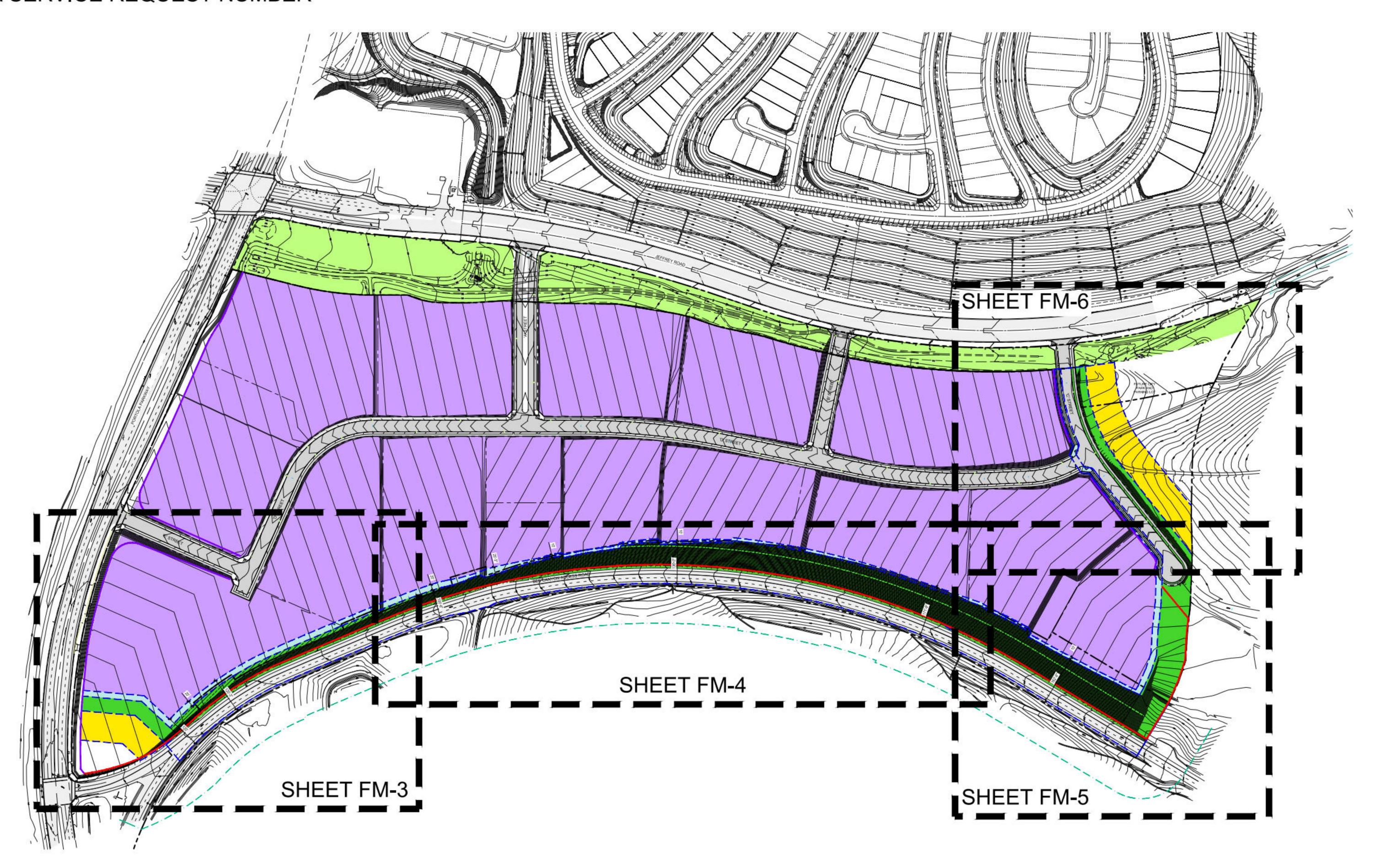
Appendix J-3Conceptual Fuel Modification Plan

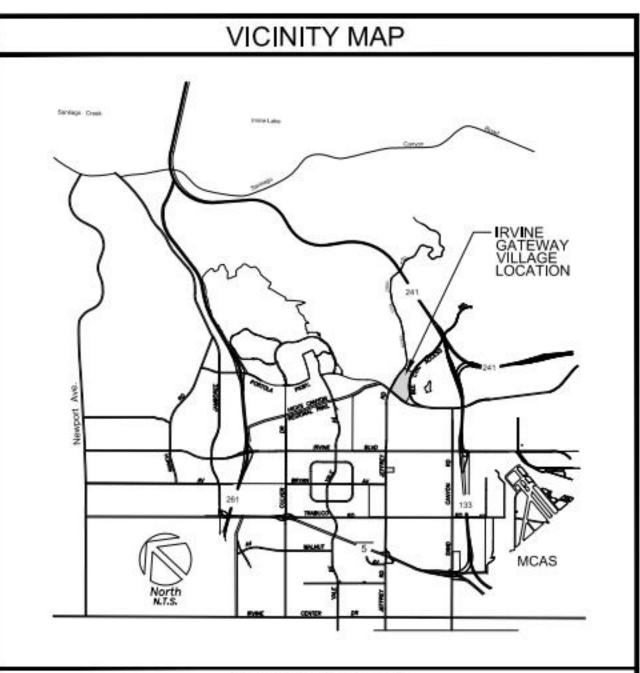
IRVINE GATEWAY VILLAGE CONCEPTUAL FUEL MODIFICATION PLAN

VESTING TENTATIVE TRACT MAP 19352

IRVINE, CALIFORNIA

OCFA SERVICE REQUEST NUMBER





SHEET INDEX

NO. IN S	ET SHEET TITLE
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	METHODS REQUEST (AM&M)
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FM-4	FUEL MODIFICATION LAYOUT
FM-5	FUEL MODIFICATION LAYOUT
FM-6	FUEL MODIFICATION LAYOUT

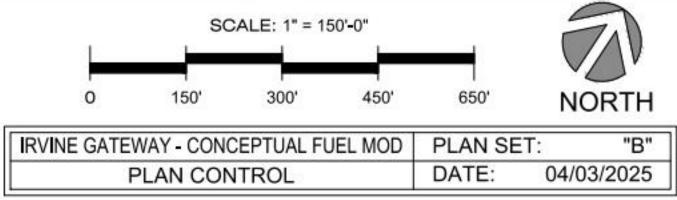
EASEMENT SHEETS

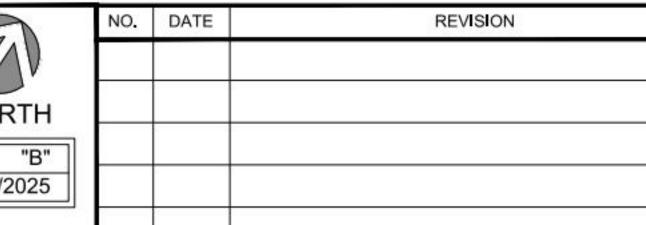
EASEMENT SHEETS

ADDITIONAL NOTES

- THERE IS NO EXISTING FEDERALLY PROTECTED ANIMAL OR BIRD HABITAT WITHIN THE FUEL MODIFICATION AREAS WE ARE PROPOSING.
- THERE IS NO RESTRICTION REGARDING THE DATES OF PLANT DENSITY
 THINNING THROUGHOUT THE YEAR.
- MAINTENANCE IS REQUIRED IN THE LATE SPRING AND EARLY FALL EACH YEAR.
 THE PROJECT LANDSCAPE ARCHITECT HAS RESEARCHED THE SOIL AND
- STEEPNESS OF THE SLOPES AND THERE ARE NO GEOLOGICAL ISSUES PREVENTING THE REQUIRED MAINTENANCE TO BE PERFORMED.
- A 20' WIDE, 13'-6" VERTICAL CLEARANCE SHALL BE MAINTAINED AT ALL TIMES ON FIRE ACCESS ROADS. REFER TO THE APPROVED FIRE MASTER PLAN.

OCFA APPROVAL











Properties

3200 PARK CENTER DRIVE, SUITE 1000
COSTA MESA, CA 92626
(714) 200-1500

PLANNING, INC.

28506 AIROSO STREET
RANCHO MISSION VIEJO, CA 92694
(949) 240-5911



CONCEPTUAL FUEL MODIFICATION PLAN IRVINE GATEWAY VILLAGE - VTTM 19352

TITLE SHEET

OCFA SERVICE REQUEST NUMBER

FM-

SHEET

ORANGE COUNTY FIRE AUTHORITY

NO. DATE

OCFA GUIDELINE C-05 - FUEL MODIFICATION ZONES

3. BUILDING FOUNDATION SETBACK (NO DESIGN ALTERNATIVES ALLOWED)

B. SETBACK FROM THE SLOPE NEAREST THE FOUNDATION.

D. AUTOMATIC IRRIGATION SYSTEMS TO MAINTAIN HEALTHY VEGETATION WITH HIGH MOISTURE CONTENT AND BE REGULARLY IRRIGATED.

E. PLANTS IN THIS ZONE SHALL BE HIGHLY FIRE RESISTANT AND SELECTED FROM ATTACHMENT 8 (REFER TO ATTACHMENT 8 AND SECTION 3). F. IF ALL ZONES A-D ARE TO BE MAINTAINED BY THE STRUCTURE OWNER, THEN ZONE A SHALL BEGIN

REQUIRED AT THE NEAREST SLOPE ADJOINING ZONE A.

COULD REPLACE ZONES C/D WHEN GRADING PLANS REQUIRE LARGER REPLANTED AREAS. ALL PLANT SPECIES DESIGNED FOR ZONE B SHALL BE SELECTED FROM ATTACHMENT 8, EXISTING FUEL MODIFICATION MAINTENANCE PROGRAMS ARE LIMITED TO THE PLANTS LISTED ON THE APPROVED PLANS UNLESS A REVISION IS REQUESTED, PLANTING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH

PLANTING RESTRICTIONS FROM ATTACHMENTS 6, 7, AND 8. 5. NO COMBUSTIBLE CONSTRUCTION IS ALLOWED WITHIN ZONE B.

ONE NATURAL VEGETATION THINNING (ZONE C) OR TWO THINNING ZONES (ZONE C/D).

PLANTING INSTALLATION PER ATTACHMENT 6, IF INSTALLING PLANTS.

 PLANTS SPECIES INTRODUCED INTO ZONE C AND D SHALL BE SELECTED FROM ATTACHMENT 8. MAINTENANCE SHALL BE IN ACCORDANCE WITH ATTACHMENTS 6 AND 7. (SEE SECTION 3) NO COMBUSTIBLE CONSTRUCTION IS ALLOWED WITHIN ZONE C AND D.

OCFA GUIDELINE C-05 - SECTION 1.S THE DEVELOPER WILL OBTAIN PLANTING PLAN APPROVAL FROM OCFA PRIOR TO RECEIVING FINAL APPROVAL FROM ALL OTHER PERMITTING AGENCIES; WITHIN FMZS FMZ, INTERIOR SLOPES / COMMON AREA

FMZ, SMA AND RPZ LAND AREAS WERE PURCHASED AND DEDICATED FOR THE PURPOSES OF WILDFIRE MAINTENANCE ACTIVITIES, BEAUTIFICATION, AND EROSION CONTROL, PROTECTED PLANTS AND HABITAT IDENTIFIED AFTER FUEL MODIFICATION PLAN APPROVAL THROUGH SURVEYS OR OTHER BIOLOGICAL PROGRAMS CANNOT BE RETROFITTED BACK WITHIN THE LIMITS OF THESE AREAS.

THE DEVELOPER IS RESPONSIBLE TO ENSURE THE CALCULATED REVENUE FROM HOMEOWNERS DUES. IS SUFFICIENT TO COVER THE COST OF FUTURE MAINTENANCE, BASED ON THE ORIGINALLY APPROVED DESIGN. CHANGES TO THE FUEL MODIFICATION AREAS OR INTERRUPTED MAINTENANCE ACTIVITIES BY THE FINAL LANDOWNER, AFTER THE FINAL LANDOWNER HAS ACCEPTED THE LONG-TERM MAINTENANCE RESPONSIBILITY, BECOME THE RESPONSIBILITY OF THE FINAL LANDOWNER.

WHEN A REQUIRED MAINTENANCE AREA IS LOCATED ON COMMONLY OWNED LAND, WHILE THE REQUIRED ZONE "A" IS LOCATED ON HOMEOWNERS LAND, A WRITTEN DISCLOSURE REGARDING THE ZONE "A" AND VEGETATION REQUIREMENT IS REQUIRED TO BE SIGNED BY THE HOMEOWNER AND THE LOT NUMBER THE FMZ, SMA AND RPZ SHALL BE MAINTAINED IN PERPETUITY FOR FIRE SAFETY PURPOSES, IN

ACCORDANCE WITH RECORDED COVENANTS AND CC AND R'S, AND PROPERTY TITLE RESTRICTIONS. PRIOR TO DROPPING OF LUMBER, CALL FOR A VEGETATION CLEARANCE INSPECTION: PRIOR TO DROPPING LUMBER, THE DEVELOPER/BUILDER SHALL PROVIDE A SEPARATION OF COMBUSTIBLE VEGETATION FOR A MINIMUM DISTANCE OF 100 FEET FROM THE LOCATION OF THE STRUCTURES AND LUMBER STOCK-PILE. AN INSPECTION SIGN-OFF AND/OR RELEASE LETTER TO THE BUILDING DEPARTMENT IS REQUIRED.

ATTACHMENT 1 - NEW CONSTRUCTION INSEPCTION REQUIREMENTS THE BUILDER OR DEVELOPER SHALL CALL OCFA INSPECTION SCHEDULING AT 714-573-6150 FOR THESE 3

PRIOR TO DROPPING OF LUMBER: SCHEDULE A, "VEGETATION CLEARANCE" INSPECTION: PRIOR TO DROPPING LUMBER, THE DEVELOPER/BUILDER SHALL PROVIDE A SEPARATION OF COMBUSTIBLE VEGETATION FOR A MINIMUM DISTANCE OF 100 FEET FROM THE LOCATION OF THE STRUCTURES AND LUMBER STOCK-PILE. AN INSPECTION SIGN-OFF AND/OR RELEASE LETTER TO THE BUILDING DEPARTMENT IS

PRIOR TO OCCUPANCY OF THE BUILDING: SCHEDULE A, "FINAL FUEL MODIFICATION" INSPECTION: THE FMZ, SMA, AND RPZ ADJACENT TO STRUCTURES MUST BE INSTALLED, IRRIGATED, AND INSPECTED. THIS INCLUDES PHYSICAL INSTALLATION OF FEATURES IDENTIFIED IN THE APPROVED PRECISE FUEL MODIFICATION PLANS (INCLUDING, BUT NOT LIMITED TO, PLANT ESTABLISHMENT, THINNING, IRRIGATION, ZONE MARKERS, ACCESS EASEMENTS, ETC.), AN OCFA INSPECTOR WILL PROVIDE WRITTEN APPROVAL OF COMPLETION AT THE TIME OF THIS FINAL INSPECTION ON THE BUILDING CARD. A WRITTEN DISCLOSURE WILL BE REQUESTED BY THE OCFA INSPECTOR INDICATING THAT THE LANDOWNER IS AWARE OF THE FMZ ON THEIR LAND. PRIOR TO HOMEOWNER ASSOCIATION (HOA) OR LANDOWNER MAINTENANCE ACCEPTANCE FROM

A. THE INSPECTION / MEETING MUST INCLUDE THE FOLLOWING REPRESENTATIVES:

PROPERTY MANAGER OR HOMEOWNER

4. INSTALLING LANDSCAPE COMPANY

B. AT THE TIME OF TURNOVER, THE FUEL MODIFICATION AREAS SHALL BE MAINTAINED BY THE DEVELOPER OR BUILDER AS ORIGINALLY INSTALLED AND APPROVED.

C. THE ACCEPTING LANDOWNER IS RESPONSIBLE FOR ENSURING THE DEVELOPER OR BUILDER SUFFICIENTLY CALCULATED THE AMOUNT OF REVENUE NEEDED TO PERFORM THE ON-GOING MAINTENANCE OF THE FMZS AND ANY SMAS PER THE APPROVED PLANS.

D. A COPY OF THE APPROVED PLANS MUST BE PROVIDED TO THE HOA REPRESENTATIVES OR

E. LANDSCAPE ARCHITECT MUST CONVEY ONGOING MAINTENANCE REQUIREMENTS TO HOA REPRESENTATIVES OR HOMEOWNER.

F. AN OCFA WRITTEN DISCLOSURE WILL BE REQUIRED TO BE SIGNED BY THE HOA REPRESENTATIVES OR HOMEOWNER INDICATING THAT THE HOA OR HOMEOWNER IS AWARE OF THE FMZ ON THEIR LAND AND THAT THEY ARE AWARE OF THE IMPORTANCE OF THE RETAINING THE PLANS AND THE ON-GOING G. THE RESPONSIBILITY AND NECESSARY LANGUAGE FOR MAINTENANCE MUST ALSO BE STATED WITHIN

H. AN OCFA WRITTEN DISCLOSURE WILL BE REQUIRED TO BE SIGNED BY THE HOA REPRESENTATIVES OR HOMEOWNER INDICATING THAT THE HOA OR HOMEOWNER IS AWARE OF THE FMZ ON THEIR LAND AND THAT THEY ARE AWARE OF THE IMPORTANCE OF THE RETAINING THE PLANS AND THE ON-GOING

THE RESPONSIBILITY AND NECESSARY LANGUAGE FOR MAINTENANCE MUST ALSO BE STATED WITHIN THE CC AND R'S (REFER TO ATTACHMENT 5).

ATTACHMENT 2 - INTRODUCTORY MAINTENANCE INFORMATION

EMERGENCY ACCESS COVENANTS SHALL BE IDENTIFIED ON THE TRACT MAP INDICATING THE RESERVATION AND RESTRICTION FOR PERMANENT ENTRY BY THE HOA OR FIRE AUTHORITY.

A, ON-GOING MAINTENANCE SHALL OCCUR AS TO PRESERVE THE ORIGINALLY APPROVED DESIGN AS FOUND ON THE APPROVED PLANS, ATTACHMENT 6 SPACING IS REQUIRED AND ONLY APPROVED PLANTING SPECIES AND ARRANGEMENTS ON THE PLANS ARE PERPETUALLY PRESERVED. B. THE PROPERTY OWNER IS RESPONSIBLE FOR ALL MAINTENANCE OF FMZ, SMA, AND RPZ. . THIS INCLUDES A MINIMUM OF TWO MAINTENANCE ACTIVITIES EACH YEAR.

D. PERFORM MAINTENANCE SOMETIME WITHIN TIME PERIODS OF MIDDLE TO LATE SPRING AND ONCE.

E. OTHER ACTIVITIES INCLUDE: GRASSES ARE CUT TO 4 INCHES AFTER ANNUAL SEEDING. ATTACHED DEAD AND DYING, ALL VEGETATION LITTER, AND ATTACHMENT 7 SPECIES REMOVED FROM THE ZONES. MAINTENANCE OF IRRIGATION SYSTEMS. REPLACEMENT OF DEAD OR DYING VEGETATION WITH APPROVED SPECIES. REMOVAL OF TREES AND SHRUBS NOT ON THE APPROVED PLANS. F. IF MAINTAINED BY AN HOA, THE LANDSCAPE MAINTENANCE COMPANY AND/OR PROPERTY MANAGER

ACTIVITIES NEED TO TAKE PLACE. G. THE OCFA MAY CONDUCT INSPECTIONS OF ESTABLISHED FUEL MODIFICATION AREAS, ONGOING MAINTENANCE SHALL BE CONDUCTED A MINIMUM OF TWICE EACH YEAR REGARDLESS OF THE

H. THE PROPERTY OWNER SHALL RETAIN ALL APPROVED FUEL MODIFICATION PLANS, THE PLANS SHALL BE USED TO PERFORM THE MAINTENANCE.

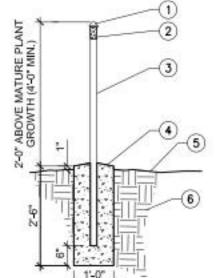
ON-GOING MAINTENANCE SHALL OCCUR PER THE CURRENT POSTED OCFA VEGETATION MODIFICATION MAINTENANCE GUIDELINES AT OCFA.ORG". DISTANCES OF FMZ, SMA, AND RPZ WILL ALWAYS REMAIN

ATTACHMENT 3 - INCLINE MEASUREMENT INCLINE MEASUREMENT FOR SELECTED SLOPES (SEE ATTACHMENT 4) 45° (100%) 40° (84%) 4 30° (58%) 15" (27%) ZONE ZONE ZONE ZONE

REVISION

ATTACHMENT 4 - IDENTIFICATION MARKER DETAIL

ZONE MARKER DETAILS (MARKER DISTANCE SHALL BE INCREASED ON SLOPES TO ACCOMMODATE INCLINE MEASUREMENTS IN ACCORDANCE WITH ATTACHMENT 3)



(1) POST CAP (2) 2" X 3" ZONE INDICATOR 3) 2" DIA. GALVANIZED POST 4) CONCRETE FOOTING 2500 PSI @ 28 DAYS 5) FINISH GRADE 6) COMPACTED SUBGRADE

ATTACHMENT 5 - SAMPLE CC&R MAINTENANCE LANGUAGE

IT IS RECOMMENDED THAT THE FOLLOWING LANGUAGE BE INCLUDED IN THE CC&RS RECORDED FOR A COMMON INTEREST DEVELOPMENT:

'THE DUTY OF THE HOMEOWNERS' ASSOCIATION TO PERFORM "FIRE PREVENTION MAINTENANCE" (AS DEFINED BELOW) FOR ALL FMZS AND MANUFACTURED INTERIOR SLOPES WITHIN THE DEVELOPMENT SHALL BE INCLUDED AS AN EXPRESS OBLIGATION IN THE RECORDED CC&RS FOR THE DEVELOPMENT. SIMILARLY, EACH OWNER WHOSE LOT (OR CONDOMINIUM) IS SUBJECT TO FMZ RESTRICTIONS (E.G., NON-COMBUSTIBLE STRUCTURE SETBACK, ETC.) SHALL BE OBLIGATED TO COMPLY WITH SUCH RESTRICTIONS."

THE OCFA WILL BE DESIGNATED AS A THIRD PARTY BENEFICIARY OF A HOMEOWNER ASSOCIATION'S DUTY TO PERFORM "FIRE PREVENTION MAINTENANCE" (AS DEFINED BELOW) FOR ALL PORTIONS OF THE ASSOCIATION PROPERTY OR COMMON AREA THAT CONSTITUTE FMZS AND DESIGNATED INTERIOR/MANUFACTURED SLOPES TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AND OF ANY OWNER'S DUTY TO COMPLY WITH ANY FMZ RESTRICTIONS APPLICABLE TO THEIR LOT OR CONDOMINIUM. ADDITIONALLY, OCFA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THE HOMEOWNERS' ASSOCIATION'S DUTY TO PERFORM SUCH FIRE PREVENTION MAINTENANCE, AND TO ENFORCE COMPLIANCE BY ANY OWNER WITH ANY FMZ RESTRICTIONS APPLICABLE TO THEIR LOT OR CONDOMINIUM. IN FURTHERANCE OF SUCH RIGHT THE OCFA SHALL BE ENTITLED TO RECOVER ITS COSTS OF SUIT. INCLUDING ITS ACTUAL ATTORNEYS' FEES, IF IT PREVAILS IN AN ENFORCEMENT ACTION AGAINST A HOMEOWNERS' ASSOCIATION AND/OR AN INDIVIDUAL OWNER. (A SAMPLE THIRD PARTY BENEFICIARY PROVISION TO BE INCORPORATED INTO THE CC&RS IS ATTACHED HERETO AS ADDENDUM "1").

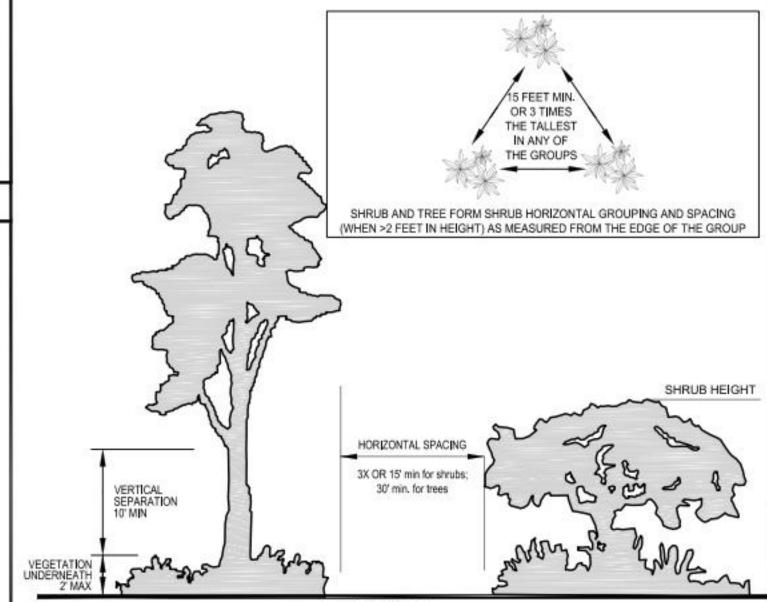
AS USED HEREIN, "FIRE PREVENTION MAINTENANCE" SHALL MEAN THE FOLLOWING: A, ALL PORTIONS OF THE ASSOCIATION PROPERTY OR COMMON AREA THAT CONSTITUTE FMZS OR DESIGNATED INTERIOR/MANUFACTURED SLOPES SHALL BE REGULARLY MAINTAINED BY THE HOMEOWNERS ASSOCIATION ON A YEAR-ROUND BASIS IN ACCORDANCE WITH THE FUEL

MODIFICATION PLAN ON FILE WITH THE PROPERTY MANAGER FOR THE DEVELOPMENT. THE IRRIGATION SYSTEM FOR FMZS OR DESIGNATED INTERIOR/MANUFACTURED SLOPES SHALL BE KEPT IN GOOD CONDITION AND PROPER WORKING ORDER AT ALL TIMES. THE IRRIGATION SYSTEM SHALL NOT BE TURNED OFF EXCEPT FOR NECESSARY REPAIRS AND MAINTENANCE.

ENFORCEMENT BY THE OCFA: THE OCFA IS HEREBY DESIGNATED AS AN INTENDED THIRD PARTY BENEFICIARY OF THE ASSOCIATION'S DUTIES TO PERFORM "FIRE PREVENTION MAINTENANCE" FOR ALL PORTIONS OF THE ASSOCIATION PROPERTY OR COMMON AREAS CONSISTING OF FMZS OR DESIGNATED INTERIOR/MANUFACTURED SLOPES IN ACCORDANCE WITH THE FUEL MODIFICATION PLAN, AND OF EACH OWNER'S DUTY TO COMPLY WITH ANY FMZ OR DESIGNATED INTERIOR/MANUFACTURED SLOPES RESTRICTIONS APPLICABLE TO THEIR LOT OR CONDOMINIUM AS SET FORTH IN THE FUEL MODIFICATION PLAN. IN FURTHERANCE THEREOF, THE OCFA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THE PERFORMANCE BY THE ASSOCIATION OF ITS DUTIES AND ANY OTHER FIRE PREVENTION REQUIREMENTS WHICH WERE IMPOSED BY THE OCFA OR OTHER PUBLIC AGENCY AS A CONDITION OF APPROVAL FOR THE DEVELOPMENT (E.G., PROHIBITION OF PARKING IN FIRE LANES, MAINTENANCE OF THE BLUE REFLECTIVE MARKERS INDICATING THE LOCATION OF FIRE HYDRANTS, ETC.) AND SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE COMPLIANCE BY ANY OWNER WITH ANY FMZ OR DESIGNATED INTERIOR/MANUFACTURED SLOPES RESTRICTIONS APPLICABLE TO THEIR LOT OR CONDOMINIUM AS SET FORTH IN THE FUEL MODIFICATION PLAN. IF IN ITS SOLE DISCRETION, THE OCFA SHALL DEEM IT NECESSARY TO TAKE LEGAL ACTION AGAINST THE ASSOCIATION OR ANY OWNER TO ENFORCE SUCH DUTIES OR OTHER EQUIREMENTS, AND PREVAILS IN SUCH ACTION, THE OCFA SHALL BE ENTITLED TO RECOVER THE FULL COSTS OF SAID ACTION INCLUDING ITS ACTUAL ATTORNEYS' FEES, AND TO IMPOSE A LIEN AGAINST THE ASSOCIATION PROPERTY, OR AN OWNER'S LOT OR CONDOMINIUM, AS THE CASE MAY BE, UNTIL SAID COSTS ARE PAID IN FULL.

ATTACHMENT 6 - PLANT SPACING REQUIREMENTS

REQUIREMENTS FOR PLANTING INSTALLATION IN FUEL MODIFICATION ZONES (FOR ON-GOING REQUIREMENTS, SEE ATTACHMENT 2 INTRODUCTORY MAINTENANCE INFORMATION, AND THE OCFA VEGETATION MODIFICATION MAINTENANCE GUIDELINES)



HORIZONTAL SPACING

NOT TO SCALE

VEGETATION LESS THAN 2 FEET IN HEIGHT: NO HORIZONTAL SPACING OR VERTICAL SEPARATION IS REQUIRED, GROUND COVER SHALL NOT EXCEED 2 FEET IN HEIGHT. IN ZONE "B" GROUND COVER SHALL COVER THE ENTIRE GROUND BETWEEN GROUPS OF SHRUBS, TREES OR GRASSES AND GRASSES ARE NOT CONSIDERED GROUND COVER, COMPARTMENTS OF GRASSES ARE ACCEPTABLE AS APPROVED ON THE PLANTING PLANS, IN ZONES "C/D" GRASSES CAN COVER THE ENTIRE AREA.

EGETATION 2 FEET IN HEIGHT OR GREATER: SHRUB GROUP SIZE & SPACING: SHRUBS SHALL NOT EXCEED 6 FEET IN HEIGHT.

 GROUPINGS OF SHRUBS ARE LIMITED TO A MAXIMUM AGGREGATE DIAMETER OF 10 FEET. GROUPS OF SHRUBS SHALL BE SPACED BY THE GREATER OF THE FOLLOWING TWO MEASUREMENTS: A DISTANCE OF 15

FEET MINIMUM (OR) 3 TIMES THE HEIGHT OF THE TALLEST SPECIMEN IF ANY OF THE GROUPS. GROUPINGS OF SHRUBS ARE NOT ALLOWED WITHIN 30 FEET OF STRUCTURES. ONLY SINGLE SPECIMEN SHRUBS ARE

ALLOWED, WITH A MINIMUM 15 FEET OF SEPARATION BETWEEN EACH SHRUB SPECIMEN. NO SHRUBS OVER 2 FEET IN HEIGHT ARE ALLOWED WITHIN 5 FEET OF COMBUSTIBLE STRUCTURES. NO VEGETATION OVER 2 FEET IN HEIGHT IS ALLOWED WITHIN 15 FEET FROM THE EDGE OF TREE CANOPY(S).

TREE GROUP SIZE & SPACING: GROUPS OF TREES ARE LIMITED TO A MAXIMUM NUMBER OF 3 SPECIMENS OR LESS, GROUPS OF TREES SHALL BE SPACED BY A MINIMUM DISTANCE OF 30 FEET REGARDLESS OF HEIGHT, IN ZONE "A", FULL

GROWTH TREE BRANCHES ARE NOT ALLOWED WITHIN 10 FEET OF COMBUSTIBLE STRUCTURES. HORIZONTAL SPACING IS REQUIRED INSIDE THE GROUP WITH A MINIMUM OF 10 FEET SEPARATING BETWEEN EACH TREE

VERTICAL SEPARATION

REES LESS THAN 15 FEET IN HEIGHT WHEN THE FUEL MODIFICATION ZONE IS WITHIN 30 FEET OF THE STRUCTURE, A VERTICAL SEPARATION OF 2 FEET MINIMUM. IS REQUIRED FROM THE VEGETATION BELOW REES 15 FEET IN HEIGHT OR GREATER:

 A VERTICAL SEPARATION OF 10 FEET MINIMUM IS REQUIRED TO BE MAINTAINED FROM THE VEGETATION BELOW. ALL VEGETATION LOCATED UNDERNEATH TREES, SHALL BE A MAXIMUM OF 2 FEET IN HEIGHT.

CIVIL ENGINEER:

IRVINE, CA 92618

(949) 474-1960

ATTACHMENT 7 - UNDESIRABLE & INVASIVE PLANT SPECIES

PLANTS WITH THESE CHARACTERISTICS SHALL NOT BE PLANTED IN ANY FUEL MODIFICATION ZONES OR

ANYWHERE WITHIN THE AREA COVERED BY ALTERNATE METHODS & MATERIALS AGREEMENTS (SEE

SECTION 4: ALTERNATE MATERIALS & METHODS). SHOULD THESE SPECIES ALREADY EXIST WITHIN

PLANT SPECIES (MANDATORY REMOVAL)

THEY POSE TO STRUCTURES.

ADENOSTOMA FASCICULATUM

ADENOSTOMA SPARSIFOLIUM

BOTANICAL NAME

ANTHEMIX COTULA

BRASSICA NIGRA

CARDARIA DRABA

CIRSIUM VULGARE

CONYZA CANADENSIS

LACTUCA SERRIOLA

NICOTIANA BIGELEVIL

NICOTIANA GLAUCA

RICINUS COMMUNIS

SACSOLA AUSTAILS

SALVIA MELLIFERA

URTICA URENS

ORNAMENTAL

CORTADERIA

CUPRESSUS SP

EUCALYPTUS SP

JUNIPERUS SP

FINAL DESIGN BY LANDSCAPE ARCHITECT

ALL FOOTING, REBAR AND INSTALLATION

FINISH GRADE -

SPECIFICATIONS PER STRUCTURAL ENGINEER

PINUS SP

CYCAS REVOLUTA

SILYBUM MARIANUM

TAMARIX ROMOSISSIMA

ARECACEAE (ALL PALM SP)

CYNARA CARDUNCULUS

ERIOGONUM FASCICULATUM

HETEROTHACA GRANDIFLORA

NASSELLA / STIPA TENUISSIMA

PENNISETUM ALOPECUROIDES

BRASSICA RAPA

ARTEMISIA CALIFORNICA

THESE AREAS, THEY SHALL BE REMOVED BECAUSE OF THEIR INVASIVENESS OR POTENTIAL THREAT

COMMON NAME

RED SHANKS

BLACK MUSTARD

WILD ARTICHOKE

ARTICHOKE THISTLE

TELEGRAPH PLANT

PRICKLY LETTUCE

INDIAN TOBACCO

FOUNTAIN GRASS

CASTOR BEAN PLANT

TREE TOBACCO

BLACK SAGE

MILK THISTLE

SALT CEDAR

SAGO PALSM

EUCALYPTUS

CYPRESS

JUNIPER

PINE

RADIANT HEAT WALL - BLOCK

PILASTER

- BLOCK WALL

PAMPAS GRASS

PALMS

BURNING NETTLE

COMMON BUCKWHEAT

MEXICAN FEATHERGRASS

RUSSIAN THISTLE/TUMBLEWOOD

HORSEWEED

CALIFORNIA SAGEBRUSH

WILD TURNIP, YELLOW MUSTARD, FIELD MUSTARD

NOARY CRESS, PERENNIAL PEPPERGRASS

MAYWEED

CHAMISE

CERTAIN PLANTS ARE CONSIDERED TO BE UNDESIRABLE AND INVASIVE DUE TO THEIR PHYSICAL OR CHEMICAL CHARACTERISTICS. PHYSICAL PROPERTIES THAT WOULD CONTRIBUTE TO HIGH FLAMMABILITY INCLUDE LARGE AMOUNTS OF DEAD MATERIAL RETAINED WITHIN THE PLANT, ROUGH OR PEELING BARK, AND THE PRODUCTION OF COPIOUS AMOUNTS OF LITTER. CHEMICAL PROPERTIES INCLUDE THE PRESENCE OF VOLATILE SUBSTANCES SUCH AS OILS, RESINS, WAX, AND PITCH, CERTAIN NATIVE PLANTS ARE NOTORIOUS FOR CONTAINING THESE VOLATILE SUBSTANCES.

ALTERNATE MATERIALS AND METHODS REQUEST



APRIL 3, 2025

PLANNING AND DEVELOPMENT SERVICES SECTION ORANGE COUNTY FIRE AUTHORITY 1 FIRE AUTHORITY ROAD IRVINE, CA 92856-0086

SUBJECT: IRVINE GATEWAY VILLAGE IRVINE, CALIFORNIA, VTTM 19352

ALTERNATE MEANS AND METHODS FOR FUEL MODIFICATION OCFA SERVICE REQUEST NUMBER:

ON BEHALF OF THE BROOKFIELD PROPERTIES, WE HEREBY SUBMIT A REQUEST FOR USE OF ALTERNATE MEANS AND METHODS (AM&M), PER THE 2022 CALIFORNIA FIRE CODE. OUR REQUEST RELATES TO REDUCED FUEL MODIFICATION ZONES.

THE FOLLOWING INFORMATION IS BEING PROVIDED TO ASSIST IN YOUR EVALUATION OF THIS PROPOSED

A. PROJECT INFORMATION:

PROJECT NAME: IRVINE GATEWAY VILLAGE

DEVELOPMENT TYPE: TYPE: RESIDENTIAL

CONTACT PERSON: DAVID OATIS, FIRESAFE PLANNING, INC., (949) 240-5911

B. CODE SECTIONS FOR WHICH THE MODIFICATION IS REQUESTED

 28506 AIROSO STREET, RANCHO MISSION VIEJO, CA 92694 CURRENT LANDOWNER: BROOKFIELD PROPERTIES

2022 CALIFORNIA FIRE CODE (CFC) SECTION 104.10 ALTERNATE MATERIALS AND METHODS.

C. GENERAL DESCRIPTION:

THE IRVINE GATEWAY VILLAGE PROJECT IS LOCATED IN THE NORTHEASTERN AREA OF THE CITY OF IRVINE. DIRECTLY TO THE NORTH THE PROJECT IS ADJOINED BY JEFFREY ROAD AND THE EXISTING ORCHARD HILLS NEIGHBORHOOD 4 COMMUNITY, TO THE WEST THE PROJECT SITE IS ADJOINED BY PORTOLA PARKWAY AND EXISTING STONEGATE COMMUNITY, TO THE SOUTH THE PROJECT IS ADJOINED BY THE EXISTING BEE CANYON ACCESS ROADWAY AND EXISTING AGRICULTURAL USE AND OPEN SPACE AREAS, AND TO THE EAST THE PROJECT IS ADJOINED BY EXISTING OPEN SPACE, CURRENTLY, ONLY THE EASTERN PORTION OF THE PROJECT SITE FALLS WITHIN AN ADOPTED VERY HIGH FIRE HAZARD ZONE.

D. FUEL MODIFICATION ZONES

THE FUEL MODIFICATION PROGRAM FOR IRVINE GATEWAY VILLAGE CONSISTS OF A 20' ZONE "A", 50' ZONE "B" AND 100' ZONE "C" ALONG THE SOUTHWESTERN EDGE. ALONG THE SOUTHERN EDGE ADJOINING BEE CANYON ACCESS ROAD, A MINIMUM 10' ZONE "A", MINIMUM 39' TO 129' IRRIGATED ZONE "B" TO THE BEE CANYON ACCESS ROADWAY. THE TOTAL FUEL MODIFICATION DISTASCNES ALONG THIS EDGE, INCLUDES THE BEE CANYON ACCESS ROADWAY AS INDICATED ON THE FUEL MODIFICATION PLAN. ALONG THE NORTH EAST, A 20' ZONE "A" AND 100' ZONE "B" SHALL BE PROVIDED, AND ALONG THE NORTHERN INTERFACE, A 20' ZONE "A". FOLLOWED BY A MINIMUM 85' ZONE "B" (WHICH WILL PROVIDE A 50' ZONE "B" ROADSIDE PROTECTION ZONE FOR THE NORTHERN SIDE OF THE 'C' STREET) AND A 100' ZONE "C"

E. HARDSHIP:

OUR HARDSHIP IS: THE PROJECT SITE CONSTRAINTS ALONG THE NORTHEASTERN EDGE OF THE PROJEC TSITE WHERE OFF-SITE EASEMENTS ARE NOT ABLE TO BE OBTAINED, AND ALONG THE SOUTHERN EDGE TO ALLOW FOR ADDITIONAL TREE PLANTING AND A REDUCED FUEL MODIFICATION ZONE "A".

D. PROPOSED ALTERNATIVE FIRE PROTECTION MEASURES:

 JUSTIFICATION OF THE PROPOSED FUEL MODIFICATION DISTANCES AND PROTECTION MEASURES TO MITIGATE THE RISK OF THE UNMANAGED AREAS HAS BEN PROVIDED AS PART OF THE FIRE BEHAVIOR ANALYSIS AND REPORT FOR IRVINE GATEWAY VILLAGE DATED 12/30/2024.

WHERE THE FUEL MODIFICATION IS LESS THAN 170', BUT A MINIMUM OF 120', THE FUEL MODIFICATION SHALL BE COMPOSED OF WET FUEL MODIFICATION ZONES ONLY AND BE PROVIDED WITH A RADIANT HEAT WALL OR THE PROJECT BOUNDARY 3. TO ALLOW FOR CLOSER SPACING IN THE GROUPS OF TREES WITHIN THE ZONE "B" ALONG THE

SOUTHERN EDGE BETWEEN THE PROJECT SITE AND BEE CANYON ACCESS ROAD: 3.1. THE UNDERSTORY DIRECTLY UNDER THE TREE CANOPIES (MEASURED AT MATURE CANOPY) SHALL BE COMPRISED OF SUCCULENT PLANT MATERIAL AND/OR GROUNDCOVER THAT

NATURALLY GROWS TO NO MORE THAN 1' IN HEIGHT ONLY. GROUNDCOVER WITHIN 15' OF GROUPS OF TREES, MEASURED FROM THE MATURE CANOPY. SHALL NATURALLY GROW TO NO MORE THAN 1' IN HEIGHT.

3.3. ANY SHRUB MATERIAL THAT NATURALLY GROWS TO MORE THAN 2' IN HEIGHT SHALL BE SPACED A MINIMUM OF 30' FROM GROUPS OF TREES. A RADIANT HEAT WALL, MEASURING A MINIMUM OF 6-FEET IN HEIGHT ON BOTH SIDES OF THE WALL SHALL BE PROVIDED ALONG THE TOP OF THE SLOPE DIRECTLY ADJOINING THE BEE CANYON ACCESS

ROADWAY AS MITIGATION FOR THE REDUCED FUEL MODIFICATION ZONES AND TO ALLOW FOR CLOSER SPACING IN THE GROUPS OF TREES. ALL LANDSCAPING WITHIN THE INTERIOR OF THE COMMUNITY, INCLUDING COMMON AREAS AND PRIVATE HOMEOWNER LOTS, SHALL BE DEVOID OF PLANT SPECIES FROM THE OCFA ATTACHMENT 7

UNDESIRABLE PLANT SPECIES, THIS RESTRICTION SHALL BE INCLUDED WITHIN THE RECORDED CC&Rs

THANK YOU IN ADVANCE FOR YOUR CONSIDERATION OF THIS PROPOSED AMM REQUEST. PLEASE FEEL FREE TO CALL ME WITH ANY QUESTIONS OR REQUESTS FOR ADDITIONAL INFORMATION. SINCERELY.



FOR THIS COMMUNITY.

FINAL DESIGN BY LANDSCAPE ATCHITECT ALL FOOTING, REBAR AND INSTALLATION SPECIFICATIONS PER STRUCTURAL ENGINEER - CLEAR TEMPERED GLASS WEW PANELS. INSTALLED APPROXIMATELY 6' O.C. MAX. - PROPERTY LINE -1/4" CLEAR TEMPERED GLASS VIEW PANELS. INSTALLED APPROXIMATE 6' O.C. MAX. -BLOCK WALL FINISH GRADE FINISH GRADE **ELEVATION** SECTION

RADIANT HEAT WALL - TEMPERED GLASS (OR EQUAL) AND BLOCK

570 GLENNEYRE STREET

LAGUNA BEACH, CA 92651

15535 SAN CANYON AVE., SUITE 100

Brookfield Properties

3200 PARK CENTER DRIVE, SUITE 1000 28506 AIROSO STREET RANCHO MISSION VIEJO, CA 92694 COSTA MESA, CA 92626 (714) 200-1500



CONCEPTUAL FUEL MODIFICATION PLAN IRVINE GATEWAY VILLAGE - VTTM 19352

FUEL MOD. DETAILS, NOTES,

The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication, or re-use by any method, in whole or in part without the express consent of FIRESAFE PLANNING is prohibite

OCFA SERVICE REQUEST NUMBER

SHEET

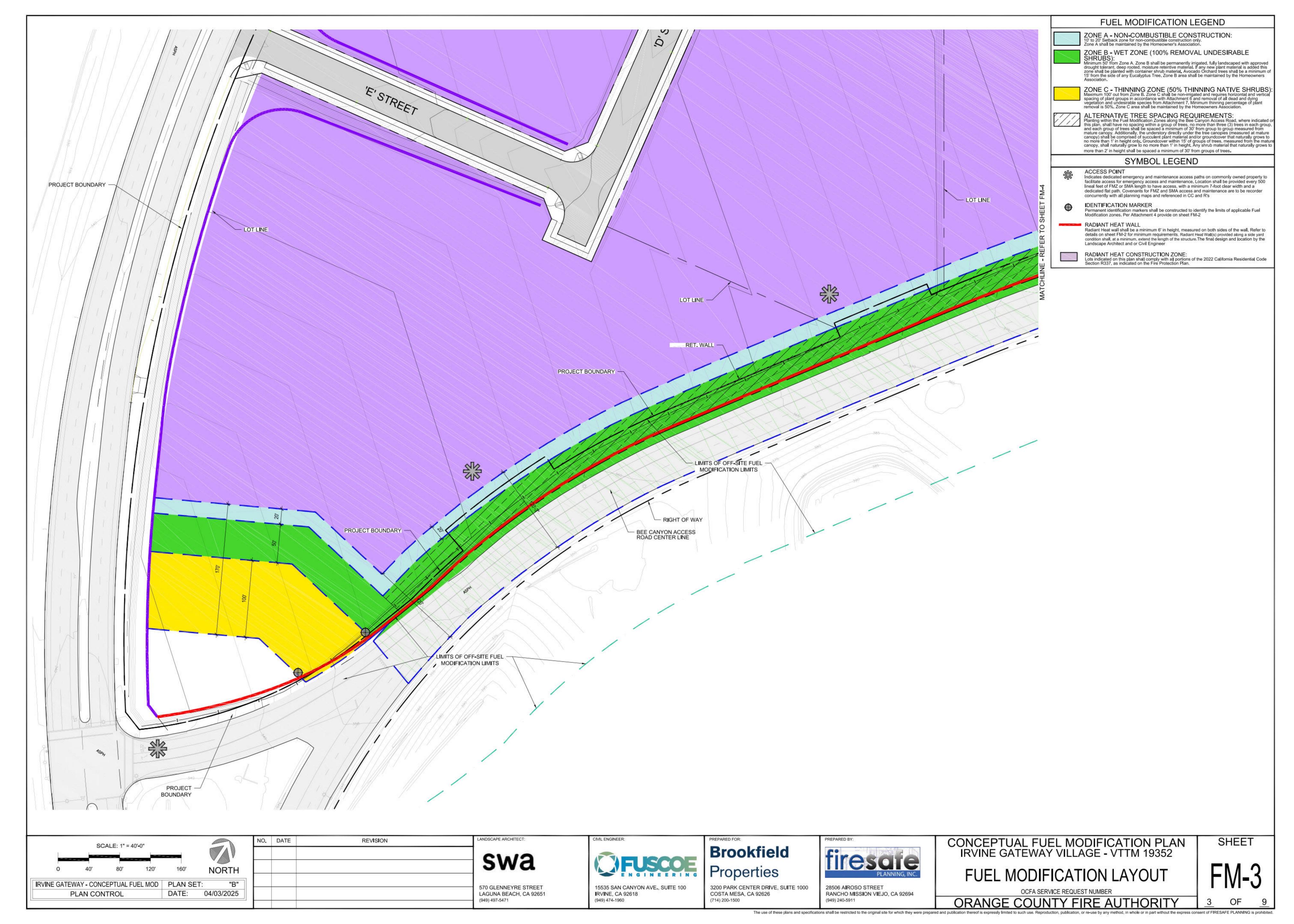
DRANGE COUNTY FIRE AUTHORITY

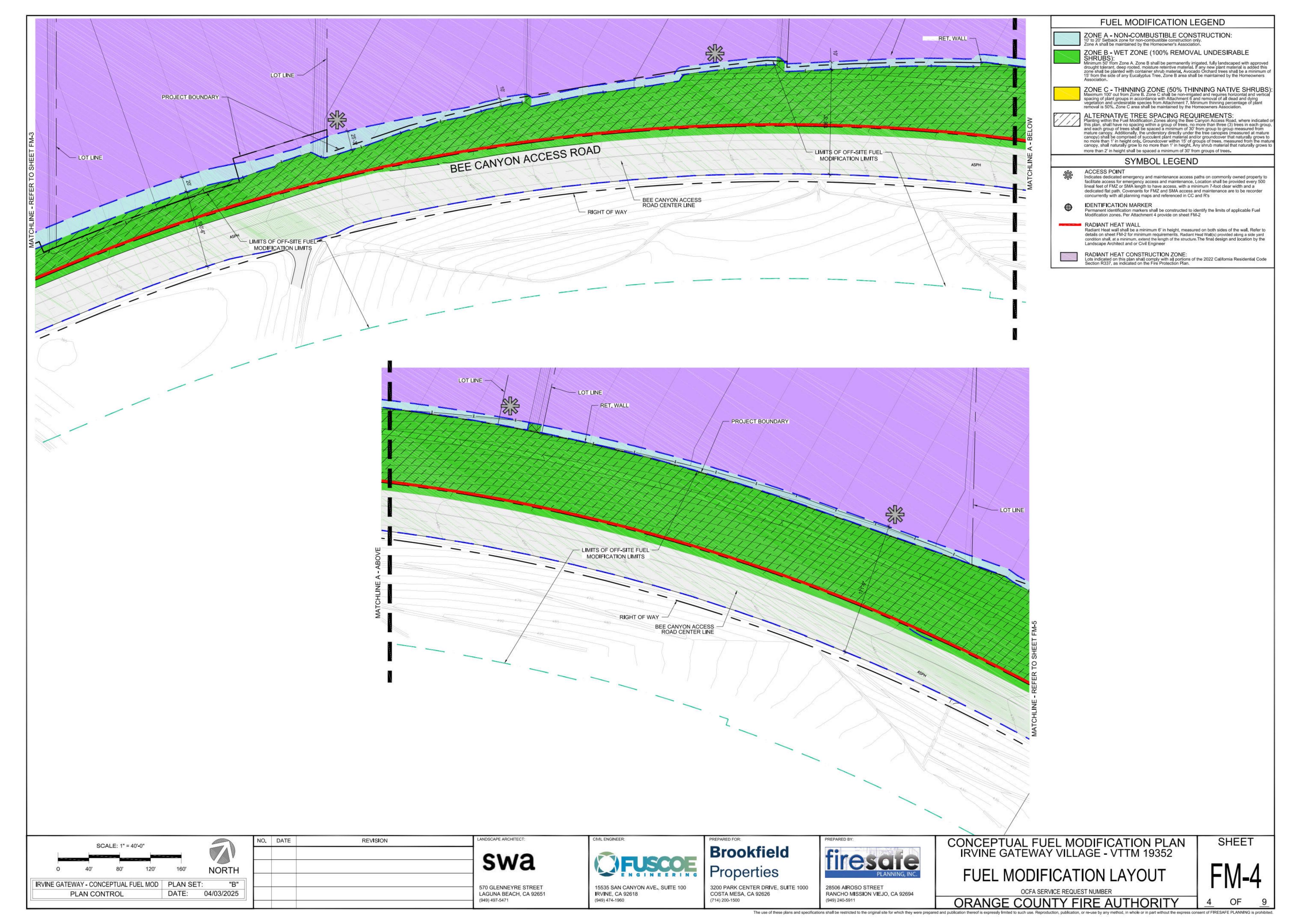
NORTH IRVINE GATEWAY - CONCEPTUAL FUEL MOD | PLAN SET DATE: 04/03/2025 PLAN CONTROL

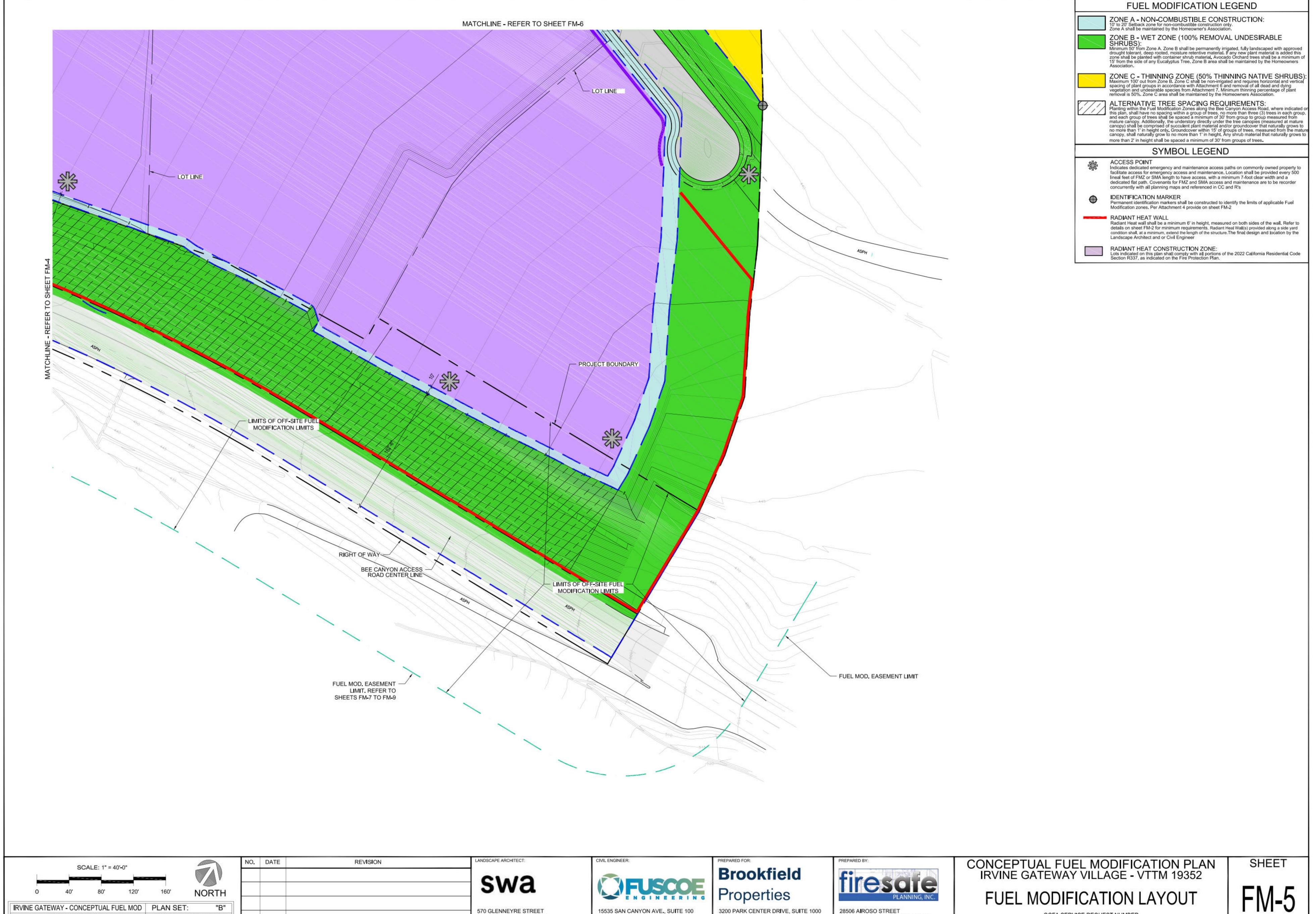
swa

(949) 497-5471

LANDSCAPE ARCHITECT:







COSTA MESA, CA 92626

(714) 200-1500

RANCHO MISSION VIEJO, CA 92694

(949) 240-5911

LAGUNA BEACH, CA 92651

(949) 497-5471

IRVINE, CA 92618

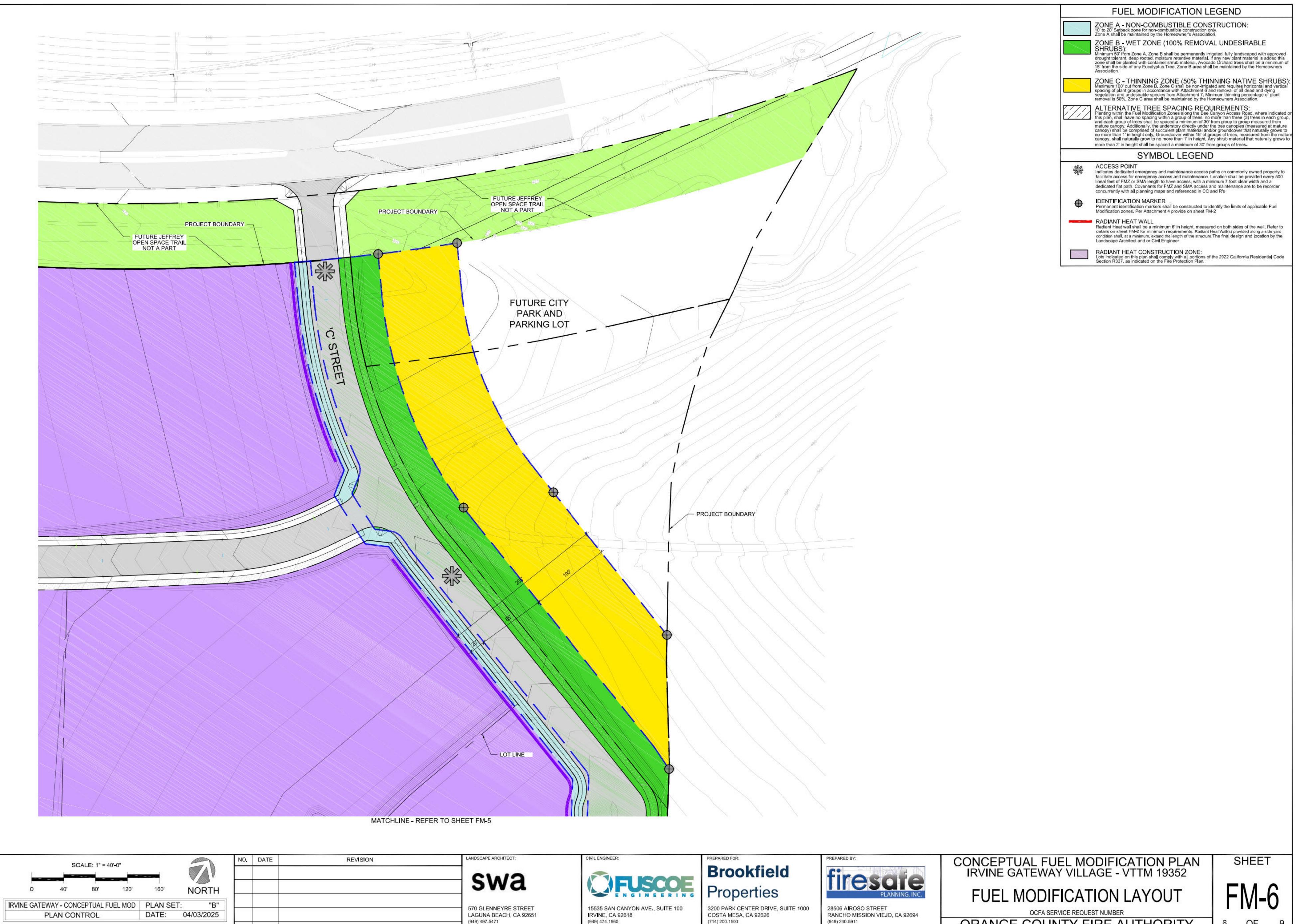
(949) 474-1960

DATE: 04/03/2025

PLAN CONTROL

OCFA SERVICE REQUEST NUMBER

ORANGE COUNTY FIRE AUTHORITY



(949) 240-5911 ORANGE COUNTY FIRE AUTHORITY 6 OF 9

The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reproduction, publication, or re-use by any method, in whole or in part without the express consent of FIRESAFE PLANNING is prohibited.

CITY OF IRVINE One Civic Center Plaza P.O. Box 19575 Irvine, CA 92623-9575 Attn: City Clerk

Recorded in Official Records, Orange County Hugh Nguyen, Clerk-Recorder 84.00 2024000220793 1:51 pm 08/27/24 18 414A E01 A12 A04 22 0.00 0.00 0.00 0.00 63.00 0.00 0.000,000,00

(Space Above Line for Recorder's Use) Free recording Requested per Government Code Section 6103 27363

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

GRANT OF EASEMENT AND AGREEMENT (Gateway Preserve Fuel Management Area)

This GRANT OF EASEMENT AND AGREEMENT (this "Agreement") is effective this 23' day of () 44 2024 (the "Effective Date"), by and between THE COUNTY OF ORANGE, a political subdivision of the State of California, ("County") as grantor and the CITY OF IRVINE, a California charter city ("Grantee") as grantee. County and Grantee are each sometimes individually referred to herein as a "Party" and, collectively, as the "Parties."

- A. County is the owner of certain real property which generally includes unimproved open space and an access road known as the Bee Canyon Access Road (the "County Property"), which provides County and public access to the County's Frank R. Bowerman Landfill.
- B. Grantee is the owner of that certain real property more particularly described in Exhibit C attached hereto (the "City Property"), which Grantee may improve with a primarily residential development project.
- C. Grantee shall clear and manage vegetation and brush, combustible materials and/or other potential hazards for fire control purposes, including without limitation the conduct of such activities as are necessary to implement a fuel modification plan for the City Property in accordance with the California Fire Code and Orange County Fire Authority regulations and guidelines ("Fuel Modification Activities") on a strip of land on the County Property and immediately adjacent to the City Property for the benefit of future development on the City
- D. The Parties desire to enter into this Agreement in order to provide Grantee, and its employees, agents, contractors, subcontractors, consultants, and invitees, (together with Grantee,

and through a portion of the County Property, as more particularly described in Exhibit A hereto and depicted in Exhibit B (the "Easement Area"), to perform the Fuel Modification Activities for the benefit of the City Property (the "Easement").

the "Grantee Parties") with a non-exclusive, perpetual easement appurtenant on, over, across,

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated by this reference as if set forth in full herein, the mutual representations, promises, warranties, covenants and agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Recitals Incorporated. The above Recitals are true and correct and are incorporated into this Agreement by this reference.

Easement.

- Grant of Easement. Effective as of the Effective Date, subject to and on the terms and conditions set forth herein, County hereby reserves against the Easement Area and grants to the Grantee a non-exclusive Easement, on, over, across, and within the Easement Area, for performance of the Fuel Modification Activities by the Grantee Parties. The Easement shall be for the benefit of the Grantee and its successors and assigns. Grantee recognizes that the primary use of the County Property is for a public road known as the Bee Canyon Access Road, and Grantee's use of the Easement Area for the Fuel Modification Activities shall not interfere with the public road purposes of the County Property.
- Reserved Rights. The County reserves the right to cross and recross said Easement Area for road, access, infrastructure, utility purposes, and any other use, including the reservation of subsurface rights, provided that such use shall not unreasonably interfere with, obstruct, or endanger Grantee's use of the Easement Area for the Fuel Modification Activities.
- Consideration. The consideration to be provided by Grantee to County for use of the Easement shall be one dollar (\$1.00), payable by Grantee in immediately available funds by not later than thirty (30) days following the Effective Date.
- Repair & Replacement. At its sole expense, Grantee shall own and be solely responsible for all installation, repair, maintenance, and/or replacement of any County approved improvements placed by Grantee on the Easement Area as a result of, or for the benefit of, the Fuel Modification Activities; provided, however, that the County's approval shall not be unreasonably delayed, conditioned, or denied. In addition, Grantee shall repair or replace, at its own expense, any improvements owned by County that are damaged as a result of the Fuel
- Maintenance. Grantee shall keep and maintain the Easement Area in a condition appropriate for its use and in a manner that does not interfere with County's reserved rights, and shall be solely responsible for the repair of any damage to the Easement Area arising from the Fuel Modification Activities.

Indemnity for Use of Easement. Grantee shall indemnify, defend (with counsel approved in writing by County) and hold County, its elected and appointed officials, officers, agents, employees, contractors and those special districts and agencies which County's Board of

Supervisors acts as the governing board ("County Indemnitees") harmless from and against any and all claims, demands, suits, losses, costs, liabilities, penalties, damages, and expenses suffered or incurred by County arising out of or in connection with the (i) use of the Easement Area by the Grantee Parties, or (ii) any entry onto, or activity by, or on behalf of, the Grantee Parties on the Easement Area, except, in each instance, to the extent caused by the negligence or willful misconduct of County or any of its employees, agents, or contractors.

- Insurance. Grantee shall maintain insurance coverage for General Liability, Automobile Liability, and Worker's Compensation with limits no less than \$1,000,000 or as is reasonably necessary for the exercise of any rights granted under this Agreement. Grantee shall ensure that all Grantee Parties performing work on behalf of Grantee pursuant to this Agreement shall maintain insurance subject to the same coverages and limits as set forth herein for Grantee. In addition, Grantee Parties are to provide an additional insured endorsement using ISO CG 20 26 04 13 and primary non-contributory endorsement using ISO CG 20 01 04 13 or forms at least as broad in favor of the County. Grantee shall not allow Grantee Parties to work if Grantee Parties have less than the level of coverage required by County from Grantee under this Agreement. It is the obligation of Grantee to provide notice of the insurance requirements to each of its Grantee Parties and to receive proof of insurance prior to allowing any of its Grantee Parties to begin work. Such proof of insurance must be maintained by Grantee through the entirety of this Agreement for inspection by County representative(s) at any reasonable time. All insurance policies required by this license shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.
- Run with the Land; Binding Effect. The easements, covenants, restrictions and conditions created by or described in this Agreement are appurtenant to, and shall run with, the Easement Area and shall be binding upon and inure to the benefit of the City Property, pursuant to applicable law, including, but not limited to, Section 1468 of the Civil Code of the State of California.
- No Easement by Implication; Prevention of Prescriptive Rights. Neither the execution of this Agreement or any instrument that may be executed in connection herewith nor the granting of the Easement described herein shall be deemed to grant any easement to any third party or to establish any easement by implication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the County Property or the City Property to the general public or for the general public or for any public purpose whatsoever.

Notice of Default. Upon the occurrence of a default under this Agreement, the defaulting Party shall have thirty (30) days from the receipt of written notice from the nondefaulting Party in which to cure such default. If the nature of such default makes it incapable of being cured within thirty (30) days following notice, then the defaulting Party shall, provided that the defaulting Party commences such a cure within thirty (30) days and diligently pursues the same, have a reasonable time in which to cure such default, not to exceed six (6) months.

- Remedies Upon Default. The Parties acknowledge and agree that, upon the occurrence of an event of default, damages alone are not a sufficient remedy, and the terms and provisions hereof may be specifically enforced by an injunction or other equitable remedy. Upon the occurrence of an event of default, the non-defaulting Party shall have any and all remedies available against the defaulting Party under this Agreement, at law or in equity, including, without limitation: (i) specific performance; and (ii) recovery from the defaulting Party of all actual damages incurred as a result of such default. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- Effect of Breach. The easements, covenants and other provisions contained in this Agreement shall be deemed to be superior to all mortgages and deeds of trust now or hereafter encumbering the Easement Area, or any future mortgages or deeds of trust against the Easement Area. The breach of, or the attempt to breach, any of the easements, covenants or other provisions contained herein shall not defeat, affect or render invalid a lien or charge of any mortgage or deed of trust made in good faith and for valuable consideration. All easements, covenants and other provisions set forth herein shall remain in full force and effect notwithstanding the foreclosure of any mortgage or deed of trust, which now or shall hereafter encumber the Easement Area, or any portion or estate thereof.
- Recordation. This Agreement shall be duly recorded in the Official Records of the County of Orange, California ("Official Records").
- Entire Agreement. This Agreement sets forth the entire Agreement of the Parties with respect to the subject matter addressed, and all prior negotiations, representations, warranties and discussions are superseded by the provisions of this Agreement.
- Amendment. This Agreement may be amended or modified only by a written instrument executed and acknowledged by the Parties or their successors in interest and recorded in the Official Records.
- Notices. All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Agreement are as follows, until a Party's address for notices is changed by such Party by written notice to the other Parties.

If to Grantee:

City of Irvine One Civic Center Plaza P.O. Box 19575 Irvine, CA 92623 Attn: City Manager

Rutan & Tucker LLP

18575 Jamboree Road, 9th Floor Irvine, CA 92612 Attn: Irvine City Attorney

If to County:

With a copy to:

County of Orange 400 W. Civic Center Drive, 5th floor Santa Ana, CA 92701

With a copy to:

County of Orange/OC Waste & Recycling 601 N. Ross Street, 5th Floor Santa Ana, CA 92701

 No Partnership. Nothing contained in this Agreement, nor any acts of the Parties, shall be deemed or construed to create any relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.

Attn: Director

Attn: CEO/Real Estate

- 11. Severability. If (a) any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny an Party of any material benefit of this Agreement, then the remainder of the Agreement, which can be given effect without the invalid provision, shall continue in full force and effect and shall in no way be impaired or invalidated.
- 12. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by any Party shall constitute a material breach of and a default under this Agreement by the Party so failing to perform.
- 13. Exhibits. All exhibits referred to in this Agreement are attached and incorporated by this reference.
- Governing Law. The Parties acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- 15. Headings. The section, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.
- Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any

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ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written

"County":

COUNTY OF ORANGE. a Political Subdivision of the State of California

Thomas A. Miller Chief Real Estate Officer

County of Orange Pursuant to Minute Order dated

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

"Grantee":

THE CITY OF IRVINE a California nonprofit corporation signed in counterpart

Name: Oliver Chi Its: City Manager

ACKNOWLEDGEMENT

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.

County of Dange Notary Public, personally appeared Thomas A. Miller the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

iotary Public - California Los Angeles County Commission # 248174 My Comm. Expires Feb 13, 20 DocuSign Envelope ID: 737227EC-7181-4E39-B68B-1B1A67A7B5E7

ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"County":

COUNTY OF ORANGE,

a Political Subdivision of the State of California Signed in counterpart

Thomas A. Miller Chief Real Estate Officer County of Orange

Pursuant to Minute Order dated

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

"Grantee"

THE CPRY OF IRVINE a California nonprofit corporation

Carl Petersen City Clerk

APPROVED AS TO FORM:

Jeffrey Melding DARESHIR 1900 199 Jeffrey Melching City Attorney

Its: City Manager

ANDSCAPE ARCHITECT NO. DATE REVISION IRVINE GATEWAY - CONCEPTUAL FUEL MOD | PLAN SET 570 GLENNEYRE STREET DATE: 04/03/2025 PLAN CONTROL LAGUNA BEACH, CA 92651

swa

(949) 497-5471

CIVIL ENGINEER

IRVINE, CA 92618

(949) 474-1960

15535 SAN CANYON AVE., SUITE 100

Brookfield Properties

3200 PARK CENTER DRIVE, SUITE 1000 28506 AIROSO STREET COSTA MESA, CA 92626 RANCHO MISSION VIEJO, CA 92694 (714) 200-1500

CONCEPTUAL FUEL MODIFICATION PLAN IRVINE GATEWAY VILLAGE - VTTM 19352

EASEMENT SHEETS

OCFA SERVICE REQUEST NUMBER

SHEET

DRANGE COUNTY FIRE AUTHORITY

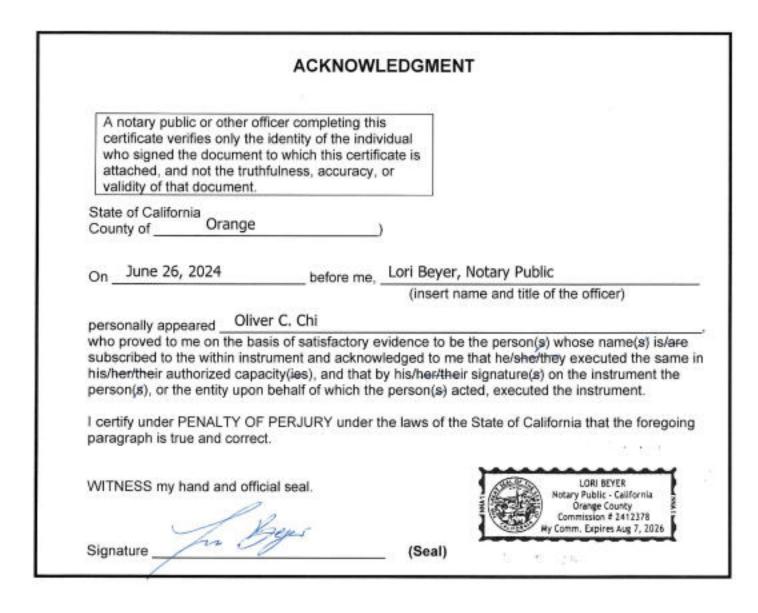


EXHIBIT A DESCRIPTION OF EASEMENT AREA

[Attached]

EXHIBIT "A" LEGAL DESCRIPTION Facility No.: Z99559 Parcel No.: 152

FUEL MANAGEMENT EASEMENT IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, GRANTED TO THE COUNTY OF ORANGE PER GRANT DEED RECORDED AUGUST 9, 1984 AS INSTRUMENT NO. 84-329799 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY LYING WITHIN BLOCKS 106, 107, 119 AND 120 OF IRVINE'S SUBDIVISION AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN SAID OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, SAID PARCEL OF LAND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF THE FOLLOWING SOUTHERLY, SOUTHEASTERLY AND EASTERLY LINE, MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE ON THE CENTERLINE OF BEE CANYON ACCESS ROAD AS SHOWN ON RECORD OF SURVEY 88-1048 FILED IN BOOK 122, PAGES 6 THROUGH 9, INCLUSIVE, OF RECORDS OF SURVEY IN SAID OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, HAVING A BEARING AND DISTANCE OF "N87"39'55"E

THENCE ALONG SAID CENTERLINE, NORTH 87°39'55" EAST 481.61 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 02°20'05" WEST 185.00 FEET TO THE NORTHERLY LINE OF BEE CANYON ACCESS ROAD AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID NORTHERLY LINE, NORTH 87°39'55" EAST 170.00 FEET TO THE POINT OF

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 02°20'05' EAST 185.00 FEET TO THE

BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 170.00 FEET: THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE, 267.04 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON A LINE PARALLEL WITH AND DISTANT 170.00 FEET SOUTHERLY FROM SAID CENTERLINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 87°39'55" WEST 481.61 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2230.00 FEET, SAID CURVE

BEING CONCENTRIC WITH AND 170.00 FEET SOUTHEASTERLY FROM SAID CENTERLINE HAVING A RADIUS OF 2400.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE, 2095.96 FEET THROUGH A CENTRAL ANGLE OF 53°51'07" TO A POINT ON A LINE PARALLEL WITH AND DISTANT 170.00 FEET SOUTHEASTERLY FROM SAID CENTERLINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 33°48'48" WEST 368.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 170.00 FEET SOUTHEASTERLY FROM SAID CENTERLINE HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 382.72 FEET THROUGH A CENTRAL ANGLE OF 26°25'10' TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH

THENCE SOUTH 17°33'53" WEST 49.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 783.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 250,43 FEET THROUGH A CENTRAL ANGLE OF 18°19'30" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°06'37" EAST;

EXHIBIT "A" - Page 1 of 2

EXHIBIT "A" LEGAL DESCRIPTION

THENCE SOUTH 80°16'10' WEST 81.00 FEET TO NORTHWESTERLY LINE OF BEE CANYON ACCESS ROAD AS SHOWN ON SAID RECORD OF SURVEY.

EXCEPTING THEREFROM THOSE PORTIONS OF LAND LYING WITHIN PARCEL 1 OF THAT CERTAIN GRANT DEED RECORDED JANUARY 4, 2010 AS INSTRUMENT NO. 2010000000111, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING AN AREA OF 26.686 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

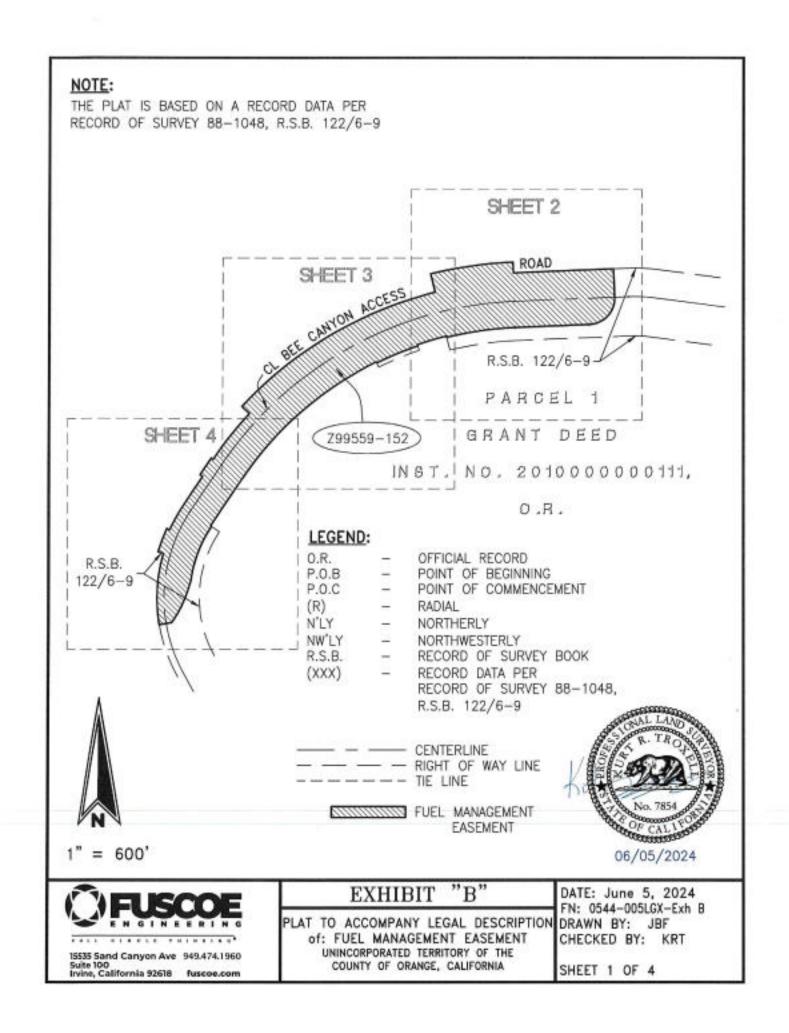
KURT R. TROXELL, P.L.S. 7854 DATE PREPARED: 06/05/2024

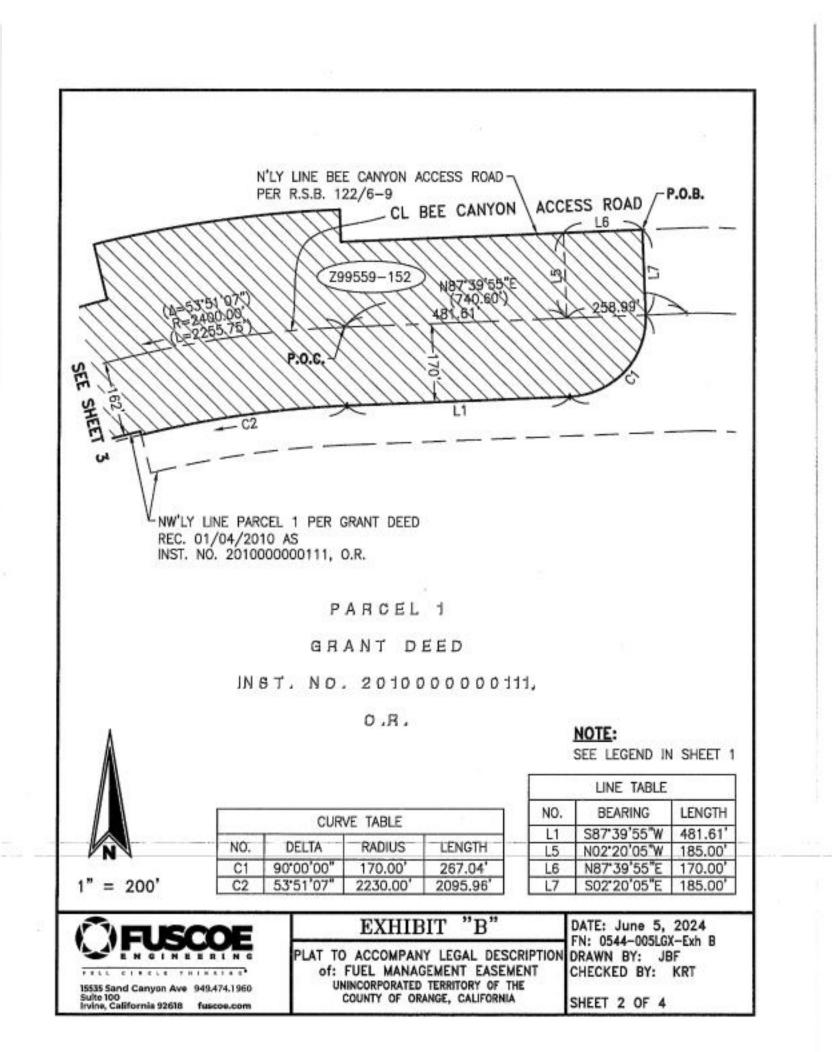


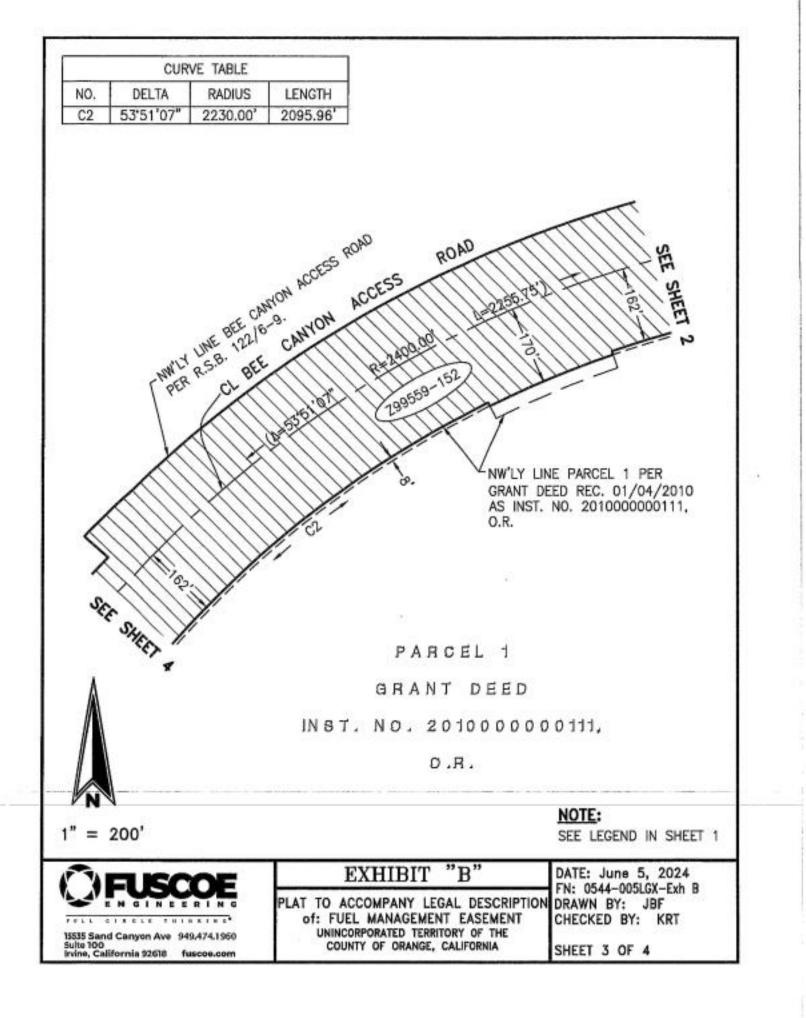
EXHIBIT "A" - Page 2 of 2

EXHIBIT B DEPICTION OF EASEMENT AREA

[Attached]







	NO.	DATE	REVISION	LANDSCAPE ARCHITECT:
				CIAIO
				swa
IRVINE GATEWAY - CONCEPTUAL FUEL MOD PLAN SET: "B"				
PLAN CONTROL DATE: 04/03/2025				570 GLENNEYRE STREET LAGUNA BEACH, CA 92651
		1		(949) 497-5471



IRVINE, CA 92618

(949) 474-1960



3200 PARK CENTER DRIVE, SUITE 1000 28506 AIROSO STREET COSTA MESA, CA 92626 RANCHO MISSION VIEJO, CA 92694 (714) 200-1500 (949) 240-5911



CONCEPTUAL FUEL MODIFICATION PLAN IRVINE GATEWAY VILLAGE - VTTM 19352

EASEMENT SHEETS

OCFA SERVICE REQUEST NUMBER ORANGE COUNTY FIRE AUTHORITY

SHEET

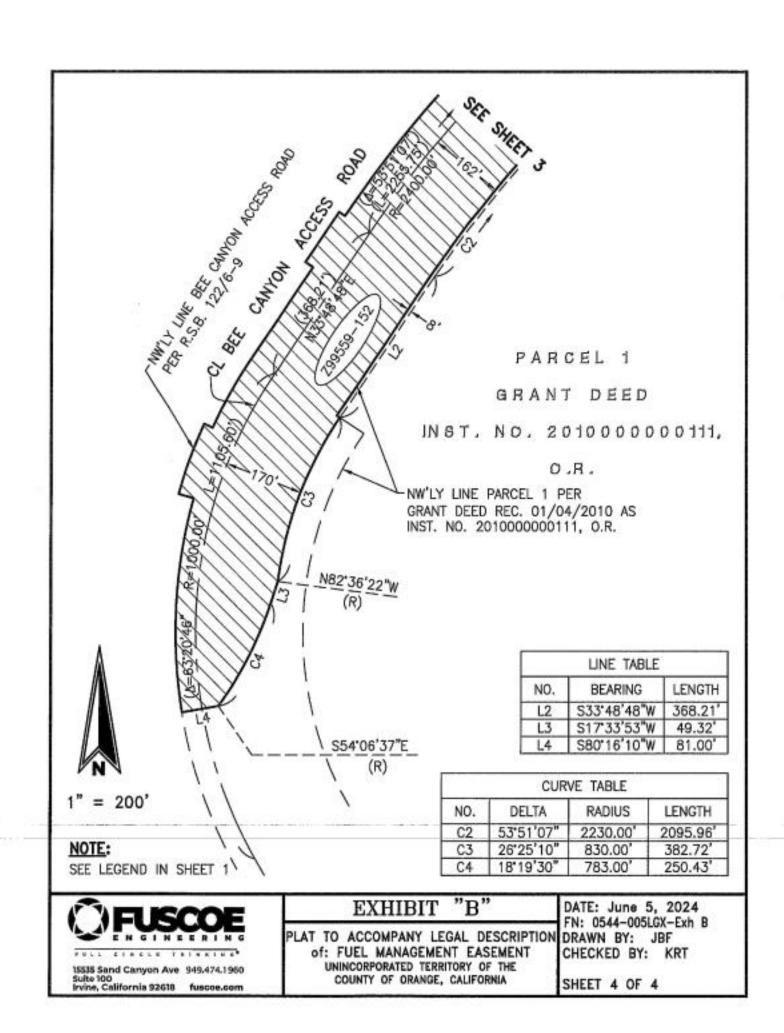


EXHIBIT C DESCRIPTION OF CITY PROPERTY

LEGAL DESCRIPTION OF CITY PROPERTY

A FORTION OF 104-110-08; 104-116-71; 104-116-73; 104-110-69 AND 104-110-97

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant of Easement and the State of California, to the City of Irvine, a chartered city of the State of California, is hereby accepted by the undersigned City Engineer on behalf of the City Council of the City of Irvine pursuant to authority conferred by Ordinance No. 83-4 of such City Council adopted on the 12th day of April, 1983, and revised by Ordinance No. 92-19 adopted on the 27th day of October, 1992, and the Grantee consents to recordation thereof by its duly authorized officer.

Oliver C. Chi, City Manager City of Irvine

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

(SEAL)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

ACKNOWLEDGMENT

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 August 8, 2024

before me. Lori Beyer, Notary Public

(insert name and title of the officer)

personally appeared Oliver C. Chi 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/hgr/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI BEYER Notary Public - California Orange County
Commission # 2412378
My Comm. Expires Aug 7, 2026

NO. DATE LANDSCAPE ARCHITECT: REVISION SCALE: 1" = 150'-0" swa "B" IRVINE GATEWAY - CONCEPTUAL FUEL MOD | PLAN SET 570 GLENNEYRE STREET DATE: 04/03/2025 PLAN CONTROL LAGUNA BEACH, CA 92651 (949) 497-5471

CIVIL ENGINEER:



Brookfield Properties

28506 AIROSO STREET 3200 PARK CENTER DRIVE, SUITE 1000 COSTA MESA, CA 92626 RANCHO MISSION VIEJO, CA 92694 (714) 200-1500

CONCEPTUAL FUEL MODIFICATION PLAN IRVINE GATEWAY VILLAGE - VTTM 19352

CITY OF IRVINE

CERTIFICATE OF ACCEPTANCE

[Attached]

EASEMENT SHEETS

OCFA SERVICE REQUEST NUMBER

ORANGE COUNTY FIRE AUTHORITY

SHEET