosed in a sealed envelope addressed as follows:

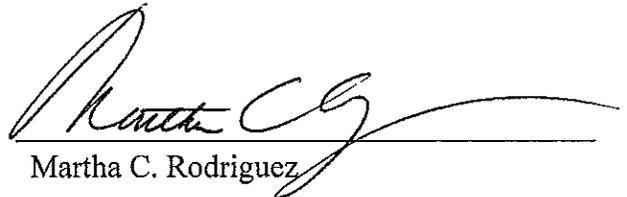
Dale A. Stern, Esq.
John C. McCarron, Esq.
STERN, VAN VLECK & MCCARRON, LLP
925 L. Street, Suite 850
Sacramento, CA 95814
Counsel for Petitioner

Scott C. Smith
BEST BEST & KRIEGER
5 Park Plaza, Suite 1500
Irvine, CA 92614
Counsel for Orange County LAFCO

BY OVERNIGHT DELIVERY: I deposited such envelope in a facility regularly maintained by FEDERAL EXPRESS with delivery fees fully provided for or delivered the envelope to a courier or driver of FEDERAL EXPRESS authorized to receive documents at 300 S. Grand Avenue, Suite 2700, Los Angeles, California 90071 with delivery fees fully provided for.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 5, 2011, at Los Angeles, California.


Martha C. Rodriguez