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Commonwealth Land Title Company

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

ORANGE COUNTY TRANSPORTATION
550 South Main Street
Orange, CA 92863
Attn: Chief Executive Officer

9307602-10

(Space Above Line for Recorder's Use)

Free recording Requested per Government Code
Section 6103

In accordance with Section 11922 of the
California Revenue and Taxation Code, transfer
of the property to the Orange County
Transportation Authority is exempt from the
payment of a documentary transfer tax.

**GRANT DEED
(COMMUTER RAIL MAINTENANCE FACILITY)**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **CITY OF IRVINE**, a California municipal corporation and charter city ("Grantor"), hereby grants to the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public entity ("Grantee"), that certain real property (the "Property") located in the **City of Irvine**, County of Orange, State of California, described in the legal description attached hereto as **Exhibit "A"** and the depiction attached hereto as **Exhibit "B"**, each incorporated herein by this reference.

TOGETHER WITH Grantor's title to the following to the extent transferred to Grantor pursuant to the "HF Grant Deed" referred to below: all buildings, facilities, roadways, rail lines, and other infrastructure, including those MCAS El Toro storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property; all hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto; and all rights to minerals, gas, oil, and water.

RESERVING UNTO GRANTOR, its successors and assigns, together with the right (without the consent of Grantee or any other owner of an interest in the Property) to grant, transfer or license all or a portion of the same to one or more grantees, transferees or licensees, non-exclusive easements in gross on, over, under and across the Property within the following locations: (i) within ten (10) feet from all Property lines bordering on and parallel to any public street for the construction, installation, emplacement, operation, maintenance, repair and replacement of electric, water, gas, sewer, communications, utility facilities and lines, (ii) within the location depicted on the map attached hereto and incorporated herein as **Exhibit "C"** (the "DON Encumbrance Map") and identified on the DON Encumbrance Map as "WATER AND SEWER

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TOGETHER WITH Grantor's title to the following to the extent transferred to Grantor pursuant to the "HF Grant Deed" referred to below: all buildings, facilities, roadways, rail lines, and other infrastructure, including those MCAS El Toro storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property; all hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto; and all rights to minerals, gas, oil, and water.

RESERVING UNTO GRANTOR, its successors and assigns, together with the right (without the consent of Grantee or any other owner of an interest in the Property) to grant, transfer or license all or a portion of the same to one or more grantees, transferees or licensees, non-exclusive easements in gross on, over, under and across the Property within the following locations: (i) within ten (10) feet from all Property lines bordering on and parallel to any public street for the construction, installation, emplacement, operation, maintenance, repair and replacement of electric, water, gas, sewer, communications, utility facilities and lines, (ii) within the location depicted on the map attached hereto and incorporated herein as Exhibit "C" (the "**DON Encumbrance Map**") and identified on the DON Encumbrance Map as "WATER AND SEWER

ESMT (PROPOSED)” for the construction, installation, emplacement, operation, maintenance, repair and replacement of water and sewer facilities and lines, and (iii) along the portion of Perimeter Road that currently traverses the Property, as depicted on the DON Encumbrance Map, until such time as the portion of Marine Way depicted on the DON Encumbrance Map, which is currently under construction, has been completed and accepted by the City of Irvine as a public roadway; provided, however, that said easements shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Property, and Grantor shall not make use of these easements in any manner that unreasonably interferes with the structural integrity of the Property, and provided further that any excavation in connection with the exercise of these reserved easements shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation damaged shall be promptly restored as nearly as possible to the same condition as existed prior to excavation. All facilities installed by Grantor pursuant to this reservation shall be maintained by Grantor in good condition and repair and in the event that such facilities unreasonably interfere with Grantee's use of the Property, the facilities shall be relocated at the sole expense of Grantor or its successor in interest.

GRANTEE HEREBY COVENANTS AND AGREES, for itself and on behalf of its successors and assigns as to all or any portion of the Property, that, with respect to the Property:

(i) Grantee shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 For Parcels CO I-D, CO II-B, CO II-K, CO II-N, CO II-O, CO III-B-1 and CO III-B-2, dated April 7, 2011, from the United States of America, acting by and through the Department of the Navy (“United States”), to Heritage Fields El Toro, LLC, a Delaware limited liability company (“HF”), recorded on June 3, 2011 as Instrument No. 2011000276334 in the Official Records of Orange County, California, and re-recorded on June 16, 2011 as Instrument No. 2011000293986 in the Official Records of Orange County, California (the “Government Quitclaim”);

(ii) any obligations imposed on HF pursuant to the Government Quitclaim and subsequently imposed on Grantor pursuant to that certain Grant Deed dated June 3, 2011, from HF to Grantor, recorded on June 6, 2011 as Instrument No. 2011000277219 in the Official Records of Orange County, California, as corrected by the Corrective Grant Deed from HF to Grantor executed by HF on August 29, 2011, and recorded on November 28, 2011 as Instrument No. 2011000600091 in the Official Records of Orange County, California (the “HF Grant Deed”), shall be the sole obligation of Grantee; and

(iii) Grantee shall be bound by the terms, conditions, obligations, and agreements set forth in that certain Covenant to Restrict Use of Property - Environmental Restriction between the United States and the California Environmental Protection Agency, Department of Toxic Substances Control, recorded on May 27, 2011 as Instrument No. 2011000265425 in the Official Records of Orange County, California (the “CRUP”), including compliance with the following as they relate to the Property: (a) the Final ROD, Operable Unit 1, Site 18-Regional Volatile Organic Compound Groundwater Plume, Operable Unit 2A, Site 24-VOC Source Area issued by the United States in June 2002, as amended in February 2006 by the

Final Explanation of Significant Differences (ESD), Site 18 – Regional Volatile Organic Compound Plume (Operable Unit 1), Site 24 – VOC Source Area (Operable Unit 2A); (b) the Final 100 Percent Design Submittal, Shallow Groundwater Unit Remedial Action, IRP Site 24, Volatile Organic Compounds Source Area, dated March 2005; (c) the Final Performance Monitoring and Sampling and Analysis Plan, OU1 and OU2A Groundwater Remedy, dated August 2007 issued as part of a comprehensive Operation and Maintenance Plan for the Site 18 (OU-1) and Site 24 (OU-2A) remedy; and (d) any other applicable El Toro Marine Base environmental documents recorded prior to this recorded Grant Deed with the Orange County Recorder's Office that affect the Property.

GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT, the United States owns and has installed certain monitoring and extraction wells and remediation and communication facilities and equipment within portions of the Property and portions of the adjacent real property (collectively, the "Navy Facilities"), in the locations generally depicted on the DON Encumbrance Map and designated thereon as "NAVY TRANSFER PAD (2) TANKS AND ELECTRICAL SUPPORT FACILITIES" (located on adjacent real property), "NAVY COMMUNICATIONS PULL BOX" (located on adjacent real property), "NAVY MONITORING WELL," "NAVY EXTRACTION WELL" (two locations), and HAND HOLE (2), and that pursuant to the Government Quitclaim, the United States has reserved unimpeded access to the Navy Facilities, including, without limitation, by use of the portions of Perimeter Road that currently traverse the Property, as generally depicted on the DON Encumbrance Map, by use of the road generally depicted on the DON Encumbrance Map and designated thereon as "ACCESS ROAD," and by use of the easement generally depicted on the DON Encumbrance Map and designated thereon as "NAVY IRP EASEMENT," and as legally described in the Government Quitclaim.

GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT, the Property is subject to cross-lot drainage from upstream property owners, and GRANTEE shall not take any action that would have the effect of materially impeding such drainage, whether such drainage is solely surface drainage or enters the storm drain generally depicted on the DON Encumbrance MAP and designated thereon as "STORM DRAIN."

GRANTOR HEREBY ASSIGNS TO GRANTEE, all rights, title and interests in and to all covenants, representations and warranties made by the United States in favor of HF in the Government Quitclaim and assigned to Grantor pursuant to the HF Grant Deed to the fullest extent such covenants, representations and warranties (i) are assignable, (ii) were assigned to Grantor pursuant to the HF Grant Deed, and (iii) apply to the Property.

GRANTEE ACKNOWLEDGES AND AGREES THAT, neither Grantor nor the Orange County Great Park Corporation, or any of their respective officers, officials, employees, agents, representatives, contractors, successors or assigns, has made any representation or warranty to Grantee as to the usability generally of the Property, or as to its fitness for any particular use or activity by, of, or for Grantee. By this Grant Deed, the Property is or will be delivered to Grantee "AS IS, WHERE IS AND WITH ALL FAULTS."

GRANTOR'S CONVEYANCE HEREUNDER IS SUBJECT TO

- (i) all exceptions and reservations of HF in the HF Grant Deed with respect to the Property;
- (ii) all matters of record;
- (iii) all matters that would be disclosed by an inspection and survey of the Property;
- (iv) any installment of general and special real property taxes and assessments allocable to a period after the date of recordation of this Grant Deed in the Official Records of Orange County, California ("**Recordation Date**");
- (v) all exceptions to title as set forth on the preliminary report dated as of February 24, 2015, and issued by Lawyers Title Company under its Order No.09307602, a copy of which is attached hereto as **Exhibit "D"**, and all other covenants, conditions, restrictions, reservations, rights, rights-of-way, easements and other matters of record, apparent or known to Grantee;
- (vi) the reserved utility easements set forth above; and
- (vii) usual and customary exceptions to the title insurance consistent with ALTA policies and Regional Exceptions (Standard Coverage) issued by Lawyers Title Company in Orange County, California.

GRANTOR'S CONVEYANCE HEREUNDER IS FURTHER SUBJECT TO the following covenants, conditions, rights and restrictions (collectively, the "**Covenants**"), which shall remain in full force and effect in perpetuity from the date of recordation of this Grant Deed, unless terminated or modified as hereinafter provided. This conveyance of the Property is made by Grantor and accepted by Grantee upon and expressly subject to these Covenants. Upon the occurrence of any breach or violation of any of the Covenants without being cured within the times provided below, Grantor shall be entitled to avail itself of the remedies specified below.

1. **List of Covenants.**

a. **Covenant 1: Use of Property.** Grantee shall use the Property solely for a commuter rail maintenance facility or other transportation-related uses. Grantee may not use the Property for any other use without the prior written consent of Grantor. Grantee covenants that any interim use of the Property shall be subject to the approval of the Grantor, which approval shall not be unreasonably withheld. Nothing in this use restriction shall prohibit use of the Property for underground utilities. This Covenant shall not apply to any of the reservations and easements in favor of Grantor, nor to Grantor's use of any or all of such reservations and easements.

b. **Covenant 2: Maintenance.** Grantee shall keep and maintain the Property and all improvements on the Property in a neat, clean, safe, attractive and operating condition at all times in accordance with all ordinances, regulations and laws applicable to the Property. Grantee shall also insure that all repairs and replacements of improvements on the Property are made in accordance with all applicable governmental regulations.

c. **Covenant 3: No Transfer or Assignment.** Grantee agrees and covenants that Grantee will not convey, mortgage, lease, hypothecate, or otherwise transfer all or any portion of its ownership interest in the Property without the approval of the City, which approval shall not be unreasonably withheld.

d. **Covenant 4: Waiver.** Grantee waives any claim that Grantee is exempt, for any reason, from the requirements of the Irvine Zoning Code and the Irvine Municipal Code, as they may be amended from time to time, and agrees and covenants to abide by the Grantor's land use regulatory authority.

e. **Covenant 5: Right of First Refusal.** If at any time within thirty (30) years after the recordation of this Grant Deed in the Official Records of Orange County, California, Grantee receives a bona fide offer for the purchase of any portion of the Property from a third party, Grantor shall have a right of first refusal to meet said offer on the same terms and conditions. After receiving written notice from Grantee with all relevant terms and conditions of the offer, Grantor shall have sixty (60) days to provide, in writing, its acceptance to the terms. If Grantor meets the bona fide offer, Grantee shall convey the portion of the Property based upon the terms of the bona fide offer. If Grantor fails to meet the bona fide offer within sixty (60) days after written notice from Grantee, Grantee may transfer the interest in the Property to such third party, but only upon terms and conditions no less favorable than those previously described to Grantee. If Grantor fails to meet the bona fide offer and Grantee elects not to transact with the bona fide party, Grantee's obligation in this section shall survive to any future bona fide offers.

2. **Matters Related to Covenants.**

a. **General Purpose.** The Covenants are hereby declared and agreed to be part of a general plan enhancing and protecting the value, desirability and attractiveness of the land owned by Grantor as further described on **Exhibit "E"** attached hereto (the "**Benefitted Property**"). The Covenants shall run and pass with each and every portion of the Property and be binding upon and burden all persons having or acquiring any right, title or interest in the Property (during their ownership of such interest), or any part thereof, and their successors and assigns.

b. **Run With the Property.** Subject to the following provisions of this paragraph, the Covenants shall inure to the benefit of the Benefitted Property, and the Benefitted Property shall be deemed the dominant tenement for purposes of the Covenants. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property or any improvements thereon is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in the Property or any such improvements.

c. **Amendment.** The Covenants may be amended by mutual agreement of Grantor and Grantee. Any amendment must be recorded in the Official Records of Orange County, California.

d. **Term.** Unless (i) terminated pursuant to mutual agreement of Grantor and Grantee or (ii) Grantor records a declaration terminating the Covenants, the Covenants shall be binding absolutely and perpetually on Grantee.

e. **Default and Remedies.** Because of the unique nature and scope of development of the Benefitted Property as the Orange County Great Park by Grantor, as well as the amount of planning, effort and time expended by such parties in reliance upon the anticipated uses of the Property and the Benefitted Property, monetary damages will not provide an adequate remedy for the damage to Grantor's planning efforts or development resulting from a breach of the Covenants. Therefore, in the event of any breach, violation or failure to comply with any of the Covenants that has not been cured within thirty (30) days after written notice from Grantor to do so (or if any such breach, violation or failure cannot be fully cured within such thirty (30) day period, then upon failure of Grantee to commence such cure within such period and thereafter to diligently complete such cure to Grantor's satisfaction), Grantor shall be entitled to specifically enforce the performance of the Covenants and to any other form of equitable or legal relief (other than monetary damages or exercise of any power of termination).

f. **Waiver.** No waiver by Grantor of a breach of any of the Covenants nor a delay or failure to enforce any of the Covenants shall (i) be construed or held to be a waiver of any succeeding or preceding breach of the Covenants, nor (ii) be implied from any inaction or omission by Grantor to take any action on account of such breach or failure. No express waiver shall affect a breach or failure other than as specified in said waiver. The consent or approval by Grantor to or of any act by Grantee requiring Grantor's consent or approval shall not be deemed to waive or render unnecessary the consent or approval of Grantor to or of any subsequent similar acts by Grantee. Grantor shall not be liable for any damage, loss or prejudice suffered or claimed by Grantee or any other occupant of the Property or of the Benefitted Property on account of the enforcement of, or failure to enforce, any of the Covenants.

[signature follows on next page]

"Grantor"

CITY OF IRVINE

By: [Signature]
Name: Steven S. Choi, Ph.D.
Title: Mayor

APPROVED AS TO FORM:

By: Todd O. Litfin
Name: Todd Litfin
Title: City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On June 23, 2015, before me, Carl Petersen,
(insert name and title of the officer)

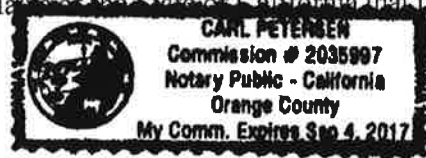
Notary Public, personally appeared Steven Choi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their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

LAW OF THE STATE OF CALIFORNIA

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 [Signature]



(Seal)

To be used for clarity purposes.

I certify under penalty & perjury and laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

"I certify under Penalty of Perjury under the laws of the State of California that the".....

Notary Public: Carl Petersen
Commission #: 2035997
Vendor #: NNA1
County where bond is filed: Orange
Commission Expires: September 4, 2017

Date: June 29, 2015

Place of Execution: Newport Beach, CA

Commonwealth Land Title, California



Adriana Santillan

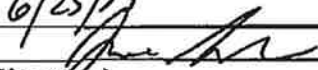
CERTIFICATE OF ACCEPTANCE

GRANT DEED

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity, is hereby accepted by ~~ORANGE COUNTY TRANSPORTATION AUTHORITY~~, and the ORANGE COUNTY TRANSPORTATION AUTHORITY consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity

Dated: 6/25/15

By: 
(Signature)

Name: ~~Darrell Johnson~~ Jim Beil
Title: ~~Chief Executive Officer~~ Executive Director, Capital Programs

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[See following pages]

EXHIBIT "A"
LEGAL DESCRIPTION

1 **Parcel A:**

2
3 THAT CERTAIN PORTION OF LAND IN THE CITY OF IRVINE, COUNTY OF
4 ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 285 AND LOT
5 286 OF BLOCK 140, AND LOT 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION,
6 RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN
7 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN
8 PARCEL "3A-2" OF "QUITCLAIM DEED AND ENVIRONMENTAL
9 RESTRICTION" RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536292
10 OF OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN ON RECORD OF
11 SURVEY 2007-1206, FILED IN BOOK 225, PAGES 29 THROUGH 42, INCLUSIVE
12 OF RECORDS OF SURVEYS IN THE OFFICE OF SAID COUNTY RECORDER,
13 SAID RECORD OF SURVEY BEING THE BASIS OF BEARINGS FOR THIS
14 DESCRIPTION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

15
16 COMMENCING AT THE MOST EASTERLY CORNER OF THAT CERTAIN
17 PARCEL 'HOME 1 (TRANSFER, BLDG. 319)' PER DOCUMENT RECORDED
18 JULY 12, 2005, AS INSTRUMENT NO. 2005000536293, OFFICIAL RECORDS OF
19 SAID COUNTY, SAID POINT OF COMMENCEMENT BEING ON THE
20 NORTHEASTERLY RIGHT OF WAY LINE OF THE A.T. & S.F. RAILROAD
21 (100 FEET WIDE AS SHOWN ON SAID RECORD OF SURVEY);
22
23 THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE A.T. &
24 S.F. RAILROAD, NORTH 49 DEGREES 20 MINUTES 21 SECONDS WEST,
25 2669.08 FEET TO THE TRUE POINT OF BEGINNING;
26
27 THENCE NORTH 40 DEGREES 36 MINUTES 59 SECONDS EAST, 92.01 FEET;
28
29 THENCE NORTH 26 DEGREES 59 MINUTES 05 SECONDS WEST, 849.25 FEET
30 TO A LINE PARALLEL WITH AND DISTANT 415.01 FEET NORTHEASTERLY,

Page 1 of 4

S:\SHARED\2010058 IRV Prepare Leg Desc & Exh AGREEMENT NO 2\2014-09-10 FROM PEREZ\150-
Legals\Exhibit A_Revised_2014-09-10.doc

Exhibit "A"

EXHIBIT "A"
LEGAL DESCRIPTION

31 (AS MEASURED AT RIGHT ANGLES), FROM SAID NORTHEASTERLY RIGHT
32 OF WAY LINE;
33
34 THENCE ALONG SAID PARALLEL LINE NORTH 49 DEGREES 20 MINUTES 22
35 SECONDS WEST, 1881.50 FEET, HEREINAFTER REFERRED TO AS COURSE
36 "A", TO THE NORTHWESTERLY LINE OF SAID LOT 286;
37
38 THENCE SOUTH 40 DEGREES 39 MINUTES 34 SECONDS WEST, 415.01 FEET TO
39 SAID NORTHEASTERLY RIGHT OF WAY LINE;
40
41 THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 49
42 DEGREES 20 MINUTES 21 SECONDS EAST, 2669.99 FEET TO THE TRUE POINT
43 OF BEGINNING;
44
45 EXCEPTING THEREFROM ALL THAT LAND LYING NORTHERLY OF THE
46 FOLLOWING DESCRIBED LINE:
47
48 BEGINNING AT THE INTERSECTION OF SAID NORTHWESTERLY LINE OF
49 SAID LOT 286, SAID BEING SHOWN AS "N40°39' 34"E 5230.30'" ON SAID
50 RECORD OF SURVEY, WITH A LINE PARALLEL WITH AND DISTANT 14.50
51 FEET FROM, AS MEASURED AT RIGHT ANGLES, THE SOUTHWESTERLY LINE
52 OF PARCEL 2 "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION
53 PURSUANT TO CIVIL CODE RESTRICTION 1471", RECORDED JUNE 16, 2011,
54 AS INSTRUMENT 2011000293986;
55
56 THENCE ALONG SAID PARALLEL LINE SOUTH 48 DEGREES 56 MINUTES 53
57 SECONDS EAST, 220.69 FEET TO THE INTERSECTION OF SAID PARALLEL
58 LINE WITH A LINE PARALLEL WITH AND DISTANT 24.30 FEET FROM, AS
59 MEASURED AT RIGHT ANGLES, THE SOUTHEASTERLY LINE OF SAID
60 PARCEL 2;

Page 2 of 4

S:\SHARED\2010058 IRV Prepare Leg Desc & Exh AGREEMENT NO 2\2014-09-10 FROM PEREZ\150-
Legals\Exhibit A_Revised_2014-09-10.doc

Exhibit "A"

-2-

EXHIBIT "A"
LEGAL DESCRIPTION

61
62 THENCE ALONG LAST SAID PARALLEL LINE NORTH 40 DEGREES 59
63 MINUTES 35 SECONDS EAST, 226.43 FEET TO THE POINT OF TERMINUS,
64 BEING THE INTERSECTION OF LAST SAID PARALLEL LINE WITH HEREIN
65 ABOVE DESCRIBED COURSE "A".
66
67 ALSO EXCEPTING THEREFROM ALL THAT LAND LYING WITHIN A 25 FOOT
68 STRIP OF LAND, THE SOUTHERLY LINE DESCRIBED AS FOLLOWS:
69
70 COMMENCING AT THE WESTERLY CORNER OF THE REAL PROPERTY
71 DESCRIBED IN THE FINAL JUDGEMENT AND DECREE OF CONDEMNATION
72 RECORDED JULY 12, 1944 IN BOOK 1264, PAGE 154 OF OFFICIAL RECORDS
73 OF SAID COUNTY AS SHOWN ON SAID RECORD OF SURVEY NO. 2007-1206;
74 THENCE ALONG THE SOUTHWESTERLY LINE OF SAID REAL PROPERTY AS
75 SHOWN ON SAID RECORD OF SURVEY, SOUTH 49 DEGREES 20 MINUTES 21
76 SECONDS EAST 2644.25 FEET TO THE TRUE POINT OF BEGINNING;
77
78 THENCE NORTH 40 DEGREES 45 MINUTES 11 SECONDS EAST 858.55 FEET.
79
80 SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE
81 SOUTHWESTERLY IN SAID SOUTHWESTERLY LINE OF BOOK 1264, PAGE 154
82 OF SAID OFFICAL RECORDS.
83
84 CONTAINING 21.30 ACRES, MORE OR LESS.
85
86 ALL AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS
87 REFERENCE MADE A PART HEREOF.
88
89 SUBJECT TO CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS,
90 RIGHTS OF WAY AND EASEMENTS, IF ANY.

Page 3 of 4

S:\SHARED\2010058 IRV Prepare Leg Desc & Exh AGREEMENT NO 2\2014-09-10 FROM PEREZ\150-
Legal\Exhibit A_Revised_2014-09-10.doc

Exhibit "A"

EXHIBIT "A"
LEGAL DESCRIPTION

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PREPARED BY:
JOHNSON-FRANK & ASSOCIATES INC.,
UNDER THE DIRECTION OF:
ALAN D. FRANK



Alan D. Frank, PLS 7172



EXHIBIT "B"

DEPICTION OF PROPERTY

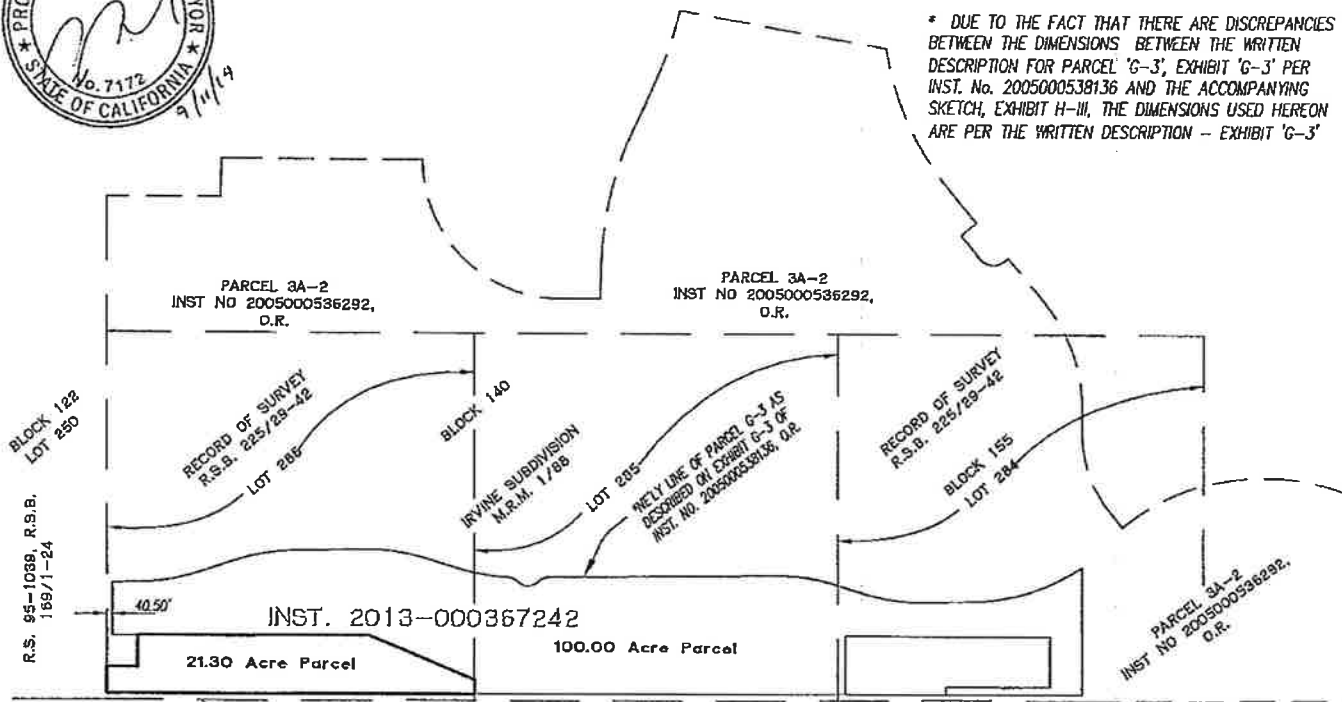
[See following pages]



EXHIBIT "B"

SKETCH TO ACCOMPANY DESCRIPTION

* DUE TO THE FACT THAT THERE ARE DISCREPANCIES BETWEEN THE DIMENSIONS BETWEEN THE WRITTEN DESCRIPTION FOR PARCEL 'G-3', EXHIBIT 'G-3' PER INST. No. 2005000538136 AND THE ACCOMPANYING SKETCH, EXHIBIT H-III, THE DIMENSIONS USED HEREON ARE PER THE WRITTEN DESCRIPTION - EXHIBIT 'G-3'



NO SCALE

PARCEL MAP 83-615
P.M.B. 195/15-34

JOHNSON-FRANK & ASSOC., INC.
 LAND SURVEYING - MAPPING
 5150 E. HUNTER AVENUE
 ANAHEIM, CALIFORNIA 92807-2049
 (714) 777-8877 FAX (714) 777-1641
 P40-2010256
 2010058 2014 LACT REVISION OF 21.3 ACRE PARCEL.DWG

DATE JUNE 2, 2014 SHEET 1 OF 5

Exhibit "B"

Exhibit "B"

- Ⓐ N'E'LY LINE, PCL. 'G-3', (R1)
- Ⓑ S'E'LY LINE, HOME 1, (R2)
- Ⓒ SW'LY LINE & N'W'LY PROD., HOME 5, (R2)
- Ⓓ S'E'LY LINE, HOME 5, (R2)
- Ⓔ N'E'LY LINE & S'E'LY PROD., OF N'E'LY LINE, HOME 1, (R2)
- Ⓕ NW'LY LINE, HOME 1, (R2)

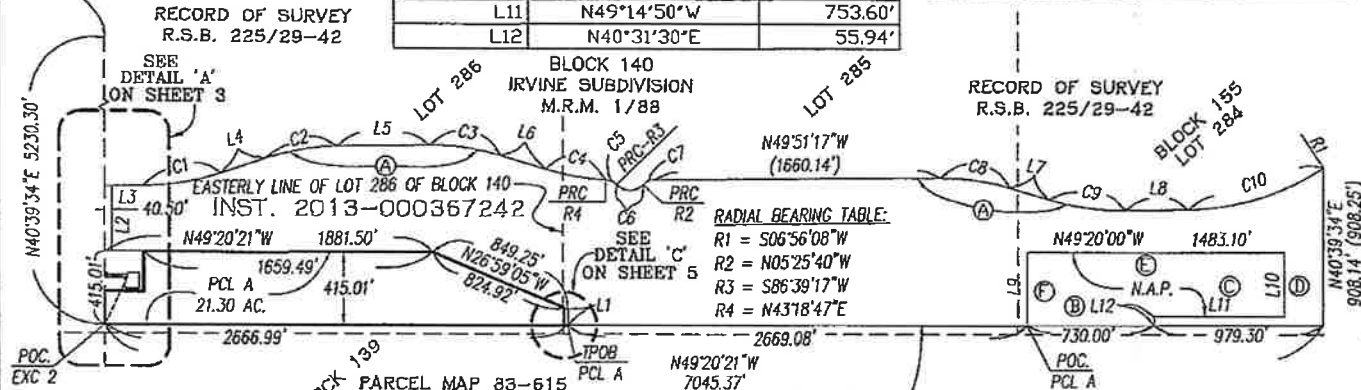
EXHIBIT "B"

SKETCH TO ACCOMPANY DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°36'59"E	92.01'
L2	N40°39'34"E	373.66'
L3	N49°47'34"W	177.72'
L4	N67°57'06"W	(265.53')
L5	N50°11'37"W	(533.21')
L6	N32°26'08"W	(268.86')
L7	N32°26'08"W	(229.96')
L8	N50°11'37"W	(362.63')
L9	N40°31'30"E	[418.01']
L10	N40°26'50"E	363.13'
L11	N49°14'50"W	753.60'
L12	N40°31'30"E	55.94'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	(18°09'32")	1448.00'	458.92')
C2	(17°45'29")	1352.00'	419.03')
C3	(17°45'29")	1352.00'	419.03')
C4	(14°15'05")	1448.00'	360.17')
C5	(43°20'30")	92.00'	69.59')
C6	(92°04'57")	108.00'	173.57')
C7	(45°34'23")	92.00'	73.18')
C8	(17°25'09")	1352.00'	411.04')
C9	(17°45'29")	1448.00'	448.79')
C10	(32°52'15")	1448.00'	830.72')

COMMON COR. - LOT 279/BLK 140
AND LOT 278/BLOCK 141, M.R.M.
1/88



RECORD REFERENCES:

(R1) DENOTES RECORD DATA PER
INST. No. 2005000538136, O.R.

(R2) DENOTES RECORD DATA PER
INST. No. 2005000536293, O.R.

(R3) DENOTES RECORD DATA PER
INST. No. 2005000293986, O.R.

SCALE
1"=800'

ABBREVIATIONS
EXC = EXCEPTION

JOHNSON-FRANK & ASSOC., INC.

LAND SURVEYING - MAPPING
5150 E. HUNTER AVENUE
ANAHEIM, CALIFORNIA 92807-2049
(714) 777-8877 FAX (714) 777-1641

P.L.M. - 2010058
2010058 2014 - LATEST REVISION OF 21.3 ACRES PARCELING

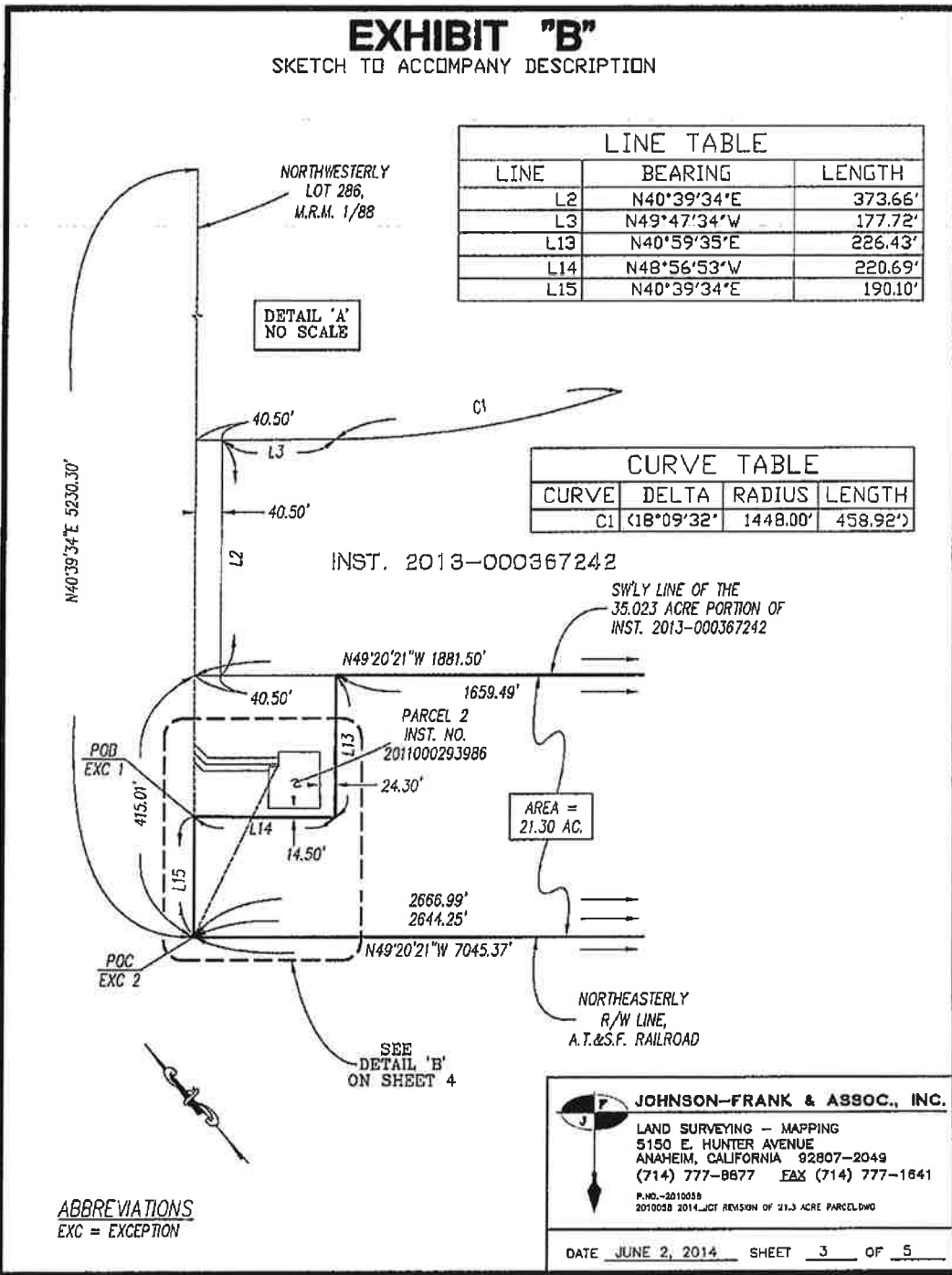
DATE JUNE 2, 2014 SHEET 2 OF 5

EXHIBIT "B"

SKETCH TO ACCOMPANY DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L2	N40°39'34"E	373.66'
L3	N49°47'34"W	177.72'
L13	N40°59'35"E	226.43'
L14	N48°56'53"W	220.69'
L15	N40°39'34"E	190.10'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	118°09'32"	1448.00'	458.92'



ABBREVIATIONS
EXC = EXCEPTION

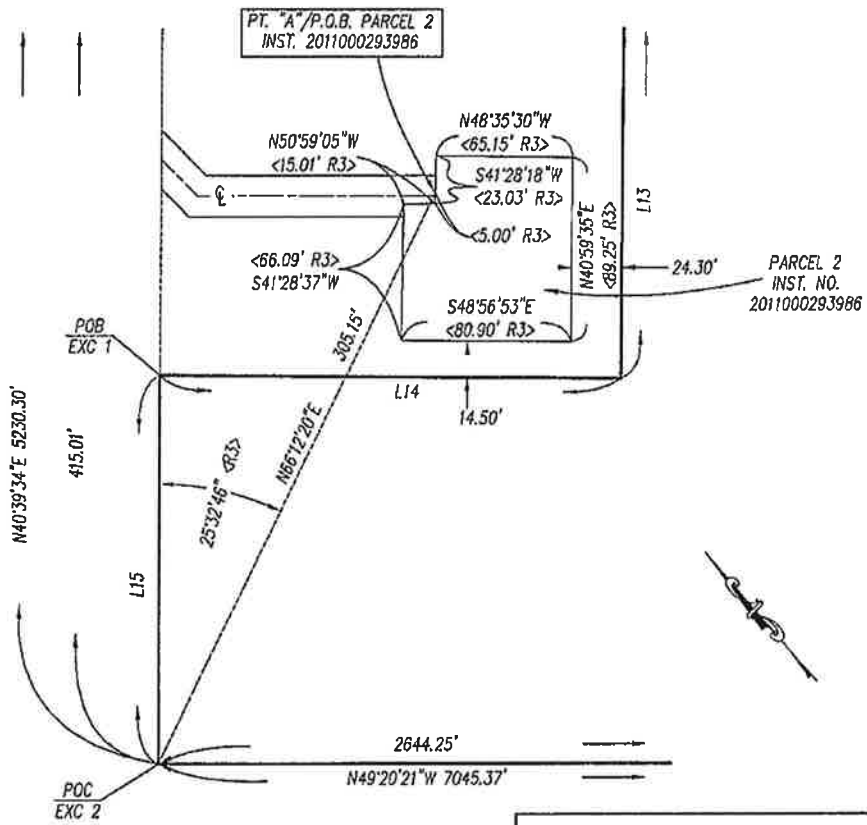
JOHNSON-FRANK & ASSOC., INC.
 LAND SURVEYING - MAPPING
 5150 E. HUNTER AVENUE
 ANAHEIM, CALIFORNIA 92807-2049
 (714) 777-8677 FAX (714) 777-1641
 P.NO.-2010058
 2010058 2014_LC1T REVISION OF 21.3 ACRE PARCELDWG

DATE JUNE 2, 2014 SHEET 3 OF 5


EXHIBIT "B"

SKETCH TO ACCOMPANY DESCRIPTION

DETAIL 'B'
NO SCALE



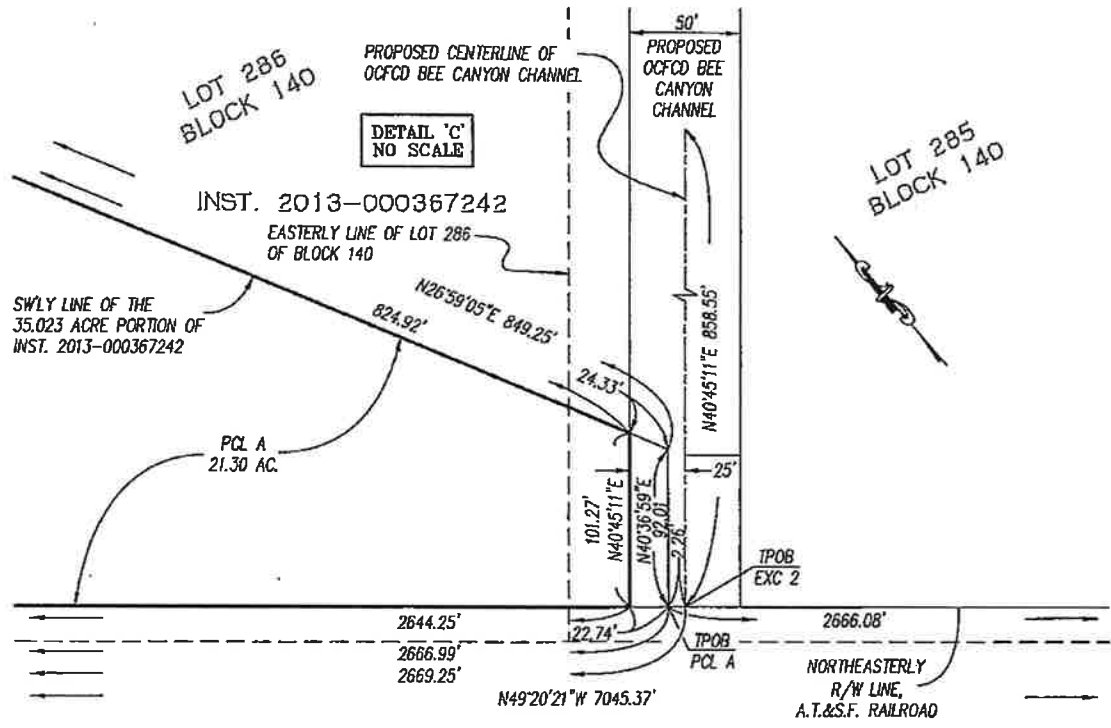
ABBREVIATIONS
EXC = EXCEPTION

	<p>JOHNSON-FRANK & ASSOC., INC. LAND SURVEYING - MAPPING 5150 E. HUNTER AVENUE ANAHEIM, CALIFORNIA 92807-2049 (714) 777-8877 FAX (714) 777-1641 <small>P.100.-2010038 2010038 2014_L01 REVISION OF 21.3 ACRE PARCEL.DWG</small></p>
---	--

DATE JUNE 2, 2014 SHEET 4 OF 5

EXHIBIT "B"

SKETCH TO ACCOMPANY DESCRIPTION



DETAIL 'C'
NO SCALE

INST. 2013-000367242

EASTERLY LINE OF LOT 286
OF BLOCK 140

SWLY LINE OF THE
35.023 ACRE PORTION OF
INST. 2013-000367242

PCL A
21.30 AC.

TPOB
EXC 2

TPOB
PCL A

NORTHEASTERLY
R/W LINE,
A.T.&S.F. RAILROAD

ABBREVIATIONS
EXC = EXCEPTION

	JOHNSON-FRANK & ASSOC., INC.
	LAND SURVEYING - MAPPING
	5150 E. HUNTER AVENUE ANAHEIM, CALIFORNIA 92807-2049
	(714) 777-8877 FAX (714) 777-1841
<small>P.L.O. - 2010058 2010058 2014_ACT REVISION OF 21.3 ACRE PARCEL.DWG</small>	
DATE <u>JUNE 2, 2014</u> SHEET <u>5</u> OF <u>5</u>	

-5-
Exhibit "B"

EXHIBIT "C"

DON ENCUMBRANCE MAP

[See following document]

EXHIBIT "D"

PRELIMINARY TITLE REPORT

[See following document]



Lawyers Title Company
 4100 Newport Place Drive
 Suite 120
 Newport Beach, CA 92660
 Phone: (949) 724-3170

Orange County Transportation Authority
550 South Main Street
Orange, CA 92863-1584

Our File No: 09307602
 Title Officer: Chris Maziar
 e-mail: unit10@clta.com
 Phone: (949) 724-3170
 Fax: (949) 258-5740

Attn: **Bill Mock**

Your Reference No: C-0-1676 CTO #04

Property Address: NONE, City Of Irvine, California

PRELIMINARY REPORT v2

Dated as of February 24, 2015 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Lawyers Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

File No: 09307602

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06)

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

City of Irvine, a California charter city

The land referred to herein is situated in the County of ORANGE, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Orange, State of California, described as follows:

Those portions Lots 285 and 286 of Block 140, of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 644, Pages 1 through 20, inclusive, of Miscellaneous Maps, in the office of the County Recorder of said county, lying within Parcel III-B-1-G of that certain "Grant Deed" to the City of Irvine, a charter city, recorded June 6, 2011 as Instrument No. 2011000277219 of Official Records, as corrected by that certain "Corrective Grant Deed" recorded November 28, 2001 as Instrument No. 20110000600091 of Official Records and as shown on Record of Survey No. 2007-1206, filed in Book 225, Pages 29 through 42, inclusive of Records of Surveys in the Office of said County Recorder, said Record of Survey being the basis of bearings for this description, more particularly described as follows:

Commencing at the most Easterly corner of that certain parcel of land described as "Home 1 (Transfer, Bldg 319)" per that certain document recorded July 12, 2005 as Instrument No. 2005000536293 of Official Records, said point of commencement being on the Northeasterly right-of-way line of the A.T. & S.F. Railroad (100 foot wide as shown on said Record of Survey):

Thence along said Northeasterly right-of-way line of said A.T. & S.F. Railroad, North 49°20'21" West, 2669.08 feet to the true point of beginning;

Thence North 40°36'59" East, 92.01 feet;

Thence North 26°59'05" West, 849.25 feet to a line parallel with and distant 415.01 feet Northeasterly, (as measured at right angles), from said Northeasterly right-of-way line;

Thence along said parallel line North 49°20'22" West, 1881.50 feet, hereinafter referred to as Course "A", to the Northwesterly line of said Lot 286;

Thence South 40°39'34" West, 415.01 feet to said Northeasterly right-of-way line of the A.T. & S.F. Railroad;

Thence along said Northeasterly right-of-way line of the A.T. & S.F. Railroad, South 49°20'21" East, 2669.99 feet to the true point of beginning;

File No: 09307602

Excepting therefrom all that land lying Northerly of the following described line:

Beginning at the intersection of said Northwesterly line of said Lot 286, said being shown as "North 40°39'24" East 5230.30'" on said Record of Survey No. 2007-1206, with a line parallel with and distant 24.30 feet from, (as measured at right angles), the Southwesterly line of Parcel CO III-B-1, of Parcel 2, of that certain "Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Restriction 1471", recorded June 3, 2011 as Instrument No. 2011000276334 and re-recorded June 16, 2011, as Instrument 2011000293986 of Official Records;
Thence along said parallel line South 48°56'53" East, 220.64 feet to the intersection of said parallel line with a line parallel with and distant 24.30 feet from, (as measured at right angles), the Southeasterly line of said Parcel CO III-B-1, of Parcel 2;
Thence along last said parallel line North 40°59'35" East, 236.23 feet to the point of terminus, being the intersection of last said parallel line with herein above described course "A".

Note: This Company has provided said description as an accommodation for the purpose of facilitating this report. Said description is not an insurable parcel pursuant to the Subdivision Map act of the State of California and should not be relied upon to convey or encumber said land, until approved by the Appropriate Governing Agency.

Assessor's Parcel Number: **580-081-53**

File No: 09307602

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
- B. There were no taxes levied for the fiscal year 2014-2015 as the property was vested in a public entity.
- C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- D. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.
 - 1. Water rights, claims or title to water, whether or not disclosed by the public records.
 - 2. Rights of the public to any portion of the Land lying within the area commonly known as Marine Way.
 - 3. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 12, 1944
Recording No: In Book 1264, Page 154 of Official Records

and Recording Date: November 3, 1949
and Recording No: In Book 1923, Page 151 of Official Records

and Recording Date: June 19, 2007
and Recording No: as Instrument No. 2007000389564 of Official Records

The terms and provisions of said instrument have been modified by a document
Executed by: The Irvine Company LLC, a Delaware limited liability company

Recorded: June 21, 2006 as Instrument No. 2006000416410 of Official Records.

- 4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: In Book 2110, Page 226 of Official Records

File No: 09307602

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey 97-1038
Recording No: In Book 171, Page(s) 1 to 49 Record of Survey

6. The matters contained in a document entitled "Retrocession of Legislative Jurisdiction, California Government Code Section 113" recorded June 29, 2000 as Instrument No. 20000341327 of Official Records.

Reference is made to said document for full particulars.

7. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Great Park Redevelopment Project Area
Recording Date: March 31, 2005
Recording No: as Instrument No. 2005000242692 of Official Records

and Recording Date: June 27, 2007
and Recording No: as Instrument No. 2007000407641 of Official Records

8. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease In Furtherance of Conveyance Between the United States of America and Heritage Fields LLC for MCAS El Toro Parcel 3
Lessor: United States of America, acting by and through the Department of the Navy
Lessee: Heritage Fields LLC, a Delaware limited liability company
Recording Date: July 12, 2005
Recording No: as Instrument No. 2005000536293 of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Affects: The herein described Land and other land.

9. The matters contained in a document entitled "Great Park Development Agreement" by and between City of Irvine and Heritage Fields LLC recorded July 12, 2005 as Instrument No. 2005000538136 of Official Records.

Reference is made to said document for full particulars.

The terms and provisions of said instrument have been modified by a document
Executed by: Heritage Fields LLC, a Delaware limited liability company and Heritage Fields El Toro, LLC, a Delaware limited liability company

Recorded: December 22 2005 as Instrument No. 2005001023682 of Official Records.

The terms and provisions of said instrument have been modified by a document
Executed by: The City of Irvine and the Irvine Redevelopment Agency and Heritage Fields El Toro, LLC

Recorded: December 27, 2010 as Instrument No. 2010000700065 of Official Records.

File No: 09307602

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Irvine Ranch Water District, a California Water District
Purpose: underground groundwater line
Recording Date: February 27, 2007
Recording No: as Instrument No. 2007000127585 of Official Records
Affects: said land more particularly described therein.

11. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey No. 2007-1206
Recording No: In Book 225, Page(s) 29 to 42 Record of Survey

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Heritage Fields El Toro, LLC, a Delaware limited liability company
Purpose: the installation, operation, maintenance, repair, access, and replacement of utilities including, but not limited to, electrical power lines, telecommunication lines, telephone lines, cable lines, water lines, sewer lines and storm drains
Recording Date: November 24, 2010
Recording No: as Instrument No. 2010000631757 of Official Records
Affects: said land more particularly described therein.

13. The matters contained in a document entitled "Covenant to Restrict Use of Property Environmental Restriction" recorded May 27, 2011 as Instrument No. 2011000265425 of Official Records.

Reference is made to said document for full particulars.

14. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 3, 2011
Recording No: as Instrument No. 2011000276334 of Official Records

and Re-Recording Date: June 16, 2011
and Re-Recording No: as Instrument No. 2011000293986 of Official Records
Reason: to correct the attached Exhibit "B"

15. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 6, 2011
Recording No: as Instrument No. 2011000277219 of Official Records

and Recording Date: November 28, 2011
and Recording No: as Instrument No. 2011000600091 of Official Records

File No: 09307602

16. Notwithstanding the covered risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the Land.
17. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
18. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
19. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
20. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
21. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH
FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

File No: 09307602

REQUIREMENTS SECTION:

REQ NO.1: The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: City of Irvine, a California charter city

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

File No: 09307602

INFORMATIONAL NOTES SECTION

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

NOTE NO. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Typist: tga cm8 3 9 15
Date Typed: April 4, 2013

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

Attachment One (Revised 06-03-11)
CA, NV, HI and Guam

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from: Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
1. building;
 - a. zoning;
 - b. land use;
 - c. improvements on the Land;
 - d. land division; and
 - e. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 10,000.00</u>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 5,000.00</u>

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records
 - on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Attachment One (Revised 06-03-11)
CA, NV, HI and Guam)

File No: 09307602

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
 - Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 - Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 - Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 - (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a fraudulent conveyance or fraudulent transfer; or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
 - Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 - Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 - Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
 - (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(e), 13(d), 14 or 16.

Attachment One (Revised 06-03-11)
CA, NV, HI and Guam)

File No: 09307602

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Attachment One (Revised 06-03-11)
CA, NV, HI and Guam)

Page 16

Exhibit "D"
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Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company
LTC - Lawyers Title Company

FNF Underwriter
CLTIC - Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

EXHIBIT "B"

SKETCH TO ACCOMPANY DESCRIPTION

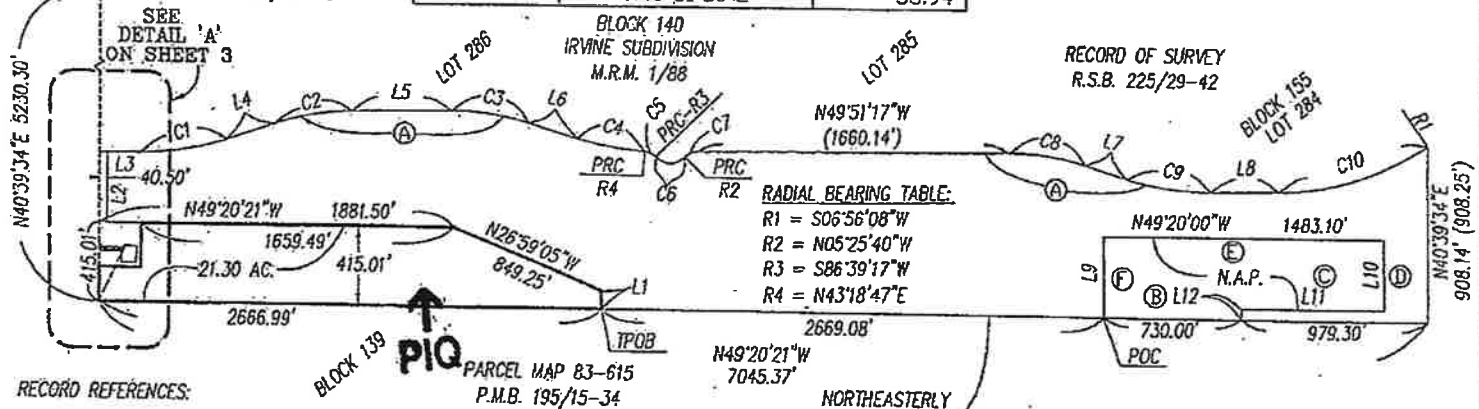
- (A) N'E'LY LINE, PCL. 'G-3', (R1)
- (B) S'E'LY LINE, HOME 1, [R2]
- (C) S'W'LY LINE & N'W'LY PROD., HOME 5, [R2]
- (D) S'E'LY LINE, HOME 5, [R2]
- (E) N'E'LY LINE & S'E'LY PROD., OF N'E'LY LINE, HOME 1, [R2]
- (F) N'W'LY LINE, HOME 1, [R2]

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°36'59"E	92.01'
L2	N40°39'34"E	373.66'
L3	N49°47'34"W	177.72'
L4	N67°57'06"W	(265.53')
L5	N50°11'37"W	(533.21')
L6	N32°26'08"W	(268.86')
L7	N32°26'08"W	(229.96')
L8	N50°11'37"W	(362.63')
L9	N40°31'30"E	[418.01']
L10	N40°26'50"E	363.13'
L11	N49°14'50"W	753.60'
L12	N40°31'30"E	55.94'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	<18°09'32"	1448.00'	458.92'
C2	<17°45'29"	1352.00'	419.03'
C3	<17°45'29"	1352.00'	419.03'
C4	<14°15'05"	1448.00'	360.17'
C5	<43°20'30"	92.00'	69.59'
C6	<92°04'57"	108.00'	173.57'
C7	<45°34'23"	92.00'	73.18'
C8	<17°25'09"	1352.00'	411.04'
C9	<17°45'29"	1448.00'	448.79'
C10	<32°52'15"	1448.00'	830.72'

COMMON COR. - LOT 279/BLK 140.
AND LOT 278/BLOCK 141, M.R.M.
1/88

RECORD OF SURVEY
R.S.B. 225/29-42



RADIAL BEARING TABLE:

R1 =	S06°56'08"W
R2 =	N05°25'40"W
R3 =	S86°39'17"W
R4 =	N43°18'47"E

RECORD REFERENCES:

- (R1) DENOTES RECORD DATA PER INST. No. 2005000538136, O.R.
- [R2] DENOTES RECORD DATA PER INST. No. 2005000536293, O.R.
- <R3> DENOTES RECORD DATA PER INST. No. 2005000293986, O.R.

SCALE
1"=800'

JOHNSON-FRANK & ASSOC., INC.

LAND SURVEYING - MAPPING
5150 E. HUNTER AVENUE
ANAHEIM, CALIFORNIA 92807-2049
(714) 777-8877 FAX (714) 777-1641

P.L.O. - 2010033
2010033_2134CPL.DWG

DATE 2013/01/18 SHEET 2 OF 4

Exhibit "D"
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EXHIBIT "E"

DESCRIPTION OF BENEFITTED PROPERTY

The properties described below shall constitute the "Benefitted Property," provided that any such property shall cease being a "Benefitted Property" at such time as fee title to such property ceases to be owned by Grantor.

I. PROPERTIES LOCATED IN CITY OF IRVINE.

1. Animal Care Facility

The northwesterly 521.68 feet of the southeasterly 878.68 feet of the southwesterly 417.50 feet of the northeasterly 1199.00 feet of Lot 256, Block 123 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, in the Office of the County Recorder of said Orange County.

2. Bommer Park

All that certain property in Block 135 in the City of Irvine, County of Orange, State of California as shown on a Map of "Irvine's Subdivision" filed in Book 1, Page 88 of miscellaneous Maps in the Office of the County Recorder of said County, described as follows:

Commencing at the centerline intersection of Turtle Rock Drive and Sunnyhill as shown on a Map of Tract 10473 filed in Book 444, Pages 1 through 9 of Miscellaneous Maps, Records of said County; thence the following courses:

1. South 1°13'13" East 1829.59 Feet
2. South 42°27'05" East 586.12 Feet
3. South 12°20'45" East 2311.22 Feet
4. South 26°18'57" West 1179.89 Feet To the TRUE POINT OF BEGINNING being a point of a non-tangent 455.00 foot radius curve concave westerly; a radial through said point bears North 87°58'45" East; thence the following course;
5. Southerly along said curve through a central angle of 19°33'27" an arc length of 158.7 Feet;
6. South 17°32'12" West 120.64 feet to the beginning of a 425.00 foot radius curve concave easterly;
7. Southerly along said curve through a central angle of 31°22'59" an arc length of 232.75 feet;
8. South 13°50'27" East 36.10 feet to the beginning of a 650.00 foot radius curve concave westerly;
9. Southerly along said curve through a central angle of 37°43'21" an arc length of 427.95 feet;
10. South 23°52'54" West 100.00 feet to the beginning of a 600.00 foot radius curve concave northwesterly;
11. Southwesterly along said curve through a central angle of 13°00'00" an arc length of 136.14 feet to the beginning of a 240.00 foot radius reverse curve concave southeasterly; said beginning of reverse curve is designated "Point A"; a radial through said beginning of reverse curve bears north 53°07'06" West;
12. Southwesterly along said reverse curve through a central angle of 36°05'22" an arc length of 151.17 feet;
13. Non-tangent North 65°34'28" West 275.28 feet;
14. North 3°51'29" West 523.78 feet;

Exhibit "E"

15. North 78°45'47" West 154.98 feet;
16. North 558.47 feet;
17. North 68°39'19" East 201.79 feet to a point on a line that bears South 89°20'17" West from the TRUE POINT OF BEGINNING and is distant therefrom 500.40 feet;
18. Along said line North 89°20'17" East 60.00 feet to a point designated "Point B";
19. Continuing along said line North 80°20'17" East 440.40 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom all that certain property lying northeasterly, easterly, southeasterly, easterly and northeasterly of the following described line; beginning at the aforementioned "Point A"; thence the following course:

20. North 53°07'06" West along the aforementioned radial 223.80 feet;
21. North 3°51'29" West 529.90 feet;
22. North 37°37'33" East 169.97 feet;
23. North 200.00 feet;
24. North 38°18'04" West 205.00 feet to the aforementioned "Point B".

3. City Hall

THAT PORTION OF LOT 204 IN BLOCK 61 OF IRVINE'S SUBDIVISION, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF ALTON AVENUE AND THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED OCTOBER 2, 1963 IN BOOK 6743, PAGE 333, OF OFFICIAL RECORDS OF SAID COUNTY, AS SAID INTERSECTION IS SHOWN ON A MAP OF TRACT NO. 8018, RECORDED IN BOOK 313, PAGES 20 THROUGH 22, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID CENTERLINE, FOR THE PURPOSES OF THIS DESCRIPTION THE BEARING OF SAID CENTERLINE SHALL BE N 49° 21' 37" W, S 49° 21' 37" E 244.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED NOVEMBER 3, 1965 IN BOOK 7728, PAGE 513, OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE N 40° 39' 38" E 76.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE N 40° 39' 38" E 758.03 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE S 49° 21' 37" E 685.17 FEET; THENCE S 27° 59' 23" E 145.04 FEET; THENCE S 65° 24' 25" W 58.00 FEET; THENCE S 24° 35' 35" E 7.56 FEET; THENCE S 25° 51' 43" W 35.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,652.00 FEET, A RADIAL LINE TO SAID POINT BEARS N 30° 08' 46" W; THENCE SOUTHWESTERLY 36.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 16' 46"; THENCE TANGENT FROM SAID CURVE S 58° 26' 13" W 50.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,012.00 FEET; THENCE SOUTHWESTERLY 79.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4° 31' 25" TO A POINT OF COMPOUND CURVATURE WITH A CURVE

Exhibit "E"

CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,654.00 FEET AND BEING CONCENTRIC WITH THE ABOVE DESCRIBED CURVE HAVING A RADIUS OF 1,652.00 FEET, A RADIAL LINE TO SAID POINT BEARS N 36° 05' 12" W; THENCE SOUTHWESTERLY 271.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 24' 19"; THENCE TANGENT FROM SAID CURVE S 44° 30' 29" W 79.42 FEET TO A POINT ON A LINE PARALLEL WITH AND 183.00 FEET NORTHEASTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF SAID ALTON AVENUE; THENCE ALONG SAID PARALLEL LINE N 49° 21' 37" W 129.27 FEET; THENCE S 40° 38' 23" W 107.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 76.00 FEET NORTHEASTERLY OF SAID SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF ALTON AVENUE; THENCE ALONG THE LAST SAID PARALLEL LINE N 49° 21' 37" W 588.67 FEET TO THE TRUE POINT OF BEGINNING.

4. Colonel Bill Barber Park

PARCEL A:

THAT PORTION OF LOT 294 IN BLOCK 61 OF IRVINE'S SUBDIVISION, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 1 PACE 88, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF ALTON AVENUE AND THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED OCTOBER 2, 1963 IN BOOK 6743 PAGE 333, OFFICIAL RECORDS OF SAID COUNTY, AS SAID INTERSECTION IS SHOWN ON A MAP OF TRACT NO. 8818, RECORDED IN BOOK 313 PAGES 29 THROUGH 22, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID CENTERLINE, FOR THE PURPOSES OF THIS DESCRIPTION THE BEARING OF SAID CENTERLINE SHALL BE NORTH 99 DEGREES 21 MINUTES 37 SECONDS WEST, SOUTH 49 DEGREES 21 MINUTES 37 SECONDS EAST 244.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED NOVEMBER 3, 1965 IN BOOK 7728 PAGE 513, OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 40 DEGREES 39 MINUTES 38 SECONDS EAST 834.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY AND SOUTH LINE THROUGH THE FOLLOWING COURSES NORTH 40 DEGREES 39 MINUTES 38 SECONDS EAST 563.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1,435.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 33 DEGREES 88 MINUTES 10 SECONDS WEST; THENCE NORTHEASTERLY 1,848.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73 DEGREES 47 MINUTES 09 SECONDS; THENCE SOUTH 49 DEGREES 21 MINUTES 61 SECONDS EAST 283.98 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,548.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 49 DEGREES 07 MINUTES 19 SECONDS EAST; THENCE LEAVING SAID SOUTH LINE, SOUTHERLY 664.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 36 MINUTES 34 SECONDS; THENCE NON-TANGENT NORTH 75 DEGREES 38

MINUTES 43 SECONDS WEST 38.50 FEET; THENCE SOUTH 67 DEGREES 42 MINUTES 17 SECONDS WEST 58.00 FEET; THENCE SOUTH 31 DEGREES 03 MINUTES 16 SECONDS WEST 38.56 FEET TO A POINT ON THE AFOREMENTIONED CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,548.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 29 DEGREES 84 MINUTES 41 SECONDS EAST; THENCE SOUTHWESTERLY 286.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 35 MINUTES 29 SECONDS; THENCE TANGENT FROM SAID CURVE SOUTH 80 DEGREES 30 MINUTES 47 SECONDS WEST 307.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1,652.00 FEET; THENCE SOUTHWESTERLY 482.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 45 MINUTES 04 SECONDS; THENCE NON-TANGENT FROM SAID CURVE NORTH 77 DEGREES 43 MINUTES 43 SECONDS WEST 38.32 FEET; THENCE NORTH 27 DEGREES 59 MINUTES 23 SECONDS WEST 145.94 FEET; THENCE NORTH 49 DEGREES 21 MINUTES 37 SECONDS WEST 685.17 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 204 IN BLOCK 61 OF THE IRVINE'S SUBDIVISION IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF BARRANCA ROAD, AS DESCRIBED IN INSTRUMENT NO. 83-469894 OF OFFICIAL RECORDS, WITH THE SOUTHEASTERLY LINE OF PARCEL NO. 202.01 AS DESCRIBED IN THE DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED OCTOBER 2, 1963 IN BOOK 6743, PAGE 333 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY THE FOLLOWING COURSES:

- 1) S 52° 32' 01" W 70.51 FEET TO A POINT LYING 69.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE, BEING THE TRUE POINT OF BEGINNING;
- 2) THENCE CONTINUING S 52° 32' 01" W 210.53 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 1,910.00 FEET;
- 3) THENCE SOUTHWESTERLY ALONG SAID CURVE 395.80 FEET THROUGH A CENTRAL ANGLE OF 11° 52' 23";
- 4) THENCE S 40° 39' 38" W 328.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY WITH A RADIUS OF 1,565.00 FEET, BEING THE GENERALLY NORTHERLY LINE OF PARCEL NO. 403, AS DESCRIBED IN THE DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED NOVEMBER 3, 1965 IN BOOK 7728, PAGE 513 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE 1,680.58 FEET THROUGH A CENTRAL ANGLE OF 61° 31' 38"; THENCE, LEAVING SAID NORTHERLY LINE, N 47° 12' 25" W 241.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 600.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 22.44 FEET THROUGH A CENTRAL ANGLE OF 02° 08' 36" TO A POINT LYING 69.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF

BARRANCA ROAD; THENCE NORTHWESTERLY ALONG THE FOLLOWING COURSES, BEING PARALLEL TO AND CONCENTRIC WITH SAID CENTERLINE, AND LYING 69.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY, FROM SAID CENTERLINE:

- 1) N 49° 21' 01" W 325.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1,931.00 FEET;
- 2) THENCE NORTHWESTERLY ALONG SAID CURVE 162.62 FEET THROUGH A CENTRAL ANGLE OF 4° 49' 30";
- 3) THENCE N 54° 10' 31" W 200.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 2,069.00 FEET;
- 4) THENCE NORTHWESTERLY ALONG SAID CURVE 174.23 FEET THROUGH A CENTRAL ANGLE OF 4° 49' 30";
- 5) THENCE N 49° 21' 01" W 80.44 FEET TO THE TRUE POINT OF BEGINNING.

5. Cypress Park

Lot 3 of Tract No. 17394 in the City of Irvine, County of Orange, State of California per the map filed in Book 902, Pages 33 through 43 inclusive, of Miscellaneous Maps in the office of the County Recorder of said County.

6. Deerfield Park

Lot 74 of Tract No. 8625, as per the map filed in Book 348, Pages 48 to 50, inclusive, Miscellaneous Maps, in the office of the County Recorder of Orange County, California

7. Harvard Park

PARCEL A:

THAT PORTION OF LOT 188 IN BLOCK 63 IN IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST, NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED IN BOOK 11418, PAGE 1030 OF OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER LYING ON THE CENTERLINE OF HARVARD AVENUE, AS SHOWN ON THE MAP OF TRACT 7098, RECORDED IN BOOK 326, PAGES 14, THROUGH 17, INCLUSIVE OF SAID MISCELLANEOUS MAPS, SAID CENTERLINE ALSO BEING THE WESTERLY LINE OF PARCEL 101.1, AS DESCRIBED IN THE EASEMENT DEED RECORDED IN BOOK 9170; PAGE 959 OF SAID OFFICIAL RECORDS; THENCE NORTH 8° 52'35" EAST, 23.74 FEET ALONG SAID CENTERLINE TO A LINE PARALLEL WITH AND 23.74 FEET NORTHERLY FROM THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 81°07'25" WEST; 844.70 FEET ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN 150.00 FOOT WIDE ORANGE COUNTY FLOOD CONTROL DISTRICT EASEMENT DESCRIBED AS PARCEL "A-2" IN THAT CERTAIN EASEMENT DEED RECORDED IN BOOK 1618 PAGE 167 OF SAID OFFICIAL RECORDS; THENCE LEAVING SAID PARALLEL LINE NORTH 40°26'42" EAST, 60.69 FEET ALONG SAID CENTERLINE TO A LINE PARALLEL WITH AND .75.45 FEET NORTHERLY FROM THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED;

Exhibit "E"

THENCE LEAVING SAID CENTERLINE SOUTH 81°07' 1 25" EAST, 812.92 FEET ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH SAID CENTERLINE OF HARVARD AVENUE; THENCE LEAVING SAID PARALLEL LINE SOUTH 08°52'35" WEST, 51.71 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

PARCEL B:

Lot B of Tract No. 15937, per the map filed in Book 805, pages 1 through 5, inclusive, of Miscellaneous Maps in the Official Records of Orange County, California.

PARCEL C:

Those portions of Block 63, Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as per the map filed in Book 1, page 88, Miscellaneous Record Maps, records of said County, described as follows:

Beginning at the intersection of the centerline of Poplar Street as shown on a map of Tract No. 7099, filed in Book 326, pages 8 through 11, Miscellaneous Maps, records of said County, with the Westerly line of that certain 50.00 foot wide strip described as Parcel 101.1 in a deed to the County of Orange recorded in Book 9170, page 959, Official Records of said County; thence North 68° 34' 05" West 88.00 feet along the prolongation of said center line to Point "A" herein after referred to and the beginning of a curve concave Southerly and having a radius of 400.00 feet; thence Westerly 134.86 feet along said curve through an angle of 19°19' 00"; thence North 87°53' 05" West 1225.18 feet to the center line of that certain 150.00 foot wide strip of land described at Parcel "A-2" in an Agreement recorded in Book 1618, page 167, said Official Records; thence North 32° 27' 28" East 262.25 feet along said center line to an angle point therein; thence North 48° 10' 21" East 741.63 feet along said center line to an angle point therein; thence North 40° 26' 42" East 148.64 feet along said center line; thence South 81° 07' 25" East 859.28 feet to the Westerly line of said Parcel 101.1; thence South 8° 52' 35" West 140.00 feet along said Westerly line to the beginning of a curve therein concave Westerly and having a radius of 3140.00 feet; thence Southerly 668.09 feet along said curve through an angle of 12° 33' 20" to the point of beginning.

PARCEL D:

THAT PORTION OF LOT 188, BLOCK 63, OF IRVINE'S SUBDIVISION, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED AS THE "AMHERST COURT PARK PARCEL" IN EXHIBIT "4A" OF THAT CERTAIN DOCUMENT RECORDED MARCH 20, 1991 AS INSTRUMENT NO. 91-127802 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG THE NORTHERLY LINE OF SAID LAST DESCRIBED PARCEL, NORTH 81°07'33" WEST 516.40 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE WITH THE SOUTHEASTERLY LINE OF THAT CERTAIN 150.00 FEET WIDE EASEMENT TO ORANGE COUNTY FLOOD CONTROL DISTRICT DESCRIBED AS PARCEL "A-2" IN THAT CERTAIN DEED RECORDED FEBRUARY 4, 1948 IN BOOK 1618, PAGE 167 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE

Exhibit "E"

NORTH 40°28'05" EAST 157.30 FEET TO A POINT ON THE CENTERLINE OF WALNUT AVENUE AS SHOWN ON TRACT NO. 15232 FILED IN BOOK 746 PAGES 27 THROUGH 31, INCLUSIVE, OF MISCELLANEOUS MAPS IN SAID OFFICE OF THE COUNTY RECORDER SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 09°55'27" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CENTERLINE OF WALNUT AVENUE 36.65 FEET THROUGH A CENTRAL ANGLE OF 1°03'00"; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTERLINE OF WALNUT AVENUE SOUTH 81°07'33" EAST 397.34 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HARVARD AVENUE AS SAID CENTERLINE IS SHOWN ON THE MAP OF TRACT NO. 7098 FILED IN BOOK 326 PAGES 14 THROUGH 17, INCLUSIVE, OF MISCELLANEOUS MAPS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE, ALONG SAID CENTERLINE OF HARVARD AVENUE SOUTH 08°52'27" WEST 133.65 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS PREVIOUSLY DESCRIBED; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL "A-2" NORTH 40°28'05" EAST 92.29 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 38°23'33" WEST 88.45 FEET; THENCE SOUTH 39°37'16" WEST 1.91 FEET TO SAID NORTHERLY LINE OF SAID "AMHERST COURT PARK PARCEL"; THENCE WESTERLY ALONG SAID NORTHERLY LINE NORTH 81°07'33" WEST 3.80 FEET TO THE POINT OF BEGINNING.

8. Heritage Park

That portion of Block 85, Irvine's Subdivision in the City of Irvine, County of Orange, State of California, as per the map filed in Book 1, page 88, Miscellaneous Record Maps, records of said County, described as follows:

Commencing at the intersection of the centerline of Walnut Avenue with the centerline of proposed Yale Avenue as shown on S.M. 70-17 on file in the office of the County Surveyor of said County; thence North 40°36'57" East 238.00 feet along last mentioned centerline to the True Point of Beginning; thence North 49°23'03" West 211.00 feet; thence South 40°36'57" West 238.00 feet to the centerline of said Walnut Avenue; thence North 49°23'03" West 777.50 feet along said centerline; thence North 40°37'38" East 1148.10 feet; thence North 27°45'09" West 407.49 feet; thence North 49°13'12" West 984.07 feet to the Southeasterly line of the land described in a deed recorded in Book 1265, page 368, Official Records of said County; thence North 40°37'38" East 818.53 feet along said Southeasterly line to the Southwesterly line of the Santa Ana Freeway as described in a deed to the State of California recorded in Book 4072, page 65, said Official Records; thence South 27°45'09" East 2657.41 West along said Southeasterly line to the centerline of said proposed Yale Avenue; thence South 57°55'22" West 188.31 feet, more or less, along said centerline to the beginning of a curve therein concave Southeasterly and having a radius of 1400.00 feet, the Southwesterly terminus of said curve being tangent to a line that bears North 40°36'57" East 305.72 feet from the True Point of Beginning; thence Southwesterly 422.89 feet along said curve and centerline through an angle of 17°18'25" to said Southwesterly terminus; thence South 40°36'57" West 305.72 feet along said centerline to the True Point of Beginning.

EXCEPTING THEREFROM that land lying within the following described parcel:

Exhibit "E"

That portion of Lot 183 in Block 85 of Irvine's Subdivision, as shown on the map recorded in Book 1, page 88 of Miscellaneous Maps, in the office of the County Recorder of said county, lying Southwesterly of the Southwesterly line of the land described as Parcel 2 in deed to the State of California recorded in Book 4072, page 65 of Official Records in said office, and lying Northeasterly of the following described line:

Beginning at a point in the Northwesterly line of the land described in deed to James J. Martin et ux., recorded in Book 550, page 106 of Deeds in said office distant along said Northwesterly line S 40° 38' 30" W, 236.70 feet from the most Southerly corner of the land conveyed to the State of California, by deed recorded in Book 3652, page 551 of said Official Records; thence S 38° 55' 00" E, 3.02 feet; thence S 36° 57' 45" E, 746.41 feet to a tangent curve concave Southwesterly and having a radius of 6000.0 feet, said curve also being tangent to a line parallel with and distant Southwesterly 38.00 feet, measured at right angles, from Course 88 described in said deed to the State of California, recorded in Book 4072, page 65 of said Official Records. Thence Southeasterly, along said curve, through an angle of 09° 11' 58", an arc distance of 963.36 feet to said parallel line; thence along said parallel line S 27° 45' 47" E, 335.11 feet to the Southeasterly line of said Lot 183.

9. Hicks Canyon Park

Lots 4 and 5 of Tract No. 15652 as shown on the map filed in Book 778, Pages 43 through 48, inclusive, of Miscellaneous Maps, Records of Orange County, California.

10. Las Lomas Park

Lot 5, Tract 16169, as shown on the map filed as Instrument No. 20010401401 in Book 819, Pages 17 to 24, inclusive, in the Official Records of Orange County, California.

11. Lower Peters Canyon Park

THAT PORTION OF LAND IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, LYING WITHIN LOT 179 OF BLOCK 64 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF SAID LOT 179, SAID EASTERLY CORNER BEING LOCATED AT THE CENTERLINE INTERSECTION OF CULVER DRIVE AND BRYAN AVENUE, AS SHOWN ON TRACT NO. 15661 RECORDED IN BOOK 770, PAGES 12 THROUGH 20 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY RECORDER; THENCE NORTH 49°18'30" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 179 AND SAID CENTERLINE OF BRYAN AVENUE, 685.95 FEET; THENCE SOUTH 40°41'30" WEST, 37.90 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID BRYAN AVENUE, AS DESCRIBED IN PARCEL 4 OF THAT CERTAIN GRANT OF EASEMENT RECORDED MARCH 13, 2000 AS INSTRUMENT NO. 20000129620 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY RECORDER, SAID POINT BEING ON THAT CERTAIN COURSE DESCRIBED AS "SOUTH 52°25'26" EAST, 249.61 FEET IN SAID PARCEL 4, DISTANT THEREON NORTH 52°25'26" WEST, 119.25 FEET FROM THE SOUTHEASTERLY TERMINUS THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 4 THE FOLLOWING COURSES: SOUTH 52°25'26" EAST, 119.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1959.00 FEET; SOUTHEASTERLY ALONG SAID CURVE

Exhibit "E"

100.15 FEET THROUGH A CENTRAL ANGLE OF 02°55'45"; TANGENT FROM SAID CURVE SOUTH 49°29'41" EAST, 51.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 163.75 FEET; SOUTHEASTERLY ALONG SAID CURVE 43.41 FEET THROUGH A CENTRAL ANGLE OF 15°11'21" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 179.75 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 55°41'40" EAST; SOUTHEASTERLY ALONG SAID CURVE 47.65 FEET THROUGH A CENTRAL ANGLE OF 15°11'21" AND TANGENT FROM SAID CURVE SOUTH 49°29'41" EAST, 200.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 4, SAID SOUTHERLY CORNER ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF PARCEL 1 OF SAID INSTRUMENT NO. 20000129620, SAID ANGLE POINT BEING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°18'50" EAST, 37.55 FEET" IN SAID PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES: SOUTH 03°18'50" EAST, 37.55 FEET TO A LINE PARALLEL WITH AND 99.11 FEET NORTHWESTERLY OF SAID CENTERLINE OF CULVER DRIVE; ALONG SAID PARALLEL LINE SOUTH 40°42'47" WEST, 39.70 FEET; SOUTH 44°31'38" WEST, 60.13 FEET TO A LINE PARALLEL WITH AND 103.11 FEET NORTHWESTERLY OF SAID CENTERLINE; ALONG SAID PARALLEL LINE SOUTH 40°42'47" WEST, 60.60 FEET; SOUTH 36°53'56" WEST, 60.13 FEET TO A LINE PARALLEL WITH AND 99.11 FEET NORTHWESTERLY OF SAID CENTERLINE; ALONG SAID PARALLEL LINE SOUTH 40°42'47" WEST, 204.95 FEET AND SOUTH 39°45'30" WEST, 260.35 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS BEING "NORTH 49°17'13" WEST, 64.77 FEET" IN THE NORTHEASTERLY LINE OF SAID TRACT NO. 15661; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES: SOUTH 84°10'10" WEST, 37.79 FEET; NORTH 49°17'34" WEST, 313.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 58.00 FEET; WESTERLY THROUGH A CENTRAL ANGLE OF 56°32'24" AN ARC DISTANCE OF 57.23 FEET; NORTH 02°12'57" EAST, 33.81 FEET AND NORTH 49°16'31" WEST, 182.89 FEET MORE OR LESS TO THE INTERSECTION OF A LINE BEARING SOUTH 40°43'29" WEST AND PASSING THROUGH SAID TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID INTERSECTING LINE NORTH 40°43'29" EAST, 740.87 FEET TO THE TRUE POINT OF BEGINNING.

12. Mark Daily Athletic Field

Parcels 2 and D as shown on the map filed in Book 85, Pages 42 through 44 inclusive, Parcel Maps, Records of Orange County

13. Mike Ward Community Park – Woodbridge

Parcel 1 of Parcel Map, as shown on the Map filed in Book 135, Pages 11 through 15 inclusive of Parcel Maps, in the Office of the County Recorder of said County, except therefrom Parcel 1 of Parcel Map No. 84-0603 as shown on the Map filed in Book 191, Pages 29 through 31 inclusive of Parcel Maps of said County.

14. Northwood Park

All that certain land situated in the State of California, County of Orange, City of Irvine, described as follows:

Exhibit "E"

That portion of Lot "C-5" and that portion of Lot "C-6" of Tract No. 282, together with that portion of Morris Road, 60.00 feet wide, adjoining said lots on the Northwest and that portion of an unnamed road (now known as Bryan Avenue) 60.00 feet wide, adjoining said lots on the Southwest described as a whole as follows:

Beginning at the intersection of the centerline of an unnamed road (now known as Yale Avenue), 60.00 feet wide, adjoining said lots on the Southeast with the centerline of said unnamed road (now known as Bryan Avenue); thence along said centerline of said unnamed road (now known as Yale Avenue) North $40^{\circ}39'32''$ East 1349.10 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 1200.00 feet; thence Southwesterly along said curve through a central angle of $33^{\circ}31'28''$ an arc distance of 702.13 feet; thence South $74^{\circ}11'00''$ West 471.87 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1200.00 feet; thence Southwesterly along said curve through a central angle of $15^{\circ}35'15''$ an arc distance of 326.46 feet to a point in said centerline of said unnamed road (now known as Bryan Avenue), a radial line of said curve to said point bears North $31^{\circ}24'15''$ West, said point also being the TRUE POINT OF BEGINNING; thence along said last mentioned centerline North $49^{\circ}21'44''$ West 719.53 feet to the centerline of said Morris Road; thence along said last mentioned centerline North $40^{\circ}42'04''$ East 899.72 feet to the Northwesterly prolongation of the Northeasterly line of said Lot "C-5"; thence along said prolongation to and along said Northeasterly line South $49^{\circ}22'00''$ East 1233.11 feet to a point in that certain curve hereinbefore described as being concave Northwesterly, having a radius of 1200.00 feet and an arc length of 702.13 feet; a radial line of said curve to said point bears South $27^{\circ}21'07''$ East; thence along those certain courses hereinbefore described as follows:

Southwesterly along said curve through a central angle of $11^{\circ}32'07''$ an arc distance of 241.59 feet; South $74^{\circ}11'00''$ West 471.87 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1200.00 feet; and Southwesterly along said curve through a central angle of $15^{\circ}35'15''$ an arc distance of 326.46 feet to the TRUE POINT OF BEGINNING.

15. Oak Creek Park

THAT PORTION OF LOT 259, BLOCK 123 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SITE "D", DESCRIBED IN A GIFT DEED TO THE CITY OF IRVINE, RECORDED NOVEMBER 12, 1996 AS INSTRUMENT NO. 19960569864 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID NORTHERLY CORNER BEING ON THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SOUTHERN CALIFORNIA EDISON, RECORDED IN BOOK 9944, PAGE 607 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH $40^{\circ}38'19''$ EAST 214.29 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE IRVINE COMPANY RECORDED IN BOOK 10700, PAGE 724 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER AND THE TRUE POINT OF BEGINNING; THENCE NORTH $40^{\circ}38'19''$ EAST 487.47 FEET TO THE SOUTHWESTERLY LINE OF PARCEL MAP NO. 97-206 AS PER MAP FILED IN BOOK 307, PAGES 1 THROUGH 41 INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID SOUTHWESTERLY

LINE SOUTH 49°21'45" EAST 1095.16 FEET TO A POINT ON A LINE PARALLEL AND CONCENTRIC WITH AND 64.00 FEET NORTHWESTERLY OF THE "ULTIMATE" CENTERLINE OF SAND CANYON AVENUE AS SHOWN ON SAID PARCEL MAP NO. 97-206, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2464.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 50°42'37" WEST; THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC AND PARALLEL LINE THE FOLLOWING TWO COURSES; SOUTHWESTERLY 14.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°19'50"; SOUTH 38°57'33" WEST 430.12 FEET TO SAID SOUTHWESTERLY LINE OF SAID DEED TO THE IRVINE COMPANY AS DESCRIBED IN BOOK 10700, PAGE 724 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 48°21'52" WEST 203.66 FEET; THENCE NORTH 52°19'42" WEST 905.73 FEET TO THE TRUE POINT OF BEGINNING.

16. Operations and Support Facility

PARCEL A:

The northwesterly 521.68 feet of the southeasterly 1400.36 feet of the southwesterly 835.00 feet of the northeasterly 1199.00 feet of Lot 256, Block 123 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps in the Office or the County Recorder of said Orange County.

EXCEPTING THEREFROM the southeasterly 464.68 feet of the northeasterly 380.00 feet or the aforescribed parcel.

PARCEL B:

The northwesterly 260.83 feet of the southeasterly 1661.19 feet of the southwesterly 835.00 feet of the northeasterly 1199.00 feet of Lot 256, Block 123 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said Orange County.

PARCEL C:

That portion of Lot 256, Block 123 of Irvine's Subdivision, as per map filed in Book 1, Page 88 of Miscellaneous Record Maps, records of said County, described as follows:

Commencing at the most easterly corner of said Lot 256; thence South 39° 52' 45" West 364.00 feet along the southeasterly line of said lot; thence North 50° 06' 12" West 50.00 feet to a point, hereinafter referred to as Point "A", on the northwesterly right of way line of Sand Canyon Avenue, of variable width, as described in Parcel No. 105 of the deed to the County of Orange recorded November 5, 1969 in Book 9130, page 465 of Official Records of said County; thence continuing North 50° 06' 12" West 771.68 feet to the TRUE POINT OF BEGINNING; thence continuing North 50° 06' 12" West 521.68 feet; thence South 39° 52' 45" West 380.00 feet; thence South 50° 06' 12" East 521.68 feet; thence North 39° 52' 45" East 380.00 feet to the True Point of Beginning.

PARCEL D:

THAT PORTION OF LOT 256 OF BLOCK 123 OF IRVINE'S SUBDIVISION IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA. AS SHOWN ON

THE MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 117.72 FEET IN WIDTH, THE NORTHWESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 39°52'38" EAST 214.00 FEET" FOR A PORTION OF THE SOUTHEASTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 83-0606 AS FILED IN BOOK 192, PAGE 11 AND 12 IN THE OFFICE OF SAID COUNTY RECORDER: THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 39°52' 38" WEST 214. 00 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 2. THE SOUTHEASTERLY SIDELINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHEASTERLY IN A LINE PARALLEL WITH AND 150. 00 FEET SOUTHWESTERLY FROM THE CENTERLINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS SHOWN ON SAID PARCEL MAP NO. 83-0606, AND SOUTHWESTERLY IN THE NORTHEASTERLY LINE OF THE DEED TO THE CITY OF IRVINE AS RECORDED SEPTEMBER 18, 1987 AS INSTRUMENT NO. 87-528317 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

17. Quail Hill Park

LOT 2 OF TRACT NO. 16225 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 829, PAGES 1 THROUGH 26, INCLUSIVE, OF MISCELLANEOUS MAPS, & PARCEL 1 OF CITY OF IRVINE LOT LINE ADJUSTMENT 369157-LL RECORDED OCTOBER 20, 2004 AS INSTRUMENT 2004000946910 ALL OF OFFICIAL RECORDS OF SAID COUNTY.

18. Rancho san Joaquin Senior Center

Lot 7 of Tract No. 9742 as shown on the map filed in Book 407, Pages 24 through 35 inclusive, Miscellaneous Maps, Records of Orange County.

19. Turtle Rock Park

That portion of Blocks 126 and 127, Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as per map filed in Book 1, page 88, Miscellaneous Record Maps, records of said County, described as follows:

Beginning at the most Easterly corner of Tract No. 7687, as per map filed in Book 299, pages 35 through 38, Miscellaneous Maps, records of said County; thence along the boundary of said Tract the following described courses: North 34°07'20" West 60.00 feet; North 20°26'20" West 679.90 feet; North 38°16'08" West 3.89 feet; North 38°16'08" West 40.24 feet to the centerline of Turtle Rock Drive as described in a deed recorded in Book 11539, page 1510, Official Records of said County; thence North 57°55'27" East 597.54 feet along said centerline; thence South 32°04'33" East 707.15 feet to a point on a non-tangent 2060.00 foot radius curve that is concave Southeasterly, a radial to said point bears North 25°28'27" West, said curve being concentric with that certain 1940.00 foot radius curve in the Northeasterly line of an easement to the Southern California Edison Company recorded in Book 8814, page 766, said Official Records; thence South 25°28'27" East 120.00 along said radial to said Northeasterly line; thence Southwesterly 292.82 feet along said curve through a central angle of 8°38'53"; thence South 55°52'40" West 419.80 feet along said line; thence North 34°07'40" West 60.00 feet to the point of beginning.

20. University Park

That portion of Blocks 88 and 89 of Irvine's Subdivision in the City of Irvine, County of Orange, State of California, per map recorded in Book 1, Page 88 of Miscellaneous Record Maps in the office of the County Recorder of said County described as follows:

Beginning at the Southwest corner of the 9.964 acre parcel shown on the map filed in Book 86, Page 40 of Record of Surveys in the office of said County Recorder, said corner being on the Easterly line of Seton Road as shown on the map of Tract No. 6236 recorded in Book 236, Pages 24 to 31 inclusive of Miscellaneous Maps in the office of said County Recorder; thence South 17° 34' 49" West 57.33 feet along said Easterly line to the beginning of a tangent curve therein concave Northwesterly and having a radius of 3030.00 feet; thence Southwesterly 361.55 feet along said curve and said Easterly line through a central angle of 60° 50' 12" to the true point of beginning; thence South 73° 32' 43" East 244.03 feet; thence North 27° 15' 24" East 192.18 feet to the intersection of the Southerly prolongation of the Easterly line of the land described as Parcel 2 in Amendment No. 1 to Lease recorded in Book 9494, Page 704 of Official Records of said County with a line parallel with and

Southwesterly 60.00 feet from the Southeasterly prolongation of the Southwesterly line of the land described in Amendment No. 6 to Lease recorded in Book 9249, Page 354 of said Official Records; thence North 17° 34' 49" East 304.35 feet along said Southerly prolongation and said Easterly line to the Southerly line of said 9.964 Acre parcel; thence South 89° 58' 12" East 623.86 feet along said Southerly line to the Westerly line of Royce Road as shown on the map of Tract No. 6521 recorded in Book 245, Pages 30 to 32 inclusive of said Miscellaneous Maps; thence South 0° 15' 29" West 56.63 feet along said Westerly line to the beginning of a tangent curve therein concave Easterly and having a radius of 480.00 feet; thence Southeasterly 259.47 feet along said curve and said Westerly line through a central angle of 30° 58' 21" to a reverse curve in the Westerly line of Beech Tree Lane as shown on the map of Tract No. 6522 recorded in Book 245, Pages 33 to 35 inclusive of said Miscellaneous Maps, said curve being concave Westerly and having a radius of 15.00 feet; thence Southwesterly 22.20 feet along said curve and said Westerly line

through a central angle of 84° 47' 04"; thence tangent to said curve South 54° 04' 12" West 56.93 feet along said Westerly line to the beginning of a tangent curve therein concave Southeasterly and having a radius of 430.00 feet; thence Southerly 298.82 feet along said curve and said Westerly line through a central angle of 39° 49' 01"; thence tangent to said curve South 14° 15' 11" West 137.21 feet along said Westerly line; thence West 581.38 feet; thence South 91.69 feet; thence West 515.95 feet to a point on said 3030.00 foot radius curve in said Easterly line of Seton Road, a radial to said point bears South 56° 12' 34" East; thence Northeasterly 495.71 feet along said curve and said Easterly line through a central angle of 9° 22' 25" to the true point of beginning.

21. Windrow Park

Lots AA, 29 and 30 of Tract No. 9123 as per the map filed in Book 365, Pages 29 through 38 inclusive, Miscellaneous Maps, Records of Orange County.

22. Woodbury Park

Lot 230 of Tract No. 16577, as shown on the map filed on June 4, 2004, in Book 857, Pages 26 through 43, inclusive, of Miscellaneous Maps, Instrument No. 2004000505520, records of Orange County, California.

Grantor shall have the right, by duly recorded amendment(s) to this Grant Deed, to unilaterally provide further descriptions or depictions (or both) of all or portions of the Benefited Property described above.