

VETERANS CEMETERY LAND SWAP AGREEMENT

This VETERANS CEMETERY LAND SWAP AGREEMENT (this "Agreement") is dated as of October 26, 2017 ("Effective Date"), by and between HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("Heritage Fields"), and THE CITY OF IRVINE, a California charter city (the "City"). Heritage Fields and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City, the former Irvine Redevelopment Agency, and Heritage Fields entered into an agreement entitled "Amended and Restated Development Agreement Between the City of Irvine and the Irvine Redevelopment Agency and Heritage Fields El Toro, LLC" on December 27, 2010 ("Original ARDA"). The Original ARDA was approved by the City Council of the City of Irvine ("City Council") pursuant to Ordinance No. 09-09 on September 8, 2009, and has been supplemented by those certain letter agreements dated December 27, 2010 and September 13, 2011 (the "ARDA Letter Agreements"). The Original ARDA, as supplemented by the ARDA Letter Agreements, is hereinafter referred to as the "ARDA" and pertains to the development of a new master-planned community on property owned by Heritage Fields and known as the "Great Park Neighborhoods"; and

B. The ARDA provided for Heritage Fields to (among other things) transfer approximately 130.5 acres, comprising two (2) parcels, to the City, to become part of the "Great Park Property" (as defined in the ARDA) (the "ARDA Transfer Parcels"). The ARDA Transfer Parcels included a parcel containing approximately 5.0 acres (the "Southern ARDA Transfer Parcel"), and a parcel containing approximately 125.5 acres (the "Northern ARDA Transfer Site"); and

C. The City and Heritage Fields entered into an agreement entitled "Amended and Restated Master Implementation Agreement" on December 27, 2010 (the "Base ARMIA"). The Base ARMIA has been supplemented by that certain letter agreement dated December 27, 2010 (the Base ARMIA and the December 27, 2010 supplemental letter agreement are collectively referred to herein as the "ARMIA"); and

D. Heritage Fields transferred fee title to the Southern ARDA Transfer Parcel to the City, and (ii) the City and Heritage Fields agreed to delay the transfer of fee title to the Northern ARDA Transfer Site, and on or about November 10, 2011, entered into (a) a Lease for the portions of the Northern ARDA Transfer Site not subject to a "LIFO" (as defined in the ARDA) (the "ARDA Transfer Site Lease"), and (b) a Sublease for the portions of the Northern ARDA Transfer Site subject to a LIFO (the "ARDA Transfer Site Sublease"). Pursuant to the terms of the ARDA Transfer Site Lease and ARDA Transfer Site Sublease, as portions of the Northern ARDA Transfer Site received environmental clearance and were transferred in fee by the United States, Department of the Navy ("DON") to Heritage Fields, such portions would no longer be governed by the ARDA Transfer Site Sublease, but would instead be governed by the ARDA Transfer Site Lease, and Heritage Fields would transfer fee title to any such leased premises to the City after receipt of written notice from the City; and

E. As of the Effective Date, with the exception of the approximately 9.321 acres of the Northern ARDA Transfer Site that are still subject to a LIFO, Heritage Fields has transferred fee title to all portions of the Northern ARDA Transfer Site to the City; and

F. Assembly Bill 1453 was introduced in the California legislature in January 2014, proposing to establish a State Veterans Cemetery in Orange County (the “Cemetery”), and was signed by Governor Jerry Brown on September 27, 2014, with the legislation effective January 1, 2015; and

G. On March 15, 2016, the City received a letter from the Orange County Veterans Memorial Park Foundation (“Veterans Foundation”) Chairman, Bill Cook, requesting that the City Council consider a “swap” of the Northern ARDA Transfer Site with a site owned by Heritage Fields in Development District 2 of Planning Area 51, adjacent to Interstate 5 between Bake Parkway and Alton Parkway (known as the “Alternative Site,” as defined further herein), and to assist the Veterans Foundation to present this Alternative Site to CalVet for inclusion in the Grant Pre-application. The Alternative Site is more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein by this reference; and

H. At its meeting on June 6, 2017, the City Council designated the Alternative Site as the preferred site for a State Veterans Cemetery, and directed City staff to proceed with a land swap of certain portions of the Northern ARDA Transfer Site (such portions, collectively, the “ARDA Transfer Site,” as defined further herein) for the Alternative Site; and

I. The ARDA Transfer Site is more particularly described and depicted in Exhibit B, which is attached hereto and incorporated herein by this reference; and

J. California Senate Bill 96 (“SB 96”), which was approved on June 15, 2017 and enrolled on June 20, 2017, amended the Military and Veterans Code and mandated that CalVet oversee and coordinate the acquisition, study, design, development, and construction of a veterans’ cemetery in Southern California on the Alternative Site; and

K. The Budget Act of 2017 (“AB 97”) was signed by Governor Jerry Brown on June 27, 2017, and, in relevant part: allocates \$500,000 payable from the Southern California Veterans Cemetery Master Development Fund for “study work required for the Department of Veterans Affairs to apply to the Veterans Cemetery Grants Program of the United States Department of Veterans Affairs for a grant of not more than 100 percent of the estimated costs for acquiring, designing, developing, constructing, and equipping the cemetery” in the City of Irvine; and

L. Recent appraisals commissioned by the City appraised the ARDA Transfer Site at \$4 million, and the Alternative Site at \$68 million, so that the property being transferred to the City is worth substantially more than the property being transferred to Heritage Fields; and

M. Pursuant to Section 3.1.4 of the ARDA, the original transfer of the ARDA Transfer Site from Heritage Fields to the City did not include the conveyance of any average daily trips to the City, or the re-allocation of any average daily trips between the Heritage Fields Property (as that term is defined in the ARDA) and the City Property (as that term is defined in the ARDA). Accordingly, from and after the Closing Date (as defined in Section 7.01 herein), the 812,000 square feet of Research & Development entitlement (and 8,461 average daily trips) that are currently assumed and reflected in the City’s traffic model on the Alternative Site will be assumed and reflected in the City’s traffic model on the ARDA Transfer Site (to be designated new Development District 9). Consistent with Section 3.1.4 of the ARDA, the transfer of the Alternative Site to the City shall not include the conveyance or re-allocation of any average daily trips from Heritage Fields to the City; and

N. Pursuant to the California Environmental Quality Act (CEQA), the commitment to swap the land requires no further review because all the impacts have been adequately analyzed in the previously certified Final Second Supplemental Environmental Impact Report (Heritage Fields FSSEIR or FSSEIR, State Clearinghouse No. 2002101020) for the Heritage Fields Project, and the FSSEIR serves as the CEQA documentation for the land swap and contemplated related actions in accordance with CEQA Guidelines Section 15162; and

O. On September 7, 2017 the Irvine City Planning Commission considered certain zoning amendments (the “Zoning Amendments”) initiated by the City in connection with the transaction contemplated hereunder, and the approval of which are conditions to the Parties’ completion of the land swap, and recommended that the City Council approve the Zoning Amendments; and

P. On September 26, 2017, the City Council held a public hearing and approved the first reading of the ordinance approving the Zoning Amendments; and

Q. On September 26, 2017, the City Council approved the land swap contemplated herein, and approved the conveyance of the entire Alternative Site to CalVet immediately following the closing of the land swap contemplated herein for use only as a veterans cemetery and for interim agricultural uses, and further granted authority to the City staff to finalize this Agreement, and upon finalization, for the Mayor to execute this Agreement; and

R. Section 9.2.1.2 of the ARDA provides that the parties may modify the ARDA Transfer Site location and boundaries, and Section 9.7 of the ARDA allows for future adjustments to the exhibits attached to the ARDA to reflect subsequent changes in ownership of the Parties’ respective properties. Accordingly, this Agreement is authorized by and implements the express provisions of the ARDA.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Heritage Fields agree as follows:

ARTICLE I **LAND SWAP**

1.01 ARDA Transfer Site. Subject to the terms and conditions of this Agreement, the City hereby agrees:

(a) to convey to Heritage Fields, and Heritage Fields hereby agrees to accept from the City, all of the City’s right, title and interest in the ARDA Transfer Site, free and clear of all liens and other title exceptions, with the exception of those certain matters listed on Schedule 1 attached hereto (the “ARDA Transfer Site Permitted Exceptions”). As used in this Agreement, the term “ARDA Transfer Site” shall include, without limitation, the underlying land and all improvements, fixtures and landscaping currently located thereon; and

(b) to accept fee title to the Alternative Site as consideration for the conveyance of the ARDA Transfer Site to Heritage Fields.

1.02 Alternative Site. Subject to the terms and conditions of this Agreement, Heritage Fields hereby agrees:

(a) to convey to the City, and the City hereby agrees to accept from Heritage Fields, all of Heritage Field's right, title and interest in the Alternative Site, free and clear of all liens and other title exceptions, with the exception of those certain matters listed on Schedule 2 attached hereto (the "Alternative Site Permitted Exceptions"). As used in this Agreement, the term "Alternative Site" shall include, without limitation, the underlying land and all improvements, fixtures and landscaping currently located thereon; and

(b) to accept fee title to the ARDA Transfer Site as consideration for the conveyance of the Alternative Site to the City.

1.03 Reallocation of Average Daily Trips. The Parties hereby agree that from and after the Closing (as defined in Section 7.01 herein), the 812,000 square feet of Research & Development entitlement that is currently assumed and reflected in the City's traffic model on the Alternative Site (including, without limitation, the 8,461 average daily trips allocable to this entitlement) shall be assumed to be located on and reflected in the City's traffic model on Development District 9. Consistent with Section 3.1.4 of the ARDA, the transfer of the Alternative Site to the City shall not include the conveyance or re-allocation of any average daily trips from Heritage Fields to the City.

1.04 Stockpile. The Parties hereby acknowledge and agree that there are approximately one hundred thousand (100,000) cubic yards of dirt stockpiled on the ARDA Transfer Site (the "Stockpile"), which dirt is currently owned by the City. Heritage Fields shall not place further dirt on the ARDA Transfer Site between the Effective Date and thirty (30) days following the Closing Date. Within ninety (90) days of the approval of this Agreement by the City Council, the City shall provide a written notice to Heritage Fields of its election to remove all or a portion of the Stockpile from the ARDA Transfer Site (the "Stockpile Removal Notice"). The City's failure to timely deliver a Stockpile Removal Notice shall constitute an election to waive its rights with respect to the Stockpile, and the Stockpile shall become the property of Heritage Fields at the Closing Date. Should the City timely deliver a Stockpile Removal Notice, Heritage Fields shall grant the City a license for the removal of the Stockpile from the ARDA Transfer Site (with reasonable terms of access, but with no monetary consideration paid by the City for the license), which removal shall be conducted at the City's sole cost and expense, within (30) days following the Closing Date. Any portion of the Stockpile that is not removed from the ARDA Transfer Site within thirty (30) days following the Closing Date will become the property of Heritage Fields.

ARTICLE II

TITLE DOCUMENTS

2.01 Title Documents.

(a) ARDA Transfer Site. At Closing, First American Title Company ("Title Company") shall issue or be irrevocably committed to issue to Heritage Fields, at Heritage Fields' cost, an ALTA form owner's title policy in an insurable amount determined by Heritage Fields, subject only to the ARDA Transfer Site Permitted Exceptions (the "ARDA Transfer Site Title Policy").

(b) Alternative Site. At Closing, the Title Company shall issue or be irrevocably committed to issue to the City, at the City's cost, an ALTA form owner's title policy in an insurable amount determined by the City, subject only to the Alternative Site Permitted Exceptions (the "Alternative Site Title Policy").

ARTICLE III
CONDITIONS, RESTRICTIONS, AND USE OF PROPERTY; HAZARDOUS MATERIALS

3.01 Condition and Use of Property After Closing.

(a) Alternative Site Use. The Parties hereby acknowledge and agree that the goal and purpose of the transaction contemplated in Article I of this Agreement is to allow for the construction and operation of the Cemetery. As set forth in the Alternative Site Grant Deed (as defined herein) from and after the Closing Date the uses of the Alternative Site shall be limited to agricultural uses (on an interim basis) and for the operation of the Cemetery and ancillary uses, directly related to cemetery purposes (by way of example: crematorium, flower stalls, retail shops offering Veterans related merchandise, or historical items). From and after the Closing Date, the City shall no longer have an obligation to cooperate and coordinate with Heritage Fields in the manner specified in the last sentence of Section 3.9.2 of the ARDA because the Alternative Site is not in close proximity to the “Park District” portion and the northern part of the Life Long Learning District of the Heritage Fields Property.”

(i) The City (or any developer and/or owner of all or any portion of the Alternative Site) shall be solely responsible for all costs and expenses incurred or to be incurred in connection with any development, operation, or maintenance of the Alternative Site (and for any traffic mitigation related thereto), including but not limited to, any North Irvine Transportation Mitigation payments and all other development, impact or other fees related to the use and development of the Alternative Site.

(b) Heritage Fields Property. Consistent with Section 9.2.2 of the ARDA, the conveyance of the Alternative Site to the City shall not affect the character, density or intensity of uses approved for the Heritage Fields Property (as such term is defined in the ARDA) or the traffic mitigation required for such uses; provided, however, that for purposes of this Section 3.01(b), the term “Heritage Fields Property” shall include the ARDA Transfer Site and exclude the Alternative Site.

3.02 Hazardous Materials. From and after the Closing Date:

(a) Subject to Article VIII of the ARMIA (under which the ARDA Transfer Site shall be deemed “Developer Property” and the Alternative Site shall be deemed “City Property” as of the Closing), Heritage Fields shall be solely responsible for all costs and expenses incurred or to be incurred in connection with the removal or cleanup of any materials (including, without limitation, any substance, material or waste that, because of its quantity, concentration or physical or chemical characteristics poses an unacceptable present or potential risk of harm to human health and/or safety or to the environment, including, but not limited to, petroleum, petroleum-based products, natural gas, or any substance, material or waste that is, or shall be, listed, regulated or defined by federal, state, or local statute, regulation or rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous (collectively, the “Hazardous Materials”)) on, in, or under the ARDA Transfer Site, to the extent such removal or cleanup is required. Heritage Fields shall have no recourse against the City for such removal and/or cleanup activities.

(b) The City shall be solely responsible for all costs and expenses incurred or to be incurred in connection with the removal or cleanup of any materials (including, without limitation, Hazardous Materials) on, in, or under the Alternative Site, to the extent such removal or cleanup is required. The City shall have no recourse against Heritage Fields for such removal and/or cleanup activities.

(c) Nothing in this Agreement is intended to, and shall not in any way affect, the duties, obligations, liability or responsibility of the DON, any insurance or surety company under an applicable insurance policy or surety bond, or any other person or entity not a Party to this Agreement, for the removal and/or cleanup of such materials.

(d) Heritage Fields and the City covenant and agree to cooperate in connection with obtaining from the insurer of the American International Specialty Lines Insurance Company Policy Number [REDACTED] (the "Environmental Insurance Policy") an endorsement to the Environmental Insurance Policy reflecting the change in ownership of the properties described in this Agreement.

ARTICLE IV **"AS IS, WHERE IS"**

4.01 ARDA Transfer Site; "AS IS, WHERE IS". Heritage Fields acknowledges and agrees that upon Closing, the City will convey to Heritage Fields, and Heritage Fields will accept from the City the ARDA Transfer Site, "AS IS, WHERE IS," with all faults; provided, however, nothing contained in this Agreement is intended to modify the terms of Article VIII of the ARMIA notwithstanding the fact that fee title ownership to the ARDA Transfer Site will be conveyed to Heritage Fields, and fee title ownership of the Alternative Site will be conveyed to the City; provided, however, that the ARDA Transfer Site shall be deemed "Developer Property" and the Alternative Site shall be deemed "City Property" under the ARMIA from and after the Closing Date.

4.02 Alternative Site; "AS IS, WHERE IS". The City acknowledges and agrees that upon Closing, Heritage Fields will convey to the City, and the City will accept from Heritage Fields the Alternative Site, "AS IS, WHERE IS," with all faults.

ARTICLE V **THE CITY'S CONDITIONS PRECEDENT TO CLOSING**

5.01 Conditions. The following conditions are conditions precedent to the City's obligation to convey the ARDA Transfer Site in exchange for the Alternative Site:

(a) Closing Deliverables. Heritage Fields shall have delivered all closing deliverables required pursuant to Section 7.02 herein.

(b) Compliance by Heritage Fields. Heritage Fields shall have complied in all material respects with each and every covenant or condition of this Agreement to be kept or complied with by Heritage Fields prior to the Closing.

(c) Title Policy. The Title Company has issued or is irrevocably committed to issue the Alternative Site Title Policy.

(d) Final Approvals. The Zoning Amendments shall have been approved by the City Council and no (i) referendum ("Referendum"), or (ii) legal action or challenge by any party other than Heritage Fields or any of its parents, subsidiaries or affiliates (including, without limitation, all of the entities listed in the Heritage Fields signature block to this Agreement) (any such legal action, a "Third-Party Legal Challenge"), shall have been commenced to set aside or challenge the validity or enforceability of the Zoning Amendments or this Agreement (collectively the "Approvals"), in whole or in part, within ninety (90) days following issuance of the Approvals. If any such Referendum, or Third Party Legal Challenge is so commenced, then the Approvals shall not be considered final for purposes of this Agreement

unless and until the Referendum or Third Party Legal Challenge has been (i) finally adjudicated without further right of appeal, resulting in a conclusion that upholds the Final Approvals, (ii) dismissed, thereby resulting in Final Approvals, or (iii) otherwise settled and resolved in a manner mutually approved by Heritage Fields and the City. Such final and non-appealable approval of the Approvals is referred to herein as the “Final Approvals.” If Final Approvals have not been achieved within two (2) years following the Effective Date, and a Third-Party Legal Challenge remains pending, Heritage Fields in its sole discretion, may elect to terminate this Agreement by written notice delivered to the City no later than thirty (30) days prior to the second (2nd) anniversary of the Effective Date. Heritage Fields’ failure to timely deliver such termination notice shall extend this Agreement for one additional year. Heritage Fields shall have a total of three (3) successive options, at one year intervals, to terminate this Agreement (for a maximum aggregate term of five (5) years from the Effective Date), each of which shall be deemed to have been elected by Heritage Fields if both (i) Heritage Fields’ timely delivers a written termination notice no later than thirty (30) days prior to the end of the applicable one-year period, and (ii) on the date that is thirty (30) days prior to the end of the applicable one-year period, a Third Party Legal Challenge remains pending. Notwithstanding the foregoing, (i) if as a result of a Referendum Final Approvals are not achieved, this Agreement shall immediately terminate, unless the Parties mutually agree to extend the term of this Agreement within fourteen (14) days of the certification of the results of an election on such Referendum, and (ii) if at the conclusion of a Third Party Legal Challenge (whether by adjudication, dismissal or settlement), and the expiration of all applicable appeal periods relating thereto, Final Approvals have not been achieved, this Agreement shall immediately terminate, unless the Parties mutually agree to extend the term of this Agreement within fourteen (14) days of the expiration of the final appeal period or entry of final judgment whichever is later. If this Agreement has not been terminated earlier, on the fifth anniversary of the Effective Date, this Agreement shall terminate, unless the Parties mutually agree to extend the term of this Agreement. The City expressly acknowledges that in accordance with Section 3.6 of the ARDA, Heritage Fields does not consent to the Zoning Amendments unless and until this Agreement is final and no longer appealable.

5.02 Effect of Failure of The City’s Conditions. The conditions set forth in Section 5.01 are for the City’s sole benefit, and the City may, in its sole and absolute discretion, waive the fulfillment of any one or more of the conditions, or any part thereof. In the event that there shall be a failure of any of the conditions contained in Section 5.01, the City may, in addition to any other remedies available to the City, terminate this Agreement.

ARTICLE VI

HERITAGE FIELDS’ CONDITIONS PRECEDENT TO CLOSING

6.01 Conditions. The following conditions are conditions precedent to Heritage Fields’ obligation to convey the Alternative Site to the City in exchange for the ARDA Transfer Site:

(a) Closing Deliverables. The City shall have delivered all closing deliverables required pursuant to Section 7.02 herein.

(b) Compliance by the City. The City shall have complied in all material respects with each and every covenant or condition of this Agreement to be kept or complied with by the City prior to the Closing.

(c) Title Policy. The Title Company has issued or is irrevocably committed to issue the ARDA Transfer Site Title Policy.

(d) Final Approvals. The Final Approvals have been obtained prior to the occurrence of one of the events triggering termination of this Agreement as specified in Section 5.01(d).

6.02 Effect of Failure of Heritage Fields' Conditions. The conditions set forth in Section 6.01 are for Heritage Field's sole benefit, and Heritage Fields may, in its sole and absolute discretion, waive the fulfillment of any one or more of the conditions, or any part thereof. In the event that there shall be a failure of any of the conditions contained in Section 6.01, Heritage Fields may, in addition to any other remedies available to Heritage Fields, terminate this Agreement.

ARTICLE VII

CLOSING

7.01 Closing. The closing hereunder (the "Closing") shall be the date the ARDA Transfer Site Grant Deed (as defined in Section 7.02) and the Alternative Site Grant Deed (as defined in Section 7.02) are recorded in the Official Records of the County of Orange by Heritage Fields, which recording shall be concurrent (the "Closing Date"). The Closing shall occur (a) on or before the date that is ten (10) days after the satisfaction of all the Conditions Precedent in accordance with Section 5.01 and Section 6.01, or (b) as mutually agreed between the City and Heritage Fields in writing.

7.02 Closing Deliverables. Upon either Party's confirmation that all Conditions Precedent set forth in Sections 5.01 and 6.01 herein have been satisfied or otherwise waived, said Party shall promptly send to the other Party a written notice stating that all conditions precedent to the Closing have been satisfied or otherwise waived (the "Closing Notice"). If Heritage Fields delivers a Closing Notice, it shall be accompanied by (i) one (1) copy of a duly executed and acknowledged grant deed conveying the Alternative Site, in the form attached hereto as Exhibit D and incorporated herein by this reference (the "Alternative Site Grant Deed"); and (ii) a duly executed termination of the ARDA Transfer Site Lease and ARDA Transfer Site Sublease in the form attached hereto as Exhibit E and incorporated herein by this reference (the "Lease Termination," and together with the Alternative Site Grant Deed, collectively, the "Heritage Fields Deliverables"). Upon the City's receipt of the Closing Notice from Heritage Fields, the City shall confirm whether all Conditions Precedent set forth in Sections 5.01 and 6.01 herein have been satisfied or otherwise waived, and if so determined, the City shall deliver to Heritage Fields within three (3) days of the City's receipt of the Closing Notice from Heritage Fields (i) an original duly executed and acknowledged grant deed conveying the ARDA Transfer Site, in the form attached hereto as Exhibit C and incorporated herein by this reference (the "ARDA Transfer Site Grant Deed"); (ii) a duly executed Lease Termination; and (iii) an original duly executed and acknowledged Acknowledgement of Grantee's Covenants & Certificate of Acceptance in the form attached hereto in Exhibit D and incorporated herein by this reference; and (iv) written authorization permitting Heritage Fields to record the ARDA Transfer Site Grant Deed and the Alternative Site Grant Deed on the Closing Date (such documents, collectively, the "City Deliverables"). If the City delivers a Closing Notice, it shall be accompanied by the City Deliverables. Upon Heritage Field's receipt of the Closing Notice from the City, Heritage Fields shall confirm whether all Conditions Precedent set forth in Sections 5.01 and 6.01 herein have been satisfied or otherwise waived, and if so determined, Heritage Fields shall deliver to the City, within three (3) days of Heritage Field's receipt of the Closing Notice from the City, the Heritage Fields Deliverables. If the City delivers a Closing Notice, for purposes of Section 7.01, the date the City provides the City Deliverables to Heritage Fields pursuant this Section 7.02, shall be considered the date that all Conditions Precedent have been satisfied.

7.03 Costs and Expenses. Pursuant to Section 11922 of the California Revenue and Taxation Code, transfer of the Alternative Site to the City is exempt from the payment of a documentary

transfer tax and recording fees. Heritage Fields shall pay (i) all County of Orange documentary transfer taxes (if any) and (ii) any recording fees, all based upon a value of \$4 million.

ARTICLE VIII

EFFECT OF SWAP ON OTHER AGREEMENTS

8.01 Implementation.

(a) Effect of this Agreement. The Parties acknowledge that Section 9.2.1.2 of the ARDA expressly contemplates that the parties may modify the ARDA Transfer Site location and boundaries. Except as necessary to reflect the change in ownership of the Alternative Site and the ARDA Transfer Site contemplated by this Agreement and the related classification of the Alternative Site as “City Property” (as that term is used in the ARDA and in the ARMIA) and the ARDA Transfer Site as “Heritage Fields Property,” (as that term is used in the ARDA) and as “Developer Property” (as that term is used in the ARMIA), nothing in this Agreement is intended to limit, modify or amend the terms and conditions of the ARDA, or the ARMIA.

(b) Administrative Amendments. The Parties shall use commercially reasonable efforts to execute (prior to the Closing Date) the administrative amendments or replacement of exhibits to the ARDA (pursuant to Section 9.7 of the ARDA), and any other project related agreements and documents, necessary and desirable, to reflect the land exchange provided for under this Agreement. Each of the foregoing amendments or administrative modifications shall be effective as of the Closing. Promptly following the Closing Date, the Parties will take all necessary steps under Articles 3 and 3.5 of the Mello-Roos Community Facilities Act of 1982, as amended (the “CFD Act”), to change the boundaries of Improvement Area No. 2 and Improvement Area No. 3 so that (i) the ARDA Transfer Site shall be removed from the boundaries of Improvement Area No. 3 and shall be annexed to Improvement Area No. 2, and (ii) the Alternative Site shall be removed from the boundaries of Improvement Area No. 2 and shall be annexed to Improvement Area No. 3. The change proceedings under the CFD Act described in the foregoing sentence may be combined with proceedings initiated by Heritage Fields to create one or more additional improvement areas in the Community Facilities District out of the property in Improvement Area No. 2. From and after the Closing Date, in all project related documents, the ARDA Transfer Site shall be renamed: “Development District 9.” Unless otherwise restricted by law, the City Manager, with the concurrence of an authorized representative from Heritage Fields, shall have the authority to make such administrative changes as may be necessary to accurately reflect the effects of this Agreement.

(c) Temporary License to the City. Heritage Fields hereby agrees to grant to the City a temporary license over a certain portion of the ARDA Transfer Site, as determined in Heritage Fields’ commercially reasonable discretion, to allow access to the real property described in the quitclaim deed recorded in the Official Records of Orange County, California on May 12, 2016 as Instrument No. 2016000213600 (the “Simulator Parcel”) to undertake construction of public park facilities on the Simulator Parcel, including, but not limited to, the demolition and removal of the existing structures on the Simulator Parcel, from and after the Closing Date. The temporary license agreement will provide that the term shall continue until such time as Heritage Fields provides the City with notice of its intent to commence work on the ARDA Transfer Site, at which time such temporary license shall be automatically extinguished and terminated.

(d) Temporary License to CalVet. Heritage Fields and the City hereby agree to work together with CalVet on a temporary license for access to the Alternative Site, as such access is requested by CalVet and reasonably necessary for CalVet to undertake any uses on the Alternative Site that are not prohibited by the Alternative Site Grant Deed, including, without limitation, site inspection and

investigation activities, cemetery planning activities, and interim agricultural uses (the "Permitted Alternative Site Activities"). The temporary license agreement will provide that the term shall continue until the earlier of (i) such time as CalVet no longer desires to perform any Permitted Alternative Site Activities on the Alternative Site, or (ii) such time as there are other means of public access to each of the three (3) parcels comprising the Alternative Site; provided, however, that the parties may elect to partially terminate the temporary license to the extent any portion of the access granted pursuant to the temporary license is no longer necessary for the performance of the Permitted Alternative Site Activities.

ARTICLE IX **MISCELLANEOUS**

9.01 Notices. Any notice or communication required hereunder between the City, Heritage Fields, and/or the Title Company must be in writing and may be given either personally, by registered or certified mail, return receipt requested, or by facsimile transmission. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City: City of Irvine
 City Hall
 One Civic Center Plaza
 Irvine, CA 92623-9575
 Attn: Director of Community Development
 Telephone: (949) 724-6451
 Telecopy: (949) 724-6440

With a copy to: Rutan & Tucker, LLP
 611 Anton Blvd., Suite 1400
 Costa Mesa, CA 92626
 Attn: Jeffrey T. Melching, Esq.
 Telephone: (714) 641-3422
 Telecopy: (714) 546-9035

If to Heritage Heritage Fields El Toro, LLC
Fields: 25 Enterprise; Suite 300
 Aliso Viejo, CA 92646
 Attention: Legal Notices
 Telephone: (949) 349-1000
 Telecopy: (949) 349-1075

With a copy to: Gibson, Dunn & Crutcher LLP
 333 South Grand Avenue, Suite 4900
 Los Angeles, CA 90071
 Attention: Amy Forbes, Esq.
 Telephone: (213) 229-7151
 Telecopy: (213) 229-6151

9.02 Amendments. This Agreement may be amended or modified only by a written instrument executed by both Parties.

9.03 Governing Law, Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any arbitration of this matter must occur in the County of Orange, State of California.

9.04 No Intent To Benefit Third Parties. The covenants and agreements and any and all other terms and provisions herein contained, express or implied, shall be only for the benefit of the City and Heritage Fields hereto and their respective successors and assigns, and such covenants, agreements, terms, and provisions shall not inure to the benefit of the obligees of any indebtedness or any other party, whomsoever, deemed to be a third-party beneficiary of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

HERITAGE FIELDS:


HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

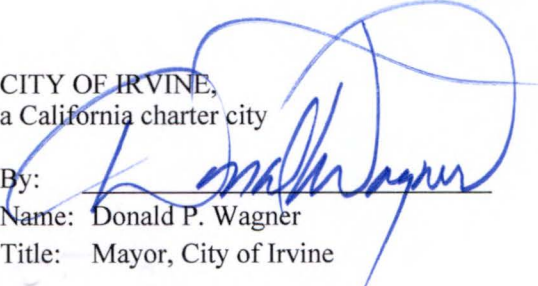
By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP,
a Delaware limited partnership
Its: Sole Member


By: 
Name: GREG MCWILLIAMS
Title: REGIONAL PRESIDENT

CITY:

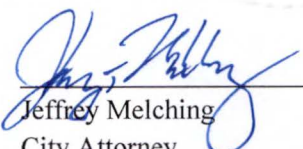
CITY OF IRVINE,
a California charter city

By: 
Name: Donald P. Wagner
Title: Mayor, City of Irvine

ATTEST:


Molly McLaughlin
City Clerk

APPROVED AS TO FORM:


Jeffrey Melching
City Attorney

SCHEDULE 1

ARDA TRANSFER SITE PERMITTED EXCEPTIONS

In addition to the standard exceptions from coverage contained in a standard First American Title Insurance ALTA Owner's Policy, the following:

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. The Terms, Provisions, Covenants, Conditions, Restrictions and Easements in the Quit Claim Deed from The United States of America acting through the Department of the Navy Recorded July 12, 2005 as Instrument No. 2005-0536290, April 17, 2009 as Instrument No. 2009000191012, May 10, 2010 as Instrument No. 2010000218746, June 3, 2011 as Instrument No. 2011000276334, June 16, 2011 as Instrument No. 2011000293986, February 21, 2013 as Instrument No. 2013000109106, and September 29, 2017 as Instrument 2017000415561 all of Official Records.
5. Terms, Provisions, and Conditions contained in an Instrument entitled "Amended and Restated Development Agreement", executed by and between the City of Irvine and the Redevelopment Agency and Heritage Fields El Toro, LLC, recorded December 27, 2010 as Instrument No. 2010000700065 of Official Records.
6. The fact that the land lies within the boundaries of the Great Park Redevelopment Project Area, as disclosed by the document recorded March 31, 2005 as Instrument No. 2005000242692 of Official Records, and revised by a document recorded June 27, 2007 as Instrument No. 2007000407641.
7. Covenants, conditions, restrictions and easements in the document recorded Instrument No. 2013000109105 as February 21, 2013 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. §3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Affects: The land and other property

8. The terms, provisions and easements in the Grant Deed recorded July 15, 2013 as instrument nos. 2013000424201, 2013000424202, 2013000424203, 2013000424204, 2013000424205 and 2013000424206 all of official records.
9. An easement for Underground electrical supply systems and communication systems and incidental purposes, recorded April 13, 2016 as Instrument No. 2016000160454 of Official Records.

In Favor of: Southern California Edison Company

Affects: As described therein

10. An easement for underground electrical supply systems and communication systems and incidental purposes, recorded January 17, 2017 as Instrument No. 2017000020366 of Official Records.

In Favor of: Southern California Edison Company
Affects: As described therein

11. An easement for underground gas lines and incidental purposes, recorded January 27, 2017 as Instrument No. 2017000038271 of Official Records.

In Favor of: Southern California Gas Company
Affects: As described therein

12. The terms and provisions of a document entitled Declaration of Right of Way executed by the City of Irvine and recorded March 22, 2017 as Instrument No. 2017000116405 of Official Records.

13. An easement shown or dedicated on Tract Map 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, for public street and public utility purposes over that portion of said land shown as Cadence, Irvine Blvd. and Pusan.

Affects: As shown on said map

14. Abutter's rights of ingress and egress to or from Cadence, Irvine Blvd. and Pusan have been dedicated or relinquished on the map of Tract 17880 filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps.

15. An easement for underground electrical supply systems and communication systems and incidental purposes, recorded April 12, 2017 as Instrument No. 2017000147469 of Official Records.

In Favor of: Southern California Edison Company
Affects: As described therein

16. The terms and provisions of City Council Resolution No. 17-05 a copy of which was recorded January 30, 2017 as Instrument No. 2017000041324 of Official Records.

17. The terms and provisions contained in the document entitled Covenant to Restrict Use of Property Environmental Restriction recorded September 29, 2017 as Instrument No. 2017000415560 of Official Records.

18. The terms and easements in the Grant Deed recorded _____, 2017, as Instrument No. 2017-_____, of Official Records.¹

¹ Note: this document has not been recorded as of the Effective Date. The Parties contemplate that this document will be recorded on the Closing Date.

SCHEDULE 2

ALTERNATIVE SITE PERMITTED EXCEPTIONS

In addition to the standard exceptions from coverage contained in a standard First American Title Insurance ALTA Owner's Policy, the following:

1. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2017-2018, A LIEN NOT YET DUE OR PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
3. THE LIEN OF SPECIAL TAX ASSESSED PURSUANT TO CHAPTER 2.5 COMMENCING WITH SECTION 53311 OF THE CALIFORNIA GOVERNMENT CODE FOR COMMUNITY FACILITIES DISTRICT NO. 2013-3, AS DISCLOSED BY NOTICE OF SPECIAL TAX LIEN RECORDED NOVEMBER 12, 2014 AS INSTRUMENT NO. 2014000486526 OF OFFICIAL RECORDS.

AS AMENDED BY AMENDED NOTICE OF SPECIAL TAX LIEN RECORDED MARCH 13, 2015 AS INSTRUMENT NO. 2015000131576 OF OFFICIAL RECORDS.

4. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF INGRESS OR EGRESS TO OR FROM THE HIGHWAY AND/OR FREEWAY ADJACENT TO SAID LAND, EXCEPT AT DESIGNATED CROSSINGS SAID RIGHTS HAVING BEEN RELINQUISHED: TO: STATE OF CALIFORNIA BY DEED RECORDED: IN BOOK 10184 PAGE 868, ALL OF OFFICIAL RECORDS
5. UTILITY EASEMENTS AS SET OUT AND DELINEATED UPON EXHIBIT "B", ATTACHED TO AND MADE A PART OF THE DEED FROM THE IRVINE COMPANY TO THE UNITED STATES OF AMERICA, RECORDED JULY 29, 1976 IN BOOK 11831, PAGE 1062 OF OFFICIAL RECORDS, ORANGE COUNTY.

BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83- 081517, IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEED AS "AN EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION RECONSTRUCTION OPERATION, MAINTENANCE REPAIR AND USE OF ROADS, UTILITIES AND DRAINS, TOGETHER WITH THE RIGHT TO ASSIGN, GRANT OR TRANSFER THE SAME" ETC.

THE REMAINING INTEREST OF THE IRVINE COMPANY HAS SINCE PASSED TO THE CITY OF IRVINE, PURSUANT TO QUITCLAIM DEED RECORDED JUNE 28, 1994 AS INSTRUMENT NO. 94-0425499 OF OFFICIAL RECORDS

6. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 24, 2000 AS INSTRUMENT NO. 20000570758 OF OFFICIAL RECORDS.

IN FAVOR OF: THE IRVINE RANCH WATER DISTRICT
AFFECTS: AS DESCRIBED THEREIN

7. THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IN THE QUITCLAIM DEED BY AND BETWEEN THE UNITED STATES OF AMERICA ACTING THROUGH THE DEPARTMENT OF THE NAVY IN FAVOR OF HERITAGE FIELDS LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005-0536294 OF OFFICIAL RECORDS.

AS AMENDED BY THE QUITCLAIM DEED BY AND BETWEEN THE UNITED STATES OF AMERICA ACTING THROUGH THE DEPARTMENT OF THE NAVY IN FAVOR OF HERITAGE FIELDS LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED OCTOBER 8, 2014 AS INSTRUMENT NO. 201400410035 OF OFFICIAL RECORDS

AS FURTHER AMENDED BY THE TERMS AND PROVISIONS OF THE QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA ACTING THOUGH THE DEPARTMENT OF THE NAVY RECORDED OCTOBER 8, 2014 AS INSTRUMENT NO. 2014000409640 OF OFFICIAL RECORDS.

AS FURTHER AMENDED BY THE TERMS AND PROVISIONS OF THE "RELEASE" FROM THE ORANGE COUNTY WATER DISTRICT AND THE IRVINE RANCH WATER DISTRICT RECORDED JULY 30, 2014 AS INSTRUMENT NO. 2014000303848 OF OFFICIAL RECORDS.

8. TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN AN INSTRUMENT ENTITLED "AMENDED AND RESTATED DEVELOPMENT AGREEMENT", EXECUTED BY AND BETWEEN THE CITY OF IRVINE AND THE REDEVELOPMENT AGENCY AND HERITAGE FIELDS EL TORO, LLC, RECORDED DECEMBER 27, 2010 AS INSTRUMENT NO. 2010000700065 OF OFFICIAL RECORDS.
9. THE FACT THAT SAID LAND 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 RECORDED: MARCH 31, 2005 AS INSTRUMENT NO. 2005000242692, OF OFFICIAL RECORDS, AND REVISED BY A DOCUMENT RECORDED JUNE 27, 2007 AS INSTRUMENT NO. 2007000407641 OF OFFICIAL RECORDS.

10. THE TERMS, COVENANTS, PROVISIONS, RESERVATIONS AND EASEMENTS IN THE GRANT DEED FROM HERITAGE FIELDS EL TORO, LLC A DELAWARE LIMITED LIABILITY COMPANY IN FAVOR OF CITY OF IRVINE, A CALIFORNIA CHARTER CITY RECORDED _____, 2017 AS INSTRUMENT NO. 2017 _____ OF OFFICIAL RECORDS.²
11. THE EASEMENTS, TERMS, PROVISIONS AND CONDITIONS CONTAINED IN A DOCUMENT ENTITLED "QUITCLAIM DEED", EXECUTED BY AND BETWEEN UNITED STATES OF AMERICA AND STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, RECORDED DECEMBER 17, 1998 AS INSTRUMENT NO. 19980873633 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

² Note: this document has not been recorded as of the Effective Date. The Parties contemplate that this document will be recorded on the Closing Date.

12. AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 26, 2016 AS INSTRUMENT NO. 2016000526689 OF OFFICIAL RECORDS.

IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY
AFFECTS: AS DESCRIBED THEREIN

13. AN EASEMENT FOR SEWER, PIPELINES AND INCIDENTAL PURPOSES, RECORDED _____, 2017 AS INSTRUMENT NO. _____ OF OFFICIAL RECORDS.

IN FAVOR OF: THE IRVINE RANCH WATER DISTRICT
AFFECTS: AS DESCRIBED THEREIN³

³ Note: this document has not been recorded as of the Effective Date. The Parties contemplate that this document will be recorded prior to or on the Closing Date.

EXHIBIT A

ALTERNATIVE SITE LEGAL DESCRIPTION

[See attached.]

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel C-1:

In the City of Irvine, County of Orange State of California, being those portions of Parcel 4 as described in the document recorded July 12, 2005 as Instrument No. 2005000536294 and Parcel 3-A1 as described in the document recorded July 12, 2005 as Instrument No. 2005000536292, both of Official Records, lying within Lot 290 and 291 of Block 156 and Lots 307 and 310 of Block 172, all of Irvine's Subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps, all as shown on Record of Survey No. 2012-1142 filed in Book 254, Pages 21 through 36, inclusive, of Record of Surveys, all in the office of the County Recorder of said County.

Excepting therefrom that portion lying northeasterly of the general southwesterly line of the hereinbelow described 2017 Marine Way Right of Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying southeasterly of the northwesterly line of Parcel G-1A of Exhibit "G-1-IV" and its southwesterly prolongation thereof as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000536294 of said Official Records.

Containing an area of 37.213 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

Parcel C-2:

In the City of Irvine, County of Orange State of California, being that portion of Parcel 4 as described in the document recorded July 12, 2005 as Instrument No. 2005000536294 of Official Records, lying within Lots 309 and 310 of Block 172 of Irvine's Subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps, as shown on Record of Survey No. 2012-1142 filed in Book 254, Pages 21 through 36, inclusive, of Record of Surveys, all in the office of the County Recorder of said County.

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Checked By: C. Tripi

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Excepting therefrom that portion lying within the hereinbelow described 2017 Marine Way Right of Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying northeasterly of the hereinbelow described centerline of 2017 Marine Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying northwesterly of the southeasterly line of Parcel G-1A of Exhibit "G-1-IV" and its southwesterly prolongation thereof as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000536294 of said Official Records.

Also Excepting therefrom that portion lying southerly of the northerly right of way line of Bake Parkway defined as being parallel with and distant 60.00 feet northerly of the centerline of Bake Parkway as shown on said Record of Survey.

Containing an area of 36.125 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

Parcel C-3:

In the City of Irvine, County of Orange State of California, being that portion of Parcel 4 as described in the document recorded July 12, 2005 as Instrument No. 2005000536294 of Official Records, lying within Lots 307, 308, 309 and 310 of Block 172, of Irvine's Subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps, as shown on Record of Survey No. 2012-1142 filed in Book 254, Pages 21 through 36, inclusive, of Record of Surveys, all in the office of the County Recorder of said County.

Excepting therefrom that portion lying within the hereinbelow described 2017 Marine Way Right of Way (2nd AVTTM No. 17008).

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Also Excepting therefrom that portion lying southwesterly of the hereinbelow described centerline of 2017 Marine Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying northwesterly of the southeasterly line of Parcel G-1A of Exhibit "G-1-IV" as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000536294 of said Official Records.

Also Excepting therefrom that portion lying southerly of the northerly right of way of Bake Parkway defined as being parallel with and distant 60.00 feet northerly of the centerline of Bake Parkway as shown on said Record of Survey.

Also Excepting therefrom that portion lying northeasterly of the southwesterly right of way of Muirlands Boulevard defined as being parallel with and distant 50.00 feet southwesterly of the centerline of Muirlands Boulevard as shown on said Record of Survey.

Containing an area of 42.396 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

For the purpose of this description, the centerline of 2017 Marine Way (2nd AVTTM No. 17008) is described as follows:

Beginning at a Well Monument with a 2 ¼" brass cap stamped "LS 8639" marking the centerline intersection of Alton Parkway and Marine Way as shown on Parcel Map No. 2014-122 filed in Book 384, Pages 1 through 10, inclusive, of Parcel Maps in the office of said County Recorder, said intersection being the southerly terminus of that certain course in the centerline of Marine Way shown on said map as "N 04°46'49" E 895.70"; thence along the southerly prolongation of said centerline South 4°46'49" West 352.06 feet to a curve concave northeasterly having a radius of 1425.00 feet; thence southeasterly 1588.19 feet along said curve through a central angle of 63°51'26"; thence

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South 59°04'37" East 423.20 feet to a curve concave southwesterly having a radius of 1425.00 feet; thence southeasterly 1485.70 feet along said curve through a central angle of 59°44'10"; thence South 0°39'33" West 102.93 feet to the centerline of Bake Parkway as shown on said Record of Survey No. 2011-1042.

For the purposes of this description, the right of way for 2017 Marine Way (2nd AVTTM No. 17008) is described as follows:

Commencing at a Well Monument with a 2 ¼" brass cap stamped "LS 8639" marking the easterly terminus of that certain course "N 80°35'25" E 862.37" shown along the centerline of Alton Parkway as shown on Parcel Map No. 2014-122 filed in Book 384, Pages 1 through 10, inclusive of Parcel Maps in said County Recorder's Office; thence along said centerline South 80°35'15" West 862.37 feet to the beginning of a curve concave northeasterly having a radius of 1800.00 feet; thence westerly along said centerline and curve, 578.61 feet through a central angle of 18°25'04" to a point that is a total centerline distance of 1440.98 feet from the Point of Commencement; thence radial from said centerline South 9°00'19" West 60.00 feet to the northerly terminus of that certain course in the boundary of Parcel 1 as described in the Declaration of Right of Way recorded March 22, 2017 as Instrument No. 2017000116406 of said Official Records, described as "North 51°48'33" East 13.60 feet", said terminus being the **True Point of Beginning**; thence along said boundary of Parcel 1 the following two (2) courses:

- 1) South 51°48'33" West 13.60 feet to a non-tangent curve concave northerly having a radius of 1870.00 feet, a radial line to the beginning of said curve bears South 9°17'18" West and
- 2) thence easterly 24.70 feet along said curve through a central angle of 0°45'25";

thence non-tangent from said curve South 44°26'33" West 27.22 feet to a line which is parallel with and distant 76.00 feet easterly from the hereinabove described centerline of 2017 Marine Way; thence along said parallel line the following two (2) courses:

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LEGAL DESCRIPTION

- 1) South $4^{\circ}46'49''$ West 226.01 feet to a curve concave easterly having a radius of 1349.00 feet and
- 2) southerly 25.77 feet along said curve through a central angle of $1^{\circ}05'40''$ to a reverse curve concave westerly having a radius of 179.00 feet;

thence southerly 32.06 feet along said curve through a central angle of $10^{\circ}15'48''$; thence South $13^{\circ}56'57''$ West 27.41 feet to a curve concave easterly having a radius of 111.00 feet; thence southerly 26.87 feet along said curve through a central angle of $13^{\circ}52'13''$ to a compound curve concave easterly having a radius of 1361.00 feet; thence southerly 151.52 feet along said curve through a central angle of $6^{\circ}22'44''$; thence South $6^{\circ}18'00''$ East 33.44 feet to a curve concave easterly having a radius of 1581.00 feet; thence southerly 309.92 feet along said curve through a central angle of $11^{\circ}13'53''$ to a compound curve concave easterly having a radius of 1048.00 feet said curve being tangent at its southerly terminus with a curve concentric with and distant 59.00 feet from the hereinabove described centerline of 2017 Marine Way; thence southerly 170.39 feet along said curve with radius 1048.00 through a central angle of $9^{\circ}18'56''$ to said concentric curve being a compound curve concave northeasterly having a radius of 1366.00 feet; thence along said concentric curve and continuing parallel with, concentric to and northeasterly 59.00 feet from said centerline of 2017 Marine Way the following three (3) courses:

- 1) southeasterly 768.40 feet along said curve through a central angle of $32^{\circ}13'48''$,
- 2) South $59^{\circ}04'37''$ East 423.20 feet to a curve concave southwesterly having a radius of 1484.00 feet and
- 3) southeasterly 1547.21 feet along said curve through a central angle of $59^{\circ}44'10''$;

thence non-tangent from said curve South $26^{\circ}59'57''$ East 30.43 feet to a line which is parallel with and distant 80.00 feet northerly from the centerline of Bake Parkway as shown on said Record of Survey; thence along said parallel line South $85^{\circ}21'01''$ East 161.27 feet to the easterly line of said

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Parcel 4; thence along said easterly line South 0°39'22" West 20.05 feet to the northerly right of way of Bake Parkway defined as being parallel with and distant 60.00 northerly of the centerline of Bake Parkway as shown on said Record of Survey; thence along said parallel line North 85°21'01" West 787.70 feet to the westerly boundary of said Parcel 4 as shown on said Record of Survey; thence along said westerly boundary North 4°40'20" East 26.00 feet; thence South 84°23'44" East 300.09 feet to a line which is parallel with and distant 81.00 feet from the centerline of Bake Parkway as shown on said Record of Survey; thence along said parallel line South 85°21'01" East 150.43 feet; thence North 44°27'00" East 37.39 feet to a non-tangent curve concave westerly having a radius of 1350.00 feet, a radial line to the beginning of said curve bears South 89°51'46" East, said curve being concentric with and distant 75.00 feet easterly from the hereinabove described centerline of 2017 Marine Way; thence northerly 364.44 feet along said concentric curve through a central angle of 15°28'02" to a reverse curve concave easterly having a radius of 153.00 feet; thence northerly 37.59 feet along said curve through a central angle of 14°04'30"; thence North 1°15'18" West 37.76 feet to a curve concave westerly having a radius of 127.00 feet; thence northerly 41.89 feet along said curve through a central angle of 18°53'59" to a compound curve concave southwesterly having a radius of 1372.00 feet, said curve being tangent at its northerly terminus with a curve which is concentric with and distant 53.00 feet southwesterly from the hereinabove described centerline of 2017 Marine Way; thence along said concentric curve and continuing parallel with, concentric to and distant 53.00 feet southwesterly from the hereinabove described centerline of 2017 Marine Way the following courses:

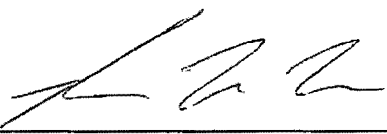
- 1) northwesterly 932.03 feet along said curve through a central angle of 38°55'20",
- 2) thence North 59°04'37" West 423.20 feet to a curve concave northeasterly having a radius of 1478.00 feet and
- 3) northwesterly 962.71 feet along said curve through a central angle of 37°19'13" to a compound curve concave easterly having a radius of 1713.00 feet;

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thence northerly 540.64 feet along said curve through a central angle of 18°04'59" to a compound curve concave easterly having a radius of 999.00 feet said curve being tangent at its northerly terminus with a line which is parallel with and distant 70.00 feet westerly from the hereinabove described centerline of 2017 Marine Way; thence northerly 147.40 feet along said curve through a central angle of 8°27'14" to said parallel line; thence along said parallel line North 4°46'49" East 159.06 feet to a curve concave westerly having a radius of 387.00 feet; thence northerly 68.65 feet along said curve through a central angle of 10°09'49" to a compound curve concave southwesterly having a radius of 70.00 feet said curve being tangent to a curve which is concentric with and distant 82.00 feet southerly of the centerline of Alton Parkway as shown on said Parcel Map; thence northwesterly 62.12 feet along said curve radius 70.00 feet through a central angle of 50°50'43" to a compound curve concave southwesterly having a radius of 186.00 feet being said concentric curve; thence northwesterly 56.36 feet along said concentric curve through a central angle of 17°21'37" to a reverse curve concave northerly having a radius of 1882.00 feet; thence westerly 200.57 feet along said curve through a central angle of 6°06'22" to a compound curve concave northeasterly having a radius of 164.00 feet; thence northwesterly 34.40 feet along said curve through a central angle of 12°01'08"; thence North 55°27'50" West 36.32 feet to a curve concave southwesterly having a radius of 156.00 feet; thence northwesterly 24.86 feet along said curve through a central angle of 9°07'44" to a reverse curve concave northeasterly having a radius of 1558.00 feet; thence northwesterly 279.30 feet along said curve through a central angle of 10°16'17"; thence North 54°19'17" West 77.84 feet to a point in the boundary of said Parcel 4; thence along said boundary North 5°36'34" East 5.97 feet to a non-tangent curve concave northeasterly having a radius of 1860.00 feet, a radial line to the beginning of said curve bears South 36°27'17" West, said curve also being the southerly line of Alton Parkway defined as being concentric with and distant 60.00 feet southerly from the centerline of Alton Parkway as shown on said Parcel Map No. 2014-122; thence along said concentric curve southeasterly 891.09 feet along said curve through a central angle of 27°26'58" to the **True Point of Beginning**.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.


Robert L. Wheeler IV, L.S. 8639
Date: 10/20/17



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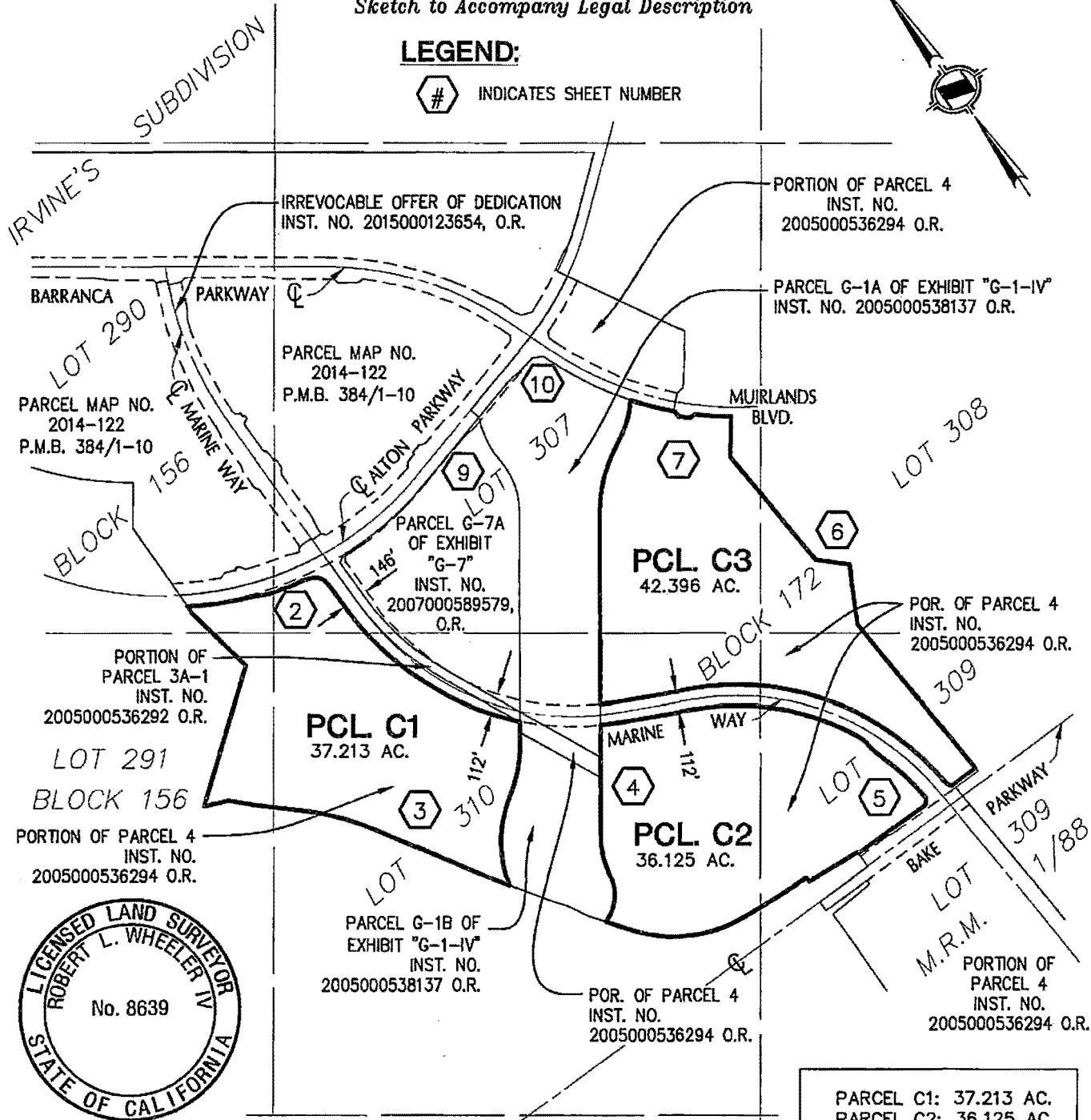
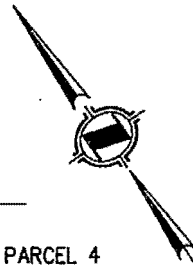
EXHIBIT "B"

Sketch to Accompany Legal Description

LEGEND:



INDICATES SHEET NUMBER



PARCEL C1: 37.213 AC.
PARCEL C2: 36.125 AC.
PARCEL C3: 42.396 AC.
TOTAL: 115.734 AC.

[Signature] 10/20/17
ROBERT L. WHEELER IV, L.S. 8639 DATE

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-7010 • FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 800'	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SH01.dwg				H&A LEGAL No. 9193	SHEET 1 OF 10

EXHIBIT "B"

Sketch to Accompany Legal Description

MARINE WAY

(INST. NO. 2015000123654, O.R.)

(N11°39'48"E) RAD

P.O.B.

CL OF 2017 MARINE WAY

P.M. 2014-122

P.M.B. 384/1-10

N36°27'18"E

RAD

ALTON

R=1800.00'

R=1860.00'

L=1557.40' CALC

L=891.10'

C4

C3

C2

C1

C0

C-1

C-2

C-3

C-4

C-5

C-6

C-7

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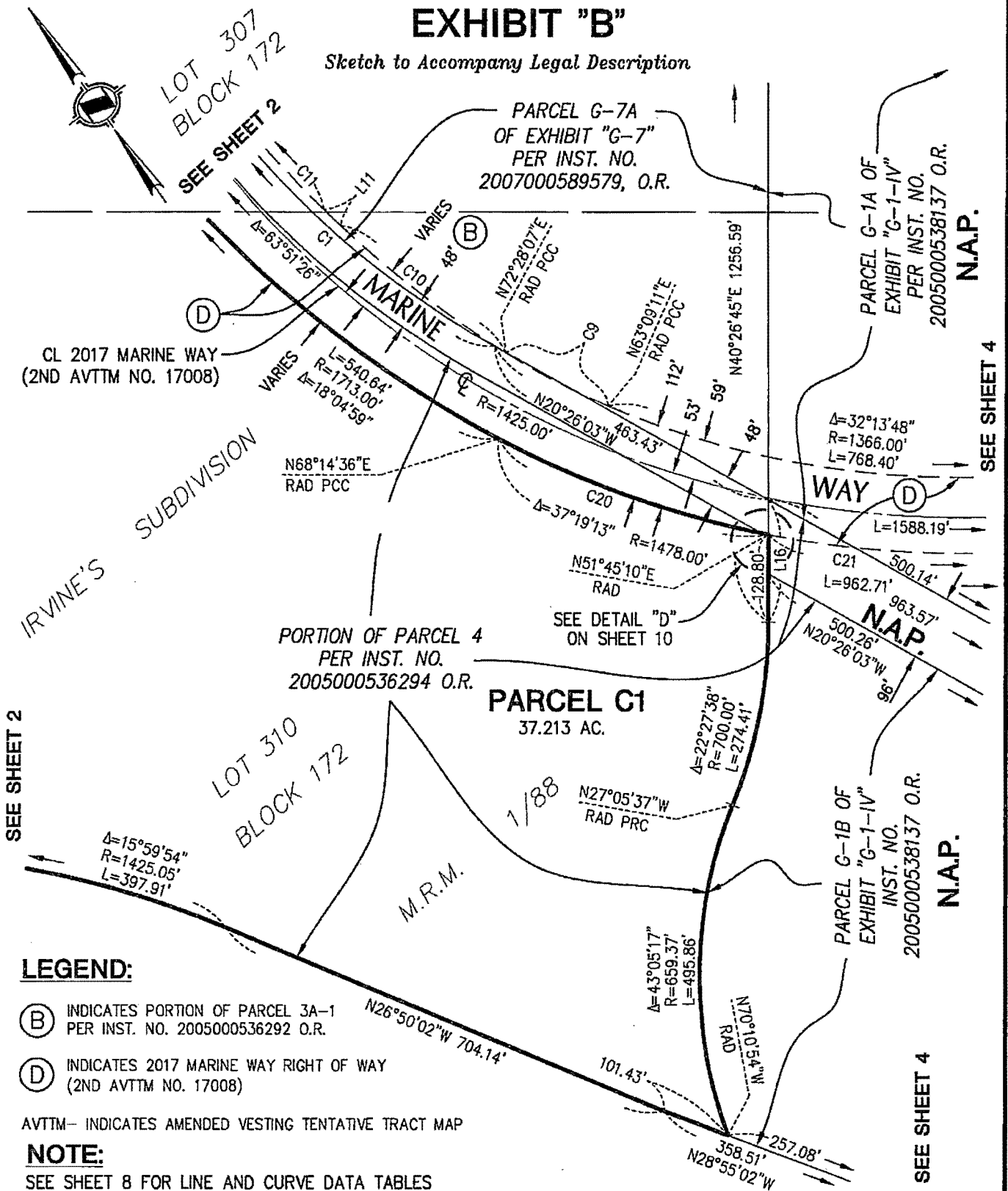
C-269

C-270

C-271

EXHIBIT "B"

Sketch to Accompany Legal Description



HUNSAKER & ASSOCIATES
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EXHIBIT "B"

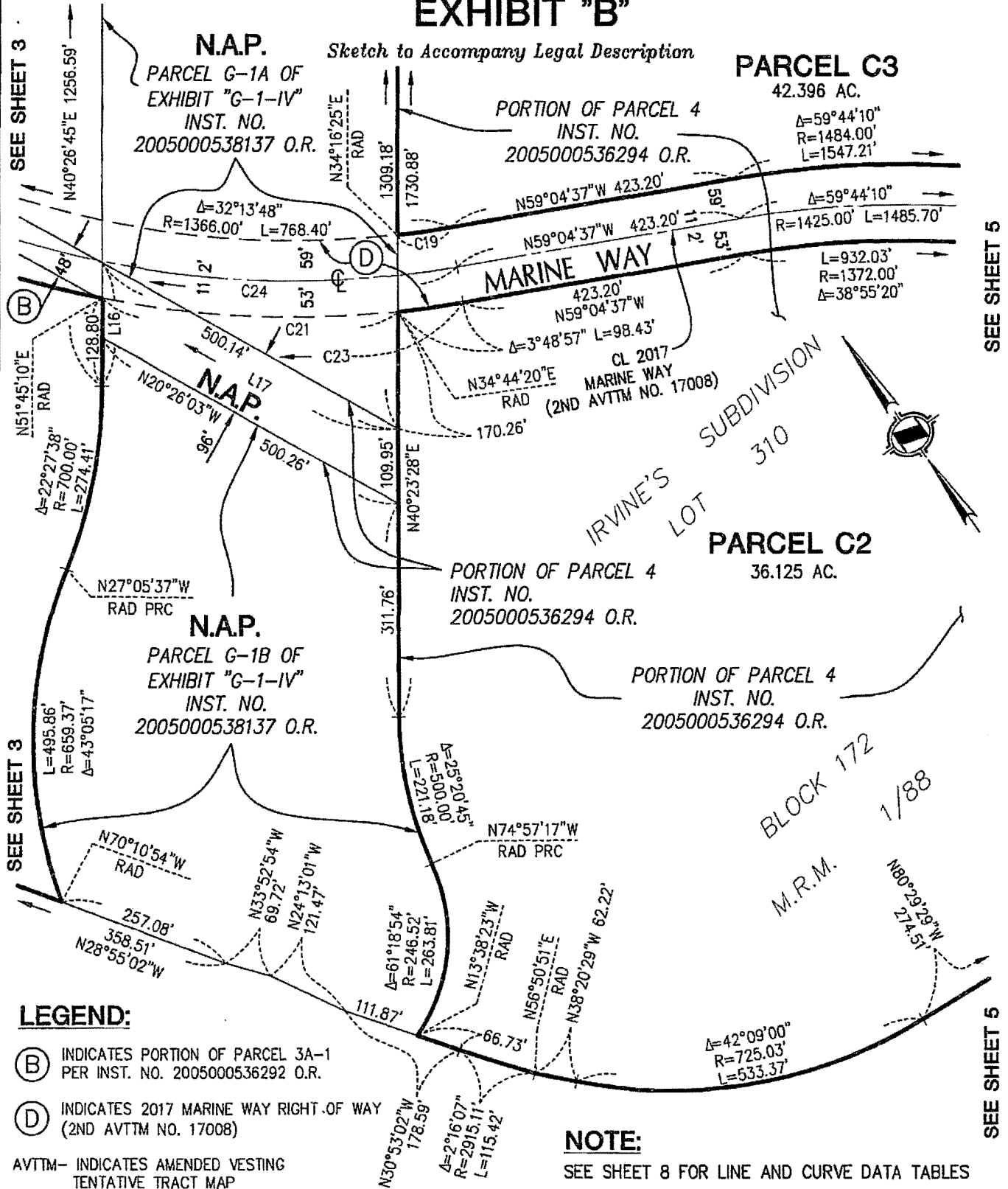
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG By: K. VO	CHK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SHTO3.dwg				H&A LEGAL No. 9193	SHEET 3 OF 10

SEE SHEET 7

EXHIBIT "B"

Sketch to Accompany Legal Description



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EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG. BY: K. VO	CK'D BY: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
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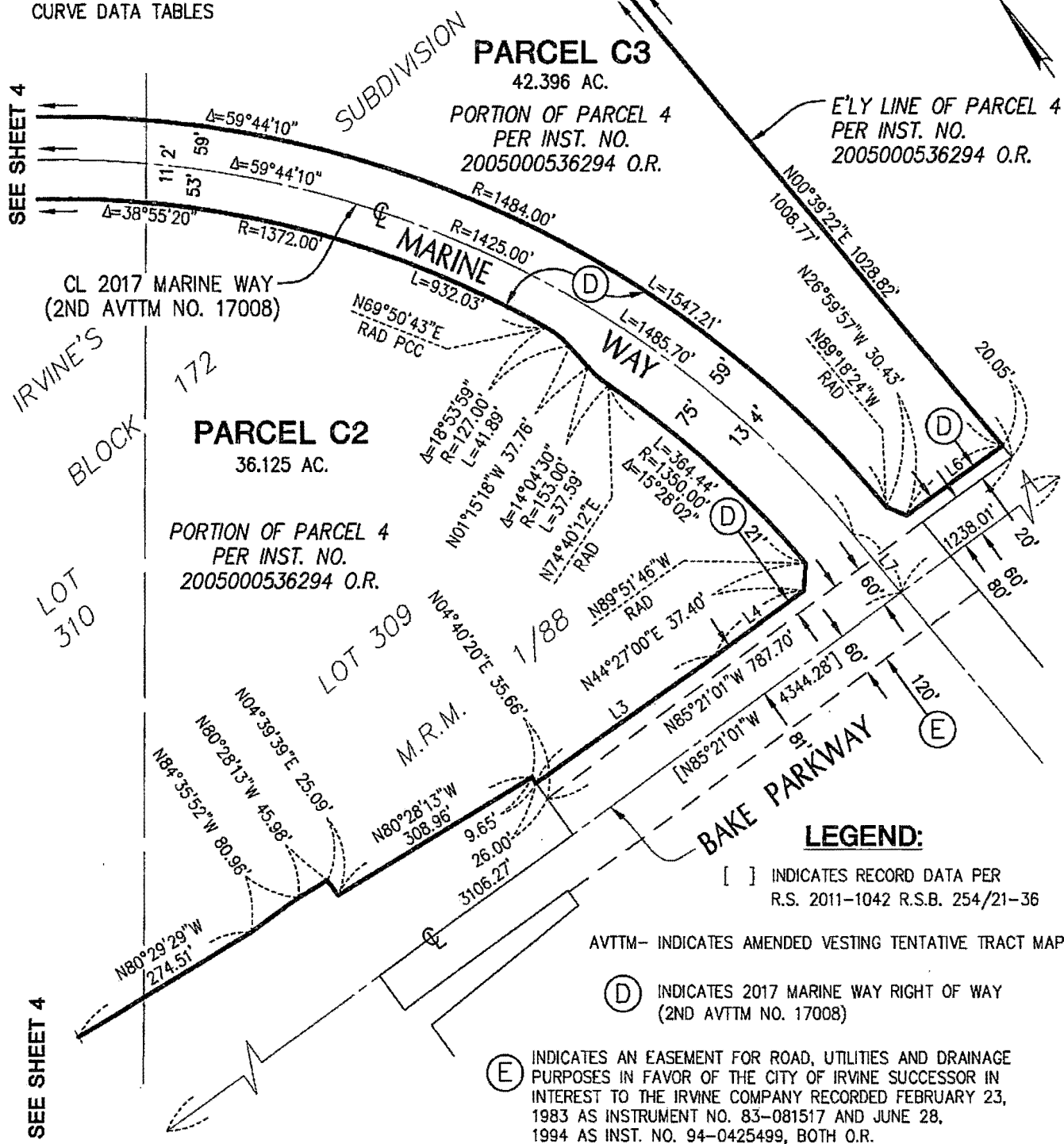
EXHIBIT "B"

Sketch to Accompany Legal Description

NOTE:

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

SEE SHEET 6



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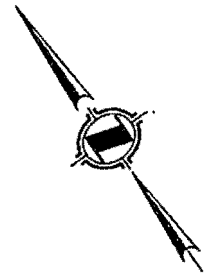
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CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG BY: K. VO	CK'd BY: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SH05.dwg				H&A LEGAL No. 9193	SHEET 5 OF 10

EXHIBIT "B"

Sketch to Accompany Legal Description



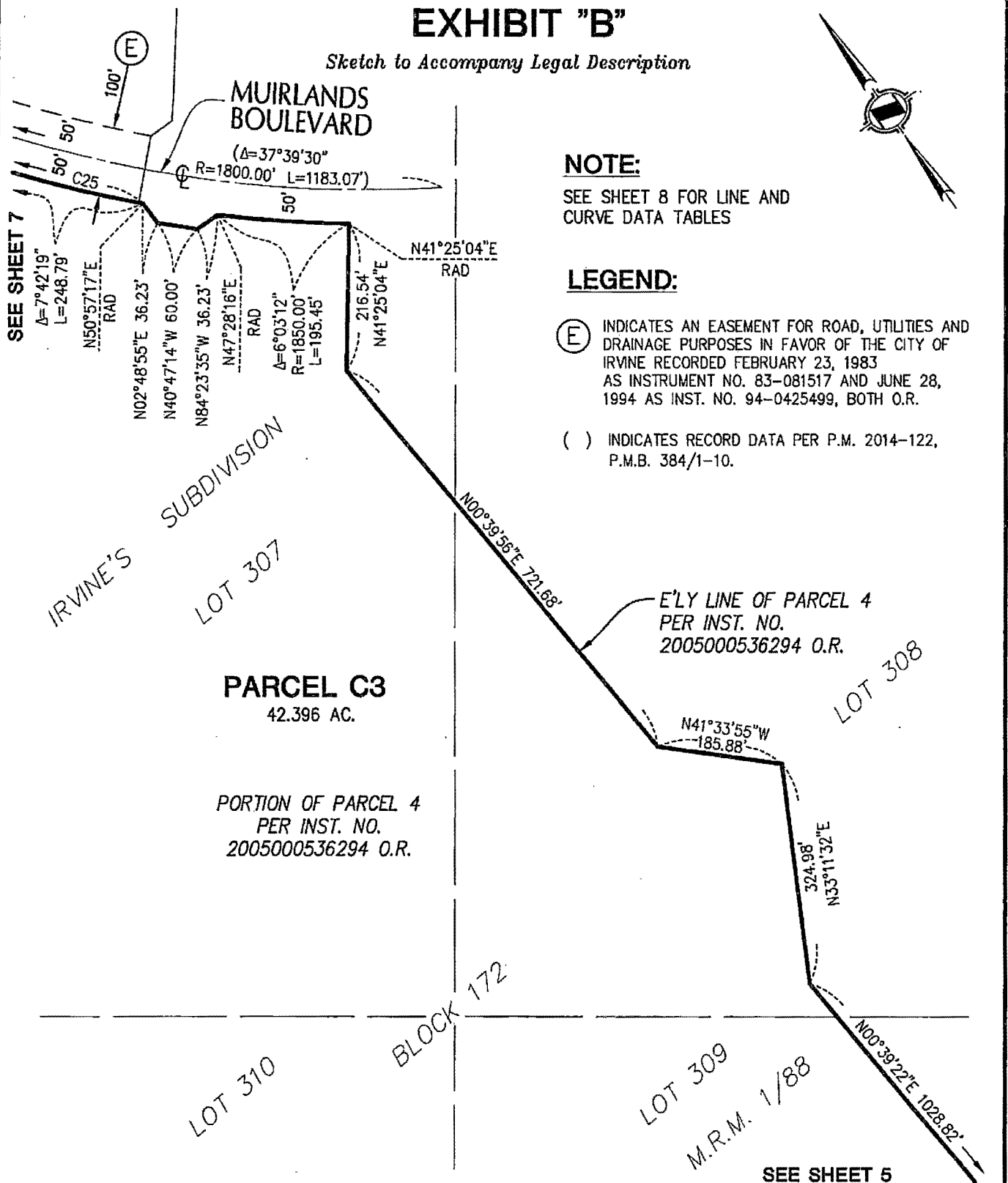
NOTE:

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

LEGEND:

(E) INDICATES AN EASEMENT FOR ROAD, UTILITIES AND DRAINAGE PURPOSES IN FAVOR OF THE CITY OF IRVINE RECORDED FEBRUARY 23, 1983 AS INSTRUMENT NO. 83-081517 AND JUNE 28, 1994 AS INST. NO. 94-0425499, BOTH O.R.

() INDICATES RECORD DATA PER P.M. 2014-122, P.M.B. 384/1-10.



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EXHIBIT "B"

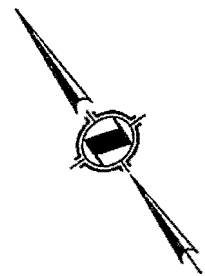
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

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EXHIBIT "B"

Sketch to Accompany Legal Description

PORTION OF PARCEL 4
PER INST. NO.
2005000536294 O.R.



SEE SHEET 6

SEE SHEETS 9 & 10

ALTON PARKWAY
P.O.C.
2017 MARINE WAY
RIGHT OF WAY
SEE SHEET 10

IRVINE'S SUBDIVISION

MUIRLANDS BOULEVARD

PARCEL C3

42.396 AC.

PARCEL G-1A OF
EXHIBIT "G-1-IV"
INST. NO.
2005000538137 O.R.

PORTION OF PARCEL 4
INST. NO.
2005000536294 O.R.

LEGEND:



INDICATES AN EASEMENT FOR ROAD, UTILITIES AND DRAINAGE PURPOSES IN FAVOR OF THE CITY OF IRVINE RECORDED FEBRUARY 23, 1983 AS INSTRUMENT NO. 83-081517 AND JUNE 28, 1994 AS INST. NO. 94-0425499, BOTH O.R.

NOTE:

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

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EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG. BY: K. VO	CHK'D BY: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
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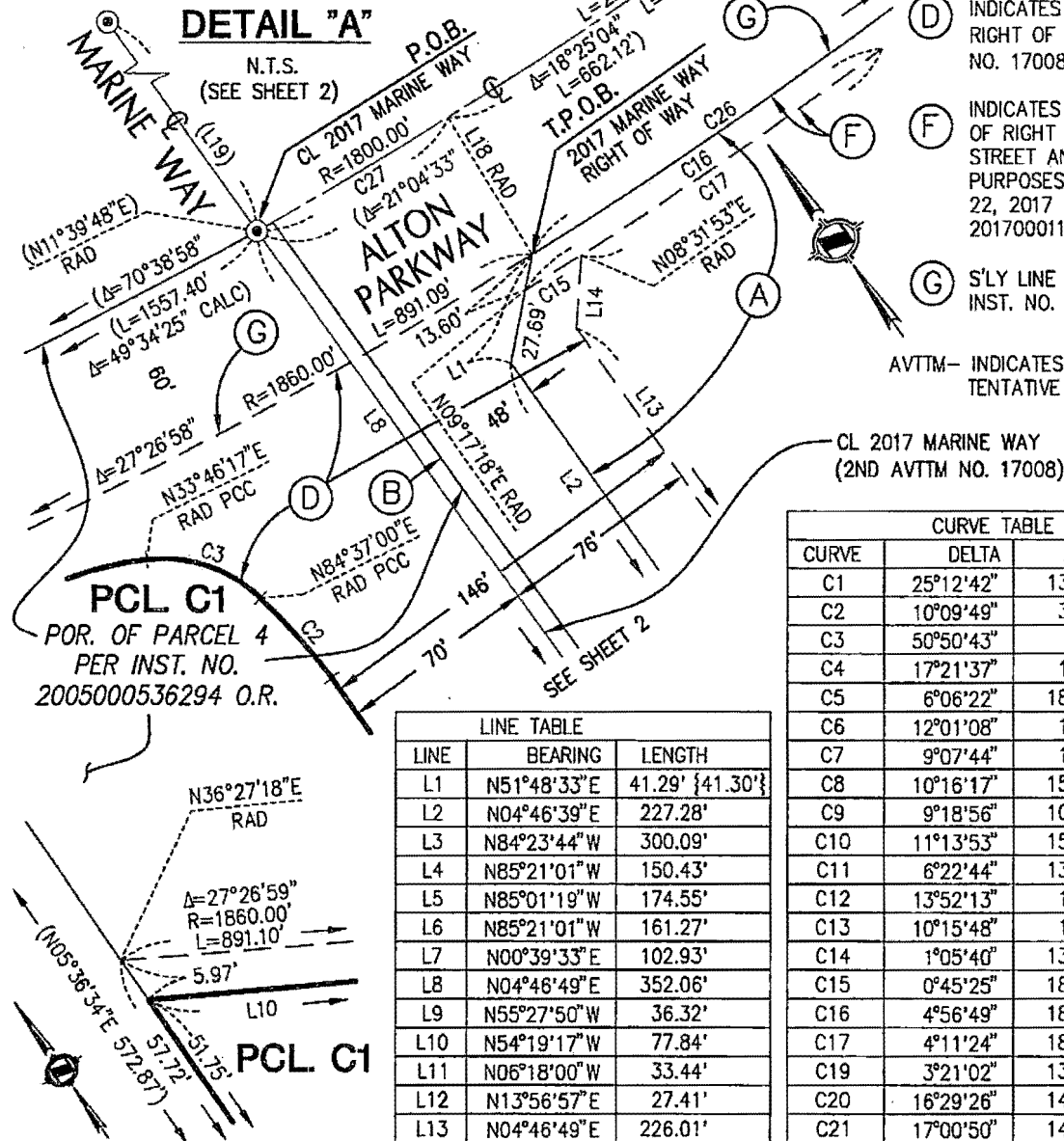
LEGEND:

- ⊙ INDICATES WELL
MONUMENT WITH 2-1/4" BRASS CAP STAMPED
"LS 8639" PER TRACT NO. 17783, M.M. 929/32-35.
- () INDICATES RECORD DATA PER P.M. 2014-122, P.M.B. 384/1-10.
- { } INDICATES RECORD DATA PER PCL G-7A OF INSTRUMENT NO. 2007000589579, O.R.

EXHIBIT "B"*Sketch to Accompany Legal Description***LEGEND:**

- (A) INDICATES PARCEL G-7A OF EXHIBIT "G-7" INST. NO. 2007000589579, O.R.
- (B) INDICATES POR. OF PARCEL 3A-1 PER INST. NO. 2005000536292 O.R.
- (D) INDICATES 2017 MARINE WAY RIGHT OF WAY (2ND AVTTM NO. 17008)
- (F) INDICATES DECLARATION OF RIGHT OF WAY FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES RECORDED MARCH 22, 2017 AS INSTRUMENT NO. 2017000116406, O.R.
- (G) S'LY LINE PARCEL A, INST. NO. 85-390260, O.R.

AVTTM- INDICATES AMENDED VESTING TENTATIVE TRACT MAP



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EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG. BY: K. VO	CHK'D BY: R. WHEELER	SCALE: N.T.S.	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SH08.dwg				H&A LEGAL No. 9193	SHEET 8 OF 10

EXHIBIT "B"

Sketch to Accompany Legal Description

LEGEND:

- () INDICATES RECORD DATA
PER P.M. 2014-122, P.M.B.
384/1-10.
- { } INDICATES RECORD DATA PER PARCEL
G-7A OF INSTRUMENT NO.
2007000589579, O.R.
- ⊙ INDICATES WELL MONUMENT WITH 2
1/4" BRASS CAP STAMPED "LS
8639" PER P.M. 2014-122, P.M.B.
384/1-10.
- (D) INDICATES 2017 MARINE WAY
RIGHT OF WAY (2ND AVTTM
NO. 17008)
- (F) INDICATES DECLARATION
OF RIGHT OF WAY
FOR PUBLIC STREET AND PUBLIC
UTILITY PURPOSES
RECORDED MARCH 22, 2017
AS INSTRUMENT NO.
2017000116406, O.R.

AVTTM- INDICATES AMENDED VESTING
TENTATIVE TRACT MAP

SEE SHEET 10



IRVINE'S SUBDIVISION
M.R.M. 1/88
BLOCK 172
LOT 307

PARCEL G-7A
OF EXHIBIT "G-7"
INST. NO.
2007000589579, O.R.

PARCEL MAP NO.
2014-122
P.M.B. 384/1-10

ALTON PARKWAY

T.P.O.B

2017 MARINE WAY
RIGHT OF WAY
(2ND AVTTM NO. 17008)

P.O.B

CL 2017 MARINE WAY
(2ND AVTTM NO. 17008)

MARINE WAY

(N11°39'48"E)
RAD

SEE SHEET 2

CL 2017 MARINE WAY
(2ND AVTTM NO. 17008)

SEE SHEET 2



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EXHIBIT "B"

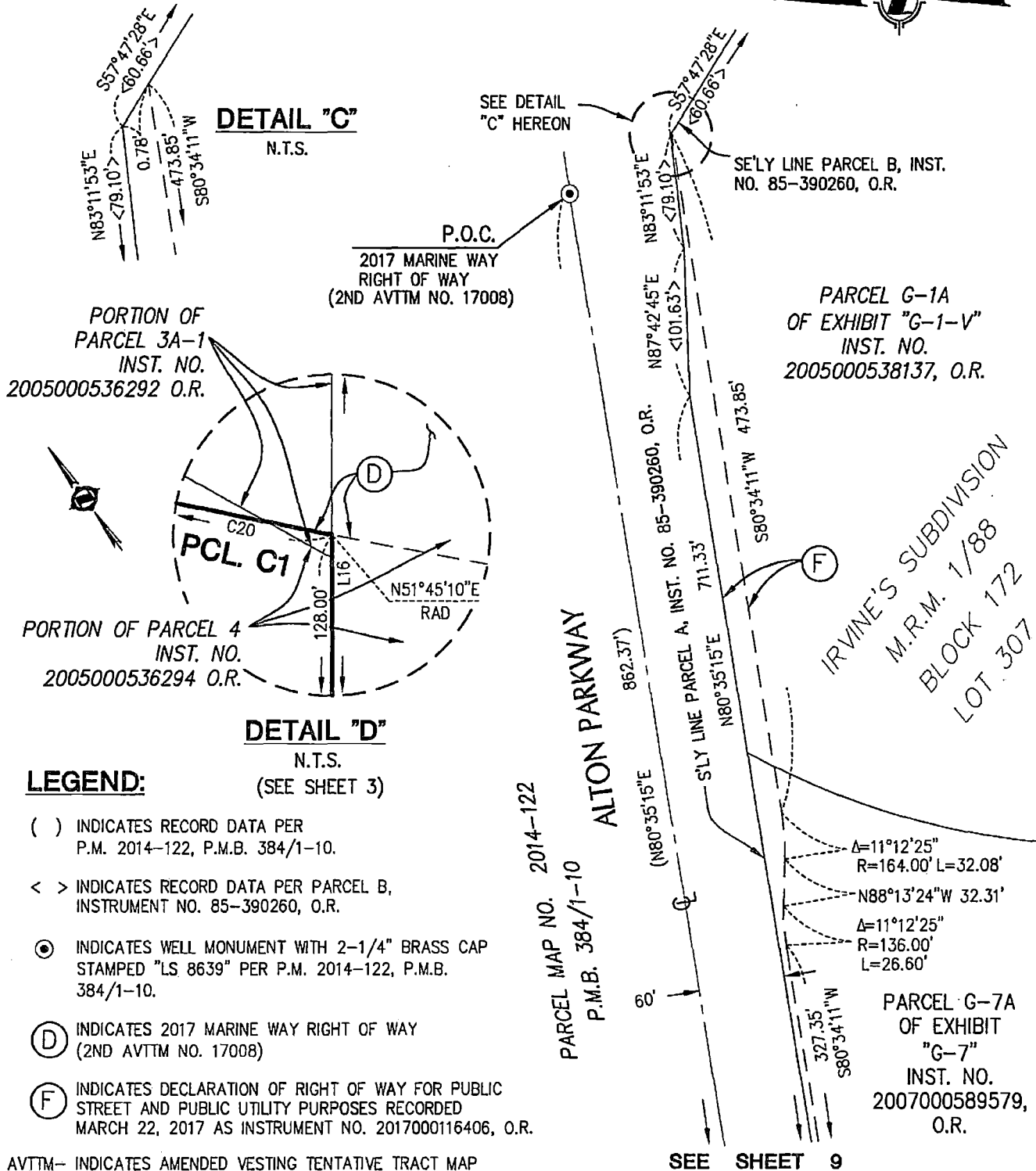
DATE: 10/3/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 100'	W.O. 1855-471X
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NOTE:

SEE SHEET 8 FOR LINE AND
CURVE DATA TABLES

EXHIBIT "B"

Sketch to Accompany Legal Description



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EXHIBIT "B"

DATE: 10/3/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 100'	W.O. 1855-471X
FILE: \\HeritageFields\LD\9193-ALTERNATIVE SITE\SHT10.dwg				H&A LEGAL No. 9193	SHEET 10 OF 10

EXHIBIT B

ARDA TRANSFER SITE LEGAL DESCRIPTION

[See attached.]

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

In the City of Irvine, County of Orange, State of California, being all of Parcel 2-A as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424201, Parcel II-I as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424202, Parcel II-E-A as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424203, Parcel II-B-A as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424204 and Parcel II-Q-C as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424205, all of Official Records, lying within Lots 272 and 277 of Block 141 and Lots 273 and 276 of Block 154 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, all in the office of the County Recorder of said County.

Together with that portion of Parcel CO II-D-1, depicted in Exhibit "A" as Parcel D-1 as described in Quitclaim Deed recorded September 29, 2017 as Instrument No. 2017000415561, lying northwesterly of the northwesterly line of Parcel G-1A of Exhibit G-1-II as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000538137 both of Official Records, lying within Lot 273 of Block 154 of Irvine's Subdivision, recorded in Book 1, Page 88 of Miscellaneous Record Maps, as shown on Record of Survey 2011-1042, filed in Book 254, Pages 21 through 36, inclusive of Record of Surveys, all in said office of the County Recorder.

Excepting therefrom that parcel of land (FAA TRANSFER BUILDING 746), as described in the Quitclaim Deed recorded May 12, 2016 as Instrument No. 2016000213600 of Official Records, in the office of said County Recorder.


Containing an area of 125.726 acres, more or less.

Revised October 20, 2017
October 10, 2017
WO No. 1855-471X
Page 1 of 2
Legal No. 9192 ARDA Transfer Site ver. 2
By: K. Vo
Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



Robert L. Wheeler IV, L.S. 8639
Date: 10/20/17



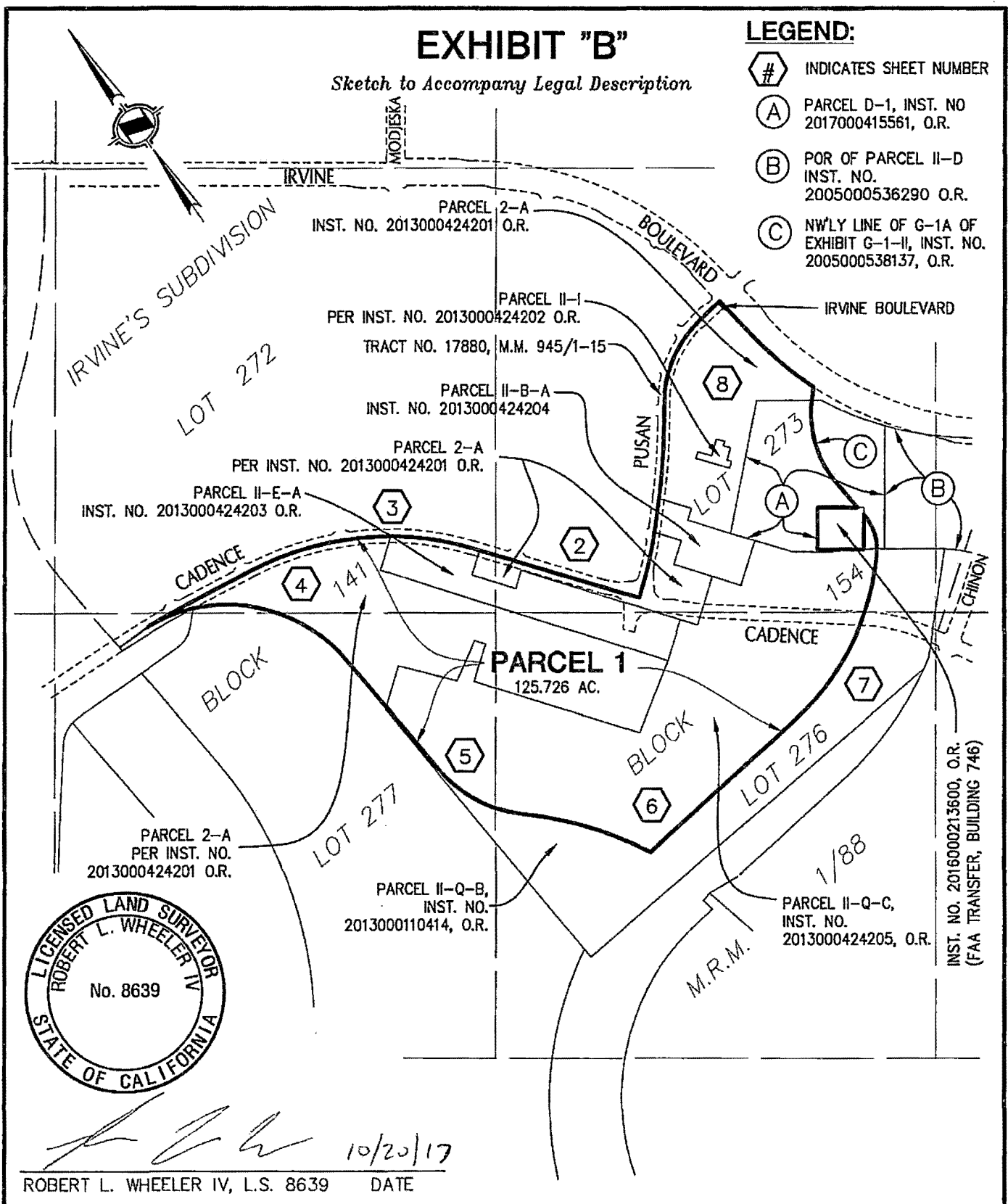
Revised October 20, 2017
October 10, 2017
WO No. 1855-471X
Page 2 of 2
Legal No. 9192 ARDA Transfer Site ver. 2
By: K. Vo
Checked By: C. Tripi

EXHIBIT "B"

Sketch to Accompany Legal Description

LEGEND:

- # INDICATES SHEET NUMBER
- (A) PARCEL D-1, INST. NO. 2017000415561, O.R.
- (B) POR OF PARCEL II-D INST. NO. 2005000536290 O.R.
- (C) NWLY LINE OF G-1A OF EXHIBIT G-1-II, INST. NO. 2005000538137, O.R.



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CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA						
DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 800'	W.O. 1855-471X	
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT01.dwg				H&A LEGAL No. 9192	SHEET 1 OF 8	

EXHIBIT "B"

Sketch to Accompany Legal Description

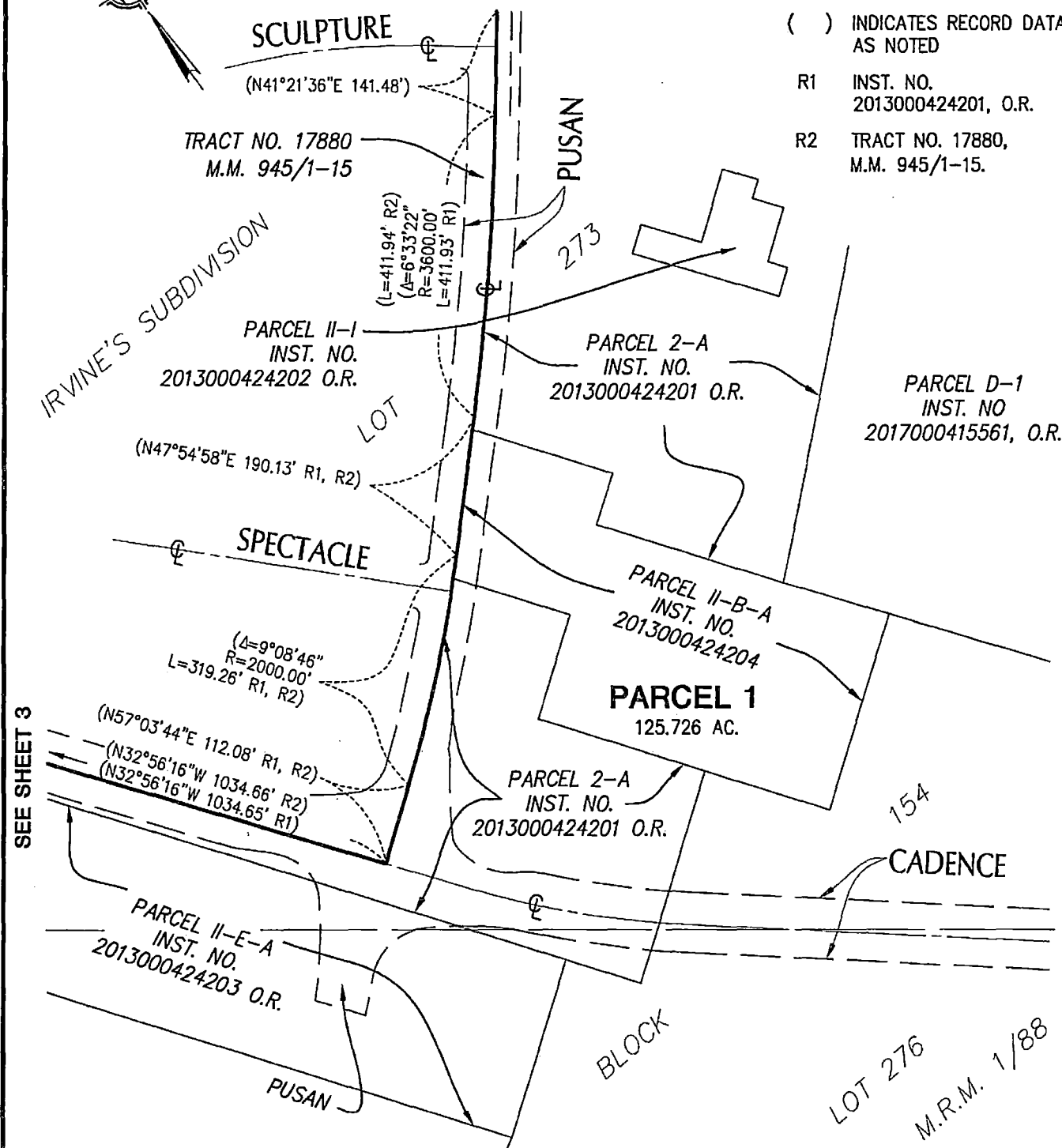
SEE SHEET 8

LEGEND:

() INDICATES RECORD DATA AS NOTED

R1 INST. NO.
2013000424201, O.R.

R2 TRACT NO. 17880,
M.M. 945/1-15.



SEE SHEET 3



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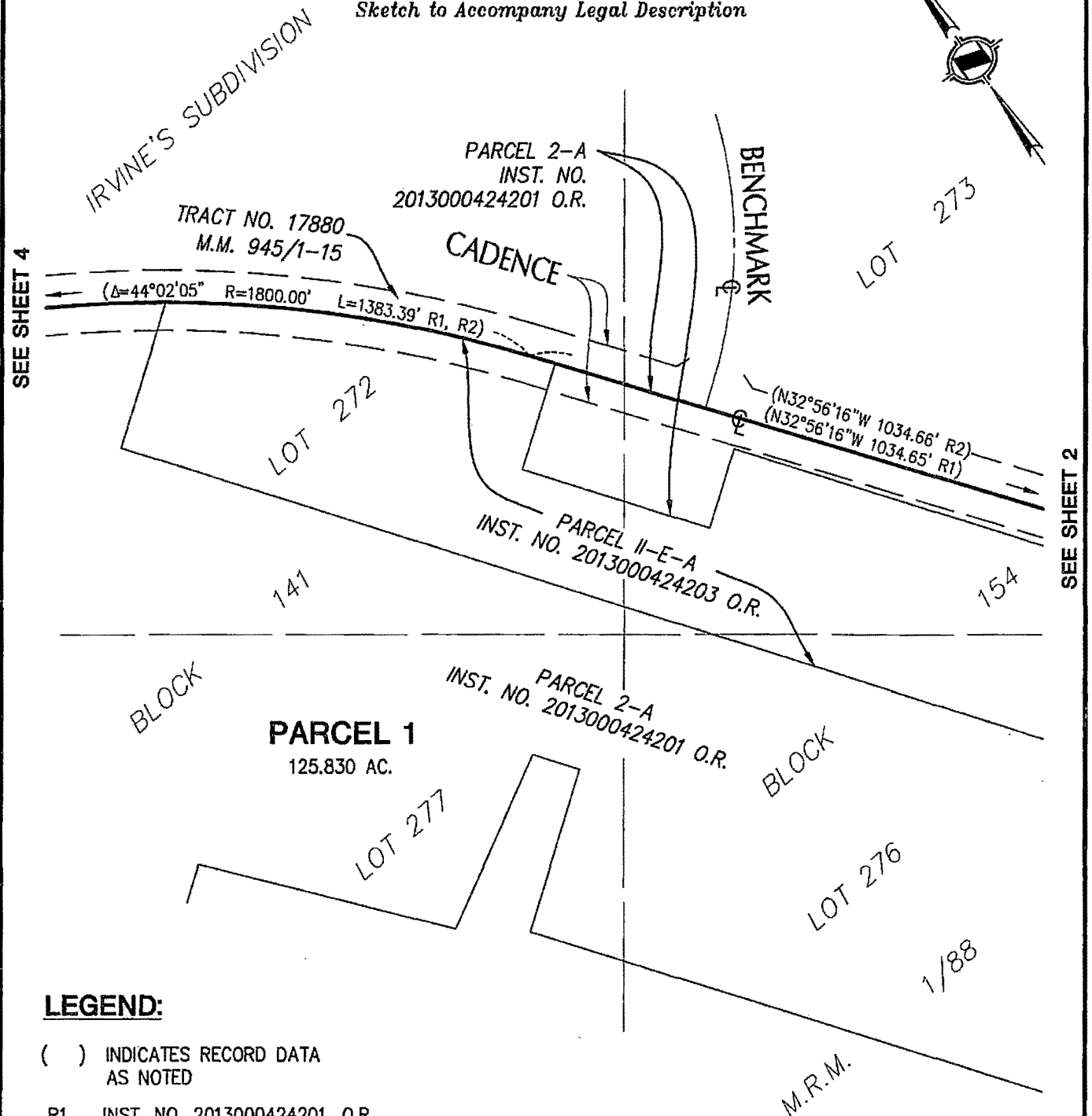
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
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EXHIBIT "B"

Sketch to Accompany Legal Description



LEGEND:

- () INDICATES RECORD DATA
AS NOTED
- R1 INST. NO. 2013000424201, O.R.
- R2 TRACT NO. 17880, M.M. 945/1-15.



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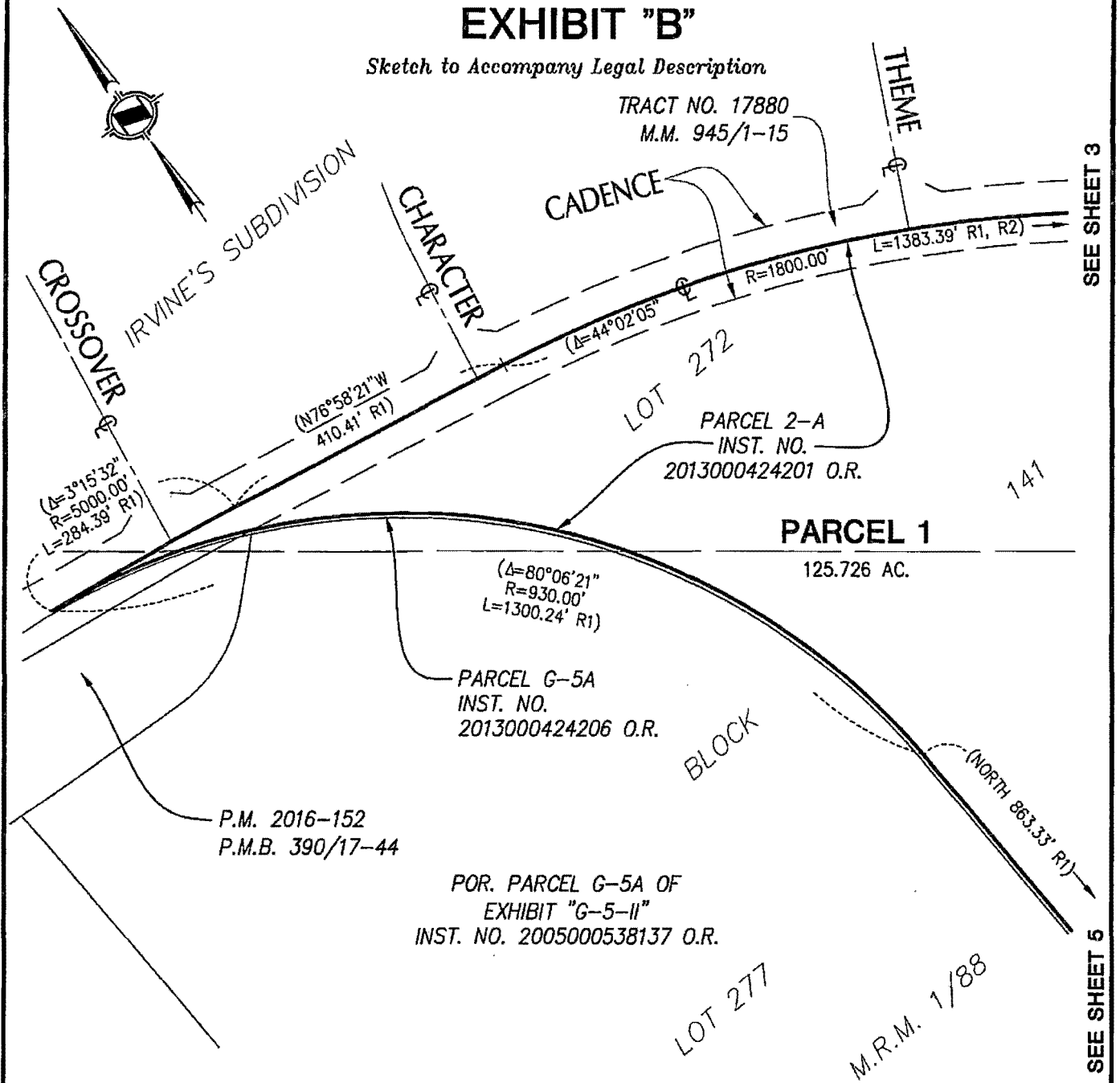
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
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EXHIBIT "B"

Sketch to Accompany Legal Description



SEE SHEET 3

SEE SHEET 5

LEGEND:

() INDICATES RECORD DATA AS NOTED

R1 INST. NO. 2013000424201, O.R.
R2 TRACT NO. 17880, M.M. 945/1-15.



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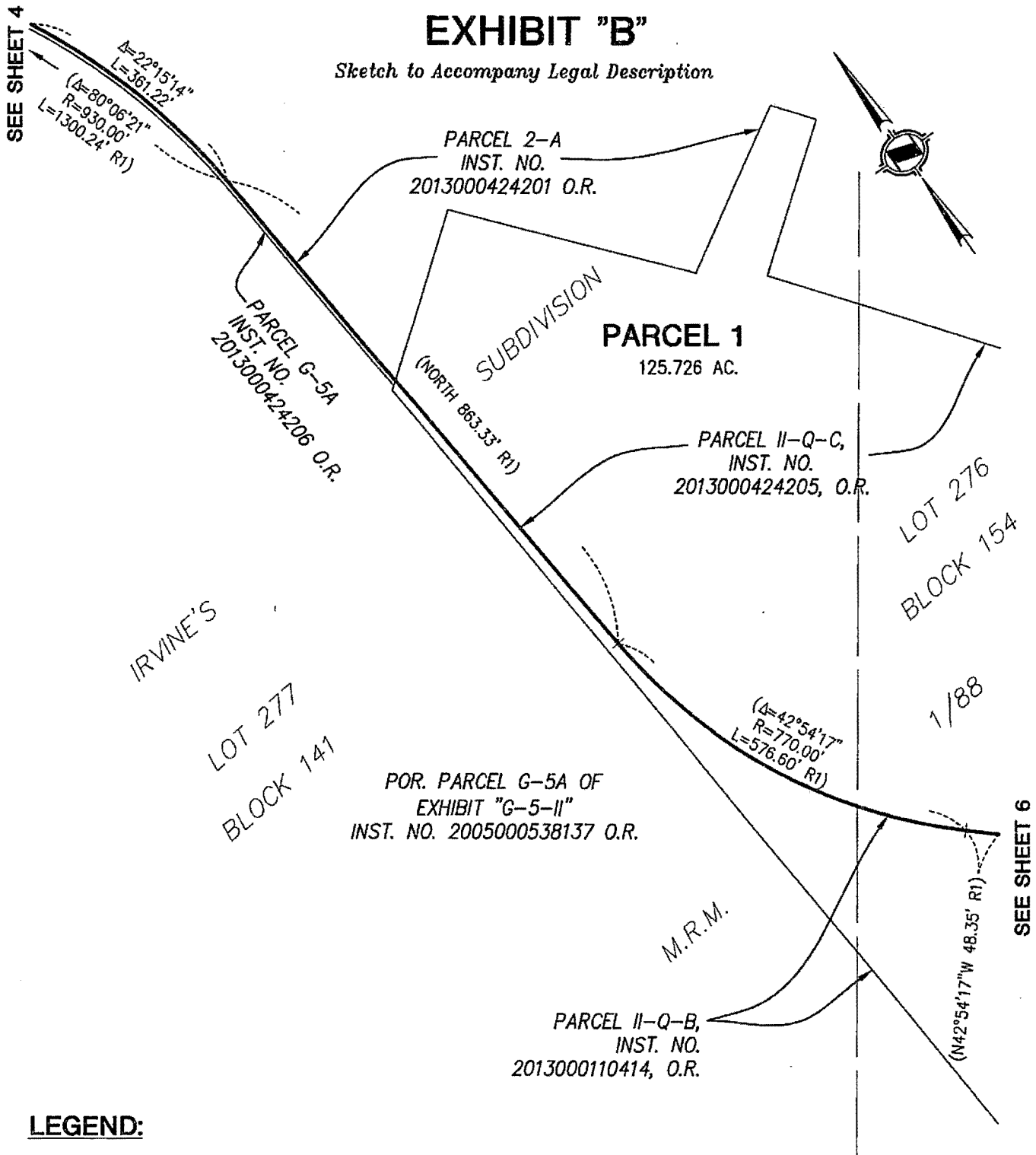
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG BY: K. VO	CK'd BY: R. WHEELER	SCALE: 1"= 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHTO4.dwg				H&A LEGAL No. 9192	SHEET 4 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



LEGEND:

() INDICATES RECORD DATA AS NOTED.

R1 INST. NO. 2013000424201, O.R.

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

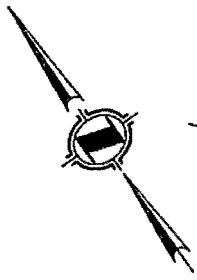
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

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FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT05.dwg				H&A LEGAL No. 9192	SHEET 5 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



IRVINE'S SUBDIVISION

PARCEL 1

125.726 AC.

PARCEL II-Q-C,
INST. NO.
2013000424205, O.R.

BLOCK 154

LOT 276

SEE SHEET 7

SEE SHEET 5

(N42°54'17"W 48.35' R1)

(Δ=21°35'57"
R=2030.00'
L=765.26' R1)

(N68°41'40"E R1) RAD R=2030'
(N04°37'10"W R1) RAD R=2100'

(Δ=3°07'30"
R=2100.00'
L=114.54' R1)

(N88°30'20"E 1062.83' R1)

PARCEL II-Q-B,
INST. NO.
2013000110414, O.R.

POR. PARCEL G-1A
OF EXHIBIT "G-1-II"
PER INST. NO.
2005000538137 O.R.

1/88
M.R.M.

LEGEND:

() INDICATES RECORD DATA AS NOTED.
R1 INST. NO. 2013000424201, O.R.



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EXHIBIT "B"

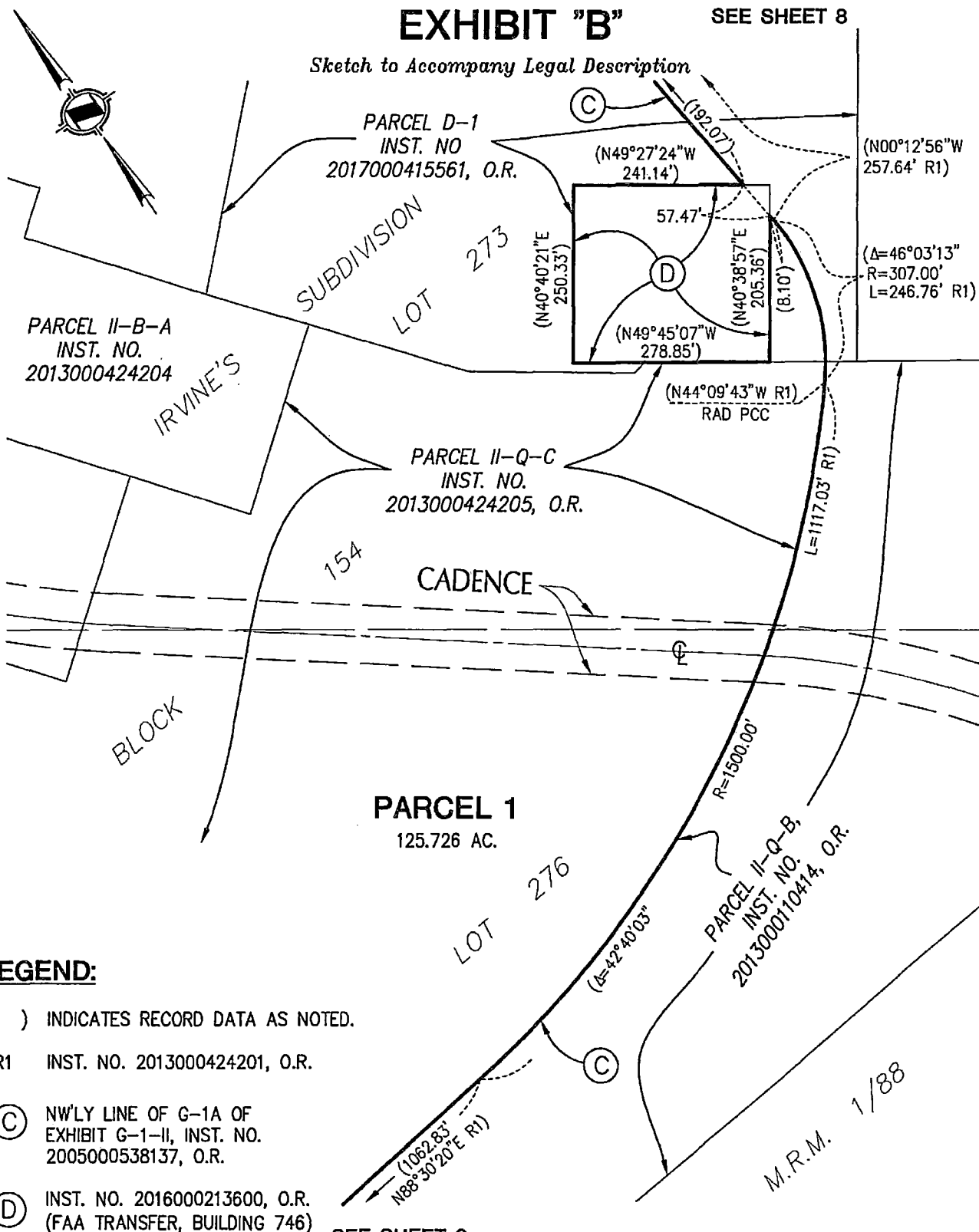
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: - - -	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT06.dwg				H&A LEGAL No. 9192	SHEET 6 OF 8

EXHIBIT "B"

SEE SHEET 8

Sketch to Accompany Legal Description



LEGEND:

() INDICATES RECORD DATA AS NOTED.

R1 INST. NO. 2013000424201, O.R.

(C) NWLY LINE OF G-1A OF EXHIBIT G-1-II, INST. NO. 2005000538137, O.R.

(D) INST. NO. 2016000213600, O.R. (FAA TRANSFER, BUILDING 746)

SEE SHEET 6



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT07.dwg				H&A LEGAL No. 9192	SHEET 7 OF 8

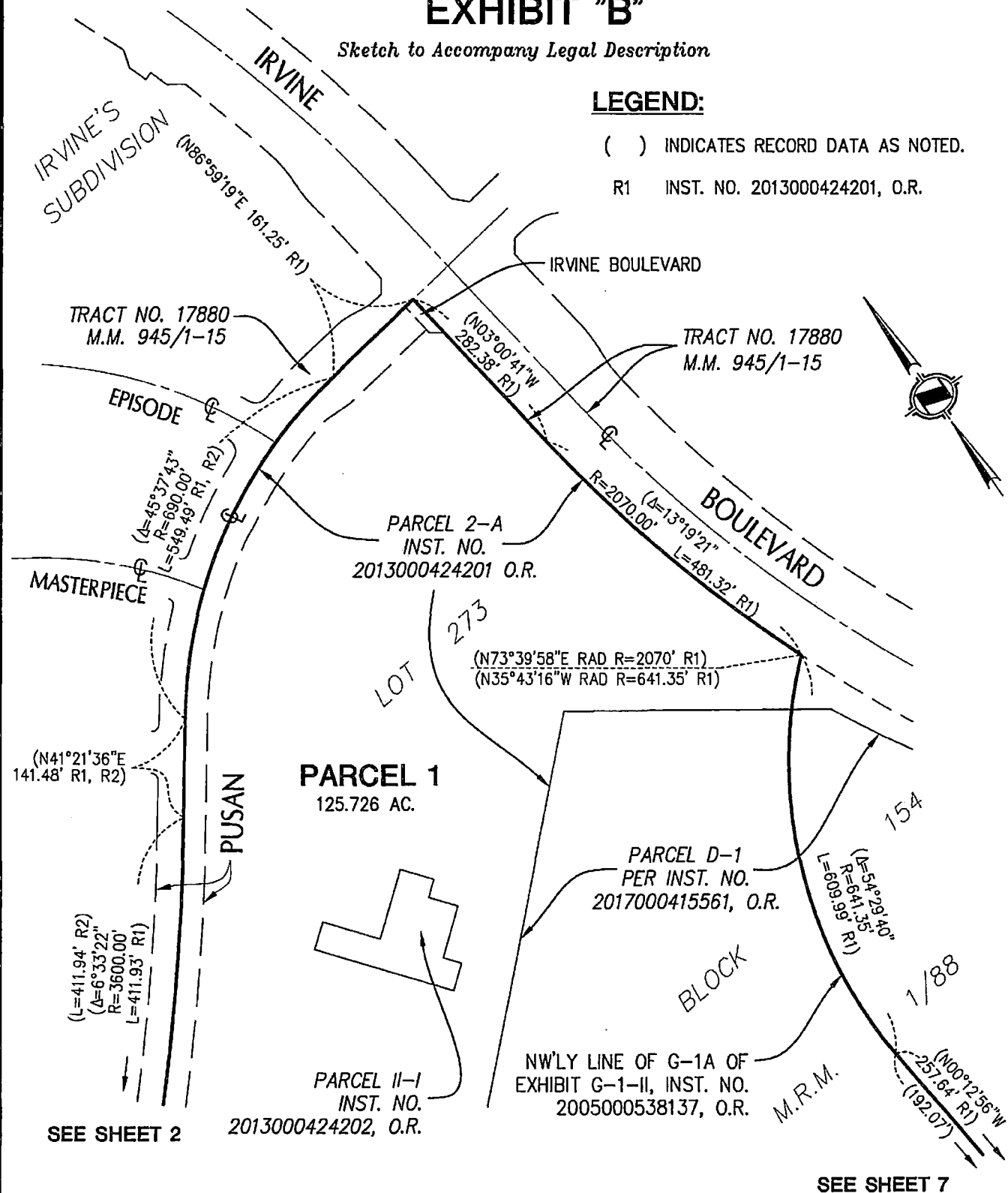
EXHIBIT "B"

Sketch to Accompany Legal Description

LEGEND:

() INDICATES RECORD DATA AS NOTED.

R1 INST. NO. 2013000424201, O.R.



HUNSAKER & ASSOCIATES

IRVINE, INC.

PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHTO8.dwg				H&A LEGAL No. 9192	SHEET 8 OF 8

EXHIBIT C

ARDA TRANSFER SITE GRANT DEED

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Heritage Fields El Toro, LLC
25 Enterprise, 3rd Floor
Aliso Viejo, California 92656
Attn: Chief Legal Officer

(Space Above Line for Recorder's Use)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, THE CITY OF IRVINE, a California charter city ("**Grantor**"), does hereby GRANT to HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("**Grantee**"), all of that certain real property in the City of Irvine, County of Orange, State of California, as more particularly described in Exhibit A and depicted on Exhibit B attached to this Grant Deed ("**Property**").

SUBJECT TO all matters that would be disclosed by an inspection and survey of the Property, and all matters of record including, without limitation, that certain Amended and Restated Development Agreement dated December 27, 2010 and recorded in the Official Records of Orange County, California on December 27, 2010 as Instrument No. 2010000700065.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be duly executed as of the day and year first written above.

“GRANTOR”

CITY OF IRVINE, a California charter city

By: _____

Name: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

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 _____)

On _____, 2017, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A
to ARDA Transfer Site Grant Deed

Description of Real Property

[See attached.]

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

In the City of Irvine, County of Orange, State of California, being all of Parcel 2-A as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424201, Parcel II-I as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424202, Parcel II-E-A as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424203, Parcel II-B-A as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424204 and Parcel II-Q-C as described in the Grant Deed recorded July 15, 2013 as Instrument No. 2013000424205, all of Official Records, lying within Lots 272 and 277 of Block 141 and Lots 273 and 276 of Block 154 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, all in the office of the County Recorder of said County.

Together with that portion of Parcel CO II-D-1, depicted in Exhibit "A" as Parcel D-1 as described in Quitclaim Deed recorded September 29, 2017 as Instrument No. 2017000415561, lying northwesterly of the northwesterly line of Parcel G-1A of Exhibit G-1-II as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000538137 both of Official Records, lying within Lot 273 of Block 154 of Irvine's Subdivision, recorded in Book 1, Page 88 of Miscellaneous Record Maps, as shown on Record of Survey 2011-1042, filed in Book 254, Pages 21 through 36, inclusive of Record of Surveys, all in said office of the County Recorder.

Excepting therefrom that parcel of land (FAA TRANSFER BUILDING 746), as described in the Quitclaim Deed recorded May 12, 2016 as Instrument No. 2016000213600 of Official Records, in the office of said County Recorder.


Containing an area of 125.726 acres, more or less.

Revised October 20, 2017
October 10, 2017
WO No. 1855-471X
Page 1 of 2
Legal No. 9192 ARDA Transfer Site ver. 2
By: K. Vo
Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



Robert L. Wheeler IV, L.S. 8639
Date: 10/20/17



Revised October 20, 2017
October 10, 2017
WO No. 1855-471X
Page 2 of 2
Legal No. 9192 ARDA Transfer Site ver. 2
By: K. Vo
Checked By: C. Tripi

Exhibit B
to ARDA Transfer Site Grant Deed

Depiction of Real Property

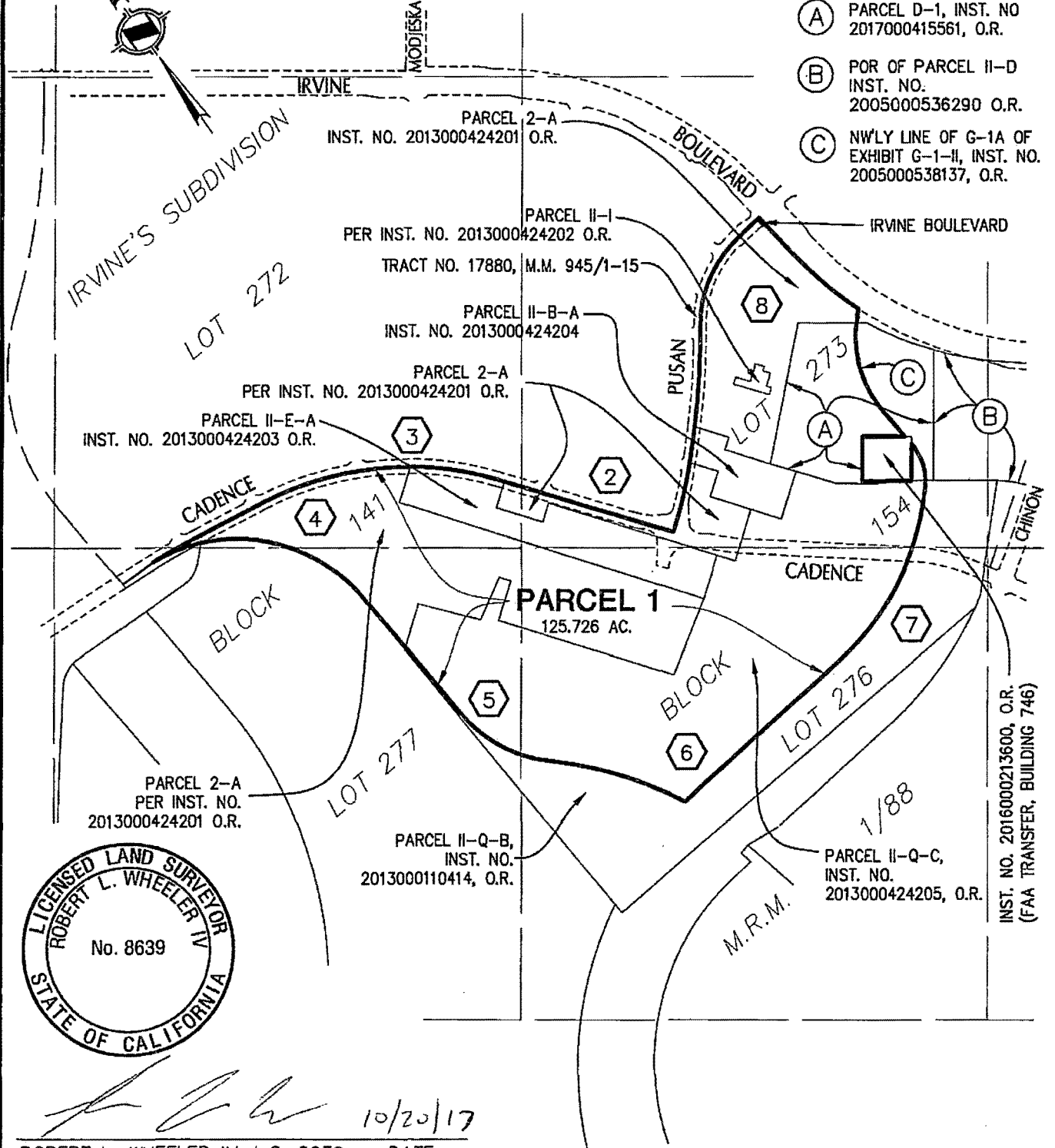
[See attached.]

EXHIBIT "B"

Sketch to Accompany Legal Description

LEGEND:

- # INDICATES SHEET NUMBER
- (A) PARCEL D-1, INST. NO. 2017000415561, O.R.
- (B) POR OF PARCEL II-D INST. NO. 2005000536290 O.R.
- (C) NWLY LINE OF G-1A OF EXHIBIT G-1-II, INST. NO. 2005000538137, O.R.



ROBERT L. WHEELER IV, L.S. 8639 DATE



HUNSAKER & ASSOCIATES

IRVINE, INC.

PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 800'	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHTO1.dwg				H&A LEGAL No. 9192	SHEET 1 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description

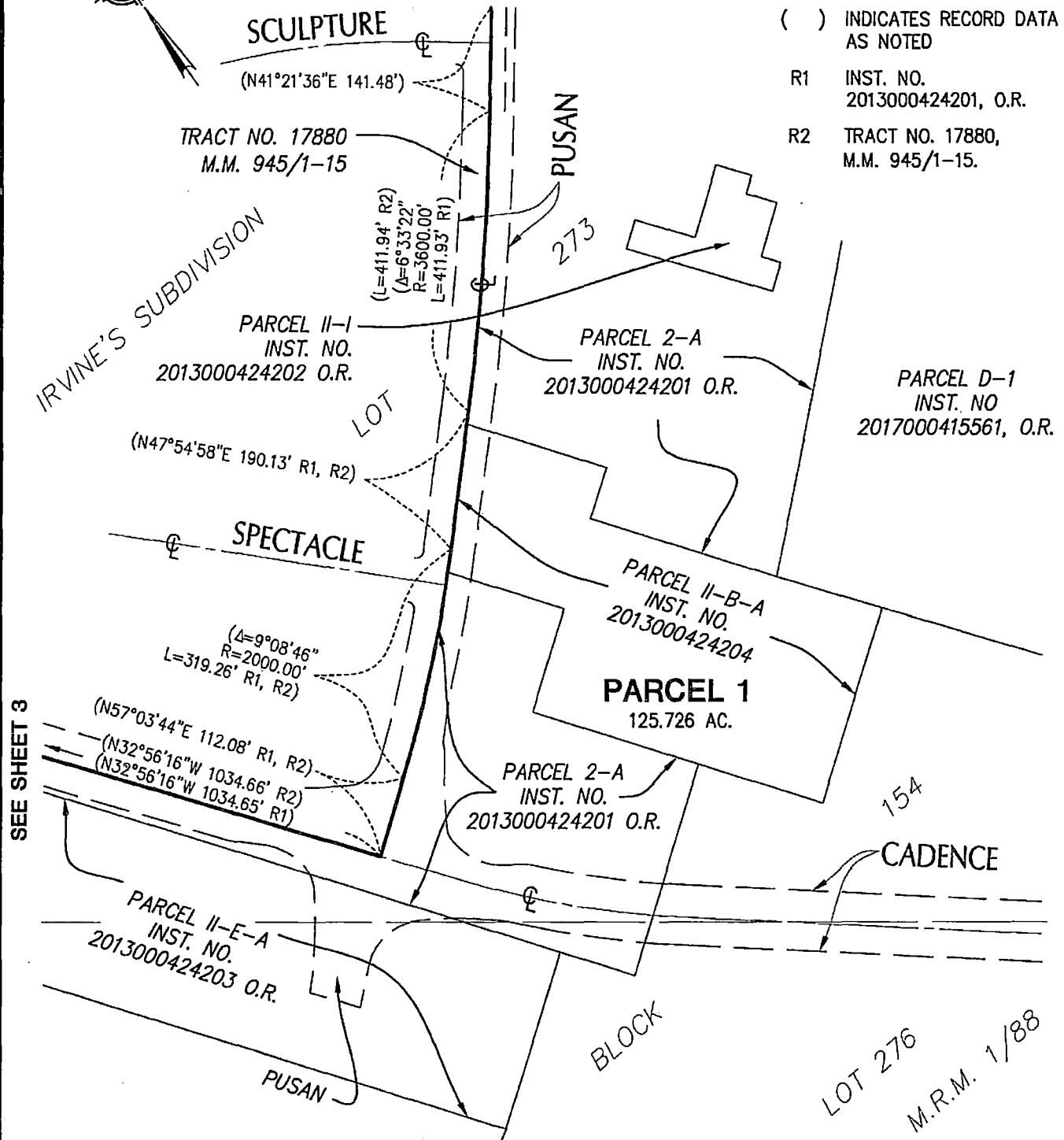
SEE SHEET 8

LEGEND:

() INDICATES RECORD DATA AS NOTED

R1 INST. NO.
2013000424201, O.R.

R2 TRACT NO. 17880,
M.M. 945/1-15.



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-7010 • FX: (949) 583-0759

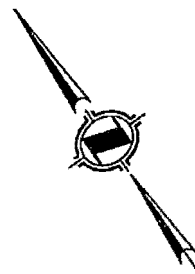
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT02.dwg				H&A LEGAL No. 9192	SHEET 2 OF 8

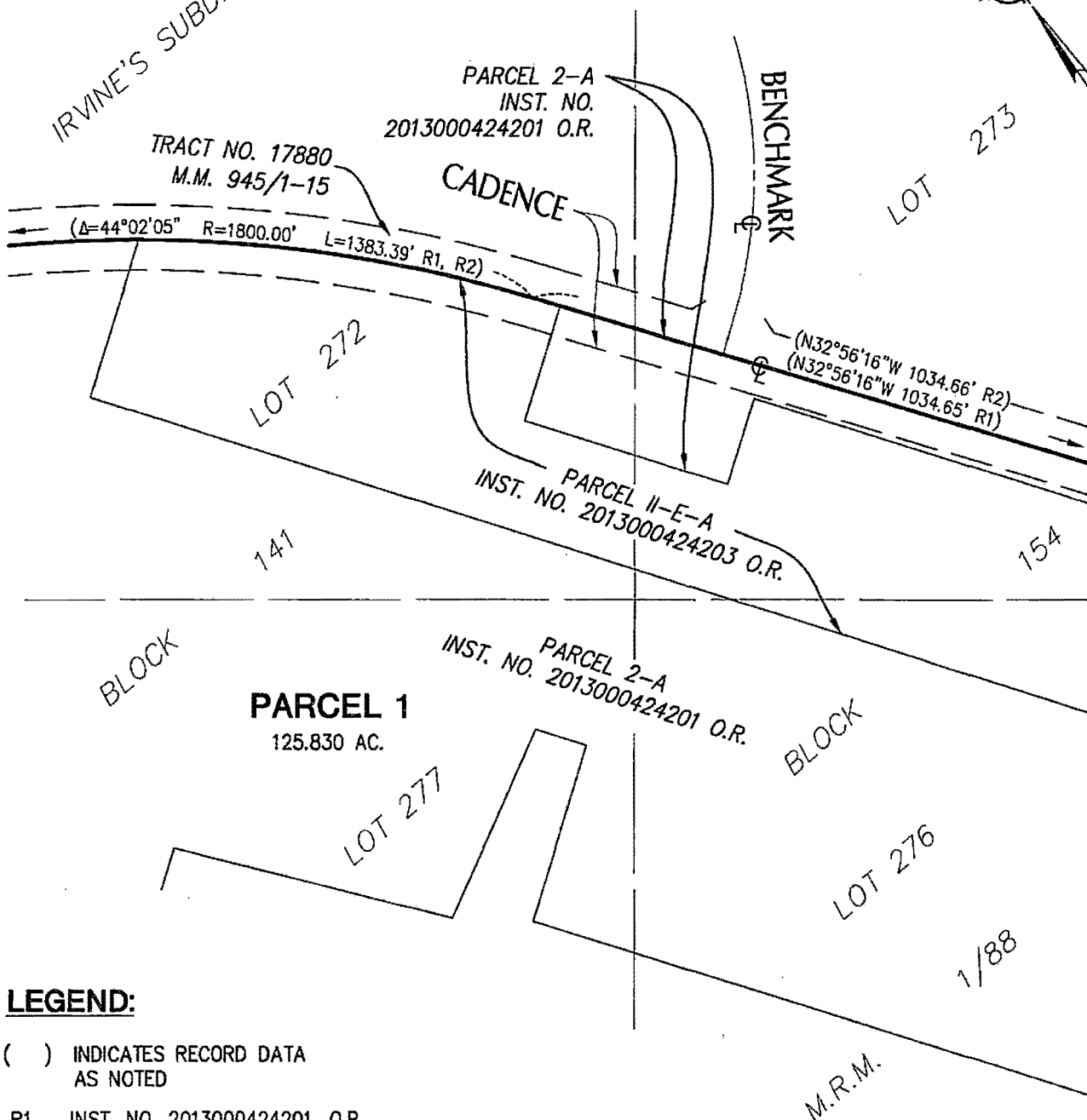
EXHIBIT "B"

Sketch to Accompany Legal Description



IRVINE'S SUBDIVISION

SEE SHEET 4



SEE SHEET 2

LEGEND:

- () INDICATES RECORD DATA
AS NOTED
- R1 INST. NO. 2013000424201, O.R.
- R2 TRACT NO. 17880, M.M. 945/1-15.



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

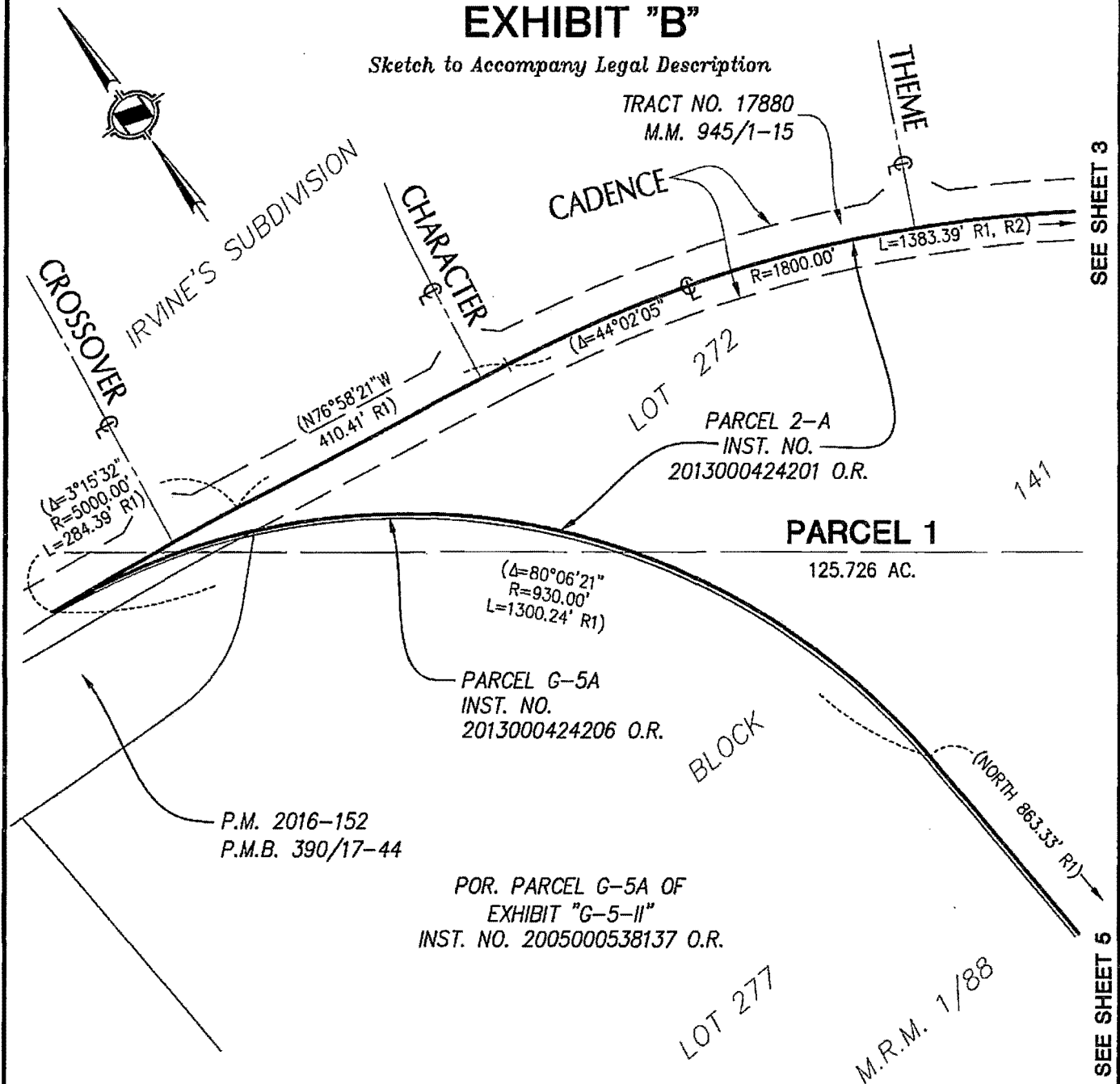
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1"= 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT03.dwg				H&A LEGAL No. 9192	SHEET 3 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



SEE SHEET 3

SEE SHEET 5

LEGEND:

() INDICATES RECORD DATA AS NOTED

R1 INST. NO. 2013000424201, O.R.
R2 TRACT NO. 17880, M.M. 945/1-15.



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

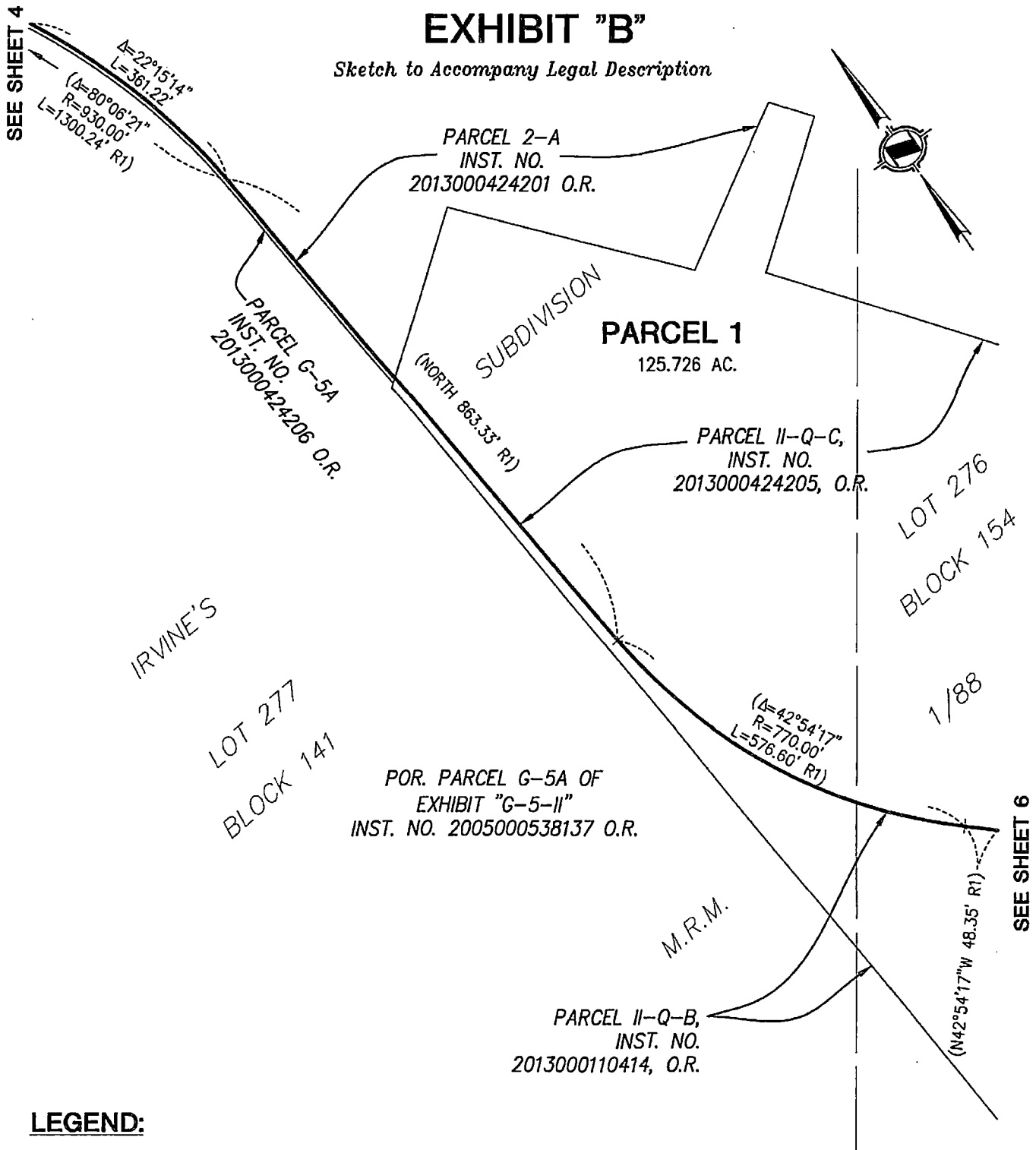
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1"= 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT04.dwg				H&A LEGAL No. 9192	SHEET 4 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



LEGEND:

() INDICATES RECORD DATA AS NOTED.

R1 INST. NO. 2013000424201, O.R.



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

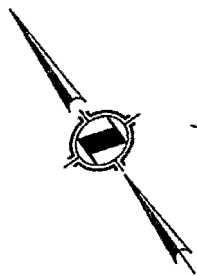
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: - - -	.DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SH05.dwg				H&A LEGAL No. 9192	SHEET 5 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



IRVINE'S SUBDIVISION

PARCEL 1

125.726 AC.

PARCEL II-Q-C,
INST. NO.
2013000424205, O.R.

BLOCK 154

LOT 276

SEE SHEET 7

SEE SHEET 5

(N42°54'17"W 48.35' R1)

(Δ=21°35'57"
R=2030.00'
L=765.26' R1)

(N68°41'40"E R1) RAD R=2030'
(N04°37'10"W R1) RAD R=2100'

(Δ=3°07'30"
R=2100.00'
L=114.54' R1)

(N88°30'20"E 1062.83' R1)

PARCEL II-Q-B,
INST. NO.
2013000110414, O.R.

POR. PARCEL G-1A
OF EXHIBIT "G-1-II"
PER INST. NO.
2005000538137 O.R.

M.R.M.

1/88

LEGEND:

- () INDICATES RECORD DATA AS NOTED.
R1 INST. NO. 2013000424201, O.R.



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

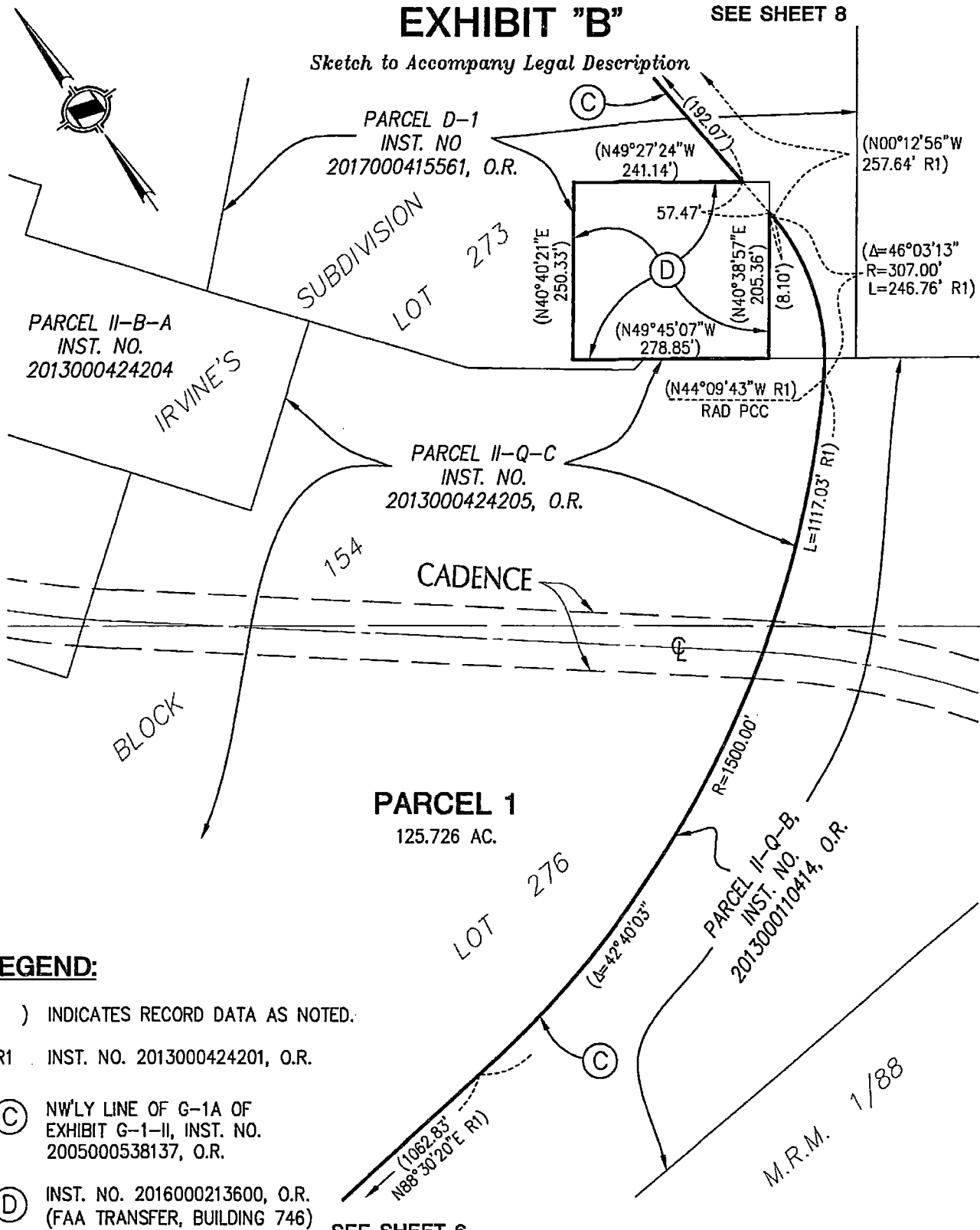
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: - - -	.DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT06.dwg				H&A LEGAL No. 9192	SHEET 6 OF 8

EXHIBIT "B"

SEE SHEET 8

Sketch to Accompany Legal Description



LEGEND:

() INDICATES RECORD DATA AS NOTED.

R1 INST. NO. 2013000424201, O.R.

(C) NWLY LINE OF G-1A OF
EXHIBIT G-1-II, INST. NO.
2005000538137, O.R.

(D) INST. NO. 2016000213600, O.R.
(FAA TRANSFER, BUILDING 746)

SEE SHEET 6



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/10/17	REV. DATE: 10/20/17	DWG. BY: K. VO	CHK'D BY: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SH07.dwg				H&A LEGAL No. 9192	SHEET 7 OF 8

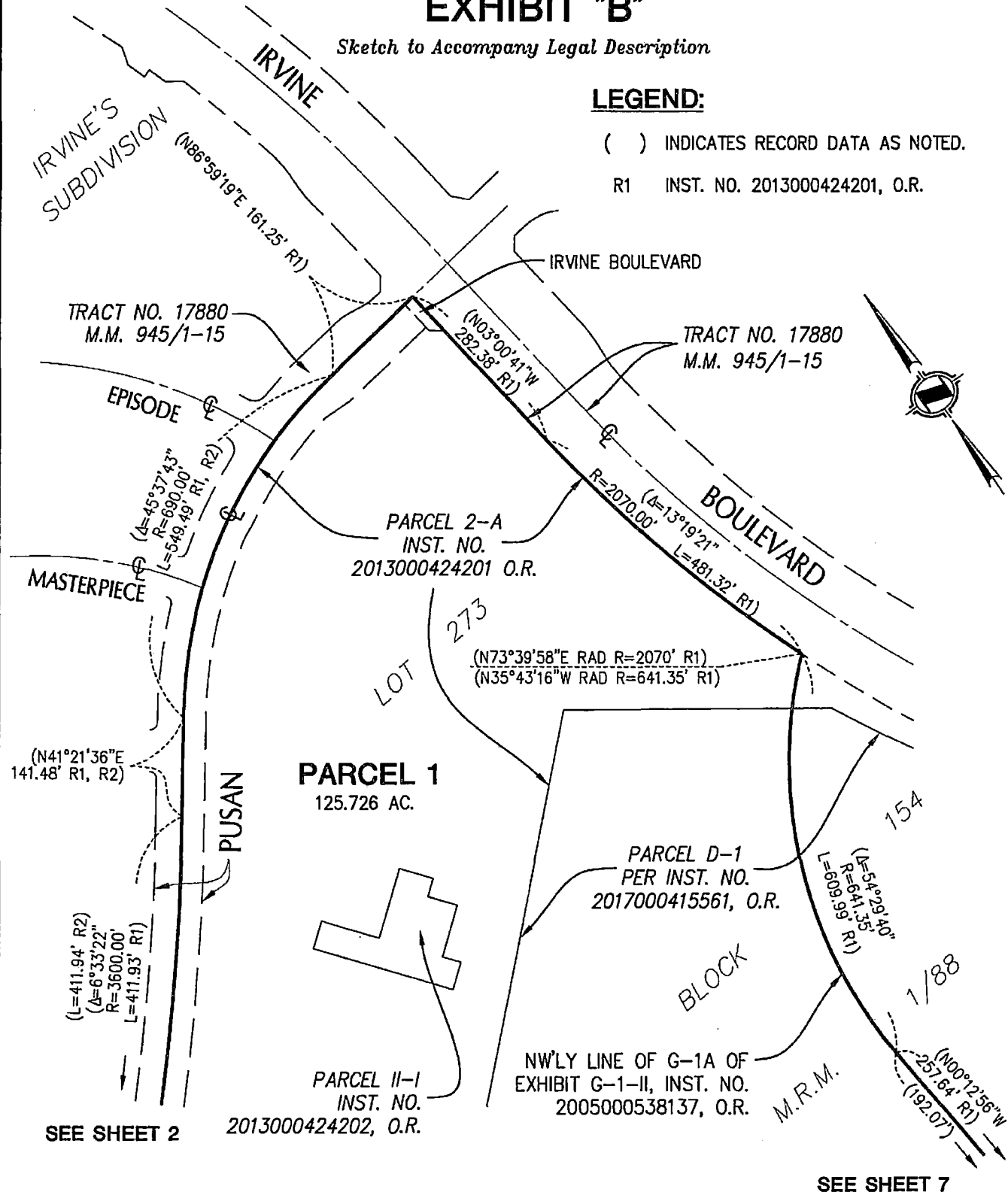
EXHIBIT "B"

Sketch to Accompany Legal Description

LEGEND:

() INDICATES RECORD DATA AS NOTED.

R1 INST. NO. 2013000424201, O.R.



HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759				EXHIBIT "B" CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 10/10/17	REV. DATE: 10/20/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-741X		
FILE: I:\HeritageFields\LD\9192-ARDA SITE\Ver-2\SHT08.dwg				H&A LEGAL No. 9192	SHEET 8 OF 8		

EXHIBIT D

ALTERNATIVE SITE GRANT DEED

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

(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 City of Irvine is exempt from the payment of a
documentary transfer tax.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("**Grantor**"), does hereby GRANT to THE CITY OF IRVINE, a California charter city ("**Grantee**"), all of that certain real property in the City of Irvine, County of Orange, State of California, as more particularly described in Exhibit A and depicted on Exhibit B attached to this Grant Deed ("**Property**").

TOGETHER WITH 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.

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 it 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, dated July 12, 2005, from the United States of America, acting by and through the Department of the Navy ("**United States**") to Heritage Fields LLC, a Delaware limited liability company, Grantor's predecessor-in-interest, recorded on July 12, 2005 as Instrument No. 2005000536294 in the Official Records of Orange County, California (the "**Government Quitclaim**").

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 Grantor in the Government Quitclaim, to the fullest extent such covenants, representations and warranties are assignable and apply to the Property.

GRANTOR HEREBY EXCEPTS AND RESERVES, to itself and its successors and assigns, together with the right to grant and transfer all or a portion of the same, the following easements (each an **"Easement"**) for purposes of (a) public roads, pedestrian rights-of-way and, with respect to each of the foregoing, related slope and drainage, as necessary for the construction of the "Backbone Infrastructure" (as that term is defined in that certain Amended and Restated Development Agreement dated December 27, 2010 and recorded in the Official Records of Orange County, California on December 27, 2010 as Instrument No. 2010000700065 (the **"ARDA"**)), including, but not limited to, Bake Parkway, Alton Parkway, Muirlands Boulevard, and the future "Marine Way,"; (b) a water quality basin (if needed) to support storm water runoff from the foregoing road and pedestrian right of ways, among other Backbone Infrastructure improvements; and (c) overhead, underground and surface utilities including, without limitation, water lines, gas lines, sewer lines, electricity lines, telephone, telecommunication, cable and other communication lines and all other forms of utilities that constitute Backbone Infrastructure. Such Easements include, without limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, and otherwise use the Property for such purposes, together with incidental appurtenances, connections, structures and improvements, in, over, under, upon, along, through and across the Property. Grantor, Grantee and their respective successors and assigns shall execute such further documents, instruments, and agreements (which may include a separate grant of easement) reasonably requested by any public or private utility provider in connection with the use, transfer or dedication of any portion of the Property and/or the acceptance of the facilities located therein for public purposes, using the standard form then-used by such utility provider in the City of Irvine; provided, however, if the utility facilities are located with a proposed public street right-of-way, and if Grantee and applicable utility provider have a then-existing franchise agreement or enter into a new franchise agreement that permits the installation and maintenance of the utility provider's utility facilities in such right-of-way, Grantee shall not have to execute an additional, separate document, instrument or agreement as otherwise contemplated above.

SUBJECT TO THE FOLLOWING COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the Property and the Grantee, and its successors and assigns:

1. Grantee covenants and agrees that the Property shall only be used for (i) agricultural uses and related purposes (on an interim basis), and (ii) the Southern California Veterans Cemetery (as such term is used in California Senate Bill 96) and ancillary uses, directly related to cemetery purposes (by way of example: crematorium, flower stalls, retail shops offering Veterans related merchandise, or historical items) (such use restrictions, collectively, the **"Cemetery Restriction"**). Grantee agrees to accept conveyance of the Property subject to the Cemetery Restriction, and each future transfer or conveyance of the Property or any portion thereof shall include notice of the Cemetery Restriction. The Cemetery Restriction shall be binding upon Grantee and its respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall be for the benefit of the property described in Exhibit C attached hereto. The Cemetery Restriction shall constitute a covenant running with the land enforceable by Grantor pursuant to applicable laws, including, but not limited to, California Civil Code Section 1468, and the burdens and benefits shall be binding upon and inure to the benefit of each of the Grantor and Grantee, and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, and lessees.
2. The conveyance is subject to all matters that would be disclosed by an inspection and survey of the Property, and all matters of record including, without limitation, (i) that certain existing Irvine Ranch Water District sewer facility located on the Property, and (ii) the ARDA, such

that notwithstanding any transfer of the Property to a government entity, all obligations in the development agreement that arise independently of the regulatory or police authority of the City shall function as equitable servitudes on the Property and covenants running with the land.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be duly executed as of the day and year first written above.

“GRANTOR”

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP
a Delaware limited partnership
Its: Sole Member

By: _____

Name: _____

Title: _____

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2017, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

**ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS & CERTIFICATE OF
ACCEPTANCE**

GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2017, from Heritage Fields El Toro, LLC, a Delaware limited liability company, to the City of Irvine, a chartered city of the State of California, including the Cemetery Restriction and all other covenants and agreements of the Grantee contained in this Grant Deed, 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 City consents to recordation thereof by its duly authorized officer.

James Houlihan, City Engineer
City of Irvine

Date

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2017, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A
to Alternative Site Grant Deed

Description of Real Property

[See attached.]

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel C-1:

In the City of Irvine, County of Orange State of California, being those portions of Parcel 4 as described in the document recorded July 12, 2005 as Instrument No. 2005000536294 and Parcel 3-A1 as described in the document recorded July 12, 2005 as Instrument No. 2005000536292, both of Official Records, lying within Lot 290 and 291 of Block 156 and Lots 307 and 310 of Block 172, all of Irvine's Subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps, all as shown on Record of Survey No. 2012-1142 filed in Book 254, Pages 21 through 36, inclusive, of Record of Surveys, all in the office of the County Recorder of said County.

Excepting therefrom that portion lying northeasterly of the general southwesterly line of the hereinbelow described 2017 Marine Way Right of Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying southeasterly of the northwesterly line of Parcel G-1A of Exhibit "G-1-IV" and its southwesterly prolongation thereof as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000536294 of said Official Records.

Containing an area of 37.213 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

Parcel C-2:

In the City of Irvine, County of Orange State of California, being that portion of Parcel 4 as described in the document recorded July 12, 2005 as Instrument No. 2005000536294 of Official Records, lying within Lots 309 and 310 of Block 172 of Irvine's Subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps, as shown on Record of Survey No. 2012-1142 filed in Book 254, Pages 21 through 36, inclusive, of Record of Surveys, all in the office of the County Recorder of said County.

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By: R. Wheeler
Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

Excepting therefrom that portion lying within the hereinbelow described 2017 Marine Way Right of Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying northeasterly of the hereinbelow described centerline of 2017 Marine Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying northwesterly of the southeasterly line of Parcel G-1A of Exhibit "G-1-IV" and its southwesterly prolongation thereof as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000536294 of said Official Records.

Also Excepting therefrom that portion lying southerly of the northerly right of way line of Bake Parkway defined as being parallel with and distant 60.00 feet northerly of the centerline of Bake Parkway as shown on said Record of Survey.

Containing an area of 36.125 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

Parcel C-3:

In the City of Irvine, County of Orange State of California, being that portion of Parcel 4 as described in the document recorded July 12, 2005 as Instrument No. 2005000536294 of Official Records, lying within Lots 307, 308, 309 and 310 of Block 172, of Irvine's Subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps, as shown on Record of Survey No. 2012-1142 filed in Book 254, Pages 21 through 36, inclusive, of Record of Surveys, all in the office of the County Recorder of said County.

Excepting therefrom that portion lying within the hereinbelow described 2017 Marine Way Right of Way (2nd AVTTM No. 17008).

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By: R. Wheeler
Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

Also Excepting therefrom that portion lying southwesterly of the hereinbelow described centerline of 2017 Marine Way (2nd AVTTM No. 17008).

Also Excepting therefrom that portion lying northwesterly of the southeasterly line of Parcel G-1A of Exhibit "G-1-IV" as described in the Grant Deed recorded July 12, 2005 as Instrument No. 2005000536294 of said Official Records.

Also Excepting therefrom that portion lying southerly of the northerly right of way of Bake Parkway defined as being parallel with and distant 60.00 feet northerly of the centerline of Bake Parkway as shown on said Record of Survey.

Also Excepting therefrom that portion lying northeasterly of the southwesterly right of way of Muirlands Boulevard defined as being parallel with and distant 50.00 feet southwesterly of the centerline of Muirlands Boulevard as shown on said Record of Survey.

Containing an area of 42.396 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

For the purpose of this description, the centerline of 2017 Marine Way (2nd AVTTM No. 17008) is described as follows:

Beginning at a Well Monument with a 2 ¼" brass cap stamped "LS 8639" marking the centerline intersection of Alton Parkway and Marine Way as shown on Parcel Map No. 2014-122 filed in Book 384, Pages 1 through 10, inclusive, of Parcel Maps in the office of said County Recorder, said intersection being the southerly terminus of that certain course in the centerline of Marine Way shown on said map as "N 04°46'49" E 895.70"; thence along the southerly prolongation of said centerline South 4°46'49" West 352.06 feet to a curve concave northeasterly having a radius of 1425.00 feet; thence southeasterly 1588.19 feet along said curve through a central angle of 63°51'26"; thence

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By: R. Wheeler
Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

South 59°04'37" East 423.20 feet to a curve concave southwesterly having a radius of 1425.00 feet; thence southeasterly 1485.70 feet along said curve through a central angle of 59°44'10"; thence South 0°39'33" West 102.93 feet to the centerline of Bake Parkway as shown on said Record of Survey No. 2011-1042.

For the purposes of this description, the right of way for 2017 Marine Way (2nd AVTTM No. 17008) is described as follows:

Commencing at a Well Monument with a 2 ¼" brass cap stamped "LS 8639" marking the easterly terminus of that certain course "N 80°35'25" E 862.37" shown along the centerline of Alton Parkway as shown on Parcel Map No. 2014-122 filed in Book 384, Pages 1 through 10, inclusive of Parcel Maps in said County Recorder's Office; thence along said centerline South 80°35'15" West 862.37 feet to the beginning of a curve concave northeasterly having a radius of 1800.00 feet; thence westerly along said centerline and curve, 578.61 feet through a central angle of 18°25'04" to a point that is a total centerline distance of 1440.98 feet from the Point of Commencement; thence radial from said centerline South 9°00'19" West 60.00 feet to the northerly terminus of that certain course in the boundary of Parcel 1 as described in the Declaration of Right of Way recorded March 22, 2017 as Instrument No. 2017000116406 of said Official Records, described as "North 51°48'33" East 13.60 feet", said terminus being the **True Point of Beginning**; thence along said boundary of Parcel 1 the following two (2) courses:

- 1) South 51°48'33" West 13.60 feet to a non-tangent curve concave northerly having a radius of 1870.00 feet, a radial line to the beginning of said curve bears South 9°17'18" West and
- 2) thence easterly 24.70 feet along said curve through a central angle of 0°45'25";

thence non-tangent from said curve South 44°26'33" West 27.22 feet to a line which is parallel with and distant 76.00 feet easterly from the hereinabove described centerline of 2017 Marine Way; thence along said parallel line the following two (2) courses:

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By: R. Wheeler
Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

- 1) South $4^{\circ}46'49''$ West 226.01 feet to a curve concave easterly having a radius of 1349.00 feet and
- 2) southerly 25.77 feet along said curve through a central angle of $1^{\circ}05'40''$ to a reverse curve concave westerly having a radius of 179.00 feet;

thence southerly 32.06 feet along said curve through a central angle of $10^{\circ}15'48''$; thence South $13^{\circ}56'57''$ West 27.41 feet to a curve concave easterly having a radius of 111.00 feet; thence southerly 26.87 feet along said curve through a central angle of $13^{\circ}52'13''$ to a compound curve concave easterly having a radius of 1361.00 feet; thence southerly 151.52 feet along said curve through a central angle of $6^{\circ}22'44''$; thence South $6^{\circ}18'00''$ East 33.44 feet to a curve concave easterly having a radius of 1581.00 feet; thence southerly 309.92 feet along said curve through a central angle of $11^{\circ}13'53''$ to a compound curve concave easterly having a radius of 1048.00 feet said curve being tangent at its southerly terminus with a curve concentric with and distant 59.00 feet from the hereinabove described centerline of 2017 Marine Way; thence southerly 170.39 feet along said curve with radius 1048.00 through a central angle of $9^{\circ}18'56''$ to said concentric curve being a compound curve concave northeasterly having a radius of 1366.00 feet; thence along said concentric curve and continuing parallel with, concentric to and northeasterly 59.00 feet from said centerline of 2017 Marine Way the following three (3) courses:

- 1) southeasterly 768.40 feet along said curve through a central angle of $32^{\circ}13'48''$,
- 2) South $59^{\circ}04'37''$ East 423.20 feet to a curve concave southwesterly having a radius of 1484.00 feet and
- 3) southeasterly 1547.21 feet along said curve through a central angle of $59^{\circ}44'10''$;

thence non-tangent from said curve South $26^{\circ}59'57''$ East 30.43 feet to a line which is parallel with and distant 80.00 feet northerly from the centerline of Bake Parkway as shown on said Record of Survey; thence along said parallel line South $85^{\circ}21'01''$ East 161.27 feet to the easterly line of said

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Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 4; thence along said easterly line South 0°39'22" West 20.05 feet to the northerly right of way of Bake Parkway defined as being parallel with and distant 60.00 northerly of the centerline of Bake Parkway as shown on said Record of Survey; thence along said parallel line North 85°21'01" West 787.70 feet to the westerly boundary of said Parcel 4 as shown on said Record of Survey; thence along said westerly boundary North 4°40'20" East 26.00 feet; thence South 84°23'44" East 300.09 feet to a line which is parallel with and distant 81.00 feet from the centerline of Bake Parkway as shown on said Record of Survey; thence along said parallel line South 85°21'01" East 150.43 feet; thence North 44°27'00" East 37.39 feet to a non-tangent curve concave westerly having a radius of 1350.00 feet, a radial line to the beginning of said curve bears South 89°51'46" East, said curve being concentric with and distant 75.00 feet easterly from the hereinabove described centerline of 2017 Marine Way; thence northerly 364.44 feet along said concentric curve through a central angle of 15°28'02" to a reverse curve concave easterly having a radius of 153.00 feet; thence northerly 37.59 feet along said curve through a central angle of 14°04'30"; thence North 1°15'18" West 37.76 feet to a curve concave westerly having a radius of 127.00 feet; thence northerly 41.89 feet along said curve through a central angle of 18°53'59" to a compound curve concave southwesterly having a radius of 1372.00 feet, said curve being tangent at its northerly terminus with a curve which is concentric with and distant 53.00 feet southwesterly from the hereinabove described centerline of 2017 Marine Way; thence along said concentric curve and continuing parallel with, concentric to and distant 53.00 feet southwesterly from the hereinabove described centerline of 2017 Marine Way the following courses:


- 1) northwesterly 932.03 feet along said curve through a central angle of 38°55'20",
- 2) thence North 59°04'37" West 423.20 feet to a curve concave northeasterly having a radius of 1478.00 feet and
- 3) northwesterly 962.71 feet along said curve through a central angle of 37°19'13" to a compound curve concave easterly having a radius of 1713.00 feet;

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By: R. Wheeler
Checked By: C. Tripi

EXHIBIT "A"
LEGAL DESCRIPTION

thence northerly 540.64 feet along said curve through a central angle of 18°04'59" to a compound curve concave easterly having a radius of 999.00 feet said curve being tangent at its northerly terminus with a line which is parallel with and distant 70.00 feet westerly from the hereinabove described centerline of 2017 Marine Way; thence northerly 147.40 feet along said curve through a central angle of 8°27'14" to said parallel line; thence along said parallel line North 4°46'49" East 159.06 feet to a curve concave westerly having a radius of 387.00 feet; thence northerly 68.65 feet along said curve through a central angle of 10°09'49" to a compound curve concave southwesterly having a radius of 70.00 feet said curve being tangent to a curve which is concentric with and distant 82.00 feet southerly of the centerline of Alton Parkway as shown on said Parcel Map; thence northwesterly 62.12 feet along said curve radius 70.00 feet through a central angle of 50°50'43" to a compound curve concave southwesterly having a radius of 186.00 feet being said concentric curve; thence northwesterly 56.36 feet along said concentric curve through a central angle of 17°21'37" to a reverse curve concave northerly having a radius of 1882.00 feet; thence westerly 200.57 feet along said curve through a central angle of 6°06'22" to a compound curve concave northeasterly having a radius of 164.00 feet; thence northwesterly 34.40 feet along said curve through a central angle of 12°01'08"; thence North 55°27'50" West 36.32 feet to a curve concave southwesterly having a radius of 156.00 feet; thence northwesterly 24.86 feet along said curve through a central angle of 9°07'44" to a reverse curve concave northeasterly having a radius of 1558.00 feet; thence northwesterly 279.30 feet along said curve through a central angle of 10°16'17"; thence North 54°19'17" West 77.84 feet to a point in the boundary of said Parcel 4; thence along said boundary North 5°36'34" East 5.97 feet to a non-tangent curve concave northeasterly having a radius of 1860.00 feet, a radial line to the beginning of said curve bears South 36°27'17" West, said curve also being the southerly line of Alton Parkway defined as being concentric with and distant 60.00 feet southerly from the centerline of Alton Parkway as shown on said Parcel Map No. 2014-122; thence along said concentric curve southeasterly 891.09 feet along said curve through a central angle of 27°26'58" to the **True Point of Beginning**.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.


Robert L. Wheeler IV, L.S. 8639
Date: 10/20/17

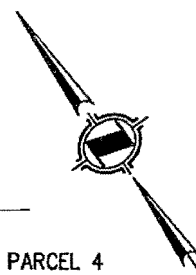


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By: R. Wheeler
Checked By: C. Tripi

Exhibit B
to Alternative Site Grant Deed

Depiction of Real Property

[See attached.]



SHEET 1 OF 10

EXHIBIT "B"

Sketch to Accompany Legal Description

MARINE WAY

(INST. NO. 2015000123654, O.R.)

(N11°39'48"E) RAD

P.O.B.

CL OF 2017 MARINE WAY

P.M. 2014-122

P.M.B. 384/1-10

N36°27'18"E
RAD

ALTON

R=1800.00'

R=1860.00'

L=1557.40' CALC

L=891.10'

C4

C3

C2

C1

C0

C-1

C-2

C-3

C-4

C-5

C-6

C-7

C-8

C-9

C-10

C-11

C-12

C-13

C-14

C-15

C-16

C-17

C-18

C-19

C-20

C-21

C-22

C-23

C-24

C-25

C-26

C-27

C-28

C-29

C-30

C-31

C-32

C-33

C-34

C-35

C-36

C-37

C-38

C-39

C-40

SEE SHEET 9

SEE DETAIL "A"
ON SHEET 8

N09°00'19"E
RAD

(Δ=2°04'33"
L=662.12)

C26

C17

C14

C13

C12

C11

C10

C9

C8

C7

C6

C5

C4

C3

C2

C1

C0

C-1

C-2

C-3

C-4

C-5

C-6

C-7

C-8

LEGEND:

- (A) INDICATES PARCEL G-7A OF EXHIBIT "G-7" INST. NO. 2007000589579, O.R.
- (B) INDICATES PORTION OF PARCEL 3A-1 PER INST. NO. 2005000536292 O.R.
- (D) INDICATES 2017 MARINE WAY RIGHT OF WAY (2ND AVTTM NO. 17008)
- (F) INDICATES DECLARATION OF RIGHT OF WAY FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES RECORDED MARCH 22, 2017 AS INSTRUMENT NO. 2017000116406, O.R.
- (G) S'LY LINE PARCEL A, INST. NO. 85-390260, O.R.
- (●) INDICATES WELL MONUMENT WITH 2-1/4" BRASS CAP STAMPED "LS 8639" PER TRACT NO. 17783, M.M. 929/32-35.
- () INDICATES RECORD DATA PER P.M. 2014-122, P.M.B. 384/1-10.

AVTTM- INDICATES AMENDED VESTING TENTATIVE TRACT MAP

NOTE: SEE SHEET 8 FOR LINE AND CURVE DATA TABLES.

PORTION OF PARCEL 4
PER INST. NO.
2005000536294 O.R.

CL MARINE WAY
(2ND AVTTM NO. 17008)

PARCEL C1
37.213 AC.

LOT 310
M.R.M. 1/88

SEE SHEET 3

SEE SHEET 3



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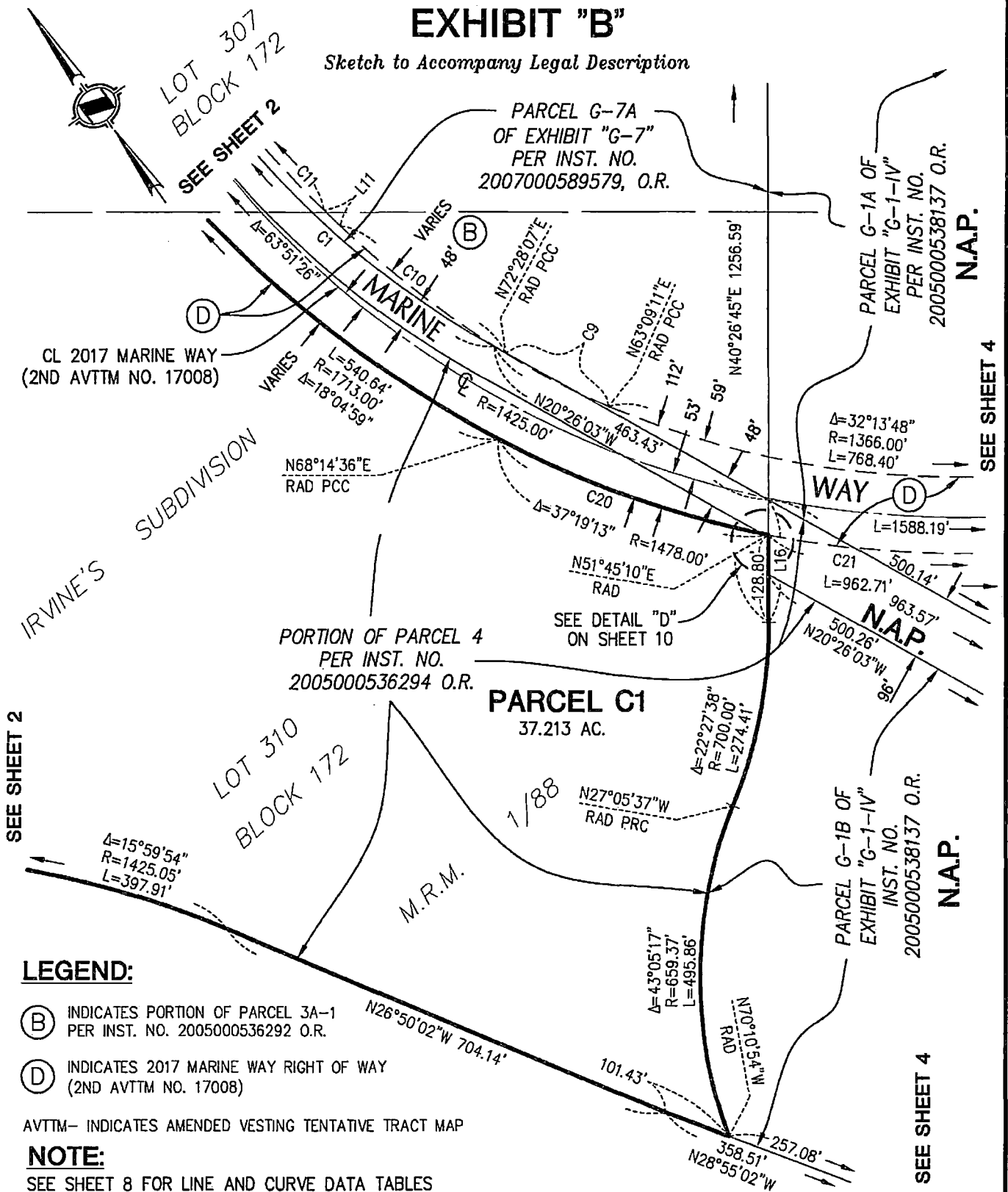
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG BY: K. VO	CHK'D BY: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SH02.dwg				H&A LEGAL No. 9193	SHEET 2 OF 10

EXHIBIT "B"

Sketch to Accompany Legal Description



LEGEND:

- (B) INDICATES PORTION OF PARCEL 3A-1 PER INST. NO. 2005000536292 O.R.
- (D) INDICATES 2017 MARINE WAY RIGHT OF WAY (2ND AVTTM NO. 17008)

AVTTM- INDICATES AMENDED VESTING TENTATIVE TRACT MAP

NOTE:

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES



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EXHIBIT "B"

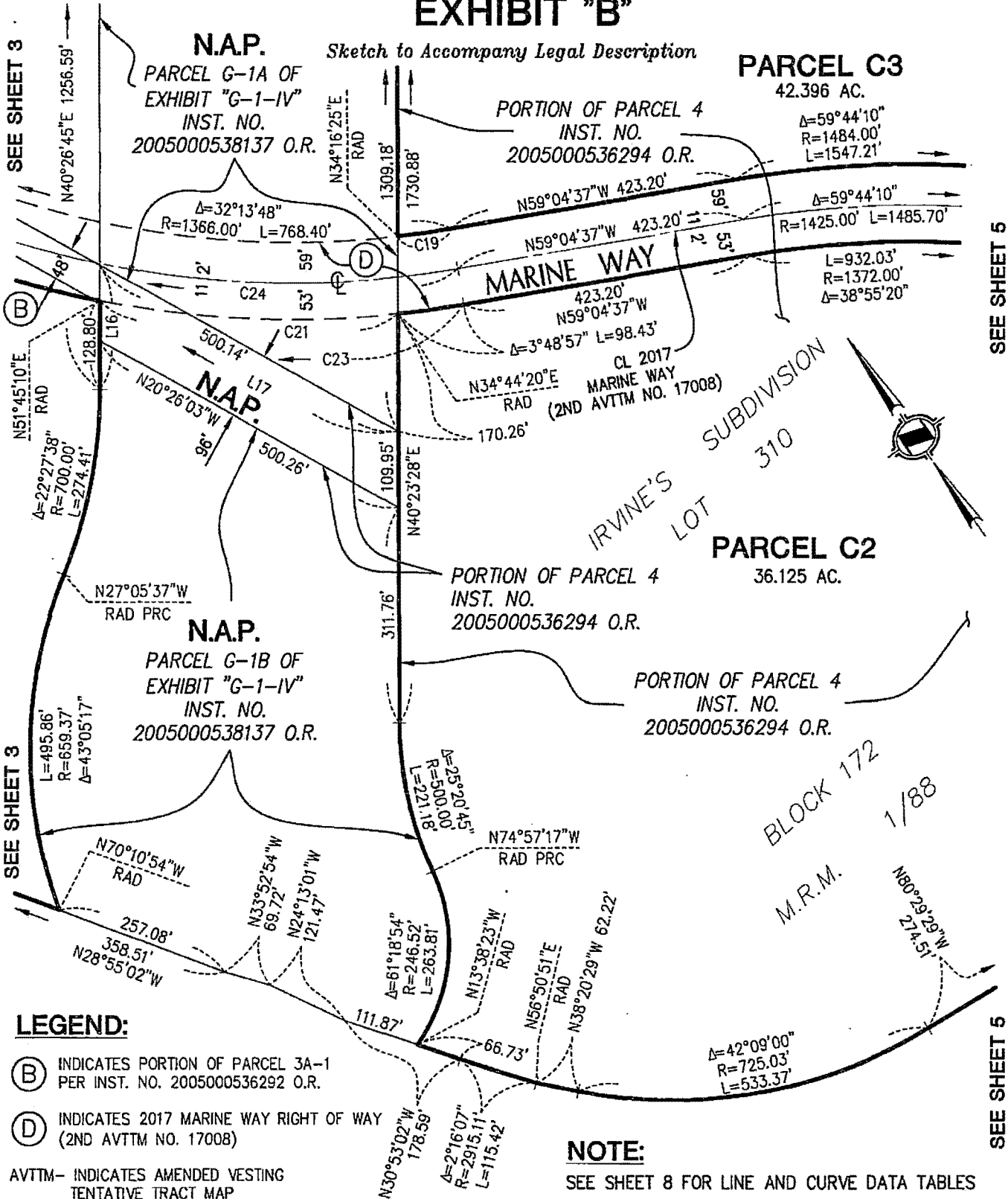
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG. BY: K. VO	CHK'D BY: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
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SEE SHEET 7

EXHIBIT "B"

Sketch to Accompany Legal Description



SEE SHEET 5

SEE SHEET 5



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EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
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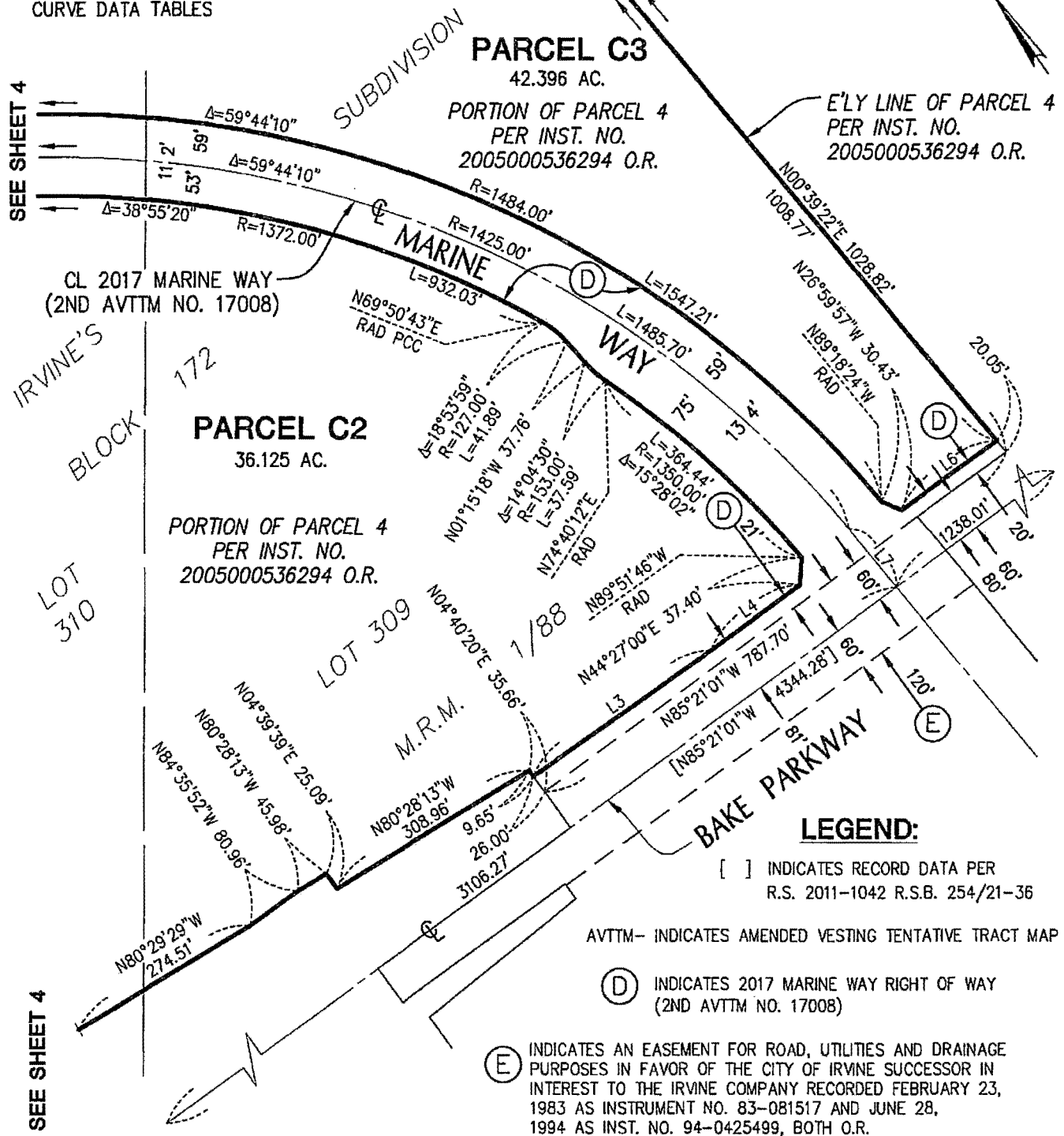
EXHIBIT "B"

Sketch to Accompany Legal Description

NOTE:

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

SEE SHEET 6



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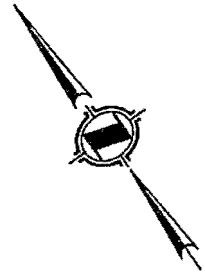
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG. By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SHTO5.dwg				H&A LEGAL No. 9193	SHEET 5 OF 10

EXHIBIT "B"

Sketch to Accompany Legal Description



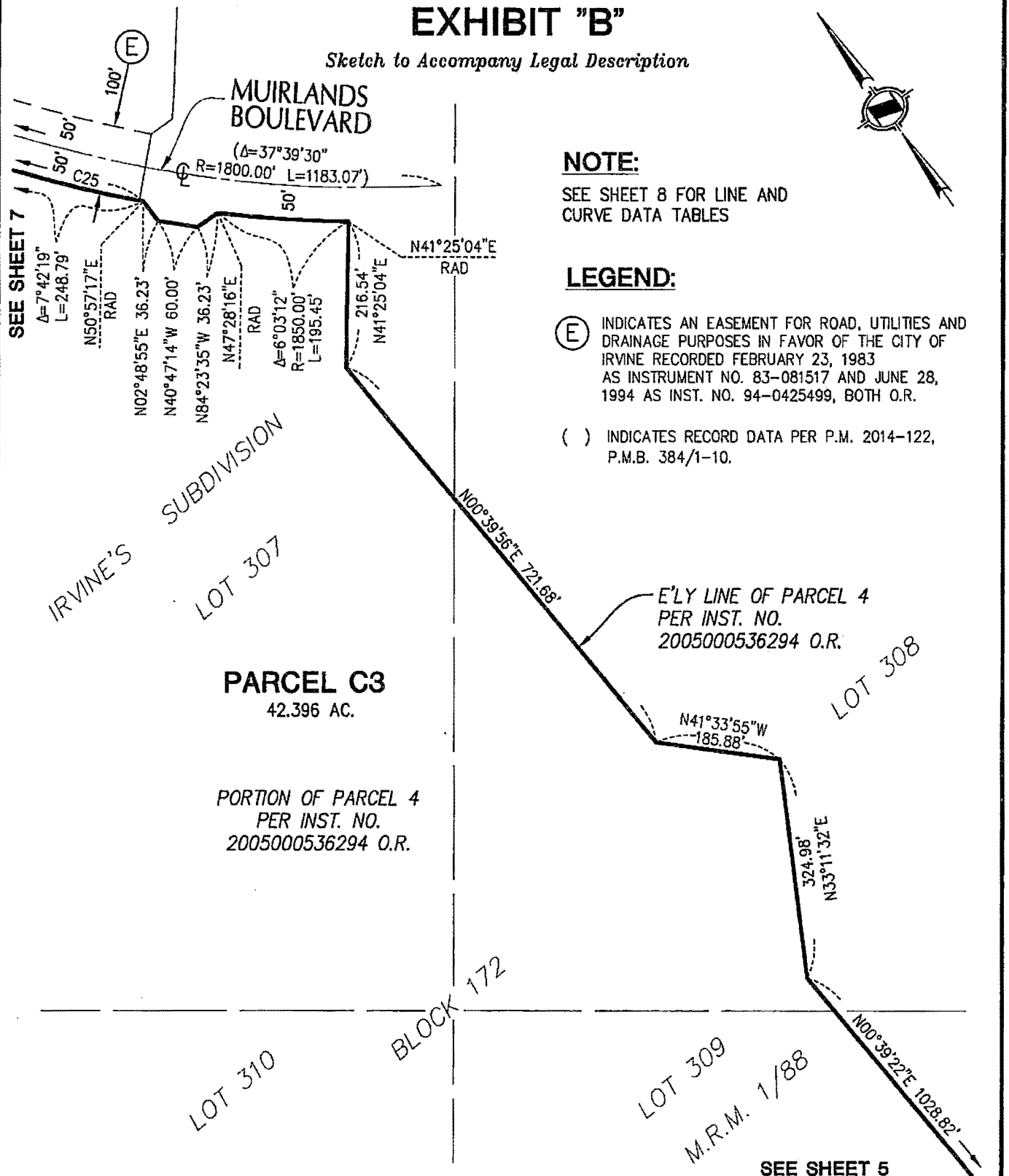
NOTE:

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

LEGEND:

(E) INDICATES AN EASEMENT FOR ROAD, UTILITIES AND DRAINAGE PURPOSES IN FAVOR OF THE CITY OF IRVINE RECORDED FEBRUARY 23, 1983 AS INSTRUMENT NO. 83-081517 AND JUNE 28, 1994 AS INST. NO. 94-0425499, BOTH O.R.

() INDICATES RECORD DATA PER P.M. 2014-122, P.M.B. 384/1-10.



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EXHIBIT "B"

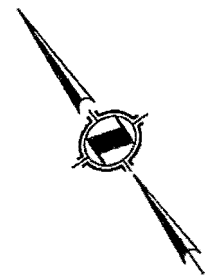
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG. BY: K. VO	CHK'D BY: R. WHEELER	SCALE: 1" = 200'	W.O. 1855-471X
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EXHIBIT "B"

Sketch to Accompany Legal Description

PORTION OF PARCEL 4
PER INST. NO.
2005000536294 O.R.



SEE SHEET 6

SEE SHEETS 9 & 10

ALTON PARKWAY
P.O.C.
2017 MARINE WAY
RIGHT OF WAY
SEE SHEET 10

IRVINE'S SUBDIVISION

PARCEL G-7A OF EXHIBIT "G-7"
INST. NO. 2007000589579, O.R.

PARCEL G-1A OF
EXHIBIT "G-1-IV"
INST. NO.
2005000538137 O.R.

PARCEL C3
42.396 AC.

PORTION OF PARCEL 4
INST. NO.
2005000536294 O.R.

M.R.M. 1/88

LEGEND:



INDICATES AN EASEMENT FOR ROAD, UTILITIES AND DRAINAGE PURPOSES IN FAVOR OF THE CITY OF IRVINE RECORDED FEBRUARY 23, 1983 AS INSTRUMENT NO. 83-081517 AND JUNE 28, 1994 AS INST. NO. 94-0425499, BOTH O.R.

NOTE:

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

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EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

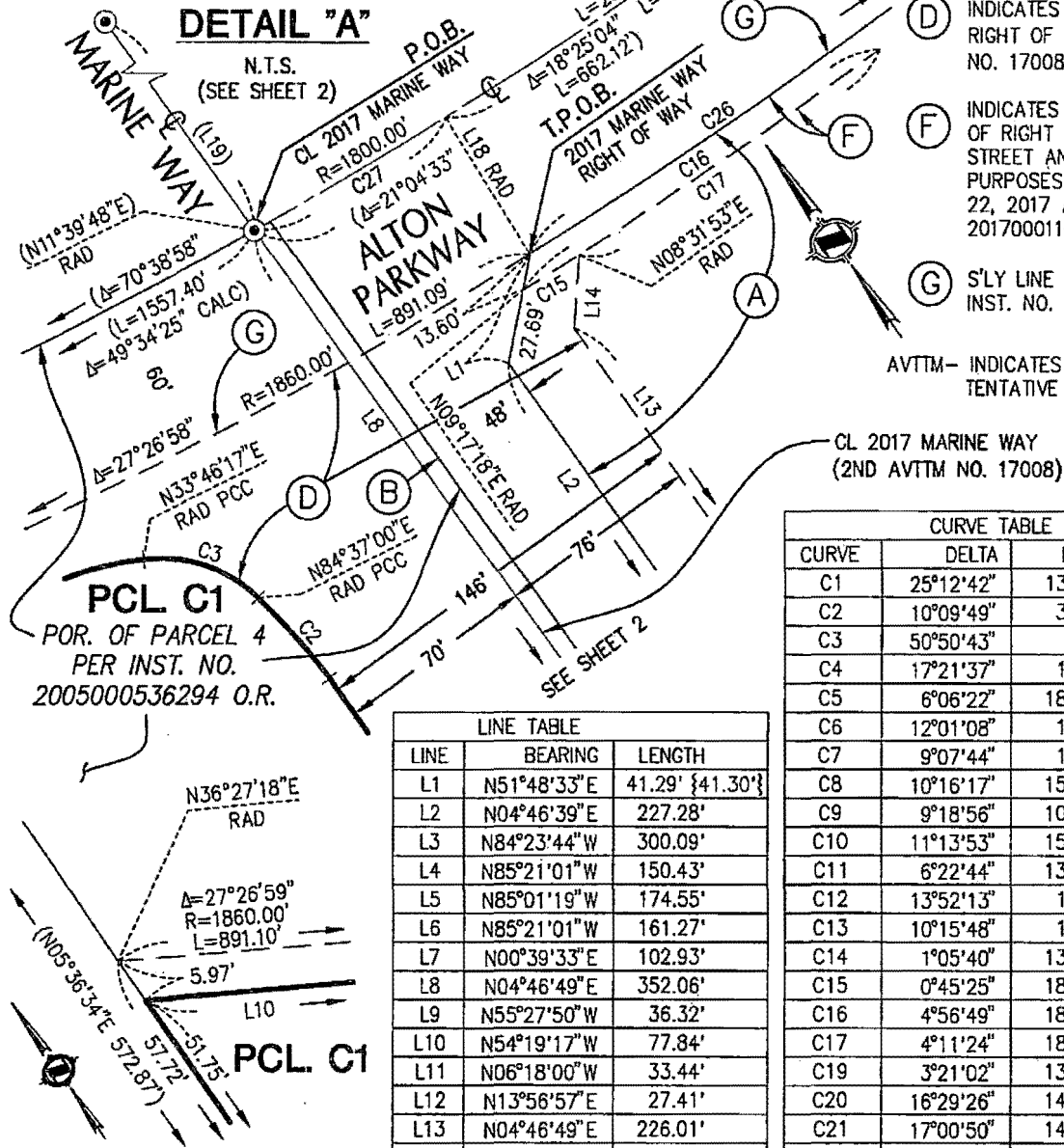
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FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SH07.dwg				H&A LEGAL No. 9193	SHEET 7 OF 10

LEGEND:

- ⊙ INDICATES WELL
MONUMENT WITH 2-1/4"
BRASS CAP STAMPED
"LS 8639" PER TRACT NO. 17783, M.M. 929/32-35.
- () INDICATES RECORD DATA PER P.M. 2014-122, P.M.B. 384/1-10.
- { } INDICATES RECORD DATA PER PCL G-7A OF
INSTRUMENT NO. 2007000589579, O.R.

EXHIBIT "B"*Sketch to Accompany Legal Description***LEGEND:**

- (A) INDICATES PARCEL G-7A
OF EXHIBIT "G-7"
INST. NO. 2007000589579, O.R.
- (B) INDICATES POR. OF PARCEL 3A-1
PER INST. NO. 2005000536292 O.R.
- (D) INDICATES 2017 MARINE WAY
RIGHT OF WAY (2ND AVTTM
NO. 17008)
- (F) INDICATES DECLARATION
OF RIGHT OF WAY FOR PUBLIC
STREET AND PUBLIC UTILITY
PURPOSES RECORDED MARCH
22, 2017 AS INSTRUMENT NO.
2017000116406, O.R.
- (G) S'LY LINE PARCEL A,
INST. NO. 85-390260, O.R.

AVTTM- INDICATES AMENDED VESTING
TENTATIVE TRACT MAP

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EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/3/17	REV. DATE: 10/19/17	DWG. BY: K. VO	CHK'D BY: R. WHEELER	SCALE: N.T.S.	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SH08.dwg				H&A LEGAL No. 9193	SHEET 8 OF 10

EXHIBIT "B"

Sketch to Accompany Legal Description

LEGEND:

- () INDICATES RECORD DATA
PER P.M. 2014-122, P.M.B.
384/1-10.
- { } INDICATES RECORD DATA PER PARCEL
G-7A OF INSTRUMENT NO.
2007000589579, O.R.
- INDICATES WELL MONUMENT WITH 2
1/4" BRASS CAP STAMPED "LS
8639" PER P.M. 2014-122, P.M.B.
384/1-10.
- (D) INDICATES 2017 MARINE WAY
RIGHT OF WAY (2ND AVTTM
NO. 17008)
- (F) INDICATES DECLARATION
OF RIGHT OF WAY
FOR PUBLIC STREET AND PUBLIC
UTILITY PURPOSES
RECORDED MARCH 22, 2017
AS INSTRUMENT NO.
2017000116406, O.R.

AVTTM- INDICATES AMENDED VESTING
TENTATIVE TRACT MAP

SEE SHEET 10



IRVINE'S SUBDIVISION
M.R.M. 1/88
BLOCK 172
LOT 307

PARCEL G-7A
OF EXHIBIT "G-7"
INST. NO.
2007000589579, O.R.

PARCEL MAP NO.
2014-122
P.M.B. 384/1-10

T.P.O.B
2017 MARINE WAY
RIGHT OF WAY
(2ND AVTTM NO. 17008)

P.O.B
CL 2017 MARINE WAY
(2ND AVTTM NO. 17008)

MARINE WAY

SEE SHEET 2

CL 2017 MARINE WAY
(2ND AVTTM NO. 17008)

SEE SHEET 2



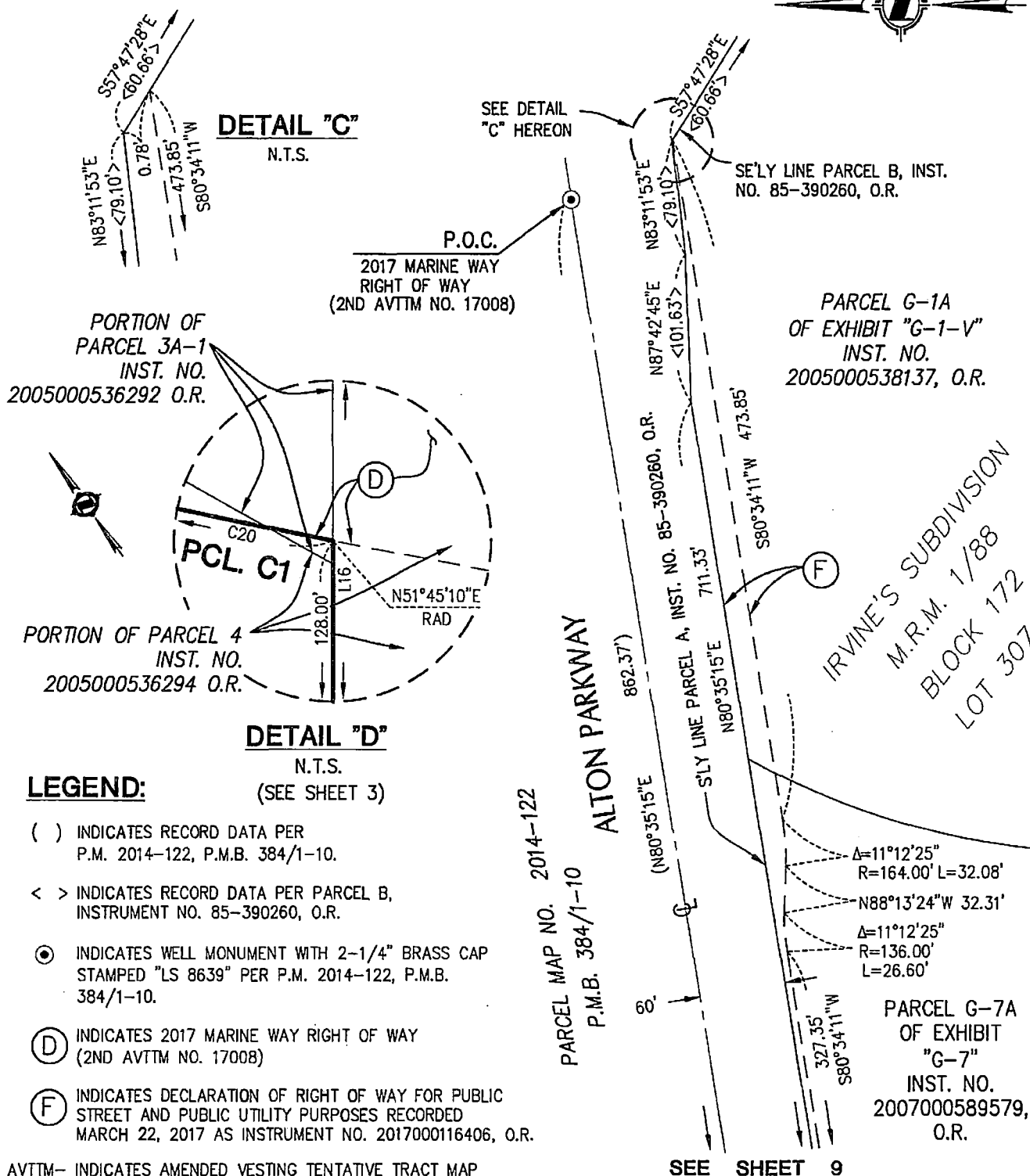
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

DATE: 10/3/17	REV. DATE: 10/20/17	DWG. By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 100'	W.O. 1855-471X
FILE: \\HeritageFields\LD\9193-ALTERNATIVE SITE\SHT09.dwg				H&A LEGAL No. 9193	SHEET 9 OF 10

SEE SHEET 8 FOR LINE AND
CURVE DATA TABLES

Sketch to Accompany Legal Description



AVTTM- INDICATES AMENDED VESTING TENTATIVE TRACT MAP

HUNSAKER & ASSOCIATES
I R V I N E , I N C .
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

DATE: 10/3/17	REV. DATE: 10/20/17	.DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1" = 100'	W.O. 1855-471X
FILE: I:\HeritageFields\LD\9193-ALTERNATIVE SITE\SH10.dwg				H&A LEGAL No. 9193	SHEET 10 OF 10

**Exhibit C
to Alternative Site Grant Deed**

Benefited Property

The property described below shall constitute the "Benefited Property" for purposes of this Grant Deed, provided that any such property shall cease being part of the "Benefited Property" at such time as fee title to such property ceases to be owned by Grantor:

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

Parcel 1:

That certain land described in the Quitclaim Deeds from the United States of America, acting by and through the Department of the Navy recorded in the Official Records of Orange County, California ("Official Records"):

July 12, 2005 as Instrument Nos. 2005-0536288, 2005-0536290, 2005-053292 and 2005-0536294;

April 14, 2006 as Instrument No. 2006000249561;

January 23, 2009 as Instrument No. 200900031346;

April 17, 2009 as Instrument Nos. 2009000191012 And 2009000191013;

May 10, 2010 as Instrument Nos. 2010000218745, 2010000218746 And 2010000220229; and

June 3, 2011 as Instrument No. 2011-276333;

June 3, 2011 as Instrument No. 2011-276334 and re-recorded in the Official Records on June 16, 2011 as Instrument No. 2011-293986; and

February 21, 2013 as Instrument No. 2013000109106.

Parcel 2:

That certain land described in the following Grant Deed from the City of Irvine recorded in the Official Records on November 15, 2011 as Instrument No. 2011000580796.

Parcel 3:

That certain land described in the following Grant Deed from the Foothill / Eastern Transportation Corridor Agency, a joint powers agency, recorded in the Official Records on December 11, 2012 as Instrument No. 2012000767253.

Parcel 4:

That portion of Parcel 3A-2, in the City of Irvine, County of Orange, State of California, as described in the Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536292 of Official Records, also being a portion of Lot 283, Block 155 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, both in the office of the County Recorder of said county, described as follows:

Commencing at the most northerly corner of Parcel G-7B as described in the Corrective Grant Deed recorded September 28, 2007 as Instrument No. 2007000589579 of Official Records, in the office of the County Recorder of said county; thence along the northeasterly boundary of said Parcel G-7B South 49°20'21" East 111.43 feet to the **True Point of Beginning**; thence leaving said northeasterly boundary North 0°36'50" East 473.30 feet; thence perpendicular South 89°23'10" East 667.68 feet; thence South 45°10'27" East 455.62 feet; thence South 20°22'04" West 102.69 feet; thence perpendicular South 69°37'56" East 106.20 feet; thence perpendicular South 20°22'04" West 127.52 feet; thence perpendicular South 69°37'56" East 47.57 feet; thence perpendicular South 20°22'04" West 80.25 feet; thence perpendicular North 69°37'56" West 105.62 feet; thence perpendicular South 20°22'04" West 328.86 feet; thence perpendicular North 69°37'56" West 507.12 feet to said northeasterly boundary; thence along said northeasterly boundary North 49°20'21" West 452.26 feet to the **True Point of Beginning**.

EXHIBIT E

TERMINATION OF LEASES

This Termination of Leases (this "Termination") is dated as of _____, (the "Effective Date") by and between HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("Heritage Fields") and THE CITY OF IRVINE, a California charter city (the "City"). Heritage Fields and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the City, the former Irvine Redevelopment Agency, and Heritage Fields entered into an agreement entitled "Amended and Restated Development Agreement Between the City of Irvine and the Irvine Redevelopment Agency and Heritage Fields El Toro, LLC" on December 27, 2010 ("Original ARDA"). The Original ARDA was approved by the City Council of the City of Irvine pursuant to Ordinance No. 09-09 on September 8, 2009, and has been supplemented by those certain letter agreements dated December 27, 2010 and September 13, 2011 (the "ARDA Letter Agreements"). The Original ARDA, as supplemented by the ARDA Letter Agreements, is hereinafter referred to as the "ARDA"; and

WHEREAS, the ARDA contemplated transfer of fee title to that certain real property in the City of Irvine, County of Orange, State of California defined as the "ARDA Transfer Site" to the City; and

WHEREAS, the City and Heritage Fields entered into (a) that certain Lease dated November 10, 2011, for all portions of the ARDA Transfer Site not subject to a LIFO (as such term is defined in the ARDA) (the "ARDA Transfer Site Lease") and (b) that certain Sublease dated November 10, 2011 for the portions of the ARDA Transfer Site subject to a LIFO (the "ARDA Transfer Site Sublease"); and

WHEREAS, on July 15, 2013, Heritage Fields transferred to the City fee title for those portions of the ARDA Transfer Site that were then subject to the ARDA Transfer Site Lease; and

WHEREAS, as of the date hereof, there is no longer any real property subject to the terms of the ARDA Transfer Site Lease; and

WHEREAS, as of the date hereof, 9.321 acres of the ARDA Transfer Site are still subject to the LIFO and thereby subject to the ARDA Transfer Site Sublease (the "LIFO Property"); and

WHEREAS, pursuant to the terms and conditions of that certain Veterans Cemetery Land Swap Agreement dated effective _____ (the "Swap Agreement"), the City has agreed to convey fee title to the ARDA Transfer Site to Heritage Fields; and

WHEREAS, in conjunction with the conveyance of the ARDA Transfer Site to Heritage Fields, the Parties also desire to transfer possession of the LIFO Property to Heritage Fields; and

WHEREAS, the City and Heritage Fields now desire to terminate the ARDA Transfer Site Lease and the ARDA Transfer Site Sublease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Heritage Fields do hereby terminate the ARDA Transfer Site Lease and the ARDA Transfer Site Sublease and hereby quitclaim, terminate, relinquish and release the ARDA Transfer Site Lease and the ARDA Transfer Site Sublease, and rights and benefits thereunder effective as of the Effective Date. Said ARDA Transfer Site Lease and ARDA Transfer Site Sublease shall be of no further force and effect. This Termination shall be binding upon the undersigned and their successors and/or assigns.

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned execute this Termination as of the date set forth above.

HERITAGE FIELDS:

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP
a Delaware limited partnership
Its: Sole Member

By: _____

Name: _____

Title: _____

THE CITY:

CITY OF IRVINE, a California charter city

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney