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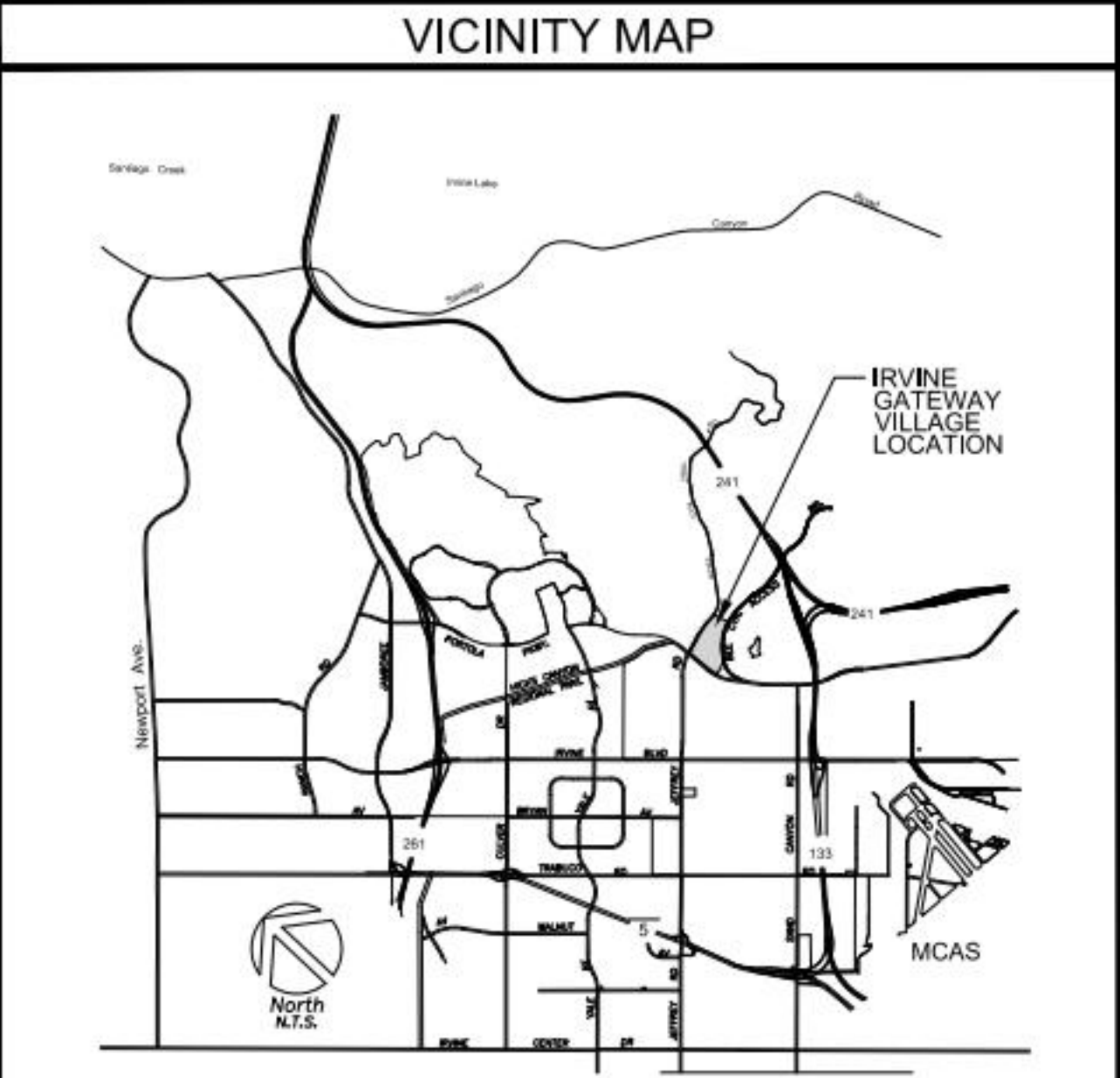
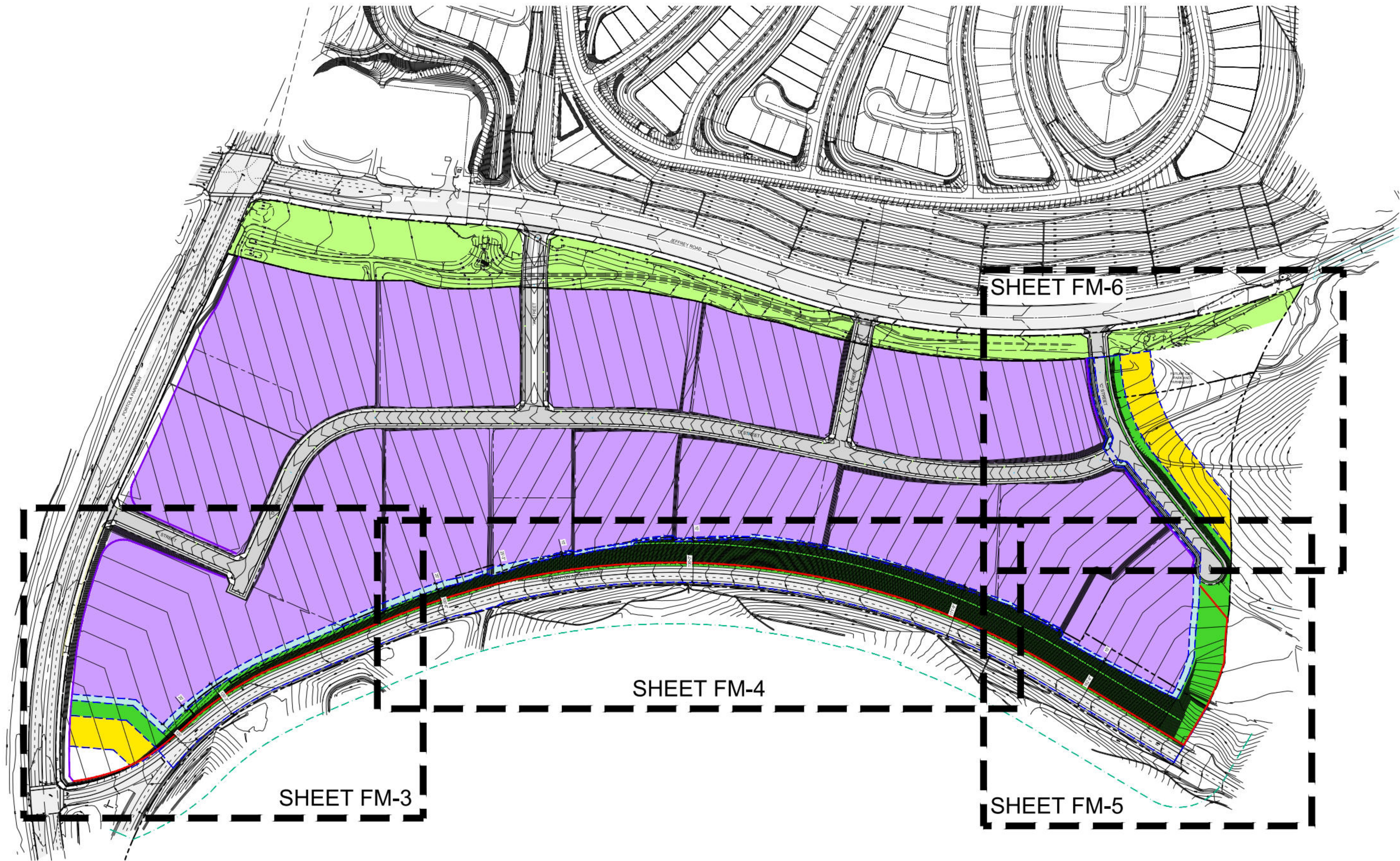
## **Appendix J-3**

### Conceptual 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 SET	SHEET TITLE
FM-1	TITLE SHEET
FM-2	DETAILS, NOTES & ALTERNATE MATERIALS AND METHODS REQUEST (AM&M)
FM-3	FUEL MODIFICATION LAYOUT
FM-4	FUEL MODIFICATION LAYOUT
FM-5	FUEL MODIFICATION LAYOUT
FM-6	FUEL MODIFICATION LAYOUT
FM-7	EASEMENT SHEETS
FM-8	EASEMENT SHEETS
FM-9	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

SCALE: 1" = 150'-0"

0

150'

300'

450'

650'

NORTH

IRVINE GATEWAY - CONCEPTUAL FUEL MOD

PLAN SET: "B"

PLAN CONTROL

DATE: 04/03/2025

NO.	DATE	REVISION

LANDSCAPE ARCHITECT:

570 GLENNEYRE STREET  
LAGUNA BEACH, CA 92651  
(949) 497-5471

CIVIL ENGINEER:

15535 SAN CANYON AVE., SUITE 100  
IRVINE, CA 92618  
(949) 474-1960

PREPARED FOR:

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

PREPARED BY:

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

ORANGE COUNTY FIRE AUTHORITY

SHEET

FM-1

1 OF 9









**FUEL MODIFICATION LEGEND**

**ZONE A - NON-COMBUSTIBLE CONSTRUCTION:**  
10' to 20' Setback zone for non-combustible construction only.  
Zone A shall be maintained by the Homeowner's Association.

**ZONE B - WET ZONE (100% REMOVAL UNDESIRABLE SHRUBS):**  
Minimum 50' from Zone A. Zone B shall be permanently irrigated, fully landscaped with approved drought tolerant, deep rooted, moisture retentive material. If any new plant material is added this zone shall be planted with container shrub material, Avocado Orchard trees shall be a minimum of 15' from the side of any Eucalyptus Tree. Zone B area shall be maintained by the Homeowners Association.

**ZONE C - THINNING ZONE (50% THINNING NATIVE SHRUBS):**  
Maximum 100' out from Zone B. Zone C shall be non-irrigated and requires horizontal and vertical spacing of plant groups in accordance with Attachment 6 and removal of all dead and dying vegetation and undesirable species from Attachment 7. Minimum thinning percentage of plant removal is 50%. Zone C area shall be maintained by the Homeowners Association.

**ALTERNATIVE TREE SPACING REQUIREMENTS:**  
Planting within the Fuel Modification Zones along the Bee Canyon Access Road, where indicated on this plan, shall have no spacing within a group of trees, no more than three (3) trees in each group, and each group of trees shall be spaced a minimum of 30' from group to group measured from mature canopy. Additionally, 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. Any shrub material that naturally grows to more than 2' in height shall be spaced a minimum of 30' from groups of trees.

**SYMBOL LEGEND**

**ACCESS POINT**  
Indicates dedicated emergency and maintenance access paths on commonly owned property to facilitate access for emergency access and maintenance. Location shall be provided every 500 linear feet of FMZ or SMA length to have access, with a minimum 7-foot clear width and a dedicated flat path. Covenants for FMZ and SMA access and maintenance are to be recorded concurrently with all planning maps and referenced in CC and R's.

**IDENTIFICATION MARKER**  
Permanent identification markers shall be constructed to identify the limits of applicable Fuel Modification zones. Per Attachment 4 provide on sheet FM-2.

**RADIANT HEAT WALL**  
Radiant Heat wall shall be a minimum 6' in height, measured on both sides of the wall. Refer to details on sheet FM-2 for minimum requirements. Radiant Heat Wall(s) provided along a side yard condition shall, at a minimum, extend the length of the structure. The final design and location by the Landscape Architect and/or Civil Engineer.

**RADIANT HEAT CONSTRUCTION ZONE:**  
Lots indicated on this plan shall comply with all portions of the 2022 California Residential Code Section R337, as indicated on the Fire Protection Plan.

SCALE: 1" = 40'-0"

IRVINE GATEWAY - CONCEPTUAL FUEL MOD  
PLAN CONTROL

PLAN SET: "B"  
DATE: 04/03/2025

NO.	DATE	REVISION

LANDSCAPE ARCHITECT:

570 GLENNEYRE STREET  
LAGUNA BEACH, CA 92651  
(949) 497-5471

CIVIL ENGINEER:

15535 SAN CANYON AVE., SUITE 100  
IRVINE, CA 92618  
(949) 474-1960

PREPARED FOR:

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

PREPARED BY:

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

CONCEPTUAL FUEL MODIFICATION PLAN  
IRVINE GATEWAY VILLAGE - VTTM 19352

FUEL MODIFICATION LAYOUT

OCFA SERVICE REQUEST NUMBER

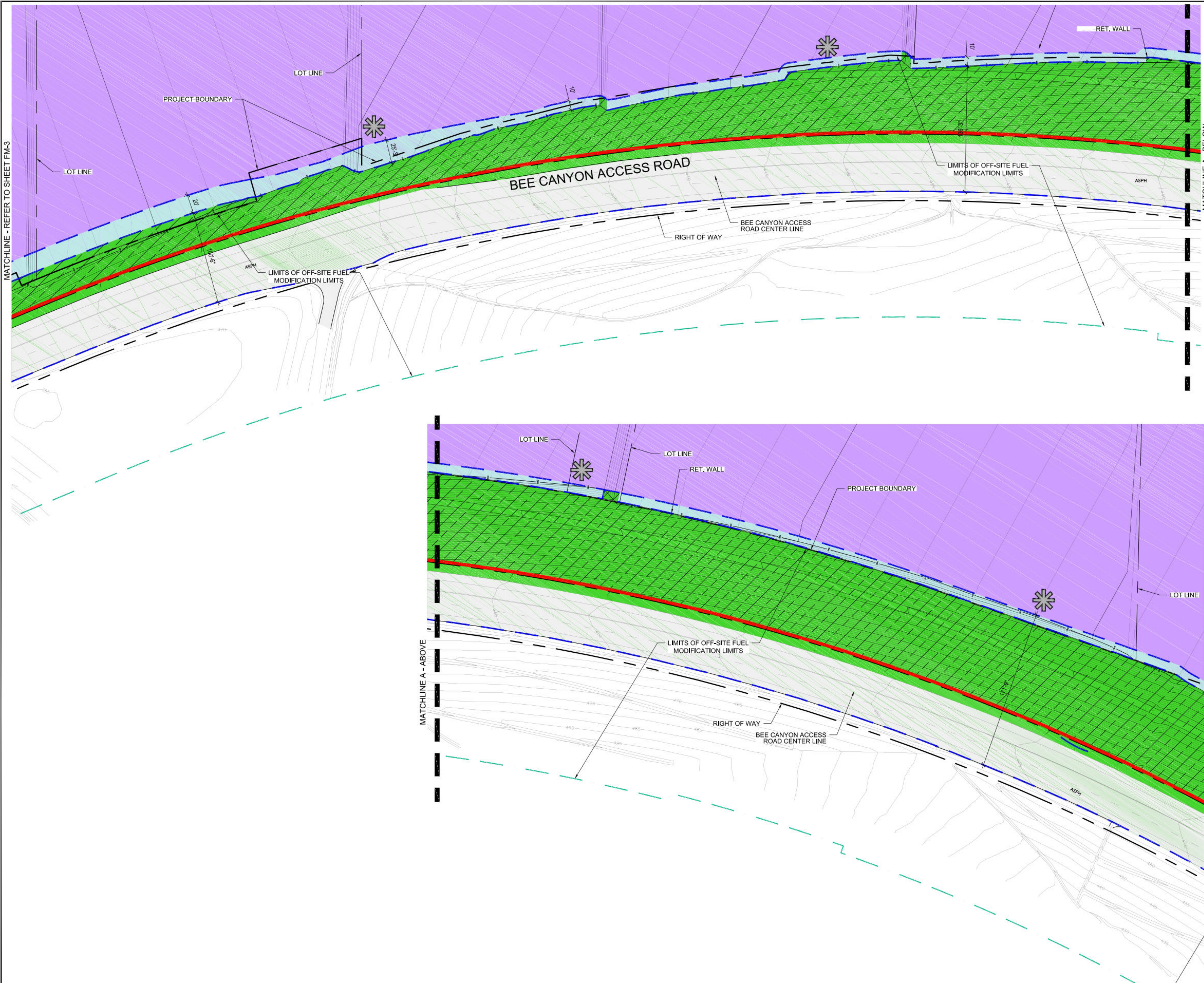
ORANGE COUNTY FIRE AUTHORITY

SHEET

FM-3

3 OF 9





**FUEL MODIFICATION LEGEND**

**ZONE A - NON-COMBUSTIBLE CONSTRUCTION:**  
10' to 20' Setback zone for non-combustible construction only. Zone A shall be maintained by the Homeowner's Association.

**ZONE B - WET ZONE (100% REMOVAL UNDESIRABLE SHRUBS):**  
Minimum 50' from Zone A. Zone B shall be permanently irrigated, fully landscaped with approved drought tolerant, deep rooted, moisture retentive material. If any new plant material is added this zone shall be planted with container shrub material, Avocado Orchard trees shall be a minimum of 15' from the side of any Eucalyptus Tree. Zone B area shall be maintained by the Homeowners Association.

**ZONE C - THINNING ZONE (50% THINNING NATIVE SHRUBS):**  
Maximum 100' out from Zone B. Zone C shall be non-irrigated and requires horizontal and vertical spacing of plant groups in accordance with Attachment 6 and removal of all dead and dying vegetation and undesirable species from Attachment 7. Minimum thinning percentage of plant removal is 50%. Zone C area shall be maintained by the Homeowners Association.

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Planting within the Fuel Modification Zones along the Bee Canyon Access Road, where indicated on this plan, shall have no spacing within a group of trees, no more than three (3) trees in each group, and each group of trees shall be spaced a minimum of 30' from group to group measured from mature canopy. Additionally, 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. Any shrub material that naturally grows to more than 2' in height shall be spaced a minimum of 30' from groups of trees.

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**RADIANT HEAT CONSTRUCTION ZONE:**  
Lots indicated on this plan shall comply with all portions of the 2022 California Residential Code Section R337, as indicated on the Fire Protection Plan.

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.













**FUEL MODIFICATION LEGEND**


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10' to 20' Setback zone for non-combustible construction only. Zone A shall be maintained by the Homeowner's Association.


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Minimum 50' from Zone A. Zone B shall be permanently irrigated, fully landscaped with approved drought tolerant, deep rooted, moisture retentive material. If any new plant material is added this zone shall be planted with container shrub material, Avocado Orchard trees shall be a minimum of 15' from the side of any Eucalyptus Trees. Zone B area shall be maintained by the Homeowners Association.


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 **RADIANT HEAT CONSTRUCTION ZONE:**  
Lots indicated on this plan shall comply with all portions of the 2022 California Residential Code Section R337, as indicated on the Fire Protection Plan.

MATCHLINE - REFER TO SHEET FM-5

SCALE: 1" = 40'-0"



IRVINE GATEWAY - CONCEPTUAL FUEL MOD

PLAN SET: "B"

PLAN CONTROL

DATE: 04/03/2025

NO.	DATE	REVISION

LANDSCAPE ARCHITECT:



570 GLENNEYRE STREET  
LAGUNA BEACH, CA 92651  
(949) 497-5471

CIVIL ENGINEER:



15535 SAN CANYON AVE., SUITE 100  
IRVINE, CA 92618  
(949) 474-1960

PREPARED FOR:



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

PREPARED BY:



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

CONCEPTUAL FUEL MODIFICATION PLAN  
IRVINE GATEWAY VILLAGE - VTTM 19352

FUEL MODIFICATION LAYOUT

OCFA SERVICE REQUEST NUMBER

ORANGE COUNTY FIRE AUTHORITY

SHEET

FM-6

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.



RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

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  
202400220793 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 0.00

(Space Above Line for Recorder's Use)

Free recording Requested per Government Code  
Section 6409 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  
27th day of July, 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  
Property.

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,

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

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:

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

2. **Easement.**

2.1. **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.

2.2. **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.

2.3. **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.

2.4. **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  
Modification Activities.

2.5. **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.

2.6. **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.

2.7. **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.

3. **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.

4. **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.

5. **Default.**

5.1. **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 non-  
defaulting 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.

5.2. **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.

5.3. **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.

6. **Recording.** This Agreement shall be duly recorded in the Official Records of the County  
of Orange, California ("Official Records").

7. **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.

8. **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.

9. **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

With a copy to:

Rutan & Tucker LLP  
18575 Jamboree Road, 9th Floor  
Irvine, CA 92612  
Attn: Irvine City Attorney

If to County:

County of Orange  
400 W. Civic Center Drive, 5th floor  
Santa Ana, CA 92701  
Attn: CEO/Real Estate

With a copy to:

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

10. **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.

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.

14. **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.

16. **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

DocuSign Envelope ID: 677212E3-3E8C-46D8-8025-5E8BA748C39

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.

17. **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

By: Thomas A. Miller  
Thomas A. Miller  
Chief Real Estate Officer  
County of Orange  
Pursuant to Minute Order dated 7/25/24

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By: Michael Humber  
Michael Humber  
Deputy

"Grantee":

THE CITY OF IRVINE  
a California nonprofit corporation

By: Oliver Chi  
Oliver Chi  
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.

State of California  
County of Orange

On July 30th, 2024, before me, Jessica Arce,  
Notary Public, personally appeared Thomas A. Miller, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jessica Arce (Seal)



DocuSign Envelope ID: 737272EC-7181-4E3B-86B8-1B1A67A7B6E7

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.

17. **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

By: 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

By: Signed in counterpart  
Deputy

"Grantee":

THE CITY OF IRVINE  
a California nonprofit corporation

By: Oliver Chi  
Oliver Chi  
City Manager

APPROVED AS TO FORM:

By: Jeffrey Melching  
Jeffrey Melching  
City Attorney

ATTEST:

By: Carl Petersen  
Carl Petersen  
City Clerk

NO.	DATE	REVISION

LANDSCAPE ARCHITECT:  
**swa**  
570 GLENNEYRE STREET  
LAGUNA BEACH, CA 92651  
(949) 497-5471

CIVIL ENGINEER:  
**FUSCOE**  
ENGINEERING  
15535 SAN CANYON AVE., SUITE 100  
IRVINE, CA 92618  
(949) 474-1960

PREPARED FOR:  
**Brookfield**  
Properties  
3200 PARK CENTER DRIVE, SUITE 1000  
COSTA MESA, CA 92626  
(714) 200-1500

PREPARED BY:  
**firesafe**  
PLANNING, INC.  
28506 AIROSO STREET  
RANCHO MISSION VIEJO, CA 92694  
(949) 240-5911

CONCEPTUAL FUEL MODIFICATION PLAN  
IRVINE GATEWAY VILLAGE - VTTM 19352  
**EASEMENT SHEETS**  
OCFA SERVICE REQUEST NUMBER  
**ORANGE COUNTY FIRE AUTHORITY**

SHEET  
**FM-7**  
7 OF 9

IRVINE GATEWAY - CONCEPTUAL FUEL MOD	PLAN SET: "B"
PLAN CONTROL	DATE: 04/03/2025



## 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 June 26, 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/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lori Beyer (Seal)

EXHIBIT A  
DESCRIPTION OF EASEMENT AREA

[Attached]

EXHIBIT "A"  
LEGAL DESCRIPTION  
Facility No.: 299559  
Parcel No.: 152FUEL 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 PARTICULARLY 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 "N67°39'55"E 740.80' -;  
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 BEGINNING;  
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, 287.04 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 2330.00 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 388.21 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 28°25'10" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 82°36'22" WEST;  
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 HEREOF.

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.

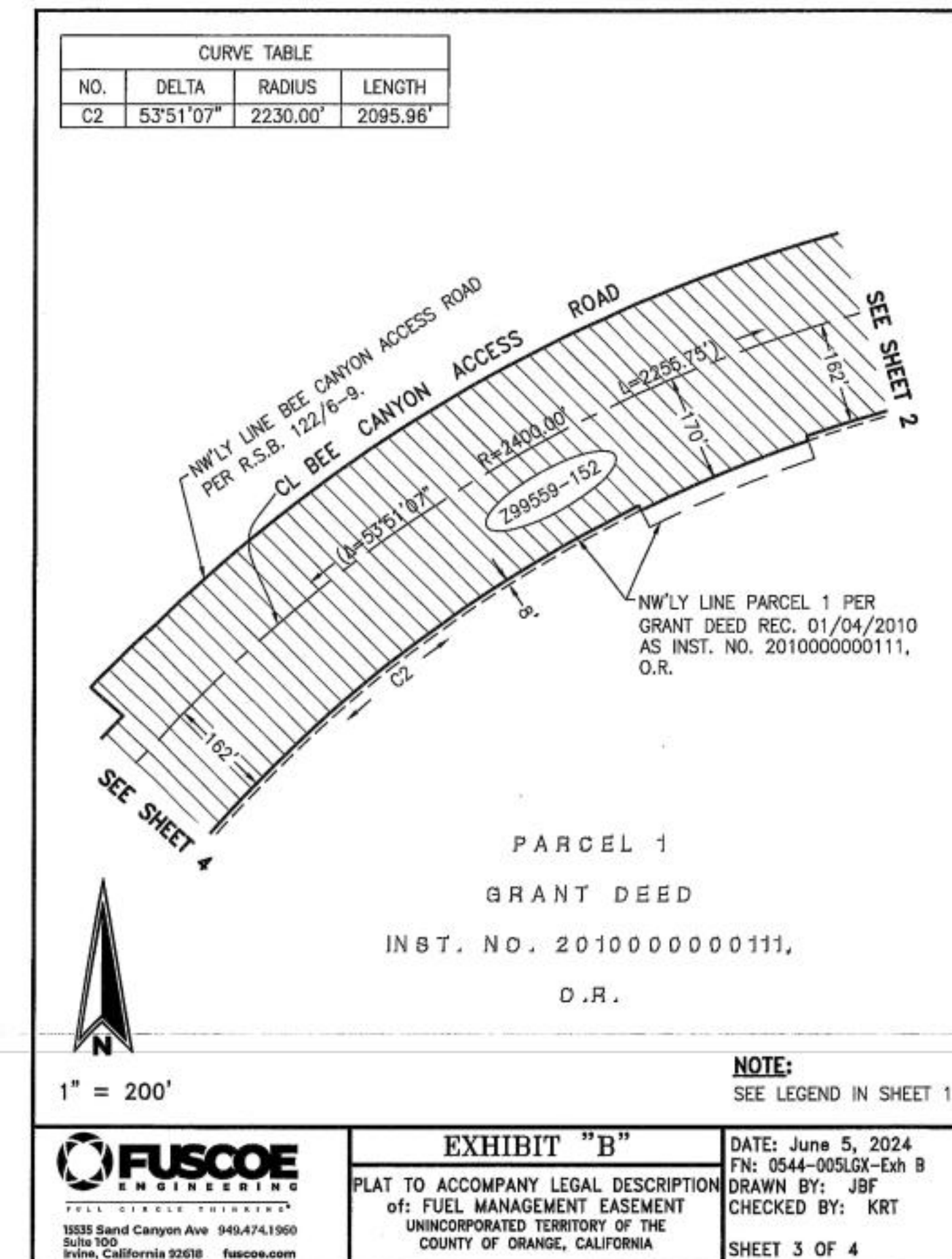
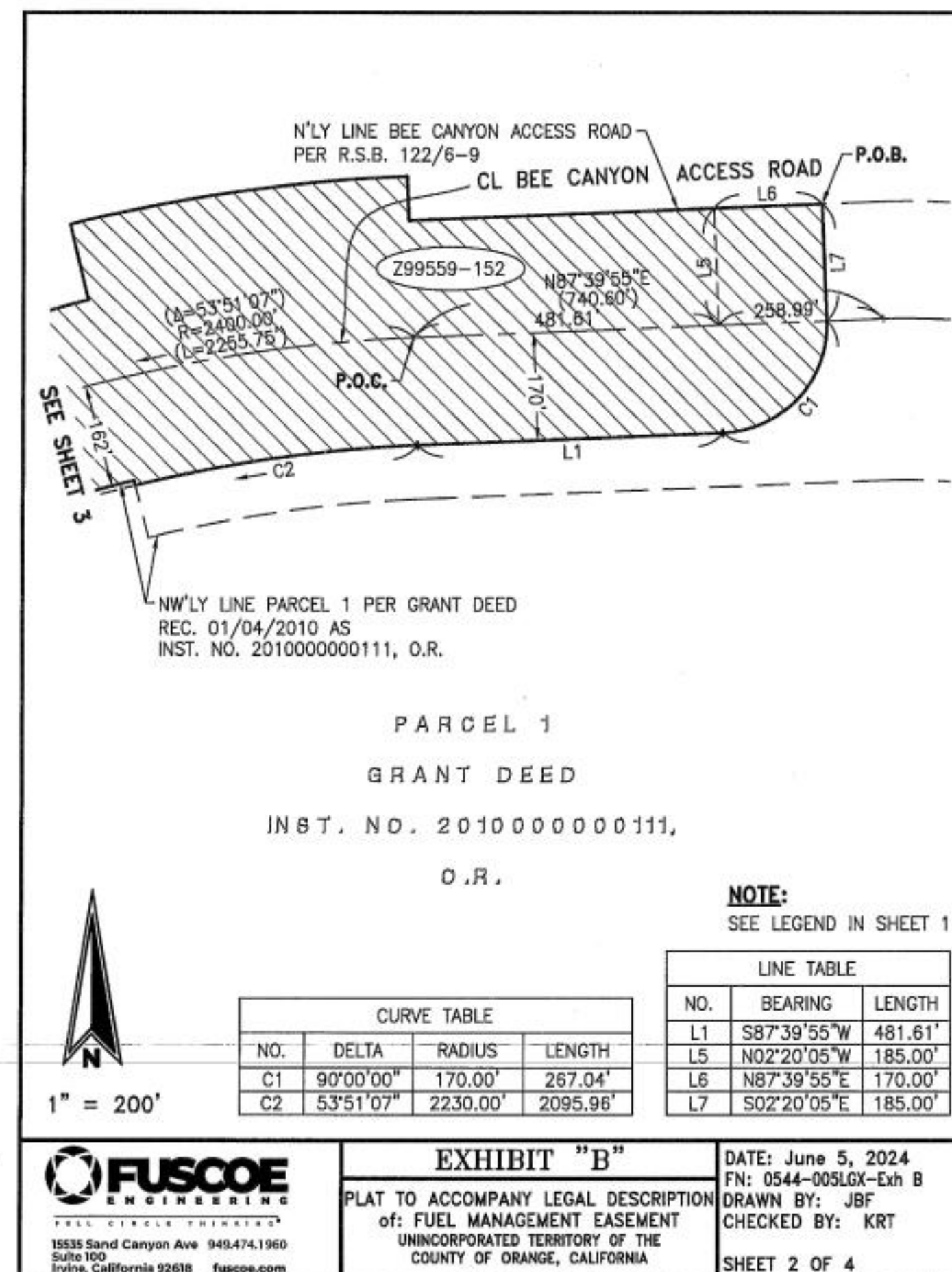
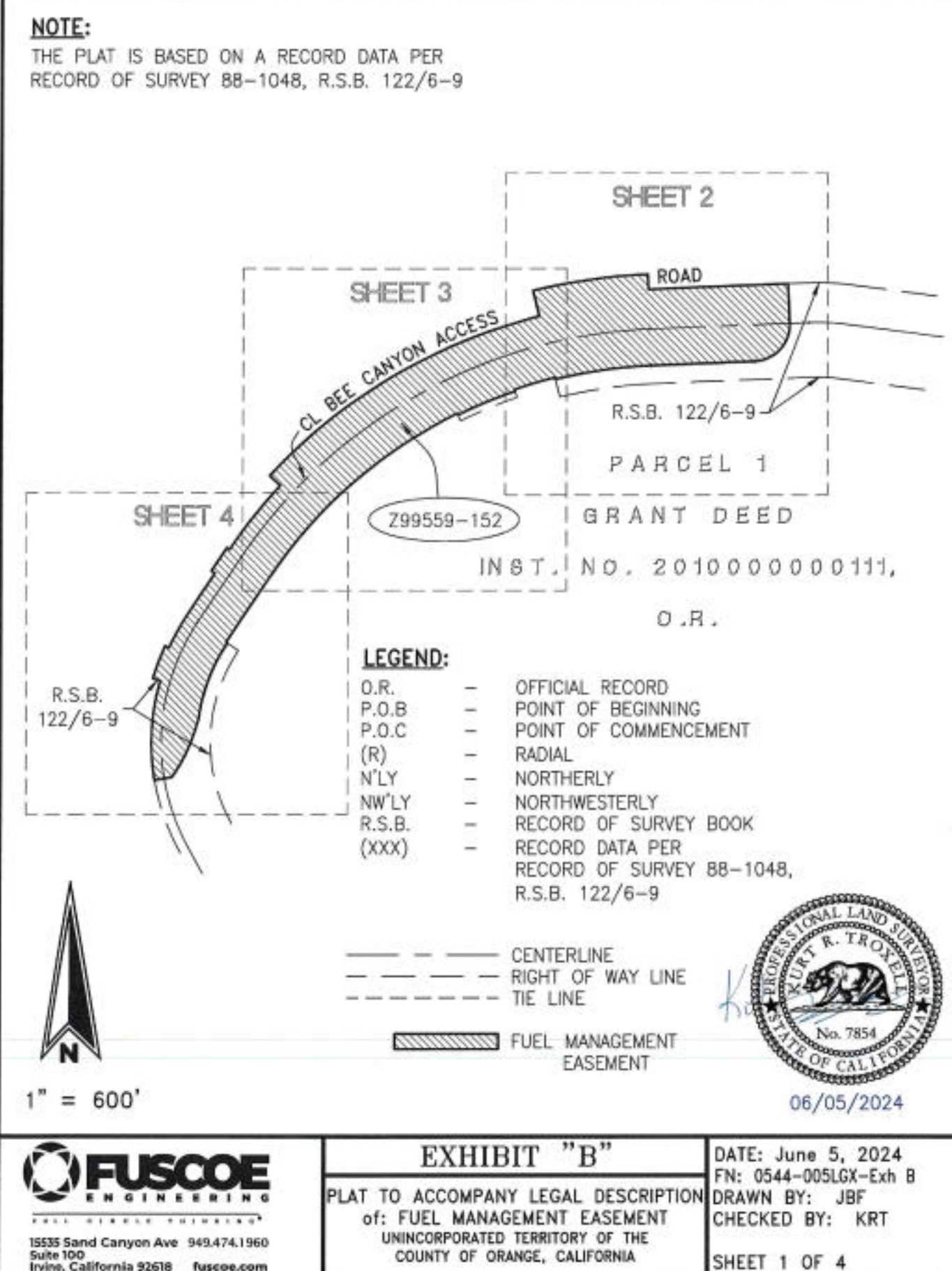
Kurt R. Troxell  
KURT R. TROXELL, P.L.S. 7854  
DATE PREPARED: 06/05/2024



EXHIBIT "A" - Page 2 of 2

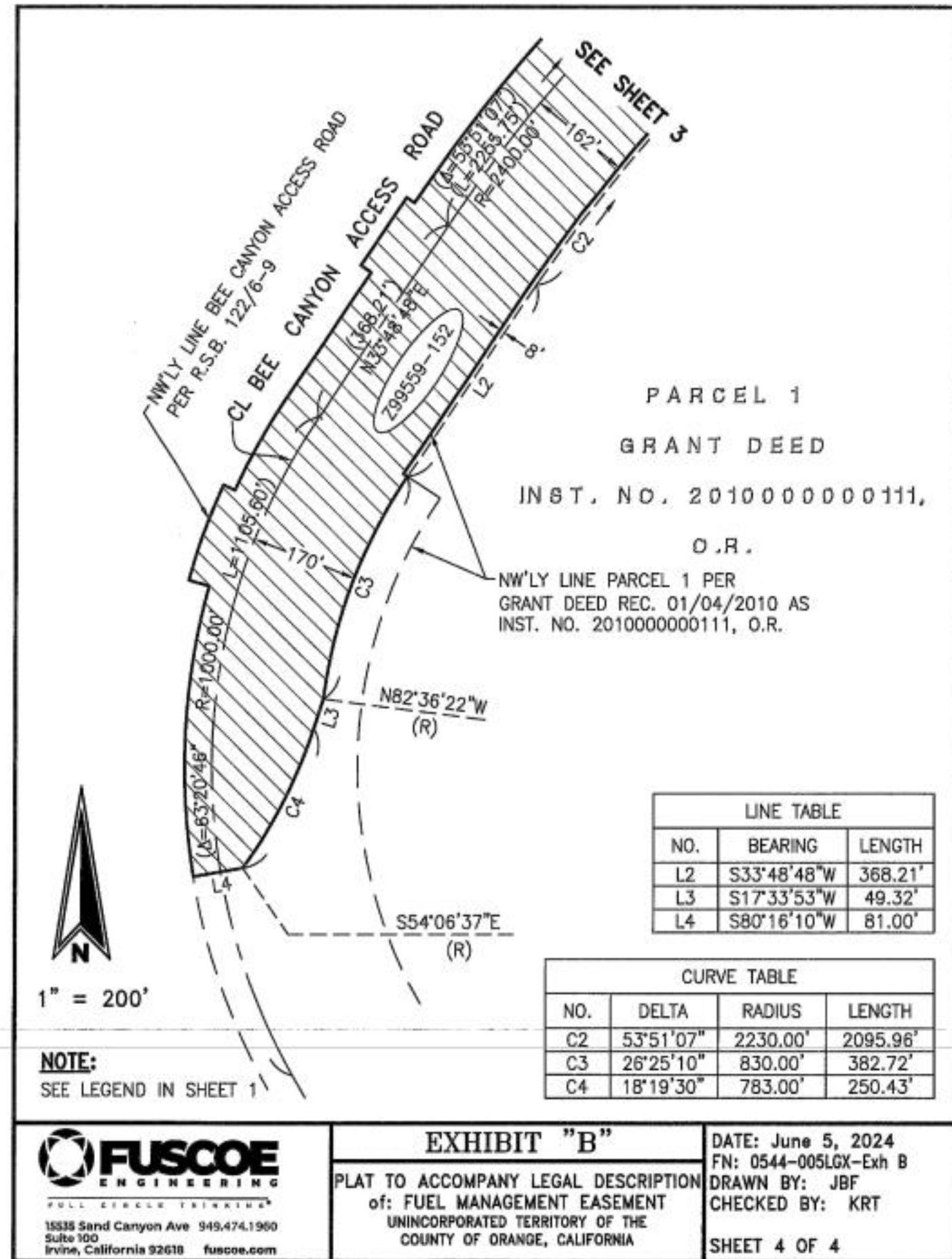
EXHIBIT B  
DEPICTION OF EASEMENT AREA

[Attached]



NO.	DATE	REVISION





CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant of Easement and Agreement dated 8/3/24, 2024, from the County of Orange, a political subdivision of 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  
Date: 8/8/2024

A notary public or other officer completing this certificate verifies only the identity of the individual(s) 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 8/8/2024, before me, [Signature], a Notary Public, 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

(SEAL)

EXHIBIT C  
DESCRIPTION OF CITY PROPERTY

[Attached]

EXHIBIT C  
LEGAL DESCRIPTION OF CITY PROPERTY

LEGAL DESCRIPTION OF CITY PROPERTY

CITY OF IRVINE  
CERTIFICATE OF ACCEPTANCE

[Attached]

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

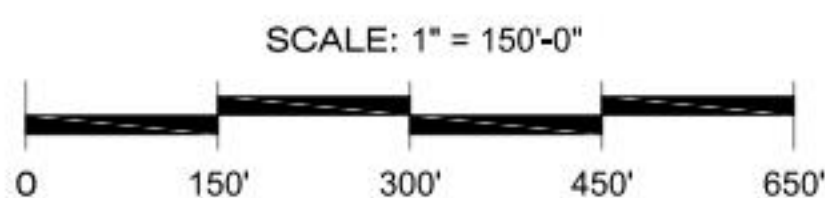
On August 8, 2024, before me, Lori Beyer, Notary Public (insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



IRVINE GATEWAY - CONCEPTUAL FUEL MOD	PLAN SET: "B"
PLAN CONTROL	DATE: 04/03/2025

NO.	DATE	REVISION

LANDSCAPE ARCHITECT:

**swa**

570 GLENNEYRE STREET  
LAGUNA BEACH, CA 92651  
(949) 497-5471

CIVIL ENGINEER:

**FUSCOE ENGINEERING**

15535 SAN CANYON AVE., SUITE 100  
IRVINE, CA 92618  
(949) 474-1960

PREPARED FOR:

**Brookfield Properties**

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

PREPARED BY:

**firesafe PLANNING, INC.**

28506 AIROSO STREET  
COSTA MESA, CA 92694  
(949) 240-5911

CONCEPTUAL FUEL MODIFICATION PLAN  
IRVINE GATEWAY VILLAGE - VTTM 19352

**EASEMENT SHEETS**

OCFA SERVICE REQUEST NUMBER

**ORANGE COUNTY FIRE AUTHORITY**

SHEET

**FM-9**

9 OF 9