CONTRACTS
SCAN SHEET

CONTRACT NUMBER:	**5163**
AMENDMENT:	
CONTRACT TYPE:	**DEVELOPMENT**
CONTRACT NAME:	**LENNAR HOMES OF CALIFORNIA, INC.; HERITAGE FIELDS, LLC; ORANGE COUNTY GREAT PARK CORPORATION**
CONTRACT DATE:	**07/12/05**
EXPIRATION DATE:	
ENTRY DATE:	
CONTRACT SUBJECT:	**DEVELOPMENT AGREEMENT – ORANGE COUNTY GREAT PARK**
ITEM NUMBER:	
CONTRACT AMOUNT:	
MEETING DATE:	**07/12/05**
COUNCIL ACTION:	**APPROVED**

4

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder
NO FEE
2005000538136 04:01pm 07/12/05
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AND WHEN RECORDED MAIL TO:

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

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ICF

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This Development Agreement is recorded at the request and for the benefit of the City of Irvine and is exempt from the payment of a recording fee pursuant to Government Code § 27383.

GREAT PARK

DEVELOPMENT AGREEMENT

by and among

CITY OF IRVINE

and

Heritage Fields LLC

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DEVELOPMENT AGREEMENT

This GREAT PARK DEVELOPMENT AGREEMENT ("Agreement") is entered into this 12th day of July, 2005, by and among the CITY OF IRVINE, a California charter city ("City") and Heritage Fields LLC, a Delaware limited liability company ("Developer"). City and Developer are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the "Development Agreement Statute," Sections 65864, *et seq.*, of the Government Code. The Development Agreement Statute authorizes City to enter into an agreement with any person having a legal or equitable interest in real property and to provide for the development of such property and to establish certain development rights therein. Pursuant to the authorization set forth in the Development Agreement Statute, City adopted its Resolution No. 82-68 on July 13, 1982, establishing procedures for the consideration and approval of development agreements.

B. Developer owns that certain real property consisting of approximately Three Thousand Six Hundred Seventy-One (3,671) acres of land area located in the City of Irvine, County of Orange, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted on the Conceptual Overlay Plan attached hereto as Exhibit "B" (the "Base). The Developer desires to develop the "Property" (as that term is defined hereinafter) with residential, commercial, educational, recreational, agriculture, park and open space uses, transit oriented development, research and development, and institutional uses as depicted on the Conceptual Overlay Plan ("Project").

C. This Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Statute. This Agreement will eliminate uncertainty in planning for and secure the orderly development of the Project, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, assure attainment of the maximum effective utilization of resources within the City, and provide other significant public benefits to City and its residents by otherwise achieving the goals and purposes of the Development Agreement Statute. In exchange for these benefits to City, the Developer desires to receive the assurance that it may proceed with development of the Project in accordance with the terms and conditions of this Agreement, the "Existing Land Use Regulations" and the "Overlay Plan," all as more particularly set forth herein.

D. The City has determined that the Project is consistent with the goals and policies of the City's General Plan and imposes appropriate standards and requirements with respect to the development of the Property in order to maintain the overall quality of life and of the environment within the City. Prior to its approval of this Agreement, City considered the environmental impacts of the Project and completed its environmental review of the Project.

E. In accordance with the Development Agreement Statute, the City Development Agreement Regulations, and applicable law, on July 8, 2003, the City Council of City adopted Ordinance No. 03-19, approving the original version of this Agreement. Subsequently, the City determined to revise that earlier version to address, among other things, changes in the scheduled acquisition of the Parcels.

F. On July 1, 2004, the Planning Commission of City held a public hearing on an earlier version of this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council of City that the earlier version of this Agreement be approved. On October 12, 2004, the City Council also held a public hearing on the earlier version of this Agreement, considered the recommendations of the Planning Commission, found that the earlier version of this Agreement was consistent with City's General Plan, and adopted Ordinance No. 04-13, approving the earlier version of this Agreement.

G. Subsequently, the City determined to revise the 2004 version of this Agreement to address, among other issues, completion of the bidding process and the purchase of the Property by Developer. On May 5, 2005, the Planning Commission of City held a public hearing on this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council of City that this Agreement be approved. On May 10, 2005, the City Council also held a public hearing on this Agreement, considered the recommendations of the Planning Commission, and found that this Agreement is consistent with City's General Plan. In accordance with the Development Agreement Statute, the City Development Agreement Regulations, and applicable law, on May 24, 2005, the City Council of City adopted Ordinance No. 05-10 approving this Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the meanings set forth below:

The term "Adjusted Development Agreement Fee" shall have the meaning set forth in 4.3.2 of the Agreement.

The term "Adjustment CCI" shall have the meaning set forth in Section 4.3.1 of the Agreement.

The term "Agreement" shall mean this Development Agreement by and among City and Developer.

The term "Annual Review" shall have the meaning ascribed in Section 14 of this Agreement.

The term "Applicable Percentage" shall have the meaning set forth in Section 4.3.2 of the Agreement.

The term "Association" shall mean the entity formed to govern and administer the CC&Rs.

The term "Base CCI" shall have the meaning set forth in Section 4.3.1 of the Agreement.

The term "Base Plan" shall mean the Great Park Plan land use development entitlements for the former military Base as set forth in the column entitled "Base Plan" in Exhibit "C" attached hereto. If the owner of any Parcel does not execute and perform under this Agreement, the development of that owner's Parcel shall be governed by the Base Plan, rather than the Overlay Plan.

The term "BCI" shall have the meaning set forth in Section 4.3.1 of the Agreement.

The term "CCI" shall have the meaning set forth in Section 4.3 of the Agreement.

The term "CC&Rs" shall mean the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for the Orange County Great Park in the form attached hereto as Exhibit "K".

The term "CFD" shall mean a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982, Government Code Section 53311, *et seq.*, in accordance with Section 6.1 of this Agreement.

The term "City" shall mean the City of Irvine, a California charter city.

The term "City Council" shall mean the governing body of City.

The term "City Conveyance Parcels" collectively refers to the Corridor Sites, the Exposition Center South Site, the Institutional Site, the Marshburn Basin/Channel Site, the Musick/Alton Sites, the Park Site, the Sports Park Site, the Police Substation Site, and the Transit Site.

The term "City Development Agreement Regulations" shall mean the regulations establishing procedures and requirements for the consideration of development agreements set forth in City's Resolution No. 82-68 adopted by the City Council on July 13, 1982, as the same may be amended from time to time.

The term "City's Designee" shall mean: (i) the Orange County Great Park Corporation, a California non-profit corporation; or (ii) Developer, with regard to the performance of one or more of the responsibilities, obligations or undertakings of the City, provided that the City and Developer have entered into an agreement for Developer to serve as City's Designee for any such responsibility, obligation or undertaking; or (iii) the governmental or non-profit entity(ies) that City in its sole and absolute discretion designates to receive one or more City Conveyance Parcels in lieu of City, or that City in its sole and absolute discretion assigns to perform any one or more of the responsibilities, obligations, or undertakings of City under this Agreement.

The term "Commencement Date" shall mean the date on which Developer has or could have timely executed this Agreement or a substantially similar agreement in accordance with Section 2.1 below.

The term "Conceptual Overlay Plan" shall mean the conceptual plan attached hereto as Exhibit "B" for the development of the Base in accordance with the Overlay Plan.

The term "Corridor Site Parcel I" refers to that portion of Parcel I and Parcel III consisting of approximately 114 acres of land area described in the legal description attached hereto as Exhibit "G-1" and depicted as PAZ 20 and designated as the drainage/riparian corridor on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Corridor Sites Parcel II" collectively refers to (i) the portion of Parcel II consisting of approximately 115 acres of land area depicted as PAZ 21 and designated as the drainage/riparian corridor on the Conceptual Overlay Plan, and (ii) the portion of Parcel II consisting of approximately 118 acres of land area depicted as PAZ 22a and designated as the drainage/wildlife corridor on the Conceptual Overlay Plan. The Corridor Sites Parcel II are more particularly described in the legal description attached hereto as Exhibit "G-1".

The term "Corridor Site Parcel IV" refers to those portions of Parcel III and Parcel IV consisting of approximately 61 acres of land area described in the legal description attached hereto as Exhibit "G-1" and depicted as PAZ 22b and designated as the drainage/wildlife corridor on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Corridor Sites" collectively refers to the Corridor Site Parcel I, the Corridor Sites Parcel II, and the Corridor Site Parcel IV.

The term "County" shall mean the County of Orange, a political subdivision of the State of California.

The term "Developer" shall mean the individual or entity which owns fee title to the Property and any permissible successor or assignee to the rights, powers, and responsibilities of said individual or entity hereunder, in accordance with Section 16 of this Agreement.

The term "Development Agreement Fee" shall mean the fee to be paid to City by Developer in one installment prior to the Effective Date, and in subsequent installments thereafter, as more fully described in Section 4.2 of this Agreement.

The term "Development Agreement Statute" refers to Sections 65864 through 65869.5 of the California Government Code, as the same may be amended from time to time.

The term "Development Fees" shall mean the monetary consideration charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the project and development of the public facilities related to development of the project. Development Fees shall not include (i) City's normal fees for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection, and similar fees imposed to recover City's costs associated with

processing, review, and inspection of applications, plans, specifications, etc., (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, whether or not such fees are collected by City, or (iii) the Development Agreement Fee and Supplemental Development Agreement Fee described in Sections 4.2 and 4.3 of this Agreement.

The term "Educational Site" refers to that portion of Parcel I consisting of approximately 275 acres of land area depicted as PAZs 7, 8, 9, and 10 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Effective Date" shall mean the date that this Agreement is recorded in the Official Records of Orange County, California.

The term "Existing Golf Course Site" refers to the portion of Parcel II consisting of approximately 211 acres of land area depicted as PAZ 19 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Existing Land Use Regulations" shall mean City's General Plan, Zoning Code, and all other ordinances, resolutions, rules, and regulations of City governing development and use of the Property in effect as of the Effective Date, and any future amendments thereto (provided that such amendments are consistent, as defined in Section 3.8.1), including without limitation the permitted uses of the Property, the density and intensity of use, maximum height and size of proposed buildings, provisions for the reservation and dedication of land for public purposes, and, subject to the following sentence, construction standards and specifications. The term "Existing Land Use Regulations" does not include the Uniform Codes pertaining to construction adopted for general application in City.

The term "Exposition Center South Site" refers to that portion of Parcel III consisting of approximately 156 acres of land area described in the legal description attached hereto as Exhibit "G-2" and depicted as PAZ 13 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "General Plan" shall mean the City of Irvine General Plan, as said General Plan exists as of the Effective Date of this Agreement (including, but not limited to, Amendment No. 47782-GA adopted by City on May 27, 2003 pursuant to Resolution No. 03-60), and as it may further be amended by City from time to time pursuant to Section 3.8 of this Agreement.

The term "Golf Course Fee" shall have the meaning ascribed in Section 9 of this Agreement.

The term "Great Park Plan" collectively refers to the Base Plan and the Overlay Plan established by the adoption of Resolution No. 03-60, adopted by the City on May 27, 2003, amending the General Plan, and Ordinance No. 03-18, adopted by the City on June 10, 2003, rezoning a portion of the former military Base within the City boundaries and prezoning the portion of the former military Base formerly located in unincorporated territory of the County of Orange and now within the jurisdictional boundaries of the City, and any amendments to the General Plan and Zoning Code relative to the Base that the City approves prior to the Effective Date. The Great Park Plan sets forth two alternative sets of development entitlements for the Base: The "Base Plan" authorizes principally park, open space and similar uses, and applies in

the absence of this Agreement. The "Overlay Plan" authorizes a mix of residential, commercial, industrial, recreational, institutional, park and open space uses, and governs the development of each Parcel that is owned by Developer upon the Effective Date of this Agreement and continuing thereafter, provided that this Agreement remains in effect and is not terminated as to any portion of the Property as a result of a default of Developer as more fully described in Sections 3.2 and 13.4.

The term "Institutional Site" refers to that portion of Parcel III consisting of approximately 135 acres of land area described in the legal description attached hereto as Exhibit "G-3" and depicted as PAZ 23 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "LIFOC" refers to an instrument entitled "Lease in Furtherance of Conveyance" executed by the United States Department of Navy and delivered to Developer provisionally in lieu of a deed for any portion of the Property impacted by hazardous materials, which expires and is supplanted by a conveyance deed upon the United States Department of Navy determining that the hazardous materials impact on the portion of the Property has been appropriately remediated.

The term "Marshburn Basin/Channel Site" refers to that portion of Parcel I consisting of approximately 46 acres of land area described in the legal description attached hereto as Exhibit "G-8".

The term "Master Subdivision Map" shall mean the first subdivision map creating legal parcels within a Parcel, as set forth in Section 7.1 of this Agreement.

The term "Mortgage" shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and for fair value.

The term "Mortgagee" shall mean the holder of a beneficial interest under a Mortgage, or any successor or assignee of any such Mortgagee.

The term "Municipal Code" shall refer to the City of Irvine Municipal Code, as the same exists as of the Effective Date or may be further amended from time to time consistent with this Agreement.

The term "Musick/Alton Sites" refers to that portion of Parcel II comprising an aggregate of approximately 100 acres of land area more particularly described in the legal description attached hereto as Exhibit "G-4" and depicted as PAZ 4 and a portion of PAZ 3 adjacent to Irvine Boulevard on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Net CFD Amount" shall have the meaning set forth in Section 4.5 of the Agreement.

The term "New Golf Course Site" refers to that portion of Parcel II depicted as PAZ 18 on the Conceptual Overlay Plan attached hereto as Exhibit "B", to include 27 holes of golf and, as part of the golf course, possibly a practice facility.

The term "NITM Ordinance" shall mean City of Irvine Ordinance No. 03-20, as adopted by the City on June 10, 2003 and attached hereto as "Exhibit "D," and vested by its terms as part of the Existing Land Use Regulations.

The term "NITM Program" shall have the meaning ascribed in Section 5 of this Agreement.

The term "North Irvine Adjacent Lands" shall mean the lands included within City Planning Areas 1, 2, 5, 6, 8, 9 and 40, and subject to the NITM Program.

The term "Overlay Plan" shall mean the Great Park Plan land use development entitlements for the former military Base as set forth in the column entitled "Overlay Plan" in the Great Park Plan attached hereto as Exhibit "C" and depicted on the Conceptual Overlay Plan attached hereto as Exhibit "B". As to each Parcel, the Overlay Plan, rather than the Base Plan, shall govern development of the Parcel from and after the Effective Date, provided that this Agreement, or a substantially similar agreement, is executed by the owner of the Parcel, and this Agreement, or a substantially similar agreement, remains in effect and is not terminated as to the Parcel as a result of a default of Developer as more fully described in Sections 3.2 and 13.4 of this Agreement.

The term "Parcel" shall refer to Parcel I, Parcel II, Parcel III, or Parcel IV.

The term "Parcel I" shall mean that portion of the former military Base consisting of approximately 902 acres of land area more particularly described in the legal description attached hereto as Exhibit "A" and depicted as PAZs 1, 5, 6, 7, 8, 9, 10, 11 and 14 and a portion of PAZ 20, on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Parcel II" shall mean that portion of the former military Base consisting of approximately 1,752 acres of land area more particularly described in the legal description attached hereto as Exhibit "A" and depicted as PAZs 2, 4, a portion of PAZ 15, and PAZs 16, 17a, 17b, 18, 19, 21, 22a and 26 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Parcel III" shall mean that portion of the former military Base consisting of approximately 863 acres of land area more particularly described in the legal description attached hereto as Exhibit "A" and depicted as a portion of PAZs 15, 20, and 22B, and PAZs 12, 13, 23, 24, 25, 27, 28, 29 and 32 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Parcel IV" shall mean that portion of the former military Base consisting of approximately 202 acres of land area more particularly described in the legal description attached hereto as Exhibit "A" and depicted as a portion of PAZ 22b, and PAZs 30, 31, 33, 34, 35 and 36 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Park Site" refers to that portion of the former military Base located within Parcels I, II, and III consisting of approximately 367 acres of land area described in the legal description attached hereto as Exhibit "G-5" and depicted as PAZs 14, 15, and 16 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "PAZ" shall mean a planning analysis zone within the former military Base as depicted on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Police Substation Site" shall mean a site within Parcel I comprising one or more structures and approximately five acres of adjacent hardscaped land for associated parking, storage and expansion, the precise boundaries of which will be developed by the City in consultation with Developer.

The term "Project" shall mean the development of the Property pursuant to this Agreement, the Existing Land Use Regulations, and the Overlay Plan. The conceptual plan for development of the Property pursuant to the Overlay Plan is depicted on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Property" shall mean each of Parcel I, Parcel II, Parcel III, and Parcel IV to the extent that the owner of each said parcel has timely executed and performed this Agreement or a substantively similar agreement, and certain roadways within and around the Parcels that will be dedicated to City on the Master Subdivision Map.

The term "Proposed Public Benefit Facilities and Services" shall mean the facilities, services, and other items listed in Exhibit "E" that the Parties contemplate may be financed by a CFD, as more fully explained in Section 6.1 of this Agreement.

The term "School Site" refers to a portion of Parcel II consisting of approximately 13 acres of land area, the precise location and boundaries of which shall be determined in accordance with Section 8.4 of this Agreement.

The term "Sports Park Site" refers to that portion of Parcel III consisting of approximately 165 acres of land area described in the legal description attached hereto as Exhibit "G-6" and depicted as PAZ 12 on the Conceptual Overlay Plan attached hereto as Exhibit "B".

The term "Term" shall mean the period of time during which this Agreement shall be in effect and bind the Parties and their respective successors and assigns, as set forth in Section 2 of this Agreement.

The term "Transit Site" refers to the portion of Parcel III comprising an aggregate of approximately 35 acres of land area described in the legal description attached hereto as Exhibit "G-7" and depicted as 8 acres in PAZ 24, 7 acres in PAZ 25, and 20 acres in PAZ 32 on the Conceptual Overlay Plan attached hereto as Exhibit "B", or otherwise within Parcel III at a precise location jointly approved by Developer III and the City.

2. TERM.

2.1 Execution of Agreement. Developer shall have until the date that is thirty (30) days after the date on which Developer acquires an ownership interest in the Property ("Deadline Date") to provide to City Developer's original executed counterpart of this Agreement, together with the Development Agreement Fee owed by Developer and all instruments and other items required of Developer under this Agreement. If Developer does not provide to City its original

executed counterpart of this Agreement and all of the documents and fees referred to in the preceding sentence by the Deadline Date, then: (i) this Agreement shall not be recorded against the Property, (ii) all of the terms, provisions, rights, obligations, benefits, and burdens that relate to the Property under this Agreement shall be deemed null and void and have no force or effect, and (iii) the Property may be developed only pursuant to the Base Plan and not the Overlay Plan.

2.2 Term. The term of this Agreement ("Term") shall commence on the Effective Date and, except as set forth in Sections 2.3 and 2.4, shall continue thereafter for a period of twenty-five (25) years from and after the Commencement Date, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual written consent of the Parties.

2.3 Termination Upon Sale of Individual Lots to Public and Completion of Construction. Notwithstanding Section 2.2, and except as set forth in Section 2.4, the provisions of this Agreement shall terminate with respect to any individual lot and such lot shall be released from and shall no longer be subject to this Agreement (without the execution or recordation of any further document or the taking of any further action) upon the satisfaction of both of the following conditions: (i) the lot has been finally subdivided and sold or leased (for a period longer than one (1) year) to a member of the public or any other ultimate user; and (ii) a certificate of occupancy has been issued for the building or buildings on the lot or a final inspection of the building(s) has been approved by City authorizing occupancy. City shall cooperate with Developer, at no cost to City, in executing in recordable form any document that Developer (including any successor to the title of Developer in and to any of the aforedescribed lots) may submit to confirm the termination of this Agreement as to any such lot.

2.4 Term of Golf Course Covenants. Notwithstanding Sections 2.2 and 2.3, the respective rights and obligations of Developer and City set forth in Section 9 of this Agreement with regard to the operation of public golf courses on the Existing Golf Course Site and the New Golf Course Site and the establishment and enforcement of the Golf Course Fee on play at the golf courses shall survive the termination of this Agreement and remain in effect in perpetuity as to the Existing Golf Course Site and the New Golf Course Site (excluding any portion of the New Golf Course Site developed with residential units, which portion shall be released from this Agreement in accordance with Section 2.3).

3. DEVELOPMENT OF THE PROPERTY.

3.1 Applicable Regulations; Vested Right to Develop. Other than as expressly set forth herein, during the Term of this Agreement, the terms and conditions of development applicable to the Property, including but not limited to the permitted uses of the Property, the density and intensity of use, maximum height and size of proposed buildings, and provisions for the reservation and dedication of land for public purposes, shall be those set forth in the Existing Land Use Regulations and the Overlay Plan. In connection therewith, subject to the terms and conditions of this Agreement, the Developer Parties shall have the vested right to carry out and develop the Project on the Property in accordance with the Existing Land Use Regulations and the Overlay Plan. Developer shall also have a vested right to: (i) receive from the City all future development approvals for the Project that are consistent with, and implement, the Existing Land Use Regulations, the Overlay Plan and this Agreement; (ii) not to have such approvals be

conditioned or delayed for reasons inconsistent with the Existing Land Use Regulations, the Overlay Plan or this Agreement; and (iii) develop the Project in a manner consistent with such approvals in accordance with the Existing Land Use Regulations, the Overlay Plan and this Agreement.

3.2 Overlay Plan Conditional Upon Compliance with Agreement. Developer acknowledges that the application of the Overlay Plan to Developer's Property is contingent and conditional upon Developer entering into this Agreement, and that Developer does not have any right or entitlement to develop the Property under the Overlay Plan in the absence of this Agreement and such Developer's diligent performance of its obligations under this Agreement. In connection therewith, in the event this Agreement is terminated as to any Parcel in accordance with Section 13 as a result of a default of Developer, the Overlay Plan shall immediately cease to apply and govern the development of such Parcel, and the development of such Parcel shall instead be governed by and subject to the Base Plan.

3.3 Tentative Subdivision Maps. Subject to Section 7.1 of this Agreement (regarding the Master Subdivision Map), with respect to applications by Developer for tentative subdivision maps for portions of the Developer's Property, City agrees that Developer may file and process vesting tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of City's subdivision ordinance, as the same may be amended from time to time. If final maps are not recorded for an entire Parcel before such tentative map(s) would otherwise expire, the term of such tentative map(s) automatically shall be extended for the Term of this Agreement.

3.4 Processing of Applications and Permits. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time.

3.5 Other Governmental Permits. Provided that Developer pays the reasonable cost of such cooperation, after City has approved the development of any portion of the Property, City shall cooperate with Developer in its efforts to obtain such additional permits and approvals as may be required by any other governmental or quasi-governmental agencies having jurisdiction over such portion of the Property, which permits and approvals are consistent with City's approval and which are consistent with applicable regulatory requirements. City does not warrant or represent that any other governmental or quasi-governmental permits or approvals will be granted.

3.6 Subsequent General Plan Amendments and Zone Changes. In consideration for the benefits provided to Developer under this Agreement, including without limitation the vesting of the right to develop the Property in accordance with the Existing Land Use Regulations and the Overlay Plan, Developer agrees that during the Term of this Agreement, any amendments to the General Plan and changes to the zone designations for the Property may be

initiated only by City and not Developer, with the understanding that any such General Plan amendments and zone changes will not become effective unless consented to by Developer (or its successors-in –interest to their respective portions of the Property).

3.7 Assurances to Developer. The Parties acknowledge that the public benefits to be provided by Developer to City pursuant to this Agreement are in consideration for and reliance upon assurances that City will permit development of the Property in accordance with the terms of this Agreement. Accordingly, City agrees that it will not attempt to restrict or limit the development of the Property in conflict with the provisions of this Agreement. City acknowledges that Developer cannot at this time predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors such as market demand, interest rates, absorption, completion schedules, and other factors which are not within the control of Developer or City. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the *Pardee* case by acknowledging and providing in this Agreement that Developer shall have the vested right to develop the Property in such order and at such rate and at such time as Developer deems appropriate within the exercise of Developer's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary. In addition to and not in limitation of the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the development of the Project or any portion thereof, whether adopted by initiative or otherwise, shall apply to the Property to the extent such moratorium or other similar limitation is in conflict with the express provisions of this Agreement. Notwithstanding the foregoing, Developer acknowledges and agrees that nothing herein is intended or shall be construed as (i) overriding any provision set forth in this Agreement relating to the rate or timing of development of the Project, including without limitation the obligation of Developer to construct the golf course on the New Golf Course Property within the time set forth in Section 9, (ii) overriding any provision of the Existing Land Use Regulations or the Overlay Plan relating to the rate or timing of development of the Project, or, (iii) restricting City from exercising the powers described in Section 3.8 of this Agreement to regulate development of the Property. Nothing in this Section 3.7 is intended to excuse or release Developer from any obligation set forth in this Agreement which is required to be performed on or before a specified calendar date or event without regard to whether or not Developer proceeds with the Project.

3.8 Reservations of Authority. Notwithstanding any provision set forth in this Agreement to the contrary, the laws, rules, regulations, and official policies set forth in this Section 3.8 shall apply to and govern development of the Property:

3.8.1 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies adopted or approved after the Effective Date pursuant to procedures provided by law which do not conflict with the Existing Land Use Regulations and

the Overlay Plan shall apply to and govern development of the Property. Any future City regulations which increase the cost of development (except future fees adopted on a city-wide basis as referenced in Section 4.1 below), reduce the intensity of the Project below that permitted by the Existing Land Use Regulations and the Overlay Plan, or limit the rate, timing or sequencing of development of the Property, shall be deemed inconsistent with this Agreement and shall not be applicable to the development of the Property.

3.8.2 Overriding State and Federal Laws and Regulations. State and federal laws and regulations which override Developer's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations, and official policies which are necessary to enable City to comply with such overriding State and federal laws and regulations; provided, however, that (i) Developer does not waive its right to challenge or contest the validity of any such State, federal, or local laws, regulations or official policies; and (ii) in the event that any such State or federal law or regulation (or City ordinance, resolution, regulation, or official policy undertaken pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, the Parties agree to consider in good faith amending or suspending such provisions of this Agreement as may be necessary to comply with such State or federal laws, provided that no Party shall be bound to approve any amendment to this Agreement unless this Agreement is amended in accordance with the procedures applicable to the adoption of development agreements as set forth in the Development Agreement Statute and each Party retains full discretion with respect thereto.

3.8.3 Public Health and Safety. Any City ordinance, resolution, regulation, or official policy, which is necessary to protect persons on the Property or in the immediate community, or both, from conditions dangerous to their health or safety, or both, notwithstanding that the application of such ordinance, resolution, regulation, or official policy or other similar limitation would result in the impairment of Developer's vested rights under this Agreement.

3.8.4 Uniform Construction Codes. Provisions of the building standards set forth in the Uniform Construction Codes shall apply to the Property. As used herein, the term "Uniform Construction Codes" collectively refers to the 1998 California Building Codes (Vols. 1, 2, and 3), the 1998 California Electric Code, the 1998 California Plumbing Code, the 1998 California Mechanical Code, the 1997 Uniform Solar Energy Code, the 1997 Uniform Swimming Pool, Spa and Hot Tub Code, the 1997 Uniform Housing Code, the Uniform Administrative Code, 1997 Edition, and the 1998 California Fire Code (including amendments thereto by the Orange County Fire Authority), as modified and amended by official action of the City, and any modifications or amendments to any such Code adopted in the future by City.

3.8.5 Police Power. In all respects not provided for in this Agreement, City shall retain full rights to exercise its police power to regulate the development of the Property. Any uses or developments requiring a site plan, tentative tract map, conditional use permit, variance, or other discretionary permit or approval in accordance with the Existing Land Use Regulations shall require a permit or approval pursuant to this Agreement, and, notwithstanding any other provision set forth herein, this Agreement is not intended to vest Developer's right to the issuance of such permit or approval nor to restrict City's exercise of discretion with respect thereto.

3.9 Vesting of Park and Institutional Land Uses. By this Agreement, the regulatory entitlements and restrictions of the Existing Land Use Regulations and the Overlay Plan are vested as to the Corridor Sites, the Institutional Site, the Marshburn Basin/Channel Site, the Musick/Alton Sites, the Park Site and the Sports Park Site. The uses and development allowed on the Corridor Sites, the Institutional Site, the Marshburn Basin/Channel Site, the Musick/Alton Sites, the Park Site and the Sports Park Site are, by this instrument, entitlements and restrictions that run with the land for the benefit of the remainder of the Property, and limit Developer and its successors and assigns to developing and using the Corridor Sites, the Institutional Site, the Marshburn Basin/Channel Site, the Musick/Alton Sites, the Park Site and the Sports Park Site only in accordance with the Overlay Plan and the Existing Land Use Regulations for the Term of this Agreement.

3.10 Homeless Assistance Provider Accommodations. The Overlay Zone contemplates that a portion of PAZ 17a will be used for up to 165 residential dwelling units to provide housing for lower income or homeless households, and the environmental impact report for the Great Park Plan assumed the development of 165 dwelling units within PAZ 17a and analyzed the impacts resulting from the development and occupancy of such dwelling units. The zoning for PAZ 17a as of the Effective Date allows Commercial Recreation uses pursuant to Irvine Zoning Code Section 3-37-22.4.4, and does not expressly allow residential or institutional uses within PAZ 17a. In order to facilitate a cooperative project between Developer and the providers of lower income and transitional housing, the City agrees to act expeditiously and in good faith to initiate and process for City Council consideration an amendment to the Irvine Zoning Code to expressly authorize up to 166 residential dwelling units in PAZ 17a. Upon approval, such amendment to the Irvine Zoning Code shall be deemed vested by this Agreement.

4. FEES.

4.1 Development Fees. During the Term of this Agreement, City shall not levy or require with respect to development of the Property any site-specific Development Fees (i.e., Development Fees that are not of general application and are imposed only on the Property) except those set forth in this Agreement (including but not limited to the NITM Program fees described in Section 5, and a concrete and hardscape removal/recycling fee as described in Section 12, of this Agreement) and those in effect on the Effective Date of this Agreement. It is understood that the preceding limitation on City's imposition of Development Fees shall not limit City from levying against the Property additional Development Fees to the extent such Development Fees are imposed by City on a city-wide basis.

4.2 Development Agreement Fee. Provided that Developer enters into this Development Agreement or a substantially similar agreement and conveys at no cost to the City or the City's Designee fee title to the City Conveyance Parcels located within Developer's Parcels in accordance with Section 8.1 below on or before August 31, 2005, Developer shall pay or cause to be paid to City the aggregate sum of Two Hundred Million Dollars ($200,000,000) ("Development Agreement Fee") to reimburse City its costs in developing and processing the Great Park Plan, as payment for processing the Master Subdivision Map, and as partial payment for the development of the Park Site, the Sports Park Site, and other Project infrastructure, and such other uses and purposes as may be determined by City in its sole and absolute discretion. The portion of the Development Agreement Fee allocated to each Parcel shall be as follows:

Parcel I	$48,000,000	(24% of $200,000,000)
Parcel II	$54,000,000	(27% of $200,000,000)
Parcel III	$68,000,000	(34% of $200,000,000)
Parcel IV	$30,000,000	(15% of $200,000,000)

The Development Agreement Fee shall be paid in installments with the first installment paid not later than the Effective Date, the second installment paid thirty (30) days after the Effective Date, the third installment paid upon Developer's recordation of its first final subdivision map following the recordation of the Master Subdivision Map or the date that is one (1) year after the Effective Date, whichever occurs first, and the fourth installment paid upon the issuance of Developer's first building permit or the date that is two (2) years after the Effective Date, whichever occurs first. Payments of the Development Agreement Fee shall be made by wire transfer of funds, or by a cashier's or certified check issued by a California institution.

4.2.1 First Installment of Development Agreement Fee. The first installment of the Development Agreement Fee in the aggregate amount of Thirty Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($33,333,333) shall be paid to City by Developer not later than the Effective Date. The amount allocated to each Parcel as the first installment of the Development Agreement Fee shall be as follows:

Parcel I	$8,000,000	(24% of $33,333,333)
Parcel II	$9,000,000	(27% of $33,333,333)
Parcel III	$11,333,333	(34% of $33,333,333)
Parcel IV	$5,000,000	(15% of $33,333,333)

4.2.2 Second Installment of Development Agreement Fee. The second installment of the Development Agreement Fee in the aggregate amount of Thirty-Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($33,333,333) shall be paid to City by Developer within thirty (30) days after the Effective Date of this Agreement. The amount allocated to each Parcel as the second installment of the Development Agreement Fee shall be as follows:

Parcel I	$8,000,000	(24% of $33,333,333)
Parcel II	$9,000,000	(27% of $33,333,333)
Parcel III	$11,333,333	(34% of $33,333,333)
Parcel IV	$5,000,000	(15% of $33,333,333)

4.2.3 Third Installment of Development Agreement Fee. The third installment of the Development Agreement Fee in the aggregate amount of Sixty-Six Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars ($66,666,667) shall be paid to City by Developer no later than the first to occur of the following: (i) the date that is one (1) year after the Effective Date of this Agreement, or (ii) the date the first final tract map for all or any part of the Property is recorded following the recordation of a Master Subdivision Map as set forth in Section 7.1. The amount allocated to each Parcel as the third installment of the Development Agreement Fee shall be as follows:

Parcel I	$16,000,000	(24% of $66,666,667)

Parcel II	$18,000,000	(27% of $66,666,667)
Parcel III	$22,666,667	(34% of $66,666,667)
Parcel IV	$10,000,000	(15% of $66,666,667)

4.2.4 Fourth Installment of Development Agreement Fee. The fourth installment of the Development Agreement Fee in the aggregate amount of Sixty-Six Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars ($66,666,667) shall be paid to City by Developer prior to and as a condition to the issuance of the first building permit for a building within Developer's Property, but in no event later than the date that is two (2) years after the Effective Date of this Agreement. The amount allocated to each Parcel as the fourth installment of the Development Agreement Fee shall be as follows:

Parcel I	$16,000,000	(24% of $66,666,667)
Parcel II	$18,000,000	(27% of $66,666,667)
Parcel III	$22,666,667	(34% of $66,666,667)
Parcel IV	$10,000,000	(15% of $66,666,667)

4.3 Inflationary Adjustment for Development Agreements Signed By Developer After September 1, 2005. In the event that, on or after September 1, 2005, Developer enters into the Development Agreement for all Parcels and conveys at no cost to the City or the City's Designee fee title to the City Conveyance Parcels located within each of the Parcels, Developer shall pay to the City the Development Fee amounts set forth in Sections 4.2.1, 4.2.2, 4.2.3 and 4.2.4 above, as adjusted for inflation on a calendar monthly basis from and after September 1, 2005, based upon the 20-City Construction Cost Index ("CCI") published by the Engineering News-Record (McGraw Hill Companies), as follows:

4.3.1 The CCI as of August 1, 2005 shall be the "Base CCI" and the CCI as of the first date of each subsequent calendar month commencing on September 1, 2005 shall be the "Adjustment CCI."

4.3.2 The Adjustment CCI for the calendar month in which Developer enters into the Development Agreement and conveys at no cost to the City or the City's Designee fee title to the City Conveyance Parcels located within each of the Parcels shall be divided by the Base CCI to determine the percentage of adjustment applicable to the Development Agreement Fee ("Applicable Percentage"). The Applicable Percentage shall be multiplied by each installment of the Development Agreement Fee for Developer, as set forth in Sections 4.2.1, 4.2.2, 4.2.3 and 4.2.4, to determine the adjusted Development Agreement Fee to be paid by Developer to the City (the "Adjusted Development Agreement Fee").

4.3.3 If the CCI is no longer published, then the Building Cost Index ("BCI") of the Engineering News-Record shall be the inflationary adjustment index to be used pursuant to this Section 4.3; if both the CCI and the BCI are no longer published, then the index to be used shall be a published index that most closely reflects the components used by the CCI.

4.4 Surcharge for Late Execution of Development Agreement. In the event that Developer enters into the Development Agreement for one or more of the Parcels and conveys to the City or the City's Designee fee title to the City Conveyance Parcels located within each such

Parcels on or before August 31, 2005, and Developer thereafter enters into the Development Agreement or a substantially similar agreement after September 1, 2005 for any of the remaining Parcels, Developer shall pay a revised Development Agreement Fee as follows:

4.4.1 In the event that Developer enters into the Development Agreement for any Parcel and conveys to the City or the City's Designee fee title to the City Conveyance Parcels located within Developer's Parcels following September 1, 2005 but on or before December 31, 2005, Developer shall pay an amount equal to the Adjusted Development Agreement Fee multiplied by one hundred five percent (105%) for each such Parcel.

4.4.2 In the event that Developer enters into the Development Agreement for any Parcel and conveys to the City or the City's Designee fee title to the City Conveyance Parcels located within Developer's Parcels following December 31, 2005, Developer shall pay an amount equal to the Adjusted Development Agreement Fee multiplied by one hundred ten percent (110%) for each such Parcel.

4.5 Supplemental Development Agreement Fee. Subject to Sections 4.5.1 and 4.5.2 below, in the event the City is unable, after reasonable efforts to generate funds from the CFD referred to in Section 6.1 of this Agreement of at least $201,000,000 for the construction of public improvements (i.e. net funds available for construction, referred to herein as the "Net CFD Amount"), Developer shall pay or cause to be paid to City any shortfall up to a maximum of Sixty Million Dollars ($60,000,000) ("Supplemental Development Agreement Fee") to reimburse City as partial payment for the development of the Park Site, the Sports Park Site and other Project infrastructure. Provided, however, that the City may, in its sole and absolute discretion, waive any or all of the Supplemental Development Agreement Fee if it determines that the CFD will generate sufficient revenues to pay the costs of the public improvements for which the Supplemental Development Agreement Fee would otherwise be used. The portion of the Supplemental Development Agreement Fee allocated to each Parcel shall be as follows:

Parcel I	24%
Parcel II	27%
Parcel III	34%
Parcel IV	15%

The Supplemental Development Agreement Fee shall be due on the date that is four (4) years after the Effective Date. Payment of the Supplemental Development Agreement Fee shall be made by wire transfer of funds or by a cashier's or certified check issued by a California institution. In the event the CFD referred to in Section 6.1 of this Agreement is formed and generates a Net CFD Amount of at least $201,000,000, no Supplemental Development Agreement Fee shall be required.

4.5.1 Inflationary Adjustments for Development Agreements Signed After September 1, 2005. In the event that, on or after September 1, 2005, Developer enters into the Development Agreement and conveys at no cost to the City or the City's Designee fee title to the City Conveyance Parcels located within each Parcel, the Net CFD Amount and the Supplemental Development Agreement Fee shall each be increased by the Applicable Percentage, as calculated in accordance with Section 4.3 above.

4.5.2 Surcharge for Late Execution of Development Agreement: In the event Developer enters into the Development Agreement or a substantially similar agreement for one or more Parcels and conveys to the City or the City's Designee fee title to the City Conveyance Parcels located within each Parcel on or after September 1, 2005, the Net CFD Amount and the Supplemental Development Agreement Fee applicable to Developer entering into the Development Agreement or a substantially similar agreement shall be as follows:

4.5.2.1 In the event that Developer enters into the Development Agreement or a substantially similar agreement for any Parcel and conveys to the City or the City's Designee fee title to the City Conveyance Parcels located within each Parcel following September 1, 2005 but on or before December 31, 2005, the Net CFD Amount and the Supplemental Development Agreement Fee applicable to Developer shall be multiplied by one hundred five percent (105%) for each such Parcel, and such amount increased by the Applicable Percentage calculated in accordance with Section 4.3 above.

4.5.2.2 In the event that Developer enters into the Development Agreement or a substantially similar agreement for any Parcel and conveys to the City or the City's Designee fee title to the City Conveyance Parcels located within each Parcel following December 31, 2005, the Net CFD Amount and the Supplemental Development Agreement Fee applicable to Developer shall each be multiplied by one hundred five percent (110%) for each such Parcel, and such amount increased by the Applicable Percentage calculated in accordance with Section 4.3 above.

4.6 Other Fees and Charges. Except as specifically set forth in Sections 4.1 through 4.3, nothing set forth in this Agreement is intended or shall be construed to limit or restrict City's authority to impose new fees, charges, assessments, or taxes for the development of the Property or to increase any existing fees, charges, assessments, or taxes, and nothing set forth herein is intended or shall be construed to limit or restrict whatever right the Developer Parties might otherwise have to challenge any fee, charge, assessment, or tax either not set forth in this Agreement or not in effect as of the Effective Date. In connection therewith, Developer shall timely pay all applicable fees, charges, assessments, and special and general taxes validly imposed in accordance with the Constitution and laws of the State of California, including without limitation school impact fees in accordance with Government Code §§ 65995, *et seq.*

5. NORTH IRVINE TRANSPORTATION INFRASTRUCTURE.

5.1 NITM Ordinance. On or about June 10, 2003, the City adopted the NITM Ordinance establishing a fee program to be paid on all construction within the northern portion of the City (including the Property and the North Irvine Adjacent Lands) for the coordinated and phased installation of required traffic and transportation improvements (the "NITM Program"). The NITM Program is incorporated by reference and shall be considered part of this Agreement. The NITM Ordinance and NITM Program as adopted by the City are included in the Existing Land Use Regulations and the Development Plan under the terms of this Agreement. The City and the Developer Parties shall implement the NITM Program.

5.2 Concurrent Agreement(s) With North Irvine Adjacent Lands Owner. On or about June 10, 2003, the City adopted its Ordinance No. 03-20, approving the "NITM Program

Implementing Agreement" by and between the City and the owner of the North Irvine Adjacent Lands. The "NITM Program Implementing Agreement" is an agreement governed by the Development Agreement Statute, and provides that the owners and developers of the North Irvine Adjacent Lands will participate in the NITM Program.

5.3 Waiver of Objections Due To Allocation And Apportionment of NITM Fees. Developer acknowledges that the Property is subject to the terms and conditions of the NITM Program and that Developer shall participate in the NITM Program and perform the obligations required of it thereunder. Developer acknowledges that no NITM Program fees or costs are assessed or imposed upon the Exposition Center South Site, the Corridor Sites, the Park Site, the Sports Park Site, the Transit Site and the Police Substation Site, and that the fees associated with each of these areas under the NITM Program will be paid by the Parcel in which the exempted area is located. Such fees have been reallocated to the various allowable uses on the Parcels, and shall be payable at such time as the fees for development of the various uses on the Parcels are otherwise due under the NITM Program, and Developer shall have the right to pay the fees imposed by the NITM Program under any of the alternative payment procedures set forth in the NITM Program. By the execution of this Agreement, Developer waives any objection to, and covenants not to sue the City with respect to, any issue in any way relating to the adopted allocation of costs, expenses and fees contained in the NITM Program as of the date of this Agreement to, by and among the various areas, including any and all portions of the Property. Developer does not waive any objection or make any covenant not to sue as to any future allocations by the City that are inconsistent with the NITM Program.

5.4 Commitment Regarding Payment Of NITM Fee Established For Each Future Development Area. The NITM Ordinance establishes a fee assigned to each "Future Development Area" (as that term is defined by the NITM Ordinance) covered by the NITM Program. Certain of those Future Development Areas are located within the Property. Developer agrees that it shall pay the NITM fees as provided in the NITM Ordinance, including without limitation the fees required to be paid for each Future Development Area within the Parcel(s) owned by Developer under the terms and conditions of the NITM Ordinance. Pursuant to the NITM Ordinance, the Parties agree that Developer shall be regarded by the City as having remaining "developable land" within its Future Development Area so long as there is vacant land remaining (for which no building permit has been applied for and issued to Developer) which has been subdivided or which is reasonably likely to be subdivided and used for the construction of new buildings under the provisions of the Conceptual Overlay Plan and the Existing Land Use Regulations, regardless of whether or not Developer has applied for or the City has permitted such development.

5.5 Notice of NITM Program to Developer and Purchasers of the Property. Developer shall include notice of the NITM Program obligations pursuant to this Agreement in each instrument conveying any portion of the Property to a developer, merchant builder or corporate or institutional purchaser of a portion of the Property.

5.6 Commitment Regarding Sale Price For Right Of Way Land Owned By Developer Specified In NITM Program. The NITM Program as adopted by the City specifies and refers to certain real property which is contemplated to be acquired by the City to construct the specified NITM traffic improvements. The City has indicated to Developer that if the City cannot acquire

such real property through a voluntary sale from Developer at a price acceptable to the City, the City's management would recommend to the City Council the adoption of a resolution of necessity for the acquisition of such real property by eminent domain; however the City is willing to enter into a negotiated sale of the land to avoid the necessity for formal condemnation of the land. Under this threat of condemnation by the City, Developer agrees to sell this specified land to the City upon reasonable terms and conditions at a sale price specified in the NITM Program, with the 5% escalation factor in the sale price as defined in the NITM Program.

5.7 NITM Account. The City shall maintain a separate account (the "NITM Account") under its custody and control to hold all fees collected in trust for the benefit of the participants in the NITM Program. All fees collected under the NITM Program, all fees collected as conditions of approval or other fair share fees from "Non-Participating Properties" under Section 5.10 below, and all fair share fees collected from landowners and developers in the North Irvine Adjacent Lands under Section 5.9 below, shall be deposited in the NITM Account. All interest or other income earned by the funds in the NITM Account shall accrue and be deposited in such account. As set forth in the NITM Program, the City shall be reimbursed its reasonable costs for administering and maintaining this NITM Account.

5.8 Independent Nature Of Obligations. The obligations of Developer, the City, and the developers and landowners in the North Irvine Adjacent Lands are independent.

5.9 City Covenant To Obtain NITM Or Fair Share Fees From North Irvine Adjacent Lands. As of the date of this Agreement, the City either has already or intends to enter into the "NITM Program Implementing Agreement" referenced in Section 5.2 above with the owners of the North Irvine Adjacent Lands to obtain from them the fees and improvements contemplated in the NITM Program. The failure of the City to obtain, enforce or otherwise implement such agreement shall not invalidate this Agreement or the NITM Program, which shall remain in effect, and such failure shall not operate to increase or decrease the obligations of Developer under the NITM Program or under this Agreement. The City covenants that to the extent permitted by law it shall make a good faith effort to approve and implement such "NITM Program Implementing Agreement". Should such "NITM Program Implementing Agreement" not be implemented in whole or in part for the North Irvine Adjacent Lands, to the extent permitted by law, the City shall require the landowners and developers of the North Irvine Adjacent Lands to pay fees representing the fair share of such North Irvine Adjacent Lands for the traffic improvements that will be utilized by uses in the North Irvine Adjacent Lands, including any of the "List of NITM Improvements" that will be constructed or fully or partially financed under the NITM Program as specified by the NITM Ordinance, including without limitation the fees established by the NITM Ordinance for such property. The City further covenants that any fees collected from the North Irvine Adjacent Lands for NITM Improvements will be deposited in the NITM Account.

5.10 City Covenant To Obtain NITM Or Fair Share Fees From All Property Owners In The North Irvine Adjacent Lands. Certain properties in the North Irvine Adjacent Lands are not included in the "NITM Program Implementing Agreement" referenced in Section 5.2 above ("Non-Participating Properties"). Should any of these Non-Participating Properties seek to develop in a manner which will increase traffic from those properties, the City covenants that it shall to the extent permitted by law, require the payment of fees representing such Non-

Participating Properties' fair share of the traffic improvements which will be used by this traffic, including any NITM Program traffic improvements. The City further covenants that any fees collected from Non-Participating Properties for NITM Program traffic improvements shall be deposited in the NITM Account referenced in Section 5.7 above.

5.11 City Covenant To Use NITM Fees And NITM Account For NITM Program. The City shall use the funds in the NITM Account, and all fees collected under the NITM Program, solely for the purposes authorized in the NITM Program. As set forth in the NITM Program, no funds may be used by the City for traffic improvements or other purposes which are not NITM Traffic Improvements, without the consent of Developer and the owner(s) of the North Irvine Adjacent Lands.

5.12 Satisfaction Of Mitigation Obligations Or Other Traffic Conditions. The City has adopted certain mitigation measures and conditions of approval for the transportation and traffic impacts of the development of the Property pursuant to the Overlay Plan. The City has determined based upon a nexus fee study that the costs of the NITM Program are fairly apportioned to the Property included within the NITM Program as set forth in the NITM Ordinance, based upon calculations of average daily trips in a manner which has a nexus to, and is proportional to, the traffic which will be generated by all of the development contemplated in the Overlay Plan for the Property. The City intends to utilize the following mitigation measure and condition of approval for all development within the Property, including any future discretionary approvals adopted for the Property which the City intends to be applicable to the Property under this Agreement: "Applicant (or property owner or developer) shall mitigate its traffic and transportation impacts by participation in the NITM Program established by Ordinance No. 03-20 and the Great Park Development Agreement recorded on _____, against the Property." In addition to this mitigation measure and condition of approval, the City may also add conditions to the approval of a subdivision tentative tract map for development of the Property for site-specific in-tract traffic improvements that provide Project access drives, internal streets and traffic control measures within the area to be subdivided. Developer acknowledges that the City retains the discretion to judge the adequacy of traffic improvements and mitigation in the future, and that the City may exercise that discretion to update the NITM Program through future "Comprehensive Traffic Studies" as defined in and pursuant to the NITM Ordinance.

5.13 Certificate of NITM Compliance. Upon written request from Developer with respect to an identified legal parcel or parcels, the City shall deliver within twenty (20) days a certificate confirming that this Agreement is in full force and effect and whether or not NITM fees have been paid, or if there are any outstanding or future NITM fee obligations with respect to such parcel or parcels.

6. FINANCING FOR PUBLIC IMPROVEMENTS AND SERVICES.

6.1 Formation of Community Facilities District. Developer desires that financing for the Proposed Public Benefit Facilities and Services be provided by (i) the formation of a community facilities district for the Property pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code §§ Section 53311 *et seq.*) ("CFD"), (ii) the issuance of bonds by the CFD ("CFD Bonds"), the proceeds of which would be used to construct and/or acquire and

maintain the Proposed Public Benefit Facilities and Services upon completion of their construction, to the extent the Proposed Public Benefit Facilities and Services legally and feasibly may be financed and/or paid utilizing this method of financing, and (iii) an annual levy by the CFD of a special tax sufficient to pay principal and interest on the CFD Bonds, annual administration, engineering, and inspection costs associated with the CFD, and police and fire protection services for any portion of the Property that may be owned by City or City's Designee (specifically excluding the Educational Site) and for roadway and park operation and maintenance costs within the CFD, which CFD special tax shall be secured by recordation in the Official Records of the County of Orange of continuing liens against the Property or portions thereof.

6.1.1 Developer does hereby irrevocably consent to the formation of a CFD, the issuance of CFD Bonds, the imposition of taxes against the Property with respect thereto, and the apportionment of the costs and expenses of the Proposed Public Benefit Facilities and Services set forth in Exhibit "E", and waive any and all right of protest or objection with respect thereto. In addition, and subject to Section 6.4, if excess CFD capacity exists after funding the public benefits listed in Exhibit "E", City may, with the agreement of Developer, utilize all or a portion of such excess CFD capacity to finance the construction of other facilities, fees or associated costs that qualify for funding under the law.

6.1.2 In the event City elects to form a CFD, Developer agrees to cooperate with City and take all necessary actions to accomplish the formation of the CFD and the imposition of taxes with respect thereto, including without limitation, if required by City, the submission of a ballot to City by Developer unconditionally and without qualification in favor of the formation of the CFD and the levying of such taxes. Nothing herein shall be construed as a commitment by City to form a CFD or as a limitation on City's legislative discretion with respect thereto.

6.1.3 In the event that City is unable or elects not to proceed with the formation of a CFD and the issuance of CFD bonds for any reason, City shall not be liable for any resulting costs to Developer and Developer shall nonetheless be responsible for paying a proportionate share of the costs incurred by City to construct the Proposed Public Benefit Facilities up to a maximum amount of $201,000,000, based on allocation of such costs to the Parcels as follows:

Parcel I	24%
Parcel II	27%
Parcel III	34%
Parcel IV	15%

In addition, in the event the CFD is not formed in the first instance or the CFD is formed but the special tax levied by the CFD is repealed, or otherwise terminated, or is insufficient to pay the costs to maintain the Proposed Public Benefit Facilities and Services (including but not limited to the potential special tax increase for police services in accordance with Section 6.1.4 below), the maintenance costs or the amount of the deficiency shall be included in the Association's budget as an expense and the Association shall levy and collect assessments in an amount sufficient to pay the maintenance costs, all as more fully explained in the CC&Rs. Developer shall, upon Developer's execution and delivery of this Agreement to City, execute and deliver to City the CFD Petition in the form attached hereto as Exhibit "F". Developer has agreed to the financing

provisions set forth in this Section 6.1 and to perform the obligations hereunder in exchange for the consideration and benefits provided to Developer by City under this Agreement, including without limitation the vested right to develop the Property in accordance with Section 3.1.

6.1.4 In the event that a Redevelopment Project Area is established pursuant to the California Redevelopment Law, Health & Safety Code Section 33000, *et seq.*, that covers all or a portion of the Property and results in a loss of property tax revenue to the City's general fund, the special tax authorized by this Section 6.1 shall be increased to include the cost of all police and public safety services to the Property (but specifically excluding the Educational Site unless the City in its sole and absolute discretion approves the use of the special tax to cover police costs within the Educational Site). Developer agrees to cooperate with City and take all necessary action to accomplish the increase of the CFD special tax, including without limitation, if required by City, the submission of a ballot to City by Developer unconditionally and without qualification in favor of such tax increase. In this regard, Developer irrevocably and unconditionally waives any objection to such special tax increase, and irrevocably and unconditionally covenant to cast their respective votes in favor of such special tax increase.

6.2 Formation of Landscaping and Lighting Maintenance District. City may consider establishing a landscaping and lighting maintenance district for the Property, or portions thereof, to finance the maintenance of certain public improvements, including landscaping, lighting, streets, and park and recreational facilities, pursuant to the procedures set forth in City's Municipal Code and, to the extent applicable, the Landscaping and Lighting Act of 1972 (Streets and Highways Code §§ 22500, *et seq.*). Developer hereby irrevocably consents to the formation of such a landscaping and lighting maintenance district and waives any and all right of protest or objection with respect thereto. In the event City elects to form a landscaping and lighting maintenance district, Developer agrees to cooperate with City and take all necessary action to accomplish the formation of the district and the imposition of assessments, including without limitation, if required by City, the submission of a ballot to City by Developer unconditionally and without qualification in favor of the formation of the district and the levying of such assessments. Nothing herein shall be construed as a commitment by City to form a landscaping and lighting maintenance district or as a limitation on City's legislative discretion with respect thereto. In the event the landscaping and lighting maintenance district is not formed in the first instance or the landscaping and lighting maintenance district is formed but the assessment levied by the landscaping and lighting maintenance district is repealed, or otherwise terminated, or is insufficient to pay the costs to maintain public improvements designated by City for maintenance, the maintenance costs or the amount of the deficiency shall be included in the Association's budget as an expense and the Association shall levy and collect assessments in an amount sufficient to pay the maintenance costs, all as more fully explained in the CC&Rs. Developer has agreed to the financing provisions set forth in this Section 6.2 and to perform the obligations hereunder in exchange for the consideration and benefits provided to Developer by City under this Agreement, including without limitation the vested right to develop the Property in accordance with Section 3.1.

6.3 Police Services. Unless otherwise determined by the City in its sole and absolute discretion, the Irvine City Police Department shall be the only police force serving the Property. The owner(s) and operator(s) of the Educational Site shall pay for the costs incurred by City to provide police services to the Educational Site. In connection therewith, as a condition to the

commencement of operations on the Educational Site, the owner(s) of the Educational Site shall enter into an agreement with City on terms acceptable to City obligating the owner(s) to pay to City the costs of providing police services to the Educational Site. As used herein, the term "commencement of operations" shall mean that activities are being conducted on the Educational Site in connection with the provision of educational services to the public and/or the operation of an educational institution thereon.

6.4 Construction of Proposed Public Benefit Facilities by Developer.

6.4.1 Subject to Section 6.4.2 below, City or City's Designee shall construct or cause to be constructed the Proposed Public Benefit Facilities. The costs of the Proposed Public Benefit Facilities shall be paid for out of the proceeds of the Development Agreement Fee and the CFD or, if the CFD is not formed, by Developer, as more fully explained in Section 6.1 of this Agreement

6.4.2 The City and Developer may enter into an agreement (an "Infrastructure Agreement") under which Developer shall design and construct or cause the construction of, certain of the Proposed Public Benefit Facilities identified in Exhibit "E", comprising streets, sidewalks, associated right of way landscaping, and wet and dry utilities, and generally referred to as "Backbone Infrastructure," as distinguished from the "Park Facilities". Any costs incurred by Developer associated with the design and/or construction of the "Backbone Infrastructure" shall be reimbursed to Developer from one or more of the following sources, with City having the discretion to select the source of reimbursement: (i) direct reimbursement from the City from Development Agreement Fees paid by Developer to the City; (ii) credits against future Development Agreement Fee obligations of Developer; or (iii) proceeds of the CFD financing. The Parties acknowledge that the estimated cost of the development of "Backbone Infrastructure," as of the date of this Agreement, is approximately $200,000,000 and, if Developer develops the "Backbone Infrastructure," the City intends to reserve $200,000,000 in Development Agreement Fees and CFD financing to reimburse Developer for that development.

6.4.2.1 In the event that the cost of the "Backbone Infrastructure" exceeds $200,000,00, and excess financing capacity exists in the CFD, the parties shall take such steps as are reasonably necessary to increase the CFD financing to accommodate such increased "Backbone Infrastructure" development costs.

6.4.2.2 The current cost to construct the "Backbone Infrastructure" is estimated to be approximately $109,000,000. Based on refined cost estimates and negotiations associated with the agreement authorized by this Section, this amount may change. The difference between the agreed-upon amount for Developer to construct the "Backbone Infrastructure" as set forth in an agreement pursuant to this Section, and $201,000,000 in net CFD proceeds that will be generated, will be available to the City or the City's Designee for infrastructure and other improvements within the Sportspark Site, Park Site, and other City Conveyance Parcels, at the discretion of the City. If Developer and the City are unable to execute an Infrastructure Agreement within ninety (90) days following the Effective Date, the City or the City's Designee shall be responsible for the design and construction of the "Backbone Infrastructure."

7. PROPERTY-WIDE ACTIVITIES.

7.1 Master Subdivision Map. Developer shall be responsible for processing Master Subdivision Map for consideration and approval by the City. Developer shall use the legal descriptions the United States Department of the Navy used to convey the Parcels to Developer as a basis for the Master Subdivision Map and shall include on the Master Subdivision Map for public dedication the arterials, major thoroughfares, and parks shown on the Conceptual Overlay Plan, and all necessary utility rights-of-way and all existing utility facilities including pipes, wires, and appurtenant facilities. Property dedicated to City or City's Designee shall not be subject to any future interests, including reversionary, remainder, and executory interests. The City and any applicable City Designee shall cooperate with and assist Developer, as requested by Developer, in its efforts to process and record the Master Subdivision Map. Developer shall exercise reasonable efforts to submit the Master Subdivision Map to the Planning Commission for consideration within 365 days following the Effective Date of this Agreement.

7.2 Property-Wide Permits. The development of the Property will require various permits and entitlements from state and federal agencies including without limitation a Section 404 Permit from the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification from the California Regional Water Quality Control Board, a Fish and Game Section 1602 Permit from the California Department of Fish and Game, an Irvine Ranch Water District Subarea Master Plan, a National Pollution Discharge Elimination System Permit, and a master dry utility master plan. Developer shall process such permits and entitlements in consultation and coordination with the City. The City will cooperate with Developer, and assist Developer, as requested by Developer, in its efforts to obtain the permits and entitlements. City shall use reasonable efforts to provide to Developer, as soon as reasonably possible after the Effective Date but in no event later than 270 days after the Effective Date, such information and materials reasonably needed by Developer to file sufficient applications for all applicable permits and entitlements. Developer shall exercise reasonable efforts to file applications for the permits and entitlements described herein for each Parcel within 365 days after the Effective Date, and shall exercise reasonable efforts to attempt to obtain the permits and entitlements within 700 days after the Effective Date.

7.3 Design and Development Guidelines. In accordance with the provisions of the CC&Rs, Developer shall cooperate and work with City or the City's Designee in the establishment of guidelines for the master design and development of the Property. The design and development guidelines shall, at the discretion of the City, include provisions for sustainable development and "green" (*i.e.*, environmentally sensitive) development standards and requirements, covering issues including but not limited to sustainable site planning, safeguarding water quality and water efficiency, optimizing energy performance, conserving and recycling materials and resources, and improving indoor environmental quality.

7.4 Master Developer. Subject to development and construction activities of the City or the City's Designee pursuant to Section 6.4.1 above, Developer shall assume the role of the master developer and, as such, take the lead and be responsible for developing a master plan for the Property, in coordination with the City and any City Designee, which master plan shall include design, planning, use integration, project phasing and financing, subject to approval by the City.

8. DEDICATIONS AND CONVEYANCES OF PROPERTY INTERESTS.

8.1 Conveyance of City Conveyance Parcels to City or City's Designee.

8.1.1 No Purchase Price. Developer's conveyance and dedication of the City Conveyance Parcels to City or City's Designee shall be in consideration of City's performance of its obligations set forth in this Agreement and neither City nor City's Designee shall be required to pay any fee or purchase price for the City Conveyance Parcels. A legal description of the City Conveyance Parcels located within each Parcel is set forth in Exhibit "H" attached hereto.

8.1.2 Delivery of Grant Deed. Subject to Section 8.6, concurrently with its execution and delivery of this Agreement to City, Developer shall execute, acknowledge, and deliver to City a grant deed in the form attached hereto as Exhibit "I" conveying to City or City's Designee at no cost to City or City's Designee fee title to the City Conveyance Parcels.

8.1.3 Condition of Title; Title Insurance Policy. Developer shall cause the City Conveyance Parcels to be conveyed free and clear of all recorded and unrecorded monetary liens and all recorded and unrecorded non-monetary liens, encumbrances, easements, leases, covenants, conditions, restrictions, and other exceptions to or defects in title, excepting only the exceptions listed in the Preliminary Title Report for the City Conveyance Parcels issued by North American Title Company ("Title Company") on March 2, 2005, under Order No. 7003582-23. Developer shall pay all costs required to place title in the condition described in this Section 8.1.3. A condition to City's acceptance of the City Conveyance Parcels shall be the irrevocable commitment of the Title Company to deliver to City or City's Designee upon the transfer of title to the City Conveyance Parcels, an ALTA standard or, at City's election, an extended coverage owner's policy of title insurance showing title vested in City or City's Designee in the condition described in this Section 8.1.3 with insurance coverage in the amount of the fair market value of the City Conveyance Parcel as determined by City.

8.1.4 Modifications to Property Boundaries. The Parties acknowledge that it may be necessary to adjust the boundaries of the City Conveyance Parcels once the final road alignments are determined, the Master Subdivision Map and the master design and development guidelines are completed, and engineering data becomes available. City and Developer shall cooperate with each other and perform such acts and execute such documents as necessary to effectuate such adjustments. In this regard the City or City's Designee shall determine within 24 months of the Commencement Date if portions of Corridor Site Parcel I are required for drainage/riparian corridor or other public park purposes. If certain portions are not needed, the City shall consider adjusting the boundaries of this site in return for the dedication by Developer of an alternative site or sites for public park purposes consistent with the intent of this Agreement.

8.2 Park Dedications.

8.2.1 Dedication of Neighborhood Parks. Developer shall improve and dedicate to City on the subdivision maps for the Property neighborhood parks, based on the rate of 3 acres/1,000 population.

8.2.2 Satisfaction of Community Park Obligations. Developer's conveyance of the Park Site and Sports Park Site to City shall be deemed to satisfy any requirement imposed upon Developer for the dedication or development of community parks pursuant to the City's General Plan and Municipal Code in connection with the development of the Property.

8.3 Dedication of Streets to City. Developer acknowledges that it will be required to dedicate to City on the Master Subdivision Map, and perhaps on subsequent subdivision maps for portions of the Property, all arterials and major thoroughfares. City reserves the discretion to declare that all other streets shall be privately owned and maintained.

8.4 Dedication of School Site to IUSD. Developer acknowledges that it will be required to dedicate to the Irvine Unified School District ("IUSD") fee title to the School Site at no cost to IUSD. The precise location and boundaries of the School Site shall be as determined by IUSD. From and after the Effective Date, Developer shall cooperate with IUSD in an effort to determine the terms for the timing and conveyance of the School Site to IUSD.

8.5 Quitclaim of Water Rights. Concurrently with the execution and delivery of this Agreement to City, Developer shall execute, acknowledge and deliver to City a quitclaim deed in the form attached hereto as Exhibit "J" quitclaiming to City all of Developer's right, title and interest in and to any water rights in, under, within or associated with the Property.

8.6 Assignment of LIFOCs. Notwithstanding Section 8.1, in the event that any portion of any of the City Conveyance Parcels is transferred to Developer by means of a LIFOC rather than a conveyance deed, Developer shall execute and deliver to the City an assignment in the form attached hereto as Exhibit "M" covering each LIFOC affecting a City Conveyance Parcel within each Parcel. Developer shall execute and deliver such assignment concurrently with its execution and delivery of this Agreement to the City, and the provisions of Section 8.1 of this Agreement shall apply to such assignment agreement and Developer's execution and delivery of same.

9. GOLF COURSES

Developer covenants that the golf course to be developed on the New Golf Course Site shall be completed and opened to the general public for play not later than the last to occur of (i) three (3) years after the Commencement Date, or (ii) six (6) months from the date of City approval of the Master Subdivision Map covering all or any part of Parcel II, and that thereafter the golf course shall remain open to the general public (and not restricted as a private or membership course). Such deadline for the opening for play of the golf course on the New Golf Course Site shall be extended by any delays in development in the golf course resulting from factors beyond the reasonable control of Developer, including delays in issuance of any necessary City, local, state or federal permits or approvals, delays resulting from LIFOCs restricting planning and development of the golf course, and any other matters referenced in Section 13.5 (Force Majeure) below. In addition, Developer covenants that the golf course on the Existing Golf Course Site shall remain open to the general public (and not restricted as a private or membership course). Developer shall pay to City a fee per round for each round of play ("Golf Course Fee") on the golf course on the Existing Golf Course Site and the golf course to be developed on the New Golf Course Site. Commencing on the Commencement Date and

continuing until December 31, 2008, the amount of the Golf Course Fee shall be the sum of Five Dollars ($5.00). Commencing on January 1, 2009, and on each five (5) year anniversary thereafter, the Golf Course Fee shall be increased by an amount equal to Twenty Percent (20%) of the then current Golf Course Fee. Developer hereby consents to and waives any right of protest with regard to the establishment and enforcement of the aforedescribed fee on rounds of play at the golf courses. Developer further agrees that the Golf Course Fee established by City pursuant to this Agreement does not constitute a tax subject to the voter approval requirements of Article XIIIA of the California Constitution, Article XIIIC of the California Constitution or California Government Code Section 53720, *et seq.*, and, in addition, that the Golf Course Fee is not a fee imposed "as an incident of property ownership" within the meaning of Article XIIID of the California Constitution.

The Golf Course Fee imposed by City hereunder shall be collected by Developer and shall be remitted to City each month on or before the last day of the following month, with each payment accompanied by such information as City may reasonably determine to be necessary to verify the number of rounds played at the Golf Courses during the preceding month. Developer shall prepare and keep full and accurate records and receipts of the number of rounds played at the Golf Courses. Such receipts and records shall be kept for a period of three (3) years after the close of each calendar year, and shall be available for inspection and audit by City and City's representatives. If it is determined that there has been a deficiency in the payment of the Golf Course Fee, then such deficiency shall become immediately due and payable. In addition, if the amount of the deficiency for any calendar month is more than two percent (2%), then Developer shall pay to City all costs and expenses incurred by City in conducting the audit plus an amount equal to twenty percent (20%) of the underpayment.

Developer and City reserve the right, by written agreement, to replace the per-round fee program described in this Section 9 with a mutually agreeable alternative funding mechanism.

Developer acknowledges that the provisions of this Section 9 survive the termination of this Agreement.

10. CC&Rs.

Concurrently with the execution and delivery of this Agreement to City, Developer shall execute, acknowledge, and deliver to City the CC&Rs. City shall cause the CC&Rs to be recorded concurrently with the recordation of this Agreement.

11. UTILITIES.

Developer acknowledges that the existing utility system for the Property is rudimentary. Developer and the City shall work cooperatively, including if necessary granting reciprocal non-exclusive easements along reasonable alignments over each Party's lands for the benefit of the other, to ensure that each Party may feasibly access all utilities needed to serve such Party's lands.

12. RECYCLING HARDSCAPE.

12.1 Recycling by City. The City or the City's Designee intends to create a mandatory sustainability program to encourage the reuse of hardscape and other materials within the Property. If Developer desires to recycle any of the concrete or other hardscape on its Parcel (including the military aircraft runway), Developer shall participate in the recycling program to be developed by City or City's Designee unless otherwise exempted therefrom in writing by the City or the City's Designee. The amount or rate paid to the recycler by Developer for the recycling under City's recycling program shall be negotiated by Developer and the recycler, unless the City or the City's Designee establishes a fee for the removal and recycling of concrete and other hardscape from the Property, in which case Developer shall pay such fee in consideration of the removal and recycling of concrete and other hardscape materials from such Developer's Parcels. Developer acknowledges that City or City's Designee may receive revenue from the recycling program and that Developer shall not be entitled to share in that revenue.

12.2 Potential Recycling by Developer. Notwithstanding Section 12.1, Developer and City may enter into an agreement under which Developer shall assume direct responsibility for and control over the removal and recycling of hardscape and other materials from the entirety of the Property. In the event the parties enter into such an agreement, that agreement shall supersede the provisions of Section 12.1 above. If Developer and the City are unable to agree on the terms of such an agreement within sixty (60) days following the Effective Date, the City or the City's Designee shall assume responsibility for such hardscape removal and recycling.

13. DEFAULT, REMEDIES, AND TERMINATION.

13.1 Notice and Opportunity to Cure. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Party seeking relief ("Nondefaulting Party") shall comply with the notice and cure provisions of this Section 13.1. A Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of any other Party ("Defaulting Party") to perform any material duty or obligation of said Defaulting Party in accordance with the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Nondefaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "default" of its obligations set forth in this Agreement if the Defaulting Party has failed to take action and cured the default within ten (10) days after the date of such notice (for monetary defaults), within thirty (30) days after the date of such notice (for non-monetary defaults), or within such lesser time as may be specifically provided in this Agreement. If, however, a non-monetary default cannot be cured within such thirty (30) day period, as long as the Defaulting Party does each of the following:

(i) notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(ii) notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the default;

(iii) promptly commences to cure the default within the thirty (30) day period;

(iv) makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(v) diligently prosecutes such cure to completion,

then the Defaulting Party shall not be deemed in breach of this Agreement. Notwithstanding the foregoing, the Defaulting Party shall be deemed in default of its obligations set forth in this Agreement if said breach or failure involves the payment of money but the Defaulting Party has failed to completely cure said monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

13.2 Default Remedies. Subject to Section 13.3, in the event of a default, the Non-Defaulting Party, at its option, may institute legal action to cure, correct, or remedy such default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy. Furthermore, City, in addition to or as an alternative to exercising the remedies set forth in this Section 13.2, in the event of a material default by Developer, may give notice of its intent to terminate or modify this Agreement pursuant to the City Development Agreement Regulations and/or the Development Agreement Statute, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the City Development Agreement Regulations and/or the Development Agreement Statute.

13.3 Developer Parties' Exclusive Remedy. The Parties acknowledge that City would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement, the Great Park Plan, or the Existing Land Use Regulations, or the application thereof, or any permit or approval sought by Developer in accordance with the Great Park Plan or the Existing Land Use Regulations. Accordingly, Developer covenants on behalf of itself and its successors and assigns, not to sue City for damages or monetary relief for any breach of this Agreement or arising out of or connected with any dispute, controversy or issue regarding the application, interpretation of effect of this Agreement, the Great Park Plan, the Existing Land Use Regulations, or any land use permit or approval sought in connection with the development or use of the Property or any portion thereof, the Parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Developer's sole and exclusive judicial remedies.

13.4 Termination of Overlay Plan Upon Termination of Agreement. Developer acknowledges that the application of the Overlay Plan to its Parcel is contingent and conditional upon Developer entering into this Agreement and performing hereunder, and that Developer shall have no right or entitlement to develop its Parcel under the Overlay Plan in the absence of this Agreement and Developer's diligent performance of its obligations under this Agreement. In connection therewith, in the event this Agreement is terminated as to any Parcel in accordance with Section 13.2 as a result of a default of Developer, the Overlay Plan shall immediately cease to apply and govern the development of such Parcel, and the development of such Parcel shall instead be governed by and subject to the Base Plan.

13.5 Force Majeure. The obligations by any Party hereunder shall not be deemed to be in default where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including to the extent applicable, the following: war; insurrection; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeological, paleontological, or endangered species problems on the Property; fires; casualties; acts of God; governmental restrictions imposed or mandated by other governmental entities; with regard to delays of Developer's performance, delays caused by City's failure to act or timely perform its obligations set forth herein; with regard to delays of City's performance, delays caused by Developer's failure to act or timely perform its obligations set forth herein; inability to obtain necessary permits or approvals from other governmental entities; enactment of conflicting state or federal statutes or regulations; judicial decisions; or litigation not commenced by such Party. Notwithstanding the foregoing, any delay caused by the failure of City or any agency, division, or office of City to timely issue a license, permit, or approval required pursuant to this Agreement shall not constitute an event of force majeure extending the time for City's performance hereunder. If written notice of such delay or impossibility of performance is provided to the other Parties within a reasonable time after the commencement of such delay or condition of impossibility, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon by the Parties in writing, or the performance rendered impossible may be excused in writing by the Party so notified. In no event shall adverse market or financial conditions constitute an event of force majeure extending the time for such Party's performance hereunder. In addition, in no event shall the Term of this Agreement be extended by an event of force majeure.

14. ANNUAL REVIEW.

14.1 Timing of Annual Review. During the Term of this Agreement, at least once during every twelve (12) month period from the Commencement Date, City shall review the good faith compliance of Developer with the terms of this Agreement ("Annual Review"). The Annual Review shall be conducted by the City Council or its designee in accordance with the City Development Agreement Regulations.

14.2 Standards for Annual Review. During the Annual Review, Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. If City or its designee finds and determines that Developer has not complied with any of the terms or conditions of this Agreement, then City may declare a default by Developer in accordance with Section 13 herein. City may exercise its rights and remedies relating to any such event of default only after the period for curing a default as set forth in Section 13 has expired without cure of the default. The costs incurred by City in connection with the Annual Review process shall be paid by Developer.

14.3 Certificate of Compliance. With respect to each year in which City approves Developer's compliance with this Agreement, City shall, upon written request by Developer, provide Developer with a written certificate of good faith compliance within thirty (30) days of City's receipt of Developer's request for same.

15. MORTGAGEE RIGHTS.

15.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, from encumbering the Property or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

15.2 Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Mortgagee (whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement and any such Mortgagee who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

15.3 Mortgagee Not Obligated. Notwithstanding the provisions of this Section 15, a Mortgagee will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of any of Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance, except that (i) the Mortgagee shall have no right to develop the Property under the Overlay Plan without fully complying with the terms of this Agreement and (ii) to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder.

15.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. Each Mortgagee shall, upon written request to City, be entitled to receive written notice from City of the results of the Annual Review and of any default by Developer of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure such default within ten (10) days after receipt of such notice (for monetary defaults), within thirty (30) days after receipt of such notice (for non-monetary defaults) or, if such default can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure such default within thirty (30) days after obtaining possession, and, except in case of emergency or to protect the public health or safety, City may not exercise any of its judicial remedies set forth in this Agreement until expiration of such thirty (30) day period; provided, however, that in the case of a default which cannot with diligence be remedied or cured within such thirty (30) day period, the Mortgagee shall have such additional time as is reasonably necessary to remedy or cure such default provided Mortgagee promptly commences to cure the default within the thirty (30) day period and diligently prosecutes such cure to completion.

16. ASSIGNMENT.

16.1 Right to Assign. Subject to City's consent pursuant to Section 16.3, Developer shall have the right to assign its rights and obligations under this Agreement in connection with a transfer of Developer's interest in the Property. In the event of any such assignment, the

assignee shall be liable for the performance of all obligations of Developer with respect to the portion of the Property so transferred.

16.2 Assignee Subject to Terms of Agreement. Following an assignment or transfer of any of the rights and interests of Developer set forth in this Agreement in accordance with Section 16.3, the assignee's exercise, use, and enjoyment of the Property shall be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Developer.

16.3 Release Upon Transfer. Upon the written consent of City to the partial or complete assignment of this Agreement (which consent shall not be unreasonably withheld) and the express written assumption in a form approved by City of such assigned obligations of Developer under this Agreement by the assignee, Developer shall be relieved of its legal duty to perform the assigned obligations set forth in this Agreement, except to the extent Developer is in default hereunder prior to said transfer.

17. INSURANCE AND INDEMNITY.

17.1 Insurance. Developer shall procure and maintain, commencing as of the Commencement Date and thereafter at all times during the Term of this Agreement when actual work on the Project is being performed by Developer, the following policies of insurance:

(i) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than $5,000,000 combined single limits.

(ii) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (A) bodily insurance liability limits of $2,000,000 per person and $2,000,000 per occurrence and property damage liability limits of Five Hundred Thousand Dollars $500,000 per occurrence and $500,000 in the aggregate or (B) combined single limit liability of $2,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(iii) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California.

The policies of insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California and rated "A: VII" or better in the most recent edition of Best's Insurance Guide. All of the aforedescribed policies of insurance shall be primary insurance and shall name City, City's Designee(s), and each of their respective officers, officials and employees as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City, City's Designee, and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice to City. In the event any of said policies of insurance are cancelled, the Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 17.1. No work to be performed by Developer pursuant to this Agreement shall commence until Developer has provided City with

certificates of insurance or appropriate insurance binders evidencing the above insurance coverage and said certificates or binders are approved by City.

17.2 Indemnity by Developer. Developer agrees to indemnify, defend, and hold harmless City, City's Designee, and their respective elected and appointed councils, boards, commissions, officers, agents, contractors and employees from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly, from the acts, omissions, or operations of Developer or Developer's agents, contractors, subcontractors, agents, or employees pursuant to this Agreement, but excluding any loss resulting from the intentional or active negligence of the City, City's Designee, or each of their respective elected and appointed councils, boards, commissions, officers, agents, contractors and employees. Notwithstanding the foregoing, City shall have the right to select and retain counsel to defend any such action or actions and Developer shall pay the cost thereof. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

17.3 Indemnity by City. City agrees to indemnify, defend, and hold harmless Developer, and its respective agents, contractors and employees from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly, from the acts, omissions, or operations of the City or the City's Designee, or either of their respective agents, contractors, subcontractors, agents, or employees pursuant to this Agreement, but excluding any loss resulting from the intentional or active negligence of Developer, its agents, contractors or employees. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

18. THIRD PARTY LEGAL CHALLENGE.

In the event of any legal action instituted by any third party challenging the validity or enforceability of any provision of this Agreement, the Existing Land Use Regulations, or the Great Park Plan ("Third Party Legal Challenge"), City shall have the right but not the obligation to defend such Third Party Legal Challenge and Developer shall be responsible for the legal expenses incurred by City in connection therewith. Developer also shall have the right but not the obligation to defend any Third Party Legal Challenge. If Developer defends any such Third Party Legal Challenge, so long as Developer is not in default hereunder, City shall not allow any default or judgment to be taken against it or compromise the defense of the action without Developer's prior written approval. Developer defending the Third Party Legal Challenge shall further have the right to settle such Third Party Legal Challenge, provided that nothing herein shall authorize Developer to settle such Third Party Legal Challenge on terms that would constitute an amendment or modification of this Agreement, the Existing Regulations or the Great Park Plan unless such amendment or modification is approved by City in accordance with applicable legal requirements, and City reserves its full legislative discretion with respect thereto.

In the event City elects to defend the Third Party Legal Challenge, Developer shall indemnify and hold harmless City and its officials and employees from and against any claims, losses, or liabilities assessed or awarded against City by way of judgment, settlement, or stipulation. If Developer defends any such Third Party Legal Challenge, Developer shall

indemnify and hold harmless City and its officials and employees from and against any claims, losses, or liabilities assessed or awarded against City by way of judgment, settlement, or stipulation.

19. MISCELLANEOUS.

19.1 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto.

19.2 Entire Agreement; Waivers and Amendments. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions, and agreements among the Parties with respect to all or part of the subject matter hereof. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Parties with the terms of this Agreement thereafter. Any amendments or modifications to this Agreement must be in writing, signed by duly authorized representatives of each of the Parties hereto, and recorded in the Official Records of Orange County, California.

19.3 Legal Expenses. In any judicial proceeding, arbitration, or mediation (collectively, "Action") between City and Developer seeking enforcement of any of the terms and provisions of this Agreement, the prevailing Party in such Action shall be awarded all of its actual and reasonable costs and expenses (whether or not the same would be recoverable pursuant to Code of Civil Procedure Section 1033.5 or 1717 in the absence of this Agreement), including expert witness fees, attorney's fees, and costs of investigation and preparation prior to the commencement of the Action. The right to recover such costs and expenses shall accrue upon commencement of the Action, regardless of whether the Action is prosecuted to a final judgment or decision.

19.4 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project or the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Property.

19.5 No Third Party Beneficiaries. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successors in interest), and not for the benefit of any other individual or entity. In this regard, the owner of any portion of any Parcel that does not timely enter into and perform this Agreement or a substantially similar agreement with the City shall have no benefit from, and shall not be a beneficiary of, any of the provisions of this Agreement.

19.6 Relationship of Parties. City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

19.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless and to the extent the rights and obligations of any Party has been materially altered or abridged by such holding.

19.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Parties to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Parties shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

19.9 Estoppel Certificate. Any Party hereunder may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within sixty (60) days following the receipt thereof. Any third party including a Mortgagee shall be entitled to rely on the Certificate.

19.10 Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any action at law or in equity arising under this Agreement or brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California or the United States District Court for the Central District of California, Santa Ana Division, and the Parties hereto waive all provisions of law providing for the removal or change of venue to any other court.

19.11 Non-Liability of City Officers and Employees. No official, officer, employee, agent or representative of City shall be personally liable to any of the Developer Parties or their respective successors and assigns for any loss arising out of or connected with this Agreement, the Existing Land Use Regulations or the Great Park Plan.

19.12 Notices. Any notice or communication required hereunder between City and a Developer Party must be in writing and may be given either personally, by registered or certified mail, return receipt requested, or by facsimile transmission. If given by registered or certified mail, the same shall be deemed to have been given and received on the date of actual receipt by the addressee designated hereinbelow as the Party to whom the notice is sent. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices delivered by facsimile transmission shall be deemed to have been given on

the first business day following the date of transmission to the facsimile number. A Party hereto may at any time, by giving ten (10) days' written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to 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: Joel D. Kuperberg, Esq. Telephone: (714) 641-5100 Telecopy: (714) 546-9035
If to Developer:	Lennar Homes of California, Inc. 25 Enterprise Aliso Viejo, CA 92646 Attn: Robert L. Santos, Division President Telephone: (949) 349-8093 Telecopy: (949) 349-1753
With a copy to:	Allen Matkins Leck Gamble & Mallory, LLP 1900 Main Street, 5th Floor Irvine, CA 92657 Attn: William R. Devine Telephone: (949) 553-1313 Telecopy: (949) 553-8354

19.13 Representation as to Ownership. Subject to its acceptance of one or more LIFOCs conveying a portion of a Parcel, Developer represents and warrants as follows: Developer represents and warrants to City that it is the owner in fee of Parcels I, II, III, and IV, subject to any portions of such Parcels to which Developer holds a LIFOC.

19.14 Authority to Execute. Developer warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this Agreement, (iii) by so executing this Agreement, Developer is formally bound to the provisions of this Agreement, (iv) Developer's entering into and performance of its obligations set forth in this Agreement does not violate any provision of any other agreement to which Developer is bound, and (v) there is no

existing or threatened litigation or legal proceeding of which Developer is aware which could prevent Developer from entering into or performing its obligations set forth in this Agreement.

19.15 Execution of Agreement; Counterparts. This Agreement may be executed by the Parties in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement shall constitute a valid and enforceable agreement between the City and Developer.

19.16 Counterparts and Exhibits. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument. This Agreement contains eleven (11) exhibits, attached hereto and made a part hereof by this reference. Said exhibits are identified as follows:

A	Legal Description of Base real property
B	Conceptual Overlay Plan
C	Great Park Plan
D	North Irvine Transportation Mitigation Ordinance
E	CFD Apportionment and Methodology
F	CFD Petition
G	Legal Descriptions of City Conveyance Parcels
H	Ownership Interests in City Conveyance Parcels
I	Grant Deed Form
J	Water Rights Quitclaim Deed Form
K	CC&Rs
L	[Reserved]
M	Form of Assignment of LIFOCs

[Signatures on next page]

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

"CITY"

CITY OF IRVINE,
a municipal corporation

By: _____
Mayor

ATTEST:

_____
Deputy City Clerk

APPROVED AS TO FORM:

_____
Joel D. Kuperberg
City Attorney

"DEVELOPER"

Heritage Fields LLC, a Delaware limited liability company

By: Lennar-LNR Heritage Fields LLC, a Delaware limited liability company
Its: Administrative Member

By: Lennar Homes of California, Inc., a California corporation
Its: Managing Member

By: _____
Name: Robert Santos
Title: Vice President

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On July 12, 2005, before me, Susan E. Olson, Notary Public, personally appeared Beth Kroon
personally known to me (~~or 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.

Witness my hand and official seal.

[SEAL] SUSAN E. OLSON Commission # 1437198 Notary Public - California Orange County My Comm. Expires Sep 29, 2007

Susan E. Olson
Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On July 12, 2005, before me, Susan E. Olson, Notary Public, personally appeared Robert Santos
personally known to me (~~or 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.

Witness my hand and official seal.

[SEAL] SUSAN E. OLSON Commission # 1437198 Notary Public - California Orange County My Comm. Expires Sep 29, 2007

Susan E. Olson
Notary Public

SUBORDINATION AGREEMENT
(DEVELOPMENT AGREEMENT)

The undersigned, Lehman ALI Inc., a Delaware corporation, Beneficiary under that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement recorded July __, 2005, as Instrument No. (*) ____, Official Records, Orange County, California ("**Deed of Trust**"), does hereby consent to each and all of the provisions contained in the within instrument, the Great Park Development Agreement dated July 12, 2005, by and among the City of Irvine and Heritage Fields LLC, a Delaware limited liability company, and all amendments thereto and does hereby agree that the lien and charge of said Deed of Trust shall be, and is hereby made, subordinate to, junior to and subject to said within instrument and all amendments thereto and the entire effect thereof.

Date: July 12, 2005

BENEFICIARY:

LEHMAN ALI INC.,
a Delaware corporation

By: _____
Name: Harry W. Brun
Its: Authorized Signatory

(*) 20050005362 95

1405728.1
06/30/05

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 11, 2005, before me, Harry W. Bruni, personally appeared known to me (or 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~~ signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Lou Raye Moore
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF BASE

(PARCELS I-IV)

LEGAL DESCRIPTION

Exhibit "A"

Parcel 1

In the City of Irvine, County of Orange, State of California, being those portions of Lots 359 and 370 of Block 120, Lots 360 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, and Lots 279 and 280 of Block 140, of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S.-El Toro property, and as shown on Record of Survey 97-1038 filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying northerly, northwesterly, and westerly of the following described line:

Commencing at the southwest quarter corner of said Block 142; thence along the northeasterly line of said Lot 271, said line being also the former centerline of Irvine Boulevard as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard to the **True Point of Beginning**; thence leaving said centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to the beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears South 32°59'43" East; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southwesterly along said curve 2768.42 feet through a central angle of 66°05'28"; thence South 66°05'28" West 353.80 feet to the beginning of a curve concave southeasterly having a radius of 2500.00 feet; thence southwesterly along said curve 1038.99 feet through a central angle 23°48'43"; thence South 42°16'45" West 235.22 feet; thence North 49°51'20"West 281.26 feet to the being of a curve concave easterly having a radius of 1000.00 feet; thence northwesterly,

northerly and northeasterly along said curve 1574.20 feet through a central angle of 90°11'43"; thence North 49°14'49" West 1446.32 feet; thence South 41°14'17" West 275.57 feet; thence North 49°21'34" West 817.62 feet to a point on the northwesterly line of said Lot 279, said point lying distant thereon South 40°39'31" West 1675.66 feet from the most northerly corner of said Lot 279.

Excepting therefrom that 30.00 foot wide strip of land known as former Irvine Boulevard as shown on said Record of Survey.

Containing 902.13 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

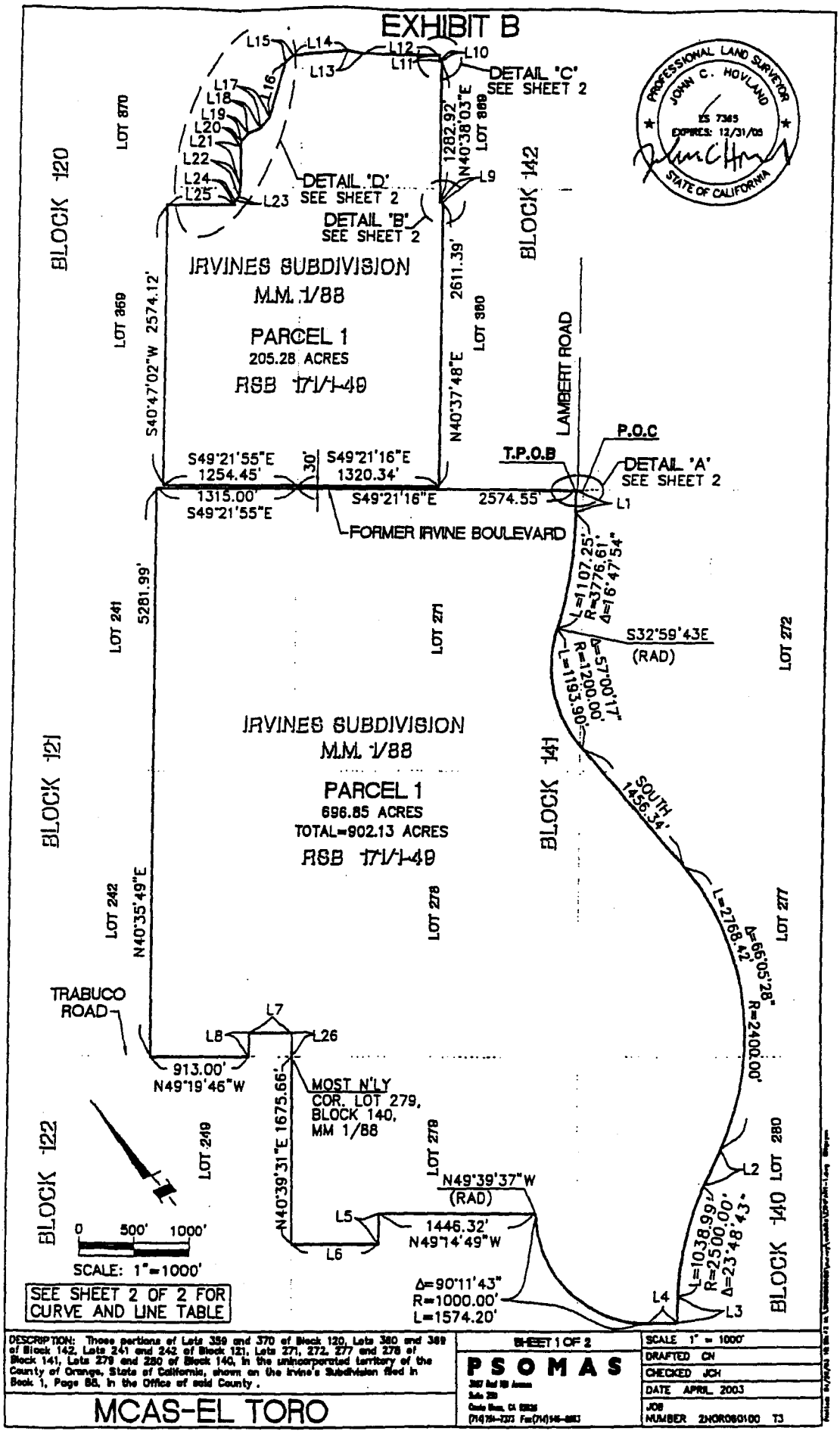
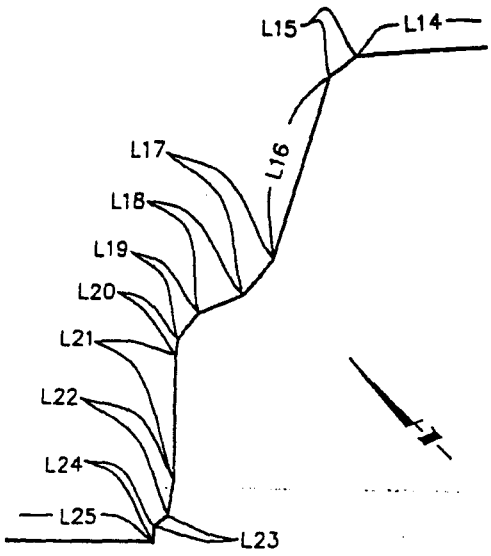

EXHIBIT B
PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
LS 7365
EXPIRES: 12/31/05
STATE OF CALIFORNIA
BLOCK 120
BLOCK 142
BLOCK 121
BLOCK 141
BLOCK 122
BLOCK 140
LOT 370
LOT 369
LOT 360
LOT 359
LOT 241
LOT 271
LOT 272
LOT 242
LOT 278
LOT 277
LOT 249
LOT 280
DETAIL 'C' SEE SHEET 2
DETAIL 'D' SEE SHEET 2
DETAIL 'B' SEE SHEET 2
DETAIL 'A' SEE SHEET 2
1282.92' N40°38'03"E
2611.39' N40°37'48"E
S40°47'02"W 2574.12'
IRVINES SUBDIVISION
M.M. 1/88
PARCEL 1
205.28 ACRES
RSB 171/1-49
LAMBERT ROAD
P.O.C
T.P.O.B
S49°21'55"E 1254.45'
30'
S49°21'16"E 1320.34'
1315.00' S49°21'55"E
S49°21'16"E 2574.55'
FORMER IRVINE BOULEVARD
5281.99'
L=1107.25'
R=3776.61'
Δ=16°47'54"
S32°59'43E
(RAD)
L=1193.50'
R=1200.00'
Δ=57°00'17"
IRVINES SUBDIVISION
M.M. 1/88
PARCEL 1
696.85 ACRES
TOTAL=902.13 ACRES
RSB 171/1-49
SOUTH 1456.34'
L=2768.42'
Δ=66°05'28"
R=2400.00'
N40°35'49"E
TRABUCO ROAD
913.00' N49°19'46"W
MOST N'LY COR. LOT 279, BLOCK 140, MM 1/88
N40°39'31"E 1675.66'
N49°39'37"W
(RAD)
1446.32' N49°14'49"W
Δ=90°11'43"
R=1000.00'
L=1574.20'
L=1038.99'
R=2500.00'
Δ=23°48'43"
0 500' 1000'
SCALE: 1"=1000'
SEE SHEET 2 OF 2 FOR CURVE AND LINE TABLE
DESCRIPTION: Those portions of Lots 359 and 370 of Block 120, Lots 360 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, Lots 279 and 280 of Block 140, in the unincorporated territory of the County of Orange, State of California, shown on the Irvine's Subdivision filed in Book 1, Page 88, in the Office of said County.
MCAS-EL TORO
SHEET 1 OF 2
PSOMAS
SCALE 1" = 1000'
DRAFTED CN
CHECKED JCH
DATE APRIL 2003
JOB NUMBER 2NOR060100 T3

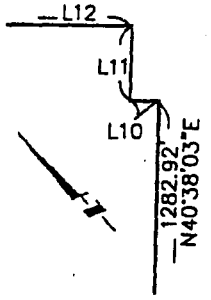
EXHIBIT A-1

EXHIBIT B

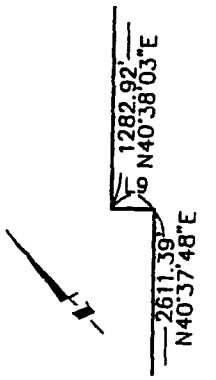


DETAIL "D"
SCALE 1"=400'

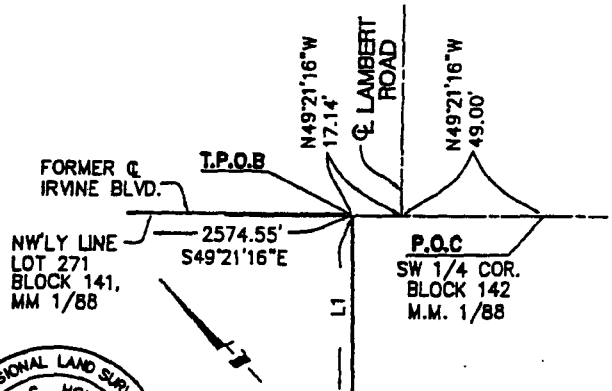
LINE TABLE		
NO.	LENGTH	BEARING
L1	208.48	S40°12'23"W
L2	353.80	S66°05'28"W
L3	235.22	S42°16'45"W
L4	281.26	N49°51'20"W
L5	275.57	S41°14'17"W
L6	817.62	N49°21'34"W
L7	400.00	N49°19'46"W
L8	217.80	S40°36'53"W
L9	30.00	N49°20'54"W
L10	20.01	N49°13'29"W
L11	53.18	N40°37'45"E
L12	690.50	N49°30'48"W
L13	151.34	N40°59'05"W
L14	512.76	N53°35'30"W
L15	95.00	N86°29'26"W
L16	525.89	S56°43'54"W
L17	127.13	S80°10'23"W
L18	134.50	N71°34'21"W
L19	91.30	S78°06'29"W
L20	45.20	S47°19'54"W
L21	351.20	S40°17'49"W
L22	100.00	S50°17'49"W
L23	48.20	S89°45'29"W
L24	41.81	S40°38'46"W
L25	627.28	N49°42'16"W
L26	217.80	N40°36'53"E



DETAIL "C"
SCALE 1"=100'



DETAIL "B"
SCALE 1"=100'



DETAIL "A"
SCALE 1"=50'



DESCRIPTION: These portions of Lots 359 and 370 of Block 120, Lots 380 and 389 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, Lots 279 and 280 of Block 140, in the unincorporated territory of the County of Orange, State of California, shown on the Irvine's Subdivision filed in Book 1, Page 88, in the Office of said County.

MCAS-EL TORO

SHEET 2 OF 2

PSOMAS

SCALE 1"=50'
DRAFTED CN
CHECKED JCH
DATE APRIL 2003
JOB NUMBER 2NOR060100 T3

EXHIBIT A-I

LEGAL DESCRIPTION

Exhibit "A"

Parcel 2

In the City of Irvine, County of Orange, State of California, being those portions of Lots 303 and 306 of Block 173, Lots 281 through 284 inclusive, of Block 155, Lot 280 of Block 140, Lots 271, 272 and 277 of Block 141, Lots 273 through 276 inclusive, of Block 154, Lots 299, 300 and 302 of Block 174, Lots 362, 363, 366 and 367 of Block 153, and Lot 313 of Block 175 of Irvine's Subdivision, as shown on map filed in Book 1, Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above maps on file in the Recorder's Office of said County, lying easterly of the following described line:

Commencing at the southwest quarter corner of Block 142 of said Irvine's Subdivision, said quarter corner being shown on said Record of Survey; thence along the northeasterly line of said Lot 271, said line being also along the former centerline of Irvine Boulevard, as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard to the **True Point of Beginning**; thence leaving said centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears North 32°59'43" West; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southerly along said curve 2226.96 feet through a central angle of 53°09'53"; thence non-tangent to said curve South 39°16'19" East 1519.69 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2100.00 feet, a radial line to the beginning of said curve

bears North 58°27'48" West; thence southerly along said curve 1155.88 feet through a central angle of 31°32'12"; thence non-tangent to said curve South 00°57'09" West 276.56 feet; thence North 89°02'51" West 141.47 feet; thence South 00°57'09" West 221.51 feet to the beginning of a curve concave northeasterly having a radius of 120.00 feet; thence southerly, southeasterly and easterly along said curve 188.50 feet through a central angle of 90°00'00"; thence South 89°02'51" East 38.00 feet; thence South 00°57'09" West 396.66 feet to the beginning of a curve concave westerly having a radius of 1200.00 feet; thence southerly along said curve 813.74 feet through a central angle of 38°51'11"; thence South 39°48'20" West 226.79 feet to the beginning of a curve concave easterly having a radius of 900.00 feet; thence southerly along said curve 605.19 feet through a central angle of 38°31'40"; thence South 01°16'40" West 129.84 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1600.00 feet, a radial line to the beginning of said curve bears North 01°09'46" East; thence easterly, southeasterly, southerly and southwesterly along said curve 3582.01 feet through a central angle of 128°16'17" to a point on a line parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Block 155, said point lying distant along said parallel line North 49°20'21" West 616.16 feet from the southeasterly line of said Lot 283; thence along said parallel line South 49°20'21"East 616.16 feet to said southeasterly line; thence along a line that is parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Block 173, South 49°20'18" East 1220.06 feet to the terminus of the herein described line.

Excepting therefrom the 970.435 acre parcel shown on Record of Survey 98-1077, filed in Book 173, Pages 28 through 31, inclusive, in the office of the County Recorder of said County.

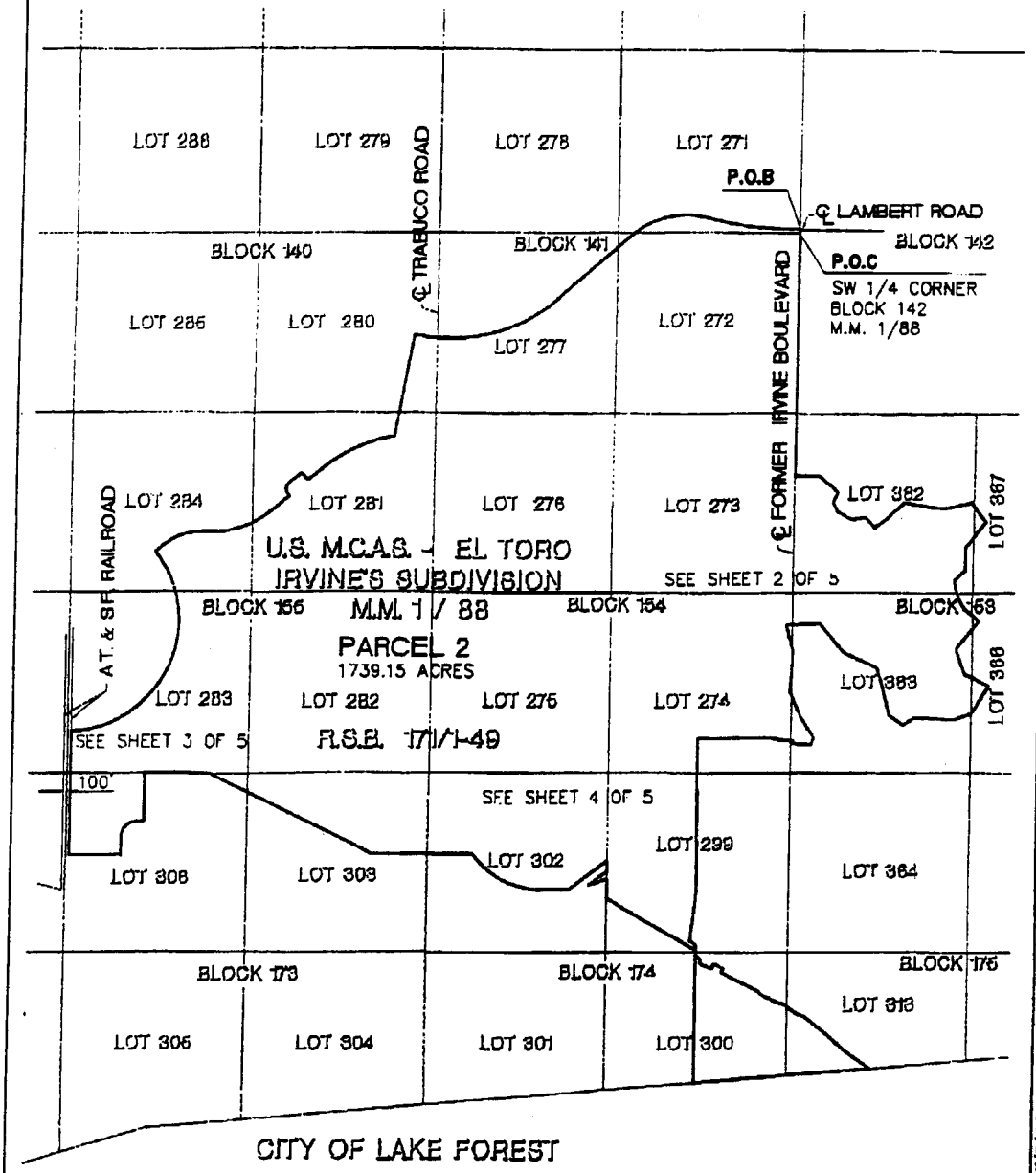
Containing 1752.43 acres, more or less.

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

The distances shown hereon are ground distances.

As shown on Exhibit "B" attached hereto and made a part hereof.

EXHIBIT B



CITY OF LAKE FOREST
RANCHO CANADA DE LOS ALISOS
M.R.L.A. CO 3/290-291

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
Expires: 06/31/05
STATE OF CALIFORNIA

0 1000' 2000'
SCALE: 1"=2000'

SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 309 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 299 & 302 of Block 174, Lots 382, 383, 386, & 387 of Block 153, Lots 313, 314, 384, & 385 of Block 175, Lots 315 & 390 of Block 176, Lot of Block 390, and Lot 389 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 2	6/4/03
REV 3	9/29/04

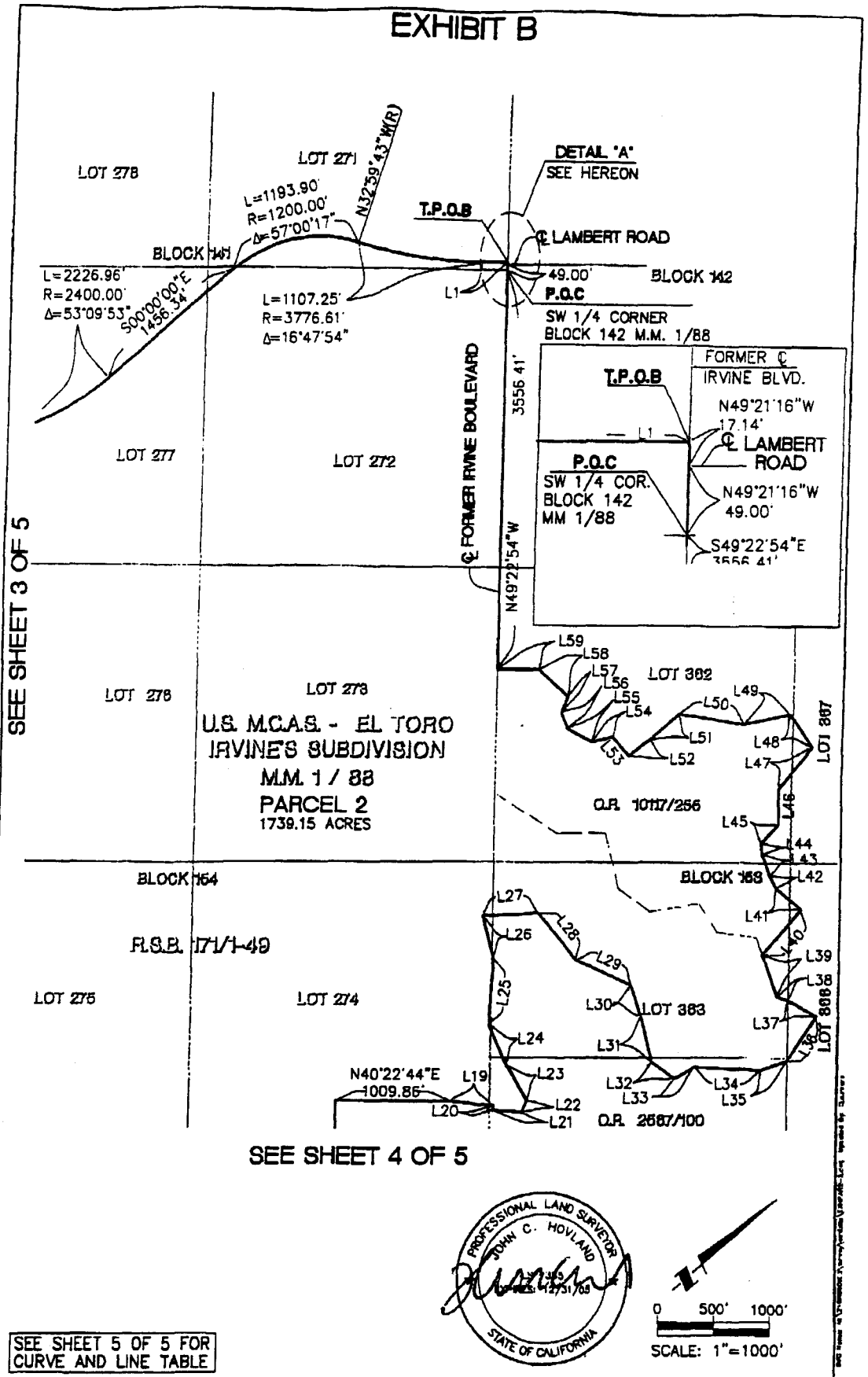
SHEET 1 OF 5

PSOMAS

SCALE	1" = 2000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT A-II

EXHIBIT B



SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 275 of Block 154, Lots 299 & 302 of Block 174, Lots 362, 363, 366, & 367 of Block 153, Lots 313, 314, 384, & 385 of Block 175, Lots 315 & 380 of Block 176, Lot of Block 380, and Lot 389 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 2	6/4/03
REV 3	9/29/04

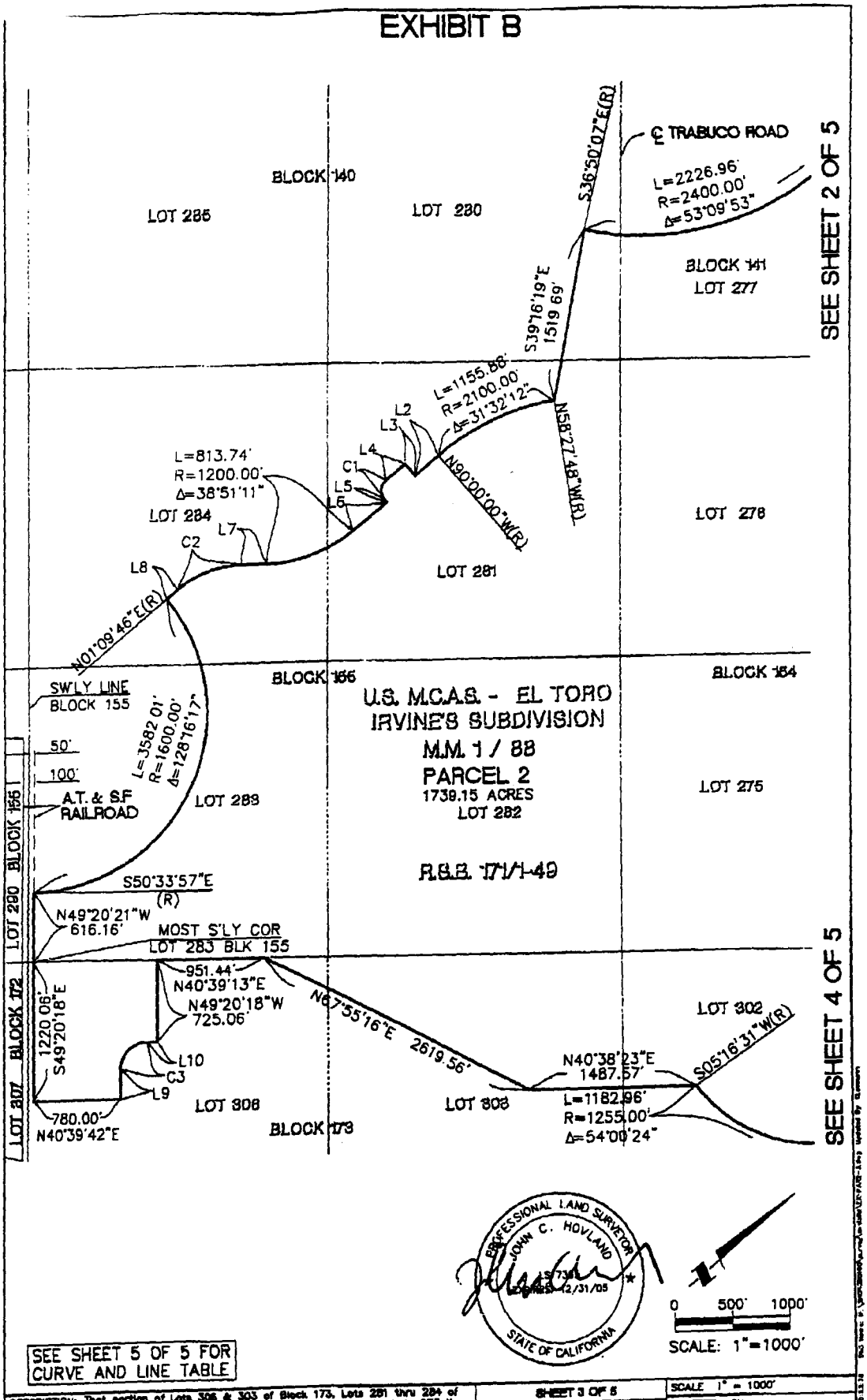
SHEET 2 OF 5

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT A–II

EXHIBIT B



SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 278 of Block 154, Lots 299 & 302 of Block 174, Lots 362, 363, 366, & 367 of Block 153, Lots 313, 314, 364, & 365 of Block 175, Lots 315 & 360 of Block 176, Lot of Block 380, and Lot 369 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 2	6/4/03
REV 3	6/28/04

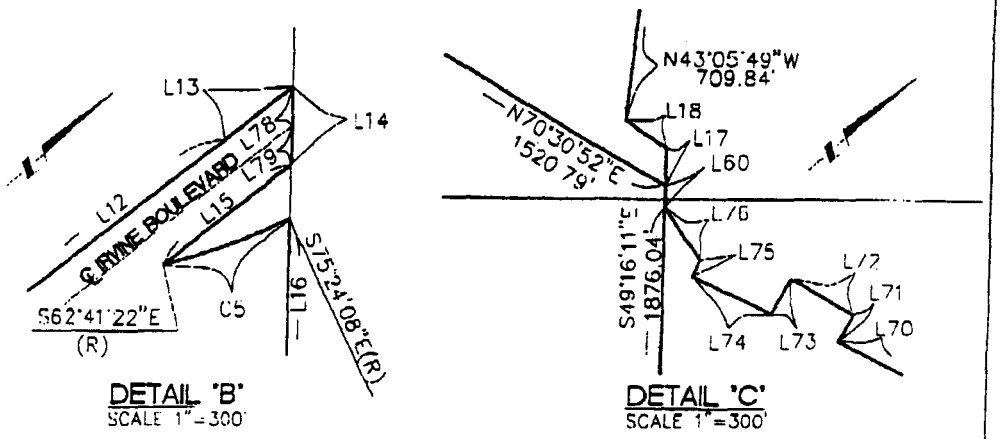
SHEET 3 OF 5

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR080100 T3

EXHIBIT A-II

EXHIBIT B



DETAIL "B"
SCALE 1"=300'

DETAIL "C"
SCALE 1"=300'

SEE SHEET 2 OF 5

SEE SHEET 3 OF 5

LOT 275 BLOCK 154 LOT 274

U.S. M.C.A.S. - EL TORO
IRVINE'S SUBDIVISION
M.M. 1 / 88
PARCEL 2
1739.15 ACRES

N40°38'23"E 1487.57'
S05°16'31"W (R)
LOT 302
S57°06'29"E (R)
L=1182.96'
R=1255.00'
Δ=54°00'24"
C4
L11
S62°41'22"E (R)
L13
L14
L12
C5
L16
DETAIL "B" SEE HEREON
DETAIL "C" SEE HEREON
1009.86'
S40°22'44"W
BLOCK 153
LOT 383
N49°37'06"W 2277.1'
LOT 299
N43°05'49"W
709.84'
1520.79'
N70°30'52"E
L18
L17
L60
L76
L75
L72
L71
L70
L73
L74
L69
L68
L67
L66
L65
L64
L63
L62
L61
BLOCK 174
BLOCK 176
LOT 318
R.S.B. 171/1-49
LOT 301
LOT 300
N49°16'11"W 1876.04'
PARCEL 2
S35°55'17"W 2559.12'

CITY OF LAKE FOREST
RANCHO CANADA DE LOS ALISOS
M.R.L.A. CO 3/290-291

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
STATE OF CALIFORNIA

0 500' 1000'
SCALE: 1"=1000'

SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 298 & 302 of Block 174, Lots 352, 353, 368, & 367 of Block 153, Lots 313, 314, 364, & 365 of Block 175, Lots 315 & 390 of Block 176, Lot of Block 390, and Lot 389 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 2	6/4/03
REV 3	9/29/04

SHEET 4 OF 5

PSOMAS
3161 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8813

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT A-II

EXHIBIT B

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L1	208.48	S40°12'23"W
L2	276.56	S00°57'09"W
L3	141.47	N89°02'51"W
L4	221.51	S00°57'09"W
L5	38.00	S89°02'51"E
L6	396.66	S00°57'09"W
L7	226.79	S39°48'20"W
L8	129.84	S01°16'40"W
L9	265.16	N49°20'18"W
L10	100.00	N40°39'42"E
L11	249.30	N41°16'07"E
L12	516.75	N03°38'44"E
L13	176.68	N02°41'27"E
L14	159.99	S49°15'52"E
L15	332.04	S02°41'27"W
L16	282.44	S49°15'52"E
L17	77.98	N49°16'11"W
L18	103.60	S74°22'29"W
L19	378.73	N47°00'59"E
L20	36.97	S43°46'25"E
L21	253.88	N44°10'35"E
L22	114.34	N27°59'45"W
L23	358.80	N80°16'46"W
L24	395.26	N73°37'35"W
L25	600.49	N46°14'31"W
L26	386.94	N64°33'36"W
L27	485.85	N37°18'55"E
L28	542.47	S89°00'03"E
L29	542.88	N65°05'59"E
L30	292.98	S67°02'19"E
L31	419.52	S64°00'47"E
L32	250.57	N77°23'57"E
L33	202.52	N08°37'42"E
L34	602.13	N43°04'22"E
L35	245.79	N19°58'15"E
L36	469.87	N17°07'55"W
L37	284.78	S69°29'32"W
L38	103.05	S58°28'51"W
L39	400.68	N69°03'15"W
L40	525.37	N09°57'17"W
L41	290.35	S81°17'11"W
L42	124.67	N78°49'46"W
L43	203.08	N68°35'40"W
L44	104.09	N56°18'27"W
L45	216.34	N06°22'01"W
L46	325.40	N49°06'35"W
L47	477.81	N11°45'54"W
L48	360.00	N84°51'40"W
L49	417.78	S27°40'18"W
L50	598.73	S48°36'32"W
L51	344.48	S02°59'41"E
L52	228.32	S03°00'59"W
L53	220.14	S87°55'12"W
L54	186.94	S26°01'09"W
L55	255.62	S69°51'58"W
L56	156.90	N72°56'54"W

CURVE TABLE			
NO.	LENGTH(FT)	RADIUS	DELTA
C1	188.50	120.00	90°00'00"
C2	605.19	900.00	38°31'40"
C3	361.28	230.00	90°00'00"
C4	183.48	1255.00	08°22'36"
C5	278.46	1255.00	12°42'46"
C6	457.83	955.00	27°28'04"
C7	506.24	845.00	34°19'33"
C8	133.34	211.96	36°02'33"
C9	603.27	646.25	53°29'05"

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L57	151.70	N24°32'07"W
L58	367.42	S83°17'33"W
L59	358.95	S40°40'32"W
L60	45.06	S49°16'11"E
L61	476.64	N76°05'15"E
L62	320.43	N82°25'15"E
L63	165.87	N78°20'15"E
L64	265.63	N79°45'15"E
L65	103.32	N55°15'15"E
L66	257.59	N75°55'15"E
L67	34.25	N44°40'15"E
L68	290.62	N64°40'15"E
L69	78.87	N88°45'15"E
L70	612.07	N67°20'15"E
L71	65.00	S21°00'30"E
L72	155.00	N68°59'30"E
L73	83.12	N21°00'30"W
L74	184.71	N65°30'27"E
L75	37.00	S23°59'33"E
L76	132.97	S84°39'33"E
L77	438.55	S19°46'09"E
L78	79.99	S49°15'52"E
L79	80.00	S49°15'52"E

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
No. 7355
Exp. 12/31/06
STATE OF CALIFORNIA

0 250' 500'
SCALE: 1"=500'

DESCRIPTION: That portion of Lots 306 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 299 & 302 of Block 174, Lots 382, 383, 386, & 387 of Block 153, Lots 313, 314, 364, & 365 of Block 175, Lots 315 & 360 of Block 175, Lot of Block 380, and Lot 388 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1, Page 88.

MCAS-EL TORO

REV 1	5/27/03
REV 2	6/4/03

SHEET 5 OF 5

PSOMAS
307 Fst Hill Avenue
Suite 200
Santa Ana, CA 92705
(714) 755-7272 Fax(714)545-8851

SCALE	1" = 500'
DRAFTED	CN
CHECKED	JH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT A-II

LEGAL DESCRIPTION

Exhibit "A"

Parcel 3A-1

In the City of Irvine, County of Orange, State of California, being those portions of Lots 290 of Block 156, and Lots 307 and 310 of Block 172 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, and also those portions of Parcels 1A and 2, described in the deed recorded in Book 11831, Page 1062 and Book 11253, Page 959 of Official Records, lying within the U.S. M.C.A.S. El Toro property, all as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying northerly of the following described line:

Beginning at the intersection of the centerline of Alton Parkway with the westerly line of said Parcel 2, said intersection being also the beginning of a non-tangent curve concave northeasterly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 37°36'19" West, (shown as South 37°36'05" West on said Record of Survey); thence southeasterly along said curve and said centerline 815.37 feet through a central angle of 25°57'15"; thence leaving said centerline South 04°46'49" West 323.29 feet to the beginning of a curve concave easterly having a radius of 1400.00 feet; thence southerly along said curve 616.04 feet through a central angle of 25°12'42"; thence South 20°25'53" East 490.17 feet; thence North 40°26'55" East 1130.96 feet to the beginning of a curve concave northwesterly having a radius of 417.00 feet; thence northeasterly along said curve 299.22 feet through a central angle of 41°06'48" to the beginning of a reverse curve concave southeasterly having a radius of 518.00 feet, a radial line to the beginning of said curve bears South 89°20'07" West; thence northeasterly along said curve 265.18 feet through a central angle of 29°19'55"; thence non-tangent to said curve North 09°24'49" West 60.00 feet to a point on said centerline; thence North 80°35'11" East 399.69 feet along said centerline to the beginning of a non-tangent curve concave northerly having a radius of 1800.00 feet, a radial line to the

beginning of said curve, bears South 08°31'46" East; thence easterly along said curve 496.71 through a central angle of 15°48'39" to the easterly line of said Parcel 2.

Together with the following described parcel:

Parcel 3A-2

In the City of Irvine, County of Orange, State of California, being those portions of Lots 279, 280, 285, and 286 of Block 140, and Lots 281, 283, and 284 of Block 155 of Irvine's Subdivision, as shown on a map filed in Book 1 Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S. El Toro property, and as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, all of the records of said County, described as follows:

Commencing at the southwest quarter corner of Block 142 said quarter corner being shown on said Record of Survey; thence along the northeasterly line of said Lot 271, said line being also the former centerline of Irvine Boulevard, as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard; thence leaving said former centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears South 32°59'43" East; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southwesterly along said curve 2226.96 feet through a central angle of 53°09'53" to the **True Point of Beginning;** thence South 39°16'19" East 1519.69 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2100.00 feet, a radial line to the beginning

of said curve bears North 58°27'48" West; thence southerly along said curve 1155.88 feet through a central angle of 31°32'12"; thence non-tangent to said curve South 00°57'09" West 276.56 feet; thence North 89°02'51" West 141.47 feet; thence South 00°57'09" West 221.51 feet to the beginning of a curve concave northeasterly having a radius of 120.00 feet; thence southeasterly along said curve 188.50 feet through a central angle of 90°00'00"; thence South 89°02'51" East 38.00 feet; thence South 00°57'09" West 396.66 feet to the beginning of a curve concave westerly having a radius of 1200.00 feet; thence southerly along said curve 813.74 feet through a central angle of 38°51'11"; thence South 39°48'20" West 226.79 feet to the beginning of a curve concave easterly having a radius of 900.00 feet; thence southerly along said curve 605.19 feet through a central angle of 38°31'40"; thence South 01°16'40" West 129.84 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1600.00 feet, a radial line to the beginning of said curve bears North 01°09'46" East; thence easterly, southeasterly, southerly and southwesterly along said curve 3582.01 feet through a central angle of 128°16'17" to a point on a line parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Blocks 155 and 140, said point lying distant along said parallel line North 49°20'21" West 616.16 feet from the southeasterly line of said Lot 283; thence North 49°20'21" West 9954.02 feet along said parallel line to a point on the northwesterly line of said Lot 286; thence North 40°39'31" East 3554.68 feet along the northwesterly line of said Lots 286 and 279 to a point lying distant thereon South 49°39'31" West 1675.66 feet from the most northerly corner of said Lot 279; thence South 49°21'34 East 817.62 feet; thence North 41°14'17" East 275.57 feet; thence South 49°14'49" East 1446.32 feet to the beginning of a non-tangent curve concave easterly having a radius of 1000.00 feet, a radial line to the beginning of said curve bears North 49°39'37" West; thence southwesterly, southerly, and southeasterly along said curve 1574.20 feet through a central angle of 90°11'43"; thence South 49°51'20" East 281.26 feet; thence North 42°16'45" East 235.22 feet to the beginning of a curve concave southeasterly having a radius of 2500.00 feet; thence northeasterly along said curve 1038.99 feet through a central angle of 23°48'43"; thence North 66°05'28" East 353.80 feet to the beginning of a curve concave northwesterly having a radius of

2400 feet; thence northeasterly along said curve 541.46 feet through a central angle of 12°55'35" to the **True Point of Beginning.**

Containing 862.84 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

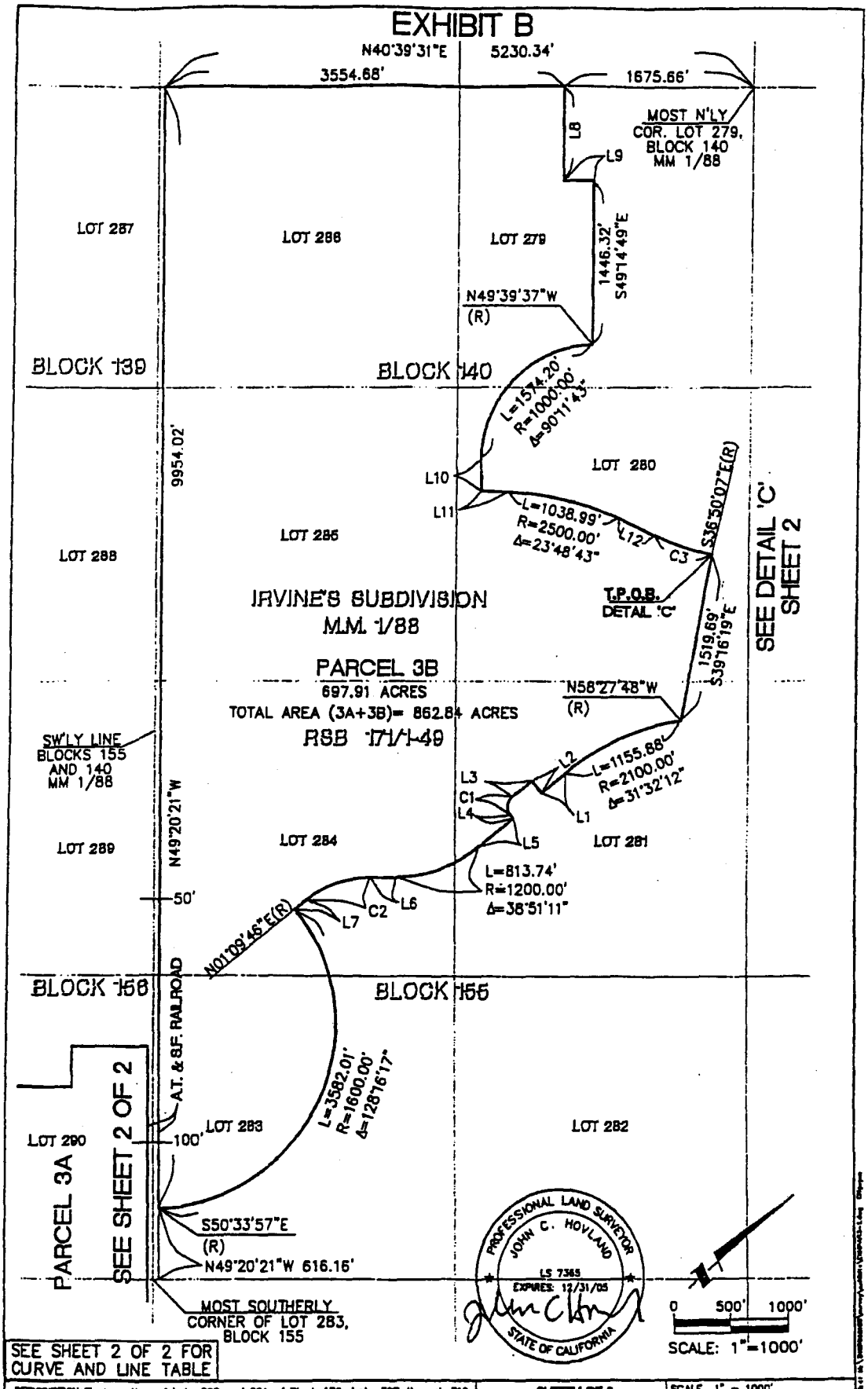
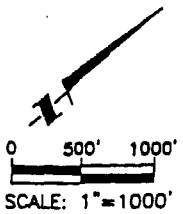
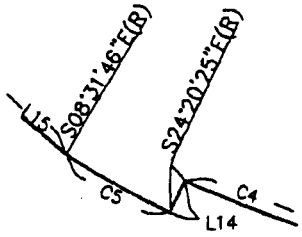


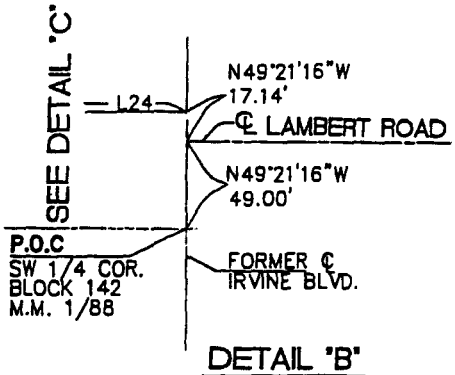
EXHIBIT A–III

EXHIBIT B

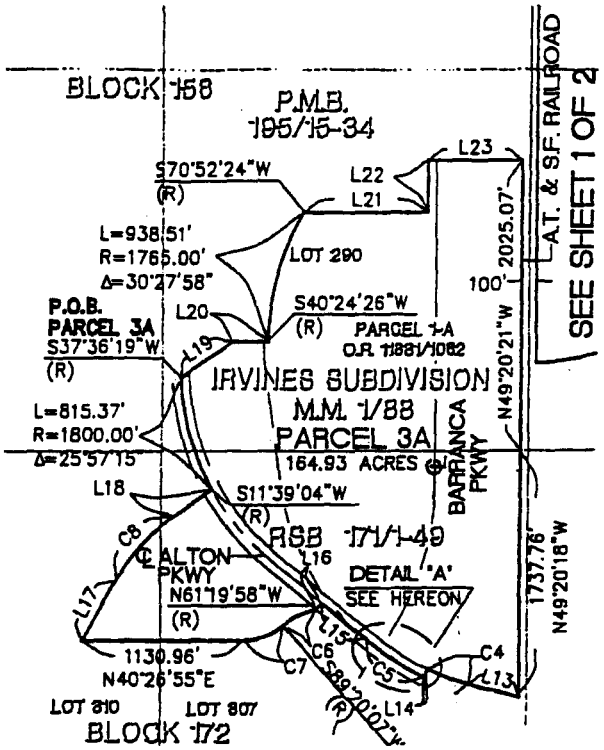


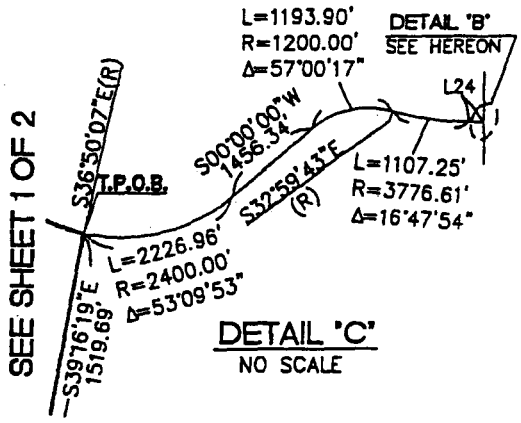


DETAIL "A"
NO SCALE



DETAIL "B"
NO SCALE





DETAIL "C"
NO SCALE

LINE TABLE		
NO.	LENGTH (FT)	BEARING
L1	276.56	S00°57'09"W
L2	141.47	N89°02'51"W
L3	221.51	S00°57'09"W
L4	38.00	S89°02'51"E
L5	396.66	S00°57'09"W
L6	226.79	S39°48'20"W
L7	129.84	S01°16'40"W
L8	817.62	S49°21'34"E
L9	275.57	N41°14'17"E
L10	281.26	S49°51'20"E
L11	235.22	N42°16'45"E
L12	353.80	N66°05'28"E
L13	363.30	N55°30'00"E
L14	60.00	N24°20'25"W
L15	399.69	N80°35'11"E
L16	60.00	N09°24'49"W
L17	490.17	S20°25'53"E
L18	323.29	S04°46'49"W
L19	444.45	S05°36'08"W
L20	245.00	S40°24'26"W
L21	871.70	S40°39'39"W
L22	359.93	S49°20'21"E
L23	665.29	S40°39'39"W
L24	208.48	S40°12'23"W

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C1	188.50	120.00	90°00'00"
C2	605.19	900.00	38°31'40"
C3	541.46	2400.00	12°55'35"
C4	308.54	1740.00	10°09'35"
C5	496.71	1800.00	15°48'39"
C6	265.18	518.00	29°19'55"
C7	299.22	417.00	41°06'48"
C8	616.04	1400.00	25°12'42"

DESCRIPTION: That portion of Lots 290 and 291 of Block 158, Lots 307 through 310 of Blocks 172, Lots 278, 280, 285, and 286 of Block 140, Lots 281, 283, and 284 of Block 153, in the unincorporated territory of the County of Orange, State of California, as shown on Irvine's Subdivision filed in Book 1 Page 88.

MCAS-EL TORO

SHEET 2 OF 2

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

LEGAL DESCRIPTION

Exhibit A

Parcel 4

In the City of Irvine, County of Orange, State of California, being those portions of Lots 290 and 291 of Block 156, and Lots 307 through 310 inclusive of Block 172 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, and also those portions of Parcels 2 and 3, described in the deed recorded in Book 11831, Page 1062, of Official Records, all lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying southerly of the following described line:

Beginning at the intersection of the centerline of Alton Parkway with the westerly line of said Parcel 2, said intersection being also the beginning of a non-tangent curve concave northeasterly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 37°36'19" West; thence southeasterly along said curve and said centerline 815.37 feet through a central angle of 25°57'15"; thence leaving said centerline South 04°46'49" West 323.29 feet to the beginning of a curve concave easterly having a radius of 1400.00 feet; thence southerly along said curve 616.04 feet through a central angle of 25°12'42"; thence South 20°25'53" East 490.17 feet; thence North 40°26'55" East 1130.96 feet to the beginning of a curve concave northwesterly having a radius of 417.00 feet; thence northeasterly along said curve 299.22 feet through a central angle of 41°06'48" to the beginning of a reverse curve concave southeasterly having a radius of 518.00 feet, a radial line to the beginning of said curve bears South 89°20'07" West; thence northeasterly along said curve 265.18 feet through a central angle of 29°19'55"; thence non-tangent to said curve North 09°24'49" West 60.00 feet to a point on said centerline; thence North 80°35'11" East 399.69 feet along said centerline to the beginning of a non-tangent curve concave northerly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 08°31'46" East;

thence easterly along said curve 496.71 feet through a central angle of 15°48'39" to the easterly line of said Parcel 2.

Containing 201.71 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

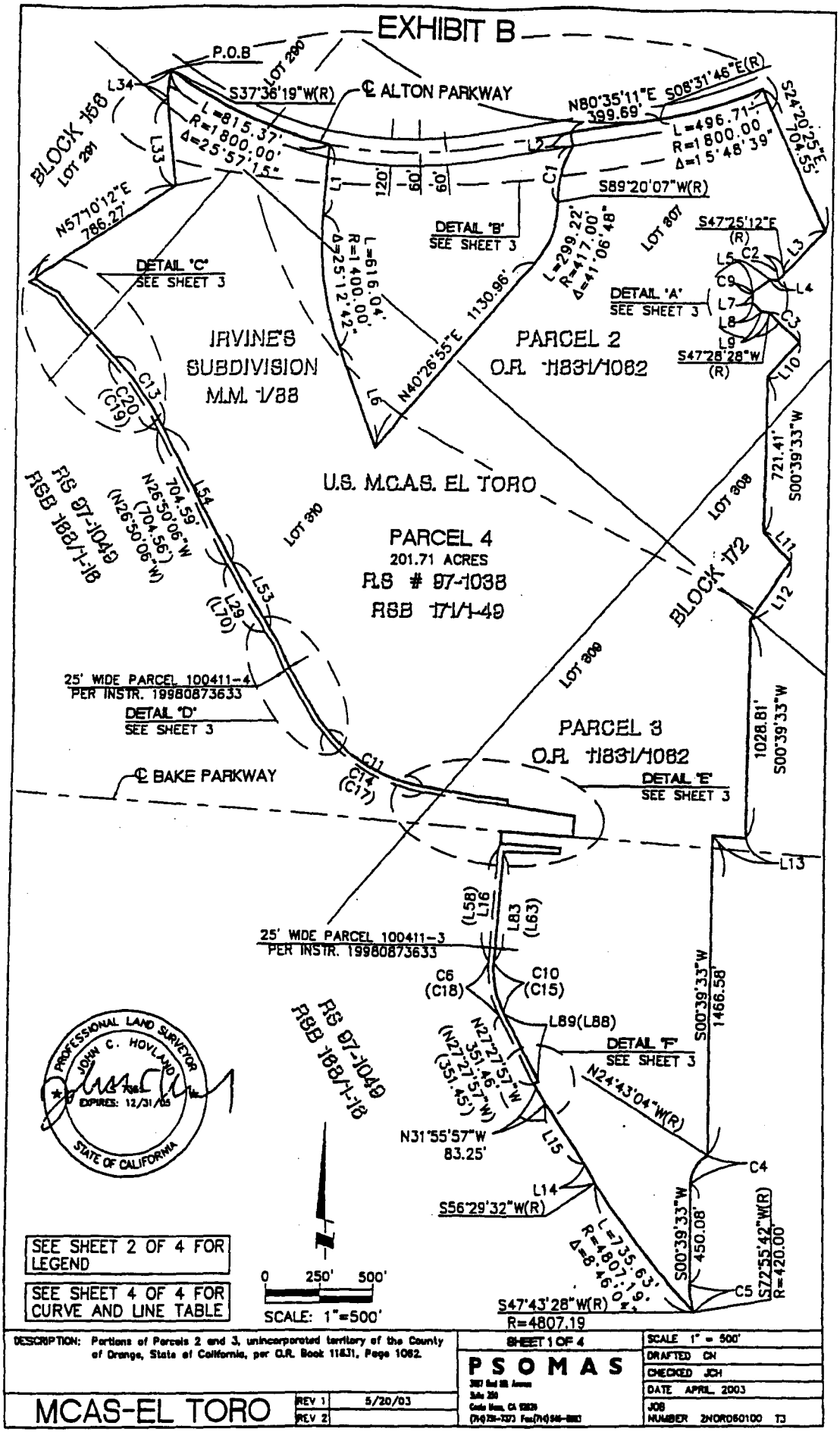
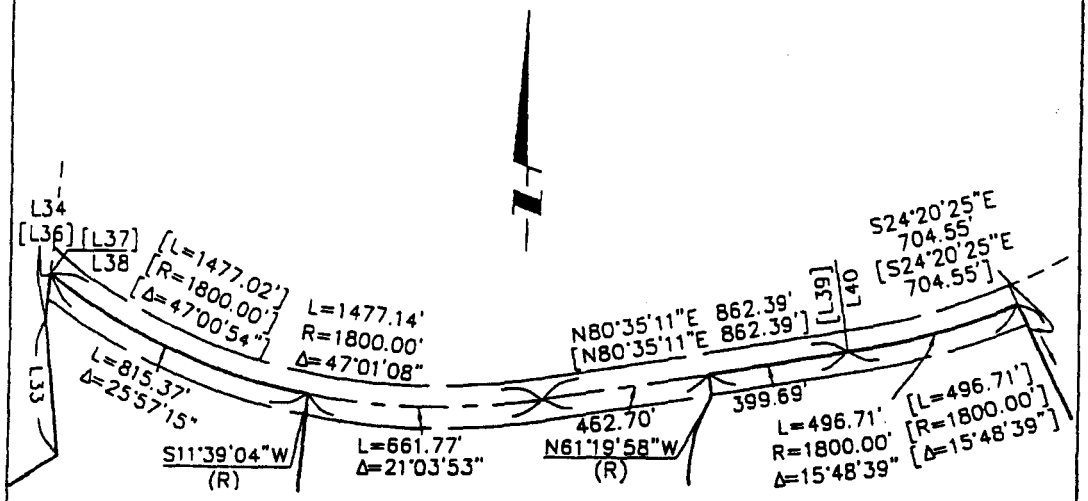
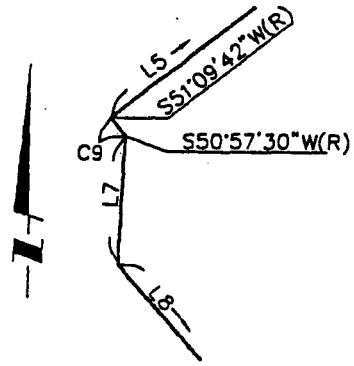

EXHIBIT B
P.O.B
L34
S37°36'19"W(R)
℄ ALTON PARKWAY
N80°35'11"E 399.69'
S08°31'46"E(R)
L=815.37'
R=1800.00'
Δ=25°57'15"
L=496.71'
R=1800.00
Δ=15°48'39"
S24°20'04"E
BLOCK 158
LOT 201
L33
N57°10'12"E 786.27'
L1
120'
60'
60'
L2
C1
S89°20'07"W(R)
DETAIL 'B'
SEE SHEET 3
L=616.04'
R=1400.00'
Δ=25°12'42"
L=299.22'
R=417.00'
Δ=41°06'48"
LOT 807
S47°25'12"E (R)
L3
L5
C2
C8
L4
L7
L8
L9
C3
S47°28'28"W (R)
L10
DETAIL 'C'
SEE SHEET 3
DETAIL 'A'
SEE SHEET 3
IRVINE'S
SUBDIVISION
M.M. 1/88
PARCEL 2
O.R. 11831/1062
1130.96'
N40°26'55"E
L6
C13
C20 (C19)
U.S. M.C.A.S. EL TORO
LOT 310
PARCEL 4
201.71 ACRES
R.S. # 97-1038
RSB 171/1-49
RS 97-1049
RSB 188/1-18
N26°50'06"W (704.56')
704.59'
L54
L53
L29 (L70)
LOT 808
721.41'
S00°39'33"W
L11
L12
BLOCK 172
LOT 809
25' WIDE PARCEL 100411-4
PER INSTR. 19980873633
DETAIL 'D'
SEE SHEET 3
PARCEL 3
O.R. 11831/1062
1028.81'
S00°39'33"W
DETAIL 'E'
SEE SHEET 3
℄ BAKE PARKWAY
C11
C14 (C17)
L13
(L58)
L16
L83
(L63)
25' WIDE PARCEL 100411-3
PER INSTR. 19980873633
C6 (C18)
C10 (C15)
L89(L88)
DETAIL 'F'
SEE SHEET 3
S00°39'33"W 1466.58'
N24°43'04"W(R)
N27°27'57"W 351.46'
(N27°27'57"W 351.45')
N31°55'57"W 83.25'
L15
C4
L14
S56°29'32"W(R)
S00°39'33"W 450.08'
L=735.63'
R=4807.19'
Δ=8°46'09"
S72°55'42"W(R)
R=4807.19
S47°43'28"W(R)
R=420.00'
C5
PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
EXPIRES: 12/31/05
STATE OF CALIFORNIA
SEE SHEET 2 OF 4 FOR LEGEND
SEE SHEET 4 OF 4 FOR CURVE AND LINE TABLE
0 250' 500'
SCALE: 1"=500'
DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1062.
SHEET 1 OF 4
PSOMAS
SCALE 1" = 500'
DRAFTED CN
CHECKED JCH
DATE APRIL 2003
JOB NUMBER 2NORD60100 T3
MCAS-EL TORO
REV 1 5/20/03
REV 2

EXHIBIT A–IV

EXHIBIT B



DETAIL "B"
SCALE 1"=400'



DETAIL "A"
SCALE 1"=40'

LEGEND

[] Record Per Record of Survey 97-1038 RSB 171/1-49.

() Record Per Quitclaim Deed Recorded December 17, 1998, Instrument No. 19980873633, O.R. and Record of Survey 97-1049, RSB 168/1-16.

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
EXPIRES: 12/31/05
STATE OF CALIFORNIA

SEE SHEET 4 OF 4 FOR CURVE AND LINE TABLE

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1062.		SHEET 2 OF 4	SCALE 1" = 500'
		PSOMAS	DRAFTED SFB
			CHECKED JCH
MCAS-EL TORO	REV 1 5/20/03		DATE APRIL, 2003
	REV 2		JOB NUMBER 2NOR060100 T3

EXHIBIT A-IV

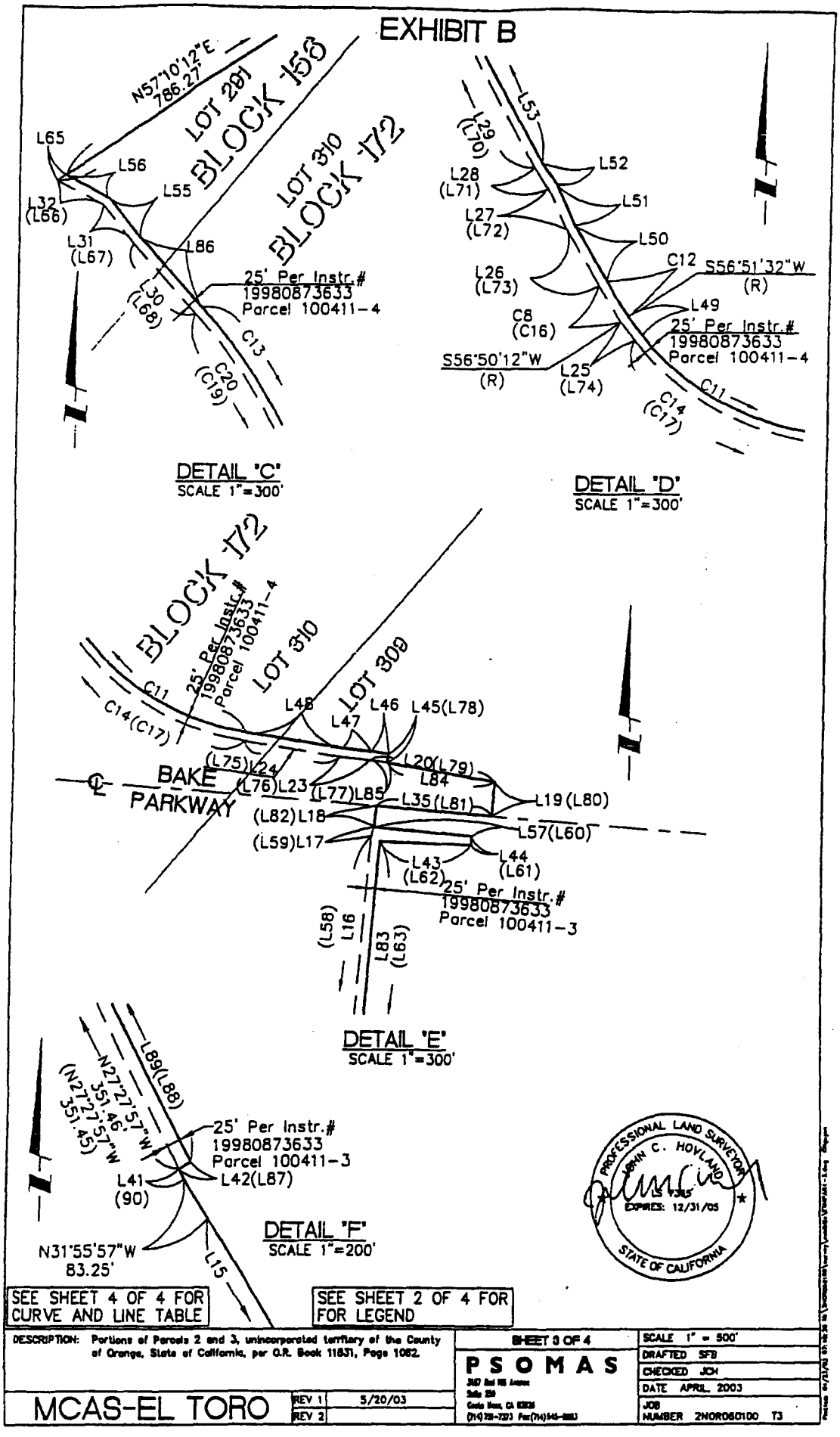

EXHIBIT B
N57°10'12"E
786.27'
LOT 291
BLOCK 158
LOT 310
BLOCK 172
L65
L56
L55
L32
(L66)
L31
(L67)
L86
L30
(L68)
25' Per Instr.#
19980873633
Parcel 100411-4
C13
C20
(C19)
DETAIL "C"
SCALE 1"=300'
L53
(L29)
L28
(L71)
L27
(L72)
L26
(L73)
C8
(C16)
S56°50'12"W
(R)
L25
(L74)
L52
L51
L50
C12
S56°51'32"W
(R)
L49
25' Per Instr.#
19980873633
Parcel 100411-4
C14
(C17)
C11
DETAIL "D"
SCALE 1"=300'
BLOCK 172
25' Per Instr.#
19980873633
Parcel 100411-4
C11
C14(C17)
LOT 310
LOT 309
L48
L47
L46
L45(L78)
(L75)L24
(L76)L23
(L77)L85
L20(L79)
L84
L35(L81)
L19 (L80)
BAKE
PARKWAY
(L82)L18
(L59)L17
L57(L60)
L43
(L62)
L44
(L61)
25' Per Instr.#
19980873633
Parcel 100411-3
(L58)
L16
L83
(L63)
DETAIL "E"
SCALE 1"=300'
L89(L88)
N27°27'57"W
351.46'
(N27°27'57"W
351.45')
25' Per Instr.#
19980873633
Parcel 100411-3
L41
(90)
L42(L87)
N31°55'57"W
83.25'
L15
DETAIL "F"
SCALE 1"=200'
PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
LS 7315
EXPIRES: 12/31/05
STATE OF CALIFORNIA
SEE SHEET 4 OF 4 FOR
CURVE AND LINE TABLE
SEE SHEET 2 OF 4 FOR
FOR LEGEND
DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1082.
SHEET 3 OF 4
SCALE 1" = 500'
PSOMAS
DRAFTED SFB
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2NOR060100 T3
MCAS-EL TORO
REV 1 5/20/03
REV 2

EXHIBIT A–IV

EXHIBIT B



SEE SHEET 2 OF 4 FOR FOR LEGEND

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L1	323.29	S04°46'49"W
L2	60.00	N09°24'49"W
L3	269.60	S42°34'48"W
L4	38.56	N84°39'47"W
L5	100.00	S51°09'42"W
L6	490.17	S20°25'53"E
L7	36.23	S02°49'08"W
L8	60.00	S40°47'01"E
L9	36.23	S84°23'22"E
L10	216.54	S41°25'05"W
L11	185.84	S41°30'00"E
L12	325.00	S33°11'01"W
L13	150.37	N85°20'42"W
L14	98.64	N28°16'11"W
L15	319.56	N32°20'05"W
L16	517.15	N04°39'03"E
L17	27.92	N18°51'06"E
L18	57.50	N04°38'58"E
L19	95.79	N04°38'58"E
L20	356.12	N80°29'02"W
L23	81.08	N84°45'40"W
L24	275.40	N80°28'49"W
L25	63.38	N38°20'00"W
L26	180.06	N30°52'21"W
L27	120.81	N24°13'05"W
L28	68.69	N33°52'58"W
L29	360.05	N28°55'06"W
L30	259.71	N42°50'00"W
L31	135.82	N39°25'00"W
L32	147.34	N62°43'34"W
L33	395.85	N05°37'01"W
L34	128.46	N05°36'08"E
L35	325.78	S85°21'02"E
L36	[128.17]	[N05°36'08"E]
L37	RADIAL	[S37°36'05"W]
L38	RADIAL	S37°36'19"W
L39	RADIAL	[S08°31'46"E]
L40	RADIAL	S08°31'46"E
L41	20.64	N27°27'57"W
L42	25.06	S58°37'33"W
L43	257.70	N88°21'06"W
L44	25.00	N04°38'58"E
L45	25.09	N04°38'50"E
L46	46.02	N80°29'02"W
L47	81.08	N84°45'40"W
L48	274.47	N80°28'49"W
L49	62.25	N38°20'00"W
L50	178.58	N30°52'21"W
L51	121.47	N24°13'05"W

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L52	69.72	N33°52'58"W
L53	358.51	N28°55'06"W
L54	704.13	N26°50'06"W
L55	140.23	N39°25'00"W
L56	138.12	N62°43'34"W
L57	275.50	N85°21'02"W
L58	(517.13)	(N04°39'03"E)
L59	(27.89)	(N19°11'07"E)
L60	(275.50)	(S85°20'57"E)
L61	(25.00)	(S04°39'03"W)
L62	(257.85)	(N88°21'01"W)
L63	(505.63)	(S04°39'03"W)
L65	28.84	N57°10'12"E
L66	(147.46)	(S62°43'34"E)
L67	(135.82)	(S39°25'00"E)
L68	(259.70)	(S42°50'00"E)
L70	(360.04)	(S28°55'06"E)
L71	(68.69)	(S33°52'58"E)
L72	(120.81)	(S24°13'05"E)
L73	(180.05)	(S30°52'21"E)
L74	(63.38)	(S38°20'00"E)
L75	(275.39)	(S80°28'49"E)
L76	(81.05)	(S84°43'32"E)
L77	(47.21)	(S80°28'49"E)
L78	(25.09)	(N04°39'03"E)
L79	(356.11)	(S80°28'49"E)
L80	(95.79)	(S04°39'03"W)
L81	(325.78)	(S85°20'57"E)
L82	(57.50)	(S04°39'03"W)
L83	505.72	N04°39'03"E
L84	308.91	N80°29'02"W
L85	47.21	N80°29'02"W
L86	258.97	N42°50'00"W
L87	(25.06)	(S58°37'33"W)
L88	(349.74)	(S27°27'57"E)
L89	349.74	N27°27'57"W
L90	(20.64)	(N27°27'57"W)

CURVE TABLE			
NO.	LENGTH(FT)	RADIUS(FT)	DELTA
C1	265.18	518.00	29°19'55"
C2	39.42	770.00	02°56'00"
C3	195.55	1850.00	06°03'23"
C4	157.90	140.00	64°37'23"
C5	129.97	420.00	17°43'51"
C6	260.10	464.02	32°07'00"
C8	117.55	2940.11	02°17'27"
C9	6.57	1850.00	00°12'12"
C10	246.09	439.02	32°07'00"
C11	533.33	725.03	42°08'49"
C12	115.44	2915.11	02°16'08"
C13	397.91	1425.05	15°59'54"
C14	551.72	750.03	42°08'49"
C15	(246.08)	(439.00)	(32°07'00")
C16	(117.55)	(2940.00)	(02°17'27")
C17	(551.70)	(750.00)	(42°08'49")
C18	(260.09)	(464.00)	(32°07'00")
C19	(390.91)	(1400.00)	(15°59'54")
C20	390.93	1400.05	15°59'54"

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1082.

MCAS-EL TORO

REV 1	5/20/03
REV 2	

SHEET 4 OF 4

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8383

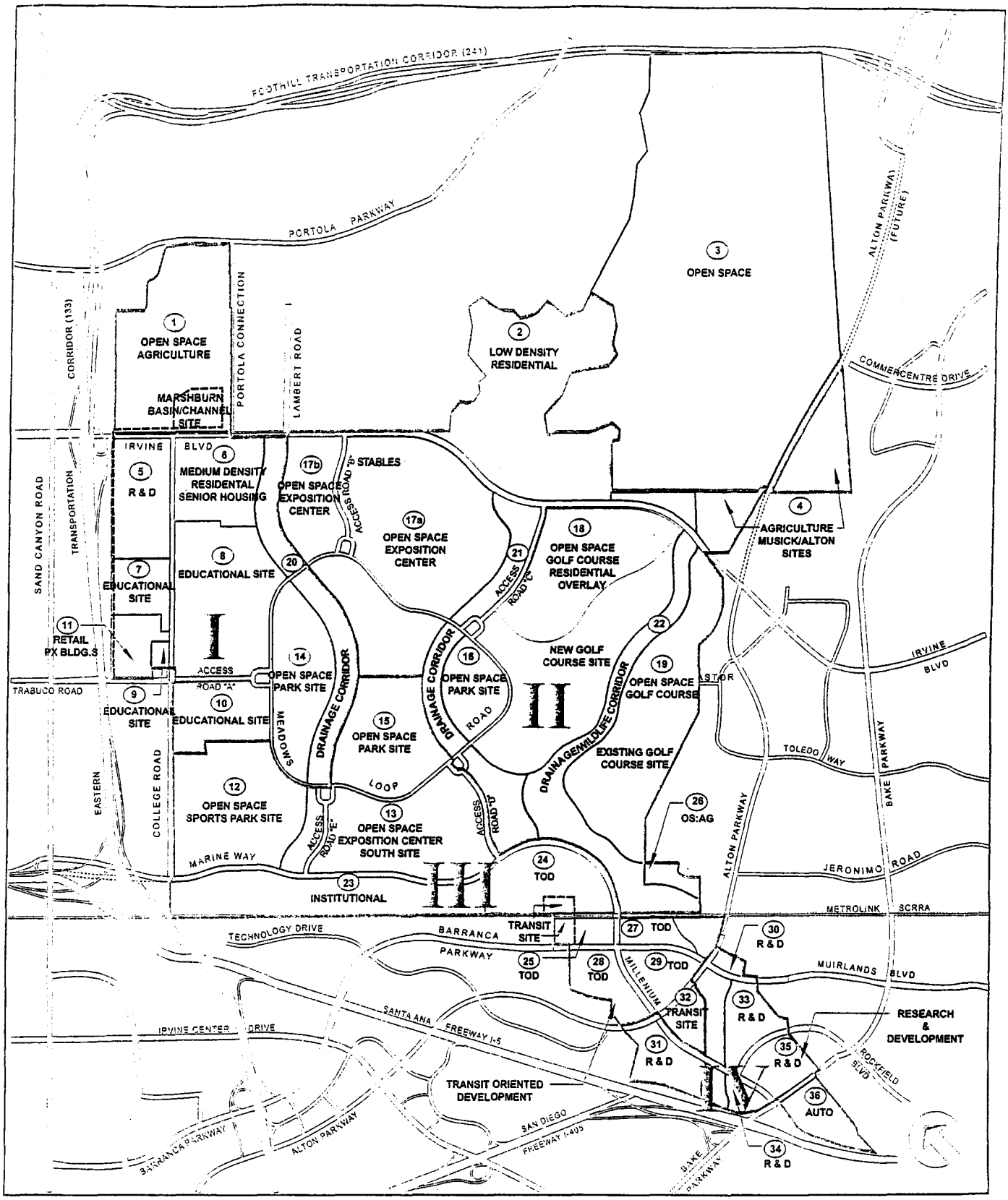
SCALE 1" = 500'
DRAFTED SFB
CHECKED JCH
DATE APRIL 2003
JOB NUMBER 2NOR060100 T3

Plotted: 5/21/03 09:48 AM By: Gregson
W:\2NOR060100\Survey\mxds\EXHIBITS\EX4B-1.dwg

EXHIBIT A–IV

EXHIBIT "B"

CONCEPTUAL OVERLAY PLAN



LEGEND

(23) Planning Area Zones

Orange County Great Park

CONCEPTUAL OVERLAY PLAN

16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoe.com

Date Prepared:
1-31-05

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

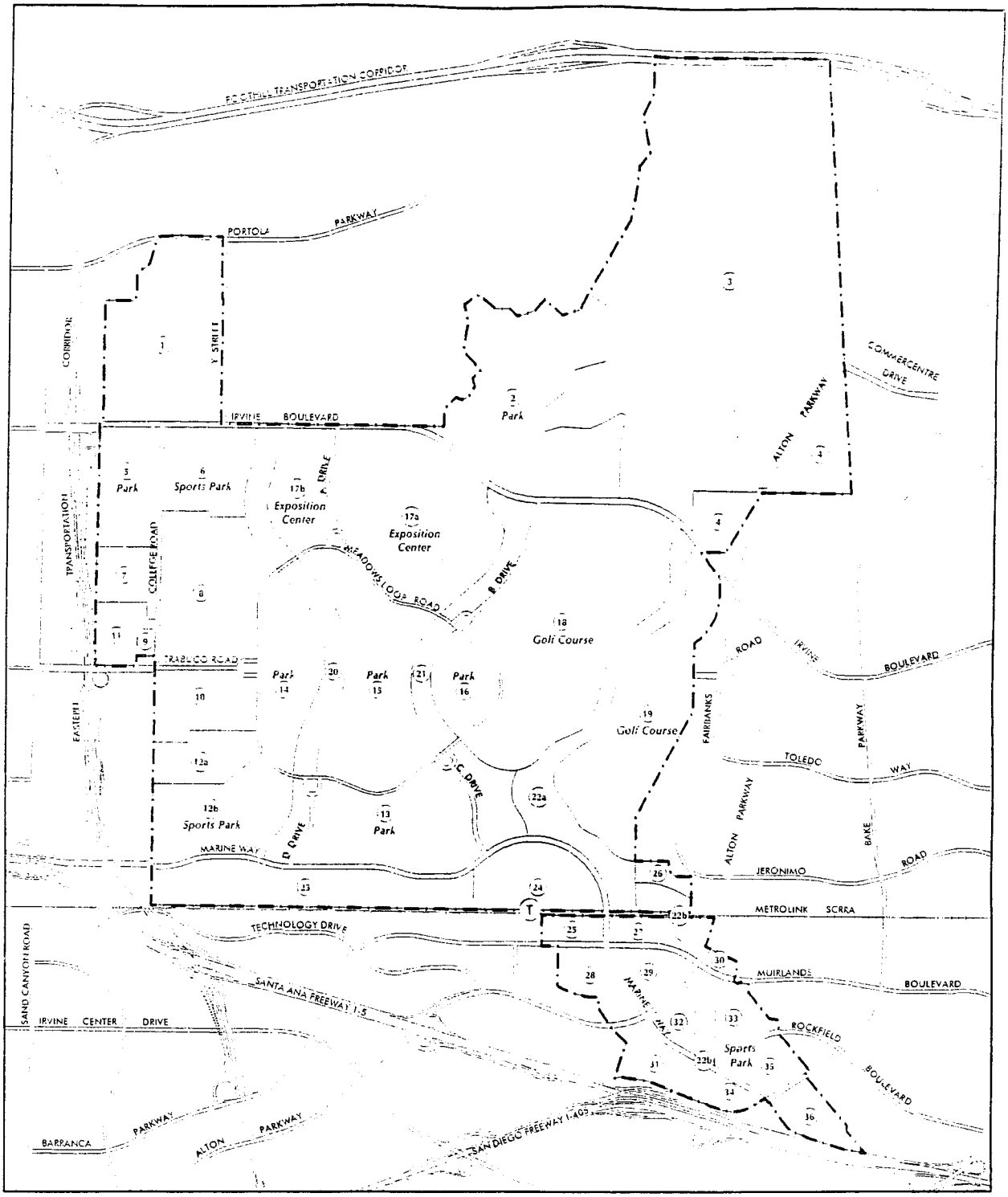
EXHIBIT "C"

GREAT PARK PLAN

Orange County Great Park

***Definition*: The development of regionally significant conservation and open space, parks and recreation, educational facilities, and other public-oriented land uses, integrated with privately developed multi-use, residential, commercial, and industrial properties, at the former MCAS EL Toro site.**

Orange County Great Park. This land use category ensures the development of a Great Park and other cultural and institutional uses at the former MCAS El Toro site. The site will serve as a countywide asset consistent with the intent of the citizens of Orange County, who adopted Measure W, the "Orange County Central Park and Nature Preserve Initiative," in March 2002. This land use category includes habitat preservation, conservation and open space, parks and recreation, education, institutional, and other public-oriented land uses as well as opportunities for the private development of agriculture, research and development, commercial, transit-oriented, and residential development. In order to develop at the maximum intensities listed in Table A-5 Overlay Plan Maximum Intensity Standards for Planning Areas 30 and 51, property-owners must enter into development agreements, which will require the dedication of land and the development or funding of infrastructure improvements in excess of the City's standard requirements and the commitment to long-term maintenance of public facilities.



Source: Fuscoe Engineering, City of Irvine, 2002

- Orange County Great Park Boundary
- Education
- Institutional
- Transportation Facilities
- Transit Oriented Development
- Research and Development
- Retail
- Auto Center
- Agriculture
- Riparian Corridor
- Wildlife Corridor
- Habitat Preserve
- Open Space
- Zone Number
- Irvine Transportation Center

0 1,500'

Figure 2
Orange County Great Park Plan 2025

Table A-4 Base Plan Maximum Intensity Standards for the Orange County Great Park (Planning Areas 30 and 51)

	Base Plan			
Land Use Type	**Acres**	**Dwelling Units**	**Square Feet**	**Other Details**
Education				
College University	308	60	1,285,000	7,637 Students
Cultural and Institutional				
Cultural / Institutional	156	--	468,000	
Institutional	100	--	300,000 263,000	County Facilities "McKinney Act" Warehousing (Buildings 319, 322, and 360)
Exposure Center	322	165	963,500	
Transportation Facilities				
OCTA Facility	35	--	122,500	
Transit-Related Uses	99	--	--	375 Parking Spaces
Remote Airport Terminal	10	--	9,000	675 Parking Spaces
Remote Airport Terminal Maintenance	10	--	44,500	
Research & Development				
Research & Development	50	--	300,000	
Auto Center				
Auto Sales, Parking & Storage	34	--	50,000	
Agriculture				
Agriculture	438	--	--	
Open Space & Recreational Uses				
Open Space / Park	446	--	--	
Sports Park	272	--	26,000	
Golf Course	576	--	25,000	54 Holes
Habitat Preserve	974	--	--	
Drainage Corridor	229	--	--	
Wildlife Corridor	179	--	--	
Cemetery	270	--	--	
Roadways				
Roadways	185	--	--	
TOTAL	4,693	225	3,856,500	

Area Data for Overlay Plan
2025

OVERLAY PLAN 2025 – BUILDOUT				
Area and Description	*Acres*	*Dwelling Units*	*Square Feet*	*Other Details*
	Quantity Type	Quantify Type	Quantity Type	Quantity Type
1 Open Space Agricultural	200 Agriculture			
Subtotal Area 1	200			
2 Open Space Cemetery	270 Open Space/Park			
Subtotal Area 2	270			
3 Open Space/ Habitat Preserve	974 Habitat Preserve			
Subtotal Area 3	974			
4 Agriculture	90 Agriculture			Portions may be used for low flow wildlife corrid. connection to Borrego Cyn Wash
Subtotal Area 4	90			
5 Open Space Park	79 Open Space/Park			
Subtotal Area 5	79			
6 Open Space Sports Park	80 Sports Park			
Subtotal Area 6	80			
7 Educational	38 College/ University		185,083 College/ University	1,102 Students
Subtotal Area 7	38		185,083	
8 Education	162 College/ University		789,035 College/ University	4,697 Students
Subtotal Area 8	162			
9 Education	5 College/ University		24,352 College/ University	145 Students
Subtotal Area 9	5		24,352	
10 Education	15 Medium Density residential 55 College/ University	60 Multiple-Family Residential	125,800 College/ University	736 Students
Subtotal Area 10	70	60	125,800	
11 Education	33 College/University		160,730 College/University	957 Students
Subtotal Area 11	33		160,730	

12a Research and Development	50 Research and Development		300,000 Research and Development	
Subtotal Area 12a	50		300,000	
12a Open Space Sports Park	115 Sports Park		26,000 Sports Park	
Subtotal Area 12b	115		26,000	
13 Open Space Park	156 Open Space/ Park		468,000 Museum/ Library Facilities	
Subtotal Area 13	156		468,000	
14 Open Space Park	103 Open Space/ Park			
Subtotal Area 14	103			
15 Open Space Park	208 Open Space/ Park			
Subtotal Area 15	208			
16 Open Space Park	56 Open Space/ Park			
Subtotal Area 16	56			
17a Open Space Exposition Center	249 Open Space/ Expo Center	165 Multiple – Family Residential	708, 000 Exposition Center	
Subtotal Area 17a	249	165	708,000	
17b Open Space Exposition Center	73 Open Space/ Expo Center		255,500 Exposition Center	
Subtotal Area 17b	73		355,500	
18 Open Space Golf Course	365 Golf Course			36 Golf Course Holes
Subtotal Area 18	365			

Area Data for Overlay Plan
2025

OVERLAY PLAN 2025 – BUILDOUT				
Area and Description	*Acres*	*Dwelling Units*	*Square Feet*	*Other Details*
	Quantity Type	Quantify Type	Quantity Type	Quantity Type
19 Open Space Golf Course	211 Golf Course		25,000 Clubhouse	18 Golf Course Holes
Subtotal Area 19	211		25,000	
20 Drainage Corridor	114 Drainage Corridor			
Subtotal Area 20	114			
21 Drainage Corridor	115 Drainage Corridor			
Subtotal Area 21	115			
22a Drainage/ Wildlife Corridor Planning Area 51	118 Wildlife Corridor			
Subtotal Area 22a	118			
22b Drainage/ Wildlife Corridor Planning Area 30	61 Wildlife Corridor			
Subtotal Area 22b	61			
23 Institutional	100 Institutional 35 OCTA Facility		300,000 institutional 122,500 OCTA Facility 263,000 McKinney Act Warehousing	Includes Salvation Army (45,000 Bldg. 360), St. Vincent De Paul (127,l000 warehouse Bldg 319, 11,000 commercial kitchen Bldg 322) Orange
Subtotal Area 23	135		685,500	
24 Transportation Facilities	81 Station-Related Public Uses			375 Parking Spaces in Structure
Subtotal Area 24	81			
25 Transit	18 Station-Related Public uses			
Subtotal Area 25	18			
26 Open Space/ Agriculture	13 Agriculture			
Subtotal Area 26	13			
27 Open Space/ Agriculture	19 Agriclture			
Subtotal Area 27	19			

28 Open Space/ Agriculture	38 Agriculture			
Subtotal Area 28	38			
29 Open Space/ Agriculture	34 Agriculture			
Subtotal Area 29	34			
30 Open Space/ Agriculture	6 Agriculture			
Subtotal Area 30	6			
31 Open Space/ Agriculture	38 Agriculture			
Subtotal Area 31	38			
32 Transit Oriented Development	Remote Airport Terminal 10 program Remote Airport Terminal 10 Maintenance		Remote Airport Terminal; 9,000 program Remote Airport Terminal 44,500 maintenance	675 Parking Spaces Parking and shuttle facility for LAX and Ontario
Subtotal Area 32	20		53,500	
33 Open Space Sports Park	35 Sports Park			
Subtotal Area 33	35			
34 Open Space Sports Park	11 Sports Park			
Subtotal Area 34	11			

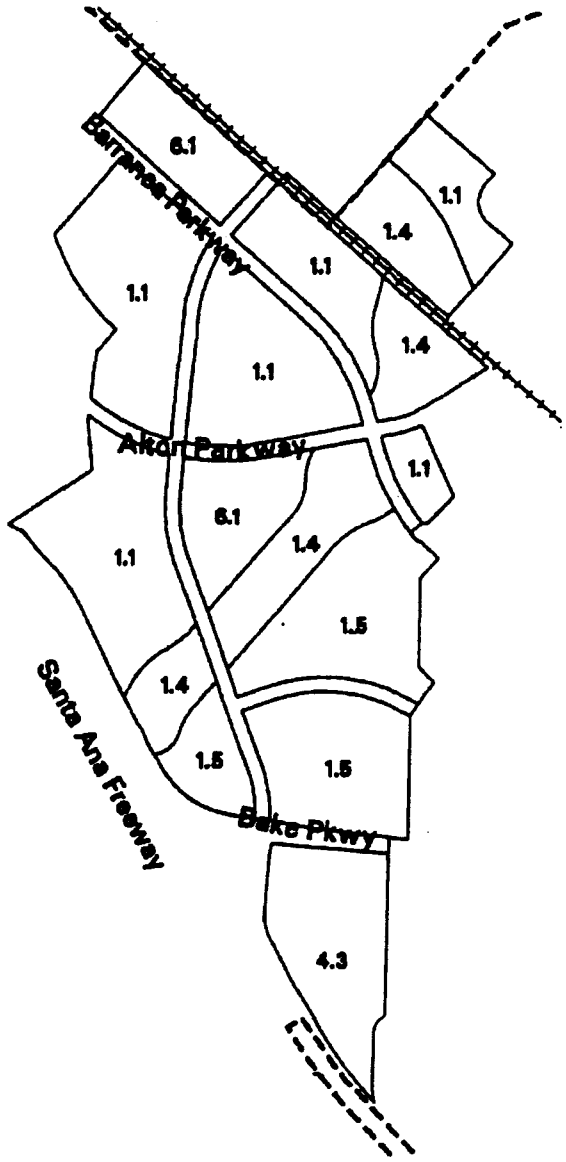
Area Data for Base Plan
2025

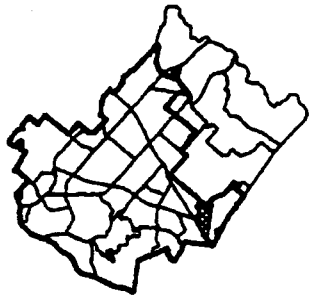
BASE PLAN 2025 - BUILDOUT				
Area and Description	*Acres*	*Dwelling Units*	*Square Feet*	*Other Details*
	Quantity Type	Quantify Type	Quantity Type	Quantity Type
35 Open Space Sports Park	31 Sports Park			
Subtotal Area 35	31			
36 Auto	34 Auto Parking and Storage		50,000 Auto Parking and Storage	
Subtotal Area 36	34		50,000	
Net Total:	4,508	225	3,856,500	
Roadways:	185	-	-	
Gross Total	4,693	225	3,856,500	

Planning Area 51				
Net Total:	4,150	225	3,753,000	
Roadways:	145	-	-	
Gross Total:	4,295	225	3,753,000	

Planning Area 30				
Net Total:	358	-	103,500	
Roadways:	40	-	-	
Gross Total:	398	-	103,500	

ZONING ORDINANCE MAP
PLANNING AREA 30

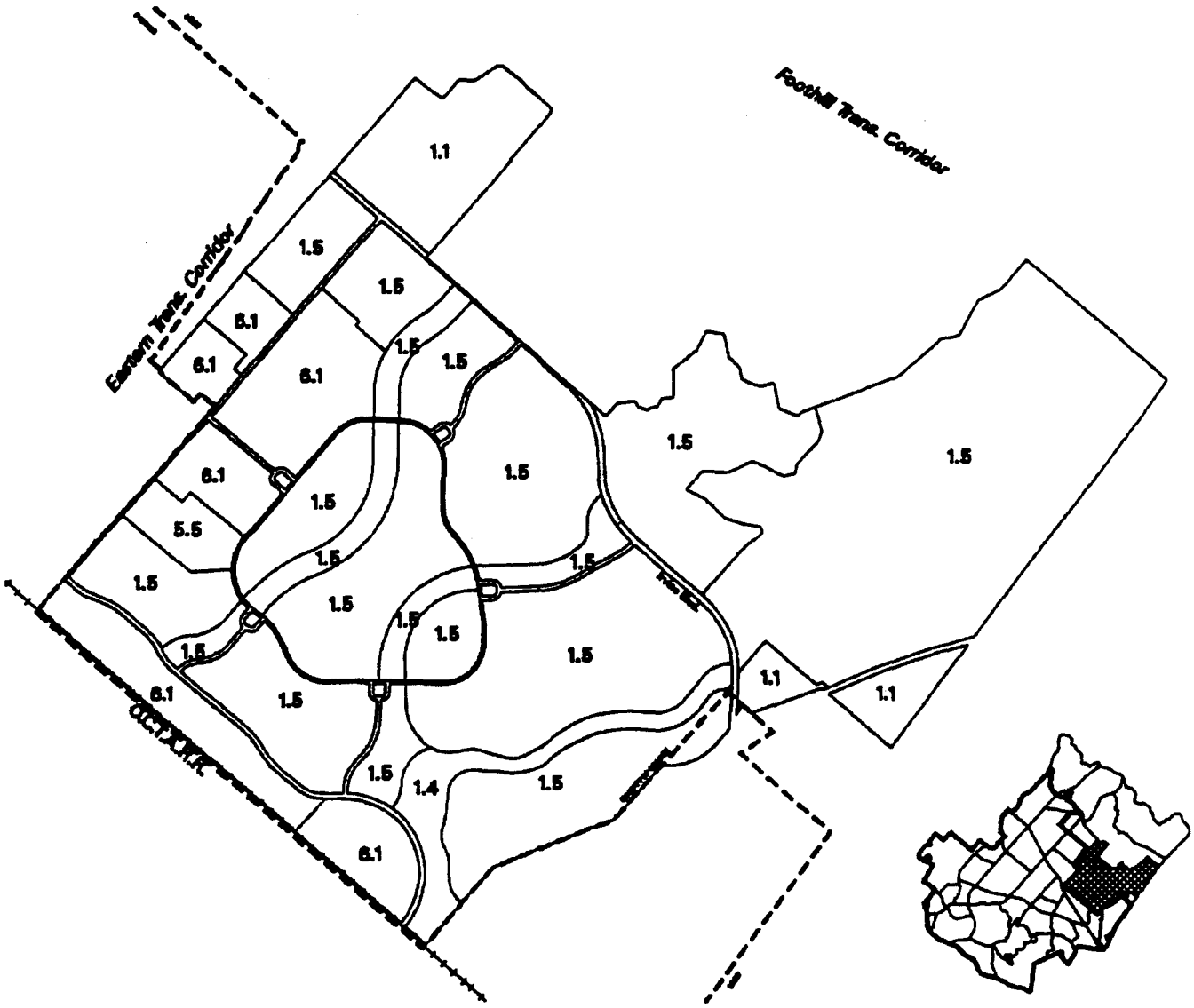




BASE ZONE

ZONE #	ZONING DISTRICT	ZONE #	ZONING DISTRICT
1.1	Exclusive Agriculture	4.3	Vehicle Related Commercial
1.4	Preservation	6.1	Institutional
1.5	Recreation		

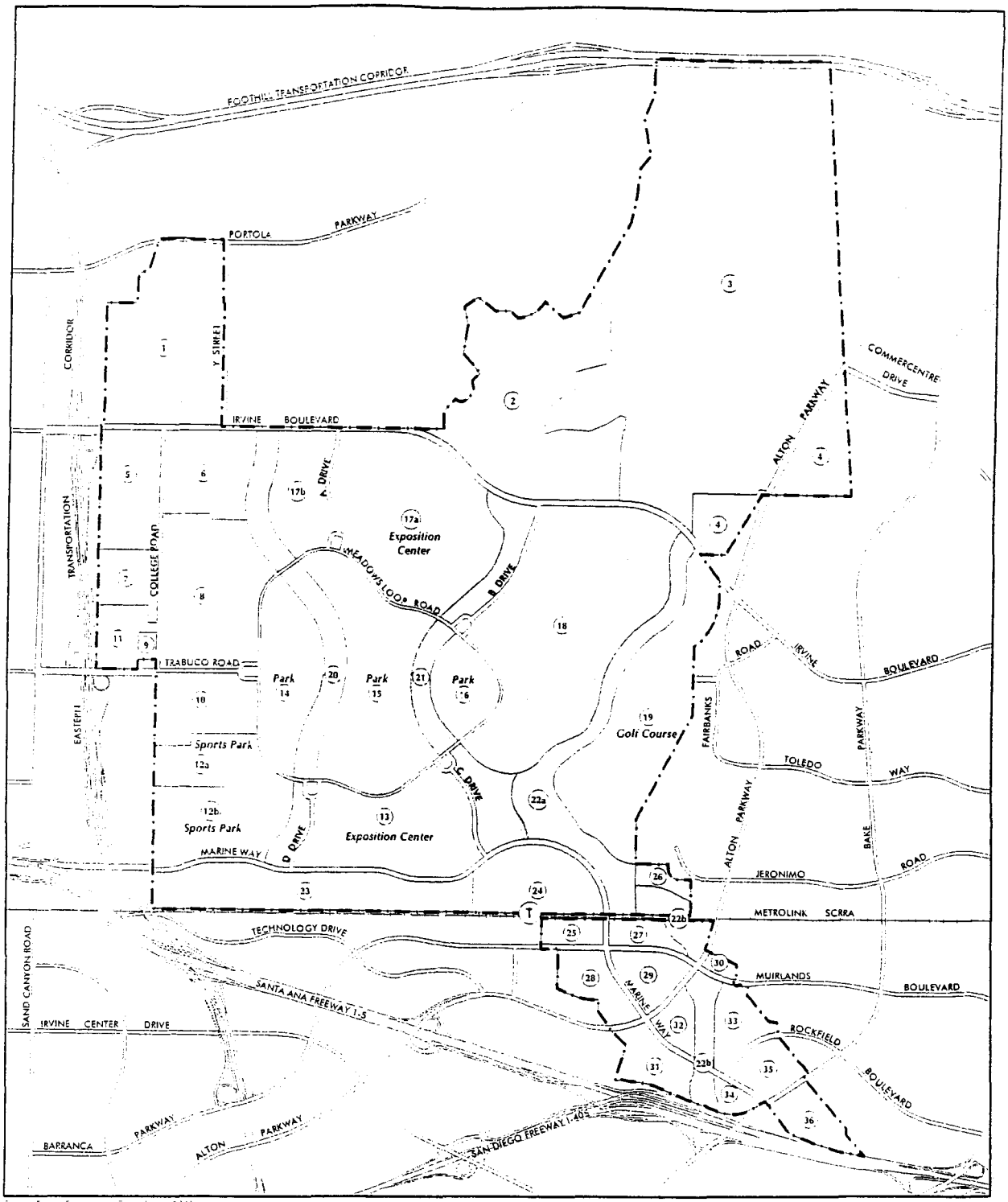
ZONING ORDINANCE MAP
PLANNING AREA 51



BASE ZONE

ZONE #	ZONING DISTRICT	ZONE #	ZONING DISTRICT
1.1	Exclusive Agriculture	5.5	Medical and Science
1.4	Preservation	8.1	Institutional
1.5	Recreation		

EXHIBIT C-8



Source: Fuscoe Engineering, City of Irvine, 2002

- Orange County Great Park Boundary
- Education
- Institutional
- Low Density Residential
- Medium Density Residential
- Transit Oriented Development
- Research and Development
- Retail
- Auto Center
- Cemetery
- Agriculture
- Riparian Corridor
- Wildlife Corridor
- Habitat Preserve
- Open Space
- (17c) Zone Number
- (T) Irvine Transportation Center

0 1.5 Miles

Figure 3
Orange County Great Park Overlay 2025

Orange County Great Park

City of Irvine
November 1, 2002

EXHIBIT C-9

Table A-5 Overlay Plan Maximum Intensity Standards for the Orange County Great Park (Planning Areas 30 and 51)

	Overlay Plan			
Land Use Type	**Acres**	**Dwelling Units**	**Square Feet**	**Other Details**
Residential				
Low Density Residential	320	1,100	--	50 acres from Golf Course Overlay
Medium Density Residential	80	800	--	
Education				
College/University	275	60	1,452,600	7,800 Students
Cultural and Institutional				
Cultural / Institutional	156	--	468,000	
Institutional	100	--	300,000	County Facilities
			263,000	"McKinney Act" Warehousing (Buildings 319, 322, and 360)
Transportation Facilities				
OCTA Facility	35	--	122,500	
Transit Oriented Development	175	1,500	150,000	
Transit-Related Public Uses	15	--	--	375 Parking Spaces
Remote Airport Terminal	10	--	9,000	675 Parking Spaces
Remote Airport Terminal Maintenance	10	--	44,500	
Research & Development				
Research & Development	200	--	2,600,000	
Retail and Office				
Retail	33	--	225,000	
Auto Center				
Auto Sales, Parking & Storage	34	--	102,000	
Agriculture				
Agriculture	303	--	--	
Open Space & Recreational Uses				
Open Space / Park	367	--	--	
Sports Park	165	--	26,000	
Golf Course	526	--	25,000	45 Holes
Habitat Preserve	974	--	--	
Drainage Corridor	229	--	--	
Wildlife Corridor	179	--	--	
Fairgrounds/Commercial Recreation	249	165	708,000	
Cemetery	73	--	50,000	
Roadways				
Roadways	185	--	--	
TOTAL	**4,693**	**3,625**	**6,545,600**	

Notes on Maximum Intensities: In order to develop at the maximum intensities for Planning Areas 30 and 51, property-owners must enter into development agreements, which will require the dedication of land and the development or funding of infrastructure improvements in excess of the City's standard requirements and the commitment to long-term maintenance of public facilities.

Area Data for Overlay Plan
2025

OVERLAY PLAN 2025 – BUILDOUT				
Area and Description	*Acres*	*Dwelling Units*	*Square Feet*	*Other Details*
	Quantity Type	Quantify Type	Quantity Type	Quantity Type
1 Open Space Agriculture	200 Agriculture			
Subtotal Area 1	200			
2 Low Density	270 Low Density Residential	850 Single-Family Residential		
Subtotal Area 2	270	850		
3 Open Space/ Habitat Preserve	974 Habitat Preserve			
Subtotal Area 3	974			
4 Agriculture	90 Agriculture			Portions may be used for low flow wildlife corrid. connection to Borrego Cyn Wash
Subtotal Area 4	90			
5 Research and Development	79 Research and Development		1,000,000 Research and Development	
Subtotal Area 5	79		1,000,000	
6 Medium Density Residential	80 Medium Density residential	800 Senior Housing		
Subtotal Area 6	80	800		
7 Education	38 College/University		243,303 College/ University (Sq. Footage expanded based on ratio (186 sf per student) and new student total)	1,306 Students (Students split between zones on a size proportional basis)
Subtotal Area 7	38		243,302	
8 Education	162 College/University		1,037,234 College/ University	5,570 Students
Subtotal Area 8	162		1,037,234	
9 Education	5 College/University		32,013 College/ University	172 Students
Subtotal Area 9	5		32, 013	
10 Education	15 Medium Density Residential 55 College/University	60 Multiple-Family Residential	140,045 College/ University	752 Students
Subtotal Area 10	70	60	140,045	

11 Retail	33 Retail		225,000 Retail	
Subtotal Area 11	33		225,000	
12a Open Space Sports Park	50 Sports Park			
Subtotal Area 12a	50			
12b Open Space/ Sports Park	115 Sports Park		26,000 Sports Park	
Subtotal Area 12b	115		26,000	
13 Open Space Exposition Center	156 Cultural/ Institutional		468,000 Museum/ Library Facilities	
Subtotal Area 13	156		468,000	
14 Open Space Park	103 Open Space/Park			
Subtotal Area 14	103			
15 Open Space Park	208 Open Space/ Park			
Subtotal Area 15	208			
16 Open Space Park	56 Open Space/Park			
Subtotal Area 16	56			
17a Open Space Exposition Center	236 Fairgrounds/Commercial Rec. 13 Elementary School	165 Single Family Residential	708,000 Fairgrounds/ Exposition Halls 40,000 Elementary School	includes Equestrian Stables 650 students
Subtotal Area 17a	149	165	748,000	
17b Open Space Cemetery	73 Cemetery		30,000 Mausoleum 20,000 Mortuary	
Subtotal Area 17b	73		50,000	
18 Open Space Golf Course Residential Overlay	315 Golf Course 50 Low Density Residential	250 Single-Family Residential	25,000 Clubhouse and Driving Range	27 Golf Course Holes
Subtotal Area 18	365	250	25,000	
19 Open Space Golf Course	211 Golf Course			18 Golf Course Holes
Subtotal Area 19	211			
20 Drainage Corridor	114 Drainage Corridor			
Subtotal Area 20	114			
21 Drainage Corridor	115 Drainage Corridor			
Subtotal Area 21	115			

Area Data for Overlay Plan
2025

OVERLAY PLAN 2025 – BUILDOUT

Area and Description	*Acres*	*Dwelling Units*	*Square Feet*	*Other Details*
	Quantity Type	Quantify Type	Quantity Type	Quantity Type
22a Drainage / Wildlife Corridor Planning Area 51	118 Wildlife Corridor			
Subtotal Area 22a	118			
22b Drainage / Wildlife Corridor Planning Area 30	61 Wildlife Corridor			
Subtotal Area 22b	61			
21 Institutional	100 Institutional 35 OCTA Facility		300,000 Institutional 122,500 OCTA Facility 263,000 McKinney Act Warehousing	Includes Salvation Army (45,000 Bldg. 360). St. Vincent De Paul (127,000 warehouse Bldg. 319. 11,000 commercial kitchen Bldg. 322). Orange County Community
Subtotal Area 23	*135*		*685,500*	
24 Transit Oriented Development	8 Station-Related Public Uses 6 TOD Open Space Amenities 6 Retail 61 Medium-High Density Residential	635 Multiple-Family Residential	45,000 Retail	375 Parking Spaces in Structure Schools are permitted uses
Subtotal Area 24	*81*	*635*	*45,000*	
25 Transit Oriented Development	7 Station-Related Public Uses 1 TOD Open Space 5 Office 5 Medium-High Density Residential	50 Multiple-Family Residential	75,000	Schools are permitted uses
Subtotal Area 25	*18*	*50*	*75,000*	
26 Open Space / Agriculture	13 Agriculture			
Subtotal Area 26	*13*			
27 Transit Oriented Development	2 TOD Open Space Amenities 17 Medium-High Density Residential	170 Medium-Family Residential		Schools are permitted uses
Subtotal Area 27	19	170		
28 Transit Oriented Development	3 TOD Open Space Amenities 2 Retail 33 Medium-High Density Residential	345 Multiple-Family Residential	15,000 Retail	Schools are permitted uses
Subtotal Area 28	*38*	*345*	*15,000*	

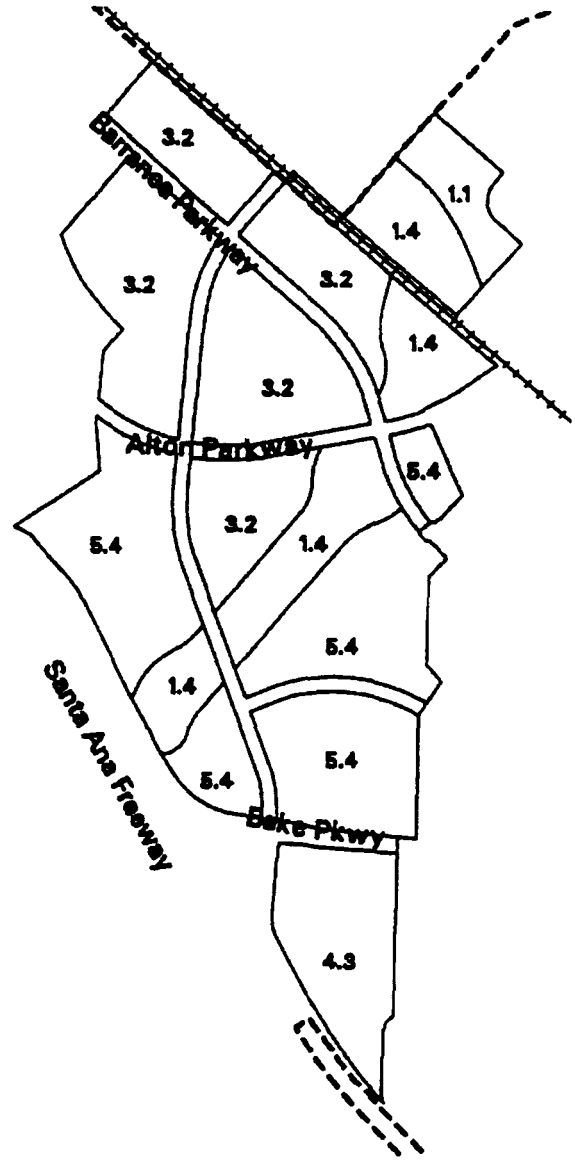
29 Transit Oriented Development	3 TOD Open Space Amenities 2 Retail 29 Medium-High Density Residential	300 Multiple-Family Residential	15,000 Retail	Schools are permitted uses
Subtotal Area 29	*34*	*300*	*15.000*	
30 Research and Development	6 Research and Development		80,000 Research and Development	
Subtotal Area 30	*6*		*80,000*	
31 Research and Development	38 Research and Development		500,000 Research and Development	
Subtotal Area 31	*38*		*500,000*	
32 Transit Oriented Development	10 Remote Airport Terminal Remote Airport Terminal 10 Maintenance		9,000 Remote Airport Terminal Remote Airport Terminal 44,500 Maintenance	675 Parking Spaces Parking and shuttle facility for LAX and Ontario
Subtotal Area 32	*20*		*53,500*	
33 Research and Development	35 Research and Development		460,000 Research and Development	
Subtotal Area 33	*35*		*460,000*	
34 Research and Development	11 Research and Development		150,000 Research and Development	
Subtotal Area 34	*11*		*150,000*	
35 Research and Development	31 Research and Development		410,000 Research and Development	
Subtotal Area 35	*31*		*410,000*	
36 Auto	34 Auto Sales, Parking and Storage		102,000 Auto Sales, Parking and Storage	
Subtotal Area 36	*34*		*102,000*	
New Total:	4,506	3,625	6,585,594	
Roadways:	185	--	--	
Gross Total:	4,693	3,625	6,585,594	

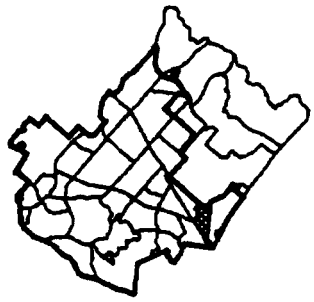
Planning Area 51				
Net Total:	4,150	2,760	4,725,094	
Roadways:	145	--	--	
Gross Total:	4,295	2,760	4,725,094	

Planning Area 30				
Net Total:	356	865	1,860,500	
Roadways:	40	--	--	
Gross Total"	398	865	1,860,500	

September 30, 2002

ZONING ORDINANCE MAP
PLANNING AREA 30





OVERLAY ZONE

ZONE #	ZONING DISTRICT	ZONE #	ZONING DISTRICT
1.1	Exclusive Agriculture	4.3	Vehicle Related Commercial
1.4	Preservation	5.4	General Industrial
3.2	Transit Oriented Dev.		

EXHIBIT "D"

NORTH IRVINE TRANSPORTATION INFRASTRUCTURE ORDINANCE

CITY COUNCIL ORDINANCE NO. 03-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE AMENDING THE IRVINE MUNICIPAL CODE BY ADDING CHAPTER 7 TO TITLE 6, DIVISION 3 OF THE IRVINE MUNICIPAL CODE REGARDING THE NORTH IRVINE TRANSPORTATION MITIGATION PROGRAM

WHEREAS, the City Council of the City of Irvine ("City Council" or "City," as applicable) wishes to ensure that, in accordance with the documentation certified pursuant to the California Environmental Quality Act ("CEQA") therefor, development of the remaining undeveloped real property in North Irvine is accompanied by timely construction of adequate traffic and transportation improvements to serve the new development; and

WHEREAS, City staff has prepared a funding program, entitled the North Irvine Transportation Mitigation Program ("NITM Program") to implement and expedite circulation mitigation measures in previously certified CEQA documents by providing a mechanism for funding for the coordinated and phased installation of required traffic and transportation improvements in connection with land use entitlements for City Planning Areas 1, 2, 5, 6, 8, 9, 30, 40 and 51 (collectively, the "Properties"); and

WHEREAS, the City has commissioned a study to determine whether the NITM Program costs are reasonably related to the traffic and circulation impacts from development of the Properties, and whether the NITM Program fairly and reasonably allocates NITM costs to the individual Properties based on each property's proportionate traffic and circulation impact. That study, entitled North Irvine Transportation Mitigation Program Nexus Study, dated April 30, 2003, is on file with the City Clerk (the "NITM Nexus Study"); and

WHEREAS, the City Council finds that based upon information provided by staff, adopting the NITM Program will implement the circulation mitigation measures in CEQA documents certified for development within the Properties by ensuring available funding for the timely construction of necessary traffic and transportation improvements to serve the Properties; and

WHEREAS, on May 27, 2003, the City Council conducted a duly noticed public hearing on the proposed NITM Program, and considered the NITM Program, the NITM Nexus Study and the testimony and evidence received at the public hearing.

NOW, THEREFORE, the City Council of the City of Irvine does hereby ordain as follows:

SECTION 1. Pursuant to Section 6 of the City of Irvine CEQA Procedures and Sections 15162, 15168, and 15378, of the State CEQA Guidelines, the City Council finds that: (1) the circulation improvements identified in the NITM Program conform in all respects to the development studied in and contemplated by the EIRs prepared for the Northern Sphere Area (SCH #2001051010), Planning Area 40 (SCH #2000071014), the Great Park Plan (SCH

#2002101020), and General Plan Amendment 16 (SCH #87031111) (collectively, the "Project EIRs"); (2) that the NITM Program will not have any new or different environmental impacts from the development which is the subject of the Project EIRs; (3) that the NITM Program is a further discretionary action contemplated as part of the project studied in the Project EIRs which implements a phasing and financing program for previously approved transportation mitigation measures for the Northern Sphere, Planning Area 40, Great Park Plan, and Planning Areas 1 and 2, as set forth in the Project EIRs; and, (4) that there are no changes to the projects, changes in circumstances or new information that would require the preparation of subsequent or supplemental environmental review for the projects covered by the NITM Program under CEQA Guideline Section 15162 and Public Resources Code Section 21166, and therefore this action falls within the scope of the Project EIRs and the respective approved projects.

SECTION 2. Based upon the NITM Nexus Study, the evidence presented at the public hearing on this matter, and such other documentation and evidence presented to the City in connection with the consideration of this Ordinance, the City Council finds and declares as follows:

a) The purpose of the NITM Program is to ensure the availability of funding for the timely construction of necessary traffic and transportation improvements to serve the Properties; and

b) The fees generated and collected pursuant to the NITM Program shall be used to finance the traffic and transportation improvements identified in the List of NITM Improvements included in the NITM Nexus Study, as it may be amended from time to time, which is on file with the City Clerk; and

c) The use of the fees generated and collected pursuant to the NITM Program is reasonably related to the type of development project in which the fees are being imposed in that the City has determined that the development of the Properties will necessitate the construction of adequate traffic and transportation improvements to mitigate the impact of the development of the Properties, as described in the Project EIRs; and

d) The need for the public facilities to be constructed with the fees generated and collected pursuant to the NITM Program is reasonably related to the type of development project in which the fees are being imposed in that the public facilities to be constructed are traffic and transportation improvements that will mitigate the impacts of, and serve, the development authorized for the Properties; and

e) The amount of the fees being generated and collected by the NITM Program is reasonably related to the cost of the public facilities or portion of the public facilities attributable to the development on which the fee is imposed, in that the NITM Program fairly allocates the costs of constructing the necessary traffic and transportation improvements to the individual Properties based on each property's proportionate traffic and circulation impact; and

f) The fees being generated and collected pursuant to the NITM Program are for public improvements and facilities (i) which have been identified by the City as necessary to mitigate traffic impacts of the proposed development of the Properties; (ii) for which an account

has been established; and (iii) for which the City by this NITM Program has adopted a proposed construction schedule prior to final inspection or issuance of certificates of occupancy.

SECTION 3. A new Chapter 7 to Title 6, Division 3 of the Irvine Municipal Code is hereby added, to read as follows:

CHAPTER 7. NORTH IRVINE TRANSPORTATION MITIGATION PROGRAM

ARTICLE a. GENERALLY

Sec. 6-3-701. Purpose

The North Irvine Transportation Mitigation Program (the "NITM Program") is established for the purpose of providing funding for the coordinated and phased installation of required traffic and transportation improvements required under CEQA documents previously certified or adopted by the City in connection with land use entitlements for City Planning Areas 1, 2, 5, 6, 8, 9, 30, 40 and 51, which are depicted in Attachment A hereto. Portions of City Planning Areas 1, 2, 5, 6, 8, 9, 30, 40 and 51 are located in the City and portions are located outside the City but within the City's sphere of influence. The requirements regarding the preparation of traffic studies, reports, and analyses set forth in this Ordinance shall supersede the requirements regarding the preparation of traffic studies, reports, and analyses set forth in other City ordinances, resolutions, or determinations. The NITM Program is not intended to fund deficiencies that may be caused by developments outside of the Properties that are approved subsequent to the adoption of this Ordinance, subsequent regional changes in traffic patterns, or subsequent circulation changes due to development outside of the Properties.

Sec. 6-3-702 Definitions

ADTs means existing and future average daily vehicular trips.

Commencement of Construction means the initial commencement of any structural construction or rehabilitation of any residentially or commercially occupiable structure within a Future Development Area.

Comprehensive NITM Traffic Study means a traffic analysis of the entire NITM Program traffic study area, prepared and filed in connection with (i) an application to amend the General Plan or zoning to modify the allowable land uses or intensity in all or a portion of one or more Future Development Areas; (ii) a Five-Year Review; or (iii) an Interim Review. The required scope of a Comprehensive NITM Traffic Study shall be set forth in a Resolution duly adopted by the City Council, as described in Section 6-3-703.E.

Director means the City's Director of Community Development or his or her designee.

Fair Share Funded Improvements means those traffic and transportation improvements that are to be developed and funded pursuant to the NITM Program pursuant to a fair share allocation of improvement costs, with each Future Development Area responsible for its fair share of the

improvement based upon the ADTs generated by each Future Development Area, in relation to all other traffic. The Fair Share Funded Improvements, and the cost allocations thereof between Future Development Areas 1/2, 5B, 6, 8A, 9A, 9B, 40, Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, and Great Park IV, are set forth in the List of NITM Improvements.

Final Map means a "final map" as described in the California Subdivision Map Act, Chapter 2, Article 2, Government Code Section 66433, et seq.

Five-Year Review means a complete review of the NITM Program to be conducted by the City every five (5) years for the purpose of updating cost allocations, proposing alternative mitigation measures, or eliminating specific traffic and/or transportation improvements that are no longer necessary.

Fully Funded Improvements means those traffic and transportation improvements that are to be developed and fully funded pursuant to the NITM Program. The Fully Funded Improvements, and the cost allocations thereof between Future Development Areas 1/2, 5B, 6, 8A, 9A, 9B, 40, Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, and Great Park IV, are set forth in the List of NITM Improvements.

Future Development Area means a defined land area within the Properties, as depicted in Attachment A, which is attached hereto. The Future Development Areas are as follows:

City Planning Area	NITM Future Development Area(s)
Planning Area 1	Future Development Area 1/2
Planning Area 2	Future Development Area 1/2
Planning Area 5	Future Development Area 5B
Planning Area 6	Future Development Area 6
Planning Area 8	Future Development Area 8A
Planning Area 9	Future Development Areas 9A and 9B
Planning Areas 30 and 51	Future Development Areas Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, and Great Park IV
Planning Area 40	Future Development Area 40

Interim Review means a complete review of the NITM Program that is prepared at any time prior to the next scheduled Five-Year Review, to determine whether it is necessary or appropriate to update cost allocations, propose alternative mitigation measures, or eliminate specific traffic and/or transportation improvements that are no longer necessary.

Issuance of First Building Permit means the time that the City issues the first building permit for construction within a Future Development Area.

List of NITM Improvements means that certain List of NITM Improvements included in the NITM Nexus Study, as it may be amended from time to time, which is on file with the City Clerk, and which contains all of the NITM Improvements to be funded, in whole or in part, by

each Future Development Area, and which assigns the NITM Fees for each of the NITM Improvements. The List of NITM Improvements may only be adjusted by the Director, in accordance with Section 6-3-706 hereof.

Master Plan means a plan submitted by an applicant to the City in accordance with Chapter 2-17 of the Irvine Zoning Ordinance, which plan details the quantity and distribution of uses and gross square feet, hotel rooms, and residential dwelling units (as appropriate), both existing and proposed, and provides the gross and net acreage for, each corresponding legal parcel within the site.

New TPM means a Tentative Parcel Map or Vesting Tentative Parcel Map that covers a portion of the Properties that has not already been mapped in a previous TPM or TTM, but shall not include the first subdivision map filed for any of Future Development Areas Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, or Great Park IV, if such map is filed for the sole purpose of creating legal parcels resulting from the purchase of the parcels from the Department of the Navy.

New TTM means a Tentative Tract Map or Vesting Tentative Tract Map that covers a portion of the Properties that has not already been mapped in a previous TPM or TTM, but shall not include the first subdivision map filed for any of Future Development Areas Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, or Great Park IV, if such map is filed for the sole purpose of creating legal parcels resulting from the purchase of the parcels from the Department of the Navy.

NITM Advisory Committee means the three-person committee comprising (i) a representative appointed by the Director, (ii) a representative appointed by the owner owning the largest quantity, in acreage, of the undeveloped portions of the property that comprises Future Development Areas Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, and Great Park IV, and (iii) a representative appointed by the owner(s) of the majority of the undeveloped portions of Future Development Areas 1/2, 5B, 6, 8A, 9A, 9B and 40. Once appointed, a member of the NITM Advisory Committee shall serve until the member resigns or is removed by the person(s) appointing that member.

NITM Fee means a fee required to be paid pursuant to this NITM Program.

NITM Fee Allocation Plan means a fee allocation plan that an applicant is required to submit to the City at the time each New TPM or New TTM is filed, in connection with the applicant's election pursuant to Section 6-3-705.B, which plan (i) allocates the Total TPM/TTM NITM Fees to the TPM or TTM; (ii) allocates the remainder of the Total Future Development Area NITM Fees to the remaining land within the applicable Future Development Area; and, if the Total TPM/TTM NITM Fees for the TPM or TTM are not paid prior to the earlier of (a) the initial commencement of any structural construction or rehabilitation of any residentially or commercially occupiable structure within the TPM or TTM, or (b) the time that the City issues the first building permit for construction within the TPM or TTM, (iii) specifies the Total Parcel NITM Fees for each Parcel in the TPM or TTM. Notwithstanding anything herein to the contrary, no revisions shall be made to the Total Parcel NITM Fees specified in an approved

NITM Fee Allocation Plan except for revisions made pursuant to Section 6-3-706 or 6-3-708. All approved NITM Fee Allocation Plans shall be kept on file with the City Clerk. The required scope of a NITM Fee Allocation Plan shall be set forth in a Resolution duly adopted by the City Council, as described in Section 6-3-703.E.

NITM Fee Increase means a revision to the List of NITM Improvements to increase one or more NITM Fees or to increase the Total Future Development Area NITM Fees.

NITM Fee Reduction means a revision to the List of NITM Improvements to reduce one or more NITM Fees or to reduce the Total Future Development Area NITM Fees.

NITM Fee Transfers means a revision to the List of NITM Improvements to transfer NITM Fees from one or more Future Development Areas to one or more other Future Development Areas.

NITM Improvements means the Fair Share Funded Improvements and the Fully Funded Improvements.

NITM Program means the fee program established hereby.

Parcel means a parcel identified in an application for a TPM or TTM that has been approved by the City.

Parcel Fee Schedule means a per-unit, per-square foot, or per-acre fee schedule for the payment of the Total Parcel NITM Fees that is required to be prepared by an applicant as the result of a payment election made pursuant to Section 6-3-705.B.

Properties means, collectively, City Planning Areas 1, 2, 5, 6, 8, 9, 30, 40 and 51, which are depicted in Attachment A hereto. The Properties are composed of Future Development Areas 1/2, 5B, 6, 8A, 9A, 9B, 40, Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, and Great Park IV. All of the Properties are subject to the NITM Program.

Total Future Development Area NITM Fees means the total cost of design and construction of the NITM Improvements, and administration of the NITM Program, that is allocated to the entirety of a Future Development Area, as set forth in the List of NITM Improvements.

Total Parcel NITM Fees means the NITM Fees that are allocated to the entirety of a Parcel, as set forth in the approved NITM Fee Allocation Plan covering said Parcel.

Total TPM/TTM NITM Fees means the NITM Fees that are allocated to the entirety of a TPM or TTM, based on the ADTs the proposed development thereon is anticipated to generate, as set forth in the approved NITM Fee Allocation Plan for said TPM or TTM.

TPM means Tentative Parcel Map or Vesting Tentative Parcel Map, but shall not include the first subdivision map filed for any of Future Development Areas Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, or Great Park IV, if such map is filed for the sole purpose

of creating legal parcels resulting from the purchase of the parcels from the Department of the Navy.

TPM/TTM Traffic Study means the traffic study that an applicant is required to prepare and submit in connection with each TPM and TTM it files with the City. The required scope of a TPM/TTM Traffic Study shall be set forth in a Resolution duly adopted by the City Council, as described in Section 6-3-703.E. Notwithstanding any other provision of this Ordinance to the contrary, the scope of work set forth in any traffic study that has been prepared, submitted to the City, and accepted by the City prior to the first reading of this Ordinance shall be deemed to satisfy the requirements of the TPM/TTM Traffic Study set forth herein.

Transfer of Intensity Analysis means an analysis prepared in connection with a transfer of development rights or intensity between Future Development Areas or within a Future Development Area. The required scope of a Transfer of Intensity Analysis shall be set forth in a Resolution duly adopted by the City Council, as described in Section 6-3-703.E.

TTM means Tentative Tract Map or Vesting Tentative Tract Map, but shall not include the first subdivision map filed for any of Future Development Areas Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, or Great Park IV, if such map is filed for the sole purpose of creating legal parcels resulting from the purchase of the parcels from the Department of the Navy.

Sec. 6-3-703. Administration

A. Each applicant shall pay to the City, as a component of the City's usual hourly-based processing fee, the cost incurred by the City in the analysis, review and application of the NITM Program in connection with the City's review and processing of the applicant's proposed General Plan Amendment, Zone Change, TPM, TTM, related discretionary applications, building permits, and/or other discretionary entitlements or approvals. Such NITM Program review shall include but is not limited to the review of TPM/TTM Traffic Studies, Comprehensive NITM Traffic Studies, Transfer of Intensity Analyses, NITM Fee Allocation Plans, and Interim Reviews.

B. In addition to the charges described in Paragraph A above, an administrative charge is incorporated into the Total Future Development Area NITM Fees to cover or provide funding for the costs of establishing the NITM Program, the conduct of the Five-Year Reviews, and any other City costs not directly charged to an applicant in connection with the review and processing of a proposed project within the Properties. Upon consultation with the NITM Advisory Committee, the Director shall have the discretion, on a periodic basis, to adjust the administrative component of the Total Future Development Area NITM Fees, to reflect adjustments in administrative costs to the City. The administrative costs described in this Section are amortized over twenty-five (25) years and incorporated into the Total Future Development Area NITM Fees for each Future Development Area.

C. An applicant shall prepare and submit a TPM/TTM Traffic Study with each TPM and TTM the applicant files with the City. If a TPM/TTM Traffic Study identifies one or more improvements that are not set forth in the List of NITM Improvements as necessary to address a project impact, (i) the applicant shall construct, or provide for the construction of, the required improvement if the deficiency is caused by the applicant's project; or (ii) the applicant shall pay its fair share of the required improvement, in accordance with the procedures utilized to determine the fair share allocation of the NITM Improvements, if the deficiency is an existing deficiency to which the project is contributing.

D. If the City determines, in its sole and absolute discretion, to incorporate the land contained within Future Development Area Great Park IC into Future Development Area Great Park III, all of the obligations of Future Development Area Great Park IC pursuant to the NITM Program, including, but not limited to, the obligation to pay NITM Fees, shall be deemed to be added to the obligations of Future Development Area Great Park III.

E. The City Council shall approve, by duly adopted Resolution, the scopes of work for the Comprehensive NITM Traffic Study, NITM Fee Allocation Plan, TPM/TTM Traffic Study, and Transfer of Intensity Analysis. Thereafter, the Director shall have the discretion, upon the unanimous recommendation of the NITM Advisory Committee, to revise any and all such scopes of work as the Director determines appropriate to implement the provisions of this NITM Program.

ARTICLE b. PAYMENT OF NITM FEES

Sec. 6-3-704. Initial Allocation of Traffic and Transportation Costs to Future Development Areas

Within the Properties, NITM Fees shall be assigned to each of the individual Future Development Areas based on ADTs. The Total Future Development Area NITM Fees initially assigned to each Future Development Area are as follows:

Future Development Area	Total Future Development Area NITM Fees
1/2	$490,893
5B	$2,492,163
6	$6,851,207
8A	$481,867
9A	$8,155,311
9B	$6,660,870
40	$27,055,825

Great Park IA	$9,846,194
Great Park IB	$19,415,490
Great Park IC	$5,466,582
Great Park II	$4,020,696
Great Park III	$3,678,873
Great Park IV	$1,892,591

Sec. 6-3-705. Payment of Total Future Development Area NITM Fees at Time of Issuance of First Building Permit or Commencement of Construction

A. Prior to the earlier of (i) the Issuance of First Building Permit or (ii) the Commencement of Construction, the Total Future Development Area NITM Fees for the Future Development Area for which the building permit will be issued or within which construction or rehabilitation work will commence shall be paid by the applicant, unless the applicant has elected an alternative payment mechanism in accordance with paragraph B of this Section. Each TPM or TTM approved by the City for a particular Future Development Area shall be conditioned upon the foregoing requirement, or, if the applicant has elected an alternative payment method, each TPM or TTM shall be conditioned on the applicant's compliance with the alternative payment method.

B. An applicant may, at the time the applicant files with the City the first TPM or TTM for a particular Future Development Area, submit a NITM Fee Allocation Plan and elect one or a combination of three methods for payment of the Total TPM/TTM NITM Fees, as an alternative to the payment described in paragraph A of this Section. The applicant may elect to (i) pay the Total TPM/TTM NITM Fees from funds generated by an assessment district or similar financing vehicle approved by the City, (ii) enter into an agreement with the City for an alternative payment schedule by which the applicant pays all of the Total TPM/TTM NITM Fees in accordance with a schedule set forth in the approved NITM Fee Allocation Plan, or (iii) enter into an agreement with the City setting forth a plan for the payment of all of the Total TPM/TTM NITM Fees, which provides for the payment of fees at the time building permits are issued, all as further described below. If the applicant elects to enter into an agreement with the City, in accordance with this Section, the agreement must be fully executed by both the City and the applicant prior to the earlier of (1) the Issuance of First Building Permit or (2) the Commencement of Construction.

1. An applicant may elect to pay the Total TPM/TTM NITM Fees from the construction proceeds available from a land secured bond issue (e.g., Assessment District or Community Facilities District) covering all or a portion of the Future Development Area, provided the proceeds of the bond issuance are placed in a traffic/transportation construction account for use by the City prior to the earlier of (1) the Issuance of First Building

Permit or (2) Commencement of Construction. If any bond proceeds from a Community Facilities District remain after the City has expended or committed the Total TPM/TTM NITM Fees for the applicable TPM or TTM, the remaining proceeds may be assigned by the Director to other TPMs, TTM, or Future Development Areas owned by the applicant, and the applicant shall receive credits against the Total TPM/TTM NITM Fees or Total Future Development Area NITM Fees owed from such other TPMs, TTMs, or Future Development Area(s). If insufficient bond proceeds exist at the earlier of (i) the Issuance of First Building Permit, or (ii) the Commencement of Construction, to cover all of the Total TPM/TTM NITM Fees, the applicant shall, at that time, and as a condition to said issuance or Commencement of Construction, submit to the City the outstanding balance of the Total TPM/TTM NITM Fees owed to the City or enter into a agreement with the City for payment of the same pursuant to a schedule set forth in the agreement.

2. An applicant may elect to enter into an agreement with the City that provides for the applicant's payment to the City of the Total TPM/TTM NITM Fees pursuant to a schedule set forth in the approved NITM Fee Allocation Plan that is on file with the City. The City shall accept an applicant's proposed payment schedule if, in the Director's reasonable discretion, the schedule provides for payments to be made to the City in at least as timely a manner as if a NITM Fee were collected upon the City's issuance of each building permit within the TPM or TTM. The agreement shall require the applicant to pay to the City any Total TPM/TTM NITM Fees that remain outstanding, if and at such time as the Director determines, in his or her reasonable discretion, that no land that is reasonably likely to be developed remains within the Future Development Area. The agreement may require the applicant to obtain a bond or other security if the Director determines, in his or her reasonable discretion, that the applicant may not possess sufficient assets to fully develop the TPM or TTM.

3. An applicant may elect to enter into an agreement with the City to pay the Total TPM/TTM NITM Fees in accordance with a per-unit payment schedule based upon the proposed development within the TPM or TTM, such as a fee to be paid in connection with the issuance of each building permit. At the time the applicant (or a subsequent applicant) files a subsequent TPM or TTM or a Master Plan for any portion of the real property covered by the original TPM or TTM, the applicant shall prepare and submit to the City a proposed Parcel Fee Schedule for each Parcel covered by its application. If the proposed Parcel Fee Schedule is consistent with the approved NITM Fee Allocation Plan on file with the City, the Parcel Fee Schedule shall be approved and shall be added to the approved NITM Fee Allocation Plan. An agreement entered into pursuant to this paragraph 3 shall authorize the Director to revise a Parcel Fee

Schedule in the event the applicant's proposed development differs from that originally contemplated in the NITM Fee Allocation Plan on file with the City. The agreement shall also require (i) the applicant to pay any Total TPM/TTM NITM Fees that remain outstanding as a result of a determination that a subsequent landowner or developer is not subject to the payment obligations hereunder, and (ii) the developer of each Parcel to pay any Total Parcel NITM Fees that remain outstanding, including, but not limited to, any shortfalls caused by the failure of the Parcel to generate NITM Fee revenues equivalent to the Total Parcel NITM Fees for the Parcel, if and at such time as the Director has determined, in his or her reasonable discretion, that no land that is reasonably likely to be developed remains within the Parcel. The agreement may also require the applicant to obtain a bond or other security if the Director determines, in his or her reasonable discretion, that the applicant may not possess sufficient assets to fully develop the TPM or TTM.

ARTICLE c. ADJUSTMENTS

Sec. 6-3-706 Changes in Land Use, Development Intensity, or the NITM Improvements

A. If (i) an applicant proposing to develop one or more Future Development Areas requests a General Plan Amendment, Zone Change, Interim Review, and/or a change in the intensity of development within one or more Future Development Areas, or (ii) an Interim Review or a Five-Year Review is prepared, changes may occur in the List of NITM Improvements that necessitate one or more revisions to the NITM Improvements assigned to all or a part of a Future Development Area. In such event, the List of NITM Improvements shall be modified by the Director, in his or her reasonable discretion, after consultation with the NITM Advisory Committee, to reflect (a) one or more NITM Fee Transfers, (b) one or more NITM Fee Increases, and/or (c) one or more NITM Fee Reductions, as applicable.

B. Notwithstanding anything herein to the contrary, revisions to fees allocated to or within a Future Development Area after the earlier of (i) the Issuance of First Building Permit or (ii) Commencement of Construction may only be made by an amendment to an agreement executed pursuant to Section 6-3-705.B, and, subject to Section 6-3-708, no changes shall be made to any fee within a Final Map if a building permit has been issued within said Final Map. The Director agrees to execute any such amendment if the Director determines, after consultation with the NITM Advisory Committee, that such modifications are warranted. In the event of such determination by the Director, the applicant shall prepare and submit to the Director an updated NITM Fee Allocation Plan for each TPM and TTM affected by the modifications that reflects the approved modifications and that the applicant proposes for incorporation into the amendment.

C. A Comprehensive NITM Traffic Study shall be required prior to the approval of

any revision to the List of NITM Improvements by the Director in order to determine new ADT apportionments and the phasing and funding of NITM Improvements affected by development within the Future Development Area(s). The timing for the filing of these studies shall be as follows:

1. The applicant shall be required to provide a Comprehensive NITM Traffic Study at the time the applicant submits an application for a General Plan Amendment or Zone Change affecting the ADTs generated within one or more Future Development Areas.

2. The applicant shall prepare a Comprehensive NITM Traffic Study during the processing of an Interim Review.

D. If an applicant proposes to transfer land use entitlement or intensity between two or more Future Development Areas or within a Future Development Area the applicant shall be required to provide at the time of the application for such transfer a completed Transfer of Intensity Analysis and an updated NITM Fee Allocation Plan for each TPM and TTM impacted by the transfer that reflects the proposed transfer. Subject to the limitations on revisions to fees set forth in paragraph A above, such transfers shall be permitted if they satisfy the requirements of the Zoning Ordinance.

E. NITM Fee adjustments shall be implemented in accordance with the following:

1. If a Five-Year Review or an Interim Review demonstrates that the List of NITM Improvements can be reduced as a result of updated land use and transportation assumptions, the Director shall implement NITM Fee Reductions within Future Development Areas as the Director deems appropriate. If a Five Year Review or an Interim Review demonstrates that the cost associated with construction of the NITM Improvements has either increased or decreased, the Director shall implement either NITM Fee Increases or NITM Fee Reductions within Future Development Areas as the Director deems appropriate, in accordance with this Section.

2. If a Zone Change or General Plan Amendment identifies the need for additional transportation improvements to mitigate the subject Zone Change or General Plan Amendment, such additional improvements shall not be included in the List of NITM Improvements but shall be a mitigation responsibility of the Zone Change or General Plan Amendment. If a Zone Change or General Plan Amendment indicates that the List of NITM Improvements can be reduced, the Director shall implement NITM Fee Reductions within the affected Future Development Areas. There shall be no NITM Fee Reductions as a result of lowering development intensity unless it is accompanied by a lowering of improvement costs. If a Zone Change or General Plan Amendment has the effect of lowering the proportion of ADTs that have been assigned to another Future

Development Area, the Director shall implement NITM Fee Reductions in the other Future Development Area and implement a NITM Fee Increase in the Future Development Area that is the subject of the Zone Change or General Plan Amendment.

3. If a land use intensity reduction is approved by the City, a NITM Fee Reduction may be implemented by the Director only if the land use intensity reduction has the effect of eliminating or reducing the cost of an improvement in the List of NITM Improvements. In no case shall a land use intensity reduction result in a NITM Fee Increase to other Future Development Areas notwithstanding the fact that the reduction has the effect of increasing the proportion of ADTs that have been assigned to other Future Development Areas with regard to an improvement on the List of NITM Improvements.

4. Based on the findings of a Transfer of Intensity Analysis that has been prepared in connection with a land use intensity transfer that is permitted by the Zoning Ordinance, the Director may implement a NITM Fee Increase for the Future Development Area to which the land use intensity is being transferred, and a NITM Fee Reduction for the Future Development Area from which the land use intensity is being transferred.

5. If the owner of any or all of Future Development Areas Great Park IA, Great Park IB, Great Park IC, Great Park II, Great Park III, and/or Great Park IV elects to develop one or more of said Future Development Areas under the "Base Plan" rather than under the "Overlay Plan" (as those terms are used in General Plan Amendment 47782-GA, approved by the adoption of Resolution No. 03-60, on May 27, 2003), the owner or developer of said Future Development Area(s) shall be required to prepare and submit to the City an Interim Review at the time it files its first TTM or TPM. The Director shall implement NITM Fee Reductions in light of that Interim Review as the Director deems appropriate.

F. Notwithstanding anything to the contrary in this Ordinance, an applicant may, at any time, submit a proposal to the Director for, or the Director may implement, an alternative mitigation measure to one of the NITM Improvements set forth in the List of NITM Improvements. Any such proposal shall include an analysis evidencing how the alternative mitigation measure would satisfy the City's traffic mitigation requirements with respect to the NITM Improvement that would be replaced and not result in any new or additional impacts. If the Director, after consultation with the NITM Advisory Committee, determines that the alternative mitigation measure would fully satisfy the City's traffic mitigation requirements with respect to the NITM Improvement that would be replaced, he or she shall revise the List of NITM Improvements to reflect the alternative mitigation measure.

G. In the event that the Director determines that (i) the NITM Nexus Study, as it relates to the Fair Share Funded Improvements, (ii) the Fair Share Funded Improvements, as set forth in the List of NITM Improvements, or (iii) the traffic model and analyses underlying the NITM Program, as it affects the Fair Share Funded Improvements, contains an error that (a) causes one or more improvements necessary to mitigate traffic impacts from the development of the Properties not to be included as a Fair Share Funded Improvement, (b) results in an incorrect projected cost of one or more of the Fair Share Funded Improvements, or (c) results in an erroneous allocation of traffic mitigation costs to one or more Future Development Areas, the Director shall have the authority, after consultation with the NITM Advisory Committee, to take such action as may be necessary to correct any such error. Such correction may include modifying the Fair Share Funded Improvements, revising the projected cost of one or more of the Fair Share Funded Improvements, modifying the NITM Fees applicable to any Future Development Area, and modifying the allocation of NITM Fees to any Future Development Area. The provisions of this Paragraph G shall apply only to Fair Share Funded Improvements located outside of the municipal boundaries of the City and its adopted sphere of influence.

ARTICLE d. MISCELLANEOUS

Sec. 6-3-707. Expenditure of NITM Fees by City and NITM Advisory Committee

A. The NITM Advisory Committee shall provide advisory recommendations to the City regarding the priority of improvements to be constructed with NITM Fees. To the extent feasible, the City shall expend NITM Fees within a reasonable time after their collection from applicants to fund the specific NITM Improvements required for the Future Development Area in which the NITM Fees are collected, taking into consideration any TPM/TTM Traffic Studies that have been submitted to the City. However, the City reserves the right to fund NITM Improvements in a timely manner through the use of NITM Fees collected from property owners in any Future Development Area.

B. The Director is authorized to develop and implement procedures for the accounting for and disbursement of NITM Fees paid pursuant to the NITM Program that represent Fair Share Funded Improvements under the jurisdiction of another agency. These procedures shall include the accounting of such NITM Fees and, upon the written request of the agency with jurisdiction over a particular Fair Share Funded Improvement, the disbursement to that agency of the portion of the NITM Fees allocated to such Fair Share Funded Improvement that have been collected on behalf of that agency to such agency upon both (1) the agency with jurisdiction over the Fair Share Funded Improvement commencing construction of, or otherwise committing to the construction of, the Fair Share Funded Improvement or an alternative improvement deemed by both that agency and the Director as acceptable alternative mitigation, and (2) the City's collection of NITM Fees for that agency in an amount equal or greater to that allocated by

the NITM Program to the Fair Share Funded Improvement. Any such written request shall further state that such payment by the City of the portion of the NITM Fees collected as the contribution to the Fair Share Funded Improvement shall satisfy all of the fair share obligations of the Properties under the NITM Program for such improvement. The Director shall have the authority from time to time, in the Director's sole discretion, to modify the promulgated procedures for the accounting for and disbursement of NITM Fees for Fair Share Funded Improvements.

Sec. 6-3-708. Indexing of Costs

The Director shall, on July 1st of each year, commencing in 2004, apply an inflation escalator to NITM Fee levels and to the projected land acquisition costs as set forth in the List of NITM Improvements for all rights of way located outside of the territorial boundaries of the Properties, based upon the California Highway Construction Cost Index for the preceding calendar year. In the event that the California Highway Construction Cost Index ceases to be published, the Director shall, upon the unanimous consent of the NITM Advisory Committee, select a successor index.

The Director shall, on July 1st of each year, commencing in 2004, apply a fixed inflation escalator, in the amount of five percent (5%) per year, compounded annually, to the projected land acquisition costs as set forth in the List of NITM Improvements for all rights of way owned by any of the owners of the Properties and needed for a NITM Improvement.

Sec. 6-3-709. Applicant Construction of Road Improvements and Credits/Reimbursements

Should an applicant offer to construct road improvements or convey rights of way that are eligible for funding under the NITM Program, the applicant may, prior to commencing construction, apply to, and enter into an agreement with, the Director for credits or reimbursement. The agreement shall provide for the Director to determine, in his or her discretion and after consultation with the NITM Advisory Committee, the acceptability of the improvements or properties, and the credits or reimbursements to be granted to the applicant. In the case of credits, the Director shall also have discretionary approval over the Future Development Area, TTM or TPM to which such credits shall be applied. In the case of reimbursements, the agreement shall set forth the amount and payment terms of the reimbursement.

Credits and reimbursements shall be based on the applicant's actual cost of constructing the applicable NITM Improvements; provided, however, that an applicant shall not receive credits or reimbursements for any costs in excess of the estimated costs for said improvement, as set forth in the List of NITM Improvements, unless the applicant receives the written approval of the Director.

Sec. 6-3-710. City Reviews of NITM Program

The City shall conduct Five-Year Reviews of the NITM Program. Such reviews shall be conducted every five years, commencing in the first full month following the fifth anniversary of the NITM Program, regardless of the conduct of any Interim Reviews during the five-year period; provided, however, that the Advisory Committee, upon the unanimous consent of all of its members, may determine not to conduct an otherwise scheduled Five-Year Review upon determining that the Five-Year Review is not needed due to either the rate of development within the Properties, the information obtained from a recent Interim Review, or other factors. In its conduct of a Five-Year Review, the City shall consult the NITM Advisory Committee.

Sec. 6-3-711. Appeals

Any decision of the Director pursuant to this Ordinance may be appealed to the City Council in accordance with the provisions of Chapter 2-5 of the City's Zoning Ordinance.

SECTION 5. If any word, phrase, sentence, part, section, subsection, or other portion of this Ordinance, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Ordinance, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect.

SECTION 6. This Ordinance shall be posted in accordance with the provisions of the Irvine Municipal Code and shall become effective sixty (60) days from and after the date of its passage.

SECTION 7. The City Staff is hereby authorized and directed to file and post a Notice of Determination for the project.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 10th day of June, 2003.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, JERI L. STATELY, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Ordinance was introduced for first reading on May 27, 2003, and duly adopted at a regular meeting of the City Council of the City of Irvine held on the 10th day of June, 2003, by the following vote:

AYES:	5	COUNCILMEMBERS:	Krom, Mears, Shea, Ward and Agran
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	0	COUNCILMEMBERS:	None

CITY CLERK OF THE CITY OF IRVINE

AFFIDAVIT OF POSTING

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF IRVINE)

I, JERI L. STATELY, City Clerk of the City of Irvine, HEREBY DO CERTIFY that on the 19th day of June, 2003, I caused to have posted the foregoing true and correct copy of Ordinance No. 03-20 of the City of Irvine in the following public places in the City:

1) Bulletin Board in Walnut Village Shopping Center, Culver and Walnut, Irvine.

2) Bulletin Board in University Park Shopping Center, Culver at Michelson, Irvine.

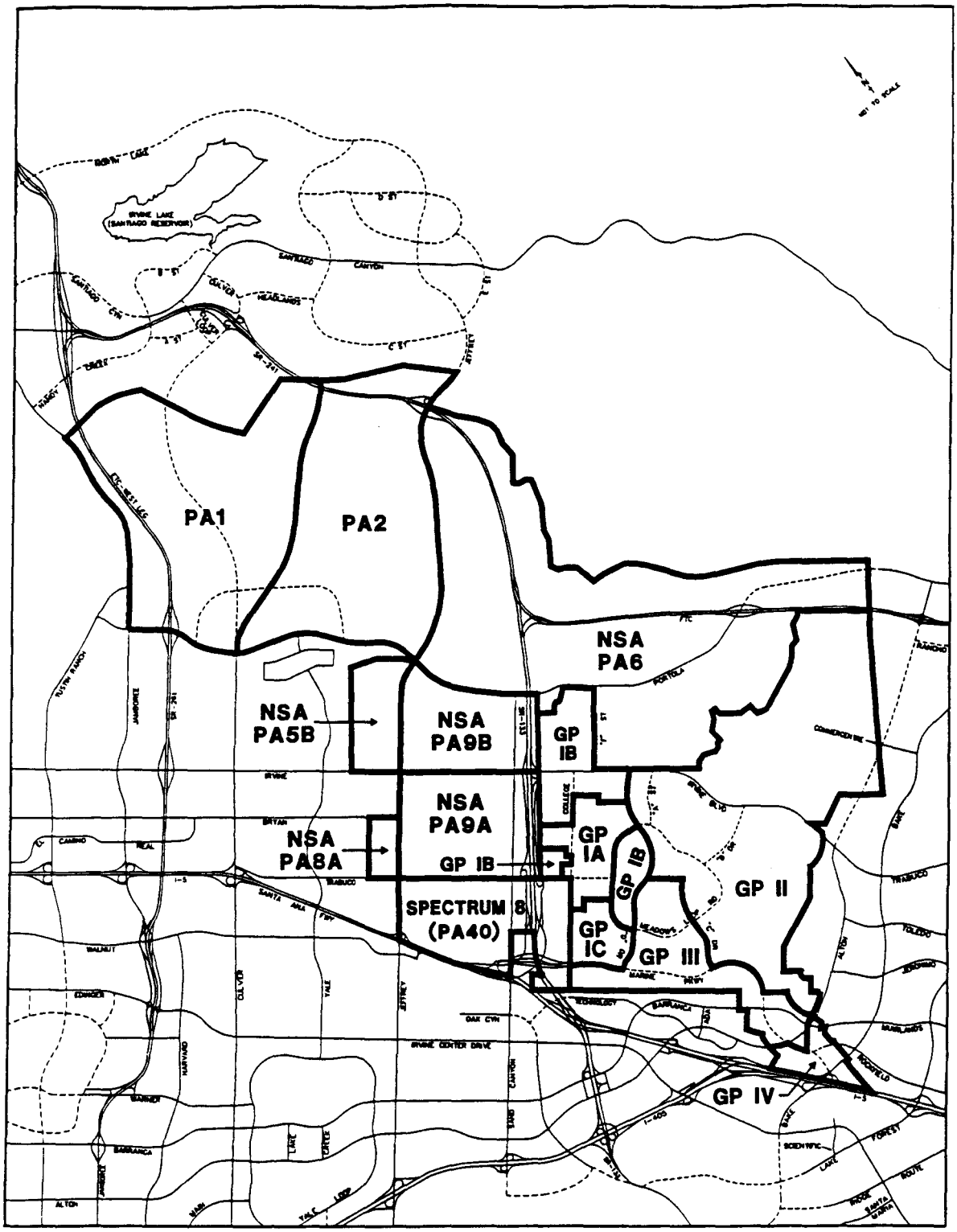
3) Bulletin Board in Northwood Shopping Center, Irvine Boulevard at Yale, Irvine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City Council of the City of Irvine, California, the 19th day of June, 2003.

CITY CLERK OF THE CITY OF IRVINE

ATTACHMENT "A"

MAP OF THE PROPERTIES



Abbreviations:

GP	Great Park
NSA	Northern Sphere Area
PA	Planning Area

EXHIBIT "E"

CFD APPORTIONMENT AND METHODOLOGY

EXHIBIT E

CFD APPORTIONMENT AND METHODOLOGY

Under the terms of Section 6.1 of the Great Park Development Agreement, the parties to the agreement have irrevocably consented to the formation of one or more Community Facilities Districts by the City of Irvine (the "CFDs"), the issuance of CFD bonds, the imposition of special taxes against the property within the CFDs, and the apportionment of the costs and expenses of the Proposed Public Benefit Facilities and Services ("Facilities and Services") as set forth herein. The City of Irvine's (the "City") decision to permit the formation of these CFDs is consistent with the City's adopted Financial Policies and Practices for Special District Financing of Public Improvements (the "Policies and Practices"), which allow the use of CFDs when, in the City's opinion, the public facilities of a development represents a significant public benefit. Significant public benefit is defined as a public facility having regional impact and/or benefit beyond the proposed development. The proposed development project must also be consistent with the City's General Plan and have secured appropriate land use entitlements from the City to allow for the implementation of the ultimate development of the area.

The intent of this Exhibit E is to establish basic parameters related to the structure of the one or more CFDs to be established in the Great Park.

I. Eligible Public Benefit Facilities and Services

Under the Policies and Practices, infrastructure and public facilities eligible for CFD financing must be owned, operated and maintained by the City or another public agency, except that up to five percent of the proceeds of an issue may be for improvements owned and/or operated by a privately-owned public utility. As part of any CFD application or property owner petition, all public facilities, fees and services must be described and prioritized. If necessary to complete the proposed Public Benefit Facilities, the City will make reasonable efforts to execute one or more joint community facility agreements in accordance with Government Code Section 53316.2.

(a) Facilities

The public facilities to be funded through the CFDs are those public facilities and improvements described in the "Orange County Great Park Preliminary Cost Estimate," Vol. 1 ("Cost Summary") and Vol. 2 ("Detailed Cost Data"), prepared for the City by Fuscoe Engineering, Inc., dated January 31, 2003, on file with the City (the "Cost Estimate"). Provided, however, the financial values included in the Cost Estimate for various components of the public facilities to be funded by the CFD represent only the estimate of the cost of such facilities as of the date of the Cost Estimate, and do not govern or affect the scope or extent of the public facilities included in the Cost Estimate; and provided further, that by mutual

written agreement between the City and Developer, the scope, or the specific components, of the public facilities to be funded by the CFD, may be modified based upon implementation of the Great Park Project.

(b) Services

The services to be funded through the CFD may include police and fire protection services within the publicly owned lands comprising the Great Park and associated open space, operations, maintenance and programming related to the Great Park (including the Sports Park lands and facilities), and roadway and park operation and maintenance services. Such services shall be funded by each CFD only to the extent that they are in addition to those services provided in the territory of such CFD before the CFD was created, and such services may not supplant services already available within this territory prior to the formation of the CFD.

II Allocation of Costs for Eligible Facilities and Services

The allocation of the costs for the Proposed Public Benefit Facilities and Services to each of the four Parcels within the Project shall be based on the percentages stated in Section 6.1.3 of the Development .

III Administrative Procedures Prior to the Formation of Each CFD

A written request for CFD financing must be initiated by a property owner (the "Developer") subject to payment of the special tax, as defined per statutory requirements. An advance reimbursement agreement shall be executed and a sum sufficient to pay all fees and costs for the CFD formation shall be deposited with the City by the Developer prior to the beginning of formation proceedings.

A fiscal feasibility report may, at the City's discretion, be required if the land within the proposed CFD is substantially undeveloped. The report shall be prepared by or at the direction of the City. All costs for preparing the report shall be borne by the Developer. An estimate of the report costs will be made prior to initiating the study and the Developer shall deposit that amount prior to starting the report.

The City will include in the Resolution of Intention and Resolution of Formation for the CFD a covenant to repay all costs advanced by the Developer, consistent with the City's practice in relation to other land-secured financings.

IV Rate & Method of Apportionment of the Special Tax

A special tax may be levied on all Assessor's Parcels defined as "Taxable Property" in each of the CFDs and collected each Fiscal Year after the formation of a CFD in an amount determined through the application of a Rate and Method of Apportionment ("RMA") that will be adopted

by the City and approved by the Developer during the process of each formation. The proposed RMA of the special tax for each of the CFDs shall comply with the following criteria:

A. The special tax formula delineated within an RMA shall be reasonable and equitable in allocating Facilities and Services costs to the future property owners within the CFD. Exemptions from the special tax may be given to parcels that are publicly owned, owned by a property owner's association, or intended for affordable housing.

B. 110% gross debt service coverage shall be required for all bonded indebtedness. All RMAs shall contain a "backup" tax or mandatory special tax prepayment program that will assure 110% debt service coverage under all development scenarios.

C. The projected annual special tax revenues shall include funding for reasonable and necessary annual administrative expenses and other direct operational costs for each CFD.

D. The special tax formula may provide for: (a) the accumulation of funds reasonable required for current or future debt service; (b) any amounts required to establish or replenish any CFD reserve fund; (c) amounts equal to projected delinquencies of special tax payments; (d) costs associated with the release of funds from an escrow account; (e) amounts to pay directly for the acquisition or construction of eligible facilities; and/or (f) costs associated with credit enhancement or rebate payments.

E. A prepayment formula shall be included for each CFD to enable a property owner to prepay the special tax on an Assessor's Parcel at any time after a building permit has been issued for that Parcel.

F. An annual escalator of up to two percent (2.0%) per year may be applied to the maximum special tax that may be levied on all Assessor's Parcels of taxable property within a CFD to fund Facilities.

G. An annual escalator of up to the annual rate of increase in the Consumer Price Index during the prior calendar year may be applied to the maximum special tax that may be levied on all Assessor's Parcels of Taxable Property within a CFD to fund Services.

H. The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the Council shall determine, including direct billing of the affected property owners.

The projected *ad valorem* property tax and other direct and overlapping assessments and taxes for the proposed development project, including the maximum special tax for each proposed CFD, is not intended to exceed two percent (2.0%) of the anticipated assessed value of each improved residential parcel upon completion of the improvements. Allocation of backbone infrastructure costs to be funded through the CFD shall therefore be based on projected sales

prices/valuations of newly developed homes, not to exceed two percent (2.0%) of such values. These projected residential values shall be prepared by an independent consultant selected by the City.

V Special Tax Disclosure

Full disclosure of the special tax is required to be in compliance with applicable statutory authority. The disclosure notices provided to purchasers of property shall clearly state the amount of the maximum annual special tax which the property owner can be expected to incur. The City, in it its sole judgment, may require additional property owner notification if it deems such disclosure will assist subsequent property owners' awareness of the lien obligation.

VI Credit Quality Requirements for CFD Bond Issuances

Bonds to be issued by the City must satisfy certain credit quality requirements. Credit enhancements may be required at the discretion of the City and may include, but are not limited to, letters of credit, escrows, prepaid debt service and bond insurance. The City may apply credit criteria in addition to the criteria below in determining whether to issue bonds, and may disregard certain of the criteria if it is determined that such action would not imperil the security of the bonds or that the issuance of the bonds would accomplish a specified public policy goal.

A. Value-to-Debt Ratio

All CFD bond issues shall require at least a three-to-one property value to public lien ratio. The City shall select the appraiser, and the appraisal shall be based on criteria as described below under Section VII, below. The appraisal must be dated within six months of the date the bonds are issued. Property value may be based either on appraisal, or on assessed values as indicated on the assessor's tax roll, or a combination of both. The ability to include "escrowed" bonds (bonds which do not meet the 3 to 1 value to lien requirement) without acceptable credit enhancement shall be subject the approval by the City. All variable-rate debt shall also require credit enhancement acceptable to the City.

B. Reserve Fund

A bond reserve fund equal to the lesser of (i) ten percent (10%) of the original proceeds of the bond issue, (ii) the maximum annual debt service on all outstanding bonds, or (iii) 125% of the average annual debt service on all outstanding bonds shall be required for all special district bond issues. Notwithstanding the foregoing, a smaller reserve fund may be permitted, at the discretion of the City, by the City for bond issues where a significant portion of the buildable acreage has been developed and the value to debt ratio for undeveloped property is in excess of the 3 to 1 value to lien requirement.

C. Property Tax Delinquency Rates

Unless otherwise approved by the City in its sole and absolute discretion, property tax delinquency rates on parcels included in a CFD must be no greater than ten percent (10%) on the date on which bonds are issued for that CFD.

D. Development Feasibility (Market Absorption)

A market absorption study of the proposed development project may be required, at the sole and absolute discretion of the City. The absorption study shall be used to determine if the financing of the public facilities is appropriate given the timing of development and if sufficient revenues will be generated by the project to retire the debt service.

An inadequate property value to public lien ratio, tax delinquencies in excess of ten percent (10%), or projects of questionable economic viability may cause the City to disallow the sale of bonds or require additional credit enhancement prior to bond sale. The City may consider exceptions to the above policies for bond issues that do not represent an unusual credit risk, either due to credit enhancement or other reasons specified by the City. Each bond issue shall be structured to reasonably protect bond owners from default of the issue and to ensure the bonding capacity and credit rating of the City.

VII. Appraisal

A detailed, complete appraisal of the property shall be required if a property is subject to any lien or tax required to secure any public financing. The appraisal shall be a written self-contained report independently and impartially prepared by a licensed MAI appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by presentation and analysis of relevant market information.

The appraisal shall reflect nationally recognized appraisal standards including, to the extent appropriate, the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation; the *Code of Professional Ethics* and the *Standards of Professional Appraisal Practice* of the Appraisal Institute. An appraisal should also generally conform to the *Appraisal Standards for Land-Secured Financings* provided by the California Debt and Investment Advisory Commission.

An appraisal report must contain sufficient documentation including valuation data and appraiser's analysis of the data to support his or her opinion of value. At a minimum, the appraisal report shall contain the following items:

A. The purpose and/or function of the appraisal, an identification of the property being appraised, the intended use, the identity of the current and intended uses, and a statement of the assumptions and limiting conditions affecting the appraisal.

B. An adequate description of the physical characteristics of the property being appraised, location, zoning, present use, and an analysis of highest and best use.

C. A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

D. A statement of the value of real property.

E. The effective date of valuation, date of appraisal, signature and certification of the appraiser.

VIII City Liability

All statements and material related to the sale of CFD bonds shall emphasize and state that neither the faith, credit, nor the taxing power of the City is pledged to the repayment of the bonds, nor that there is an obligation of the City to replenish the reserve fund from revenue sources other than special taxes, annual assessments or proceeds from foreclosure proceedings. The City shall have no liability, contingent or otherwise, for the debt service related to any CFD bonds.

IX Subdivision Improvement Bonds

To the extent that any of the Proposed Public Benefit Facilities to be funded by the CFD constitute improvements required to be constructed pursuant to any subdivision improvement agreement or as a condition to approval of any subdivision map affecting any portion of the Property, then in determining the face amount of any improvement bonds required by the City with respect to any such subdivision improvement agreement and/or subdivision map, that portion of any funds deposited in the improvement fund to be established for the CFD which are available for qualified improvements may be considered as the equivalent of a completion bond for purposes of Government Code Section 66499, and the face amount of such bonds shall be reduced accordingly. Further, to the extent bond proceeds are available for the cost of such improvements, no such bonds will be required by the City, and if already posted, the City will release the bonds upon the funding of the costs of such improvements.

X. Construction Management

City will consider financing the Proposed Public Benefit Facilities through a construction management process by which the Developer, or an affiliate of the Developer, shall, on behalf of the CFD, cause the completion of the Proposed Public Benefit Facilities with the right and duty to make periodic disbursements for the costs of the Proposed Public Benefit Facilities, subject to terms and conditions satisfactory to the City to ensure the prompt lien-free completion of the Proposed Public Benefit Facilities.

XI. Improvement Areas

City will consider designating a portion or portions of the Property as separate improvement areas pursuant to Government Code Section 53350.

EXHIBIT "F"

CFD PETITION

PETITION FOR ESTABLISHMENT OF A
COMMUNITY FACILITIES DISTRICT UNDER THE
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

TO THE CITY COUNCIL OF THE CITY OF IRVINE:

Pursuant to Sections 53318 and 53319 of the California Government Code, the undersigned, as the authorized representative of Heritage Fields LLC, a Delaware limited liability company ("Owner"), hereby represents and petitions as follows:

1. Owner is the owner or lessee of the real property described in Exhibit "F-1," attached hereto.

2. Owner hereby petitions this City Council (this "Council") to do the following:

a. to initiate and conduct legal proceedings pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish a community facilities district to be known as "Community Facilities District No. 2005-1, City of Irvine, State of California" ("CFD No. 2005-1") to encompass the real property described in Exhibit "F-1" for the purpose of financing the acquisition and construction of the public capital facilities (the "Facilities") and certain services (the "Services") described in Exhibit "F-2" attached hereto and related incidental expenses of the proceedings and special tax bond financing;

b. to conduct a landowner-voter election in accordance with the Act to obtain authorization to levy a special tax and to issue special tax bonds as shall be more fully established during the course of the requested legal proceedings for establishment of CFD No.2005-1; and

c. upon successful completion of the legal proceedings for establishment of CFD No. 2005-1 and the subject election, and subject to such terms and conditions as this Council may establish, to utilize this Council's best efforts to accomplish issuance and sale of special tax bonds as authorized to finance the acquisition and construction of the Facilities and the related incidental expenses of the proceedings and bond financing and to levy an additional special tax in CFD No. 2005-1 sufficient to fund the services.

Respectfully submitted,

"DEVELOPER"

Heritage Fields, LLC a Delaware limited liability company

By: Lennar-LNR Heritage Fields LLC, a Delaware limited liability company
Its: Administrative Member

By: Lennar Homes of California, Inc., a California corporation
Its: Managing Member

By:_____
Name:_____
Title:_____

EXHIBIT "A"
(LEGAL DESCRIPTION)

PARCEL 1

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 359 AND 370 OF BLOCK 120, LOTS 360 AND 369 OF BLOCK 142, LOTS 241 AND 242 OF BLOCK 121, LOTS 271, 272, 277 AND 278 OF BLOCK 141, AND LOTS 279 AND 280 OF BLOCK 140, OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS, LYING WITHIN THE U.S.M.C.A.S.-EL TORO PROPERTY, AND AS SHOWN ON RECORD OF SURVEY 97-1038 FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, ALL OF THE ABOVE DOCUMENTS AND MAPS ON FILE IN THE RECORDERS OFFICE OF SAID COUNTY, LYING NORTHERLY, NORTHWESTERLY, AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF SAID BLOCK 142; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 271, SAID LINE BEING ALSO THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49° 21' 16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE OF IRVINE BOULEVARD TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID CENTERLINE SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3776.61 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 1107.25 FEET THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 32° 59' 43" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE 1193.90 FEET THROUGH A CENTRAL ANGLE OF 57° 00' 17"; THENCE SOUTH 00° 00' 00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2400.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 2768.42 FEET THROUGH A CENTRAL ANGLE OF 66° 05' 28";

THENCE SOUTH 66° 05' 28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 1038.99 FEET THROUGH A CENTRAL ANGLE 23° 48' 43";

THENCE SOUTH 42° 16' 45" WEST 235.22 FEET; THENCE NORTH 49° 51' 20" WEST 281.26 FEET TO THE BEING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE 1574.20 FEET THROUGH A CENTRAL ANGLE OF 90° 11' 43";

THENCE NORTH 49° 14' 49" WEST 1446.32 FEET; THENCE SOUTH 41° 14' 17" WEST 275.57 FEET; THENCE NORTH 49° 21' 34" WEST 817.62 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 279, SAID POINT LYING DISTANT THEREON SOUTH 40° 39' 31" WEST 1675.66 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 279.

EXCEPTING THEREFROM THAT 30.00 FOOT WIDE STRIP OF LAND KNOWN AS FORMER IRVINE BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY.

PARCEL 2

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 303 AND 306 OF BLOCK 173, LOTS 281 THROUGH 284 INCLUSIVE, OF BLOCK 155, LOT 280 OF BLOCK 140, LOTS 271, 272 AND 277 OF BLOCK 141, LOTS 273 THROUGH 276 INCLUSIVE, OF BLOCK 154, LOTS 299, 300 AND 302 OF BLOCK 174, LOTS 362, 363, 366 AND 367 OF BLOCK 153, AND LOT 313 OF BLOCK 175 OF IRVINE'S SUBDIVISION, AS SHOWN ON MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS, LYING WITHIN THE U.S.M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, ALL OF THE ABOVE MAPS ON FILE IN THE RECORDER'S OFFICE OF SAID COUNTY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF SAID IRVINE'S SUBDIVISION, SAID QUARTER CORNER BEING SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 271, SAID LINE BEING ALSO ALONG THE FORMER CENTERLINE OF IRVINE BOULEVARD, AS SHOWN ON SAID RECORD OF SURVEY, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE OF IRVINE BOULEVARD TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID CENTERLINE SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3776.61 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 1107.25 FEET THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 32° 59' 43" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE 1193.90 FEET THROUGH A CENTRAL ANGLE OF 57° 00' 17"; THENCE SOUTH 00° 00' 00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2400.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 2226.96 FEET THROUGH A CENTRAL ANGLE OF 53° 09' 53";

THENCE NON-TANGENT TO SAID CURVE SOUTH 39° 16' 19" EAST 1519.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 58° 27' 48" WEST;

THENCE SOUTHERLY ALONG SAID CURVE 1155.88 FEET THROUGH A CENTRAL ANGLE OF 31° 32' 12"; THENCE NON-TANGENT TO SAID CURVE SOUTH 00° 57' 09" WEST 276.56 FEET; THENCE NORTH 89° 02' 51" WEST 141.47 FEET; THENCE SOUTH 00° 57' 09" WEST 221.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE 188.50 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00";

THENCE SOUTH 89° 02' 51" EAST 38.00 FEET; THENCE SOUTH 00° 57' 09" WEST 396.66 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 813.74 FEET THROUGH A CENTRAL ANGLE OF 38° 51' 11";

THENCE SOUTH 39° 48' 20" WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38° 31' 40";

THENCE SOUTH 01° 16' 40" WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 01° 09' 46" EAST; THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 3582.01 FEET THROUGH A CENTRAL ANGLE OF 128° 16' 17" TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID BLOCK 155, SAID POINT LYING DISTANT ALONG SAID PARALLEL LINE NORTH 49° 20' 21" WEST 616.16 FEET FROM THE SOUTHEASTERLY LINE OF SAID LOT 283;

THENCE ALONG SAID PARALLEL LINE SOUTH 49° 0' 21" EAST 616.16 FEET TO SAID SOUTHEASTERLY LINE; THENCE ALONG A LINE THAT IS PARALLEL WITH AND DISTANT 50.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID BLOCK 173, SOUTH 49° 20' 18" EAST 1220.06 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED LINE.

EXCEPTING THEREFROM THE 970.435 ACRE PARCEL SHOWN ON RECORD OF SURVEY 98-1077, FILED IN BOOK 173, PAGES 28 THROUGH 31, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM

(FAA TRANSFER, BUILDING 746)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 273 OF BLOCK 154 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1 PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038 FILED IN BOOK 171 PAGES 1 THROUGH 49 INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE U.S.M.C.A.S EL TORO BOUNDARY LINE SHOWN ON SHEET 10 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCES OF "NORTH 40° 40' 32" EAST 358.95 FEET; THENCE SOUTH 13° 55' 53" WEST 2261.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 49° 27' 24" EAST 278.74 FEET; SOUTH 40° 38' 57" WEST 248.59 FEET; THENCE NORTH 49° 45' 07" WEST 278.85 FEET; THENCE NORTH 40° 40' 21" EAST 250.33 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3A-1

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 290 OF BLOCK 156, AND LOTS 307 AND 310 OF BLOCK 172 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, AND ALSO THOSE PORTIONS OF PARCELS 1A AND 2, DESCRIBED IN THE DEED RECORDED IN BOOK 11831, PAGE 1062 AND BOOK 11253, PAGE 959 OF OFFICIAL RECORDS, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, ALL AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, ALL OF THE ABOVE DOCUMENTS AND MAPS ON FILE IN THE RECORDERS OFFICE OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF ALTON PARKWAY WITH THE WESTERLY LINE OF SAID PARCEL 2, SAID INTERSECTION BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1800.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 37° 36' 19" WEST, (SHOWN AS SOUTH 37°36'05" WEST ON SAID RECORD OF SURVEY);

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID CENTERLINE 815.37 FEET THROUGH A CENTRAL ANGLE OF 25° 57' 15"; THENCE LEAVING SAID CENTERLINE SOUTH 04° 46' 49" WEST 323.29 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 616.04 FEET THROUGH A CENTRAL ANGLE OF 25° 12' 42";

THENCE SOUTH 20° 25' 53" EAST 490.17 FEET; THENCE NORTH 40° 26' 55" EAST 1130.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 417.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 299.22 FEET THROUGH A CENTRAL ANGLE OF 41° 06' 48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 89° 20' 07" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE 265.18 FEET THROUGH A CENTRAL ANGLE OF 29° 19' 55"; THENCE NON-TANGENT TO SAID CURVE NORTH 09° 24' 49" WEST 60.00 FEET TO A POINT ON SAID CENTERLINE; THENCE NORTH 80° 35' 11" EAST 399.69 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1800.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE, BEARS SOUTH 08° 31' 46" EAST; THENCE EASTERLY ALONG SAID CURVE 496.71 THROUGH A CENTRAL ANGLE OF 15° 48' 39" TO THE EASTERLY LINE OF SAID PARCEL 2.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

PARCEL 3A-2:

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 279, 280, 285, AND 286 OF BLOCK 140, AND LOTS 281, 283, AND 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP FILED IN BOOK 1 PAGE 88, OF MISCELLANEOUS MAPS, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AND AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, ALL OF THE RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 SAID QUARTER CORNER BEING SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 271, SAID LINE BEING ALSO THE FORMER CENTERLINE OF IRVINE BOULEVARD, AS SHOWN ON SAID RECORD OF SURVEY, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING NORTH 49° 21' 16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE OF IRVINE BOULEVARD; THENCE LEAVING SAID FORMER CENTERLINE SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3776.61 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 1107.25 FEET THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 32° 59'43" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE 1193.90 FEET THROUGH A CENTRAL ANGLE OF 57° 00′ 17″; THENCE SOUTH 00°00′00″ WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2400.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 2226.96 FEET THROUGH A CENTRAL ANGLE OF 53° 09′ 53″ TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 39°16′19″ EAST 1519.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 58°27′48″ WEST;

THENCE SOUTHERLY ALONG SAID CURVE 1155.88 FEET THROUGH A CENTRAL ANGLE OF 31° 32′ 12″; THENCE NON-TANGENT TO SAID CURVE SOUTH 00°57′09″ WEST 276.56 FEET; THENCE NORTH 89° 02′ 51″ WEST 141.47 FEET; THENCE SOUTH 00°57′09″ WEST 221.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 188.50 FEET THROUGH A CENTRAL ANGLE OF 90° 00′ 00″; THENCE SOUTH 89° 02′ 51″ EAST 38.00 FEET; THENCE SOUTH 00° 57′ 09″ WEST 396.66 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 813.74 FEET THROUGH A CENTRAL ANGLE OF 38° 51′ 11″; THENCE SOUTH 39° 48′ 20″ WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38°31′40″; THENCE SOUTH 01° 16′ 40″ WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 01° 09′ 46″ EAST; THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 3582.01 FEET THROUGH A CENTRAL ANGLE OF 128° 16′ 17″ TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID BLOCKS 155 AND 140, SAID POINT LYING DISTANT ALONG SAID PARALLEL LINE NORTH 49°20′21″ WEST 616.16 FEET FROM THE SOUTHEASTERLY LINE OF SAID LOT 283; THENCE NORTH 49°20′21″ WEST 9954.02 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 286; THENCE NORTH 40° 39′ 31″ EAST 3554.68 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOTS 286 AND 279 TO A POINT LYING DISTANT THEREON SOUTH 49° 9′ 31″ WEST 1675.66 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 279;

THENCE SOUTH 49° 21′ 34 EAST 817.62 FEET; THENCE NORTH 41° 14′ 17″ EAST 275.57 FEET; THENCE SOUTH 49° 14′ 49″ EAST 1446.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 49° 39′ 37″ WEST;

THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG SAID CURVE 1574.20 FEET THROUGH A CENTRAL ANGLE OF 90° 11′ 43″; THENCE SOUTH 49°51′20″ EAST 281.26 FEET; THENCE NORTH 42° 16′ 45″ EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 1038.99 FEET THROUGH A CENTRAL ANGLE OF 23° 48′ 43″; THENCE NORTH 66° 05′ 28″ EAST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2400 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 541.46 FEET THROUGH A CENTRAL ANGLE OF 12° 55′ 35″ TO THE TRUE POINT OF BEGINNING.

PARCEL 4

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 290 AND 291 OF BLOCK 156, AND LOTS 307 THROUGH 310, INCLUSIVE, OF BLOCK 172 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, AND ALSO THOSE PORTIONS OF PARCELS 2 AND 3, DESCRIBED IN THE DEED RECORDED IN BOOK 11831, PAGE 1062 OF OFFICIAL RECORDS, ALL LYING WITHIN THE U.S.M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, ALL OF THE ABOVE DOCUMENTS AND MAPS ON FILE IN THE RECORDERS OFFICE OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF ALTON PARKWAY WITH THE WESTERLY LINE OF SAID PARCEL 2, SAID INTERSECTION BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1800.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 37° 36' 19" WEST,

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID CENTERLINE 815.37 FEET THROUGH A CENTRAL ANGLE OF 25° 57' 15"; THENCE LEAVING SAID CENTERLINE SOUTH 04° 46' 49" WEST 323.29 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 616.04 FEET THROUGH A CENTRAL ANGLE OF 25° 12' 42";

THENCE SOUTH 20° 25' 53" EAST 490.17 FEET; THENCE NORTH 40° 26' 55" EAST 1130.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 417.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE 299.22 FEET THROUGH A CENTRAL ANGLE OF 41° 06' 48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 89° 20' 07" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE 265.18 FEET THROUGH A CENTRAL ANGLE OF 29° 19' 55"; THENCE NON-TANGENT TO SAID CURVE NORTH 09° 24' 49" WEST 60.00 FEET TO A POINT ON SAID CENTERLINE;

THENCE NORTH 80° 35' 11" EAST 399.69 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1800.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE, BEARS SOUTH 08° 31' 46" EAST; THENCE EASTERLY ALONG SAID CURVE 496.71 FEET THROUGH A CENTRAL ANGLE OF 15° 48' 39" TO THE EASTERLY LINE OF SAID PARCEL 2.

EXCEPTING FROM PARCELS 1, 2, 3A-1, 3A-2 AND 4 ABOVE

EXHIBIT "G-1-I"

THAT PORTION OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1

A STRIP OF LAND 500.00 FEET IN WIDTH, OF WHICH THE SOUTHEASTERLY LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171 PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49° 21' 16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 59' 43" WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 00' 17" SOUTH 00° 00' 00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2768.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 05' 28" SOUTH 66° 05' 28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, SOUTHWESTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 43" AND SOUTH 42° 16' 45" WEST 235.22 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE SOUTHERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND NORTHERLY ON THE NORTHEASTERLY LINE OF SAID LOT 271.

EXHIBIT "G-1-II"

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536290 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B;

PARCEL G-1A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171 PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF

SURVEY; THENCE CONTINUING NORTH 49° 21′ 16″ WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40° 12′ 23″ WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 47′ 54″ TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 59′ 43″ WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 00′ 17″; SOUTH 00° 00′ 00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 09' 53" AND SOUTH 39° 16' 19" EAST 1519.69 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 27' 48" WEST; THENCE NORTHEASTERLY 2088.02 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56° ' 58′ 08″; THENCE NORTH 88° 30' 20" EAST 1062.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHEASTERLY 1117.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 40' 03" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 307.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 44° 09' 43" EAST; THENCE NORTHEASTERLY 246.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 03' 13" ; THENCE NORTH 00° 12' 56" WEST 257.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 641.35 FEET; THENCE NORTHEASTERLY 620.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55° 26' 56" TO THE SOUTHWESTERLY LINE OF IRVINE BOULEVARD, 120.00 FEET WIDE, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 73° 46' 03" WEST; THENCE SOUTHEASTERLY 54.45 FEET ALONG SAID CURVE AND SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 1° 30' 52" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 72° 15' 11" WEST; THENCE NORTH 49° 19' 24" WEST 17.66 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 69° 53' 06" WEST; THENCE SOUTHEASTERLY 381.56 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7° 48' 28" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 62° 04' 38" WEST; THENCE SOUTHEASTERLY 698.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 25' 51" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 42° 38' 47" WEST; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 01° 54' 27" EAST 38.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 958.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 46° 21' 30" EAST; THENCE SOUTHWESTERLY 258.85 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 28' 53"; THENCE SOUTH 59° 07' 23" WEST 922.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1958.00 FEET; THENCE WESTERLY 1004.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 22' 57″; THENCE SOUTH 88° 30' 20" WEST 866.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 92.00 FEET; THENCE WESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00"; THENCE NORTH 80° 14' 40" WEST 193.41 FEET; THENCE SOUTH 80° 47' 15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 80° 47' 15" EAST; THENCE SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 53' 13"; THENCE SOUTH 08° 19' 32" EAST 43.50 FEET; THENCE SOUTH 88° 30' 20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00

FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 41' 48"; THENCE SOUTH 02° 11' 28" EAST 836.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY 879.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 58' 17" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45° 50' 15" WEST; THENCE SOUTHEASTERLY 231.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 35' 51" TO A POINT OF NON-TANGENCY, SAID POINT HEREINAFTER REFERRED TO AS POINT "A", A RADIAL LINE TO SAID POINT BEARS NORTH 29° 14' 24" EAST; THENCE SOUTH 69° 08' 43" WEST 68.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 59' 50"; THENCE SOUTH 05° 08' 53" WEST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 34' 23"; THENCE SOUTH 35° 43' 16" WEST 66.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 35° 43' 16" EAST SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET AND A CENTRAL ANGLE OF 128° 16' 17"; THENCE NORTHWESTERLY 852.89 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 29° 39' 08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY 69.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 10' 22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 49° 14' 30" EAST; THENCE NORTHWESTERLY 10.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 48' 40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43° 25' 50" WEST; THENCE NORTHERLY 79.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 13' 34" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 858.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, A CENTRAL ANGLE OF 38° 31' 40" ; THENCE NORTHEASTERLY 556.30 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37° 08' 56"; THENCE NORTH 39° 48' 20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1242.00 FEET; THENCE NORTHEASTERLY 842.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 51' 11"; THENCE NORTH 00° 57' 09" EAST 510.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00"; THENCE NORTH 12° 12' 09" EAST 183.43 FEET; THENCE NORTH 00° 57' 09" EAST 30.00 FEET; THENCE NORTH 89° 02' 51" WEST 96.09 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID PARCEL 2, CITED AS SOUTH 00° 57' 09" WEST 276.56 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 00° 57' 09" EAST 276.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHEASTERLY 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 32' 12" TO THE TRUE POINT OF BEGINNING.

PARCEL G-1B

BEGINNING AT THE HEREINBEFORE MENTIONED POINT "A", SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 29° 14' 24" WEST; THENCE EASTERLY 613.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 55' 45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO

SAID POINT BEARS NORTH 14° 41' 21" WEST; THENCE EASTERLY 531.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 26' 08"; THENCE SOUTH 74° 15' 13" EAST 447.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY 375.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 00' 50"; THENCE NORTH 62° 43' 57" EAST 289.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY 277.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 52' 54" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 2360.00 FEET, A RADIAL LINE TO LAST SAID BEGINNING BEARS NORTH 43° 08' 57" WEST; THENCE NORTHEASTERLY 1978.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 02' 15";

THENCE SOUTH 85° 06' 42" EAST 247.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 797.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 06' 58"; THENCE NORTH 37° 46' 20" EAST 533.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 633.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 20' 15"; THENCE NORTH 83° 06' 35" EAST 66.73 FEET TO THE WESTERLY LINE OF IRVINE BOULEVARD, 130.00 FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1940.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83° 02' 18" EAST; THENCE SOUTHERLY 326.89 FEET ALONG SAID CURVE AND WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9° 39' 16"; THENCE SOUTH 02° 41' 34" WEST 109.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 283.99 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54° 35' 05" EAST; THENCE LEAVING SAID WESTERLY LINE SOUTHWESTERLY 252.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 55' 47" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 03° 39' 18" WEST; THENCE SOUTHWESTERLY 254.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 34' 22"; THENCE SOUTH 37° 46' 20" WEST 360.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY 1156.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 06' 58"; THENCE NORTH 85° 06' 42" WEST 234.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 1078.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 53' 30"; THENCE SOUTH 63° 59' 48" WEST 246.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 625.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 54' 40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43° 54' 52" EAST; THENCE SOUTHWESTERLY 488.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 57' 31" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 08° 57' 21" WEST; THENCE WESTERLY 127.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 39' 17" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 12° 36' 38" EAST; THENCE WESTERLY 357.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 38' 06" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 13° 01' 28" EAST; THENCE WESTERLY 204.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 42" 23"; THENCE NORTH 88° 40' 55" WEST 421.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 750.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 59' 13"; THENCE SOUTH 05° 19' 52" WEST 463.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 48.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 34' 20"; THENCE SOUTH 10° 54' 12" WEST 291.68

FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 315.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 08' 58"; THENCE SOUTH 25° 14' 46" EAST 145.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 217.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 55' 11"; THENCE SOUTH 00° 19' 35" EAST 254.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY 598.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 01' 12" THENCE SOUTH 49° 20' 47" EAST 40.76 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS NORTH 40° 39' 13" EAST 951.44; THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE SOUTH 40° 39' 13" WEST 475.35 FEET; THENCE SOUTH 49° 20' 18" EAST 228.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHEASTERLY 644.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 21' 50"; THENCE SOUTH 22° 58' 28" EAST 412.58 FEET TO A POINT ON THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS NORTH 40° 39' 42" EAST 780.00; THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40° 39' 42" WEST 305.82 FEET;
NORTH 49° 20' 18" WEST 1220.06 FEET AND NORTH 49° 20' 21" WEST 568.15 FEET TO A POINT OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 50° 31' 48" EAST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET, AND A CENTRAL ANGLE OF 128° 16' 17"; THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 2, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY 2696.50 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 93° 44' 56" TO A POINT ON THE EASTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 35° 43' 16" EAST;
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 35° 43' 16" EAST 66.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 34' 23";
NORTH 05° 08' 53" EAST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY , HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 59' 50" AND NORTH 69° 08' 43" EAST 68.90 FEET TO THE POINT OF BEGINNING.

EXHIBIT "G-1-III"

THOSE PORTIONS OF PARCEL 3-A AND 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1A:

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1, PER QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 49° 51' 20" WEST 167.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40° 08' 40" WEST 30.00 FEET;
THENCE SOUTH 28° 53' 40" WEST 183.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00";
THENCE SOUTH 40° 08' 40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 758.00 FEET; THENCE SOUTHWESTERLY 564.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 37' 53";
THENCE SOUTH 82° 46' 33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 592.00 FEET; THENCE SOUTHWESTERLY, 346.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 34' 58" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 40° 48' 25" EAST; THENCE WESTERLY 67.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 05' 24" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 01° 16' 59" EAST; THENCE WESTERLY 10.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 40' 32" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04° 23' 33" EAST; THENCE WESTERLY 77.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 11' 23" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 1352.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43° 47' 50" WEST; THENCE NORTHWESTERLY 324.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 45' 59";
THENCE NORTH 32° 26' 11" WEST 126.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42° 52' 43" WEST; THENCE NORTHEASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39° 20' 40" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 1000.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 03° 32' 03" EAST; THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 11' 12";
THENCE NORTH 42° 16' 45" EAST 541.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52° 44' 50" WEST; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTHEASTERLY 219.96 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 36' 10" AND SOUTH 49° 51' 20" EAST 114.25 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL G-1B

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 3-A;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3A NORTH 49° 20' 18" WEST 1126.27 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 14° 06' 05" WEST 268.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 628.86 FEET; THENCE SOUTHERLY 358.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 38' 03" TO THE BEGINNING A REVERSE CURVE, HAVING A RADIUS OF 430.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 71° 28' 02" EAST; THENCE SOUTHERLY 370.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 19' 02" TO A POINT ON THE

NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171 PAGE 1 THROUGH 49 INCLUSIVE OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF THE SAID COUNTY RECORDER, RECORDS OF SAID COUNTY, BEING SAID POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1850.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 69° 30' 57" EAST; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARKWAY THE FOLLOWING COURSES:

SOUTHEASTERLY 167.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5° 10' 34", SOUTH 15° 18' 29" EAST 44.40 FEET AND SOUTH 59° 40' 45" EAST 35.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1740.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 14° 27' 45" EAST; THENCE NORTHEASTERLY 299.98 FEET ALONG SAID CURVE AND NORTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9° 52' 40" TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3A THE FOLLOWING COURSES:

CONTINUING NORTHEASTERLY 308.54 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10° 09' 35" AND NORTH 55° 30' 00" EAST 363.30 FEET TO THE POINT OF BEGINNING.

EXHIBIT "G-1-IV"

THOSE PORTIONS OF PARCEL 4, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536294 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1A:

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 3-A, AS SAID PARCELS IS DESCRIBED IN THE QUITCLAIMD DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40° 26' 55" EAST 54.94 TO A LINE PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL 3A CITED AS SOUTH 20° 25' 53" EAST 490.17 FEET" AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 40° 26' 55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET, NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 06' 48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 20' 07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 19' 55" TO THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON RECORD OF SURVEY 97-1038, RECORD OF SURVEY BOOK 171 PAGES 1 THROUGH 49, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

NORTH 80° 35' 11" EAST 248.80 FEET;
NORTH 87° 42' 41" EAST 101.63 FEET;
NORTH 83° 11' 49" EAST 79.10 FEET;

AND SOUTH 57° 47' 32" EAST 60.65 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF MUIRLANDS BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID MUIRLANDS BOULEVARD THE FOLLOWING COURSES:

SOUTH 15° 18' 29" EAST 13.54 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1850.00 FEET, AND SOUTHEASTERLY 517.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 01' 45" TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 522.76 FEET, A A RADIAL LINE TO SAID POINT BEARS SOUTH 45° 59' 02" EAST;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTHWESTERLY 235.58 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 49' 11" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 784.23 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 20° 09' 52" WEST; THENCE SOUTHWESTERLY 402.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 26' 30";
THENCE SOUTH 40° 23' 38" WEST 1309.14 FEET TO A POINT IN SAID PARALLEL LINE HEREINAFTER REFERRED TO AS POINT "A"; THENCE ALONG SAID PARALLEL LINE NORTH 20° 25' 53" WEST 500.44 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL G-1B

COMMENCING AT THE HEREINBEFORE MENTIONED POINT "A", THENCE SOUTH 40° 23' 38" WEST 109.95 FEET TO A LINE PARALLEL WITH AND 96.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 23' 38" WEST 311.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 221.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 20' 45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 246.52 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 74° 57'07" EAST; THENCE SOUTHWESTERLY 263.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 20' 13" TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 13° 36' 54" EAST; THENCE ALONG SAID SOUTHWESTERLY PARCEL LINE THE FOLLOWING COURSES:

NORTH 30° 52' 21" WEST 11.80 FEET;
NORTH 24° 13' 05" WEST 121.47 FEET;
NORTH 33° 52' 58" WEST 69.72 FEET AND NORTH 28° 55' 06" WEST 257.36 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 659.37 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 70° 10' 44" WEST; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY 495.86 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43° 05' 17" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 700.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 27° 05' 27" EAST; THENCE NORTHEASTERLY 274.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 27' 38" TO THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 3A CITED AS NORTH 40° 26' 55" EAST 1130.96 FEET;
THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 40° 26' 55" EAST 70.84 FEET TO A POINT IN SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 20° 25' 53" EAST 500.26 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "G-2"

THAT PORTION OF PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-2:

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1, PER QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536288; THENCE SOUTH 45° 29' 59" WEST 30.13 TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 51° 23' 40" WEST 184.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET; THENCE SOUTHWESTERLY 17.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00";
THENCE SOUTH 40° 08' 40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 847.00 FEET, THENCE SOUTHWESTERLY 630.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 37' 53";
THENCE SOUTH 82° 46' 33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 503.00 FEET; THENCE WESTERLY 260.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 43' 09" TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 36° 56' 36" WEST; THENCE SOUTHERLY 165.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102° 54' 44"; THENCE SOUTH 49° 51' 20" EAST 1653.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 440.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 25' 09";
THENCE SOUTH 32° 26' 11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 50° 11' 40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1352.00 FEET; THENCE EASTERLY 909.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 31' 40";
THENCE SOUTH 88° 43' 20" EAST 124.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 34' 22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 44° 17' 42" WEST; THENCE NORTHEASTERLY 2.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 35' 01" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 42° 42' 41" EAST; THENCE NORTHEASTERLY AND NORTHERLY 72.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 14' 09" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 947.00 FEET; SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF PARCEL 2 OF THE QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536290 CITED THEREIN AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, AND A CENTRAL ANGLE OF 38° 31' 40", A RADIAL LINE TO SAID POINT BEARS NORTH 87° 56' 50" WEST; THENCE NORTHERLY 623.99 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37° 45' 10" TO A LINE THAT IS PARALLEL WITH AND 47.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

NORTH 39° 48' 20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1153.00 FEET; NORTHERLY 781.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 51' 11";
NORTH 00° 57' 09" EAST 397.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID PARCEL 2, BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05° 15' 13" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

NORTHWESTERLY 179.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85° 41' 56";
AND NORTH 00° 57' 09" EAST 191.51 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 89° 02' 51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 52' 08";
THENCE NORTH 28° 10' 43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 40' 37";
THENCE NORTH 49° 51' 20" WEST 116.99 FEET TO THE POINT OF BEGINNING.

F**EXHIBIT "G-3"**

THAT PORTION OF PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-3

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3B;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 40° 39' 31" EAST 788.35 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49° 47' 37" EAST 218.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 458.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 09' 32";
THENCE SOUTH 67° 57' 09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 50° 11' 40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 32° 26' 11" EAST 268.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 360.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 15' 05" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43° 18' 44" EAST; THENCE SOUTHERLY 69.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 20' 30" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 86° 39' 14" WEST; THENCE SOUTHERLY 173.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92° 04' 57" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05° 25' 43" WEST; THENCE SOUTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 34' 23";

THENCE SOUTH 49° 51' 20" EAST 1660.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 411.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 25' 09";
THENCE SOUTH 32° 26' 11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 50° 11' 40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE EASTERLY 830.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 52' 15"; THENCE SOUTH 40° 39' 31" WEST 908.25 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3B;
THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49° 20' 21" WEST 7045.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT G-4

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536290 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-4A

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF IRVINE BOULEVARD, SHOWN AS NORTH 02° 41' 27" EAST 332.04' ON SAID RECORD OF SURVEY 97-1038, THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 02° 41' 27" EAST 332.04 FEET,
SOUTH 49° 15' 52" EAST 8.88 FEET;
NORTH 02° 41' 34" EAST 444.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2070.00 FEET, NORTHERLY 117.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 15' 56" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 89° 25' 38" EAST, NORTH 89° 25' 38" EAST 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2085.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 89° 25' 38" EAST, NORTHERLY AND NORTHWESTERLY 1774.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 45' 03" AND NORTH 49° 19' 25" WEST 72.07 FEET;
THENCE LEAVING SAID EASTERLY LINE NORTH 40° 40' 35" EAST 136.29 FEET;
THENCE SOUTH 49° 37' 06" EAST 2277.11 FEET;
THENCE SOUTH 43° 05' 49" EAST 709.84 FEET;
THENCE NORTH 74° 22' 29" EAST 103.59 FEET;
THENCE SOUTH 49° 16' 11" EAST 77.99 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";
THENCE SOUTH 70° 30' 52" WEST 1520.79 FEET TO THE NORTHERLY LINE OF LOT 302 OF SAID IRVINE'S SUBDIVISION;
THENCE ALONG SAID NORTHERLY LINE NORTH 49° 15' 52" WEST 282.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1255.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 75° 24' 08" EAST;
THENCE LEAVING SAID NORTHERLY LINE, SOUTHERLY 278.46 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 42' 46" TO THE POINT OF BEGINNING.

PARCEL G-4B

BEGINNING AT THE HEREINBEFORE MENTIONED POINT "A";
THENCE SOUTH 84° 39' 33" EAST 132.98 FEET;
THENCE SOUTH 23° 59' 33" EAST 37.00 FEET;
THENCE NORTH 65° 30' 27" EAST 184.71 FEET;
THENCE NORTH 21° 00' 30" WEST 83.12 FEET;
THENCE NORTH 68° 59' 30" EAST 155.00 FEET;
THENCE SOUTH 21° 00' 30" EAST 65.00 FEET;
THENCE NORTH 67° 20' 15" EAST 612.07 FEET;
THENCE NORTH 88° 45' 15" EAST 78.87 FEET;
THENCE NORTH 64° 40' 15" EAST 290.62 FEET;
THENCE NORTH 44° 40' 15" EAST 34.25 FEET;
THENCE NORTH 75° 55' 15" EAST 257.59 FEET;
THENCE NORTH 55° 15' 15" EAST 103.32 FEET;
THENCE NORTH 79° 45' 15" EAST 265.63 FEET;
THENCE NORTH 78° 20' 15" EAST 165.87 FEET;
THENCE NORTH 82° 25' 15" EAST 320.43 FEET;
THENCE NORTH 76° 05' 15" EAST 476.64 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF U.S.M.C.A.S.-EL TORO AS SHOWN ON SAID RECORD OF SURVEY 97-1038;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING COURSES:

SOUTH 35° 55' 17" WEST 2559.11 FEET AND NORTH 49° 16' 11" WEST 1876.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT G-5-1

THAT PORTION OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-5

COMMENCING AT THE SOUTHERLY CORNER OF SAID PARCEL 1;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

NORTH 49° 51' 20" WEST 281.26 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, NORTHWESTERLY 219.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 36' 10" TO THE TRUE POINT OF BEGINNING; CONTINUING ALONG SAID CURVE AND SOUTHWESTERLY LINE, 1354.25 FEET THROUGH A CENTRAL ANGLE OF 77° 35' 33",
AND NORTH 49° 14' 49" WEST 30.01 FEET;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 10' 58" EAST 2739.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 900.00 FEET; THENCE NORTHEASTERLY 937.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 15' 46" TO A POINT IN THE WESTERLY LINE OF HEREINABOVE DESCRIBED PARCEL G-1; THENCE ALONG SAID WESTERLY PARCEL LINE THE FOLLOWING COURSES:

SOUTH 00° 00' 00" WEST 938.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1900.00 FEET, SOUTHWESTERLY 2191.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 05' 28"; SOUTH 66° 05' 28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS

OF 3000.00 FEET, SOUTHWESTERLY 1246.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 43" AND SOUTH 42° 16' 45" WEST 229.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "G-5-II"

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536290 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-5A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1 PAGE 88 OF MISCELLANEOUS RECORDS OF MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49° 21' 16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 59' 43" WEST SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 00' 17"; SOUTH 00° 00' 00" WEST 557.21 TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES THE FOLLOWING COURSES;

SOUTH 00° 00' 00" WEST 899.13 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHERLY AND SOUTHWESTERLY, 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 09' 53" AND SOUTH 39° 16' 19" EAST 1519.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 27' 48" WEST;
THENCE LEAVING SAID NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2, NORTHEASTERLY 1973.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 50' 38" TO A POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2030.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 68° 41' 40" EAST; THENCE NORTHWESTERLY 765.26 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21° 35' 57";
THENCE NORTH 43° 18' 41" WEST 48.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 778.80 FEET; THENCE NORTHERLY 579.35 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42° 37' 21";

THENCE NORTH 00° 00' 00" EAST 860.39 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY AND WESTERLY 1306.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80° 27' 56" ;
THENCE NORTH 85° 08' 52" WEST 203.08 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL G-5B

BEGINNING AT THE HEREINBEFORE MENTIONED POINT "A";
THENCE SOUTH 15° 15' 32" EAST 427.66 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 80° 47' 15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80° 47' 15" EAST; SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF O° 53' 13" ;
THENCE SOUTH 08° 19' 32" EAST 43.50 FEET;
THENCE SOUTH 88° 30' 20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY , HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 41' 49" ;
THENCE SOUTH 02° 11' 28" EAST 457.44 FEET;
THENCE SOUTH 89° 02' 51" EAST 774.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET; THENCE NORTHEASTERLY 1296.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 31' 47" ;
THENCE NORTH 01° 25' 22" EAST 330.06 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHERLY 158.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 44' 54"; THENCE NORTH 08° 19' 32" WEST 554.19 FEET;
THENCE NORTH 08° 24' 36" WEST 165.34 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "G-5-III"

THAT PORTION OF A PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-5

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF THE QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536288; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINE OF SAID PARCEL 3B THE FOLLOWING COURSES:

NORTH 42° 16' 45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, NORTHEASTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 43" ;
NORTH 66° 05' 28" EAST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; NORTHEASTERLY 541.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 55' 35" ;
SOUTH 39° 16' 19" EAST 1519.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 27' 48" WEST; SOUTH 1155.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 32' 12";
SOUTH 00° 57' 09" WEST 276.56 FEET;
NORTH 89° 02' 51" WEST 141.47 FEET,

AND SOUTH 00° 57' 09" WEST 30.00;
THENCE NORTH 89° 02' 51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 52' 08" ;
THENCE NORTH 28° 10' 43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET;
THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 40' 37" AND NORTH 49° 51' 20" WEST 116.99 FEET;
THENCE NORTH 45° 29' 59" EAST 30.13 FEET TO THE POINT OF BEGINNING.

EXHIBIT "G-6"

THAT PORTION OF A PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-6

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-B SOUTH 49° 21' 34" EAST 28.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND 28.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 3-B AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID PARALLEL LINE SOUTH 40° 39' 31" WEST 2642.50 FEET;
THENCE LEAVING SAID PARALLEL LINE SOUTH 04° 34' 03" EAST 38.89 FEET;
THENCE SOUTH 49° 47' 37" EAST 161.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET;
THENCE SOUTHEASTERLY 428.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 09' 32";
THENCE SOUTH 67° 57' 09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET;
THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 50° 11' 40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET;
THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 32° 26' 11" EAST 142.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42° 52' 43" WEST;
THENCE EASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39° 20' 40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 03° 32' 03" EAST;
THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 11' 12";
THENCE NORTH 42° 16' 45" EAST 511.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1030.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52° 26' 20" WEST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 3-B CITED AS HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 1574.20 FEET, A CENTRAL ANGLE OF 90° 11' 43";

THENCE NORTHEASTERLY 1400.63 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 77° 54' 47" TO A POINT OF NON-TANGENCY ON THE NORTHEASTERLY LINE OF SAID PARCEL 3-B, A RADIAL LINE TO SAID POINT BEARS NORTH 49° 38' 53" WEST;
THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 49° 14' 49" WEST 1416.32 FEET,
SOUTH 41° 14' 17" WEST 275.57 FEET AND NORTH 49° 21' 34" WEST 789.63 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "G-7"

THAT PORTION OF A PARCEL 3-A, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-7A

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40° 26' 55" EAST 54.94 FEET TO A LINE THAT IS PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

NORTH 40° 26' 55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET; NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 06' 48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 20' 07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 19' 55" TO A POINT OF NON-TANGENCY ON THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON INSTRUMENT NO. 85-390260, RECORDED OCTOBER 10, 1985 , OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE TO SAID POINT BEARS NORTH 61° 19' 58" WEST;
THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

SOUTH 80° 35' 11" WEST 462.81 FEET BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1860.00 FEET. WESTERLY 597.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 25' 04" , AND SOUTH 51° 48' 29" WEST 41.31 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

SOUTH 04° 46' 54" WEST 227.16 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1352.00 FEET; SOUTHERLY 594.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 12' 46" AND SOUTH 20° 25' 53" EAST 463.43 FEET TO THE POINT OF BEGINNING.

PARCEL G-7B

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3B;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B NORTH 49° 20' 21" WEST 885.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 39' 39" EAST 400.00 FEET THENCE NORTH 49° 20' 21" WEST 871.20 FEET;

THENCE SOUTH 40° 39' 39" WEST 400.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B;
THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 49° 20' 21" EAST 871.20 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL G-7C

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A SOUTH 49° 20' 21" EAST 539.43 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 40° 39' 39" WEST 565.29 FEET TO THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171 PAGES 1 THROUGH 49 INCLUSIVE, RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 49° 20' 21" WEST 539.43 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 3A;
THENCE ALONG SAID NORTHWESTERLY LINE NORTH 40° 39' 38" EAST 565.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT "G-8"

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY OF IRVINE OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF BLOCKS OF 120, 121 AND 142 OF IRVINE'S SUBDIVISION AS SHOWN ON A MAP THEREOF FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS, RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-8A

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF IRVINE BOULEVARD WITH THE CENTERLINE OF LAMBERT ROAD AS SHOWN ON RECORD OF SURVEY NO. 91-1130 FILED IN BOOK 136, PAGES 21 THROUGH 27 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, SAID INTERSECTION BEING MARKED BY A SPIKE AND WASHER STAMPED "ORANGE COUNTY SURVEYOR"; THENCE ALONG SAID CENTERLINE AND SOUTHWESTERLY LINE OF SAID BLOCK 142 NORTH 49° 21' 14" WEST 1271.27 FEET; THENCE NORTH 40° 37' 58" EAST 30.00 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED TO THE UNITED STATES OF AMERICA RECORDED JULY 29, 1976 IN BOOK 11831, PAGE 1058 OF OFFICIAL RECORDS IN SAID OFFICE OF THE ORANGE COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND NORTH 40° 37' 58" EAST 20.00 FEET TO A LINE PARALLEL WITH AND 20.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LAND AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE NORTH 49° 21' 14" WEST 1280.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 40° 38' 46" EAST 580.00 FEET; THENCE NORTH 87° 43' 17" EAST 895.48 FEET;
THENCE SOUTH 49° 22' 02" EAST 624.01 FEET TO SAID SOUTHEASTERLY LINE; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 40° 37' 58" WEST 1190.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL G-8B

A STRIP OF LAND 50.00 FEET WIDE, FOR STORM DRAIN CHANNEL PURPOSES, THE SOUTHWESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED HEREINBEFORE IN PARCEL A; THENCE ALONG THE PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL A NORTH 49° 21' 14" WEST 1294.60 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED TO THE UNITED STATES OF AMERICA RECORDED JULY 29, 1976 IN BOOK 11831, PAGE 1058 OF OFFICIAL RECORDS IN SAID OFFICE OF THE ORANGE COUNTY RECORDER.

SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID NORTHWESTERLY LINE OF THE LAND OF THE UNITED STATES OF AMERICA.

PARCEL G-8C

THE NORTHWESTERLY 40.00 FEET OF THE SOUTHEASTERLY ONE-HALF OF LOTS 241 AND 242, BLOCK 121, OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

EXHIBIT "F-2"

DESCRIPTION OF FACILITIES AND SERVICES

1. Facilities

The public facilities to be funded through the CFDs are those public facilities and improvements described in the "Orange County Great Park Preliminary Cost Estimate," Vol. 1 ("Cost Summary") and Vol. 2 ("Detailed Cost Data"), prepared for the City by Fuscoe Engineering, Inc., dated January 31, 2003, on file with the City (the "Cost Estimate"). Provided, however, the financial values included in the Cost Estimate for various components of the public facilities to be funded by the CFD represent only the estimate of the cost of such facilities as of the date of the Cost Estimate, and do not govern or affect the scope or extent of the public facilities included in the Cost Estimate; and provided further, that by mutual written agreement between the City and Developer, the scope, or the specific components, of the public facilities to be funded by the CFD, may be modified based upon implementation of the Great Park Project.

2. Services

The services to be funded through the CFD may include police and fire protection services within the publicly owned lands comprising the Great Park and associated open space, operations, maintenance and programming related to the Great Park (including the Sports Park lands and facilities), and roadway and park operation and maintenance services. Such services shall be funded by each CFD only to the extent that they are in addition to those services provided in the territory of such CFD before the CFD was created, and such services may not supplant services already available within this territory prior to the formation of the CFD.

EXHIBIT "G-1"

LEGAL DESCRIPTION OF CORRIDOR SITES

CORRIDOR SITE PARCEL I

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT G-1-I

CORRIDOR SITES PARCEL II

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT G-1-II

CORRIDOR SITES PARCEL II

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT G-1-III

CORRIDOR SITES PARCEL IV

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT G-1-IV

EXHIBIT G-1-I
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005 AS INSTRUMENT NO. 2005-000526288 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1

A STRIP OF LAND 500.00 FEET IN WIDTH, OF WHICH THE SOUTHEASTERLY LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE TO THE MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 84.98 FEET TO **TRUE POINT OF BEGINNING,**
SOUTH 40°12'23" WEST 123.50 FEET THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17",
SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2768.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28",
SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, SOUTHWESTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND
SOUTH 42°16'45" WEST 235.22 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1.

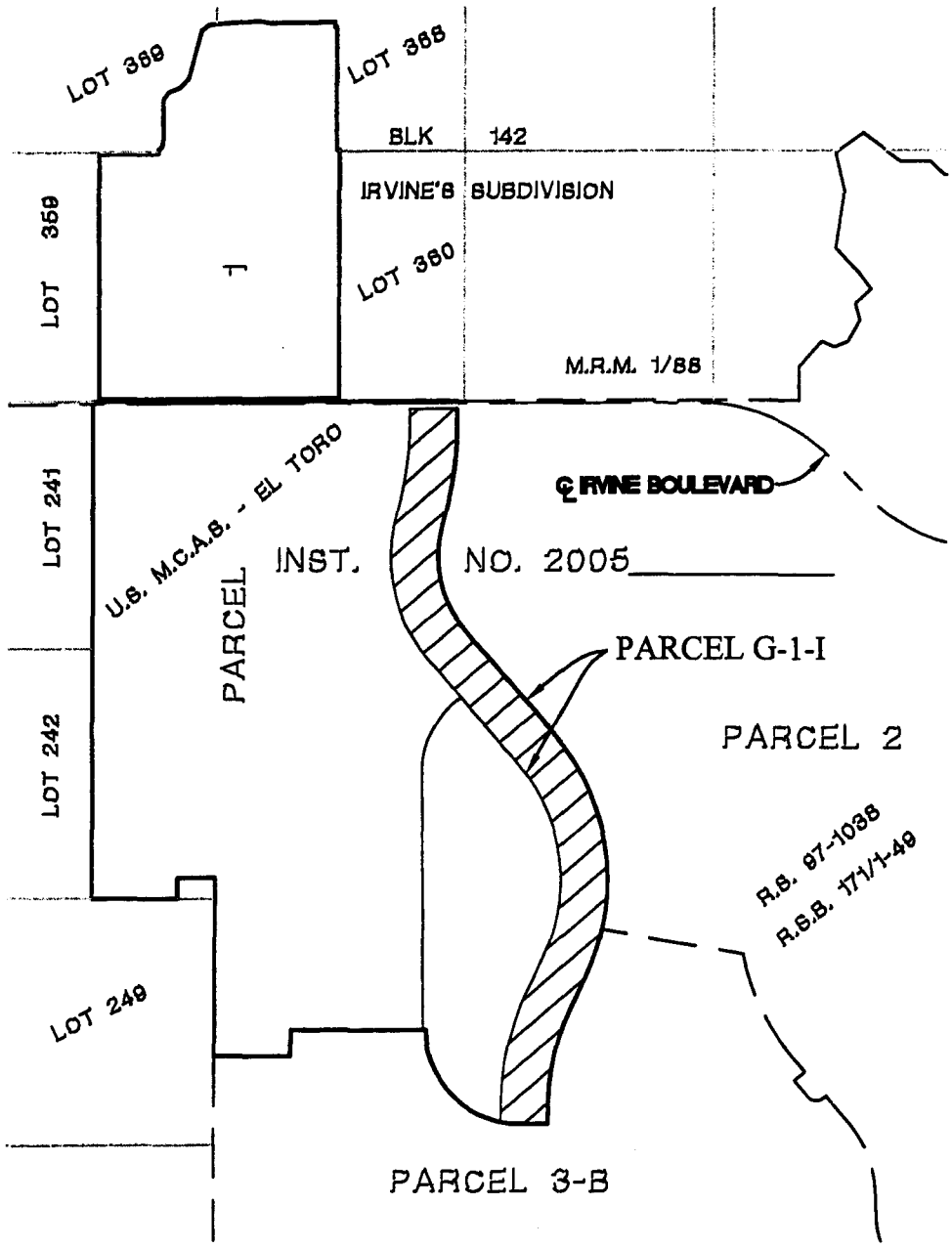
THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE SOUTHERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND NORTHERLY ON THE NORTHEASTERLY LINE OF SAID LOT 271.

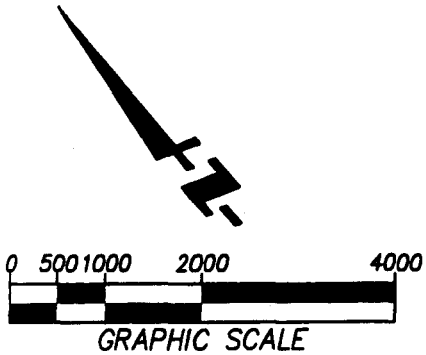
CONTAINING 95.972 ACRES, MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 1 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- CORRIDOR SITE

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

CORRIDOR SITE EXHIBIT

OVER A PORTION OF

PARCEL 1

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-1-I.DWG (04-18-05)

EXHIBIT G-1-II
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-000536290, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B;

PARCEL G-1A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17"; SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; THENCE NORTHEASTERLY 2088.02 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°58'08";
THENCE NORTH 88°30'20" EAST 1062.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHEASTERLY 1117.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°40'03" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 307.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 44°09'43" EAST; THENCE NORTHEASTERLY 246.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'13";
THENCE NORTH 00°12'56" WEST 257.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 641.35 FEET; THENCE NORTHEASTERLY 620.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

55°26'56" TO THE SOUTHWESTERLY LINE OF IRVINE BOULEVARD, 120.00 FEET WIDE, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°46'03" WEST; THENCE SOUTHEASTERLY 54.45 FEET ALONG SAID CURVE AND SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 1°30'52" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°15'11" WEST;
THENCE NORTH 49°19'24" WEST 17.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 69°53'06" WEST; THENCE SOUTHEASTERLY 381.56 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°48'28" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 62°04'38" WEST; THENCE SOUTHEASTERLY 698.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'51" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°38'47" WEST;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 01°54'27" EAST 38.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 958.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 46°21'30" EAST; THENCE SOUTHWESTERLY 258.85 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'53";
THENCE SOUTH 59°07'23" WEST 922.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1958.00 FEET; THENCE WESTERLY 1004.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'57";
THENCE SOUTH 88°30'20" WEST 866.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 92.00 FEET; THENCE WESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 80°14'40" WEST 193.41 FEET;
THENCE SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; THENCE SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
THENCE SOUTH 08°19'32" EAST 43.50 FEET;
THENCE SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'48";
THENCE SOUTH 02°11'28" EAST 836.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY 879.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°58'17" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°50'15" WEST; THENCE SOUTHEASTERLY 231.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°35'51" TO A POINT OF NON-TANGENCY, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**, A RADIAL LINE TO SAID POINT BEARS NORTH 29°14'24" EAST;
THENCE SOUTH 69°08'43" WEST 68.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50";
THENCE SOUTH 05°08'53" WEST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE

SOUTHWESTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23";
THENCE SOUTH 35°43'16" WEST 66.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET AND A CENTRAL ANGLE OF 128°16'17";
THENCE NORTHWESTERLY 852.89 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 29°39'08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY 69.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°10'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 49°14'30" EAST; THENCE NORTHWESTERLY 10.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°48'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°25'50" WEST; THENCE NORTHERLY 79.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°13'34" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 858.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, A CENTRAL ANGLE OF 38°31'40"; THENCE NORTHEASTERLY 556.30 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°08'56";
THENCE NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1242.00 FEET; THENCE NORTHEASTERLY 842.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
THENCE NORTH 00°57'09" EAST 510.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 12°12'09" EAST 183.43 FEET;
THENCE NORTH 00°57'09" EAST 30.00 FEET;
THENCE NORTH 89°02'51" WEST 96.09 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID PARCEL 2, CITED AS SOUTH 00°57'09" WEST 276.56 FEET;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 00°57'09" EAST 276.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHEASTERLY 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12" TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 119.023 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "A"**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 29°14'24" WEST; THENCE EASTERLY 613.37 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°55'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 14°41'21" WEST; THENCE

EASTERLY 531.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'08";
THENCE SOUTH 74°15'13" EAST 447.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY 375.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°00'50";
THENCE NORTH 62°43'57" EAST 289.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY 277.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°52'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2360.00 FEET, A RADIAL LINE TO LAST SAID BEGINNING BEARS NORTH 43°08'57" WEST; THENCE NORTHEASTERLY 1978.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°02'15";
THENCE SOUTH 85°06'42" EAST 247.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 797.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";
THENCE NORTH 37°46'20" EAST 533.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 633.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°20'15";
THENCE NORTH 83°06'35" EAST 66.73 FEET TO THE WESTERLY LINE OF IRVINE BOULEVARD, 130.00 FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1940.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83°02'18" EAST; THENCE SOUTHERLY 326.89 FEET ALONG SAID CURVE AND WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°39'16";
THENCE SOUTH 02°41'34" WEST 109.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 283.99 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°35'05" EAST; THENCE LEAVING SAID WESTERLY LINE SOUTHWESTERLY 252.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°55'47" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 03°39'18" WEST; THENCE SOUTHWESTERLY 254.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°34'22";
THENCE SOUTH 37°46'20" WEST 360.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY 1156.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";
THENCE NORTH 85°06'42" WEST 234.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 1078.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'30";
THENCE SOUTH 63°59'48" WEST 246.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 625.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°54'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°54'52" EAST; THENCE SOUTHWESTERLY 488.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

34°57'31" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 08°57'21" WEST; THENCE WESTERLY 127.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'17" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°36'38" EAST; THENCE WESTERLY 357.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°38'06" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 13°01'28" EAST; THENCE WESTERLY 204.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'23";
THENCE NORTH 88°40'55" WEST 421.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 750.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°59'13";
THENCE SOUTH 05°19'52" WEST 463.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 48.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°34'20";
THENCE SOUTH 10°54'12" WEST 291.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 315.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°08'58";
THENCE SOUTH 25°14'46" EAST 145.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 217.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°55'11";
THENCE SOUTH 00°19'35" EAST 254.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY 598.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°01'12";
THENCE SOUTH 49°20'47" EAST 40.76 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'13"E 951.44';
THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE SOUTH 40°39'13" WEST 475.35 FEET;
THENCE SOUTH 49°20'18" EAST 228.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHEASTERLY 644.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°21'50";
THENCE SOUTH 22°58'28" EAST 412.58 FEET TO A POINT ON THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'42"E 780.00';
THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°39'42" WEST 305.82 FEET,
NORTH 49°20'18" WEST 1220.06 FEET AND NORTH 49°20'21" WEST 568.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 50°31'48" EAST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET, AND A CENTRAL ANGLE OF 128°16'17"; THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 2, NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY 2696.50 FEET

ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 93°44'56" TO A POINT ON THE EASTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST;
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

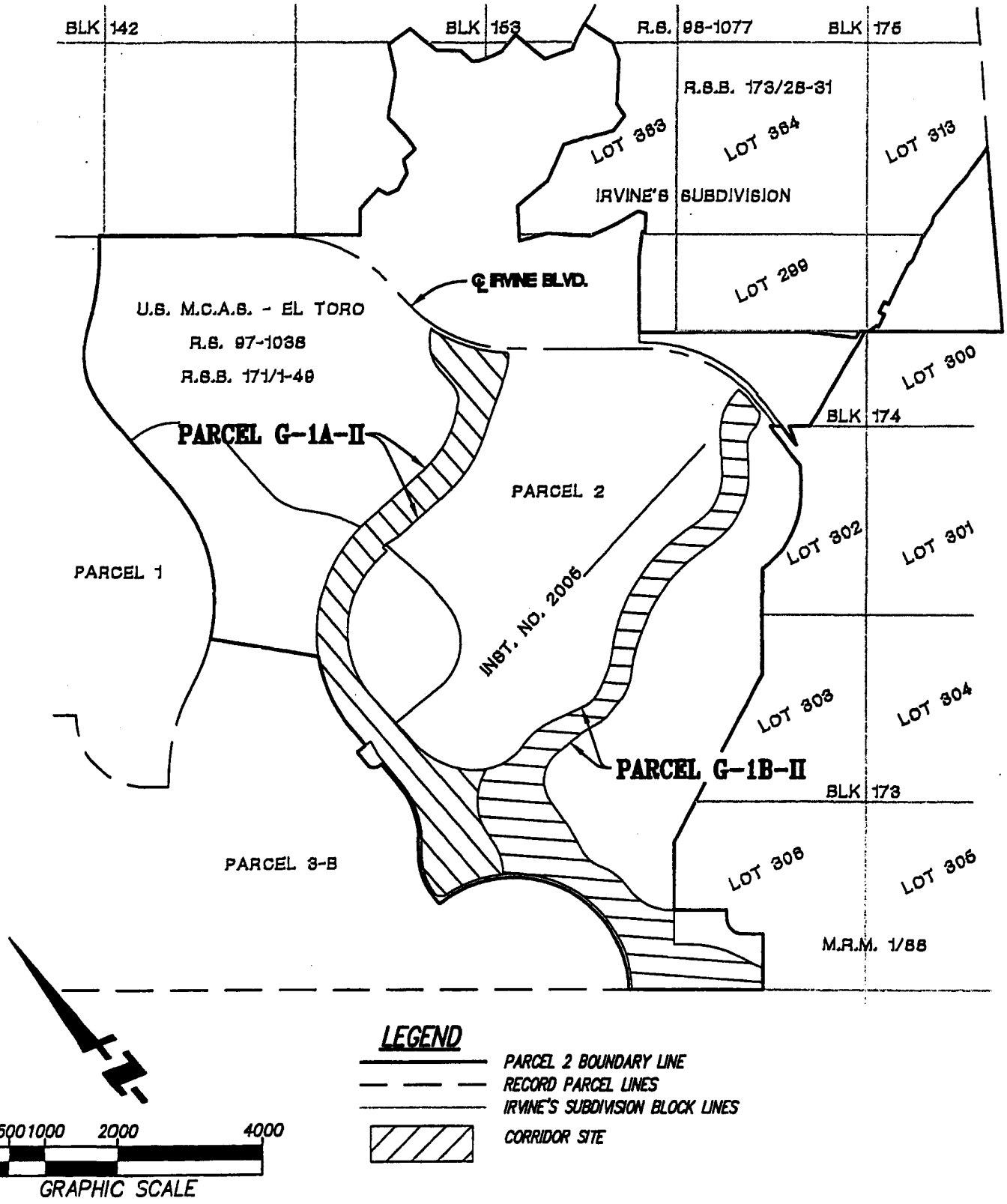
NORTH 35°43'16" EAST 66.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23",
NORTH 05°08'53" EAST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50" AND NORTH 69°08'43" EAST 68.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 133.308 ACRES, MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

CORRIDOR SITE EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EX G-1-II.DWG (01-26-05)

EXHIBIT G-1-II

EXHIBIT G-1-III
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 3-A AND 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005-000536288; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 49°51'20" WEST 167.01 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40°08'40" WEST 30.00 FEET;
THENCE SOUTH 28°53'40" WEST 183.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 758.00 FEET; THENCE SOUTHWESTERLY 564.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 592.00 FEET; THENCE SOUTHWESTERLY 346.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'58" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS
SOUTH 40°48'25" EAST; THENCE WESTERLY 67.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°05'24" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 01°16'59" EAST; THENCE WESTERLY 10.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°40'32" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°23'33" EAST; THENCE WESTERLY 77.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°11'23" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 1352.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°47'50" WEST; THENCE NORTHWESTERLY 324.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°45'59";
THENCE NORTH 32°26'11" WEST 126.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST; THENCE NORTHEASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET A RADIAL LINE TO SAID POINT BEARS
SOUTH 03°32'03" EAST; THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12";
THENCE NORTH 42°16'45" EAST 541.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID

POINT BEARS SOUTH 52°44'50" WEST; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTHEASTERLY 219.96 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'10" AND SOUTH 49°51'20" EAST 114.25 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 21.210 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3A NORTH 49°20'18" WEST 1126.27 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 14°06'05" WEST 268.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 628.86 FEET; THENCE SOUTHERLY 358.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'03" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 430.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 71°28'02" EAST; THENCE SOUTHERLY 370.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'02" TO A POINT ON THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGE 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, RECORDS OF SAID COUNTY, BEING SAID POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1850.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 69°30'57" EAST; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARKWAY THE FOLLOWING COURSES:

SOUTHEASTERLY 167.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°10'34,
SOUTH 15°18'29" EAST 44.40 FEET AND SOUTH 59°40'45" EAST 35.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1740.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 14°27'45" EAST; THENCE NORTHEASTERLY 299.98 FEET ALONG SAID CURVE AND NORTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°52'40" TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3A THE FOLLOWING COURSES:

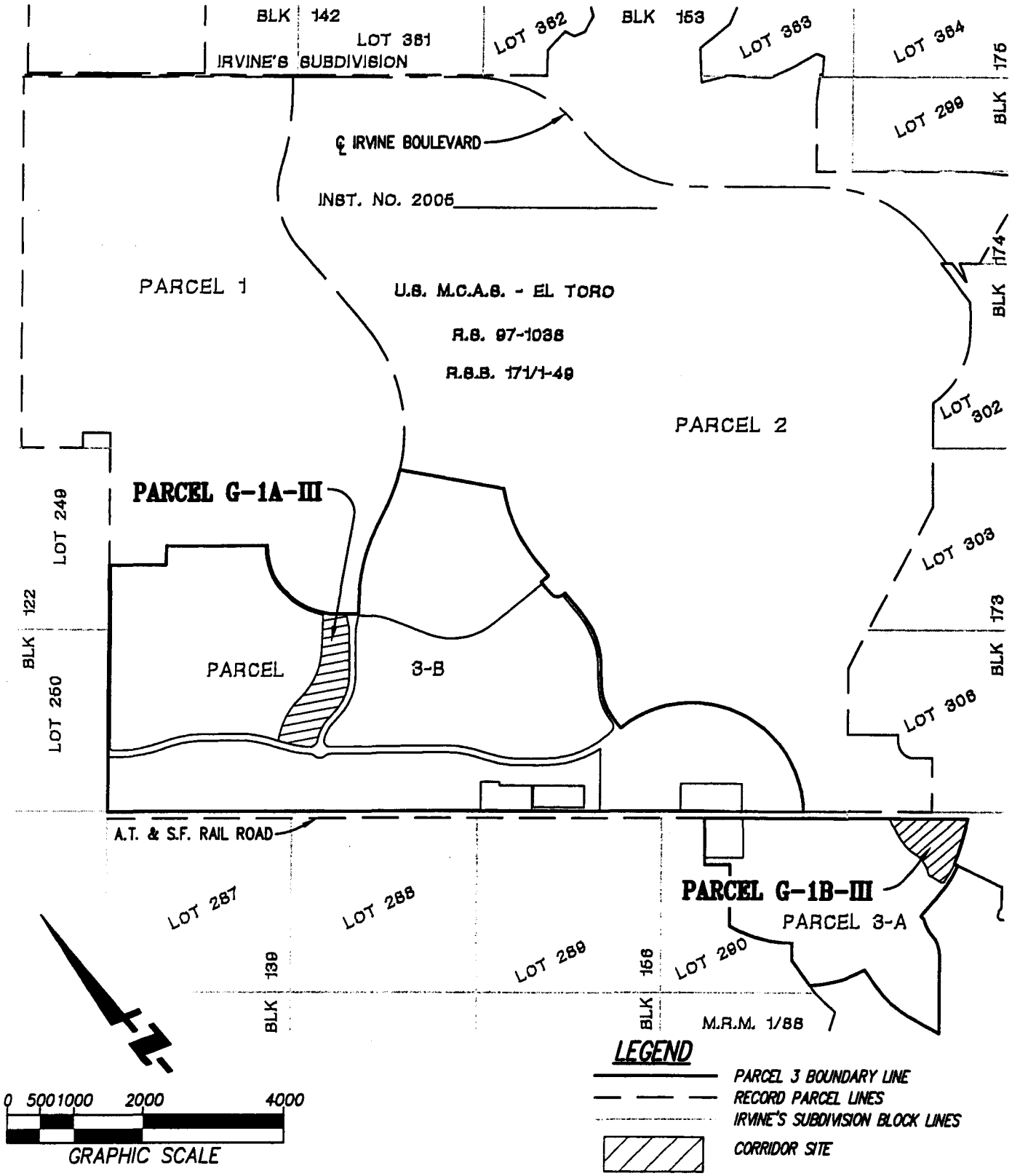
CONTINUING NORTHEASTERLY 308.54 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°09'35" AND NORTH 55°30'00" EAST 363.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 13.821 ACRES, MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

CORRIDOR SITE EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-1-III.DWG (06-28-05)

EXHIBIT G-1-III

EXHIBIT G-1-IV
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 4, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-000536294 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 3-A AS SAID PARCEL IS DESCRIBED IN SAID INSTRUMENT NO. 2005000536292, OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 TO A LINE PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL 3A CITED AS "SOUTH 20°25'53" EAST 490.17 FEET" AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET, NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON RECORD OF SURVEY 97-1038, RECORD OF SURVEY BOOK 171, PAGES 1 THROUGH 49, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

NORTH 80°35'11" EAST 248.80 FEET,
NORTH 87°42'41" EAST 101.63 FEET,
NORTH 83°11'49" EAST 79.10 FEET,
AND SOUTH 57°47'32" EAST 60.66 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF MUIRLANDS BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID MUIRLANDS BOULEVARD THE FOLLOWING COURSES:

SOUTH 15°18'29" EAST 13.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1850.00 FEET, AND SOUTHEASTERLY 517.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°01'45" TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 522.76 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°59'02" EAST;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTHWESTERLY 235.58 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°49'11" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 784.23 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 20°09'52" WEST; THENCE SOUTHWESTERLY 402.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'30";

THENCE SOUTH 40°23'38" WEST 1309.14 FEET TO A POINT IN SAID PARALLEL LINE HEREINAFTER REFERRED TO AS **POINT "A"**; THENCE ALONG SAID PARALLEL LINE NORTH 20°25'53" WEST 500.44 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22.558 ACRES, MORE OR LESS.

PARCEL G-1B

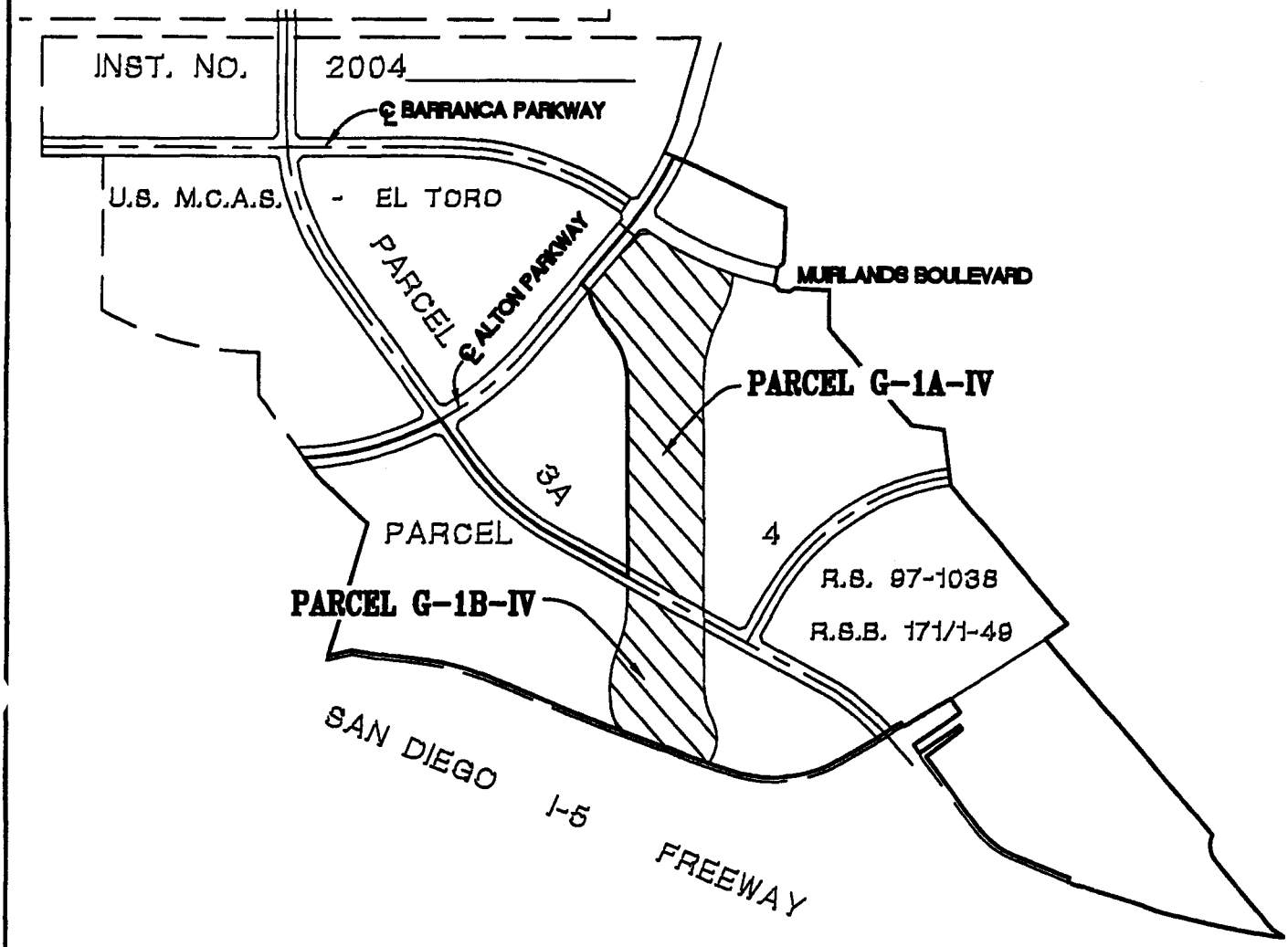
COMMENCING AT THE HEREINBEFORE MENTIONED **POINT "A"**; THENCE SOUTH 40°23'38" WEST 109.95 FEET TO A LINE PARALLEL WITH AND 96.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 40°23'38" WEST 311.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 221.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°20'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 246.52 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 74°57'07" EAST; THENCE SOUTHWESTERLY 263.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°20'13" TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°36'54" EAST; THENCE ALONG SAID SOUTHWESTERLY PARCEL LINE THE FOLLOWING COURSES:
NORTH 30°52'21" WEST 111.80 FEET,
NORTH 24°13'05" WEST 121.47 FEET,
NORTH 33°52'58" WEST 69.72 FEET AND NORTH 28°55'06" WEST 257.36 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 659.37 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 70°10'44" WEST; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY 495.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°05'07" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 700.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 27°05'27" EAST; THENCE NORTHEASTERLY 274.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°27'37" TO THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 3A CITED AS "NORTH 40°26'55" EAST 1130.96 FEET"; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 40°26'55" EAST 70.84 FEET TO A POINT IN SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 20°25'53" EAST 500.40 TO THE **TRUE POINT OF BEGINNING**.

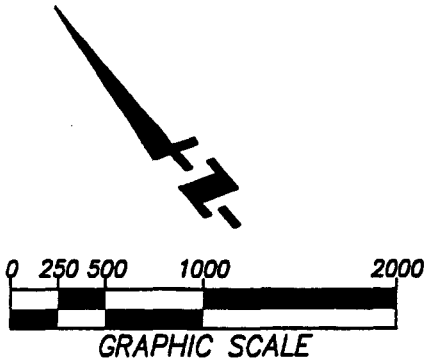
CONTAINING 9.613 ACRES, MORE OR LESS.

ALL OF THE ABOVE PARCELS G-1A AND G-1B ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 4 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- CORRIDOR SITE

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

CORRIDOR SITE EXHIBIT

OVER PORTIONS OF

PARCEL 4

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EX G-1-IV.DWG (01-26-05)

EXHIBIT G-1-IV

EXHIBIT "G-2"

LEGAL DESCRIPTION OF EXPOSITION CENTER SOUTH SITE

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE ATTACHED EXHIBIT G-2

EXHIBIT G-2
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005 AS INSTRUMENT NO. 2005-0005536292, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-2

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005-0005536288; THENCE SOUTH 45°29'59" WEST 30.13 TO THE **TRUE POINT OF BEGINNING;**
THENCE SOUTH 51°23'40" WEST 184.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET; THENCE SOUTHWESTERLY 17.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 847.00 FEET; THENCE SOUTHWESTERLY 630.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 503.00 FEET; THENCE WESTERLY 260.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°43'09" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 36°56'36" WEST; THENCE SOUTHERLY 165.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°54'44";
THENCE SOUTH 49°51'20" EAST 1653.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 440.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE EASTERLY 909.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°31'40";
THENCE SOUTH 88°43'20" EAST 124.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 44°17'42" WEST; THENCE NORTHEASTERLY 2.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°35'01" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°42'41" EAST; THENCE NORTHEASTERLY AND NORTHERLY 72.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°14'09" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 947.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF PARCEL 2 OF SAID INSTRUMENT NO. 2005-0005536290, CITED THEREIN

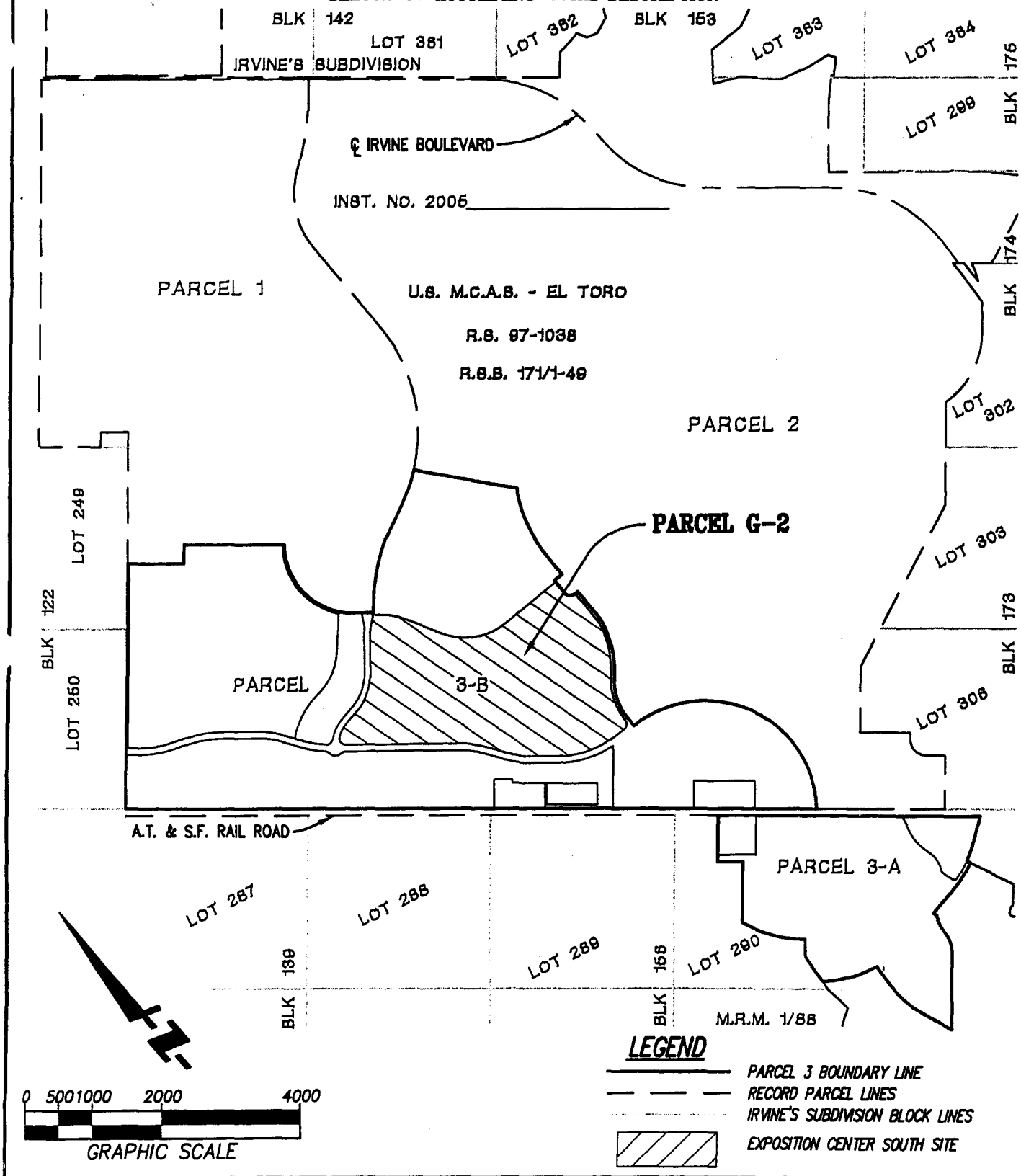
AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, AND A CENTRAL ANGLE OF 38°31'40", A RADIAL LINE TO SAID POINT BEARS
NORTH 87°56'50" WEST; THENCE NORTHERLY 623.99 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°45'10" TO A LINE THAT IS PARALLEL WITH AND 47.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 2;
THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:
NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1153.00 FEET; NORTHERLY 781.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
NORTH 00°57'09" EAST 397.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID PARCEL 2, BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°15'13" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

NORTHWESTERLY 179.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°41'56",
AND NORTH 00°57'09" EAST 191.51 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
THENCE NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37";
THENCE NORTH 49°51'20" WEST 116.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 157.504 ACRES, MORE OR LESS.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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EXPOSITON CENTER SOUTH EXHIBIT

OVER PORTION OF

PARCELS 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-2-III.DWG (06-28-05)

EXHIBIT G-2

EXHIBIT "G-3"

LEGAL DESCRIPTION OF INSTITUTIONAL SITE

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE ATTACHED EXHIBIT G-3

EXHIBIT G-3
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-000526292, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-3

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3B;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 40°39'31" EAST 788.35 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49°47'37" EAST 218.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 458.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 268.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 360.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°15'05" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°18'44" EAST; THENCE SOUTHERLY 69.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'30" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 86°39'14" WEST; THENCE SOUTHERLY 173.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°04'57" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°25'43" WEST; THENCE SOUTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'23";
THENCE SOUTH 49°51'20" EAST 1660.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 411.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE EASTERLY 830.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°52'15";

THENCE SOUTH 40°39'31" WEST 908.25 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3B;
THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49°20'21" WEST 7045.40 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "**HOME 1 (TRANSFER, BLDG 319)**" PER DOCUMENT RECORDED July 12 2005, AS INSTRUMENT NO. 2005-0005536293, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 5 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID COURSE NORTH 49°20'21" WEST 730.00 FEET;
THENCE LEAVING SAID COURSE NORTH 40°31'30" EAST 418.01 FEET;
THENCE SOUTH 49°20'00" EAST 264.56 FEET;
THENCE SOUTH 40°40'00" WEST 50.07 FEET;
THENCE SOUTH 49°20'00" EAST 465.56 FEET;
THENCE SOUTH 40°31'30" WEST 367.87 FEET TO THE **TRUE POINT OF BEGINNING**.

HOME 1, CONTAINING 6.469 ACRES, MORE OR LESS

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "**HOME 5 (TRANSFER, BLDG 360)**" PER DOCUMENT RECORDED July 12 2005 AS INSTRUMENT NO. 2005-0005536293, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 8 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST 3750.65 FEET FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE; THENCE NORTH 40°39'39" EAST 54.73 FEET TO THE **TRUE POINT OF BEGINNING;**

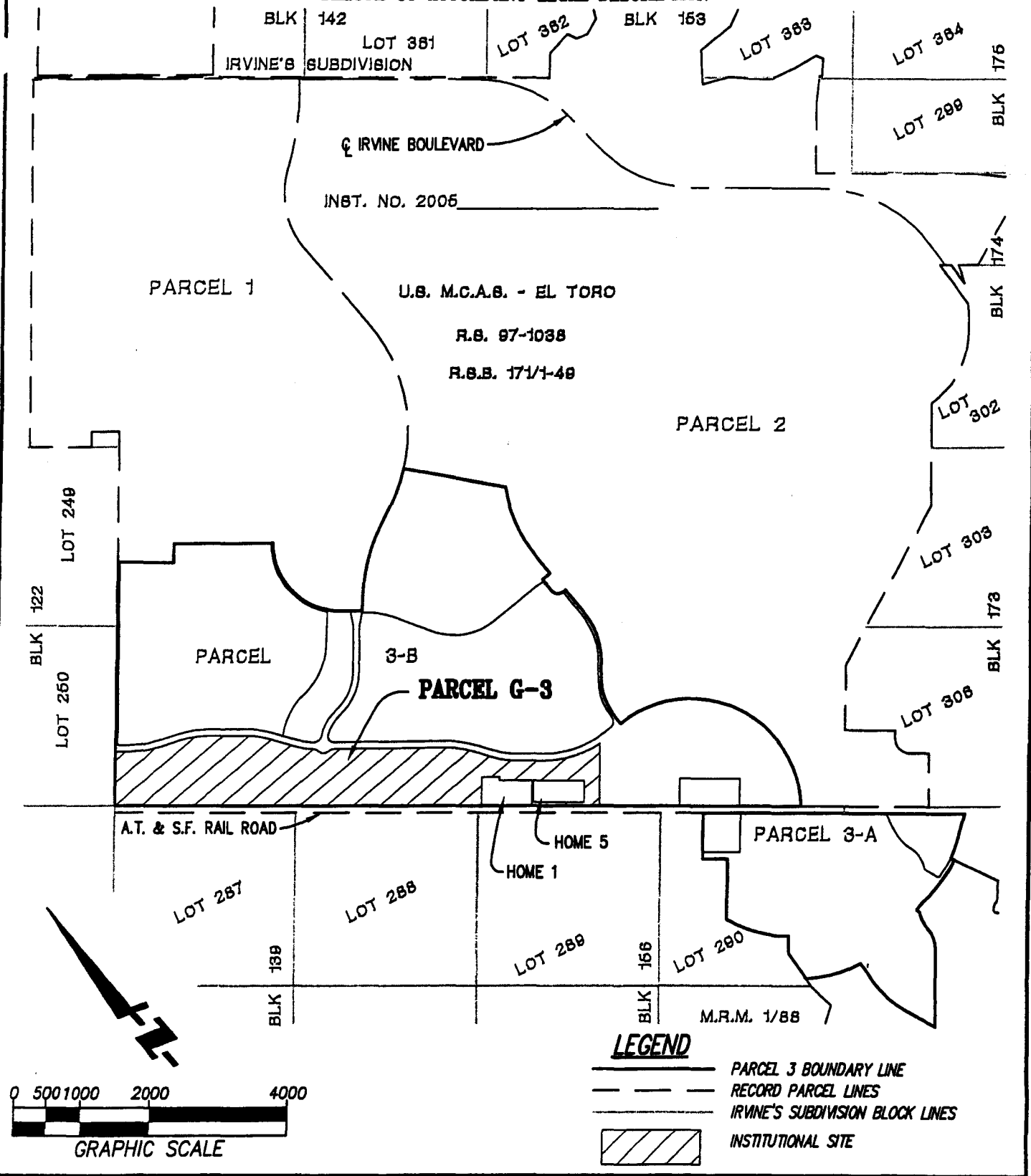
THENCE NORTH 49°14'50" WEST 730.01 FEET;
THENCE NORTH 40°26'50" WEST 312.00 FEET;
THENCE SOUTH 49°14'50" EAST 730.01 FEET;
THENCE SOUTH 40°26'50" EAST 312.00 FEET TO THE **TRUE POINT OF BEGINNING**.

HOME 5, CONTAINING 5.229 ACRES, MORE OR LESS

PARCEL G-3 CONTAINS 124.431 ACRES, (EXCLUDING HOME 1 AND 5) MORE OR LESS.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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INSTITUTIONAL SITE EXHIBIT
OVER A PORTION OF
PARCEL 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-3-III.DWG (06-28-05)

EXHIBIT G-3

EXHIBIT "G-4"

LEGAL DESCRIPTION OF MUSICK/ALTON SITES

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE ATTACHED EXHIBIT G-4

EXHIBIT G-4
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-000536290, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , DESCRIBED AS FOLLOWS:

PARCEL G-4A

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF IRVINE BOULEVARD, SHOWN AS N02°41'27"E 332.04' ON SAID RECORD OF SURVEY 97-1038, THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 02°41'27" EAST 332.04 FEET,
SOUTH 49°15'52" EAST 8.88 FEET,
NORTH 02°41'34" EAST 444.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2070.00 FEET, NORTHERLY 117.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'56" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST,
NORTH 89°25'38" EAST 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2085.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST, NORTHERLY AND NORTHWESTERLY 1774.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°45'03" AND NORTH 49°19'25" WEST 72.07 FEET;
THENCE LEAVING SAID EASTERLY LINE NORTH 40°40'35" EAST 136.29 FEET;
THENCE SOUTH 49°37'06" EAST 2277.11 FEET;
THENCE SOUTH 43°05'49" EAST 709.84 FEET;
THENCE NORTH 74°22'29" EAST 103.59 FEET;
THENCE SOUTH 49°16'11" EAST 77.99 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**
THENCE SOUTH 70°30'52" WEST 1520.79 FEET TO THE NORTHERLY LINE OF LOT 302 OF SAID IRVINE'S SUBDIVISION;
THENCE ALONG SAID NORTHERLY LINE NORTH 49°15'52" WEST 282.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1255.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 75°24'08" EAST;
THENCE LEAVING SAID NORTHERLY LINE, SOUTHERLY 278.46 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°42'46" TO THE **POINT OF BEGINNING**.

CONTAINING 44.150 ACRES MORE OR LESS.

PARCEL G-4B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT** "A;
THENCE SOUTH 84°39'33" EAST 132.98 FEET;
THENCE SOUTH 23°59'33" EAST 37.00 FEET;
THENCE NORTH 65°30'27" EAST 184.71 FEET;
THENCE NORTH 21°00'30" WEST 83.12 FEET;
THENCE NORTH 68°59'30" EAST 155.00 FEET;

THENCE SOUTH 21°00'30" EAST 65.00 FEET;
THENCE NORTH 67°20'15" EAST 612.07 FEET;
THENCE NORTH 88°45'15" EAST 78.87 FEET;
THENCE NORTH 64°40'15" EAST 290.62 FEET;
THENCE NORTH 44°40'15" EAST 34.25 FEET;
THENCE NORTH 75°55'15" EAST 257.59 FEET;
THENCE NORTH 55°15'15" EAST 103.32 FEET;
THENCE NORTH 79°45'15" EAST 265.63 FEET;
THENCE NORTH 78°20'15" EAST 165.87 FEET;
THENCE NORTH 82°25'15" EAST 320.43 FEET;
THENCE NORTH 76°05'15" EAST 476.64 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF THE U.S. M.C.A.S. – EL TORO AS SHOWN ON SAID RECORD OF SURVEY 97-1038;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING COURSES:

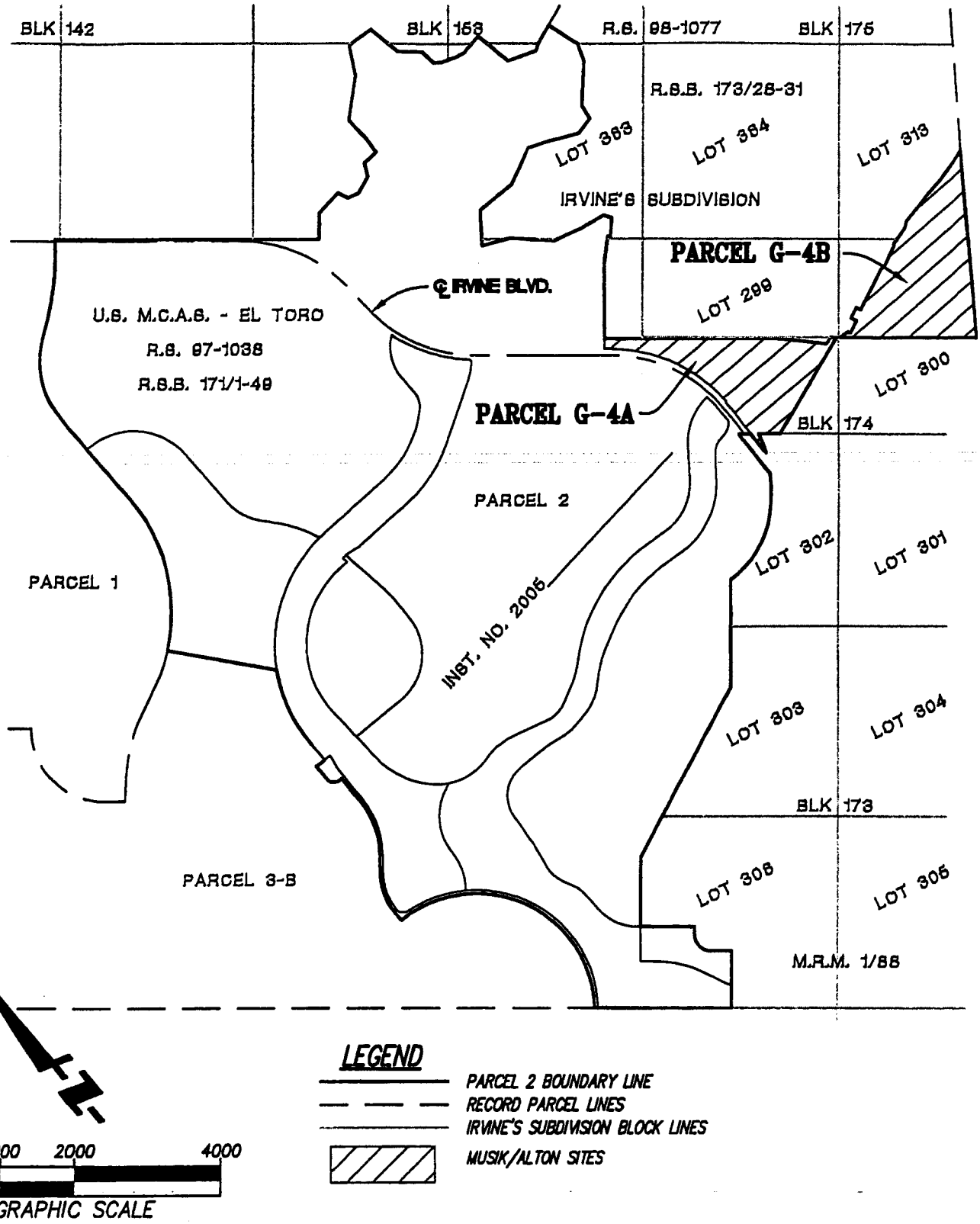
SOUTH 35°55'17" WEST 2559.11 FEET AND NORTH 49°16'11" WEST 1876.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 57.074 ACRES MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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MUSIK/ALTON SITES EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EX G-4-II.DWG (01-27-05)

EXHIBIT G-4

EXHIBIT "G-5"

LEGAL DESCRIPTION OF PARK SITE

PARK SITE PARCEL I

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT G-5-I

PARK SITES PARCEL II

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT G-5-II

PARK SITES PARCEL II

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT G-5-III

EXHIBIT G-5-1
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-0515361288, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-5

COMMENCING AT THE SOUTHERLY CORNER OF SAID PARCEL 1;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:
NORTH 49°51'20" WEST 281.26 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, NORTHWESTERLY 219.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'10" TO THE **TRUE POINT OF BEGINNING**; CONTINUING ALONG SAID CURVE AND SOUTHWESTERLY LINE, 1354.25 FEET THROUGH A CENTRAL ANGLE OF 77°35'33",
AND NORTH 49°14'49" WEST 30.01 FEET;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°10'58" EAST 2739.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 990.00 FEET; THENCE NORTHEASTERLY 935.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°07'50";
THENCE SOUTH 85°41'12" EAST 2.28 FEET TO A POINT IN THE WESTERLY LINE OF HEREINABOVE DESCRIBED PARCEL G-1; THENCE ALONG SAID WESTERLY PARCEL LINE THE FOLLOWING COURSES;

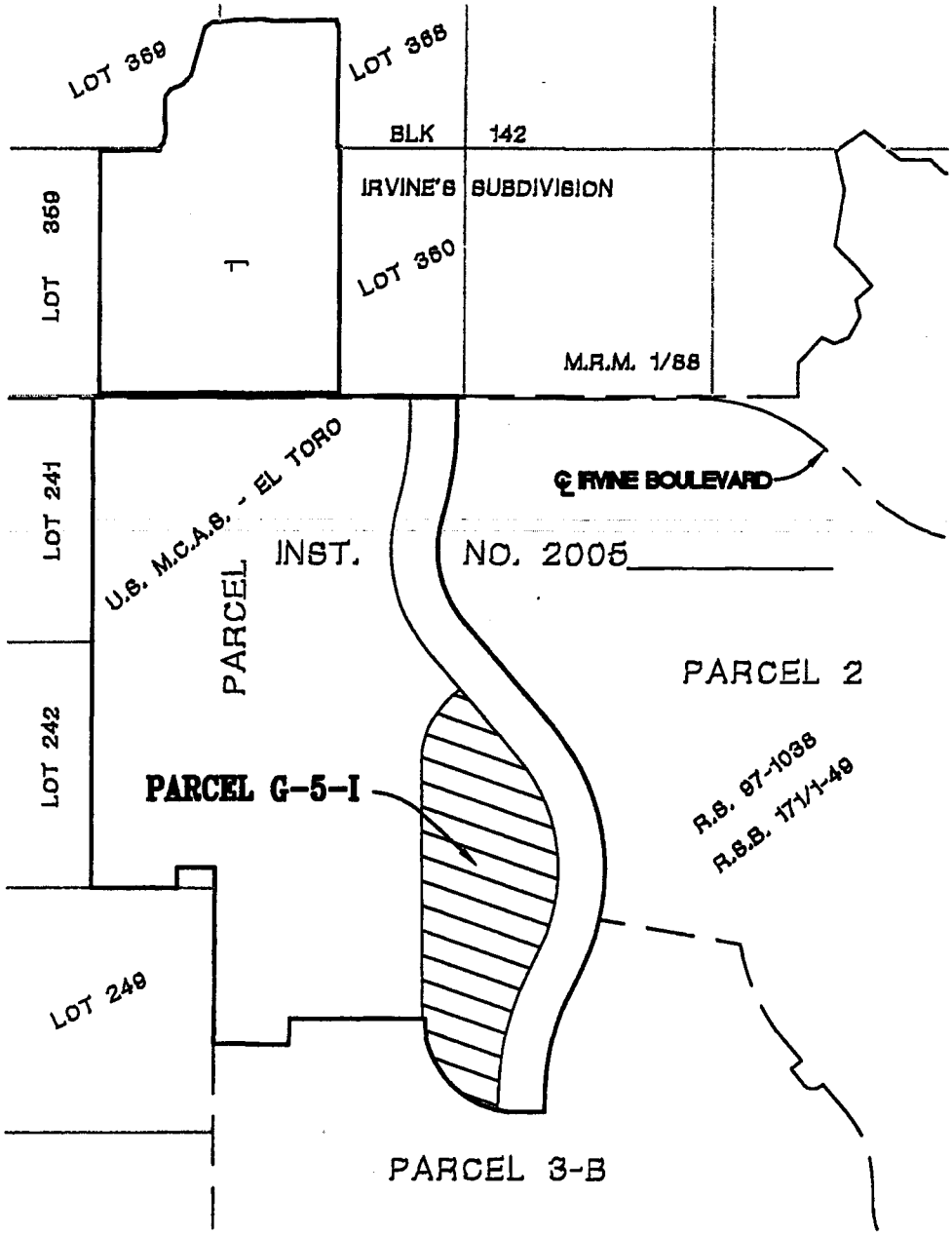
SOUTH 00°00'00" WEST 938.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1900.00 FEET, SOUTHWESTERLY 2191.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28", SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3000.00 FEET, SOUTHWESTERLY 1246.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND SOUTH 42°16'45" WEST 229.75 FEET TO THE **TRUE POINT OF BEGINNING**.

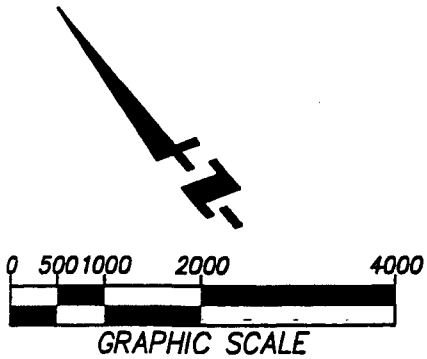
CONTAINING 106.973 ACRES, MORE OR LESS.

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

EXHIBIT 'B'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 1 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- PARK SITE

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PARK SITE EXHIBIT
OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EX G-5-I.DWG (01-27-05)

EXHIBIT G-5-I

EXHIBIT G-5-II
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005 AS INSTRUMENT NO. 2005000536290, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , DESCRIBED AS FOLLOWS:

PARCEL G-5A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17"; SOUTH 00°00'00" WEST 557.21 TO THE **TRUE POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES THE FOLLOWING COURSES:

SOUTH 00°00'00" WEST 901.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHERLY AND SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST;
THENCE LEAVING SAID NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2, NORTHEASTERLY 1973.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°50'38" TO A POINT HEREINAFTER REFERRED TO AS
POINT "A", SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
SOUTHWESTERLY, HAVING A RADIUS OF 2030.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 68°41'40" EAST; THENCE NORTHWESTERLY 765.26 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°35'57";
THENCE NORTH 42°54'17" WEST 48.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 770.00 FEET; THENCE

NORTHERLY 576.60 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°54'17";
THENCE NORTH 00°00'00" EAST 863.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY AND WESTERLY 1390.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°41'12";
THENCE NORTH 85°08'52" WEST 118.59 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 108.510 ACRES, MORE OR LESS.

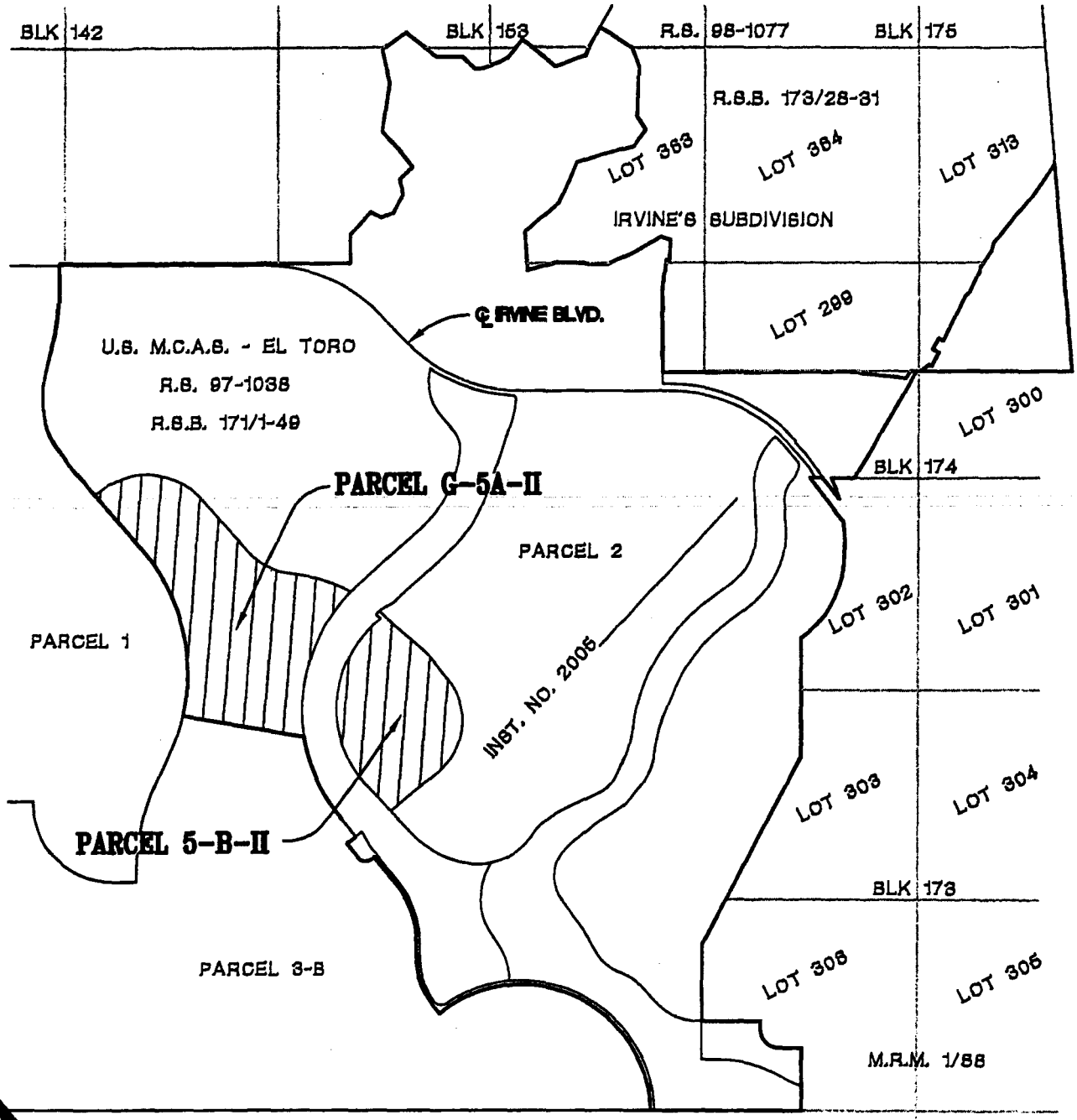
PARCEL G-5B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "A"**;
THENCE SOUTH 15°15'32" EAST 427.66 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
THENCE SOUTH 08°19'32" EAST 43.50 FEET;
THENCE SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'49";
THENCE SOUTH 02°11'28" EAST 457.44 FEET;
THENCE SOUTH 89°02'51" EAST 774.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET; THENCE NORTHEASTERLY 1296.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°31'47";.
THENCE NORTH 01°25'22" EAST 330.06 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHERLY 158.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°44'54";
THENCE NORTH 08°19'32" WEST 554.19 FEET;
THENCE NORTH 08°24'36" WEST 165.34 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 58.469 ACRES, MORE OR LESS.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

PARK SITE EXHIBIT
OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV AGREEMENT\EX G-5-II.DWG (01-27-05)

EXHIBIT G-5-II

EXHIBIT G-5-III
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005 AS INSTRUMENT NO. 2005-aw536292, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-5

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005-aw536288; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINE OF SAID PARCEL 3B THE FOLLOWING COURSES:

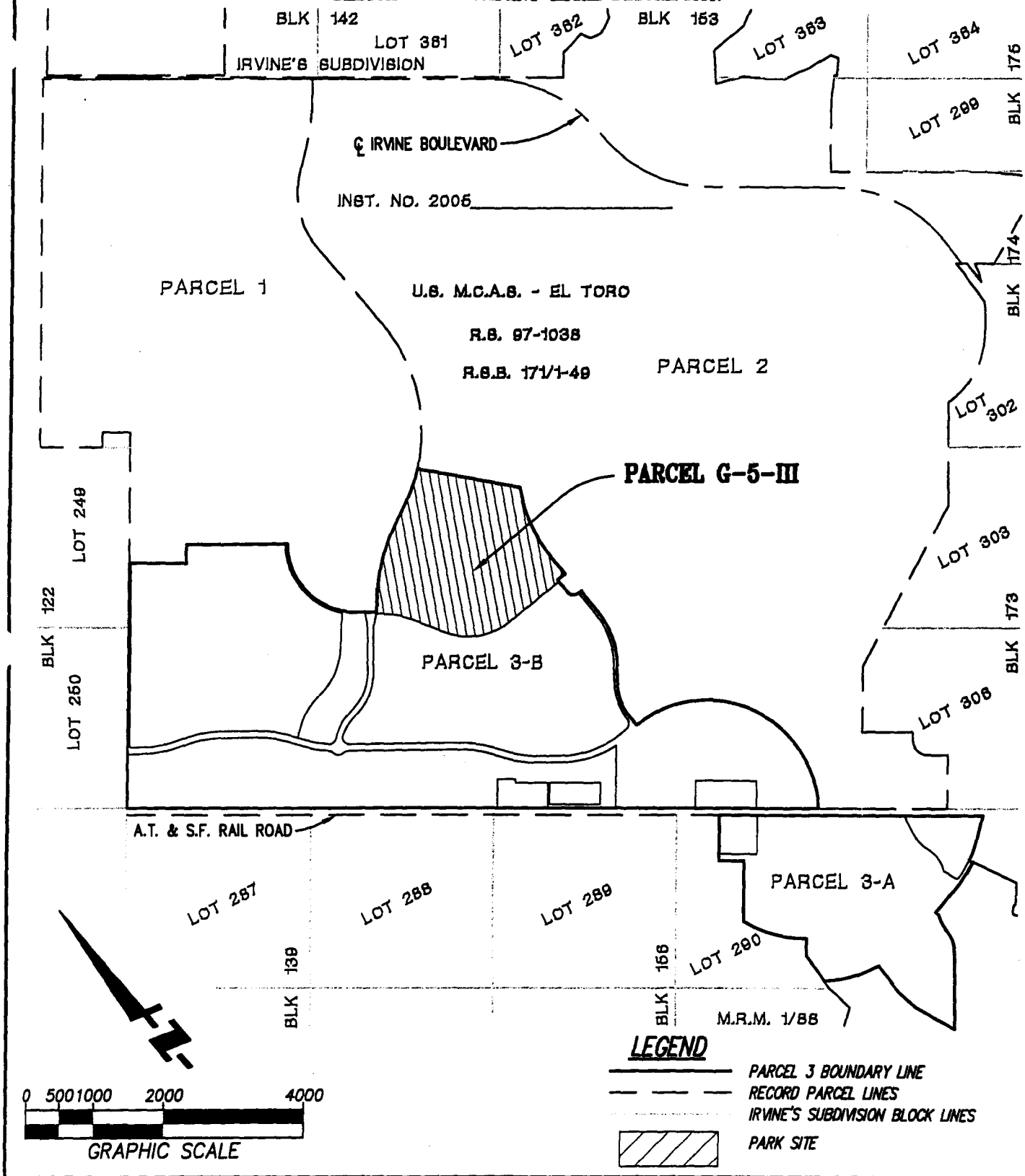
NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, NORTHEASTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43";
NORTH 66°05'28" EAST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; NORTHEASTERLY 541.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°55'35";
SOUTH 39°16'19" EAST 1519.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; SOUTH 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12";
SOUTH 00°57'09" WEST 276.56 FEET;
NORTH 89°02'51" WEST 141.47 FEET,
AND SOUTH 00°57'09" WEST 30.00;
THENCE NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
THENCE NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET;
THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37" AND NORTH 49°51'20" WEST 116.99 FEET;
THENCE NORTH 45°29'59" EAST 30.13 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 105.00 ACRES, MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARK SITE EXHIBIT

OVER PORTION OF

PARCELS 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-5-III.DWG (06-28-05)

EXHIBIT G-5-III

EXHIBIT "G-6"

LEGAL DESCRIPTION OF SPORTS PARK SITE

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE ATTACHED EXHIBIT G-6

EXHIBIT G-6
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005 AS INSTRUMENT NO. 2005-000536292, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-6

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-B SOUTH 49°21'34" EAST 28.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND 28.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 3-B AND THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID PARALLEL LINE SOUTH 40°39'31" WEST 2642.50 FEET;
THENCE LEAVING SAID PARALLEL LINE SOUTH 04°34'03" EAST 38.89 FEET;
THENCE SOUTH 49°47'37" EAST 161.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET;
THENCE SOUTHEASTERLY 428.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET;
THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET;
THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 142.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST;
THENCE EASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 03°32'03" EAST;
THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12";
THENCE NORTH 42°16'45" EAST 511.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1030.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°26'20" WEST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 3-B CITED AS HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 1574.20 FEET, A CENTRAL ANGLE OF 90°11'43";
THENCE NORTHEASTERLY 1400.63 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 77°54'47" TO A POINT OF NON-TANGENCY ON THE NORTHEASTERLY LINE OF SAID PARCEL 3-B, A RADIAL LINE TO SAID POINT BEARS NORTH 49°38'53" WEST;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES:

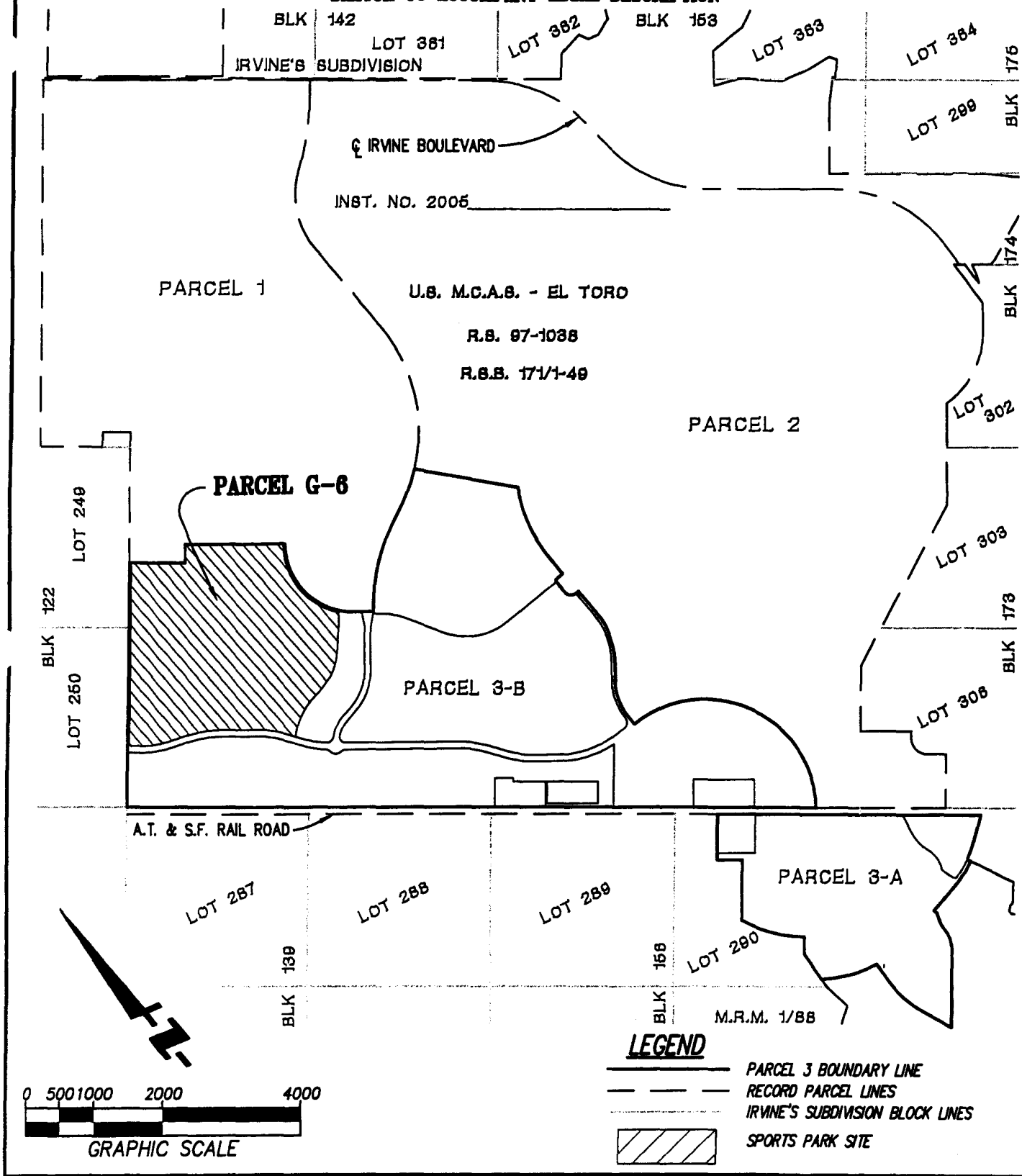
NORTH 49°14'49" WEST 1416.32 FEET,
SOUTH 41°14'17" WEST 275.57 FEET AND NORTH 49°21'34" WEST 789.63 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 166.160 ACRES, MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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SPORTS PARK SITE EXHIBIT

OVER A PORTION OF

PARCEL 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-6-III.DWG (06-28-05)

EXHIBIT G-6

EXHIBIT "G-7"

LEGAL DESCRIPTION OF TRANSIT SITE

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE ATTACHED EXHIBIT G-7

EXHIBIT G-7
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3-A, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED May 12, 2005, AS INSTRUMENT NO. 2005-0053628, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-7A

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 FEET TO A LINE THAT IS PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE **TRUE POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET; NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO A POINT OF NON-TANGENCY ON THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON INSTRUMENT NO. 85-390260, RECORDED OCTOBER 10, 1985, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE TO SAID POINT BEARS NORTH 61°19'58" WEST; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

SOUTH 80°35'11" WEST 462.80 FEET BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1860.00 FEET; WESTERLY 597.92 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°25'06", AND SOUTH 51°48'29" WEST 41.31 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

SOUTH 04°46'49" WEST 227.24 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1352.00 FEET; SOUTHERLY 594.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°12'42" AND SOUTH 20°25'53" EAST 463.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 20.006 ACRES, MORE OR LESS.

PARCEL G-7B

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B NORTH 49°20'21" WEST 885.45 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°39'39" EAST 400.00 FEET;
THENCE NORTH 49°20'21" WEST 871.20 FEET;

THENCE SOUTH 40°39'39" WEST 400.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B;
THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 49°20'21" EAST 871.20 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 8.000 ACRES, MORE OR LESS.

PARCEL G-7C

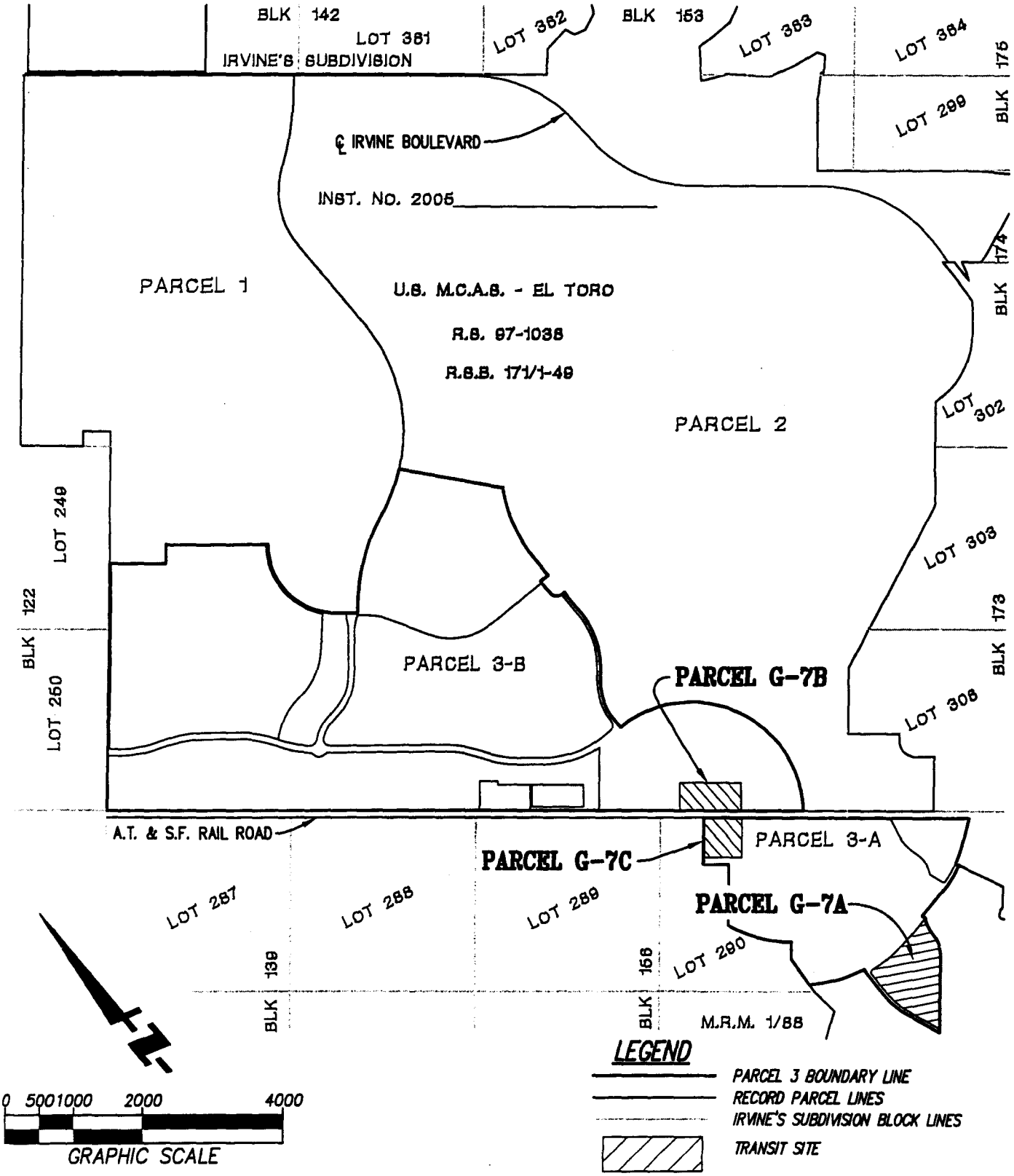
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A SOUTH 49°20'21" EAST 539.43 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 40°39'39" WEST 565.29 FEET TO THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 49°20'21" WEST 539.43 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 3A;
THENCE ALONG SAID NORTHWESTERLY LINE NORTH 40°39'38" EAST 565.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7.000 ACRES MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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TRANSITE SITE EXHIBIT
OVER A PORTION OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-7-III.DWG (06-28-05)

EXHIBIT G-7

EXHIBIT "G-8"

LEGAL DESCRIPTION OF MARSHBURN BASIN/CHANNEL SITE

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE ATTACHED EXHIBIT G-8

EXHIBIT G-8
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-0536288, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-8A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE TO THE MOST EASTERLY CORNER OF SAID PARCEL 1;
THENCE CONTINUING ALONG SAID FORMER CENTERLINE OF IRVINE BOULEVARD NORTH 49°21'16" WEST 1254.21 FEET;
THENCE LEAVING SAID FORMER CENTERLINE NORTH 40°38'44" EAST 30.00 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED TO THE UNITED STATES OF AMERICA RECORDED JULY 29, 1976 IN BOOK 11831, PAGE 1058 OF OFFICIAL RECORDS IN SAID OFFICE OF THE ORANGE COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND NORTH 40°37'48" EAST 20.00 FEET TO A LINE PARALLEL WITH AND 20.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LAND AND THE **TRUE POINT OF BEGINNING;**
THENCE ALONG SAID PARALLEL LINE NORTH 49°21'16" WEST 1280.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;
THENCE LEAVING SAID PARALLEL LINE NORTH 40°38'44" EAST 580.00 FEET;
THENCE NORTH 87°43'15" EAST 895.48 FEET;
THENCE SOUTH 49°22'04" EAST 624.01 FEET TO SAID SOUTHEASTERLY LINE; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 40°37'48" WEST 1190.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 30.370 ACRES, MORE OR LESS.

PARCEL G-8B

A STRIP OF LAND 50.00 FEET WIDE, FOR STORM DRAIN CHANNEL PURPOSES, THE SOUTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS;

BEGINNING AT THE HEREINBEFORE DESCRIBED **POINT "A"**;
THENCE ALONG THE PROLONGATION OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-8A NORTH 49°21'16" WEST 1294.74 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1.

SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID NORTHWESTERLY LINE OF SAID PARCEL 1.

CONTAINING 1.486 ACRES, MORE OR LESS.

PARCEL G-8C

A STRIP OF LAND 40.00 FEET IN WIDTH, FOR STORM DRAIN PURPOSES, THE NORTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID PARCEL 1, HAVING A BEARING AND DISTANCE OF "N40°35'49"E 5281.99 FEET", AS SHOWN ON SAID INSTRUMENT NO. 2005-cw536288;
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 40°35'49" WEST 5281.99.

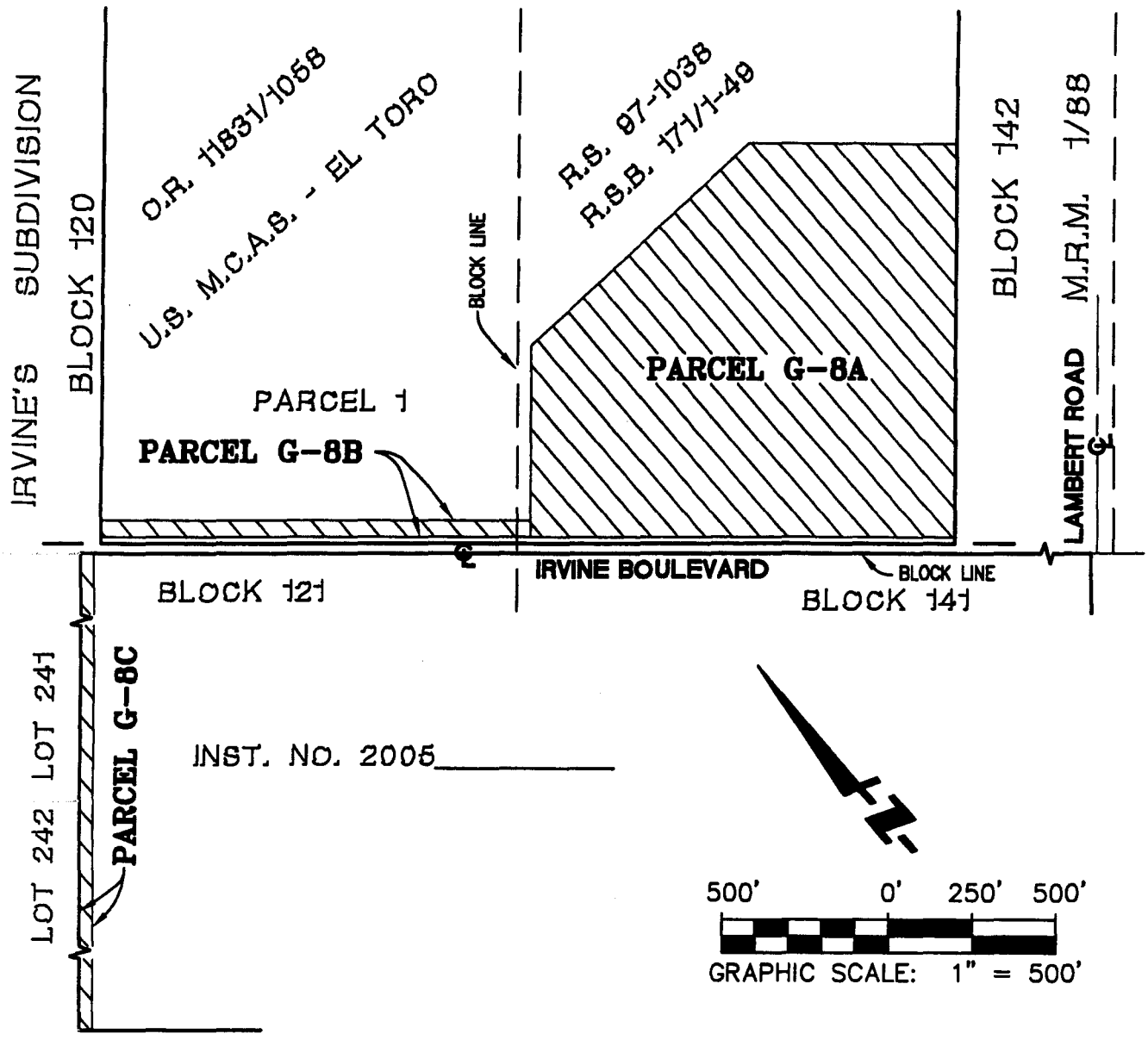
THE SIDELINE OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE NORTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "S49°21'55"E 1315.00 AND SOUTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "N49°19'46"W 913.00 FEET" AS SHOWN ON SAID INSTRUMENT NO. 2005 cw536288.

CONTAINING 4.850 ACRES, MORE OR LESS.

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

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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CORRIDOR SITE EXHIBIT

OVER A PORTION OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 1/12/05
SCALE: 1"=500'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT G\EX G-8-1.DWG (04-18-05)

EXHIBIT "H"

OWNERSHIP INTERESTS IN CITY CONVEYANCE PARCELS

EXHIBIT "H"

OWNERSHIP INTERESTS IN CITY CONVEYANCE PARCELS

PARCEL I CITY CONVEYANCE PARCELS

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT H-I

PARCEL II CITY CONVEYANCE PARCELS

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT H-II

PARCEL III CITY CONVEYANCE PARCELS

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT H-III

PARCEL IV CITY CONVEYANCE PARCELS

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT H-IV

EXHIBIT H-I
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-0005536288, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1

A STRIP OF LAND 500.00 FEET IN WIDTH, OF WHICH THE SOUTHEASTERLY LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 84.98 FEET TO THE **TRUE POINT OF BEGINNING,**
SOUTH 40°12'23" WEST 123.50 TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17",
SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2768.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28",
SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, SOUTHWESTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND
SOUTH 42°16'45" WEST 235.22 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT HEREINAFTER REFERRED TO AS **POINT "B";**

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE SOUTHERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND NORTHERLY ON THE NORTHEASTERLY LINE OF SAID LOT 271.

CONTAINING 95.972 ACRES, MORE OR LESS.

PARCEL G-5

COMMENCING AT THE HEREINBEFORE MENTIONED **POINT "B"**;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:
NORTH 49°51'20" WEST 281.26 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, NORTHWESTERLY 219.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'10" TO THE **TRUE POINT OF BEGINNING**; CONTINUING ALONG SAID CURVE AND SOUTHWESTERLY LINE, 1354.25 FEET THROUGH A CENTRAL ANGLE OF 77°35'33",
AND NORTH 49°14'49" WEST 30.01 FEET;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°10'58" EAST 2739.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 990.00 FEET; THENCE NORTHEASTERLY 935.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°07'50";
THENCE SOUTH 85°41'12" EAST 2.28 FEET TO A POINT IN THE WESTERLY LINE OF HEREINABOVE DESCRIBED PARCEL G-1; THENCE ALONG SAID WESTERLY PARCEL LINE THE FOLLOWING COURSES;

SOUTH 00°00'00" WEST 938.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1900.00 FEET, SOUTHWESTERLY 2191.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28", SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3000.00 FEET, SOUTHWESTERLY 1246.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND SOUTH 42°16'45" WEST 229.75 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 106.973 ACRES, MORE OR LESS.

PARCEL G-8A

COMMENCING AT THE HEREINBEFORE DESCRIBED POINT "A";
THENCE ALONG SAID FORMER CENTERLINE OF IRVINE BOULEVARD
NORTH 49°21'16" WEST 1254.21 FEET;
THENCE LEAVING SAID FORMER CENTERLINE NORTH 40°38'44" EAST 30.00 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED TO THE UNITED STATES OF AMERICA RECORDED JULY 29, 1976 IN BOOK 11831, PAGE 1058 OF OFFICIAL RECORDS IN SAID OFFICE OF THE ORANGE COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND NORTH 40°37'48" EAST 20.00 FEET TO A LINE PARALLEL WITH AND 20.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LAND AND THE **TRUE POINT OF BEGINNING;**
THENCE ALONG SAID PARALLEL LINE NORTH 49°21'16" WEST 1280.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "C"**;
THENCE LEAVING SAID PARALLEL LINE NORTH 40°38'44" EAST 580.00 FEET;
THENCE NORTH 87°43'15" EAST 895.48 FEET;

THENCE SOUTH 49°22'04" EAST 624.01 FEET TO SAID SOUTHEASTERLY LINE; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 40°37'48" WEST 1190.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 30.370 ACRES, MORE OR LESS.

PARCEL G-8B

A STRIP OF LAND 50.00 FEET WIDE, FOR STORM DRAIN CHANNEL PURPOSES, THE SOUTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS;

BEGINNING AT THE HEREINBEFORE DESCRIBED **POINT "C";**
THENCE ALONG THE PROLONGATION OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-8A NORTH 49°21'16" WEST 1294.74 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1.

SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID NORTHWESTERLY LINE OF SAID PARCEL 1.

CONTAINING 1.486 ACRES, MORE OR LESS.

PARCEL G-8C

A STRIP OF LAND 40.00 FEET IN WIDTH, FOR STORM DRAIN PURPOSES, THE NORTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID PARCEL 1, HAVING A BEARING AND DISTANCE OF "N40°35'49"E 5281.99 FEET", AS SHOWN ON SAID INSTRUMENT NO. 2005-0057208,
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 40°35'49" WEST 5281.99.

THE SIDELINE OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE NORTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "S49°21'55"E 1315.00 AND SOUTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "N49°19'46"W 913.00 FEET" AS SHOWN ON SAID INSTRUMENT NO. 2005-0057208.

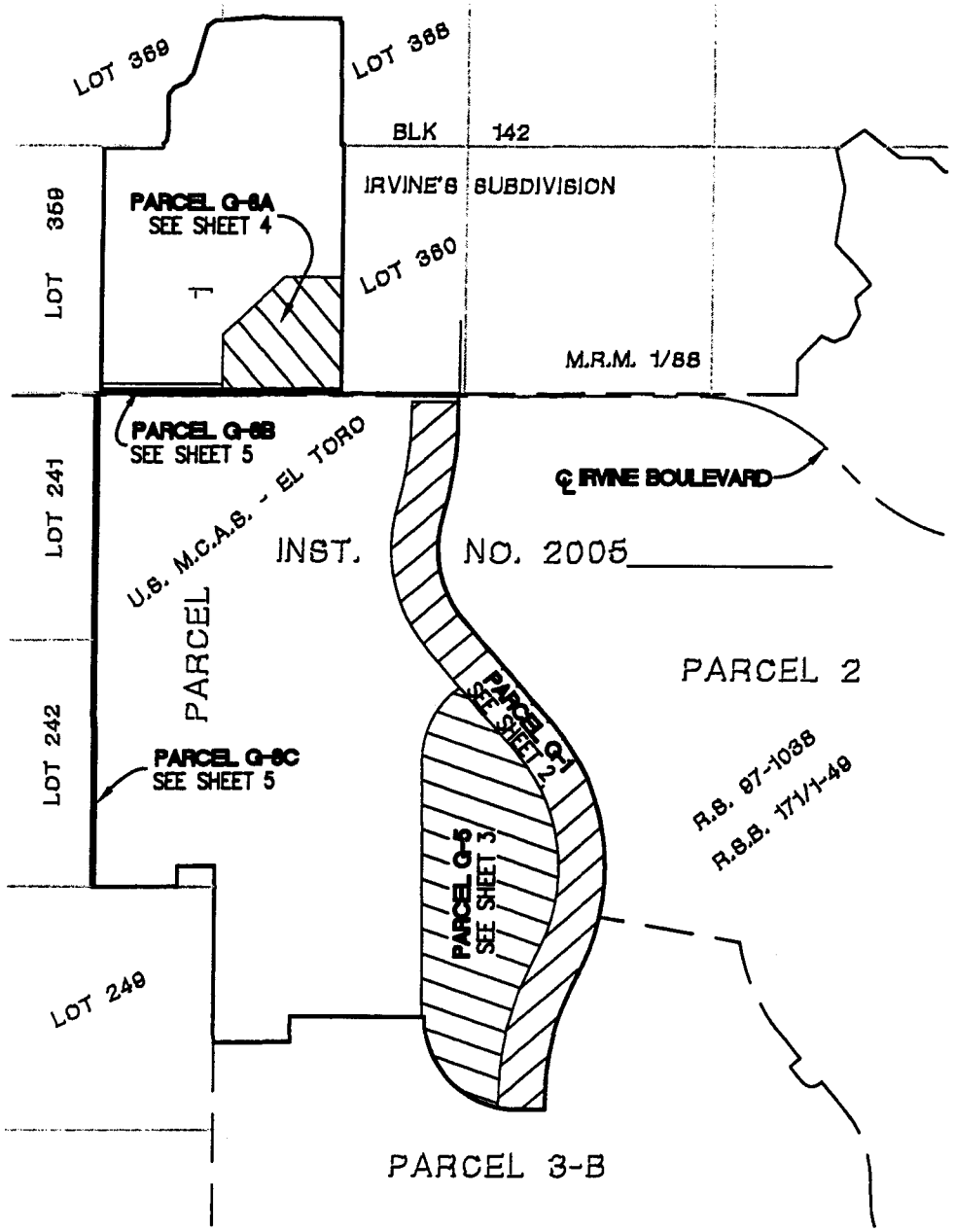
CONTAINING 4.850 ACRES, MORE OR LESS.

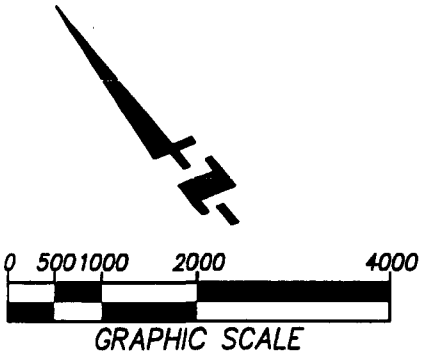
ALL OF THE ABOVE PARCELS G-1, G-5, G-8A, G-8B, AND G-8C ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS, DESCRIBED AS G-1, G-5, G-8A, G-8B, AND G-8C ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 1 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 1

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

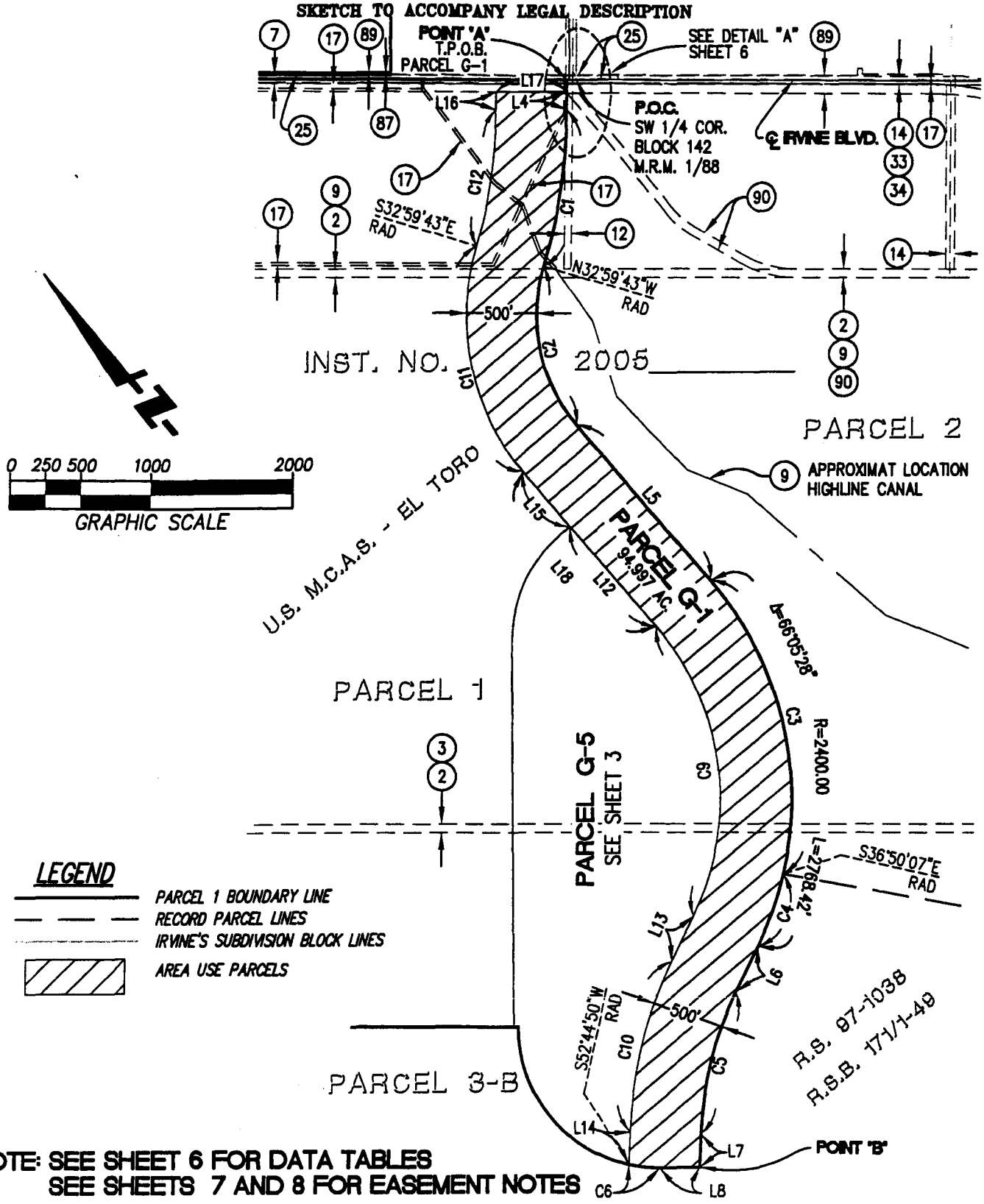
1 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-1.DWG (06-28-05)

EXHIBIT H-1

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 6 FOR DATA TABLES
SEE SHEETS 7 AND 8 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=1000'
JN: 544.01.01
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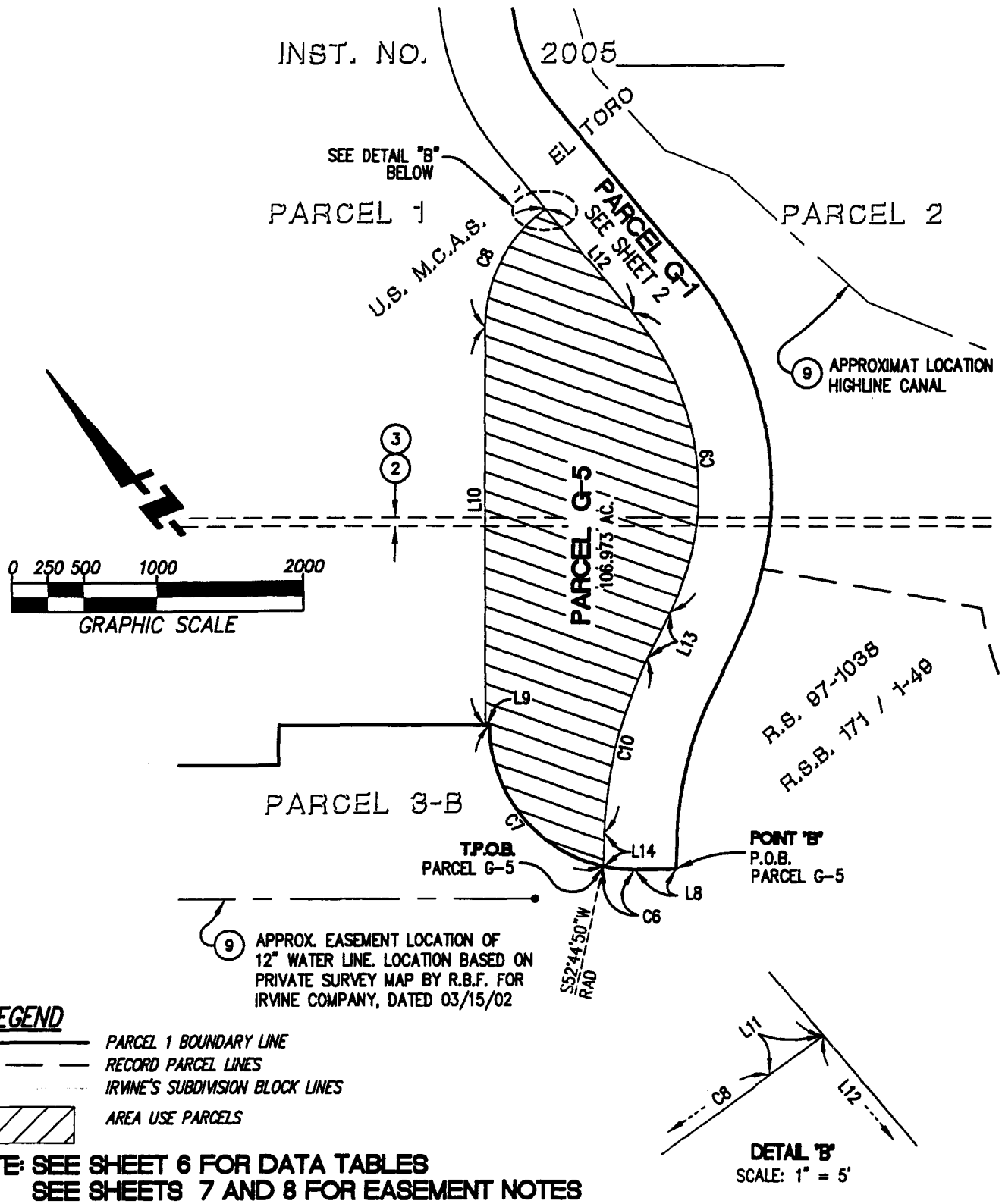
2 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-1.DWG (06-28-05)

EXHIBIT H-1

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 1 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEET 6 FOR DATA TABLES
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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
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JN: 544.01.01
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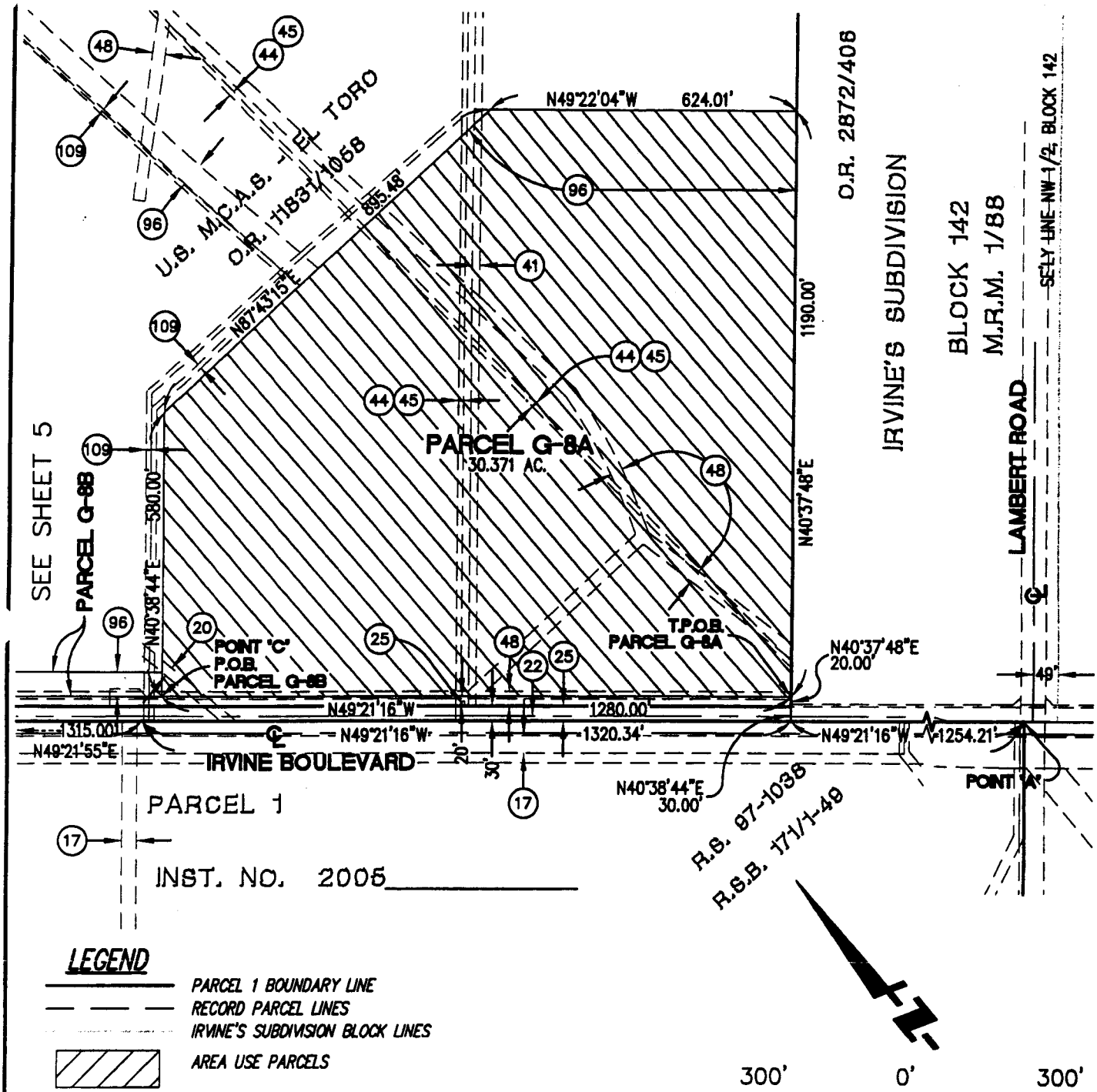
3 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-I.DWG (06-28-05)

EXHIBIT H-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 6 FOR DATA TABLES
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LAND USE AREA EXHIBIT

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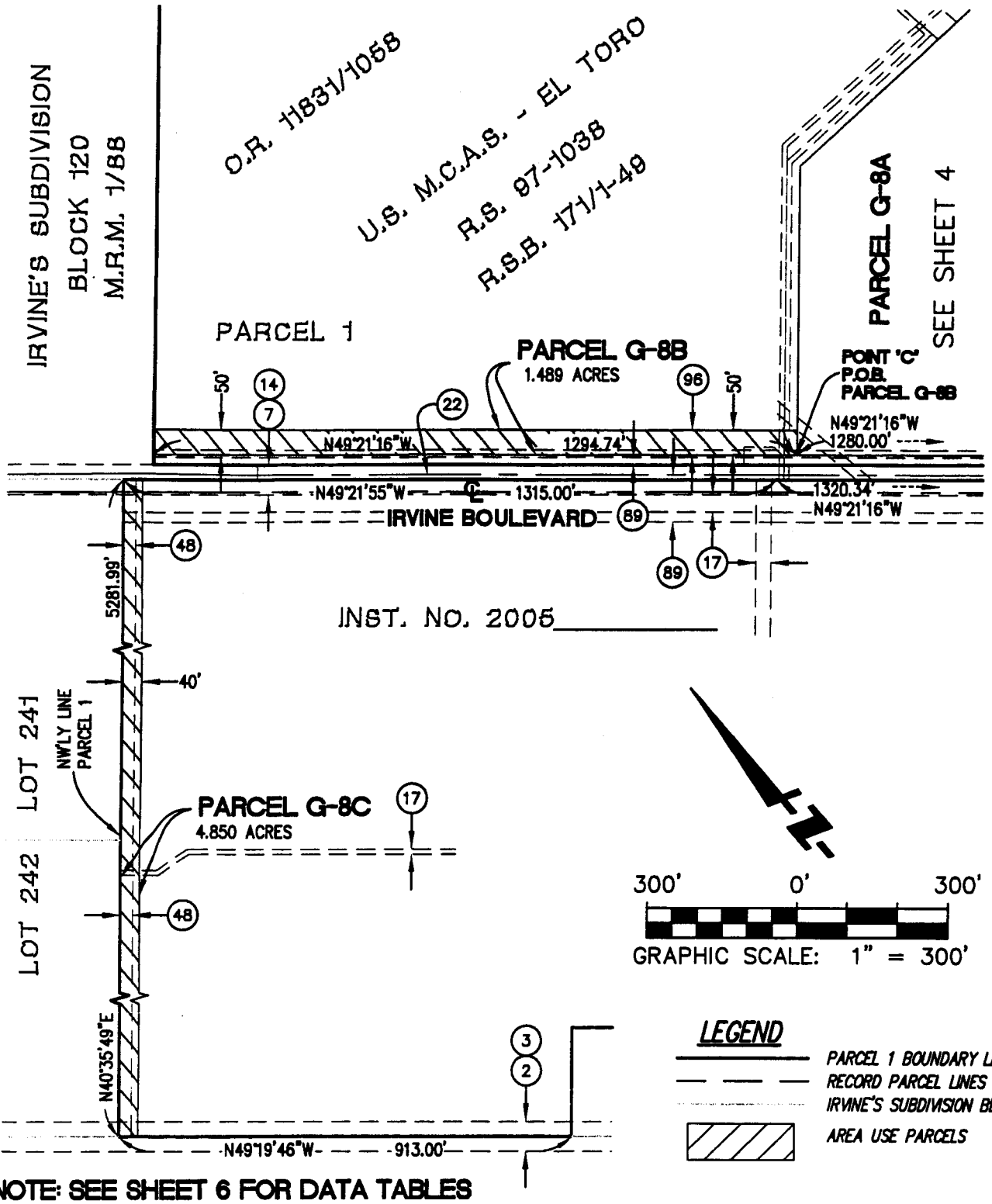
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CHECKED: RL

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EXHIBIT H-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 6 FOR DATA TABLES
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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

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JN: 544.01.01
DRAWN: RJL
CHECKED: RL

5 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-1.DWG (06-28-05)

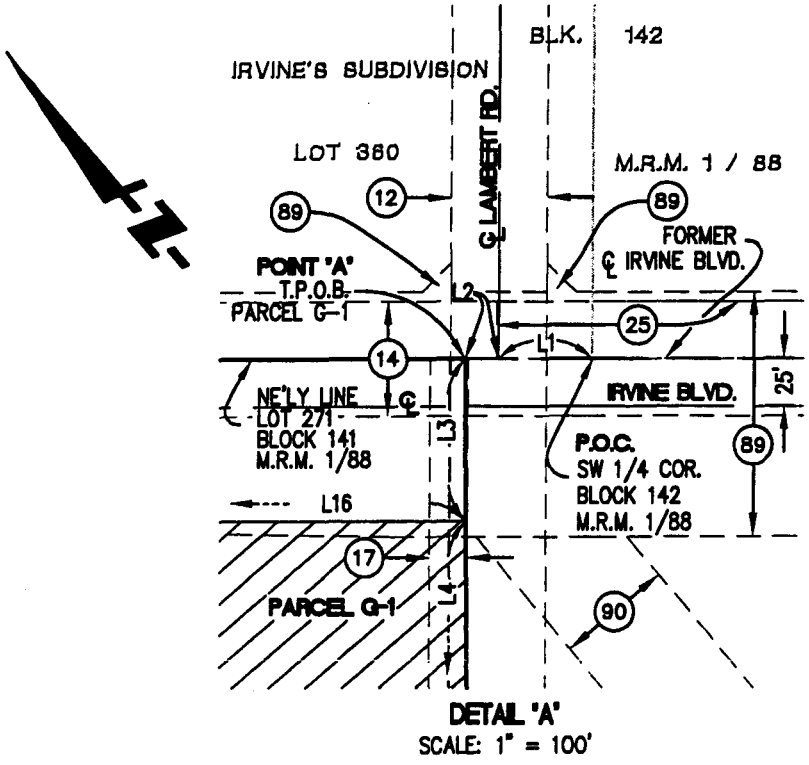
EXHIBIT H-1

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°21'16"W	49.00
L2	N49°21'16"W	17.14
L3	N40°12'23"E	84.98
L4	N40°12'23"E	123.50
L5	N00°00'00"E	1456.34
L6	N66°05'28"E	353.80
L7	N42°16'45"E	235.22
L8	N49°51'20"W	281.26
L9	N49°14'49"W	30.01
L10	N40°10'58"E	2739.54
L11	N85°41'12"W	2.28
L12	N00°00'00"E	938.79
L13	N66°05'28"E	353.80
L14	N42°16'45"E	229.75
L15	N00°00'00"E	517.54
L16	N40°12'23"E	127.33
L17	N49°21'16"W	500.01
L18	N00°00'00"E	1456.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°47'54"	3776.61	1107.25
C2	57°00'17"	1200.00	1193.90
C3	53°09'53"	2400.00	2226.96
C4	12°55'35"	2400.00	541.46
C5	23°48'43"	2500.00	1038.99
C6	12°36'10"	1000.00	219.96
C7	77°35'33"	1000.00	1354.25
C8	54°07'50"	990.00	935.31
C9	66°05'28"	1900.00	2191.66
C10	23°48'43"	3000.00	1246.79
C11	57°00'17"	1700.00	1691.36
C12	16°47'54"	3276.61	960.66



DETAIL "A"
SCALE: 1" = 100'

NOTE: SEE SHEET 6 FOR DATA TABLES
SEE SHEETS 7 AND 8 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=100'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

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P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-1.DWG (06-28-05)

EXHIBIT H-1

EXHIBIT "B"

EASEMENT NOTES

(2) RIGHTS OF WAY FOR ROAD AND INCIDENTAL PURPOSES WITHIN A 60 FOOT STRIP FOR TRABUCO ROAD AS DESCRIBED IN DEEDS TO THE COUNTY OF ORANGE RECORDED FEBRUARY 26, 1906 IN BOOK 123 PAGE 316 OF DEEDS; AND RECORDED JUNE 17, 1943 IN BOOK 1195, PAGE 287 AND JULY 1, 1944 IN BOOK 1263, PAGE 136, BOTH OF OFFICIAL RECORDS.

(3) AN EASEMENT FOR PUBLIC HIGHWAY AND INCIDENTAL PURPOSES AS SET FORTH IN AN INSTRUMENT RECORDED OCTOBER 9, 1914 IN BOOK 259 PAGE 314 OF DEEDS.

(7) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR PUBLIC HIGHWAY PURPOSES RECORDED MARCH 13, 1924 IN BOOK 512 PAGE 378 OF DEEDS.

(9) RIGHTS OF WAY FOR GUNITE CANAL, CANAL ACCESS, WATER TRANSPORTATION, PUBLIC ROAD AND PIPELINES AS DISCLOSED BY THE FINAL JUDGMENT AND DECREE OF CONDEMNATION RENDERED IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION IN AN ACTION ENTITLED UNITED STATES OF AMERICA, PLAINTIFF VS. 2318,833 ACRES OF LAND, AND OTHERS, DEFENDANTS CASE NO. 250-Y CIVIL, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, A CERTIFIED COPY OF WHICH DECREE WAS RECORDED JULY 12, 1944 IN BOOK 1264 PAGE 154 AND RECORDED NOVEMBER 3, 1949 IN BOOK 1923 PAGE 151, BOTH OF OFFICIAL RECORDS.

(12) ANY RIGHT OF WAY OVER A STRIP OF LAND, 50 FEET IN WIDTH, THROUGH THE NORTHEASTERLY PORTION OF SAID BLOCK 141 FOR A PUBLIC HIGHWAY KNOWN AS LAMBERT ROAD, AS CONVEYED TO THE COUNTY OF ORANGE BY DEED RECORDED DECEMBER 8, 1947 IN BOOK 1597 PAGE 504 OF OFFICIAL RECORDS.

NOTE: BY RESOLUTION NO. 60-17 ADOPTED JANUARY 6, 1960 BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY ADDITIONAL PORTIONS OF TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS OF ALL UTILITIES LOCATED THEREIN; A CERTIFIED COPY OF SUCH RESOLUTION WAS RECORDED JANUARY 12, 1960 IN BOOK 5050, PAGE 577 OF OFFICIAL RECORDS.

(14) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR GAS DISTRIBUTION FACILITIES RECORDED MAY 29, 1953 IN BOOK 2512 PAGE 120 AND IN BOOK 2512, PAGE 124, BOTH OF OFFICIAL RECORDS.

(17) EASEMENTS FOR WATER AND FUEL PIPE LINES, STORM DRAINS, GUNITE CANAL, UTILITIES, RAILROAD SPUR ETC., ROADS AND INCIDENTAL PURPOSES, AS SET OUT IN DECREE ENTERED AUGUST 27, 1953 AND SUPPLEMENTAL JUDGMENT ENTERED JULY 7, 1960, AND UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, IN THE MATTER OF THE UNITED STATES OF AMERICA VS. THE IRVINE COMPANY AND OTHERS IN THE UNITED STATES DISTRICT COURT CERTIFIED COPIES OF WHICH DECREES WERE RESPECTIVELY RECORDED SEPTEMBER 1, 1953 IN BOOK 2567, PAGE 100; JULY 13, 1960 IN BOOK 5327, PAGE 139; AND OCTOBER 31, 1978 IN BOOK 12904 PAGE 1756, ALL OF OFFICIAL RECORDS.

(20) A PERPETUAL EASEMENT TO TRANSPORT WATER IN AND THROUGH THOSE PORTIONS OF AN EXISTING CANAL, CONNECTION PIPELINES AND OTHER APPURTENANCES, AND FOR UNDERGROUND WATER PIPELINES, AND INCIDENTAL PURPOSES, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, AS GRANTED TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CORPORATION, IN DEED RECORDED NOVEMBER 18, 1954 IN BOOK 2872 PAGE 406, OF OFFICIAL RECORDS.

NOTE: PORTIONS OF SAID RIGHTS OF WAY WERE CONVEYED TO THE UNITED OF STATES OF AMERICA BY AN INSTRUMENT RECORDED OCTOBER 17, 1974 IN BOOK 11266 PAGE 1442 OF OFFICIAL RECORDS.

(22) ANY EASEMENT FOR AN AVIATION FUEL PIPE LINE, 5 FEET IN WIDTH, FROM THE USA AIR FACILITY AT NORWALK TO THE U.S. MARINE CORPS AIR STATION AT EL TORO, CALIFORNIA, AS DESCRIBED IN THE DECLARATION OF TAKING ENTERED APRIL 16, 1956 IN ACTION UNITED STATES OF AMERICA VS. CERTAIN PARCELS OF LAND ETC., ET AL., CASE NO. 16687-WN IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION, A CERTIFIED COPY OF WHICH DECLARATION WAS RECORDED APRIL 18, 1956 IN BOOK 3479 PAGE 136 OF OFFICIAL RECORDS.

(25) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JANUARY 6, 1960 IN BOOK 5044 PAGE 89 OF OFFICIAL RECORDS.

(34) EASEMENTS AS SHOWN ON A MAP ATTACHED TO A NOTICE OF NON-RESPONSIBILITY, RECORDED JULY 30, 1968 IN BOOK 8675 PAGE 916 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL
7 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-I.DWG (06-28-05)

EXHIBIT H-I

EXHIBIT "B"

EASEMENT NOTES

(41) A NON-EXCLUSIVE EASEMENT, AFFECTING A PORTION OF THE LAND, 15 FEET IN WIDTH, FOR GAS PIPES, MAINS, METERING, REGULATING AND OTHER APPURTENANCES, AS GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, IN DEED RECORDED OCTOBER 24, 1972 IN BOOK 10959, PAGE 599, OFFICIAL RECORDS.

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEED RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-01233328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATE OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

81 EASEMENTS FOR AIRCRAFT IN AND OVER THE AIR SPACE OVER THE LAND HEREIN DESCRIBED AND ADJACENT LANDS FOR JET AIRCRAFT OR HELICOPTER FLIGHTS TO OR FROM THE MARINE CORPS AIR STATIONS AT EL TORO AND/OR TUSTIN A NOTICE OR WHICH BY THE IRVINE COMPANY OR ADVISE FROM THE UNITED STATES MARINE CORPS, MARINE CORPS AIR BASES, WESTERN AREA WAS RECORDED FEBRUARY 4, 1986 AS DOCUMENT NO. 86-047980 IN OFFICIAL RECORDS, ORANGE COUNTY. (BLANKET IN NATURE)

(87) A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF ORANGE, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 30, 1989 AS INSTRUMENT NO. 89-650713 OF OFFICIAL RECORDS.

(89) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR ROAD PURPOSES RECORDED MARCH 19, 1992 AS INSTRUMENT NO. 92-167127 OF OFFICIAL RECORDS.

(90) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR SANITARY SEWER, STORM DRAINS, PIPELINES, PUBLIC UTILITIES RECORDED MARCH 26, 1996 AS INSTRUMENT NO. 19960144770 OF OFFICIAL RECORDS.

(96) AN EASEMENT IN FAVOR OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL FACILITIES RECORDED OCTOBER 30, 1997 AS INSTRUMENT NO. 19970545819 OF OFFICIAL RECORDS.

(109) AN EASEMENT IN FAVOR OF THE IRVINE COMPANY FOR WATER PIPELINES RECORDED OCTOBER 4, 2002 AS INSTRUMENT NO. 20020860195 OF OFFICIAL RECORDS.

FUSCOE ENGINEERING
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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL
8 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-I.DWG (06-28-05)

EXHIBIT H-I

EXHIBIT H-II
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-0553290, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B:

PARCEL G-1A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17"; SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; THENCE NORTHEASTERLY 2088.02 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°58'08";
THENCE NORTH 88°30'20" EAST 1062.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHEASTERLY 1117.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°40'03" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 307.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 44°09'43" EAST; THENCE NORTHEASTERLY 246.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'13";
THENCE NORTH 00°12'56" WEST 257.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 641.35 FEET; THENCE NORTHEASTERLY 620.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°26'56" TO THE SOUTHWESTERLY LINE OF IRVINE BOULEVARD, 120.00 FEET WIDE,

AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°46'03" WEST; THENCE SOUTHEASTERLY 54.45 FEET ALONG SAID CURVE AND SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 1°30'52" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°15'11" WEST;
THENCE NORTH 49°19'24" WEST 17.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 69°53'06" WEST; THENCE SOUTHEASTERLY 381.56 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°48'28" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 62°04'38" WEST; THENCE SOUTHEASTERLY 698.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'51" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°38'47" WEST;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 01°54'27" EAST 38.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 958.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 46°21'30" EAST; THENCE SOUTHWESTERLY 258.85 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'53";
THENCE SOUTH 59°07'23" WEST 922.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1958.00 FEET; THENCE WESTERLY 1004.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'57";
THENCE SOUTH 88°30'20" WEST 866.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 92.00 FEET; THENCE WESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 80°14'40" WEST 193.41 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;
THENCE SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; THENCE SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
THENCE SOUTH 08°19'32" EAST 43.50 FEET;
THENCE SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'48";
THENCE SOUTH 02°11'28" EAST 836.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY 879.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°58'17" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°50'15" WEST; THENCE SOUTHEASTERLY 231.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°35'51" TO A POINT OF NON-TANGENCY, SAID POINT HEREINAFTER REFERRED TO AS **POINT "C"**, A RADIAL LINE TO SAID POINT BEARS NORTH 29°14'24" EAST;
THENCE SOUTH 69°08'43" WEST 68.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50";
THENCE SOUTH 05°08'53" WEST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE

SOUTHWESTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23";
THENCE SOUTH 35°43'16" WEST 66.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET AND A CENTRAL ANGLE OF 128°16'17"; THENCE NORTHWESTERLY 852.89 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 29°39'08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY 69.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°10'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 49°14'30" EAST; THENCE NORTHWESTERLY 10.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°48'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°25'50" WEST; THENCE NORTHERLY 79.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°13'34" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 858.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, A CENTRAL ANGLE OF 38°31'40"; THENCE NORTHEASTERLY 556.30 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°08'56";
THENCE NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1242.00 FEET; THENCE NORTHEASTERLY 842.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
THENCE NORTH 00°57'09" EAST 510.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 12°12'09" EAST 183.43 FEET;
THENCE NORTH 00°57'09" EAST 30.00 FEET;
THENCE NORTH 89°02'51" WEST 96.09 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID PARCEL 2, CITED AS SOUTH 00°57'09" WEST 276.56 FEET;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 00°57'09" EAST 276.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHEASTERLY 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12" TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 119.023 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "C"**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 29°14'24" WEST; THENCE EASTERLY 613.37 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°55'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 14°41'21" WEST; THENCE

EASTERLY 531.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'08";
THENCE SOUTH 74°15'13" EAST 447.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY 375.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°00'50";
THENCE NORTH 62°43'57" EAST 289.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY 277.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°52'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2360.00 FEET, A RADIAL LINE TO LAST SAID BEGINNING BEARS NORTH 43°08'57" WEST; THENCE NORTHEASTERLY 1978.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°02'15";
THENCE SOUTH 85°06'42" EAST 247.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 797.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";
THENCE NORTH 37°46'20" EAST 533.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 633.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°20'15";
THENCE NORTH 83°06'35" EAST 66.73 FEET TO THE WESTERLY LINE OF IRVINE BOULEVARD, 130.00 FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1940.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83°02'18" EAST; THENCE SOUTHERLY 326.89 FEET ALONG SAID CURVE AND WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°39'16";
THENCE SOUTH 02°41'34" WEST 109.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 283.99 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°35'05" EAST; THENCE LEAVING SAID WESTERLY LINE SOUTHWESTERLY 252.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°55'47" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 03°39'18" WEST; THENCE SOUTHWESTERLY 254.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°34'22";
THENCE SOUTH 37°46'20" WEST 360.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY 1156.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";
THENCE NORTH 85°06'42" WEST 234.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 1078.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'30";
THENCE SOUTH 63°59'48" WEST 246.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 625.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°54'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°54'52" EAST; THENCE SOUTHWESTERLY 488.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°57'31" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 08°57'21" WEST; THENCE

WESTERLY 127.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'17" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°36'38" EAST; THENCE WESTERLY 357.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°38'06" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 13°01'28" EAST; THENCE WESTERLY 204.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'23";
THENCE NORTH 88°40'55" WEST 421.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 750.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°59'13";
THENCE SOUTH 05°19'52" WEST 463.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 48.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°34'20";
THENCE SOUTH 10°54'12" WEST 291.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 315.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°08'58";
THENCE SOUTH 25°14'46" EAST 145.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 217.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°55'11";
THENCE SOUTH 00°19'35" EAST 254.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY 598.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°01'12";
THENCE SOUTH 49°20'47" EAST 40.76 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'13"E 951.44';
THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE SOUTH 40°39'13" WEST 475.35 FEET;
THENCE SOUTH 49°20'18" EAST 228.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHEASTERLY 644.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°21'50";
THENCE SOUTH 22°58'28" EAST 412.58 FEET TO A POINT ON THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'42"E 780.00';
THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°39'42" WEST 305.82 FEET,
NORTH 49°20'18" WEST 1220.06 FEET AND NORTH 49°20'21" WEST 568.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 50°31'48" EAST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET, AND A CENTRAL ANGLE OF 128°16'17"; THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 2, NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY 2696.50 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 93°44'56" TO A POINT ON THE EASTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A,

BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST;
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 35°43'16" EAST 66.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23",
NORTH 05°08'53" EAST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50" AND NORTH 69°08'43" EAST 68.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 133.308 ACRES, MORE OR LESS.

PARCEL G-4A

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF IRVINE BOULEVARD, SHOWN AS N02°41'27"E 332.04' ON SAID RECORD OF SURVEY 97-1038, THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 02°41'27" EAST 332.04 FEET,
SOUTH 49°15'52" EAST 8.88 FEET,
NORTH 02°41'34" EAST 444.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2070.00 FEET, NORTHERLY 117.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'56" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST,
NORTH 89°25'38" EAST 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2085.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST, NORTHERLY AND NORTHWESTERLY 1774.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°45'03" AND NORTH 49°19'25" WEST 72.07 FEET;
THENCE LEAVING SAID EASTERLY LINE NORTH 40°40'35" EAST 136.29 FEET;
THENCE SOUTH 49°37'06" EAST 2277.11 FEET;
THENCE SOUTH 43°05'49" EAST 709.84 FEET;
THENCE NORTH 74°22'29" EAST 103.59 FEET;
THENCE SOUTH 49°16'11" EAST 77.99 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "D"**;
THENCE SOUTH 70°30'52" WEST 1520.79 FEET TO THE NORTHERLY LINE OF LOT 302 OF SAID IRVINE'S SUBDIVISION;
THENCE ALONG SAID NORTHERLY LINE NORTH 49°15'52" WEST 282.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1255.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 75°24'08" EAST;
THENCE LEAVING SAID NORTHERLY LINE, SOUTHERLY 278.46 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°42'46" TO THE **POINT OF BEGINNING**.

CONTAINING 44.150 ACRES MORE OR LESS.

PARCEL G-4B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "D"**;
THENCE SOUTH 84°39'33" EAST 132.98 FEET;
THENCE SOUTH 23°59'33" EAST 37.00 FEET;
THENCE NORTH 65°30'27" EAST 184.71 FEET;
THENCE NORTH 21°00'30" WEST 83.12 FEET;
THENCE NORTH 68°59'30" EAST 155.00 FEET;
THENCE SOUTH 21°00'30" EAST 65.00 FEET;
THENCE NORTH 67°20'15" EAST 612.07 FEET;
THENCE NORTH 88°45'15" EAST 78.87 FEET;
THENCE NORTH 64°40'15" EAST 290.62 FEET;
THENCE NORTH 44°40'15" EAST 34.25 FEET;
THENCE NORTH 75°55'15" EAST 257.59 FEET;
THENCE NORTH 55°15'15" EAST 103.32 FEET;
THENCE NORTH 79°45'15" EAST 265.63 FEET;
THENCE NORTH 78°20'15" EAST 165.87 FEET;
THENCE NORTH 82°25'15" EAST 320.43 FEET;
THENCE NORTH 76°05'15" EAST 476.64 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF THE U.S. M.C.A.S. – EL TORO AS SHOWN ON SAID RECORD OF SURVEY 97-1038;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING COURSES:

SOUTH 35°55'17" WEST 2559.11 FEET AND NORTH 49°16'11" WEST 1876.05 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 57.074 ACRES MORE OR LESS.

PARCEL G-5A

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "A"**, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; THENCE NORTHEASTERLY 1973.48 FEET ALONG SAID CURVE AND THE NORTHWESTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A, THROUGH A CENTRAL ANGLE OF 53°50'38" TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2030.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 68°41'40" EAST; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHWESTERLY 765.26 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°35'57";
THENCE NORTH 42°54'17" WEST 48.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 770.00 FEET; THENCE NORTHERLY 576.60 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°54'17";
THENCE NORTH 00°00'00" EAST 863.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY AND WESTERLY 1390.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°41'12"; THENCE NORTH 85°08'52" WEST 118.59 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING COURSES:

SOUTH 00°00'00" WEST 901.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHERLY AND SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 108.510 ACRES, MORE OR LESS.

PARCEL G-5B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "B"**;
THENCE ALONG THE SOUTHEASTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A THE FOLLOWING COURSES:

SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
SOUTH 08°19'32" EAST 43.50 FEET;
SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'49" AND SOUTH 02°11'28" EAST 457.44 FEET;
THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 89°02'51" EAST 774.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET; THENCE NORTHEASTERLY 1296.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°31'47";.
THENCE NORTH 01°25'22" EAST 330.06 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHERLY 158.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°44'54";
THENCE NORTH 08°19'32" WEST 554.19 FEET;
THENCE NORTH 08°24'36" WEST 165.34 FEET TO THE **POINT OF BEGINNING**.

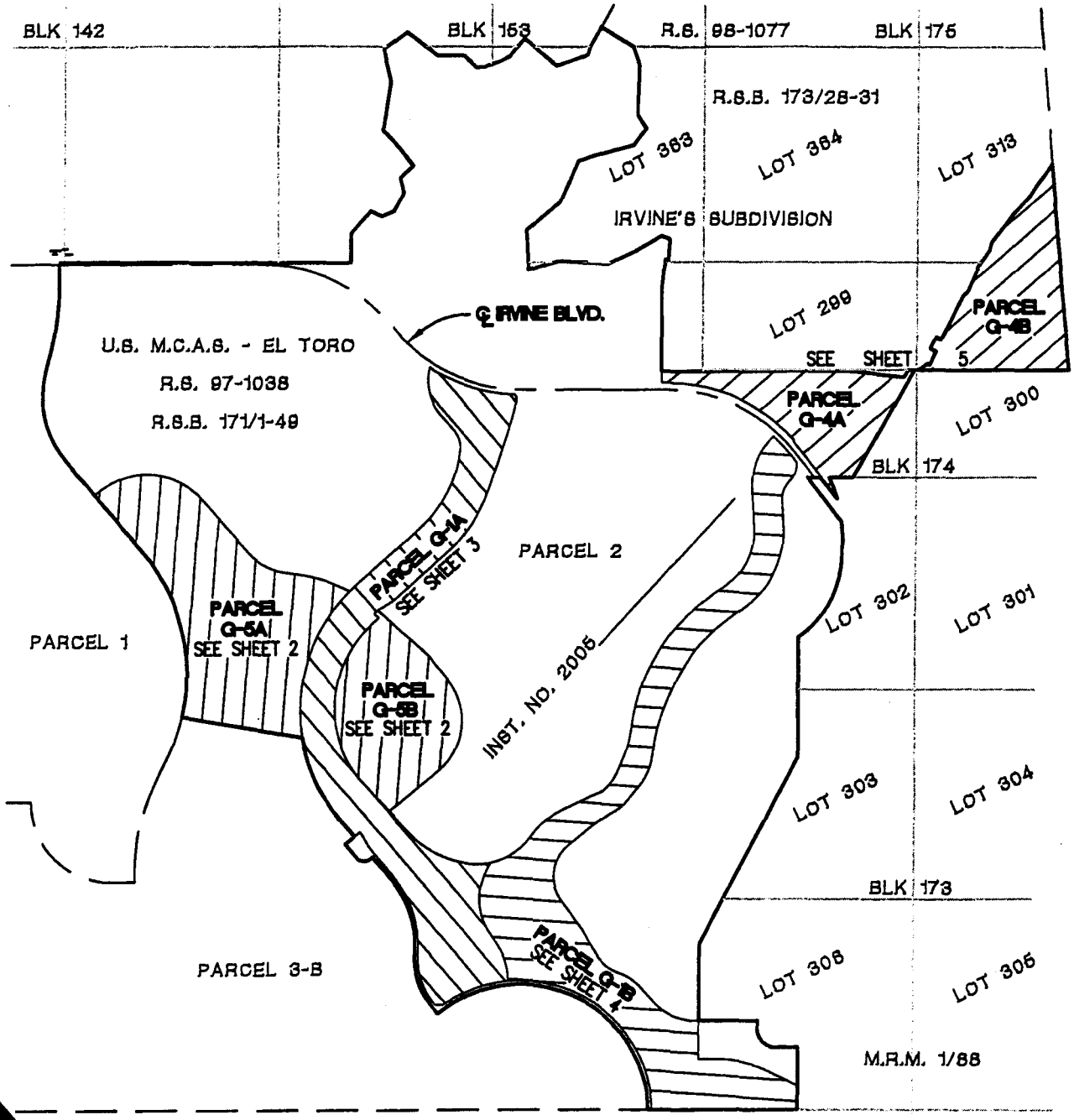
CONTAINING 58.469 ACRES, MORE OR LESS.

ALL OF THE ABOVE DESCRIBED PARCELS AS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 2 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

0 500 1000 2000 4000

GRAPHIC SCALE

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

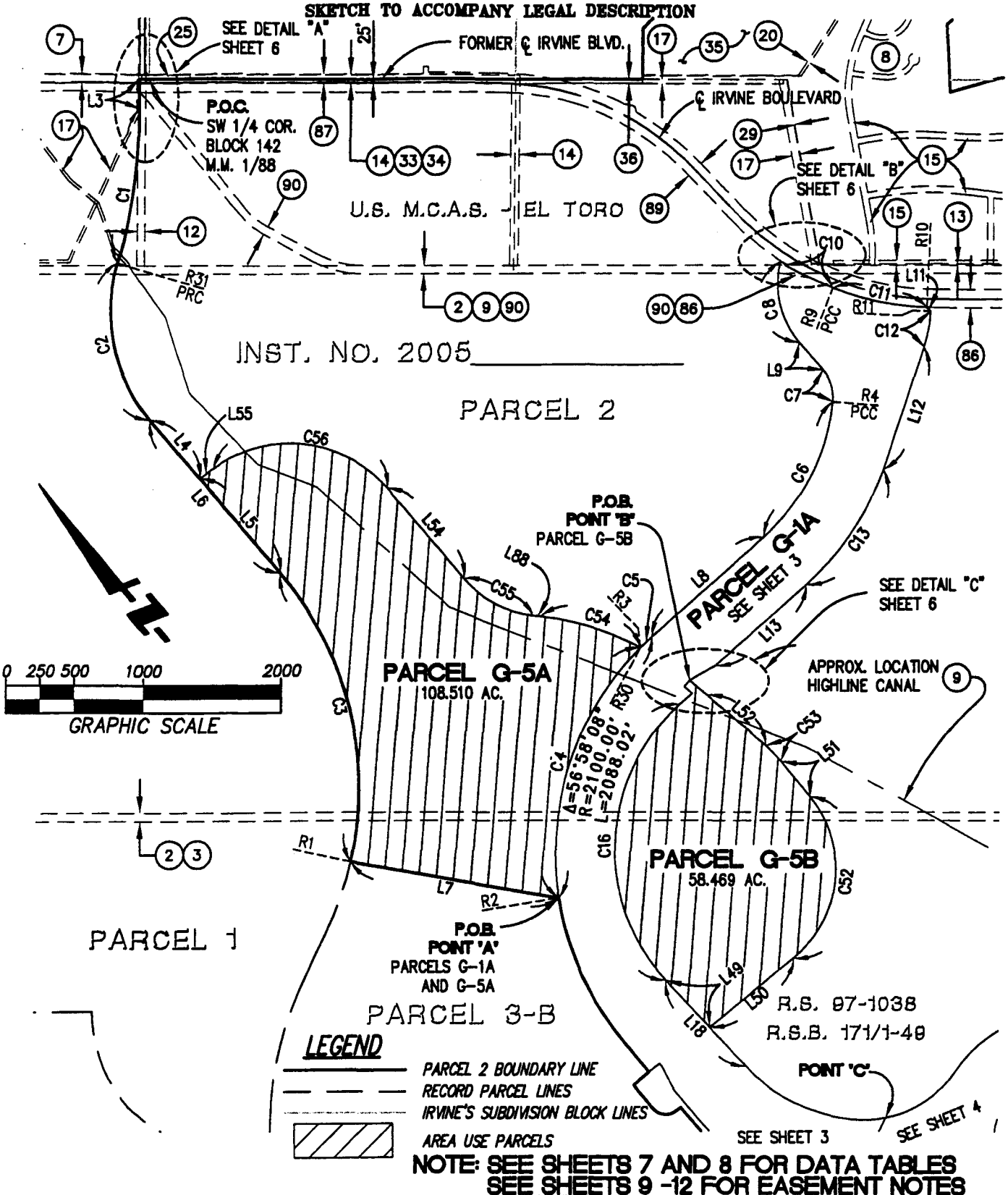
1 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

EXHIBIT H-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
SEE SHEETS 9 -12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

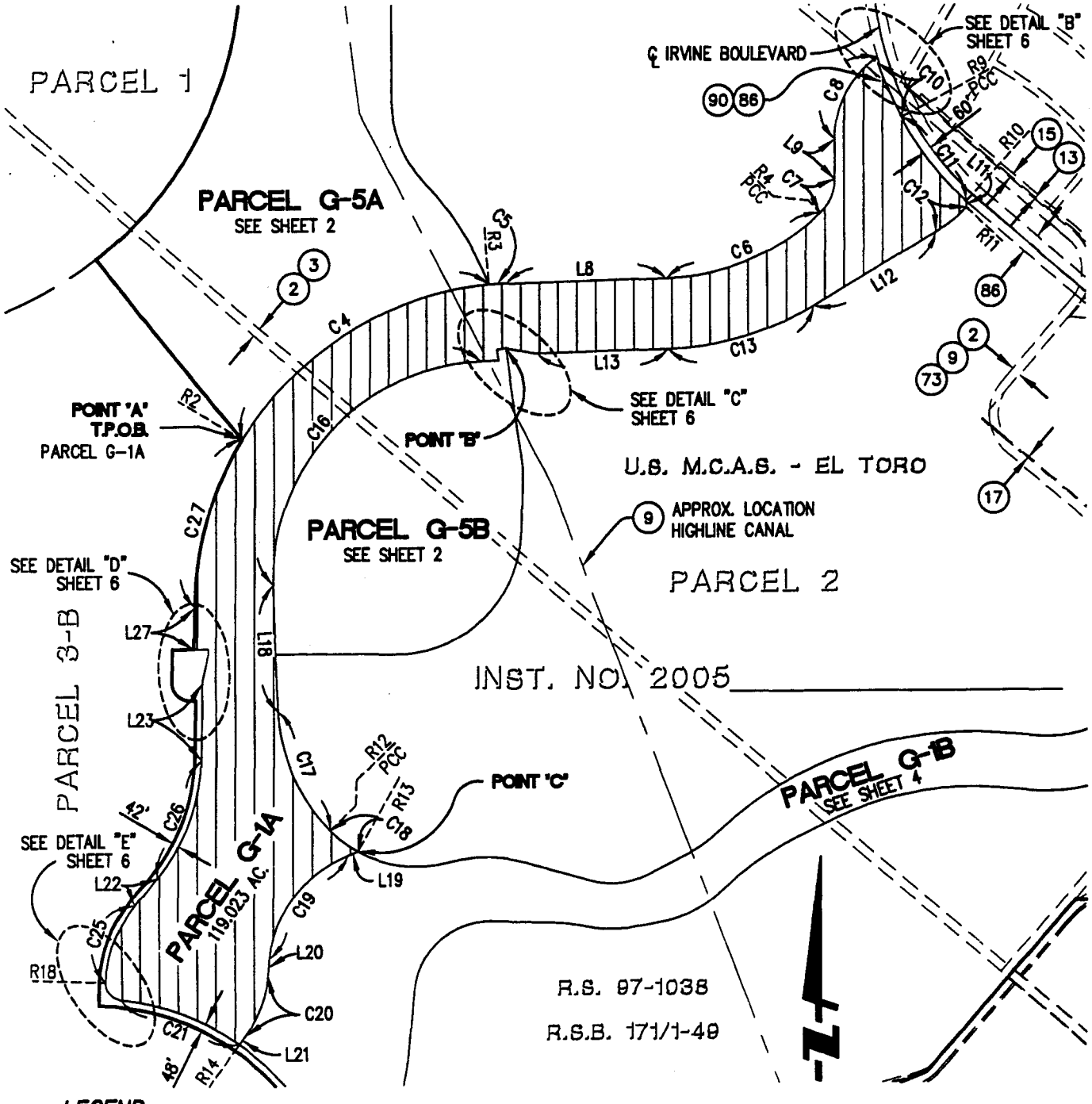
2 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

EXHIBIT H-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 2 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

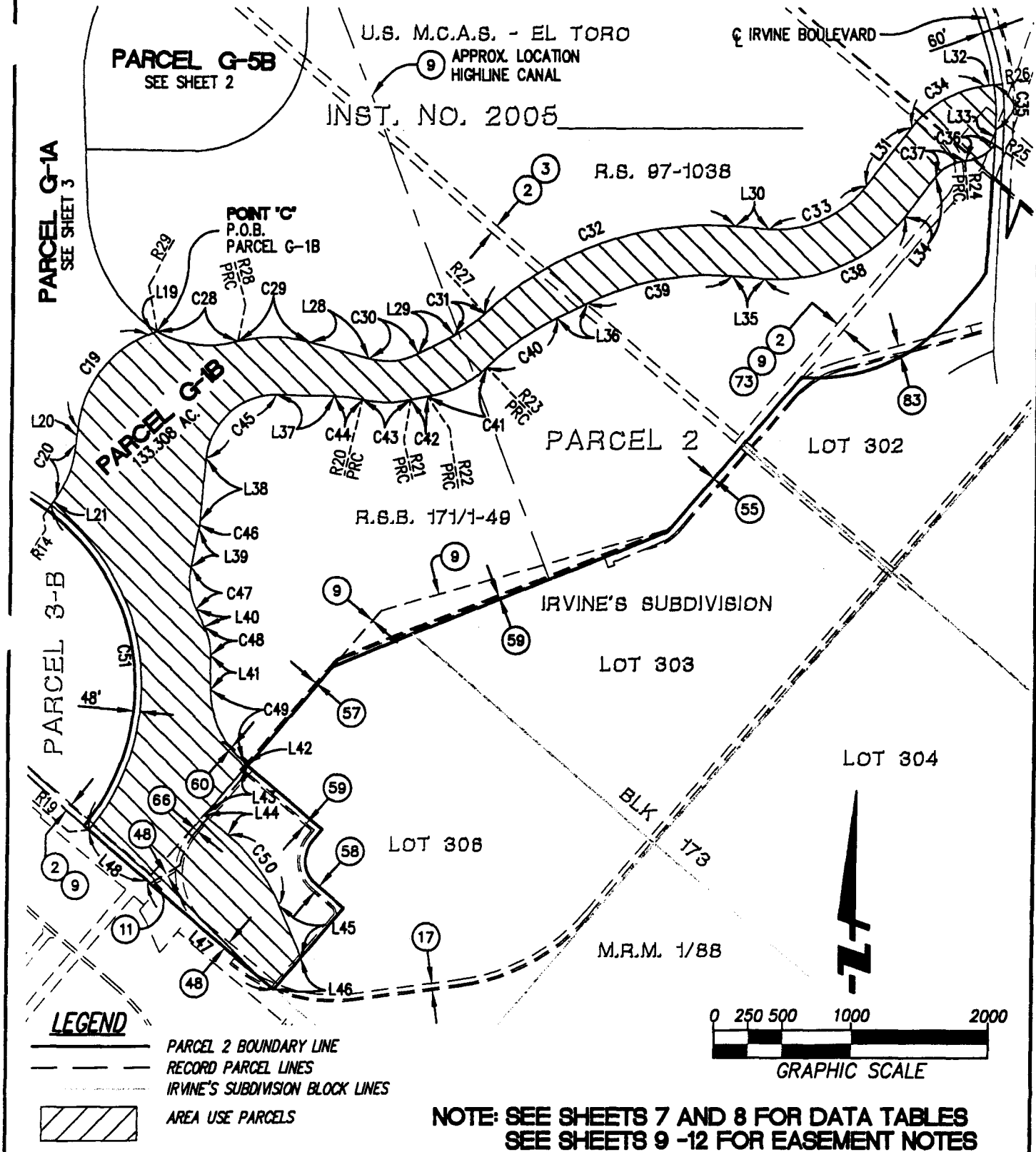
3 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

EXHIBIT H-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
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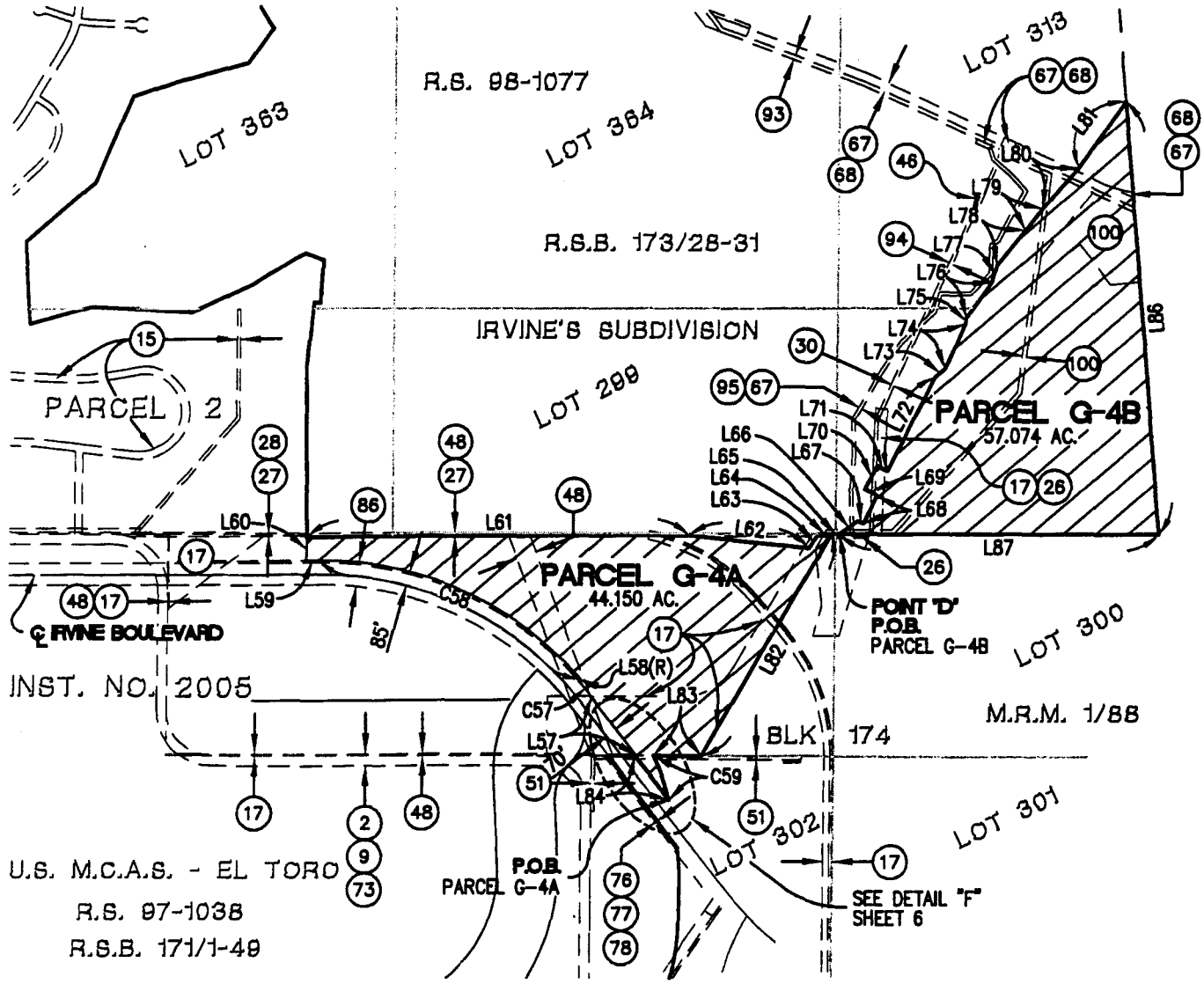
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JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

EXHIBIT H-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 2 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

0 250 500 1000 2000

GRAPHIC SCALE

NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
SEE SHEETS 9 -12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

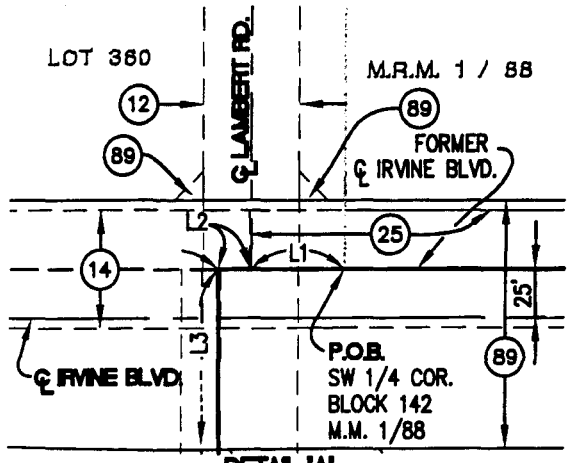
5 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

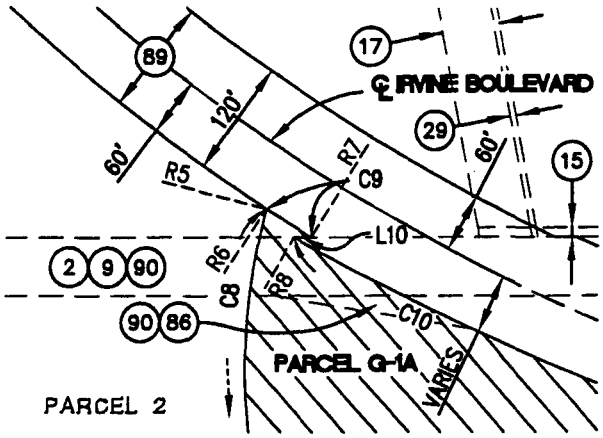
EXHIBIT H-II

EXHIBIT "B"

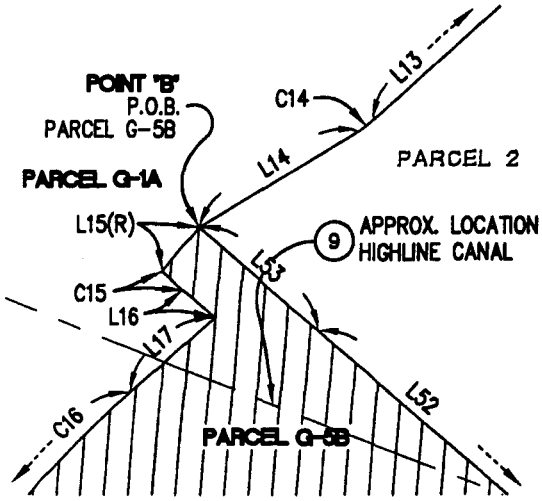
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



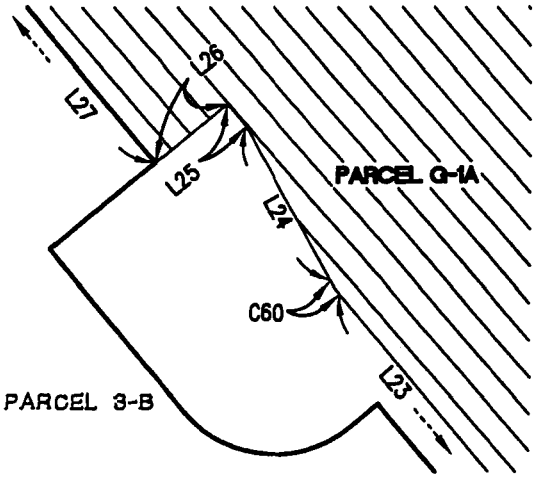
DETAIL "A"
SCALE: 1" = 100'



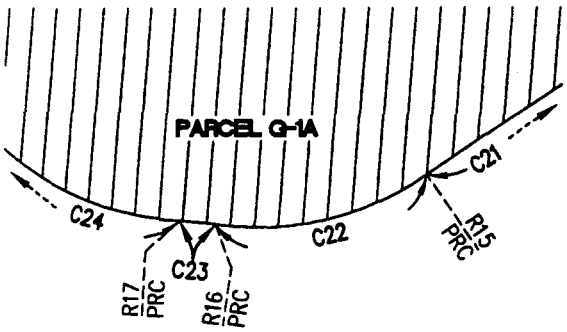
DETAIL "B"
SCALE: 1" = 200'



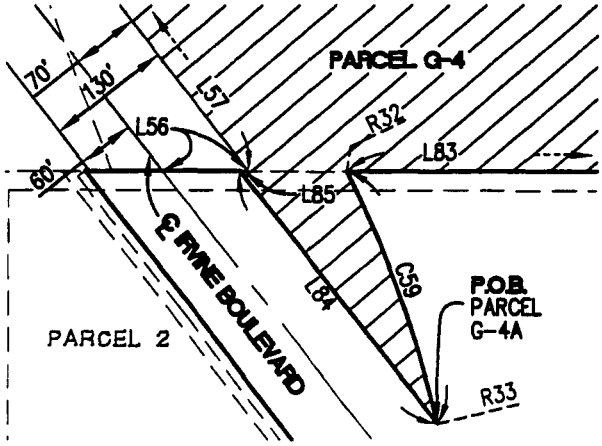
DETAIL "C"
SCALE: 1" = 200'



DETAIL "D"
SCALE: 1" = 200'



DETAIL "E"
SCALE: 1" = 60'



DETAIL "F"
SCALE: 1" = 200'

NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
SEE SHEETS 9 -12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: VARIES
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

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P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

EXHIBIT H-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°21'16"W	49.00
L2	N49°21'16"W	17.14
L3	N40°12'23"E	208.48
L4	N00°00'00"E	555.26
L5	N00°00'00"E	901.08
L6	N00°00'00"E	1456.34
L7	N39°16'19"W	1519.69
L8	N88°30'20"E	1062.83
L9	N00°12'56"W	257.64
L10	N49°19'24"W	17.66
L11	N01°54'27"W	38.89
L12	N59°07'23"E	922.58
L13	N88°30'20"E	866.00
L14	N80°14'40"W	193.41
L15(R)	N80°47'15"E	60.00
L16	N08°19'32"W	43.50
L17	N88°30'20"E	118.63
L18	N02°11'28"W	836.78
L19	N69°08'43"E	68.90
L20	N05°08'53"E	110.19
L21	N35°43'16"E	66.83
L22	N39°48'20"E	226.79
L23	N00°57'09"E	510.33
L24	N12°12'09"E	183.43
L25	N00°57'09"E	30.00
L26	N89°02'51"W	96.09
L27	N00°57'09"E	276.56
L28	N74°15'13"W	447.80
L29	N62°43'57"E	289.33
L30	N85°06'42"W	247.72
L31	N37°46'20"E	533.87
L32	N83°06'35"E	66.73
L33	N02°41'34"E	109.19
L34	N37°46'20"E	360.41
L35	N85°06'42"W	234.54
L36	N63°59'48"E	246.66
L37	N88°40'55"W	421.57
L38	N05°19'52"E	463.65
L39	N10°54'12"E	291.68
L40	N25°14'46"W	145.57
L41	N00°19'35"W	254.95
L42	N49°20'47"W	40.76
L43	N40°39'13"E	475.35
L44	N49°20'18"W	228.78

LINE TABLE		
LINE	BEARING	LENGTH
L45	N22°58'28"W	412.58
L46	N40°39'42"E	305.82
L47	N49°20'18"W	1220.06
L48	N49°20'21"W	568.15
L49	N02°11'28"W	457.44
L50	N89°02'51"W	774.16
L51	N01°25'22"E	330.06
L52	N08°19'32"W	554.19
L53	N08°24'36"W	165.34
L54	N00°00'00"E	863.33
L55	N85°08'52"W	118.59
L56	N49°15'52"W	88.88
L57	N02°41'34"E	444.84
L58(R)	N89°25'38"E	15.00
L59	N49°19'25"W	72.07
L60	N40°40'35"E	136.29
L61	N49°37'06"W	2277.11
L62	N43°05'49"W	709.84
L63	N74°22'29"E	103.59
L64	N49°16'11"W	77.99
L65	N49°16'11"W	45.06
L66	N84°39'33"W	132.97
L67	N23°59'33"W	37.00
L68	N65°30'27"E	184.71
L69	N21°00'30"W	83.12
L70	N68°59'30"E	155.00
L71	N21°00'30"W	65.00
L72	N67°20'15"E	612.07
L73	N88°45'15"E	78.87
L74	N64°40'15"E	290.62
L75	N44°40'15"E	34.25
L76	N75°55'15"E	257.59
L77	N55°15'15"E	103.32
L78	N79°45'15"E	265.63
L79	N78°20'15"E	165.87
L80	N82°25'15"E	320.43
L81	N76°05'15"E	476.64
L82	N70°30'52"E	1520.79
L83	N49°15'52"W	282.44
L84	N02°41'27"E	332.04
L85	N49°15'52"W	8.88
L86	N35°55'17"E	2559.12
L87	N49°16'11"W	1876.05
L88	N42°54'17"W	48.35

(R) DENOTES RADIAL LINE

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

EXHIBIT H-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°47'55"	3776.61	1107.26
C2	57°00'17"	1200.00	1193.91
C3	53°09'53"	2400.00	2226.96
C4	53°50'38"	2100.00	1973.48
C5	3°07'30"	2100.00	114.54
C6	42°40'03"	1500.00	1117.03
C7	46°03'13"	307.00	246.76
C8	55°26'56"	641.35	620.68
C9	1°30'52"	2060.00	54.45
C10	7°48'28"	2800.00	381.56
C11	19°25'51"	2060.00	698.61
C12	15°28'53"	958.00	258.85
C13	29°22'57"	1958.00	1004.10
C14	11°15'00"	92.00	18.06
C15	0°53'13"	1970.00	30.50
C16	90°41'48"	1400.00	2216.14
C17	41°58'17"	1200.00	879.05
C18	16°35'51"	800.00	231.75
C19	63°59'50"	800.00	893.57
C20	30°34'23"	800.00	426.88
C21	29°39'08"	1648.00	852.89
C22	43°10'22"	92.00	69.32
C23	5°48'40"	108.00	10.95
C24	49°13'34"	92.00	79.04
C25	37°08'56"	858.00	556.30
C26	38°51'11"	1242.00	842.22
C27	31°32'12"	2100.00	1155.88
C28	43°55'45"	800.00	613.37
C29	30°26'08"	1000.00	531.20
C30	43°00'50"	500.00	375.37

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C31	15°52'54"	1000.00	277.19
C32	48°02'15"	2360.00	1978.65
C33	57°06'58"	800.00	797.49
C34	45°20'14"	800.00	633.03
C35	9°39'16"	1940.00	326.89
C36	50°55'47"	283.99	252.44
C37	48°34'22"	300.00	254.33
C38	57°06'58"	1160.00	1156.36
C39	30°53'30"	2000.00	1078.32
C40	17°54'40"	2000.00	625.22
C41	34°57'31"	800.00	488.11
C42	3°39'17"	2000.00	127.57
C43	25°38'06"	800.00	357.93
C44	11°42'23"	1000.00	204.32
C45	85°59'13"	500.00	750.38
C46	5°34'20"	500.00	48.63
C47	36°08'58"	500.00	315.46
C48	24°55'11"	500.00	217.46
C49	49°01'12"	700.00	598.89
C50	26°21'50"	1400.00	644.19
C51	93°44'56"	1648.00	2696.50
C52	89°31'47"	830.00	1296.95
C53	9°44'54"	930.00	158.23
C54	21°35'57"	2030.00	765.26
C55	42°54'17"	770.00	576.60
C56	85°41'12"	930.00	1390.83
C57	3°15'56"	2070.00	117.98
C58	48°45'03"	2085.00	1774.05
C59	12°42'46"	1255.00	278.46
C60	11°15'00"	92.00	18.06

RADIAL TABLE	
RAD	BEARING
R1	N36°50'07"W
R2	N58°27'48"W
R3	N04°37'10"W
R4	S44°09'43"E
R5	N34°46'00"W
R6	N73°46'03"E
R7	S72°15'11"W
R8	N69°53'06"E
R9	S62°04'38"W
R10	S42°38'47"W
R11	N46°21'30"W
R12	S45°50'15"W
R13	N29°14'24"E
R14	N35°43'16"E
R15	N06°04'08"E
R16	N49°14'30"E

RADIAL TABLE	
RAD	BEARING
R17	S43°25'50"W
R18	N87°20'36"W
R19	S50°31'48"E
R20	N13°01'28"E
R21	N12°36'38"W
R22	N08°57'21"W
R23	N43°54'52"W
R24	N03°39'18"W
R25	N54°35'05"W
R26	N83°02'18"E
R27	N43°08'57"W
R28	N14°41'21"W
R29	N29°14'24"E
R30	N68°41'40"E
R31	N32°59'43"W
R32	N75°24'08"W
R33	N62°41'22"W

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
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P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-II.DWG (06-28-05)

EXHIBIT H-II

EXHIBIT "B"

EASEMENT NOTES

1 AN EASEMENT FOR ROAD PURPOSES RECORDED APRIL 2, 1895 IN BOOK 95 PAGE 316 OF DEEDS. (DOES NOT AFFECT)

(2) RIGHTS OF WAY FOR ROAD AND INCIDENTAL PURPOSES WITHIN A 60 FOOT STRIP FOR TRABUCO ROAD AS DESCRIBED IN DEEDS TO THE COUNTY OF ORANGE RECORDED FEBRUARY 26, 1906 IN BOOK 123 PAGE 316 OF DEEDS; AND RECORDED JUNE 17, 1943 IN BOOK 1195, PAGE 287 AND JULY 1, 1944 IN BOOK 1263, PAGE 136, BOTH OF OFFICIAL RECORDS.

NOTE 1: BY RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY DATED NOVEMBER 17, 1942 A PORTION OF LAMBERT AND TRABUCO ROAD WITHIN THE EL TORO NAVAL AIR BASE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 12, PAGE 42 OF RECORD OF SURVEYS WAS VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED NOVEMBER 20, 1942 IN BOOK 1169, PAGE 556 OF OFFICIAL RECORDS.

NOTE 2: BY RESOLUTION NO. 60-17 ADOPTED JANUARY 6, 1960 BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY ADDITIONAL PORTIONS OF TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN, A CERTIFIED COPY OF SUCH RESOLUTION WAS RECORDED JANUARY 12, 1960 IN BOOK 5050, PAGE 577 OF OFFICIAL RECORDS.

NOTE 3: BY RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, DATED DECEMBER 12, 1984, PORTIONS OF IRVINE BOULEVARD/TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED JANUARY 8, 1985 AS INSTRUMENT NO. 85-005008 OF OFFICIAL RECORDS.

(3) AN EASEMENT FOR PULIC HIGHWAY AND INCIDENTAL PURPOSES RECORDED OCTOBER 9, 1914 IN BOOK 259 PAGE 314 OF DEEDS.

5 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL DISTRIBUTION FACILITIES RECORDED MARCH 4, 1918 IN BOOK 318 PAGE 240 AND AS AMENDED AND CHANGED BY AGREEMENT RECORDED JULY 31, 1943 IN BOOK 1204 PAGE 171, BOTH OF OFFICIAL RECORDS. (CAN NOT BE PLOTTED PER RECORD DATA.)

(7) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR PUBLIC HIGHWAY RECORDED MARCH 13, 1924 IN BOOK 512 PAGE 378 OF DEEDS.

(8) RIGHTS OF WAY FOR PIPE LINES AND THE TERMS AND CONDITIONS OF AN AGREEMENT DATED FEBRUARY 16, 1925, RECORDED JULY 15, 1925 IN BOOK 596 PAGE 61 OF DEEDS AND IN THE AGREEMENT DATED SEPTEMBER 1, 1927 RECORDED JULY 28, 1928 IN BOOK 179 PAGE 466 OF OFFICIAL RECORDS AND IN THE AGREEMENT DATED MARCH 1, 1945, RECORDED APRIL 14, 1960 IN BOOK 5194 PAGE 189 OF OFFICIAL RECORDS, BETWEEN THE IRVINE COMPANY, A CORPORATION AND RAY LAMBERT RELATING TO WATER WELLS AND PUMPING PLANT LOCATED ON OTHER LAND.

NOTE: PORTIONS OF SAID WELL SITE AND RIGHTS OF WAY WERE CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENTS RECORDED MAY 9, 1972 IN BOOK 10117 PAGES 253 AND 255 OF OFFICIAL RECORDS.

(9) RIGHTS OF WAY FOR GUNITE CANAL, CANAL ACCESS, WATER TRANSPORTATION, PUBLIC ROAD AND PIPELINES AS DISCLOSED BY THE FINAL JUDGMENT AND DECREE OF CONDEMNATION RENDERED IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION IN AN ACTION ENTITLED UNITED STATES OF AMERICA, PLAINTIFF VS. 2318,833 ACRES OF LAND, AND OTHERS, DEFENDANTS CASE NO. 2504-Y CIVIL, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, A CERTIFIED COPY OF WHICH DECREE WAS RECORDED JULY 12, 1944 IN BOOK 1264 PAGE 154 AND RECORDED NOVEMBER 3, 1949 IN BOOK 1923 PAGE 151, BOTH OF OFFICIAL RECORDS.

(11) AN EASEMENT FOR PUBLIC UTILITIES RECORDED JANUARY 29, 1943 IN BOOK 1179 PAGE 94, OF OFFICIAL RECORDS.

(12) ANY RIGHT OF WAY OVER A STRIP OF LAND, 50 FEET IN WIDTH, THROUGH THE NORTHEASTERLY PORTION OF SAID BLOCK 141 FOR A PUBLIC HIGHWAY KNOWN AS LAMBERT ROAD, AS CONVEYED TO COUNTY OF ORANGE BY DEED RECORDED DECEMBER 8, 1947 IN BOOK 1597 PAGE 504 OF OFFICIAL RECORDS.

NOTE: BY RESOLUTION NO. 60-17 ADOPTED JANUARY 6, 1960 BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY ADDITIONAL PORTIONS OF TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN; A CERTIFIED COPY OF SUCH RESOLUTION WAS RECORDED JANUARY 12, 1960 IN BOOK 5050, PAGE 577 OF OFFICIAL RECORDS.

(13) AN EASEMENT FOR PIPELINES AND PUBLIC UTILITIES RECORDED SEPTEMBER 16, 1952 IN BOOK 2383 PAGE 521, OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

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EXHIBIT H-II

EXHIBIT "B"

EASEMENT NOTES

(14) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR GAS DISTRIBUTION FACILITIES RECORDED MAY 29, 1953 IN BOOK 2512 PAGE 120 AND IN BOOK 2512 PAGE 124, BOTH OF OFFICIAL RECORDS.

(15) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY FOR GAS PIPELINES RECORDED JULY 3, 1953 IN BOOK 2532 PAGE 521, OF OFFICIAL RECORDS.

(17) EASEMENTS FOR WATER AND FUEL PIPE LINES, STORM DRAINS, GUNITE CANAL, UTILITIES, RAILROAD SPUR ETC., ROADS AND INCIDENTAL PURPOSES, AS SET OUT IN DECREE ENTERED AUGUST 27, 1953 AND SUPPLEMENTAL JUDGMENT ENTERED JULY 7, 1960, AND UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, IN THE MATTER OF UNITED STATES OF AMERICA VS. THE IRVINE COMPANY AND OTHERS IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 15821-WB CIVIL CERTIFIED COPIES OF WHICH DECREES WERE RESPECTIVELY RECORDED SEPTEMBER 1, 1953 IN BOOK 2567, PAGE 100; JULY 13, 1960 IN BOOK 5327 PAGE 139; AND OCTOBER 31, 1978 IN BOOK 12904 PAGE 1756, ALL OF OFFICIAL RECORDS.

19 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL DISTRIBUTION FACILITIES RECORDED NOVEMBER 3, 1954 IN BOOK 2860 PAGE 54 OF OFFICIAL RECORDS. (SAID EASEMENT CANNOT BE PLOTTED WITH RECORD DATA.)

(20) A PERPETUAL EASEMENT TO TRANSPORT WATER IN AND THROUGH THOSE PORTIONS OF AN EXISTING CANAL, CONNECTING PIPELINES AND OTHER APPURTENANCES, AND FOR UNDERGROUND WATER PIPELINES, AND INCIDENTAL PURPOSES, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, AS GRANTED TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CORPORATION, IN DEED RECORDED NOVEMBER 18, 1954 IN BOOK 2872 PAGE 406, OFFICIAL RECORDS.

NOTE: PORTIONS OF SAID RIGHTS OF WAY WERE CONVEYED TO THE UNITED STATES OF AMERICA BY AN INSTRUMENT RECORDED OCTOBER 17, 1974 IN BOOK 11266 PAGE 1442 OF OFFICIAL RECORDS.

21 AN EASEMENT FOR PUBLIC UTILITIES RECORDED AUGUST 26, 1955 IN BOOK 3190 PAGE 450, OF OFFICIAL RECORDS. (SAID EASEMENT CANNOT BE PLOTTED WITH RECORD DATA.)

(25) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JANUARY 6, 1960 IN BOOK 5044 PAGE 89, OF OFFICIAL RECORDS.

(26) AN EASEMENT IN FAVOR OF COUNTY OF ORANGE FOR ROAD RECORDED JANUARY 20, 1961 IN BOOK 5598 PAGE 163, OF OFFICIAL RECORDS.

(27) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPELINES RECORDED APRIL 27, 1962 IN BOOK 6091 PAGE 544, OF OFFICIAL RECORDS.

(28) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PUBLIC UTILITIES RECORDED JULY 13, 1962 IN BOOK 6178 PAGE 1, OF OFFICIAL RECORDS.

(29) AN EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR PUBLIC UTILITIES RECORDED JUNE 27, 1963 IN BOOK 6608 PAGE 652, OF OFFICIAL RECORDS.

(30) AN EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT, A CALIFORNIA WATER DISTRICT FOR WATER TRANSMISSION PIPELINE RECORDED APRIL 15, 1965 IN BOOK 7484 PAGE 835, OF OFFICIAL RECORDS.

(33) A 100 FOOT CHANNEL AS SHOWN ON A MAP ATTACHED TO A QUITCLAIM DEED TO THE IRVINE COMPANY, A CORPORATION, RECORDED JANUARY 11, 1968 IN BOOK 8490 PAGE 52 OF OFFICIAL RECORDS; AND AS SHOWN ON A MAP ATTACHED TO A NOTICE OF NON-RESPONSIBILITY, RECORDED JULY 30, 1968 IN BOOK 8675 PAGE 916 OF OFFICIAL RECORDS.

(34) EASEMENTS AS SHOWN ON A MAP ATTACHED TO A NOTICE OF NON-RESPONSIBILITY, RECORDED JULY 30, 1968 IN BOOK 8675 PAGE 916 OF OFFICIAL RECORDS.

(35) THE TERMS AND PROVISIONS OF THAT CERTAIN AGREEMENT DATED FEBRUARY 18, 1969 BY AND BETWEEN THE IRVINE COMPANY AND THE COUNTY OF ORANGE FOR LAND CONSERVATION UNDER THE WILLIAMSON ACT OF 1965 ADOPTED JANUARY 29, 1969 UNDER RESOLUTION NO. 69-82 OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED FEBRUARY 25, 1969 IN BOOK 8884 PAGE 300 OF OFFICIAL RECORDS AND THE SUBSEQUENT AMENDMENT THERETO ADOPTED MAY 13, 1969 BY SAID BOARD UNDER RESOLUTION NO. 69-451, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED MAY 13, 1969 IN BOOK 8955 PAGE 899, OFFICIAL RECORDS

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LAND USE AREA EXHIBIT
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EXHIBIT H-II

EXHIBIT "B"

EASEMENT NOTES

(36) AN EASEMENT IN FAVOR OF DEMLER FARMS, INC. FOR INGRESS, EGRESS PURPOSES RECORDED SEPTEMBER 15, 1969 IN BOOK 9079 PAGE 305 OF OFFICIAL RECORDS

NOTE: SAID EASEMENT WAS CONVEYED TO DAIRY FRESH PRODUCTS COMPANY, A DELAWARE CORPORATION, IN AN INSTRUMENT RECORDED SEPTEMBER 21, 1976 IN BOOK 11895 PAGE 273 OF OFFICIAL RECORDS.

(46) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR WATER TRANSMISSION PIPELINES RECORDED DECEMBER 30, 1977 IN BOOK 12514 PAGE 1177 AND RE-RECORDED JANUARY 16, 1978 IN BOOK 12532 PAGE 736, BOTH OF OFFICIAL RECORDS.

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEEDS RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-0123328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATES OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

(51) A TEMPORARY EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES.

(55) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED AUGUST 1, 1979 IN BOOK 13253 PAGE 695 OF OFFICIAL RECORDS.

(57) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED APRIL 25, 1980 IN BOOK 13588 PAGES 1181 PAGE 1185 OF OFFICIAL RECORDS.

(58) AN EASEMENT FOR SLOPES PURPOSES RECORDED MAY 21, 1980 IN BOOK 13613 PAGE 331 OF OFFICIAL RECORDS.

(59) AN EASEMENT FOR IRRIGATION LINES RECORDED MAY 21, 1980 IN BOOK 13613 PAGE 335 OF OFFICIAL RECORDS.

(60) AN EASEMENT FOR STORM DRAIN PURPOSES RECORDED MAY 21, 1980 IN BOOK 13613 PAGE 340 OF OFFICIAL RECORDS

(66) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED MARCH 23, 1981 IN BOOK 13990 PAGE 1837 OF OFFICIAL RECORDS.

(67) AN EASEMENT IN FAVOR OF MUNICIPAL WATER DISTRICT OF ORANGE COUNTY FOR WATER PIPELINES AND FACILITIES RECORDED JUNE 10, 1981 IN BOOK 14093 PAGE 683 OF OFFICIAL RECORDS.

(68) AN EASEMENT IN FAVOR OF MUNICIPAL WATER DISTRICT OF ORANGE COUNTY FOR WATER PIPELINES AND FACILITIES RECORDED JUNE 10, 1981 IN BOOK 14093 PAGE 689 OF OFFICIAL RECORDS.

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EXHIBIT H-II

EXHIBIT "B"

EASEMENT NOTES

(73) AN EASEMENT AND RIGHT OF ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE AND RENEW SANITARY SEWERS AND STORM DRAINS AND APPURTENANT STRUCTURES, IN, UPON, OVER AND ACROSS ANY HIGHWAY OR PART THEREOF PROPOSED TO BE ABANDONED AND PURSUANT TO ANY EXISTING FRANCHISE OR RENEWALS THEREOF OR OTHERWISE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW AND ENLARGE LINES OF PIPE, CONDUITS, CABLES, WIRES, POLES AND OTHER CONVENIENT STRUCTURES, EQUIPMENT AND FIXTURES FOR THE OPERATION OF GAS PIPELINES, TELEGRAPHIC AND TELEPHONE LINES, RAILROAD LINES AND FOR THE TRANSPORTATION OR DISTRIBUTION OF ELECTRICENERGY, PETROLEUM AND ITS PRODUCTS, AMMONIA, WATER, AND FOR INCIDENTAL PURPOSES, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UPON AND OVER THE HIGHWAY OR PART THEREOF PROPOSED TO BE ABANDONED, AS RESERVED BY THE COUNTY OF ORANGE IN AN INSTRUMENT RECORDED JANUARY 7, 1985 AS INSTRUMENT NO. 85-005008 OF OFFICIAL RECORDS.

(76) AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES, AS SHOWN OR DEDICATED BY PARCEL MAP 84-629, RECORDED IN BOOK 205, PAGES 1 TO 10 INCLUSIVE OF PARCEL MAPS.

(77) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS SHOWN OR DEDICATED BY PARCEL MAP 84-629, RECORDED IN BOOK 205, PAGES 1 TO 10 INCLUSIVE OF PARCEL MAPS.

(78) ALL VEHICULAR ACCESS RIGHTS TO IRVINE BOULEVARD, EXCEPT AT STREET INTERSECTIONS, WERE DEDICATED ON PARCEL MAP 84-629. AFFECTS PARCEL 14 OF PARCEL MAP 84-629.

81 EASEMENTS FOR AIRCRAFT IN AND OVER THE AIR SPACE OVER THE LAND HEREIN DESCRIBED AND ADJACENT LANDS FOR JET AIRCRAFT OR HELICOPTER FLIGHTS TO OR FROM THE MARINE CORPS AIR STATIONS AT EL TORO AND/OR TUSTIN A NOTICE OR WHICH BY THE IRVINE COMPANY OR ADVISE FROM THE UNITED STATES MARINE CORPS, MARINE CORPS AIR BASES, WESTERN AREA WAS RECORDED FEBRUARY 4, 1986 AS DOCUMENT NO. 86-047980 IN OFFICIAL RECORDS, ORANGE COUNTY. (BLANKET IN NATURE)

(83) EASEMENT, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM THE IRVINE COMPANY, AS GRANTOR, TO THE UNITED STATES OF AMERICA, AS GRANTEE, RECORDED DECEMBER 5, 1986 AS INSTRUMENT NO. 86-597360 OF OFFICIAL RECORDS.

(86) A PERPETUAL EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR ROAD FACILITIES AND INCIDENTAL PURPOSES, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 15, 1988 AS INSTRUMENT NO. 88-587111 OF OFFICIAL RECORDS.

NOTE: SAID EASEMENT IS CURRENTLY HELD BY THE STATE OF CALIFORNIA, PURSUANT TO AN INSTRUMENT ENTITLED "ACCEPTANCE OF RETROCESSION OF LEGISLATIVE JURISDICTION" RECORDED MARCH 17, 1993 AS INSTRUMENT NO. 93-0177476 OF OFFICIAL RECORDS;

(87) A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF ORANGE, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 30, 1989 AS INSTRUMENT NO. 89-650713 OF OFFICIAL RECORDS.

(89) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR ROAD PURPOSES RECORDED MARCH 19, 1992 AS INSTRUMENT NO. 92-167127 OF OFFICIAL RECORDS.

(90) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR SANITARY SEWER, STORM DRAINS, PIPELINES, PUBLIC UTILITIES RECORDED MARCH 26, 1996 AS INSTRUMENT NO. 19960144770 OF OFFICIAL RECORDS.

(93) AN EASEMENT IN FAVOR OF LOS ALISOS AND EL TORO WATER DISTRICTS FOR WATER TRANSMISSION RECORDED IN BOOK 6033 PAGE 19 OF OFFICIAL RECORDS.

(94) AN EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT FOR WATER TRANSMISSION PIPELINES RECORDED JUNE 4, 1963 IN BOOK 6574 PAGE 217 OF OFFICIAL RECORDS.

(95) AN EASEMENT IN FAVOR OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION FOR SPILLAGE, DRAINAGE, FLOWAGE RECORDED JULY 14, 1997 AS INSTRUMENT NO. 19970331785 OF OFFICIAL RECORDS.

(100) AN EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT, A WATER DISTRICT ORGANIZED AND EXISTING PURSUANT TO DIVISION 12 OF THE CALIFORNIA WATER CODE, FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A RESERVOIR, PUMPING PLANT AND UNDERGROUND 18 INCH WATER PIPELINE AND APPURTENANCES RECORDED DECEMBER 11, 1998 AS INSTRUMENT NO. 19980854149 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
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EXHIBIT H-II

EXHIBIT H-III
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 3-A AND 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-0526292, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7A, G-7B AND G-7C:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005-0526288; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 49°51'20" WEST 167.01 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40°08'40" WEST 30.00 FEET;
THENCE SOUTH 28°53'40" WEST 183.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 758.00 FEET; THENCE SOUTHWESTERLY 564.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 592.00 FEET; THENCE SOUTHWESTERLY 346.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'58" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS
SOUTH 40°48'25" EAST; THENCE WESTERLY 67.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°05'24" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 01°16'59" EAST; THENCE WESTERLY 10.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°40'32" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°23'33" EAST; THENCE WESTERLY 77.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°11'23" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 1352.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°47'50" WEST; THENCE NORTHWESTERLY 324.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°45'59";
THENCE NORTH 32°26'11" WEST 126.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST; THENCE NORTHEASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET A RADIAL LINE TO SAID POINT BEARS
SOUTH 03°32'03" EAST; THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12";
THENCE NORTH 42°16'45" EAST 541.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°44'50" WEST; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTHEASTERLY 219.96 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'10" AND SOUTH 49°51'20" EAST 114.25 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 21.210 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A NORTH 49°20'18" WEST 1126.27 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 14°06'05" WEST 268.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 628.86 FEET; THENCE SOUTHERLY 358.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'03" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 430.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 71°28'02" EAST; THENCE SOUTHERLY 370.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'02" TO A POINT ON THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGE 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, RECORDS OF SAID COUNTY, BEING SAID POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1850.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 69°30'57" EAST; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARKWAY THE FOLLOWING COURSES:

SOUTHEASTERLY 167.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°10'34,
SOUTH 15°18'29" EAST 44.40 FEET AND SOUTH 59°40'45" EAST 35.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1740.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 14°27'45" EAST; THENCE NORTHEASTERLY 299.98 FEET ALONG SAID CURVE AND NORTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°52'40" TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3-A THE FOLLOWING COURSES:

CONTINUING NORTHEASTERLY 308.54 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°09'35" AND NORTH 55°30'00" EAST 363.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 13.821 ACRES, MORE OR LESS.

PARCEL G-2

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 1;
THENCE SOUTH 45°29'59" WEST 30.13 TO THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 51°23'40" WEST 184.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET; THENCE SOUTHWESTERLY 17.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 847.00 FEET; THENCE SOUTHWESTERLY 630.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 503.00 FEET; THENCE WESTERLY 260.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°43'09" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 36°56'36" WEST; THENCE SOUTHERLY 165.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°54'44";
THENCE SOUTH 49°51'20" EAST 1653.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 440.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE EASTERLY 909.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°31'40";
THENCE SOUTH 88°43'20" EAST 124.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 44°17'42" WEST; THENCE NORTHEASTERLY 2.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°35'01" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°42'41" EAST; THENCE NORTHEASTERLY AND NORTHERLY 72.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°14'09" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 947.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF PARCEL 2 OF SAID INSTRUMENT NO. 2005- 0053690, CITED THEREIN AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, AND A CENTRAL ANGLE OF 38°31'40", A RADIAL LINE TO SAID POINT BEARS
NORTH 87°56'50" WEST; THENCE NORTHERLY 623.99 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°45'10" TO A LINE THAT IS PARALLEL WITH AND 47.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 2;
THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1153.00 FEET; NORTHERLY 781.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
NORTH 00°57'09" EAST 397.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID PARCEL 2, BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°15'13" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

NORTHWESTERLY 179.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°41'56",
AND NORTH 00°57'09" EAST 191.51 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
THENCE NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37";
THENCE NORTH 49°51'20" WEST 116.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 157.504 ACRES, MORE OR LESS.

PARCEL G-3

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3B;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 40°39'31" EAST 788.35 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49°47'37" EAST 218.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 458.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 268.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 360.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°15'05" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°18'44" EAST; THENCE SOUTHERLY 69.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'30" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 86°39'14" WEST; THENCE SOUTHERLY 173.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

92°04'57" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°25'43" WEST; THENCE SOUTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'23";
THENCE SOUTH 49°51'20" EAST 1660.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 411.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE EASTERLY 830.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°52'15";
THENCE SOUTH 40°39'31" WEST 908.25 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3B;
THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49°20'21" WEST 7045.40 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 1 (TRANSFER, BLDG 319)" PER DOCUMENT RECORDED July 12 2005, AS INSTRUMENT NO. 2005 au536293, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 5 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE, SAID POINT BEING THE **TRUE POINT OF BEGINNING;**
THENCE CONTINUING ALONG SAID COURSE NORTH 49°20'21" WEST 730.00 FEET;
THENCE LEAVING SAID COURSE NORTH 40°31'30" EAST 418.01 FEET;
THENCE SOUTH 49°20'00" EAST 264.56 FEET;
THENCE SOUTH 40°40'00" WEST 50.07 FEET;
THENCE SOUTH 49°20'00" EAST 465.56 FEET;
THENCE SOUTH 40°31'30" WEST 367.87 FEET TO THE **TRUE POINT OF BEGINNING.**

HOME 1, CONTAINING 6.469 ACRES, MORE OR LESS

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 5 (TRANSFER, BLDG 360)" PER DOCUMENT RECORDED July 12 2005 AS INSTRUMENT NO. 2005 au536293, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 8 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST 3750.65 FEET FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE; THENCE NORTH 40°39'39" EAST 54.73 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 49°14'50" WEST 730.01 FEET;
THENCE NORTH 40°26'50" WEST 312.00 FEET;
THENCE SOUTH 49°14'50" EAST 730.01 FEET;
THENCE SOUTH 40°26'50" EAST 312.00 FEET TO THE **TRUE POINT OF BEGINNING.**

HOME 5, CONTAINING 5.229 ACRES, MORE OR LESS

PARCEL G-3 CONTAINS 124.431 ACRES, (EXCLUDING HOME 1 AND 5) MORE OR LESS.

PARCEL G-5

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005-0053620 ; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINE OF SAID PARCEL 3B THE FOLLOWING COURSES:

NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, NORTHEASTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43";
NORTH 66°05'28" EAST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; NORTHEASTERLY 541.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°55'35";
SOUTH 39°16'19" EAST 1519.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; SOUTH 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12";
SOUTH 00°57'09" WEST 276.56 FEET;
NORTH 89°02'51" WEST 141.47 FEET,
AND SOUTH 00°57'09" WEST 30.00 FEET TO THE NORTHERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-2;
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING COURSES:

NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37" AND NORTH 49°51'20" WEST 116.99 FEET;
THENCE NORTH 45°29'59" EAST 30.13 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 105.00 ACRES, MORE OR LESS.

PARCEL G-6

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-B SOUTH 49°21'34" EAST 28.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND 28.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 3B AND THE **TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID PARALLEL LINE SOUTH 40°39'31" WEST 2642.50 FEET;
THENCE LEAVING SAID PARALLEL LINE SOUTH 04°34'03" EAST 38.89 FEET;
THENCE SOUTH 49°47'37" EAST 161.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 428.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 142.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A, BEING THAT CERTAIN NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

EASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 03°32'03" EAST, NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12" AND NORTH 42°16'45" EAST 511.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1030.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°26'20" WEST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 3B CITED AS HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 1574.20 FEET, A CENTRAL ANGLE OF 90°11'43"; THENCE NORTHEASTERLY 1400.63 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 77°54'47" TO A POINT OF NON-TANGENCY ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, A RADIAL LINE TO SAID POINT BEARS NORTH 49°38'53" WEST; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 49°14'49" WEST 1416.32 FEET,
SOUTH 41°14'17" WEST 275.57 FEET AND NORTH 49°21'34" WEST 789.63 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 166.160 ACRES, MORE OR LESS.

PARCEL G-7A

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 FEET TO A LINE THAT IS PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE **TRUE POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET; NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO A POINT OF NON-TANGENCY ON THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON INSTRUMENT NO. 85-390260, RECORDED OCTOBER 10, 1985, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE TO SAID POINT BEARS NORTH 61°19'58" WEST; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

SOUTH 80°35'11" WEST 462.80 FEET BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1860.00 FEET; WESTERLY 597.92 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°25'06", AND SOUTH 51°48'29" WEST 41.31 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

SOUTH 04°46'49" WEST 227.24 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1352.00 FEET; SOUTHERLY 594.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°12'42" AND SOUTH 20°25'53" EAST 463.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 20.006 ACRES, MORE OR LESS.

PARCEL G-7B

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B NORTH 49°20'21" WEST 885.45 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°39'39" EAST 400.00 FEET;
THENCE NORTH 49°20'21" WEST 871.20 FEET;
THENCE SOUTH 40°39'39" WEST 400.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B;
THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 49°20'21" EAST 871.20 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 8.000 ACRES, MORE OR LESS.

PARCEL G-7C

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A SOUTH 49°20'21" EAST 539.43 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 40°39'39" WEST 565.29 FEET TO THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, RECORDS OF SAID COUNTY; THENCE ALONG LAST

SAID NORTHEASTERLY LINE NORTH 49°20'21" WEST 539.43 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 3A;
THENCE ALONG SAID NORTHWESTERLY LINE NORTH 40°39'38" EAST 565.29 FEET TO THE **POINT OF BEGINNING**.

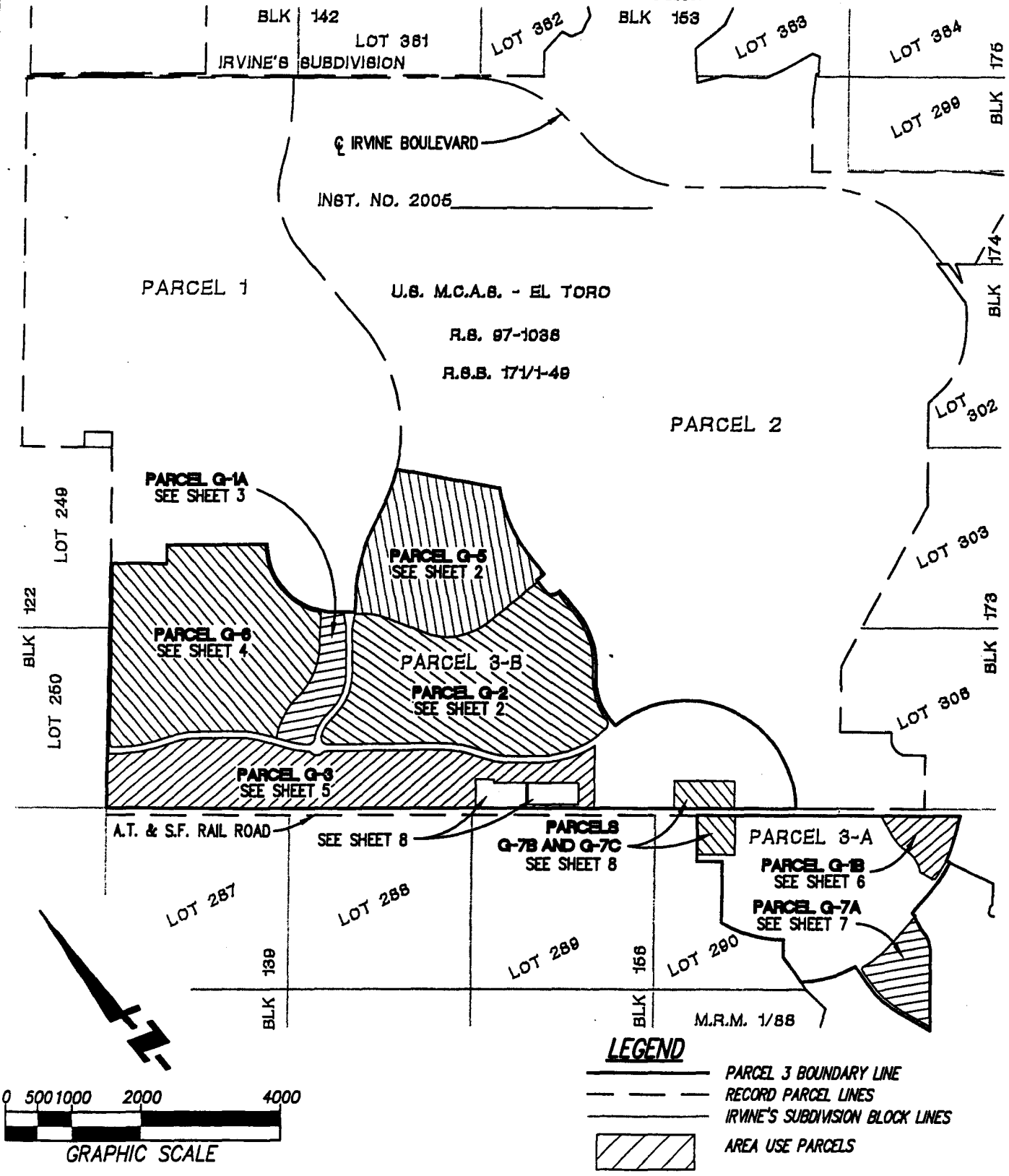
CONTAINING 7.000 ACRES MORE OR LESS.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7A, G-7B, G-7C, HOME 1 AND HOME 5 AR SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7A, G-7B AND G-7C, ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



FUSCOE ENGINEERING
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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

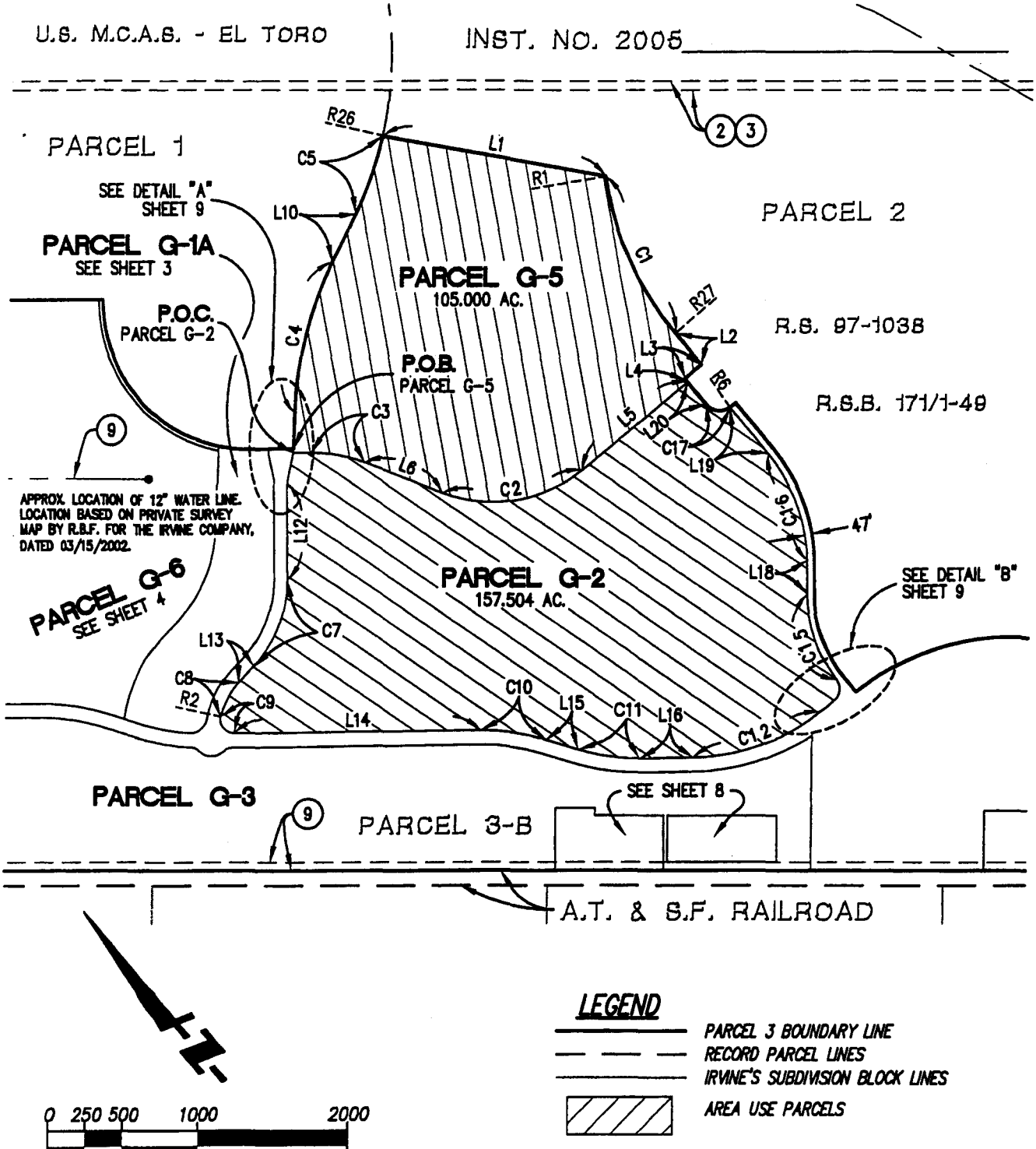
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DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

0 250 500 1000 2000

GRAPHIC SCALE

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

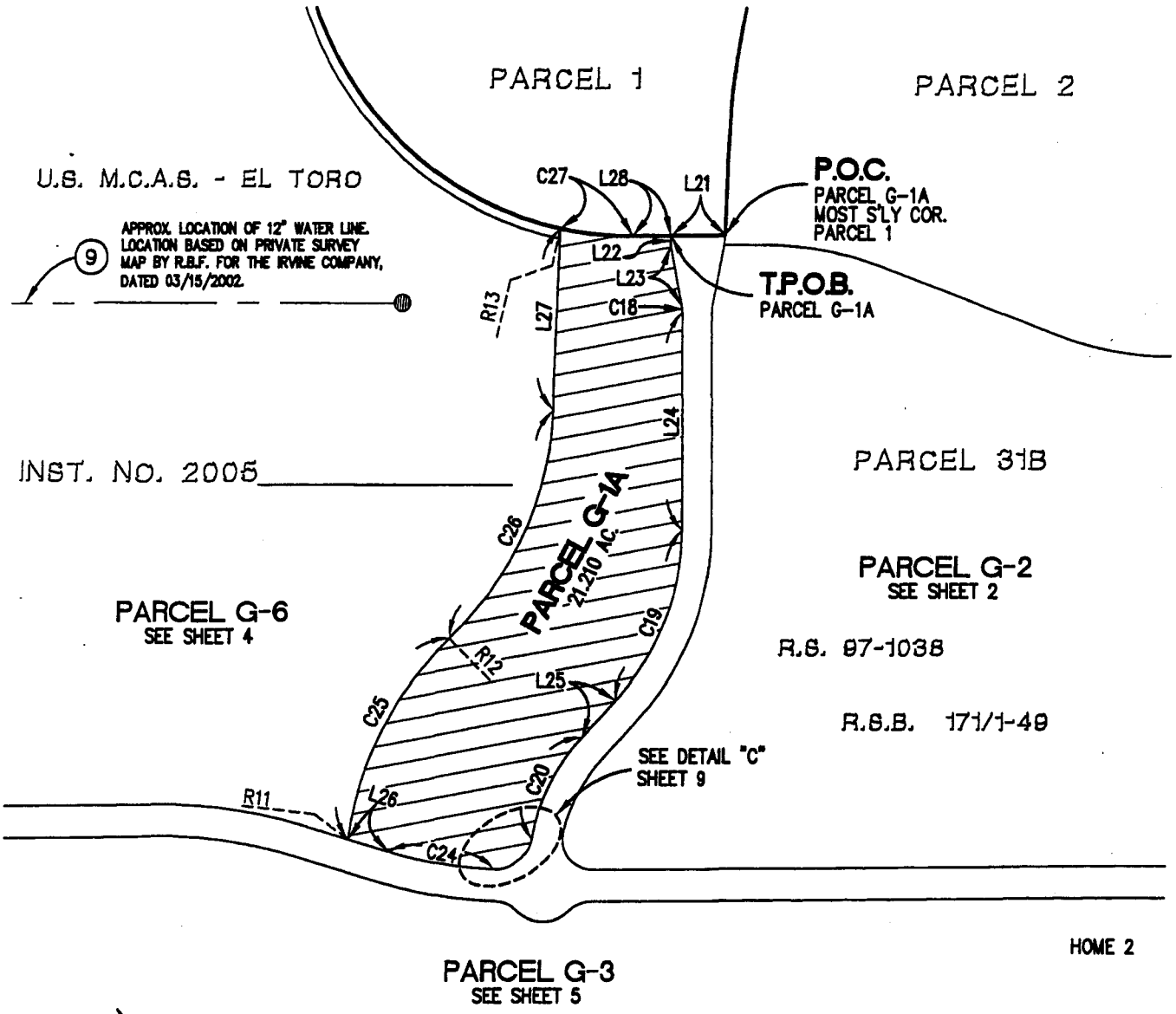
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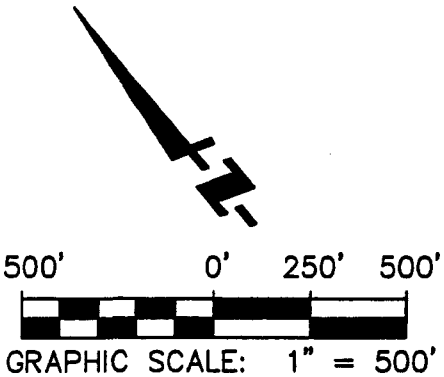
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EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
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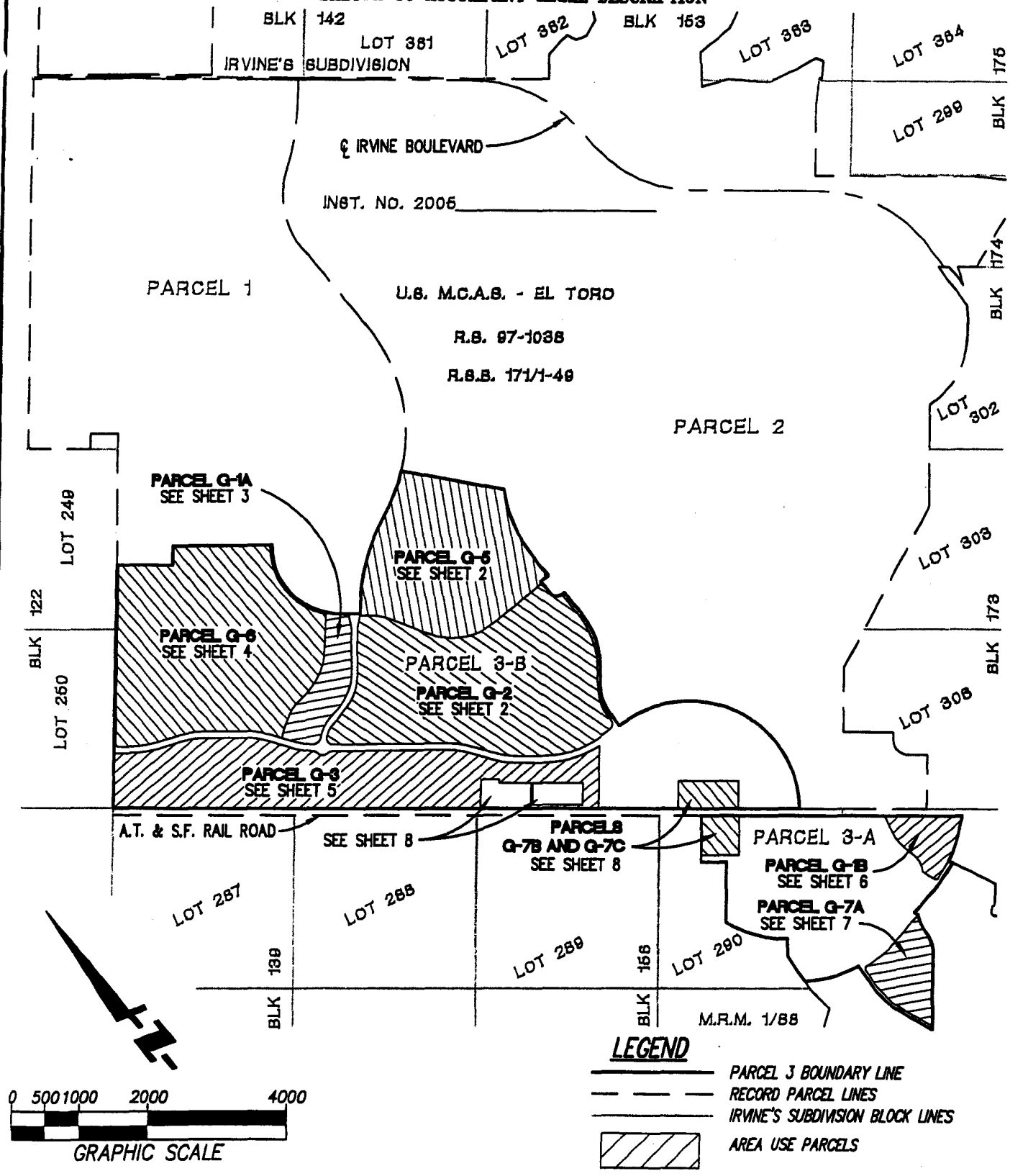
3 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

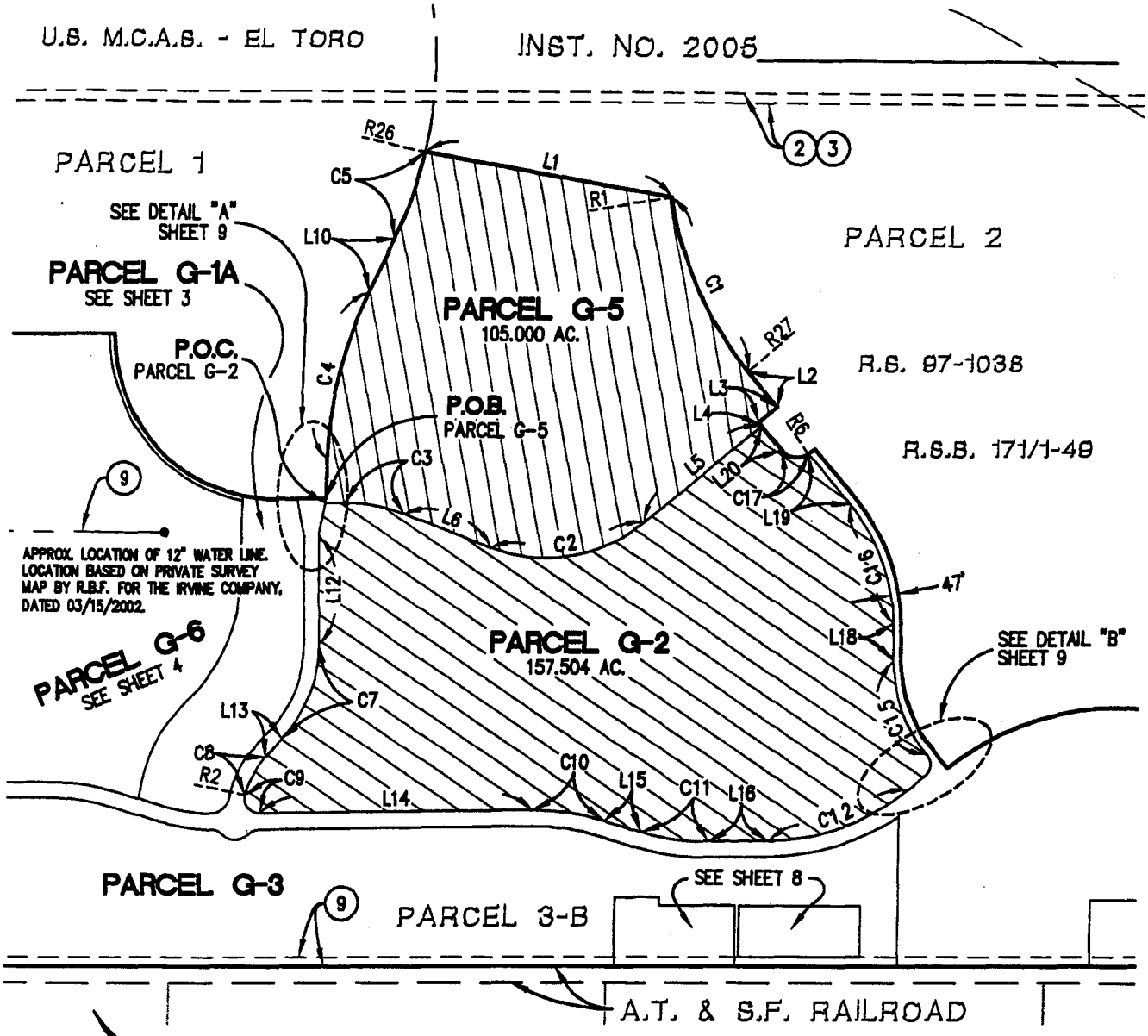
1 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



0 250 500 1000 2000

GRAPHIC SCALE

LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

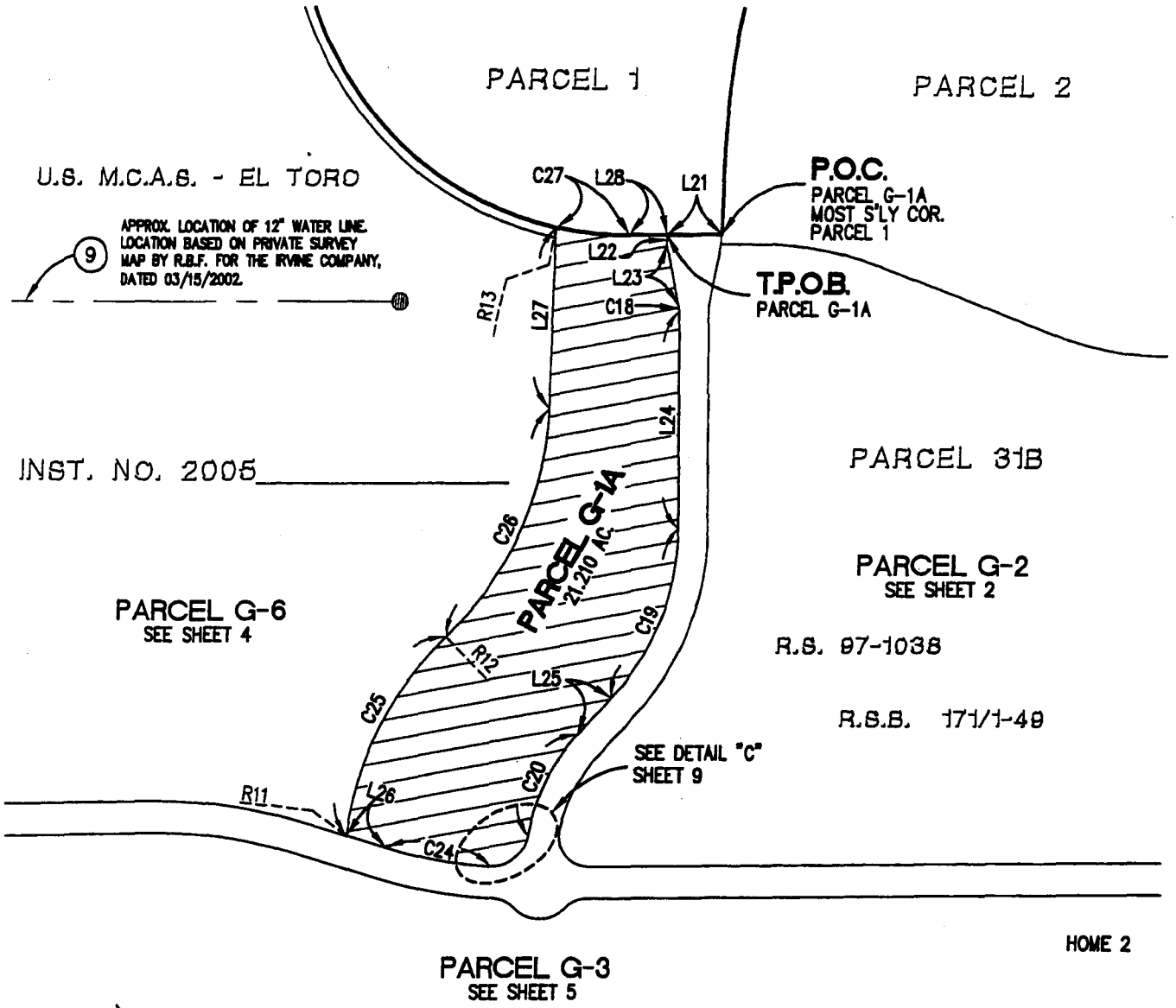
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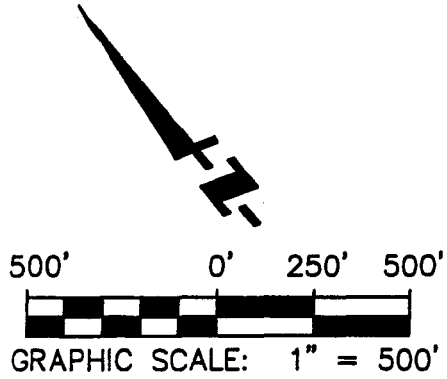
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EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=500'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

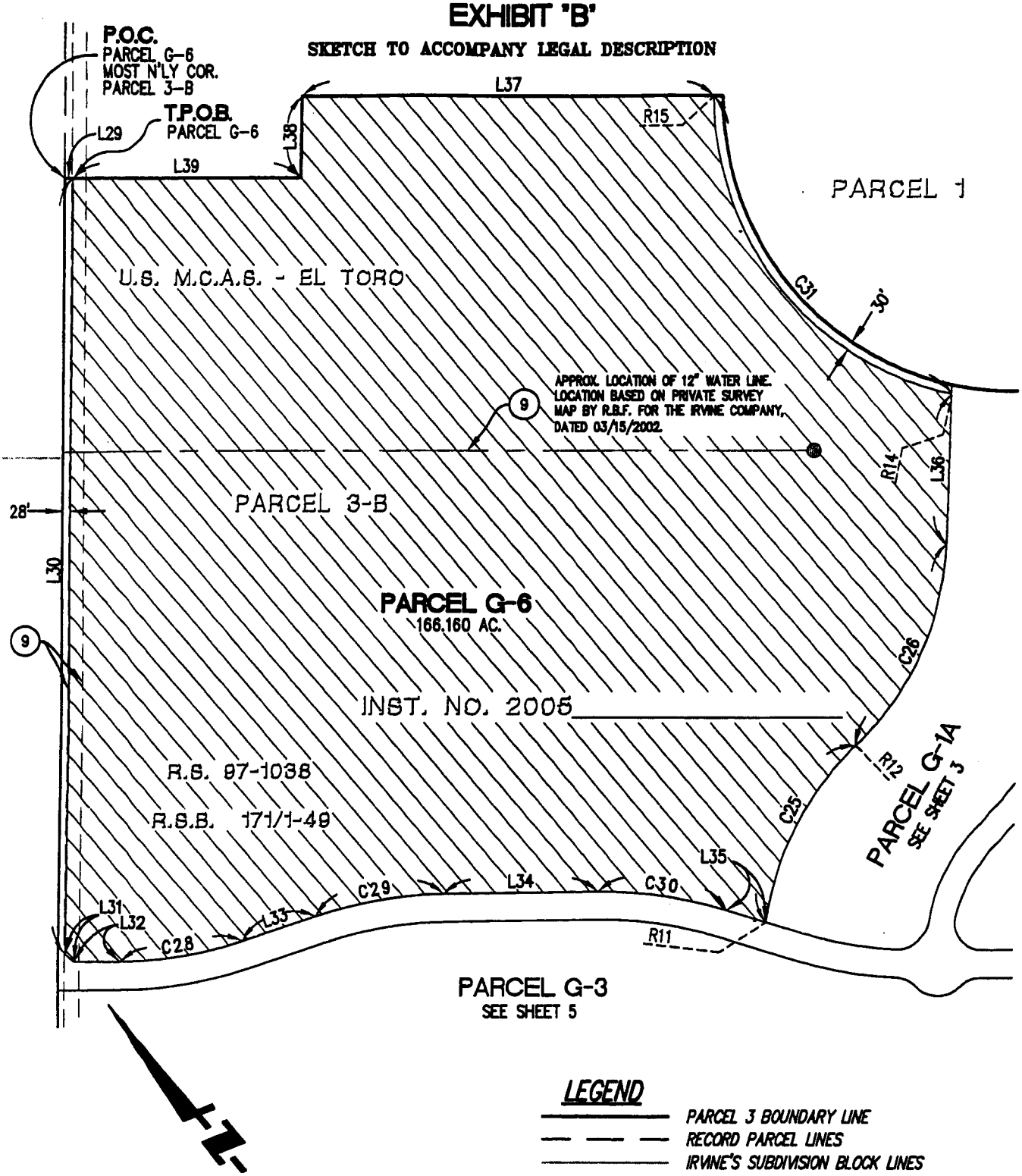
3 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

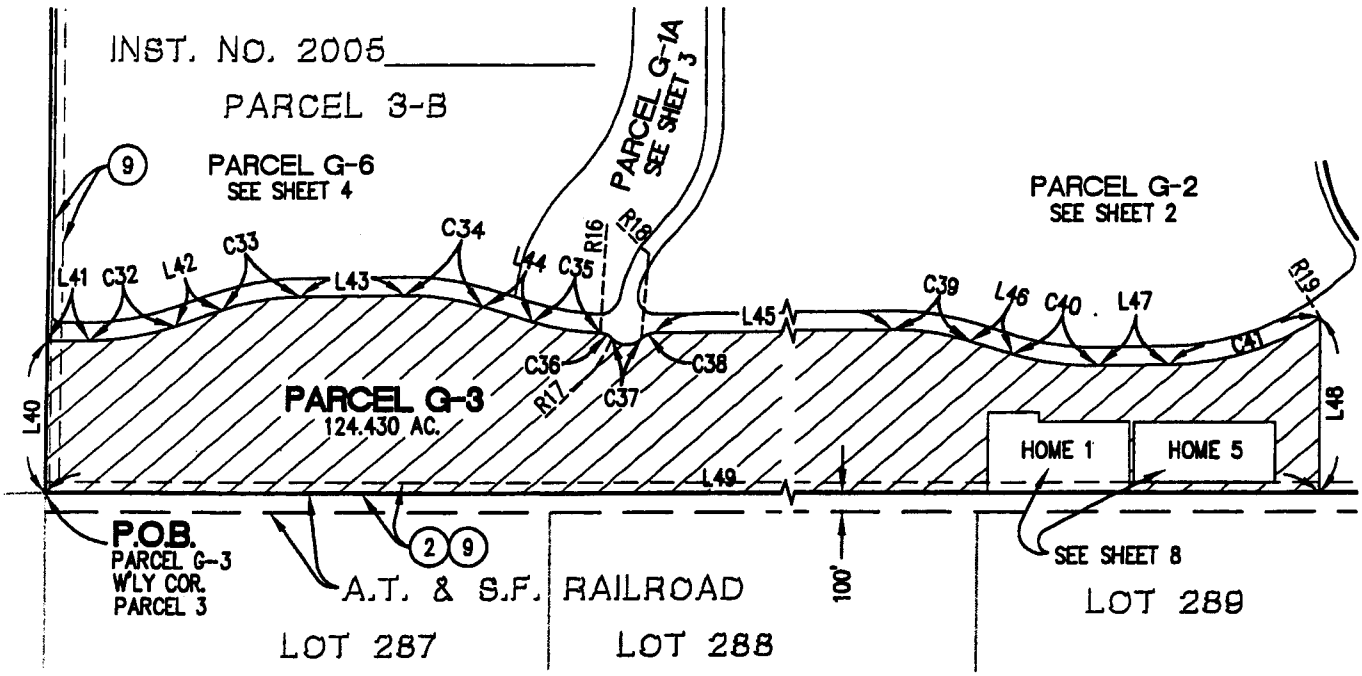
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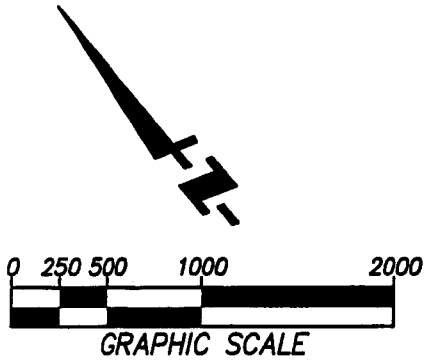
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EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
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NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
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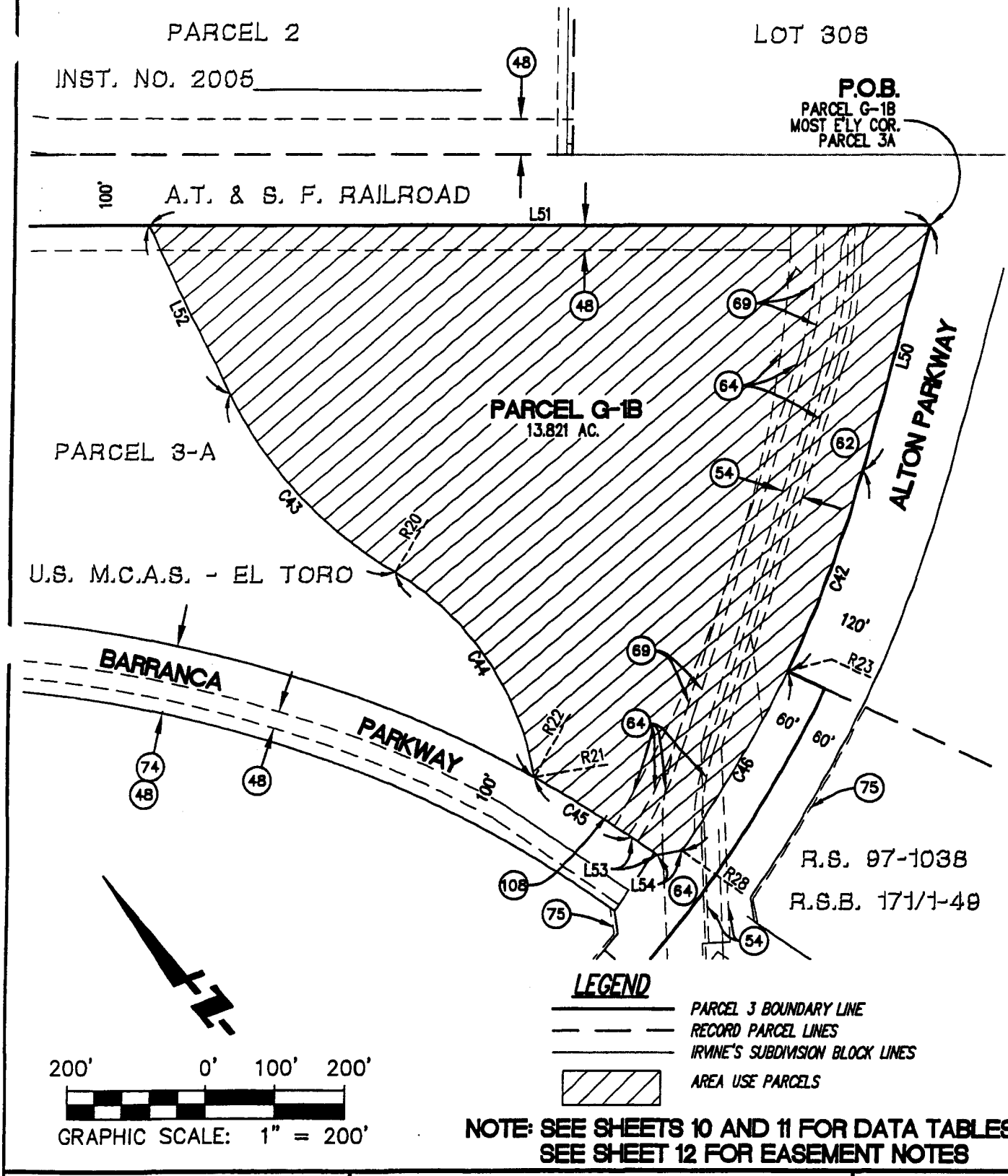
5 OF 12

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EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=200'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

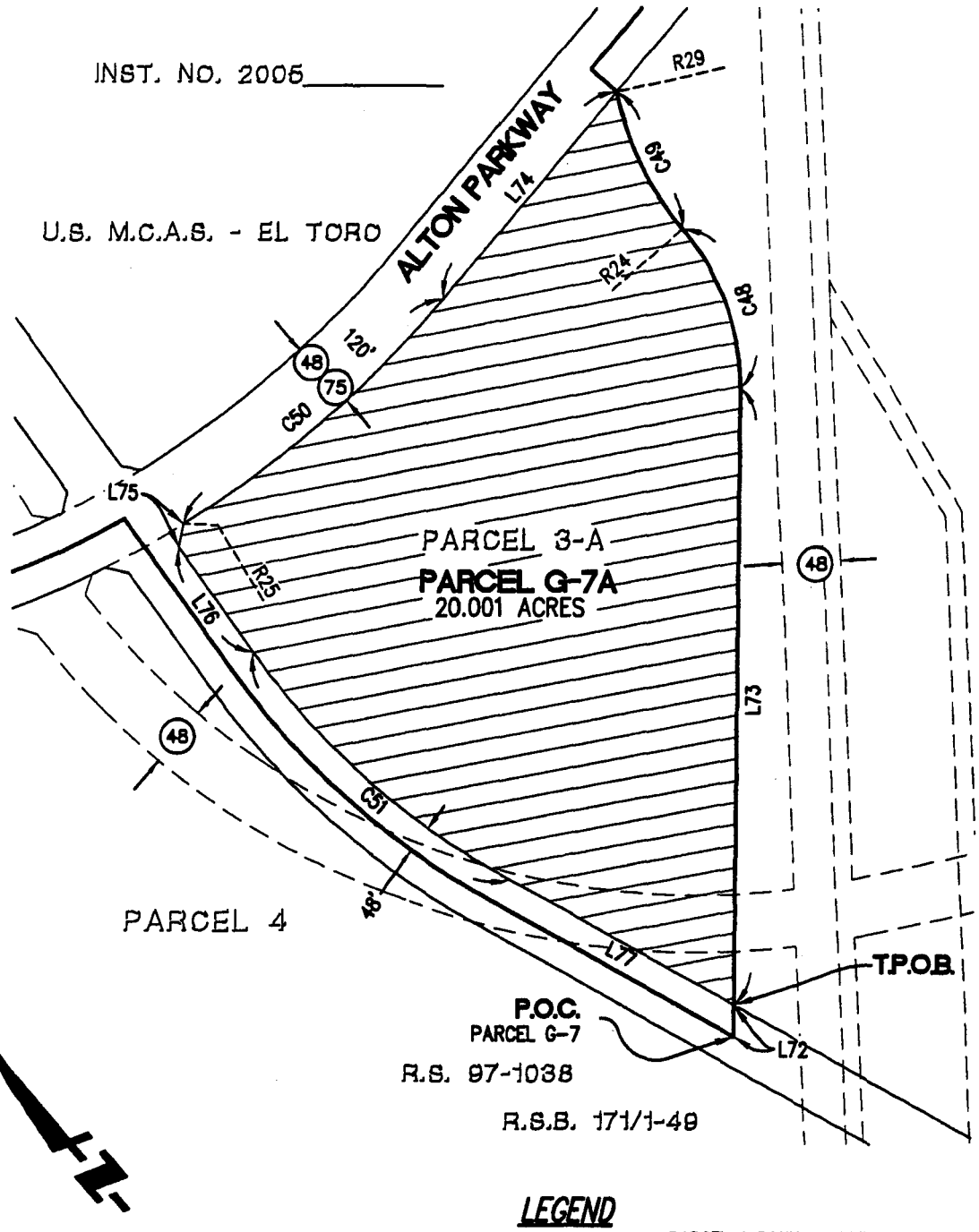
6 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



200' 0' 100' 200'

GRAPHIC SCALE: 1" = 200'

LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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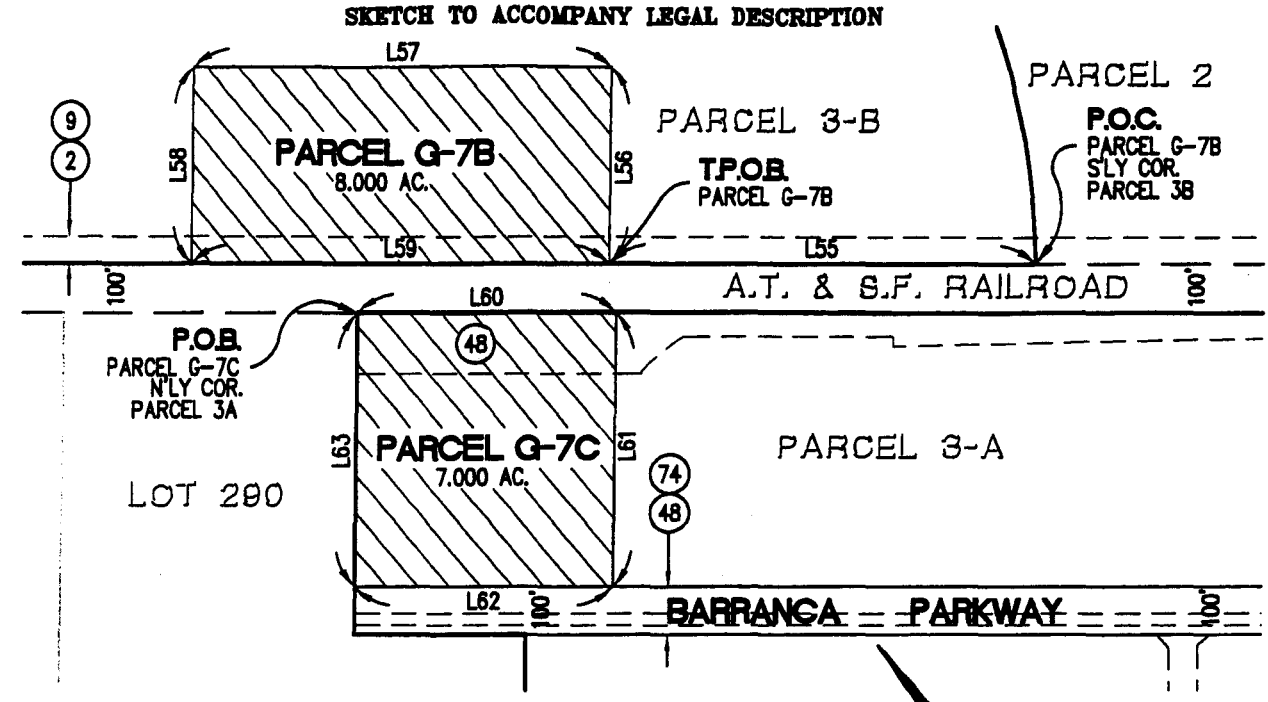
LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=300'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

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EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

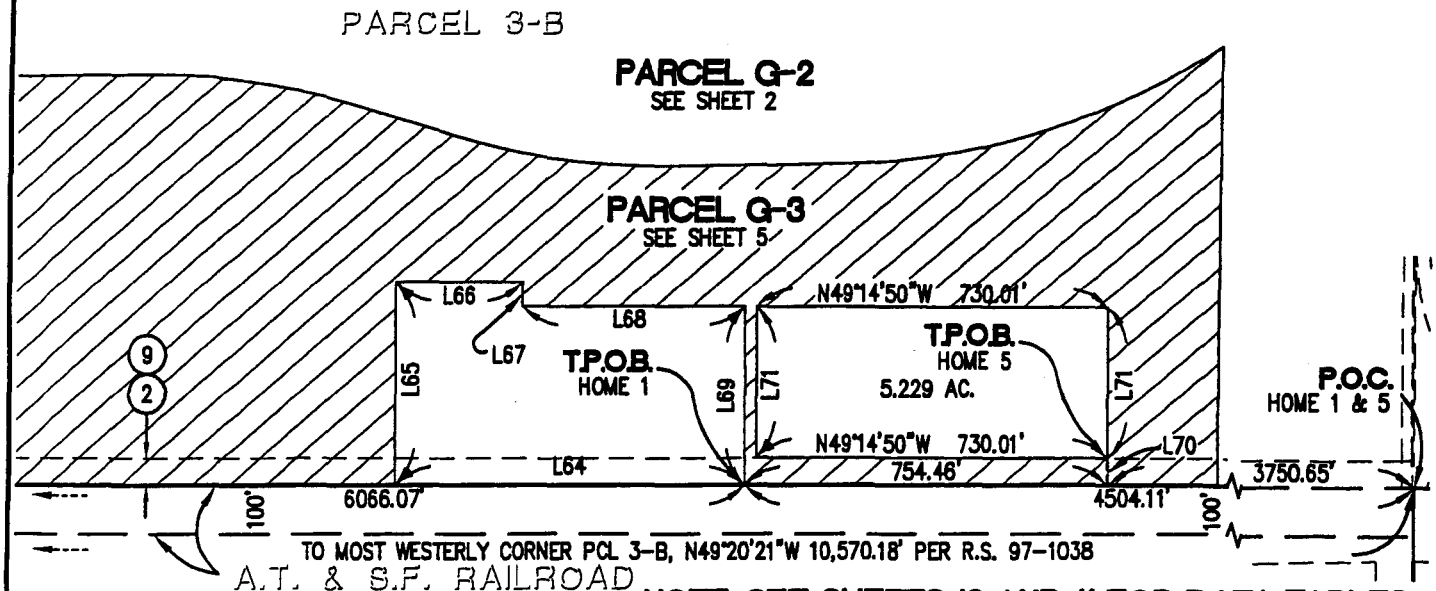


LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

400' 0' 200' 400'

GRAPHIC SCALE: 1" = 400'



NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

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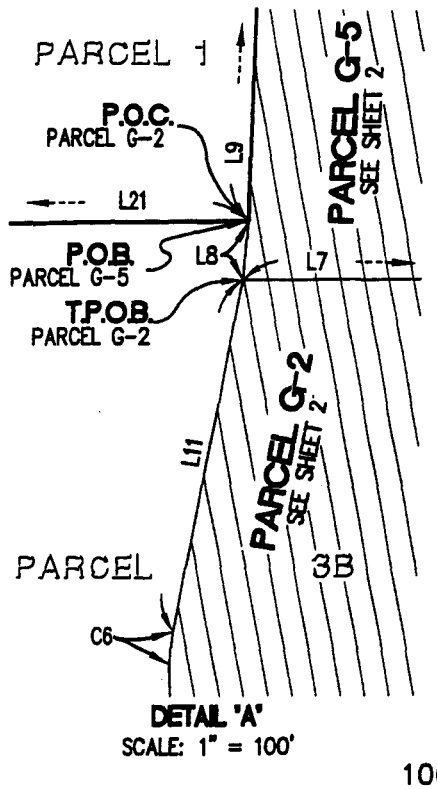
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SCALE: 1"=400'
JN: 544.01.01
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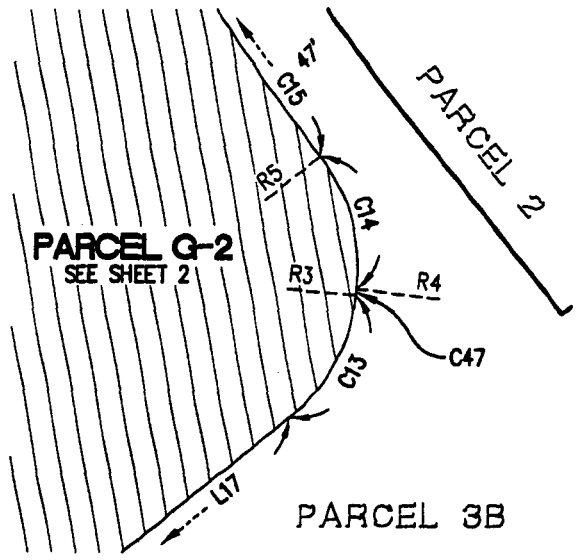
EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



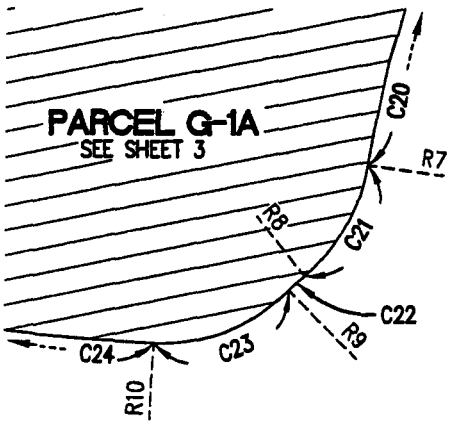
DETAIL 'A'
SCALE: 1" = 100'



DETAIL 'B'
SCALE: 1" = 100'

100' 0' 50' 100'

GRAPHIC SCALE: 1" = 100'



DETAIL 'C'
SCALE: 1" = 100'

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=100'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N39°16'19"W	1519.69
L2	N00°57'09"E	276.56
L3	N89°02'51"W	141.47
L4	N00°57'09"E	30.00
L5	N89°02'51"W	920.58
L6	N28°10'43"W	565.88
L7	N49°51'20"W	116.99
L8	N45°29'59"E	30.13
L9	N42°16'45"E	235.22
L10	N66°05'28"E	353.80
L11	N51°23'40"E	184.42
L12	N40°08'40"E	652.76
L13	N82°46'33"E	149.21
L14	N49°51'20"W	1653.58
L15	N32°26'11"W	229.96
L16	N50°11'40"W	362.63
L17	N88°43'20"W	124.99
L18	N39°48'20"E	226.79
L19	N00°57'09"E	397.00
L20	N00°57'09"E	191.51
L21	N49°51'20"W	167.01
L22	N40°08'40"E	30.00
L23	N28°53'40"E	183.43
L24	N40°08'40"E	652.76
L25	N82°46'33"E	149.21
L26	N32°26'11"W	126.07
L27	N42°16'45"E	541.86
L28	N49°51'20"W	114.25
L29	N49°21'34"W	28.00
L30	N40°39'31"E	2642.50
L31	N04°34'03"W	38.89
L32	N49°47'37"W	161.86
L33	N67°57'09"W	265.53
L34	N50°11'40"W	533.21
L35	N32°26'11"W	142.79
L36	N42°16'45"E	511.37
L37	N49°14'49"W	1416.32
L38	N41°14'17"E	275.57
L39	N49°21'34"W	789.63

LINE TABLE		
LINE	BEARING	LENGTH
L40	N40°39'31"E	788.35
L41	N49°47'37"W	218.22
L42	N67°57'09"W	265.53
L43	N50°11'40"W	533.21
L44	N32°26'11"W	268.86
L45	N49°51'20"W	1660.14
L46	N32°26'11"W	229.96
L47	N50°11'40"W	362.63
L48	N40°39'31"E	908.25
L49	N49°20'21"W	7045.40
L50	N55°30'00"E	363.30
L51	N49°20'18"W	1126.27
L52	N14°06'05"E	268.59
L53	N15°18'29"W	44.40
L54	N59°40'45"W	35.89
L55	N49°20'21"W	885.45
L56	N40°39'39"E	400.00
L57	N49°20'21"W	871.20
L58	N40°39'39"E	400.00
L59	N49°20'21"W	871.20
L60	N49°20'21"W	539.43
L61	N40°39'39"E	565.29
L62	N49°20'21"W	539.43
L63	N40°39'38"E	565.29
L64	N49°20'21"W	730.00
L65	N40°31'30"E	418.01
L66	N49°20'00"W	264.56
L67	N40°40'00"E	50.07
L68	N49°20'00"W	465.56
L69	N40°31'30"E	367.87
L70	N40°39'39"E	54.73
L71	N40°26'50"E	312.00
L72	N40°26'55"E	54.94
L73	N40°26'55"E	1076.02
L74	N80°35'11"E	462.80
L75	S51°48'29"W	41.31
L76	S04°46'49"W	227.24
L77	S20°25'53"E	463.43

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°32'12"	2100.00	1155.88
C2	60°52'08"	930.00	988.00
C3	21°40'37"	970.00	366.98
C4	23°48'43"	2500.00	1038.99
C5	12°55'35"	2400.00	541.46
C6	11°15'00"	87.00	17.08
C7	42°37'53"	847.00	630.22
C8	29°43'09"	503.00	260.90
C9	102°54'44"	92.00	165.25
C10	17°25'09"	1448.00	440.22
C11	17°45'29"	1352.00	419.03
C12	38°31'40"	1352.00	909.13
C13	45°34'22"	92.00	73.18
C14	45°14'09"	92.00	72.64
C15	37°45'10"	947.00	623.99
C16	38°51'11"	1153.00	781.87
C17	85°41'56"	120.00	179.49
C18	11°15'00"	92.00	18.06
C19	42°37'53"	758.00	564.00
C20	33°34'58"	592.00	346.99
C21	42°05'24"	92.00	67.58
C22	5°40'32"	108.00	10.70
C23	48°11'23"	92.00	77.38
C24	13°45'59"	1352.00	324.84
C25	39°20'40"	1000.00	686.69
C26	44°11'12"	1000.00	771.20

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C27	12°36'10"	1000.00	219.96
C28	18°09'32"	1352.00	428.49
C29	17°45'29"	1448.00	448.79
C30	17°45'29"	1448.00	448.79
C31	77°54'47"	1030.00	1400.63
C32	18°09'32"	1448.00	458.92
C33	17°45'29"	1352.00	419.03
C34	17°45'29"	1352.00	419.03
C35	14°15'05"	1448.00	360.17
C36	43°20'30"	92.00	69.59
C37	92°04'57"	108.00	173.57
C38	45°34'23"	92.00	73.18
C39	17°25'09"	1352.00	411.04
C40	17°45'29"	1448.00	448.79
C41	32°52'15"	1448.00	830.72
C42	10°09'35"	1740.00	308.54
C43	32°38'03"	628.86	358.18
C44	49°19'02"	430.29	370.37
C45	5°10'34"	1850.00	167.13
C46	9°52'40"	1740.00	299.98
C47	1°35'01"	108.00	2.99
C48	41°06'48"	417.00	299.22
C49	29°19'55"	518.00	265.18
C50	18°25'06"	1860.00	597.92
C51	25°12'42"	1352.00	594.91

RADIAL LINE TABLE	
RAD	BEARING
R1	N58°27'48"W
R2	N36°56'36"W
R3	N44°17'42"W
R4	S42°42'41"E
R5	N87°56'50"W
R6	S05°15'13"W
R7	S40°48'25"E
R8	N01°16'59"E
R9	S04°23'33"E
R10	S43°47'50"W
R11	N42°52'43"W
R12	S03°32'03"E
R13	S52°44'50"W
R14	S52°26'20"W

RADIAL LINE TABLE	
RAD	BEARING
R15	N49°38'53"W
R16	N43°18'44"E
R17	S86°39'14"W
R18	N05°25'43"W
R19	S06°56'05"W
R20	N71°28'02"E
R21	S59°12'56"E
R22	N69°30'57"E
R23	S24°20'25"E
R24	S89°20'07"W
R25	N09°00'17"E
R26	S36°50'07"E
R27	N90°00'00"W
R28	S14°27'45"E
R29	N61°19'58"E

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-III

EXHIBIT "B"

EASEMENT NOTES

(2) RIGHTS OF WAY FOR ROAD AND INCIDENTAL PURPOSES WITHIN A 60 FOOT STRIP FOR TRABUCO ROAD AS DESCRIBED IN DEEDS TO THE COUNTY OF ORANGE RECORDED FEBRUARY 26, 1906 IN BOOK 123 PAGE 316 OF DEEDS; AND RECORDED JUNE 17, 1943 IN BOOK 1195, PAGE 287 AND JULY 1, 1944 IN BOOK 1263, PAGE 136, BOTH OF OFFICIAL RECORDS.

(9) RIGHTS OF WAY FOR GUNITE CANAL, CANAL ACCESS, WATER TRANSPORTATION, PUBLIC ROAD AND PIPELINES AS DISCLOSED BY THE FINAL JUDGMENT AND DECREE OF CONDEMNATION RENDERED IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION IN AN ACTION ENTITLED UNITED STATES OF AMERICA, PLAINTIFF VS. 2318,833 ACRES OF LAND, AND OTHERS, DEFENDANTS CASE NO. 250-Y CIVIL, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, A CERTIFIED COPY OF WHICH DECREE WAS RECORDED JULY 12, 1944 IN BOOK 1264 PAGE 154 AND RECORDED NOVEMBER 3, 1949 IN BOOK 1923 PAGE 151, BOTH OF OFFICIAL RECORDS.

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEED RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-01233328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATE OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

(54) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR SEWER FACILITIES RECORDED JULY 19, 1979 IN BOOK 13234 PAGE 780 OF OFFICIAL RECORDS.

(62) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR STREET AND HIGHWAY PURPOSES RECORDED OCTOBER 8, 1980 IN BOOK 13781 PAGE 419 OF OFFICIAL RECORDS.

(64) AN EASEMENT FOR DRAINAGE DITCHES RECORDED JANUARY 28, 1981 IN BOOK 13927 PAGE 1483 OF OFFICIAL RECORDS.

(69) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR INGRESS AND EGRESS PURPOSES RECORDED OCTOBER 12, 1981 IN BOOK 14253 PAGE 567 OF OFFICIAL RECORDS.

(74) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR ROAD PURPOSES RECORDED OCTOBER 10, 1985 AS INSTRUMENT NO. 85-390259 OF OFFICIAL RECORDS.

(75) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR ROAD PURPOSES RECORDED OCTOBER 10, 1985 AS INSTRUMENT NO. 85-390260 OF OFFICIAL RECORDS.

(108) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR THE CONSTRUCTION , MAINTENANCE AND REPAIR OF A RIGHT TURN LANE AT ALTON PARKWAY AND BARRANCA PARKWAY RECORDED OCTOBER 14, 2000 AS INSTRUMENT NO. 20010560566 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-III.DWG (06-28-05)

EXHIBIT H-IV
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 4, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER Quit Claim Deed RECORDED July 12, 2005, AS INSTRUMENT NO. 2005-0053629 4, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 3-A AS SAID PARCEL IS DESCRIBED IN SAID INSTRUMENT NO. 2005-0053629 2, OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 TO A LINE PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL 3A CITED AS "SOUTH 20°25'53" EAST 490.17 FEET" AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET, NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON RECORD OF SURVEY 97-1038, RECORD OF SURVEY BOOK 171, PAGES 1 THROUGH 49, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

NORTH 80°35'11" EAST 248.80 FEET,
NORTH 87°42'41" EAST 101.63 FEET,
NORTH 83°11'49" EAST 79.10 FEET,
AND SOUTH 57°47'32" EAST 60.66 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF MUIRLANDS BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID MUIRLANDS BOULEVARD THE FOLLOWING COURSES:

SOUTH 15°18'29" EAST 13.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1850.00 FEET, AND SOUTHEASTERLY 517.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°01'45" TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 522.76 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°59'02" EAST;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTHWESTERLY 235.58 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°49'11" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 784.23 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 20°09'52" WEST; THENCE SOUTHWESTERLY 402.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'30";

THENCE SOUTH 40°23'38" WEST 1309.14 FEET TO A POINT IN SAID PARALLEL LINE HEREINAFTER REFERRED TO AS **POINT "A"**; THENCE ALONG SAID PARALLEL LINE NORTH 20°25'53" WEST 500.44 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22.558 ACRES, MORE OR LESS.

PARCEL G-1B

COMMENCING AT THE HEREINBEFORE MENTIONED **POINT "A"**; THENCE SOUTH 40°23'38" WEST 109.95 FEET TO A LINE PARALLEL WITH AND 96.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 40°23'38" WEST 311.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 221.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°20'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 246.52 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 74°57'07" EAST; THENCE SOUTHWESTERLY 263.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°20'13" TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°36'54" EAST; THENCE ALONG SAID SOUTHWESTERLY PARCEL LINE THE FOLLOWING COURSES:

NORTH 30°52'21" WEST 111.80 FEET,
NORTH 24°13'05" WEST 121.47 FEET,
NORTH 33°52'58" WEST 69.72 FEET AND NORTH 28°55'06" WEST 257.36 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 659.37 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 70°10'44" WEST; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY 495.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°05'07" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 700.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 27°05'27" EAST; THENCE NORTHEASTERLY 274.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°27'37" TO THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 3A CITED AS "NORTH 40°26'55" EAST 1130.96 FEET"; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 40°26'55" EAST 70.84 FEET TO A POINT IN SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 20°25'53" EAST 500.40 TO THE **TRUE POINT OF BEGINNING**.

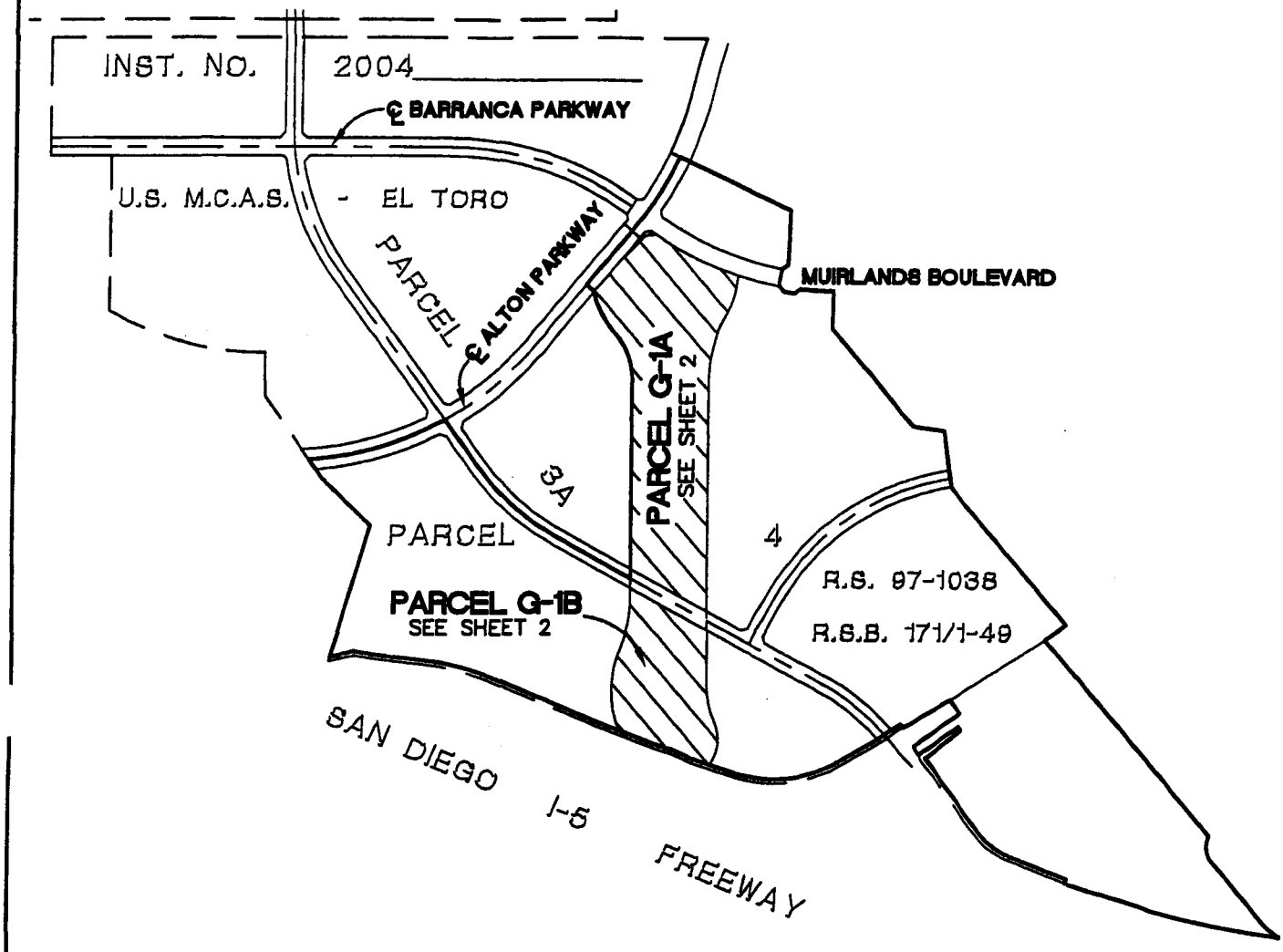
CONTAINING 9.613 ACRES, MORE OR LESS.

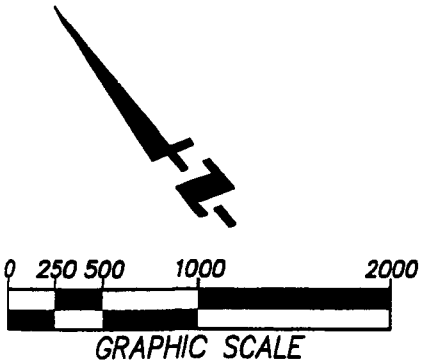
ALL OF THE ABOVE PARCELS G-1A AND G-1B ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS, DESCRIBED AS G-1A AND G-1B ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS- OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT 'B'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 4 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 4

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

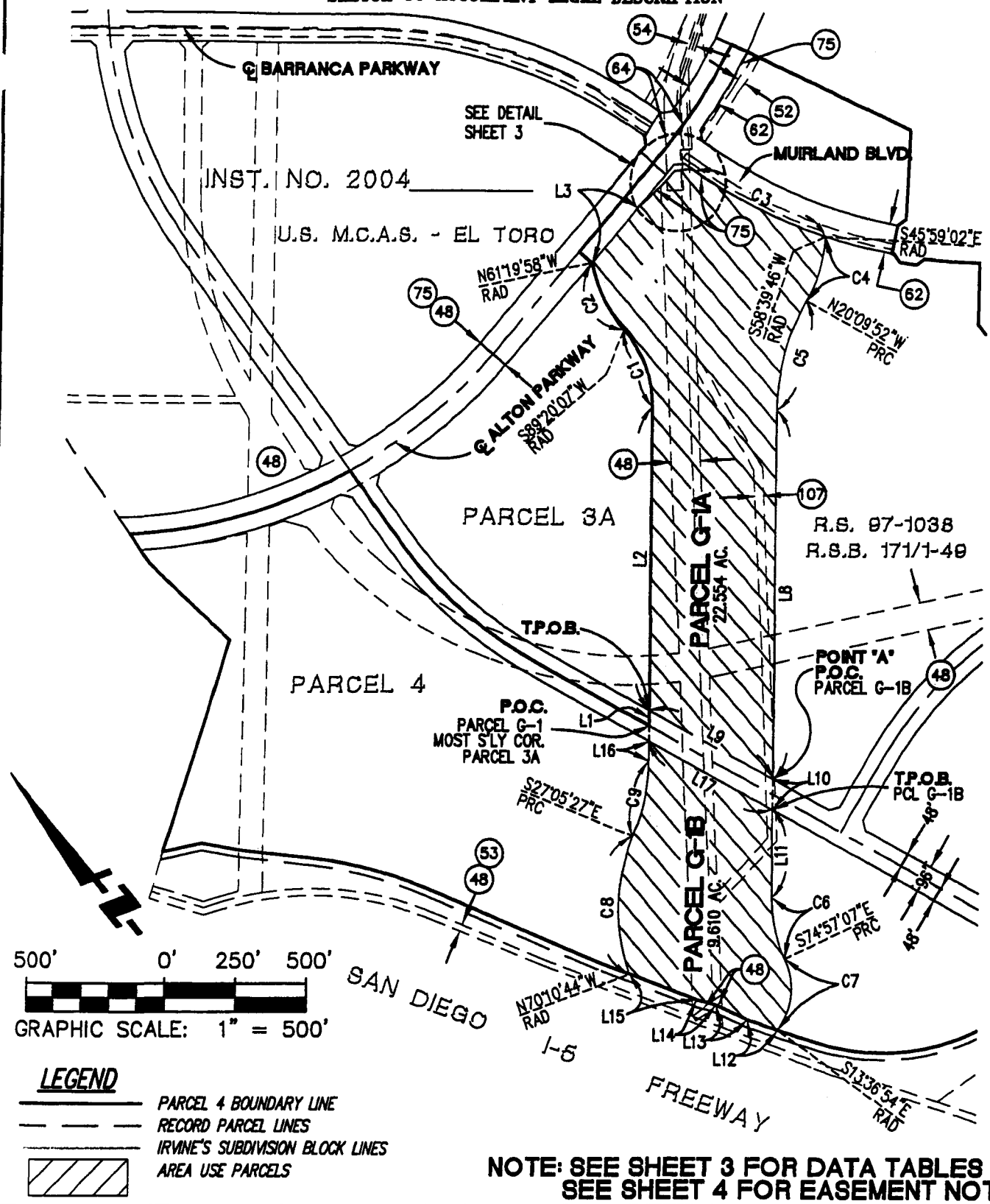
1 OF 4

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-IV.DWG (06-28-05)

EXHIBIT H-IV

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- *PARCEL 4 BOUNDARY LINE*
- *RECORD PARCEL LINES*
- *IRVINE'S SUBDIVISION BLOCK LINES*
- *AREA USE PARCELS*

NOTE: SEE SHEET 3 FOR DATA TABLES
SEE SHEET 4 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

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2 OF 4

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-IV.DWG (06-28-05)

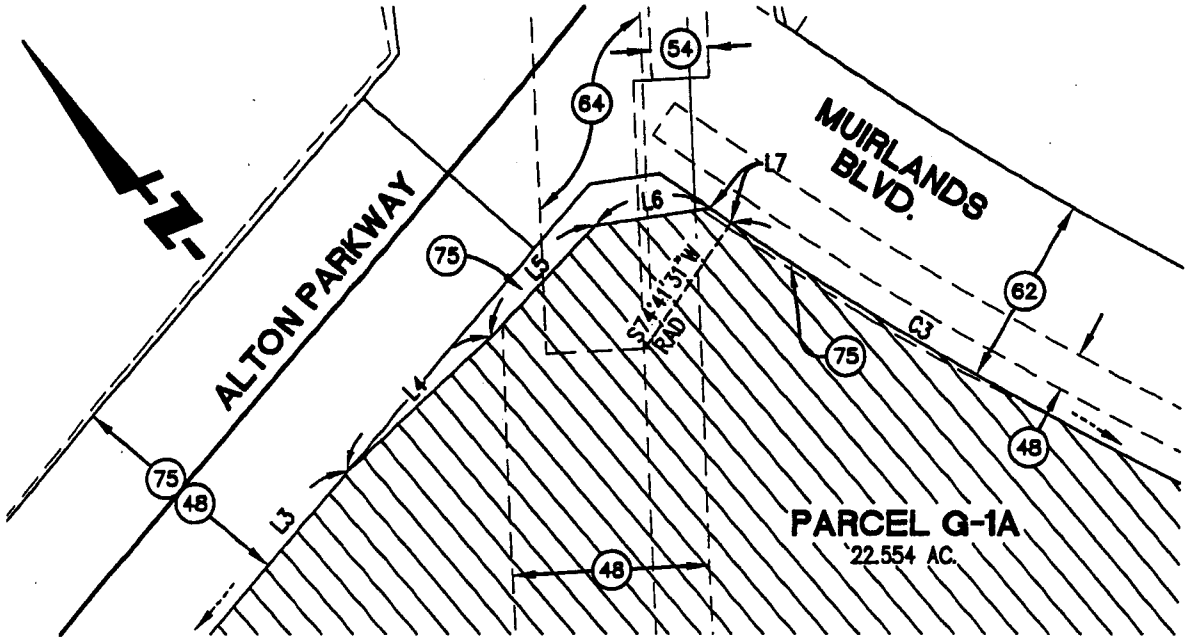
EXHIBIT H-IV

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°26'55"E	54.94
L2	N40°26'55"E	1076.02
L3	N80°35'11"E	248.70
L4	N87°42'41"E	101.63
L5	N83°11'49"E	79.10
L6	S57°47'32"E	60.66
L7	S15°18'29"E	13.50
L8	S40°23'38"W	1309.25
L9	S20°25'53"E	500.28
L10	S40°23'38"W	109.95
L11	S40°23'38"W	311.76
L12	N30°52'21"W	111.80
L13	N24°13'05"W	121.47
L14	N33°52'58"W	69.72
L15	S28°55'06"E	257.22
L16	S40°26'55"W	70.84
L17	S20°25'53"E	500.40

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	41°06'48"	417.00	299.22
C2	29°19'55"	518.00	265.18
C3	16°01'45"	1850.00	517.56
C4	25°49'10"	522.76	235.57
C5	29°26'30"	784.23	402.98
C6	25°20'45"	500.00	221.18
C7	61°20'13"	246.52	263.90
C8	43°05'07"	659.37	495.83
C9	22°27'37"	700.00	274.41



DETAIL

SCALE: 1"=100'

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LAND USE AREA EXHIBIT

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PARCEL 4

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P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-IV.DWG (06-28-05)

EXHIBIT "B"

EASEMENT NOTES

23 THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDED 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 THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 17, 1957 IN BOOK 4072 PAGE 65; NOVEMBER 7, 1966 IN BOOK 8097 PAGE 232; JUNE 21, 1972 IN BOOK 10184 PAGE 868 AND IN BOOK 10184 PAGE 899, ALL OF OFFICIAL RECORDS.

24 AN EASEMENT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR PUBLIC UTILITIES RECORDED MAY 21, 1959 IN BOOK 4723 PAGE 206, OF OFFICIAL RECORDS. (NOT PLOTTABLE AS DESCRIBED)

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEED RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-01233328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATE OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

(52) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR WATER PIPELINES RECORDED JANUARY 30, 1979 IN BOOK 13017 PAGE 1222 OF OFFICIAL RECORDS.

(53) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR SEWER FACILITIES RECORDED JULY 19, 1979 IN BOOK 13234 PAGE 780 OF OFFICIAL RECORDS.

(54) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR SEWER FACILITIES RECORDED JULY 19, 1979 IN BOOK 13234 PAGE 780 OF OFFICIAL RECORDS.

(62) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR STREET AND HIGHWAY PURPOSES RECORDED OCTOBER 8, 1980 IN BOOK 13781 PAGE 419 OF OFFICIAL RECORDS.

(64) AN EASEMENT FOR DRAINAGE DITCHES RECORDED JANUARY 28, 1981 IN BOOK 13927 PAGE 1483 OF OFFICIAL RECORDS.

(75) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR ROAD PURPOSES RECORDED OCTOBER 10, 1985 AS INSTRUMENT NO. 85-390260 OF OFFICIAL RECORDS.

81 EASEMENTS FOR AIRCRAFT IN AND OVER THE AIR SPACE OVER THE LAND HEREIN DESCRIBED AND ADJACENT LANDS FOR JET AIRCRAFT OF HELICOPTER FLIGHTS TO OR FROM THE MARINE CORPS AIR STATIONS AT EL TORO AND/OR TUSTIN A NOTICE OR WHICH BY THE IRVINE COMPANY OR ADVISE FROM THE UNITED STATES MARINE CORPS, MARINE CORPS AIR BASES, WESTERN AREA WAS RECORDED FEBRUARY 4, 1986 AS DOCUMENT NO. 86-0479080 IN OFFICIAL RECORDS, ORANGE COUNTY.

(107) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR PUBLIC UTILITIES RECORDED OCTOBER 24, 2000 AS INSTRUMENT NO. 20000570758 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 4
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

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DRAWN: RJL
CHECKED: RL
4 OF 4

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT H\EA H-IV.DWG (06-28-05)

EXHIBIT "I"

GRANT DEED FORM

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 of which is hereby acknowledged, Heritage Fields LLC, a Delaware limited liability company, hereby grants to the CITY OF IRVINE, a California charter city, that certain real property located in the City of Irvine, County of Orange, State of California, described in the legal description attached hereto as Exhibit "I-1" and incorporated herein by this reference.

Dated: _____, 2005

Heritage Fields LLC, a Delaware limited liability company

By: Lennar-LNR Heritage Fields LLC, a Delaware limited liability company
Its: Administrative Member

By: Lennar Homes of California, Inc., a California corporation
Its: Managing Member

_____

By: Robert L. Santos
Its: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, personally known to me (or 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.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing Grant Deed, from Heritage Fields LLC, a Delaware limited liability company, to the City of Irvine ("City") is hereby accepted by the undersigned officer of the City, on behalf of the City, pursuant to authority conferred by Resolution No. ___ adopted by the City on _____, and City consents to the recordation thereof by its undersigned duly authorized officer.

CITY OF IRVINE

By: _____

Its: _____

ATTEST:

_____
City Clerk

EXHIBIT "I-1"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "I-1"

LEGAL DESCRIPTION OF PROPERTY

PARCEL I

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT I-I

PARCEL II

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT I-II

PARCEL III

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT I-IIÍ

PARCEL IV

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT I-IV

EXHIBIT I-I
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1

A STRIP OF LAND 500.00 FEET IN WIDTH, OF WHICH THE SOUTHEASTERLY LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 84.98 FEET TO THE **TRUE POINT OF BEGINNING,**
SOUTH 40°12'23" WEST 123.50 TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17",
SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2768.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28",
SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, SOUTHWESTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND
SOUTH 42°16'45" WEST 235.22 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT HEREINAFTER REFERRED TO AS **POINT "B"**;

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE SOUTHERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND NORTHERLY ON THE NORTHEASTERLY LINE OF SAID LOT 271.

CONTAINING 95.972 ACRES, MORE OR LESS.

PARCEL G-5

COMMENCING AT THE HEREINBEFORE MENTIONED **POINT "B"**;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:
NORTH 49°51'20" WEST 281.26 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, NORTHWESTERLY 219.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'10" TO THE **TRUE POINT OF BEGINNING**; CONTINUING ALONG SAID CURVE AND SOUTHWESTERLY LINE, 1354.25 FEET THROUGH A CENTRAL ANGLE OF 77°35'33",
AND NORTH 49°14'49" WEST 30.01 FEET;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°10'58" EAST 2739.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 990.00 FEET; THENCE NORTHEASTERLY 935.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°07'50";
THENCE SOUTH 85°41'12" EAST 2.28 FEET TO A POINT IN THE WESTERLY LINE OF HEREINABOVE DESCRIBED PARCEL G-1; THENCE ALONG SAID WESTERLY PARCEL LINE THE FOLLOWING COURSES;

SOUTH 00°00'00" WEST 938.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1900.00 FEET, SOUTHWESTERLY 2191.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28", SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3000.00 FEET, SOUTHWESTERLY 1246.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND SOUTH 42°16'45" WEST 229.75 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 106.973 ACRES, MORE OR LESS.

PARCEL G-8A

COMMENCING AT THE HEREINBEFORE DESCRIBED POINT "A";
THENCE ALONG SAID FORMER CENTERLINE OF IRVINE BOULEVARD
NORTH 49°21'16" WEST 1254.21 FEET;
THENCE LEAVING SAID FORMER CENTERLINE NORTH 40°38'44" EAST 30.00 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED TO THE UNITED STATES OF AMERICA RECORDED JULY 29, 1976 IN BOOK 11831, PAGE 1058 OF OFFICIAL RECORDS IN SAID OFFICE OF THE ORANGE COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND NORTH 40°37'48" EAST 20.00 FEET TO A LINE PARALLEL WITH AND 20.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LAND AND THE **TRUE POINT OF BEGINNING;**
~~THENCE ALONG SAID PARALLEL LINE NORTH 49°21'16" WEST 1280.00 FEET TO A~~
POINT HEREINAFTER REFERRED TO AS **POINT "C"**;
THENCE LEAVING SAID PARALLEL LINE NORTH 40°38'44" EAST 580.00 FEET;
THENCE NORTH 87°43'15" EAST 895.48 FEET;

THENCE SOUTH 49°22'04" EAST 624.01 FEET TO SAID SOUTHEASTERLY LINE; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 40°37'48" WEST 1190.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 30.370 ACRES, MORE OR LESS.

PARCEL G-8B

A STRIP OF LAND 50.00 FEET WIDE, FOR STORM DRAIN CHANNEL PURPOSES, THE SOUTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS;

BEGINNING AT THE HEREINBEFORE DESCRIBED **POINT "C";**
THENCE ALONG THE PROLONGATION OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-8A NORTH 49°21'16" WEST 1294.74 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1.

SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID NORTHWESTERLY LINE OF SAID PARCEL 1.

CONTAINING 1.486 ACRES, MORE OR LESS.

PARCEL G-8C

A STRIP OF LAND 40.00 FEET IN WIDTH, FOR STORM DRAIN PURPOSES, THE NORTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID PARCEL 1, HAVING A BEARING AND DISTANCE OF "N40°35'49"E 5281.99 FEET", AS SHOWN ON SAID INSTRUMENT NO. 2005_____;
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 40°35'49" WEST 5281.99.

THE SIDELINE OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE NORTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "S49°21'55"E 1315.00 AND SOUTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "N49°19'46"W 913.00 FEET" AS SHOWN ON SAID INSTRUMENT NO. 2005_____.

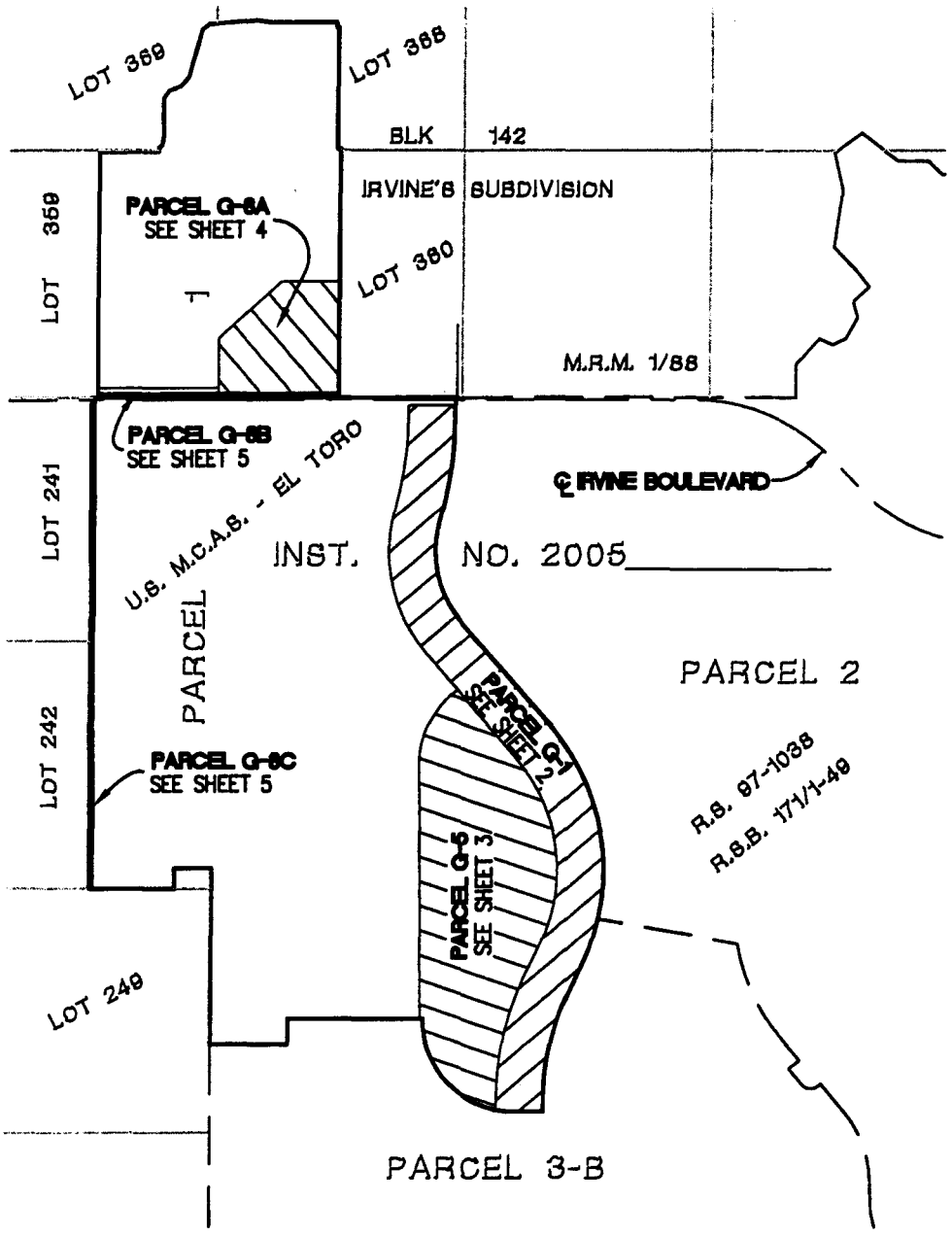
CONTAINING 4.850 ACRES, MORE OR LESS.

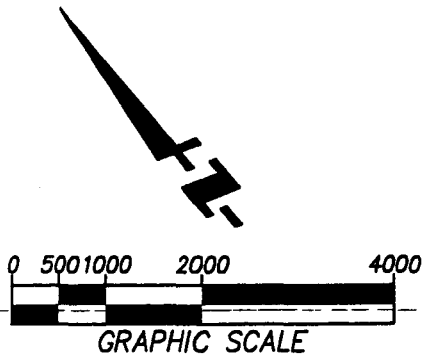
ALL OF THE ABOVE PARCELS G-1, G-5, G-8A, G-8B, AND G-8C ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF..

ALL OF THE ABOVE PARCELS, DESCRIBED AS G-1, G-5, G-8A, G-8B, AND G-8C ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 1 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 1

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

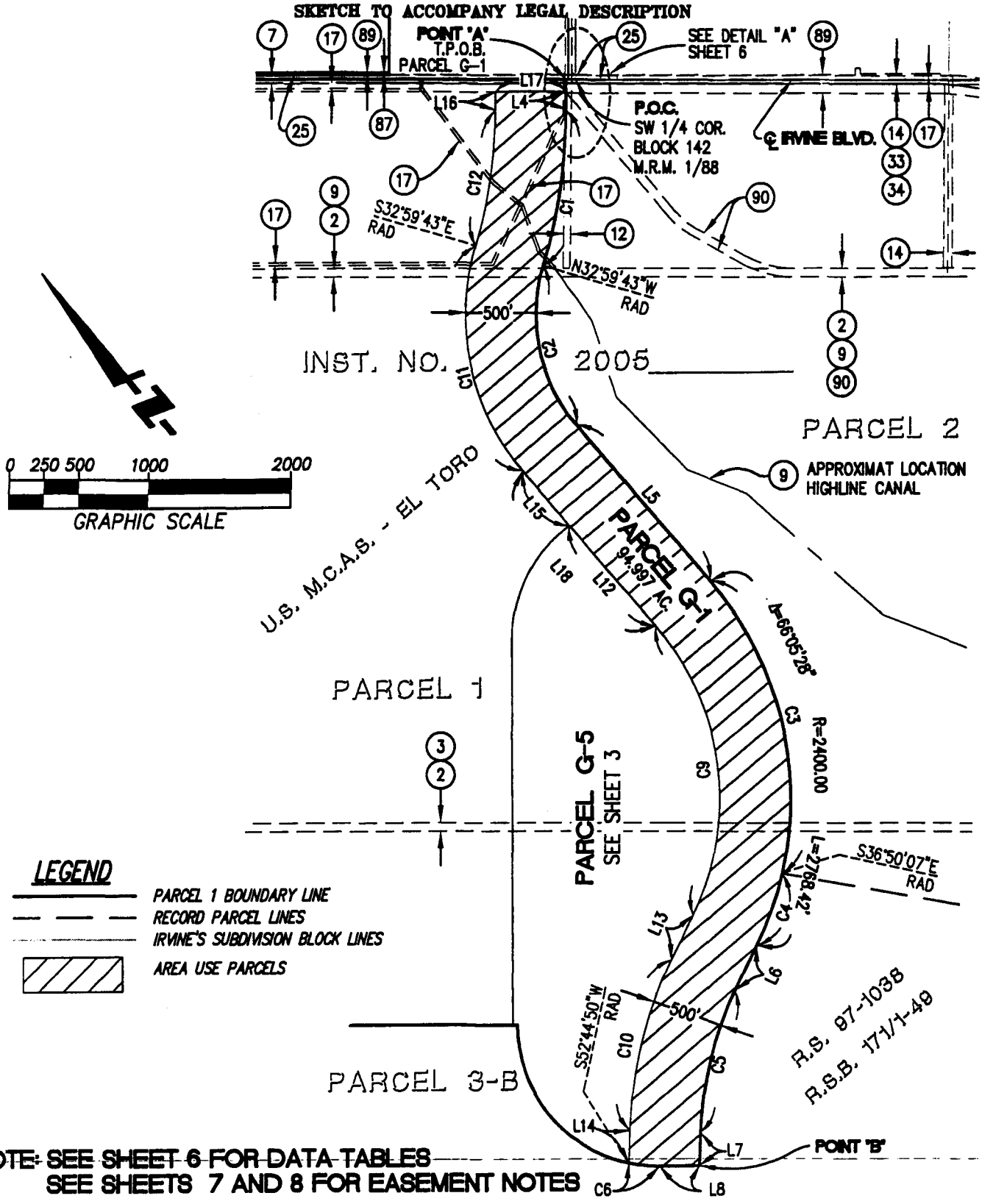
1 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-1.DWG (06-28-05)

EXHIBIT I-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 6 FOR DATA TABLES
SEE SHEETS 7 AND 8 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

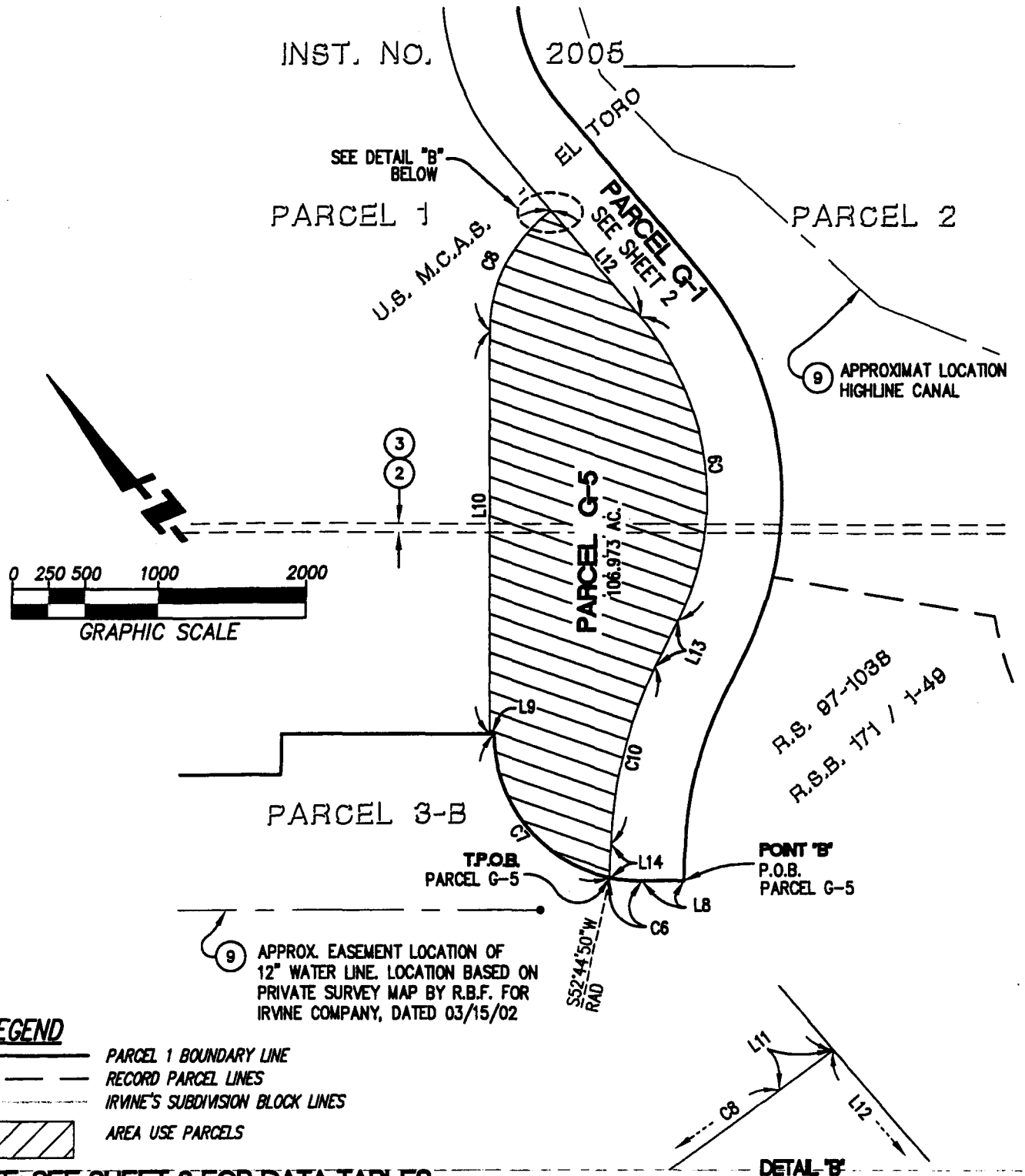
2 OF 8

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EXHIBIT I-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 1 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEET 6 FOR DATA TABLES
SEE SHEETS 7 AND 8 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

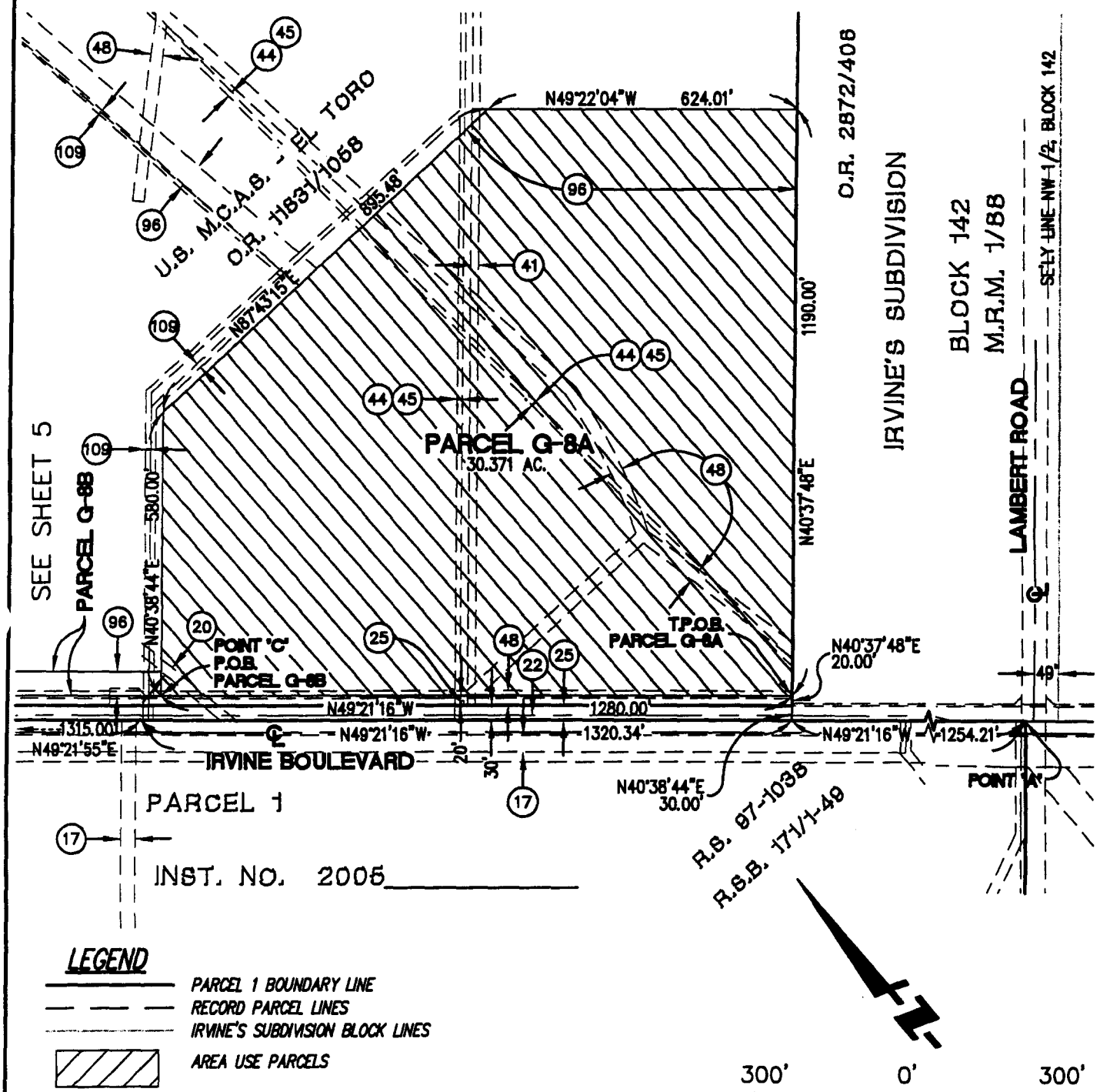
3 OF 8

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EXHIBIT I-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- *PARCEL 1 BOUNDARY LINE*
- *RECORD PARCEL LINES*
- *IRVINE'S SUBDIVISION BLOCK LINES*
- *AREA USE PARCELS*

NOTE: SEE SHEET 6 FOR DATA TABLES
SEE SHEETS 7 AND 8 FOR EASEMENT NOTES

GRAPHIC SCALE: 1" = 300'

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=300'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

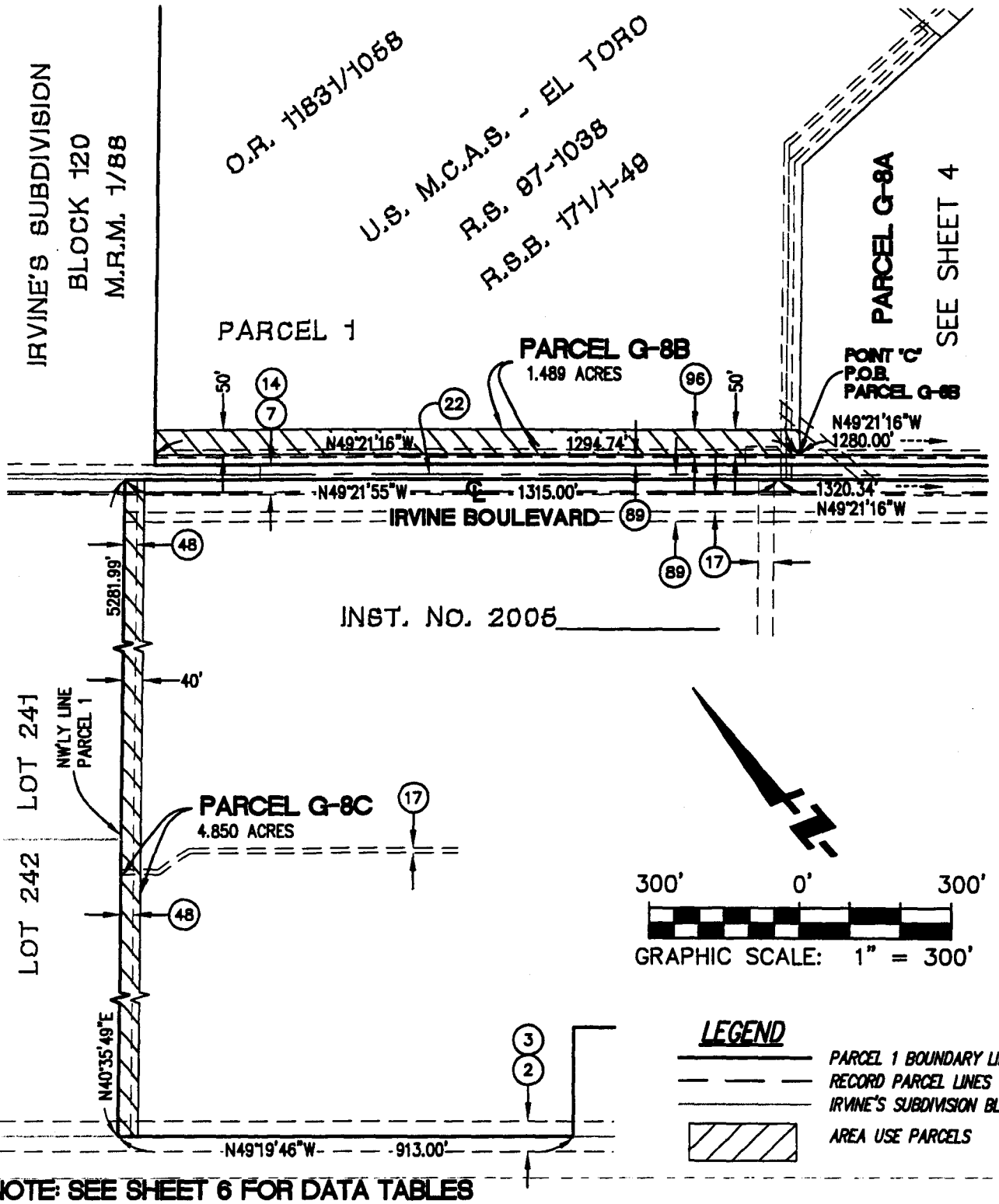
4 OF 8

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EXHIBIT I-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 6 FOR DATA TABLES
SEE SHEETS 7 AND 8 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=300'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

5 OF 8

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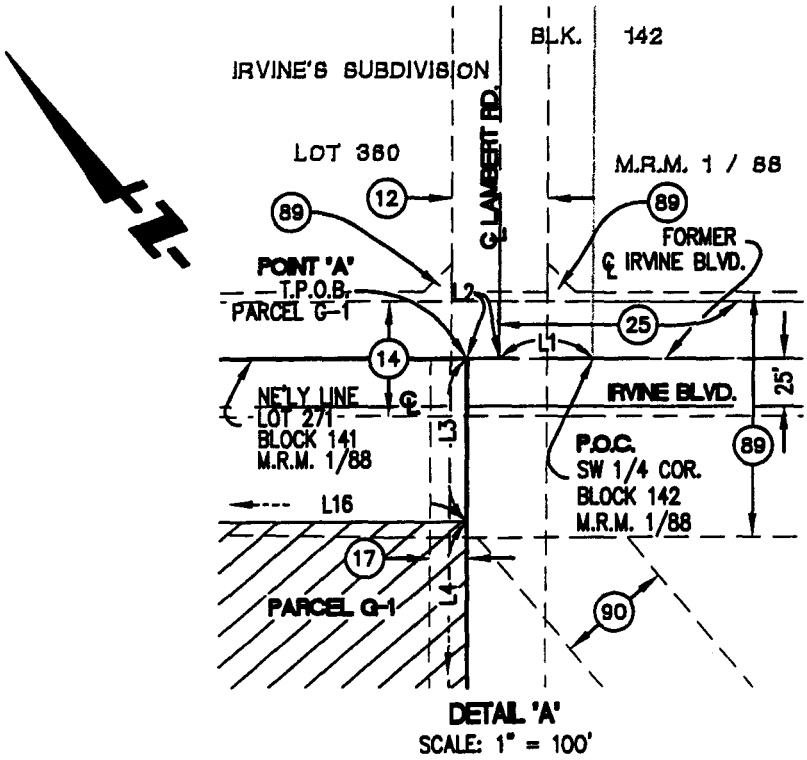
EXHIBIT I-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°21'16"W	49.00
L2	N49°21'16"W	17.14
L3	N40°12'23"E	84.98
L4	N40°12'23"E	123.50
L5	N00°00'00"E	1456.34
L6	N66°05'28"E	353.80
L7	N42°16'45"E	235.22
L8	N49°51'20"W	281.26
L9	N49°14'49"W	30.01
L10	N40°10'58"E	2739.54
L11	N85°41'12"W	2.28
L12	N00°00'00"E	938.79
L13	N66°05'28"E	353.80
L14	N42°16'45"E	229.75
L15	N00°00'00"E	517.54
L16	N40°12'23"E	127.33
L17	N49°21'16"W	500.01
L18	N00°00'00"E	1456.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°47'54"	3776.61	1107.25
C2	57°00'17"	1200.00	1193.90
C3	53°09'53"	2400.00	2226.96
C4	12°55'35"	2400.00	541.46
C5	23°48'43"	2500.00	1038.99
C6	12°36'10"	1000.00	219.96
C7	77°35'33"	1000.00	1354.25
C8	54°07'50"	990.00	935.31
C9	66°05'28"	1900.00	2191.66
C10	23°48'43"	3000.00	1246.79
C11	57°00'17"	1700.00	1691.36
C12	16°47'54"	3276.61	960.66



DETAIL 'A'

SCALE: 1" = 100'

NOTE: SEE SHEET 6 FOR DATA TABLES
SEE SHEETS 7 AND 8 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 1

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=100'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-I.DWG (06-28-05)

EXHIBIT I-I

EXHIBIT "B"

EASEMENT NOTES

(2) RIGHTS OF WAY FOR ROAD AND INCIDENTAL PURPOSES WITHIN A 60 FOOT STRIP FOR TRABUCO ROAD AS DESCRIBED IN DEEDS TO THE COUNTY OF ORANGE RECORDED FEBRUARY 26, 1906 IN BOOK 123 PAGE 316 OF DEEDS; AND RECORDED JUNE 17, 1943 IN BOOK 1195, PAGE 287 AND JULY 1, 1944 IN BOOK 1263, PAGE 136, BOTH OF OFFICIAL RECORDS.

(3) AN EASEMENT FOR PUBLIC HIGHWAY AND INCIDENTAL PURPOSES AS SET FORTH IN AN INSTRUMENT RECORDED OCTOBER 9, 1914 IN BOOK 259 PAGE 314 OF DEEDS.

(7) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR PUBLIC HIGHWAY PURPOSES RECORDED MARCH 13, 1924 IN BOOK 512 PAGE 378 OF DEEDS.

(9) RIGHTS OF WAY FOR GUNITE CANAL, CANAL ACCESS, WATER TRANSPORTATION, PUBLIC ROAD AND PIPELINES AS DISCLOSED BY THE FINAL JUDGMENT AND DECREE OF CONDEMNATION RENDERED IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION IN AN ACTION ENTITLED UNITED STATES OF AMERICA, PLAINTIFF VS. 2318,833 ACRES OF LAND, AND OTHERS, DEFENDANTS CASE NO. 250-Y CIVIL, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, A CERTIFIED COPY OF WHICH DECREE WAS RECORDED JULY 12, 1944 IN BOOK 1264 PAGE 154 AND RECORDED NOVEMBER 3, 1949 IN BOOK 1923 PAGE 151, BOTH OF OFFICIAL RECORDS.

(12) ANY RIGHT OF WAY OVER A STRIP OF LAND, 50 FEET IN WIDTH, THROUGH THE NORTHEASTERLY PORTION OF SAID BLOCK 141 FOR A PUBLIC HIGHWAY KNOWN AS LAMBERT ROAD, AS CONVEYED TO THE COUNTY OF ORANGE BY DEED RECORDED DECEMBER 8, 1947 IN BOOK 1597 PAGE 504 OF OFFICIAL RECORDS.

NOTE: BY RESOLUTION NO. 60-17 ADOPTED JANUARY 6, 1960 BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY ADDITIONAL PORTIONS OF TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS OF ALL UTILITIES LOCATED THEREIN; A CERTIFIED COPY OF SUCH RESOLUTION WAS RECORDED JANUARY 12, 1960 IN BOOK 5050, PAGE 577 OF OFFICIAL RECORDS.

(14) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR GAS DISTRIBUTION FACILITIES RECORDED MAY 29, 1953 IN BOOK 2512 PAGE 120 AND IN BOOK 2512, PAGE 124, BOTH OF OFFICIAL RECORDS.

(17) EASEMENTS FOR WATER AND FUEL PIPE LINES, STORM DRAINS, GUNITE CANAL, UTILITIES, RAILROAD SPUR ETC., ROADS AND INCIDENTAL PURPOSES, AS SET OUT IN DECREE ENTERED AUGUST 27, 1953 AND SUPPLEMENTAL JUDGMENT ENTERED JULY 7, 1960, AND UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, IN THE MATTER OF THE UNITED STATES OF AMERICA VS. THE IRVINE COMPANY AND OTHERS IN THE UNITED STATES DISTRICT COURT CERTIFIED COPIES OF WHICH DECREES WERE RESPECTIVELY RECORDED SEPTEMBER 1, 1953 IN BOOK 2567, PAGE 100; JULY 13, 1960 IN BOOK 5327, PAGE 139; AND OCTOBER 31, 1978 IN BOOK 12904 PAGE 1756, ALL OF OFFICIAL RECORDS.

(20) A PERPETUAL EASEMENT TO TRANSPORT WATER IN AND THROUGH THOSE PORTIONS OF AN EXISTING CANAL, CONNECTION PIPELINES AND OTHER APPURTENANCES, AND FOR UNDERGROUND WATER PIPELINES, AND INCIDENTAL PURPOSES, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, AS GRANTED TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CORPORATION, IN DEED RECORDED NOVEMBER 18, 1954 IN BOOK 2872 PAGE 406, OF OFFICIAL RECORDS.

NOTE: PORTIONS OF SAID RIGHTS OF WAY WERE CONVEYED TO THE UNITED OF STATES OF AMERICA BY AN INSTRUMENT RECORDED OCTOBER 17, 1974 IN BOOK 11266 PAGE 1442 OF OFFICIAL RECORDS.

(22) ANY EASEMENT FOR AN AVIATION FUEL PIPE LINE, 5 FEET IN WIDTH, FROM THE USA AIR FACILITY AT NORWALK TO THE U.S. MARINE CORPS AIR STATION AT EL TORO, CALIFORNIA, AS DESCRIBED IN THE DECLARATION OF TAKING ENTERED APRIL 16, 1956 IN ACTION UNITED STATES OF AMERICA VS. CERTAIN PARCELS OF LAND ETC., ET AL., CASE NO. 16687-WN IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION, A CERTIFIED COPY OF WHICH DECLARATION WAS RECORDED APRIL 18, 1956 IN BOOK 3479 PAGE 136 OF OFFICIAL RECORDS.

(25) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JANUARY 6, 1960 IN BOOK 5044 PAGE 89 OF OFFICIAL RECORDS.

(34) EASEMENTS AS SHOWN ON A MAP ATTACHED TO A NOTICE OF NON-RESPONSIBILITY, RECORDED JULY 30, 1968 IN BOOK 8675 PAGE 916 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-I.DWG (06-28-05)

EXHIBIT I-I

EXHIBIT "B"

EASEMENT NOTES

(41) A NON-EXCLUSIVE EASEMENT, AFFECTING A PORTION OF THE LAND, 15 FEET IN WIDTH, FOR GAS PIPES, MAINS, METERING, REGULATING AND OTHER APPURTENANCES, AS GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, IN DEED RECORDED OCTOBER 24, 1972 IN BOOK 10959, PAGE 599, OFFICIAL RECORDS.

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEED RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-01233328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATE OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

81 EASEMENTS FOR AIRCRAFT IN AND OVER THE AIR SPACE OVER THE LAND HEREIN DESCRIBED AND ADJACENT LANDS FOR JET AIRCRAFT OR HELICOPTER FLIGHTS TO OR FROM THE MARINE CORPS AIR STATIONS AT EL TORO AND/OR TUSTIN A NOTICE OR WHICH BY THE IRVINE COMPANY OR ADVISE FROM THE UNITED STATES MARINE CORPS, MARINE CORPS AIR BASES, WESTERN AREA WAS RECORDED FEBRUARY 4, 1986 AS DOCUMENT NO. 86-047980 IN OFFICIAL RECORDS, ORANGE COUNTY. (BLANKET IN NATURE)

(87) A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF ORANGE, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 30, 1989 AS INSTRUMENT NO. 89-650713 OF OFFICIAL RECORDS.

(89) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR ROAD PURPOSES RECORDED MARCH 19, 1992 AS INSTRUMENT NO. 92-167127 OF OFFICIAL RECORDS.

(90) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR SANITARY SEWER, STORM DRAINS, PIPELINES, PUBLIC UTILITIES RECORDED MARCH 26, 1996 AS INSTRUMENT NO. 19960144770 OF OFFICIAL RECORDS.

(96) AN EASEMENT IN FAVOR OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL FACILITIES RECORDED OCTOBER 30, 1997 AS INSTRUMENT NO. 19970545819 OF OFFICIAL RECORDS.

(109) AN EASEMENT IN FAVOR OF THE IRVINE COMPANY FOR WATER PIPELINES RECORDED OCTOBER 4, 2002 AS INSTRUMENT NO. 20020860195 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: R.J.L.
CHECKED: R.L.
8 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-I.DWG (06-28-05)

EXHIBIT I-I

EXHIBIT I-II
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B:

PARCEL G-1A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17"; SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; THENCE NORTHEASTERLY 2088.02 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°58'08";
THENCE NORTH 88°30'20" EAST 1062.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHEASTERLY 1117.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°40'03" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 307.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 44°09'43" EAST; THENCE NORTHEASTERLY 246.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'13";
THENCE NORTH 00°12'56" WEST 257.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 641.35 FEET; THENCE NORTHEASTERLY 620.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°26'56" TO THE SOUTHWESTERLY LINE OF IRVINE BOULEVARD, 120.00 FEET WIDE,

AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°46'03" WEST; THENCE SOUTHEASTERLY 54.45 FEET ALONG SAID CURVE AND SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 1°30'52" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°15'11" WEST;
THENCE NORTH 49°19'24" WEST 17.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 69°53'06" WEST; THENCE SOUTHEASTERLY 381.56 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°48'28" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 62°04'38" WEST; THENCE SOUTHEASTERLY 698.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'51" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°38'47" WEST;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 01°54'27" EAST 38.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 958.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 46°21'30" EAST; THENCE SOUTHWESTERLY 258.85 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'53";
THENCE SOUTH 59°07'23" WEST 922.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1958.00 FEET; THENCE WESTERLY 1004.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'57";
THENCE SOUTH 88°30'20" WEST 866.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 92.00 FEET; THENCE WESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 80°14'40" WEST 193.41 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;
THENCE SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; THENCE SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
THENCE SOUTH 08°19'32" EAST 43.50 FEET;
THENCE SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'48";
THENCE SOUTH 02°11'28" EAST 836.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY 879.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°58'17" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°50'15" WEST; THENCE SOUTHEASTERLY 231.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°35'51" TO A POINT OF NON-TANGENCY, SAID POINT HEREINAFTER REFERRED TO AS **POINT "C"**, A RADIAL LINE TO SAID POINT BEARS NORTH 29°14'24" EAST;
THENCE SOUTH 69°08'43" WEST 68.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50";
THENCE SOUTH 05°08'53" WEST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE

SOUTHWESTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23";
THENCE SOUTH 35°43'16" WEST 66.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET AND A CENTRAL ANGLE OF 128°16'17"; THENCE NORTHWESTERLY 852.89 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 29°39'08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY 69.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°10'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 49°14'30" EAST; THENCE NORTHWESTERLY 10.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°48'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°25'50" WEST; THENCE NORTHERLY 79.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°13'34" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 858.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, A CENTRAL ANGLE OF 38°31'40"; THENCE NORTHEASTERLY 556.30 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°08'56";
THENCE NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1242.00 FEET; THENCE NORTHEASTERLY 842.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
THENCE NORTH 00°57'09" EAST 510.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 12°12'09" EAST 183.43 FEET;
THENCE NORTH 00°57'09" EAST 30.00 FEET;
THENCE NORTH 89°02'51" WEST 96.09 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID PARCEL 2, CITED AS SOUTH 00°57'09" WEST 276.56 FEET;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 00°57'09" EAST 276.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHEASTERLY 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12" TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 119.023 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "C"**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 29°14'24" WEST; THENCE EASTERLY 613.37 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°55'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 14°41'21" WEST; THENCE

EASTERLY 531.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'08";
THENCE SOUTH 74°15'13" EAST 447.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY 375.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°00'50";
THENCE NORTH 62°43'57" EAST 289.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY 277.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°52'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2360.00 FEET, A RADIAL LINE TO LAST SAID BEGINNING BEARS NORTH 43°08'57" WEST; THENCE NORTHEASTERLY 1978.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°02'15";
THENCE SOUTH 85°06'42" EAST 247.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 797.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";
THENCE NORTH 37°46'20" EAST 533.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 633.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°20'15";
THENCE NORTH 83°06'35" EAST 66.73 FEET TO THE WESTERLY LINE OF IRVINE BOULEVARD, 130.00 FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1940.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83°02'18" EAST; THENCE SOUTHERLY 326.89 FEET ALONG SAID CURVE AND WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°39'16";
THENCE SOUTH 02°41'34" WEST 109.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 283.99 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°35'05" EAST; THENCE LEAVING SAID WESTERLY LINE SOUTHWESTERLY 252.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°55'47" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 03°39'18" WEST; THENCE SOUTHWESTERLY 254.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°34'22";
THENCE SOUTH 37°46'20" WEST 360.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY 1156.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";
THENCE NORTH 85°06'42" WEST 234.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 1078.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'30";
THENCE SOUTH 63°59'48" WEST 246.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 625.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°54'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°54'52" EAST; THENCE SOUTHWESTERLY 488.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°57'31" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 08°57'21" WEST; THENCE

WESTERLY 127.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'17" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°36'38" EAST; THENCE WESTERLY 357.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°38'06" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 13°01'28" EAST; THENCE WESTERLY 204.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'23";
THENCE NORTH 88°40'55" WEST 421.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 750.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°59'13";
THENCE SOUTH 05°19'52" WEST 463.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 48.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°34'20";
THENCE SOUTH 10°54'12" WEST 291.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 315.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°08'58";
THENCE SOUTH 25°14'46" EAST 145.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 217.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°55'11";
THENCE SOUTH 00°19'35" EAST 254.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY 598.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°01'12";
THENCE SOUTH 49°20'47" EAST 40.76 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'13"E 951.44';
THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE SOUTH 40°39'13" WEST 475.35 FEET;
THENCE SOUTH 49°20'18" EAST 228.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHEASTERLY 644.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°21'50";
THENCE SOUTH 22°58'28" EAST 412.58 FEET TO A POINT ON THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'42"E 780.00';
THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°39'42" WEST 305.82 FEET,
NORTH 49°20'18" WEST 1220.06 FEET AND NORTH 49°20'21" WEST 568.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 50°31'48" EAST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET, AND A CENTRAL ANGLE OF 128°16'17"; THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 2, NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY 2696.50 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 93°44'56" TO A POINT ON THE EASTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A,

BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST;
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 35°43'16" EAST 66.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23",
NORTH 05°08'53" EAST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50" AND NORTH 69°08'43" EAST 68.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 133.308 ACRES, MORE OR LESS.

PARCEL G-4A

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF IRVINE BOULEVARD, SHOWN AS N02°41'27"E 332.04' ON SAID RECORD OF SURVEY 97-1038, THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 02°41'27" EAST 332.04 FEET,
SOUTH 49°15'52" EAST 8.88 FEET,
NORTH 02°41'34" EAST 444.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2070.00 FEET, NORTHERLY 117.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'56" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST,
NORTH 89°25'38" EAST 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2085.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST, NORTHERLY AND NORTHWESTERLY 1774.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°45'03" AND NORTH 49°19'25" WEST 72.07 FEET;
THENCE LEAVING SAID EASTERLY LINE NORTH 40°40'35" EAST 136.29 FEET;
THENCE SOUTH 49°37'06" EAST 2277.11 FEET;
THENCE SOUTH 43°05'49" EAST 709.84 FEET;
THENCE NORTH 74°22'29" EAST 103.59 FEET;
THENCE SOUTH 49°16'11" EAST 77.99 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "D"**;
THENCE SOUTH 70°30'52" WEST 1520.79 FEET TO THE NORTHERLY LINE OF LOT 302 OF SAID IRVINE'S SUBDIVISION;
THENCE ALONG SAID NORTHERLY LINE NORTH 49°15'52" WEST 282.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1255.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 75°24'08" EAST;
THENCE LEAVING SAID NORTHERLY LINE, SOUTHERLY 278.46 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°42'46" TO THE **POINT OF BEGINNING**.

CONTAINING 44.150 ACRES MORE OR LESS.

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING COURSES:

SOUTH 00°00'00" WEST 901.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHERLY AND SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 108.510 ACRES, MORE OR LESS.

PARCEL G-5B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "B"**;
THENCE ALONG THE SOUTHEASTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A THE FOLLOWING COURSES:

SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
SOUTH 08°19'32" EAST 43.50 FEET;
SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'49" AND SOUTH 02°11'28" EAST 457.44 FEET;
THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 89°02'51" EAST 774.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET; THENCE NORTHEASTERLY 1296.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°31'47";.
THENCE NORTH 01°25'22" EAST 330.06 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHERLY 158.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°44'54";
THENCE NORTH 08°19'32" WEST 554.19 FEET;
THENCE NORTH 08°24'36" WEST 165.34 FEET TO THE **POINT OF BEGINNING.**

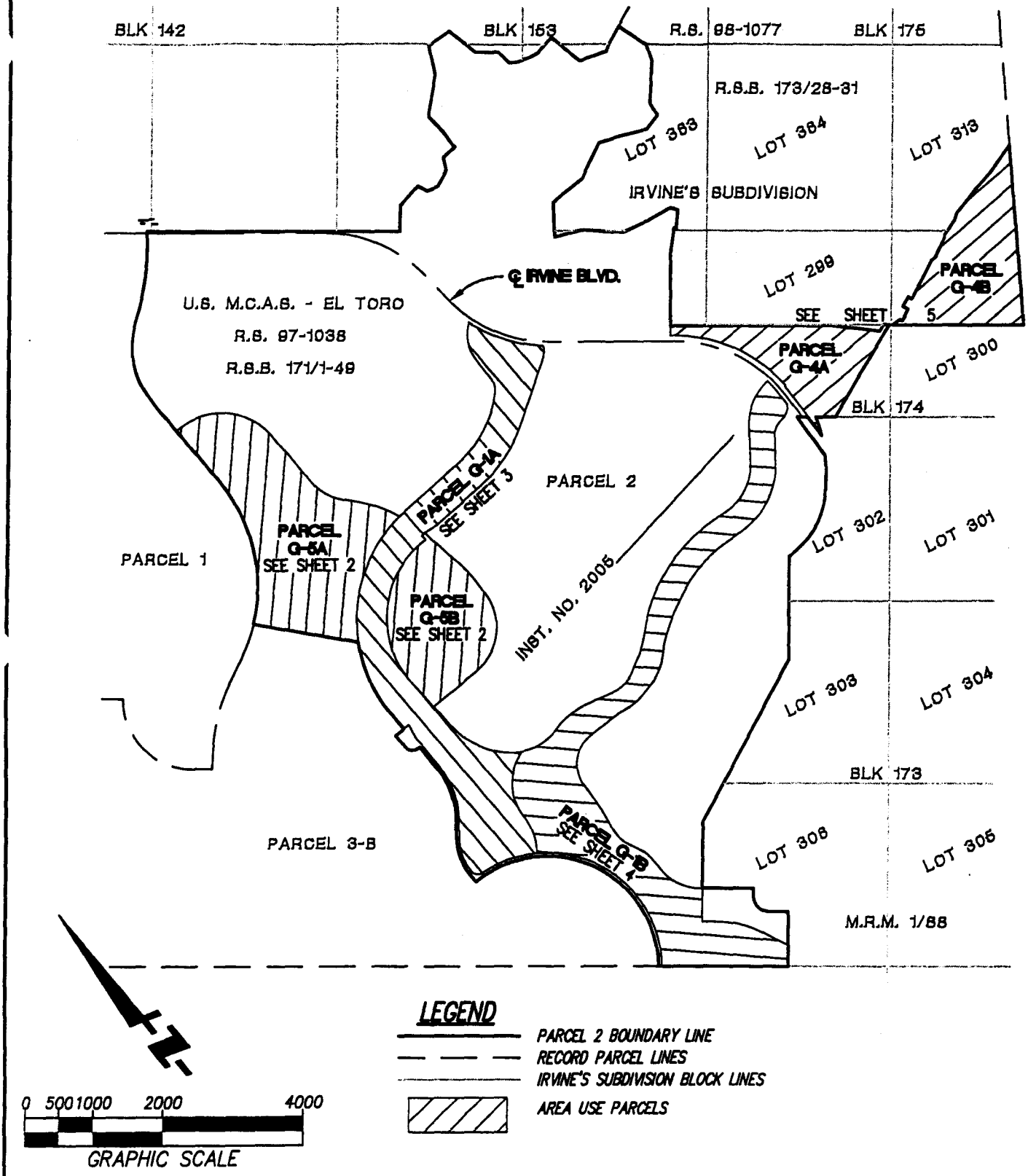
CONTAINING 58.469 ACRES, MORE OR LESS.

ALL OF THE ABOVE DESCRIBED PARCELS AS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

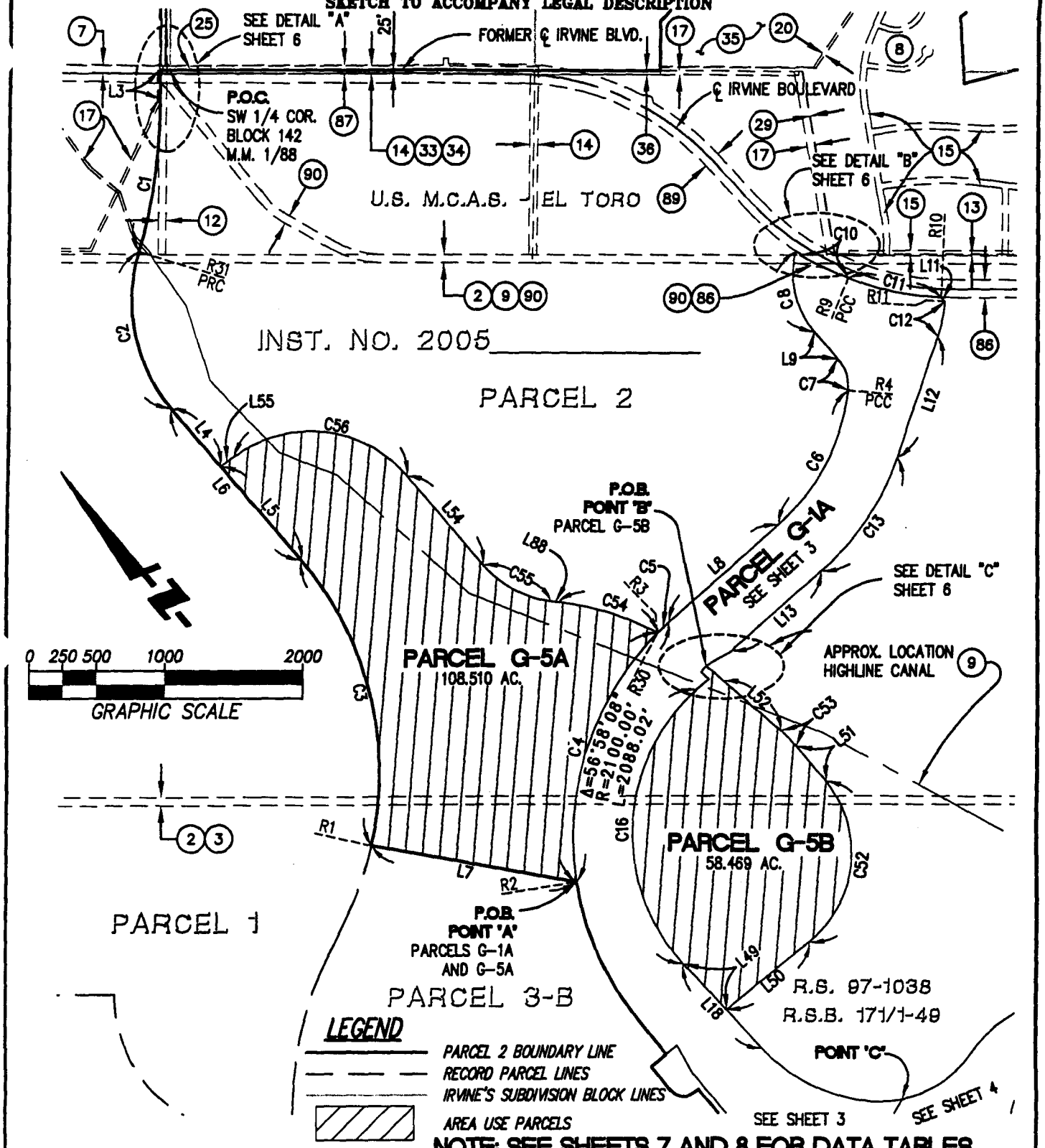
1 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-II.DWG (06-28-05)

EXHIBIT I–II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
SEE SHEETS 9 -12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

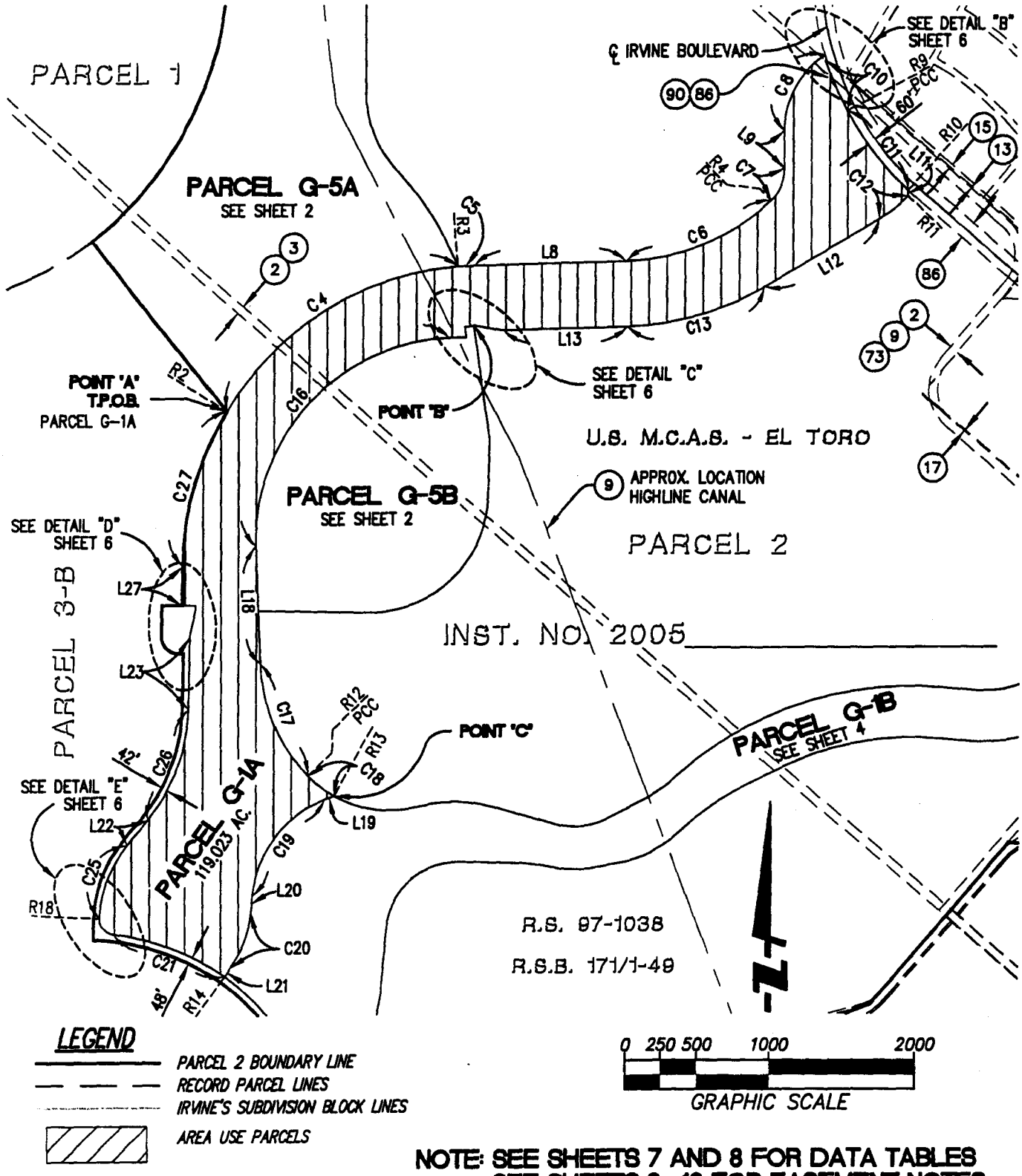
2 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-II.DWG (06-28-05)

EXHIBIT I-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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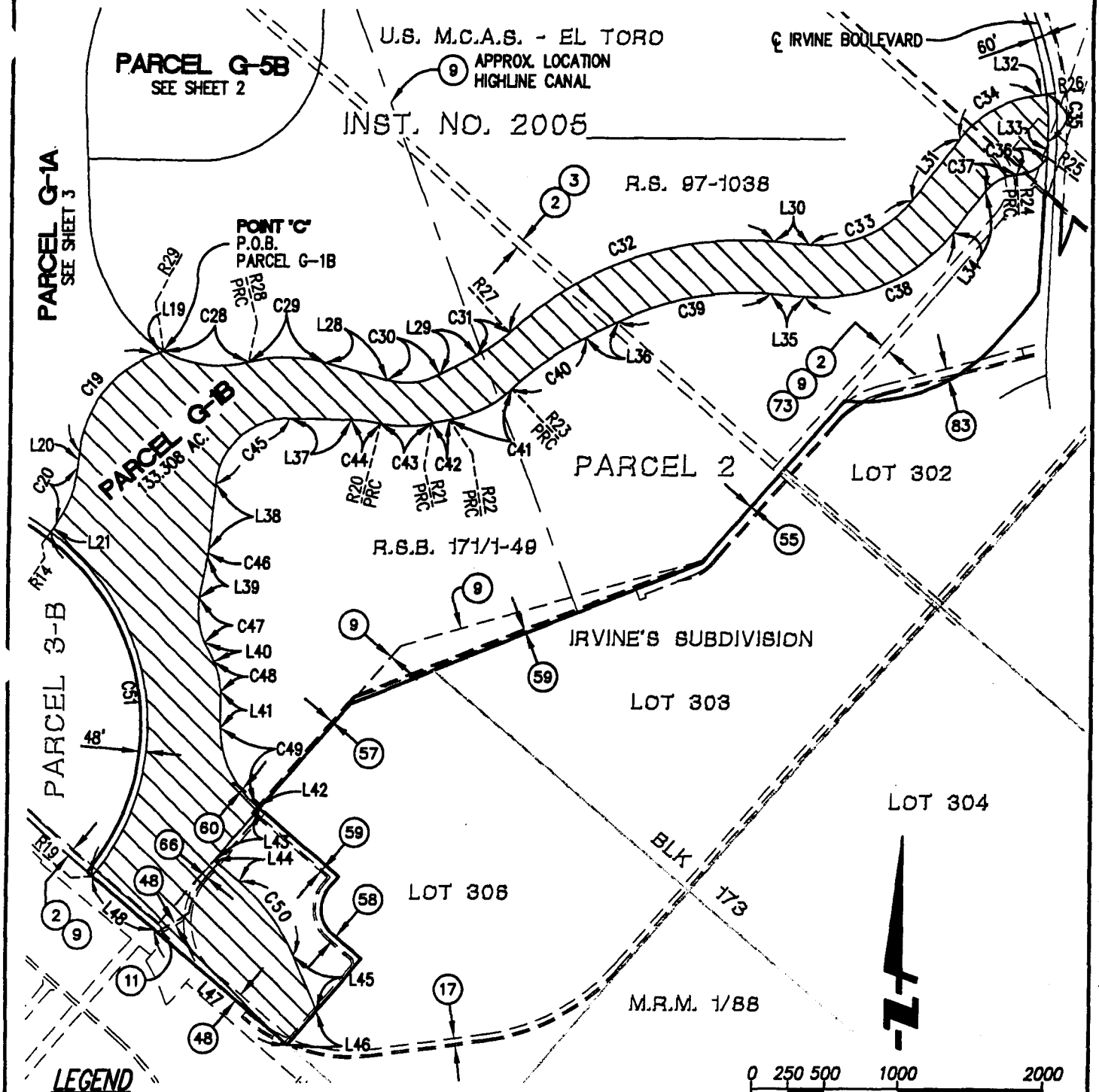
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P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-II.DWG (06-28-05)

EXHIBIT I-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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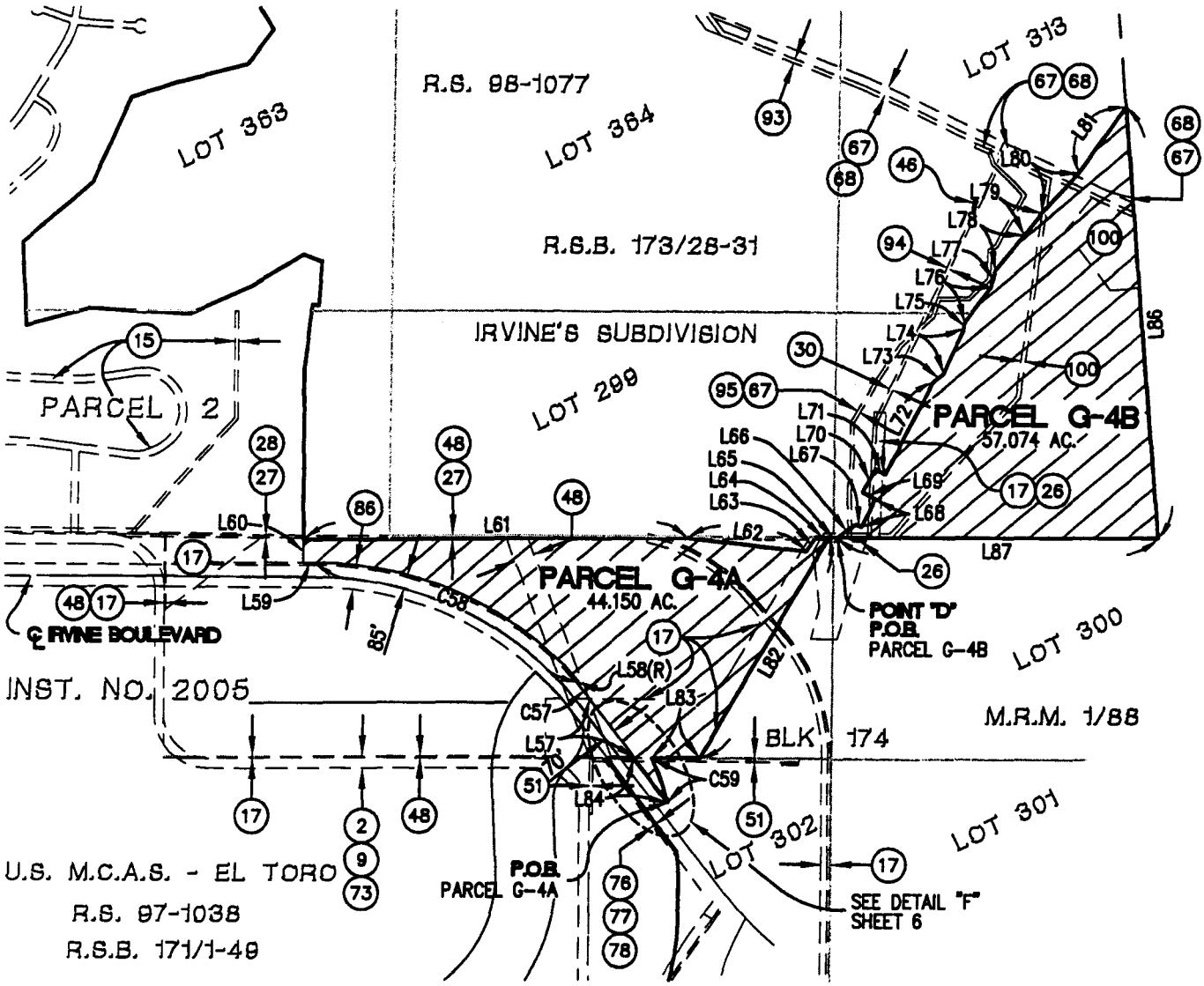
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JN: 544.01.01
DRAWN: RJL
CHECKED: RL

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EXHIBIT I-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 2 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

0 250 500 1000 2000

GRAPHIC SCALE

NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
SEE SHEETS 9 -12 FOR EASEMENT NOTES

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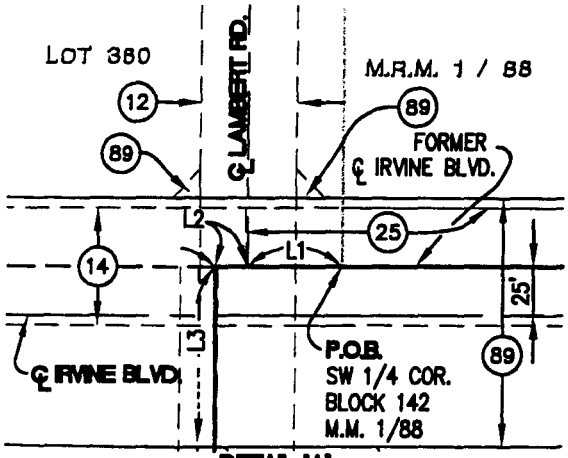
DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

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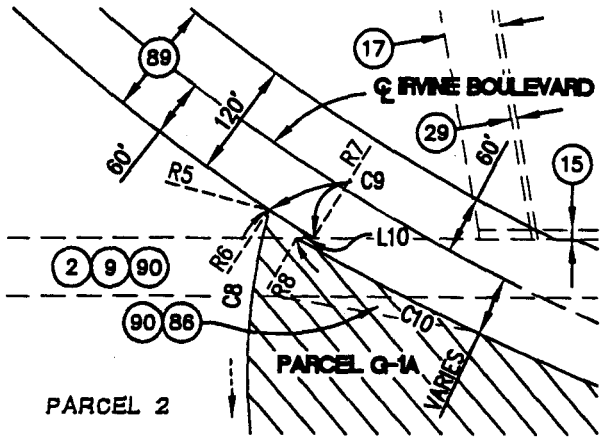
EXHIBIT I-II

EXHIBIT "B"

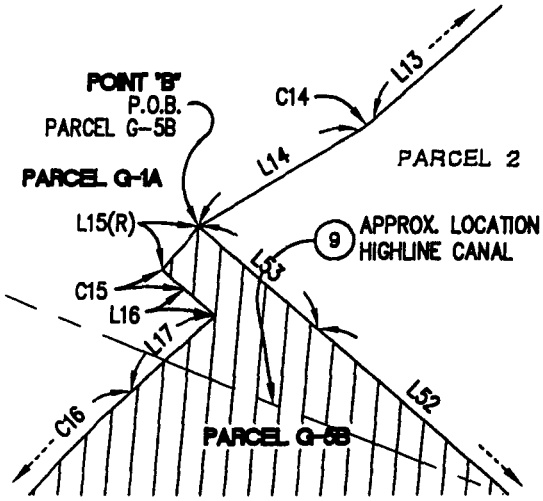
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



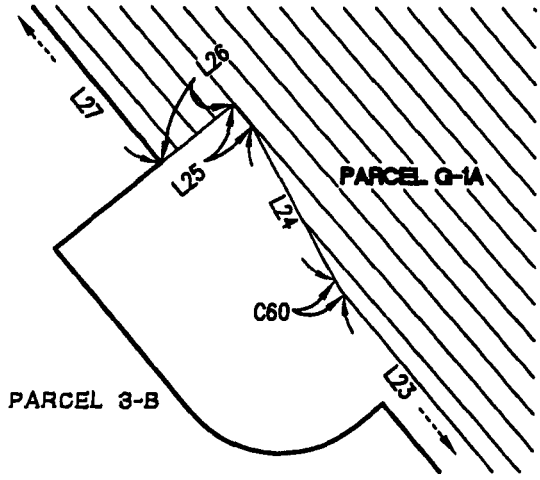
DETAIL 'A'
SCALE: 1" = 100'



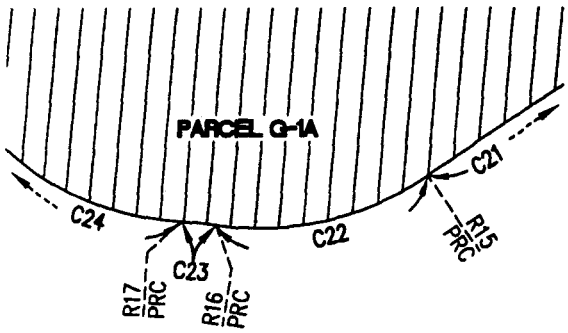
DETAIL 'B'
SCALE: 1" = 200'



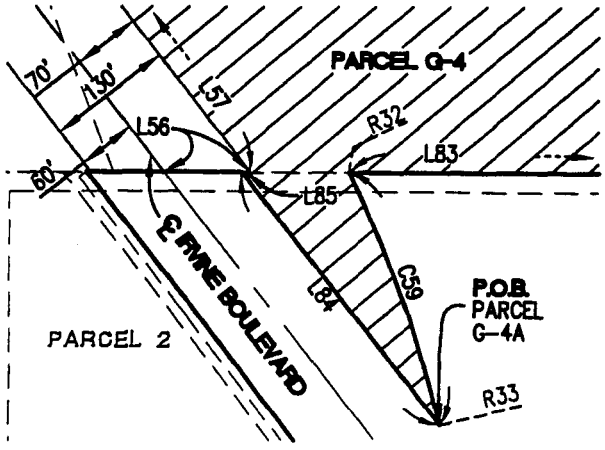
DETAIL 'C'
SCALE: 1" = 200'



DETAIL 'D'
SCALE: 1" = 200'



DETAIL 'E'
SCALE: 1" = 60'



DETAIL 'F'
SCALE: 1" = 200'

NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES
SEE SHEETS 9 -12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: VARIES
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

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EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°21'16"W	49.00
L2	N49°21'16"W	17.14
L3	N40°12'23"E	208.48
L4	N00°00'00"E	555.26
L5	N00°00'00"E	901.08
L6	N00°00'00"E	1456.34
L7	N39°16'19"W	1519.69
L8	N88°30'20"E	1062.83
L9	N00°12'56"W	257.64
L10	N49°19'24"W	17.66
L11	N01°54'27"W	38.89
L12	N59°07'23"E	922.58
L13	N88°30'20"E	866.00
L14	N80°14'40"W	193.41
L15(R)	N80°47'15"E	60.00
L16	N08°19'32"W	43.50
L17	N88°30'20"E	118.63
L18	N02°11'28"W	836.78
L19	N69°08'43"E	68.90
L20	N05°08'53"E	110.19
L21	N35°43'16"E	66.83
L22	N39°48'20"E	226.79
L23	N00°57'09"E	510.33
L24	N12°12'09"E	183.43
L25	N00°57'09"E	30.00
L26	N89°02'51"W	96.09
L27	N00°57'09"E	276.56
L28	N74°15'13"W	447.80
L29	N62°43'57"E	289.33
L30	N85°06'42"W	247.72
L31	N37°46'20"E	533.87
L32	N83°06'35"E	66.73
L33	N02°41'34"E	109.19
L34	N37°46'20"E	360.41
L35	N85°06'42"W	234.54
L36	N63°59'48"E	246.66
L37	N88°40'55"W	421.57
L38	N05°19'52"E	463.65
L39	N10°54'12"E	291.68
L40	N25°14'46"W	145.57
L41	N00°19'35"W	254.95
L42	N49°20'47"W	40.76
L43	N40°39'13"E	475.35
L44	N49°20'18"W	228.78

LINE TABLE		
LINE	BEARING	LENGTH
L45	N22°58'28"W	412.58
L46	N40°39'42"E	305.82
L47	N49°20'18"W	1220.06
L48	N49°20'21"W	568.15
L49	N02°11'28"W	457.44
L50	N89°02'51"W	774.16
L51	N01°25'22"E	330.06
L52	N08°19'32"W	554.19
L53	N08°24'36"W	165.34
L54	N00°00'00"E	863.33
L55	N85°08'52"W	118.59
L56	N49°15'52"W	88.88
L57	N02°41'34"E	444.84
L58(R)	N89°25'38"E	15.00
L59	N49°19'25"W	72.07
L60	N40°40'35"E	136.29
L61	N49°37'06"W	2277.11
L62	N43°05'49"W	709.84
L63	N74°22'29"E	103.59
L64	N49°16'11"W	77.99
L65	N49°16'11"W	45.06
L66	N84°39'33"W	132.97
L67	N23°59'33"W	37.00
L68	N65°30'27"E	184.71
L69	N21°00'30"W	83.12
L70	N68°59'30"E	155.00
L71	N21°00'30"W	65.00
L72	N67°20'15"E	612.07
L73	N88°45'15"E	78.87
L74	N64°40'15"E	290.62
L75	N44°40'15"E	34.25
L76	N75°55'15"E	257.59
L77	N55°15'15"E	103.32
L78	N79°45'15"E	265.63
L79	N78°20'15"E	165.87
L80	N82°25'15"E	320.43
L81	N76°05'15"E	476.64
L82	N70°30'52"E	1520.79
L83	N49°15'52"W	282.44
L84	N02°41'27"E	332.04
L85	N49°15'52"W	8.88
L86	N35°55'17"E	2559.12
L87	N49°16'11"W	1876.05
L88	N42°54'17"W	48.35

(R) DENOTES RADIAL LINE

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-II.DWG (06-28-05)

EXHIBIT I-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°47'55"	3776.61	1107.26
C2	57°00'17"	1200.00	1193.91
C3	53°09'53"	2400.00	2226.96
C4	53°50'38"	2100.00	1973.48
C5	3°07'30"	2100.00	114.54
C6	42°40'03"	1500.00	1117.03
C7	46°03'13"	307.00	246.76
C8	55°26'56"	641.35	620.68
C9	1°30'52"	2060.00	54.45
C10	7°48'28"	2800.00	381.56
C11	19°25'51"	2060.00	698.61
C12	15°28'53"	958.00	258.85
C13	29°22'57"	1958.00	1004.10
C14	11°15'00"	92.00	18.06
C15	0°53'13"	1970.00	30.50
C16	90°41'48"	1400.00	2216.14
C17	41°58'17"	1200.00	879.05
C18	16°35'51"	800.00	231.75
C19	63°59'50"	800.00	893.57
C20	30°34'23"	800.00	426.88
C21	29°39'08"	1648.00	852.89
C22	43°10'22"	92.00	69.32
C23	5°48'40"	108.00	10.95
C24	49°13'34"	92.00	79.04
C25	37°08'56"	858.00	556.30
C26	38°51'11"	1242.00	842.22
C27	31°32'12"	2100.00	1155.88
C28	43°55'45"	800.00	613.37
C29	30°26'08"	1000.00	531.20
C30	43°00'50"	500.00	375.37

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C31	15°52'54"	1000.00	277.19
C32	48°02'15"	2360.00	1978.65
C33	57°06'58"	800.00	797.49
C34	45°20'14"	800.00	633.03
C35	9°39'16"	1940.00	326.89
C36	50°55'47"	283.99	252.44
C37	48°34'22"	300.00	254.33
C38	57°06'58"	1160.00	1156.36
C39	30°53'30"	2000.00	1078.32
C40	17°54'40"	2000.00	625.22
C41	34°57'31"	800.00	488.11
C42	3°39'17"	2000.00	127.57
C43	25°38'06"	800.00	357.93
C44	11°42'23"	1000.00	204.32
C45	85°59'13"	500.00	750.38
C46	5°34'20"	500.00	48.63
C47	36°08'58"	500.00	315.46
C48	24°55'11"	500.00	217.46
C49	49°01'12"	700.00	598.89
C50	26°21'50"	1400.00	644.19
C51	93°44'56"	1648.00	2696.50
C52	89°31'47"	830.00	1296.95
C53	9°44'54"	930.00	158.23
C54	21°35'57"	2030.00	765.26
C55	42°54'17"	770.00	576.60
C56	85°41'12"	930.00	1390.83
C57	3°15'56"	2070.00	117.98
C58	48°45'03"	2085.00	1774.05
C59	12°42'46"	1255.00	278.46
C60	11°15'00"	92.00	18.06

RADIAL TABLE	
RAD	BEARING
R1	N36°50'07"W
R2	N58°27'48"W
R3	N04°37'10"W
R4	S44°09'43"E
R5	N34°46'00"W
R6	N73°46'03"E
R7	S72°15'11"W
R8	N69°53'06"E
R9	S62°04'38"W
R10	S42°38'47"W
R11	N46°21'30"W
R12	S45°50'15"W
R13	N29°14'24"E
R14	N35°43'16"E
R15	N06°04'08"E
R16	N49°14'30"E

RADIAL TABLE	
RAD	BEARING
R17	S43°25'50"W
R18	N87°20'36"W
R19	S50°31'48"E
R20	N13°01'28"E
R21	N12°36'38"W
R22	N08°57'21"W
R23	N43°54'52"W
R24	N03°39'18"W
R25	N54°35'05"W
R26	N83°02'18"E
R27	N43°08'57"W
R28	N14°41'21"W
R29	N29°14'24"E
R30	N68°41'40"E
R31	N32°59'43"W
R32	N75°24'08"W
R33	N62°41'22"W

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-II.DWG (06-28-05)

EXHIBIT I-II

EXHIBIT "B"

EASEMENT NOTES

1 AN EASEMENT FOR ROAD PURPOSES RECORDED APRIL 2, 1895 IN BOOK 95 PAGE 316 OF DEEDS. (DOES NOT AFFECT)

(2) RIGHTS OF WAY FOR ROAD AND INCIDENTAL PURPOSES WITHIN A 60 FOOT STRIP FOR TRABUCO ROAD AS DESCRIBED IN DEEDS TO THE COUNTY OF ORANGE RECORDED FEBRUARY 26, 1906 IN BOOK 123 PAGE 316 OF DEEDS; AND RECORDED JUNE 17, 1943 IN BOOK 1195, PAGE 287 AND JULY 1, 1944 IN BOOK 1263, PAGE 136, BOTH OF OFFICIAL RECORDS.

NOTE 1: BY RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY DATED NOVEMBER 17, 1942 A PORTION OF LAMBERT AND TRABUCO ROAD WITHIN THE EL TORO NAVAL AIR BASE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 12, PAGE 42 OF RECORD OF SURVEYS WAS VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED NOVEMBER 20, 1942 IN BOOK 1169, PAGE 556 OF OFFICIAL RECORDS.

NOTE 2: BY RESOLUTION NO. 60-17 ADOPTED JANUARY 6, 1960 BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY ADDITIONAL PORTIONS OF TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN, A CERTIFIED COPY OF SUCH RESOLUTION WAS RECORDED JANUARY 12, 1960 IN BOOK 5050, PAGE 577 OF OFFICIAL RECORDS.

NOTE 3: BY RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, DATED DECEMBER 12, 1984, PORTIONS OF IRVINE BOULEVARD/TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED JANUARY 8, 1985 AS INSTRUMENT NO. 85-005008 OF OFFICIAL RECORDS.

(3) AN EASEMENT FOR PULIC HIGHWAY AND INCIDENTAL PURPOSES RECORDED OCTOBER 9, 1914 IN BOOK 259 PAGE 314 OF DEEDS.

5 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL DISTRIBUTION FACILITIES RECORDED MARCH 4, 1918 IN BOOK 318 PAGE 240 AND AS AMENDED AND CHANGED BY AGREEMENT RECORDED JULY 31, 1943 IN BOOK 1204 PAGE 171, BOTH OF OFFICIAL RECORDS. (CAN NOT BE PLOTTED PER RECORD DATA.)

(7) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR PUBLIC HIGHWAY RECORDED MARCH 13, 1924 IN BOOK 512 PAGE 378 OF DEEDS.

(8) RIGHTS OF WAY FOR PIPE LINES AND THE TERMS AND CONDITIONS OF AN AGREEMENT DATED FEBRUARY 16, 1925, RECORDED JULY 15, 1925 IN BOOK 596 PAGE 61 OF DEEDS AND IN THE AGREEMENT DATED SEPTEMBER 1, 1927 RECORDED JULY 28, 1928 IN BOOK 179 PAGE 466 OF OFFICIAL RECORDS AND IN THE AGREEMENT DATED MARCH 1, 1945, RECORDED APRIL 14, 1960 IN BOOK 5194 PAGE 189 OF OFFICIAL RECORDS, BETWEEN THE IRVINE COMPANY, A CORPORATION AND RAY LAMBERT RELATING TO WATER WELLS AND PUMPING PLANT LOCATED ON OTHER LAND.

NOTE: PORTIONS OF SAID WELL SITE AND RIGHTS OF WAY WERE CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENTS RECORDED MAY 9, 1972 IN BOOK 10117 PAGES 253 AND 255 OF OFFICIAL RECORDS.

(9) RIGHTS OF WAY FOR GUNITE CANAL, CANAL ACCESS, WATER TRANSPORTATION, PUBLIC ROAD AND PIPELINES AS DISCLOSED BY THE FINAL JUDGMENT AND DECREE OF CONDEMNATION RENDERED IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION IN AN ACTION ENTITLED UNITED STATES OF AMERICA, PLAINTIFF VS. 2318,833 ACRES OF LAND, AND OTHERS, DEFENDANTS CASE NO. 2504-Y CIVIL, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, A CERTIFIED COPY OF WHICH DECREE WAS RECORDED JULY 12, 1944 IN BOOK 1264 PAGE 154 AND RECORDED NOVEMBER 3, 1949 IN BOOK 1923 PAGE 151, BOTH OF OFFICIAL RECORDS.

(11) AN EASEMENT FOR PUBLIC UTILITIES RECORDED JANUARY 29, 1943 IN BOOK 1179 PAGE 94, OF OFFICIAL RECORDS.

(12) ANY RIGHT OF WAY OVER A STRIP OF LAND, 50 FEET IN WIDTH, THROUGH THE NORTHEASTERLY PORTION OF SAID BLOCK 141 FOR A PUBLIC HIGHWAY KNOWN AS LAMBERT ROAD, AS CONVEYED TO COUNTY OF ORANGE BY DEED RECORDED DECEMBER 8, 1947 IN BOOK 1597 PAGE 504 OF OFFICIAL RECORDS.

NOTE: BY RESOLUTION NO. 60-17 ADOPTED JANUARY 6, 1960 BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY ADDITIONAL PORTIONS OF TRABUCO ROAD WERE VACATED AND ABANDONED SUBJECT TO SUCH EASEMENTS FOR ALL UTILITIES LOCATED THEREIN; A CERTIFIED COPY OF SUCH RESOLUTION WAS RECORDED JANUARY 12, 1960 IN BOOK 5050, PAGE 577 OF OFFICIAL RECORDS.

(13) AN EASEMENT FOR PIPELINES AND PUBLIC UTILITIES RECORDED SEPTEMBER 16, 1952 IN BOOK 2383 PAGE 521, OF OFFICIAL RECORDS.

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EXHIBIT I-II

EXHIBIT 'B'

EASEMENT NOTES

(14) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR GAS DISTRIBUTION FACILITIES RECORDED MAY 29, 1953 IN BOOK 2512 PAGE 120 AND IN BOOK 2512 PAGE 124, BOTH OF OFFICIAL RECORDS.

(15) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY FOR GAS PIPELINES RECORDED JULY 3, 1953 IN BOOK 2532 PAGE 521, OF OFFICIAL RECORDS.

(17) EASEMENTS FOR WATER AND FUEL PIPE LINES, STORM DRAINS, GUNITE CANAL, UTILITIES, RAILROAD SPUR ETC., ROADS AND INCIDENTAL PURPOSES, AS SET OUT IN DECREE ENTERED AUGUST 27, 1953 AND SUPPLEMENTAL JUDGMENT ENTERED JULY 7, 1960, AND UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, IN THE MATTER OF UNITED STATES OF AMERICA VS. THE IRVINE COMPANY AND OTHERS IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 15821-WB CIVIL CERTIFIED COPIES OF WHICH DECREES WERE RESPECTIVELY RECORDED SEPTEMBER 1, 1953 IN BOOK 2567, PAGE 100; JULY 13, 1960 IN BOOK 5327 PAGE 139; AND OCTOBER 31, 1978 IN BOOK 12904 PAGE 1756, ALL OF OFFICIAL RECORDS.

19 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL DISTRIBUTION FACILITIES RECORDED NOVEMBER 3, 1954 IN BOOK 2860 PAGE 54 OF OFFICIAL RECORDS. (SAID EASEMENT CANNOT BE PLOTTED WITH RECORD DATA.)

(20) A PERPETUAL EASEMENT TO TRANSPORT WATER IN AND THROUGH THOSE PORTIONS OF AN EXISTING CANAL, CONNECTING PIPELINES AND OTHER APPURTENANCES, AND FOR UNDERGROUND WATER PIPELINES, AND INCIDENTAL PURPOSES, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, AS GRANTED TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CORPORATION, IN DEED RECORDED NOVEMBER 18, 1954 IN BOOK 2872 PAGE 406, OFFICIAL RECORDS.

NOTE: PORTIONS OF SAID RIGHTS OF WAY WERE CONVEYED TO THE UNITED STATES OF AMERICA BY AN INSTRUMENT RECORDED OCTOBER 17, 1974 IN BOOK 11266 PAGE 1442 OF OFFICIAL RECORDS.

21 AN EASEMENT FOR PUBLIC UTILITIES RECORDED AUGUST 26, 1955 IN BOOK 3190 PAGE 450, OF OFFICIAL RECORDS. (SAID EASEMENT CANNOT BE PLOTTED WITH RECORD DATA.)

(25) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JANUARY 6, 1960 IN BOOK 5044 PAGE 89, OF OFFICIAL RECORDS.

(26) AN EASEMENT IN FAVOR OF COUNTY OF ORANGE FOR ROAD RECORDED JANUARY 20, 1961 IN BOOK 5598 PAGE 163, OF OFFICIAL RECORDS.

(27) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPELINES RECORDED APRIL 27, 1962 IN BOOK 6091 PAGE 544, OF OFFICIAL RECORDS.

(28) AN EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PUBLIC UTILITIES RECORDED JULY 13, 1962 IN BOOK 6178 PAGE 1, OF OFFICIAL RECORDS.

(29) AN EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR PUBLIC UTILITIES RECORDED JUNE 27, 1963 IN BOOK 6608 PAGE 652, OF OFFICIAL RECORDS.

(30) AN EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT, A CALIFORNIA WATER DISTRICT FOR WATER TRANSMISSION PIPELINE RECORDED APRIL 15, 1965 IN BOOK 7484 PAGE 835, OF OFFICIAL RECORDS.

(33) A 100 FOOT CHANNEL AS SHOWN ON A MAP ATTACHED TO A QUITCLAIM DEED TO THE IRVINE COMPANY, A CORPORATION, RECORDED JANUARY 11, 1968 IN BOOK 8490 PAGE 52 OF OFFICIAL RECORDS; AND AS SHOWN ON A MAP ATTACHED TO A NOTICE OF NON-RESPONSIBILITY, RECORDED JULY 30, 1968 IN BOOK 8675 PAGE 916 OF OFFICIAL RECORDS.

(34) EASEMENTS AS SHOWN ON A MAP ATTACHED TO A NOTICE OF NON-RESPONSIBILITY, RECORDED JULY 30, 1968 IN BOOK 8675 PAGE 916 OF OFFICIAL RECORDS.

(35) THE TERMS AND PROVISIONS OF THAT CERTAIN AGREEMENT DATED FEBRUARY 18, 1969 BY AND BETWEEN THE IRVINE COMPANY AND THE COUNTY OF ORANGE FOR LAND CONSERVATION UNDER THE WILLIAMSON ACT OF 1965 ADOPTED JANUARY 29, 1969 UNDER RESOLUTION NO. 69-82 OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED FEBRUARY 25, 1969 IN BOOK 8884 PAGE 300 OF OFFICIAL RECORDS AND THE SUBSEQUENT AMENDMENT THERETO ADOPTED MAY 13, 1969 BY SAID BOARD UNDER RESOLUTION NO. 69-451, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED MAY 13, 1969 IN BOOK 8955 PAGE 899, OFFICIAL RECORDS

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EXHIBIT I-II

EXHIBIT "B"

EASEMENT NOTES

(36) AN EASEMENT IN FAVOR OF DEMLER FARMS, INC. FOR INGRESS, EGRESS PURPOSES RECORDED SEPTEMBER 15, 1969 IN BOOK 9079 PAGE 305 OF OFFICIAL RECORDS

NOTE: SAID EASEMENT WAS CONVEYED TO DAIRY FRESH PRODUCTS COMPANY, A DELAWARE CORPORATION, IN AN INSTRUMENT RECORDED SEPTEMBER 21, 1976 IN BOOK 11895 PAGE 273 OF OFFICIAL RECORDS.

(46) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR WATER TRANSMISSION PIPELINES RECORDED DECEMBER 30, 1977 IN BOOK 12514 PAGE 1177 AND RE-RECORDED JANUARY 16, 1978 IN BOOK 12532 PAGE 736, BOTH OF OFFICIAL RECORDS.

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEEDS RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-0123328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATES OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

(51) A TEMPORARY EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES.

(55) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED AUGUST 1, 1979 IN BOOK 13253 PAGE 695 OF OFFICIAL RECORDS.

(57) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED APRIL 25, 1980 IN BOOK 13588 PAGES 1181 PAGE 1185 OF OFFICIAL RECORDS.

(58) AN EASEMENT FOR SLOPES PURPOSES RECORDED MAY 21, 1980 IN BOOK 13613 PAGE 331 OF OFFICIAL RECORDS.

(59) AN EASEMENT FOR IRRIGATION LINES RECORDED MAY 21, 1980 IN BOOK 13613 PAGE 335 OF OFFICIAL RECORDS.

(60) AN EASEMENT FOR STORM DRAIN PURPOSES RECORDED MAY 21, 1980 IN BOOK 13613 PAGE 340 OF OFFICIAL RECORDS

(66) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED MARCH 23, 1981 IN BOOK 13990 PAGE 1837 OF OFFICIAL RECORDS.

(67) AN EASEMENT IN FAVOR OF MUNICIPAL WATER DISTRICT OF ORANGE COUNTY FOR WATER PIPELINES AND FACILITIES RECORDED JUNE 10, 1981 IN BOOK 14093 PAGE 683 OF OFFICIAL RECORDS.

(68) AN EASEMENT IN FAVOR OF MUNICIPAL WATER DISTRICT OF ORANGE COUNTY FOR WATER PIPELINES AND FACILITIES RECORDED JUNE 10, 1981 IN BOOK 14093 PAGE 689 OF OFFICIAL RECORDS.

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EXHIBIT I-II

EXHIBIT "B"

EASEMENT NOTES

(73) AN EASEMENT AND RIGHT OF ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE AND RENEW SANITARY SEWERS AND STORM DRAINS AND APPURTENANT STRUCTURES, IN, UPON, OVER AND ACROSS ANY HIGHWAY OR PART THEREOF PROPOSED TO BE ABANDONED AND PURSUANT TO ANY EXISTING FRANCHISE OR RENEWALS THEREOF OR OTHERWISE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW AND ENLARGE LINES OF PIPE, CONDUITS, CABLES, WIRES, POLES AND OTHER CONVENIENT STRUCTURES, EQUIPMENT AND FIXTURES FOR THE OPERATION OF GAS PIPELINES, TELEGRAPHIC AND TELEPHONE LINES, RAILROAD LINES AND FOR THE TRANSPORTATION OR DISTRIBUTION OF ELECTRICENERGY, PETROLEUM AND ITS PRODUCTS, AMMONIA, WATER, AND FOR INCIDENTAL PURPOSES, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UPON AND OVER THE HIGHWAY OR PART THEREOF PROPOSED TO BE ABANDONED, AS RESERVED BY THE COUNTY OF ORANGE IN AN INSTRUMENT RECORDED JANUARY 7, 1985 AS INSTRUMENT NO. 85-005008 OF OFFICIAL RECORDS.

(76) AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES, AS SHOWN OR DEDICATED BY PARCEL MAP 84-629, RECORDED IN BOOK 205, PAGES 1 TO 10 INCLUSIVE OF PARCEL MAPS.

(77) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS SHOWN OR DEDICATED BY PARCEL MAP 84-629, RECORDED IN BOOK 205, PAGES 1 TO 10 INCLUSIVE OF PARCEL MAPS.

(78) ALL VEHICULAR ACCESS RIGHTS TO IRVINE BOULEVARD, EXCEPT AT STREET INTERSECTIONS, WERE DEDICATED ON PARCEL MAP 84-629. AFFECTS PARCEL 14 OF PARCEL MAP 84-629.

81 EASEMENTS FOR AIRCRAFT IN AND OVER THE AIR SPACE OVER THE LAND HEREIN DESCRIBED AND ADJACENT LANDS FOR JET AIRCRAFT OR HELICOPTER FLIGHTS TO OR FROM THE MARINE CORPS AIR STATIONS AT EL TORO AND/OR TUSTIN A NOTICE OR WHICH BY THE IRVINE COMPANY OR ADVISE FROM THE UNITED STATES MARINE CORPS, MARINE CORPS AIR BASES, WESTERN AREA WAS RECORDED FEBRUARY 4, 1986 AS DOCUMENT NO. 86-047980 IN OFFICIAL RECORDS, ORANGE COUNTY. (BLANKET IN NATURE)

(83) EASEMENT, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM THE IRVINE COMPANY, AS GRANTOR, TO THE UNITED STATES OF AMERICA, AS GRANTEE, RECORDED DECEMBER 5, 1986 AS INSTRUMENT NO. 86-597360 OF OFFICIAL RECORDS.

(86) A PERPETUAL EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR ROAD FACILITIES AND INCIDENTAL PURPOSES, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 15, 1988 AS INSTRUMENT NO. 88-587111 OF OFFICIAL RECORDS.

NOTE: SAID EASEMENT IS CURRENTLY HELD BY THE STATE OF CALIFORNIA, PURSUANT TO AN INSTRUMENT ENTITLED "ACCEPTANCE OF RETROCESSION OF LEGISLATIVE JURISDICTION" RECORDED MARCH 17, 1993 AS INSTRUMENT NO. 93-0177476 OF OFFICIAL RECORDS;

(87) A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF ORANGE, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 30, 1989 AS INSTRUMENT NO. 89-650713 OF OFFICIAL RECORDS.

(89) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR ROAD PURPOSES RECORDED MARCH 19, 1992 AS INSTRUMENT NO. 92-167127 OF OFFICIAL RECORDS.

(90) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR SANITARY SEWER, STORM DRAINS, PIPELINES, PUBLIC UTILITIES RECORDED MARCH 26, 1996 AS INSTRUMENT NO. 19960144770 OF OFFICIAL RECORDS.

(93) AN EASEMENT IN FAVOR OF LOS ALISOS AND EL TORO WATER DISTRICTS FOR WATER TRANSMISSION RECORDED IN BOOK 6033 PAGE 19 OF OFFICIAL RECORDS.

(94) AN EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT FOR WATER TRANSMISSION PIPELINES RECORDED JUNE 4, 1963 IN BOOK 6574 PAGE 217 OF OFFICIAL RECORDS.

(95) AN EASEMENT IN FAVOR OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION FOR SPILLAGE, DRAINAGE, FLOWAGE RECORDED JULY 14, 1997 AS INSTRUMENT NO. 19970331785 OF OFFICIAL RECORDS.

(100) AN EASEMENT IN FAVOR OF IRVINE RANCH WATER DISTRICT, A WATER DISTRICT ORGANIZED AND EXISTING PURSUANT TO DIVISION 12 OF THE CALIFORNIA WATER CODE, FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A RESERVOIR, PUMPING PLANT AND UNDERGROUND 18 INCH WATER PIPELINE AND APPURTENANCES RECORDED DECEMBER 11, 1998 AS INSTRUMENT NO. 19980854149 OF OFFICIAL RECORDS.

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EXHIBIT I-II

EXHIBIT I-III
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 3-A AND 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7A, G-7B AND G-7C:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005_____; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 49°51'20" WEST 167.01 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40°08'40" WEST 30.00 FEET;
THENCE SOUTH 28°53'40" WEST 183.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 758.00 FEET; THENCE SOUTHWESTERLY 564.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 592.00 FEET; THENCE SOUTHWESTERLY 346.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'58" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS
SOUTH 40°48'25" EAST; THENCE WESTERLY 67.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°05'24" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 01°16'59" EAST; THENCE WESTERLY 10.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°40'32" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°23'33" EAST; THENCE WESTERLY 77.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°11'23" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 1352.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°47'50" WEST; THENCE NORTHWESTERLY 324.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°45'59";
THENCE NORTH 32°26'11" WEST 126.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST; THENCE NORTHEASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET A RADIAL LINE TO SAID POINT BEARS
SOUTH 03°32'03" EAST; THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12";
THENCE NORTH 42°16'45" EAST 541.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°44'50" WEST; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTHEASTERLY 219.96 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'10" AND SOUTH 49°51'20" EAST 114.25 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 21.210 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A NORTH 49°20'18" WEST 1126.27 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 14°06'05" WEST 268.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 628.86 FEET; THENCE SOUTHERLY 358.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'03" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 430.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 71°28'02" EAST; THENCE SOUTHERLY 370.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'02" TO A POINT ON THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGE 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, RECORDS OF SAID COUNTY, BEING SAID POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1850.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 69°30'57" EAST; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARKWAY THE FOLLOWING COURSES:

SOUTHEASTERLY 167.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°10'34,
SOUTH 15°18'29" EAST 44.40 FEET AND SOUTH 59°40'45" EAST 35.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1740.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 14°27'45" EAST; THENCE NORTHEASTERLY 299.98 FEET ALONG SAID CURVE AND NORTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°52'40" TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3-A THE FOLLOWING COURSES:

CONTINUING NORTHEASTERLY 308.54 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°09'35" AND NORTH 55°30'00" EAST 363.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 13.821 ACRES, MORE OR LESS.

PARCEL G-2

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 1;
THENCE SOUTH 45°29'59" WEST 30.13 TO THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 51°23'40" WEST 184.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET; THENCE SOUTHWESTERLY 17.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 847.00 FEET; THENCE SOUTHWESTERLY 630.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 503.00 FEET; THENCE WESTERLY 260.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°43'09" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 36°56'36" WEST; THENCE SOUTHERLY 165.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°54'44";
THENCE SOUTH 49°51'20" EAST 1653.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 440.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE EASTERLY 909.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°31'40";
THENCE SOUTH 88°43'20" EAST 124.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 44°17'42" WEST; THENCE NORTHEASTERLY 2.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°35'01" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°42'41" EAST; THENCE NORTHEASTERLY AND NORTHERLY 72.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°14'09" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 947.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF PARCEL 2 OF SAID INSTRUMENT NO. 2005_____, CITED THEREIN AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, AND A CENTRAL ANGLE OF 38°31'40", A RADIAL LINE TO SAID POINT BEARS
NORTH 87°56'50" WEST; THENCE NORTHERLY 623.99 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°45'10" TO A LINE THAT IS PARALLEL WITH AND 47.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 2;
THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1153.00 FEET; NORTHERLY 781.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
NORTH 00°57'09" EAST 397.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID PARCEL 2, BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°15'13" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

NORTHWESTERLY 179.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°41'56",
AND NORTH 00°57'09" EAST 191.51 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
THENCE NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37";
THENCE NORTH 49°51'20" WEST 116.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 157.504 ACRES, MORE OR LESS.

PARCEL G-3

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3B;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 40°39'31" EAST 788.35 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49°47'37" EAST 218.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 458.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 268.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 360.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°15'05" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°18'44" EAST; THENCE SOUTHERLY 69.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'30" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 86°39'14" WEST; THENCE SOUTHERLY 173.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

92°04'57" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°25'43" WEST; THENCE SOUTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'23";
THENCE SOUTH 49°51'20" EAST 1660.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 411.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE EASTERLY 830.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°52'15";
THENCE SOUTH 40°39'31" WEST 908.25 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3B;
THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49°20'21" WEST 7045.40 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 1 (TRANSFER, BLDG 319)" PER DOCUMENT RECORDED _____ 2005, AS INSTRUMENT NO. 2005_____, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 5 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE, SAID POINT BEING THE **TRUE POINT OF BEGINNING;**
THENCE CONTINUING ALONG SAID COURSE NORTH 49°20'21" WEST 730.00 FEET;
THENCE LEAVING SAID COURSE NORTH 40°31'30" EAST 418.01 FEET;
THENCE SOUTH 49°20'00" EAST 264.56 FEET;
THENCE SOUTH 40°40'00" WEST 50.07 FEET;
THENCE SOUTH 49°20'00" EAST 465.56 FEET;
THENCE SOUTH 40°31'30" WEST 367.87 FEET TO THE **TRUE POINT OF BEGINNING.**

HOME 1, CONTAINING 6.469 ACRES, MORE OR LESS

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 5 (TRANSFER, BLDG 360)" PER DOCUMENT RECORDED _____ 2004, AS INSTRUMENT NO. 2004_____, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 8 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST 3750.65 FEET FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE; THENCE NORTH 40°39'39" EAST 54.73 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 49°14'50" WEST 730.01 FEET;
THENCE NORTH 40°26'50" WEST 312.00 FEET;
THENCE SOUTH 49°14'50" EAST 730.01 FEET;
THENCE SOUTH 40°26'50" EAST 312.00 FEET TO THE **TRUE POINT OF BEGINNING.**

HOME 5, CONTAINING 5.229 ACRES, MORE OR LESS

PARCEL G-3 CONTAINS 124.431 ACRES, (EXCLUDING HOME 1 AND 5) MORE OR LESS.

PARCEL G-5

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005_____; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINE OF SAID PARCEL 3B THE FOLLOWING COURSES:

NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, NORTHEASTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43";
NORTH 66°05'28" EAST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; NORTHEASTERLY 541.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°55'35";
SOUTH 39°16'19" EAST 1519.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; SOUTH 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12";
SOUTH 00°57'09" WEST 276.56 FEET;
NORTH 89°02'51" WEST 141.47 FEET,
AND SOUTH 00°57'09" WEST 30.00 FEET TO THE NORTHERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-2;
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING COURSES:

NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37" AND NORTH 49°51'20" WEST 116.99 FEET;
THENCE NORTH 45°29'59" EAST 30.13 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 105.00 ACRES, MORE OR LESS.

PARCEL G-6

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-B SOUTH 49°21'34" EAST 28.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH

AND 28.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 3B AND THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID PARALLEL LINE SOUTH 40°39'31" WEST 2642.50 FEET;
THENCE LEAVING SAID PARALLEL LINE SOUTH 04°34'03" EAST 38.89 FEET;
THENCE SOUTH 49°47'37" EAST 161.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 428.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 142.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A, BEING THAT CERTAIN NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

EASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 03°32'03" EAST, NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12" AND NORTH 42°16'45" EAST 511.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1030.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°26'20" WEST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 3B CITED AS HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 1574.20 FEET, A CENTRAL ANGLE OF 90°11'43"; THENCE NORTHEASTERLY 1400.63 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 77°54'47" TO A POINT OF NON-TANGENCY ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, A RADIAL LINE TO SAID POINT BEARS NORTH 49°38'53" WEST; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 49°14'49" WEST 1416.32 FEET,
SOUTH 41°14'17" WEST 275.57 FEET AND NORTH 49°21'34" WEST 789.63 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 166.160 ACRES, MORE OR LESS.

PARCEL G-7A

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 FEET TO A LINE THAT IS PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET; NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO A POINT OF NON-TANGENCY ON THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON INSTRUMENT NO. 85-390260, RECORDED OCTOBER 10, 1985, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE TO SAID POINT BEARS NORTH 61°19'58" WEST; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

SOUTH 80°35'11" WEST 462.80 FEET BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1860.00 FEET; WESTERLY 597.92 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°25'06", AND SOUTH 51°48'29" WEST 41.31 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

SOUTH 04°46'49" WEST 227.24 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1352.00 FEET; SOUTHERLY 594.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°12'42" AND SOUTH 20°25'53" EAST 463.43 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 20.006 ACRES, MORE OR LESS.

PARCEL G-7B

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B NORTH 49°20'21" WEST 885.45 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°39'39" EAST 400.00 FEET;
THENCE NORTH 49°20'21" WEST 871.20 FEET;
THENCE SOUTH 40°39'39" WEST 400.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B;
THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 49°20'21" EAST 871.20 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 8.000 ACRES, MORE OR LESS.

PARCEL G-7C

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A SOUTH 49°20'21" EAST 539.43 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 40°39'39" WEST 565.29 FEET TO THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171,

PAGES 1 THROUGH 49 INCLUSIVE, RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 49°20'21" WEST 539.43 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 3A;
THENCE ALONG SAID NORTHWESTERLY LINE NORTH 40°39'38" EAST 565.29 FEET TO THE **POINT OF BEGINNING.**

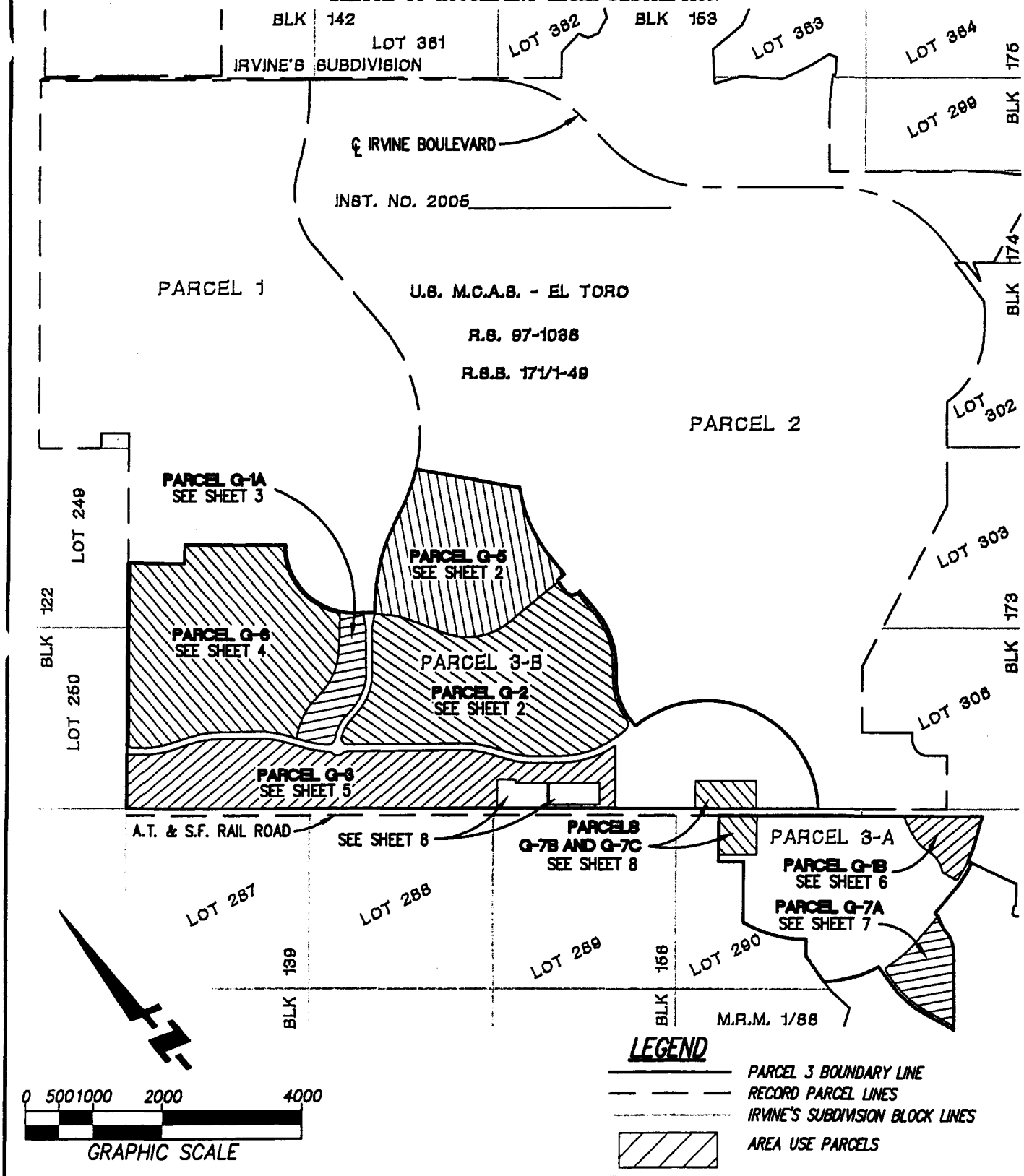
CONTAINING 7.000 ACRES MORE OR LESS.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7A, G-7B, G-7C, HOME 1, AND HOME 5 ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7A, G-7B AND G-7C, ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

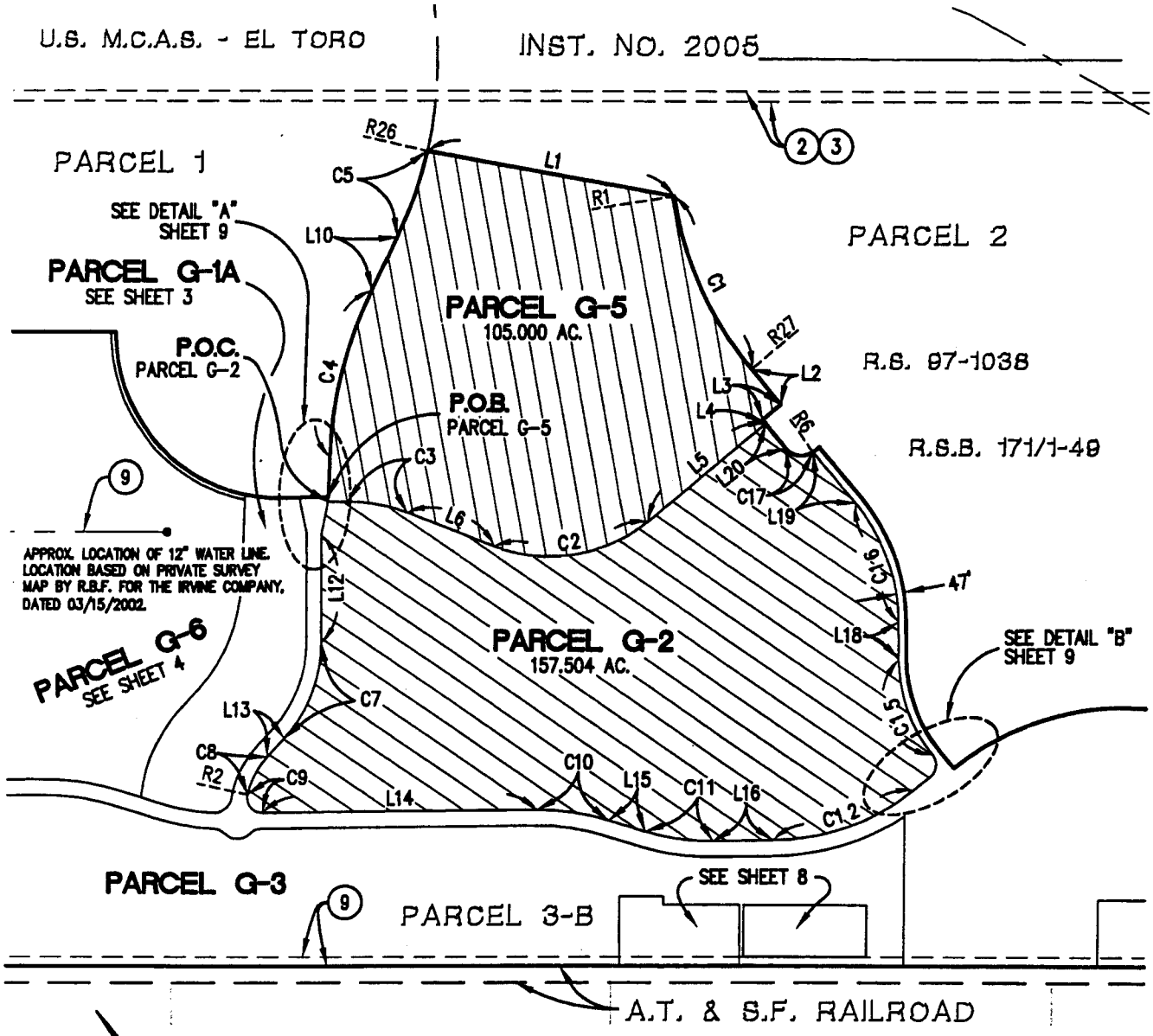
1 OF 12

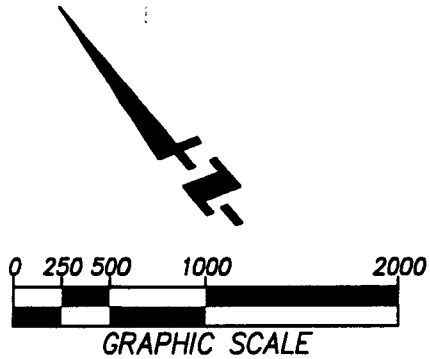
P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT I-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

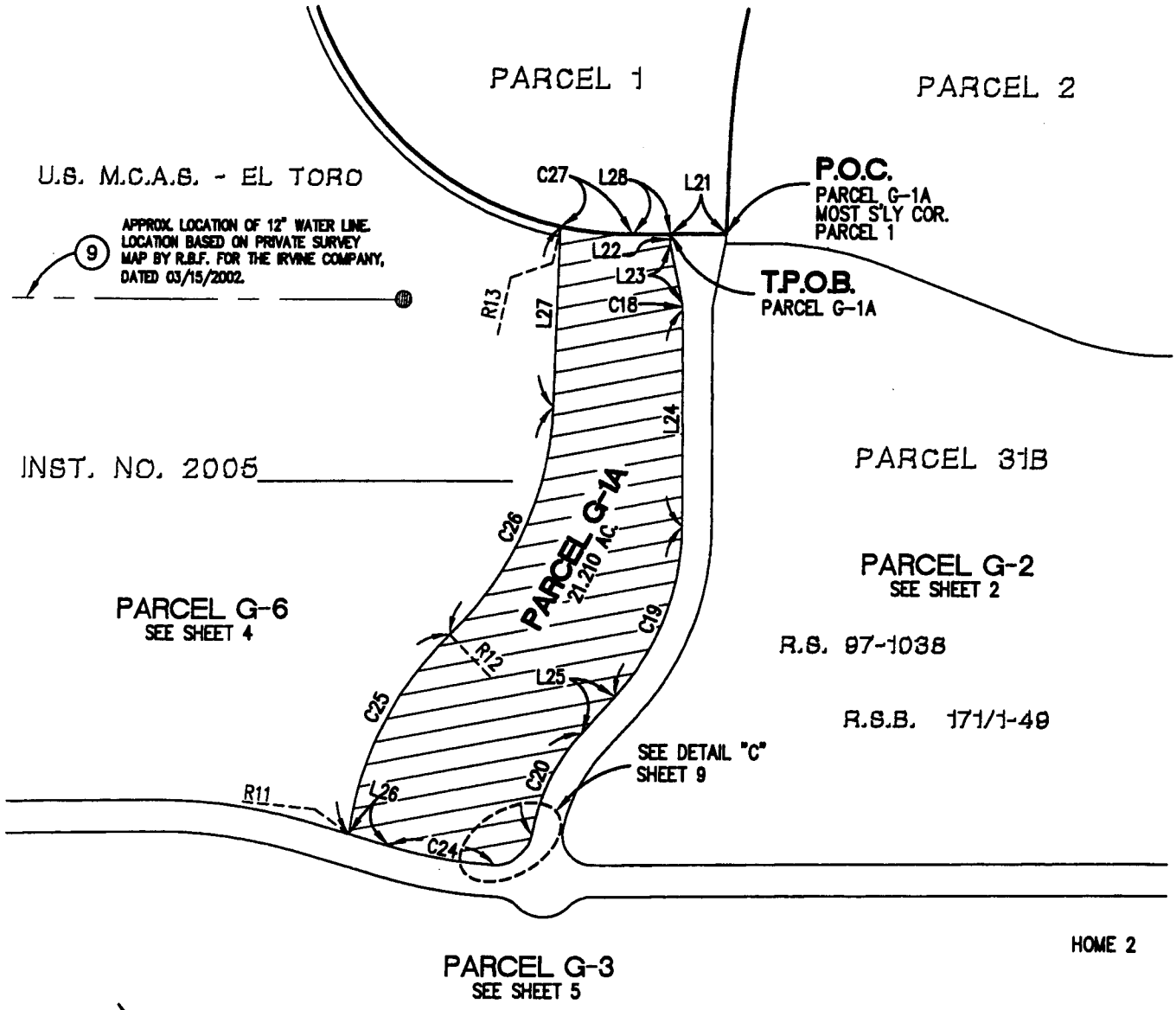
2 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT I–III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCELS 3-A AND 3-B
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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

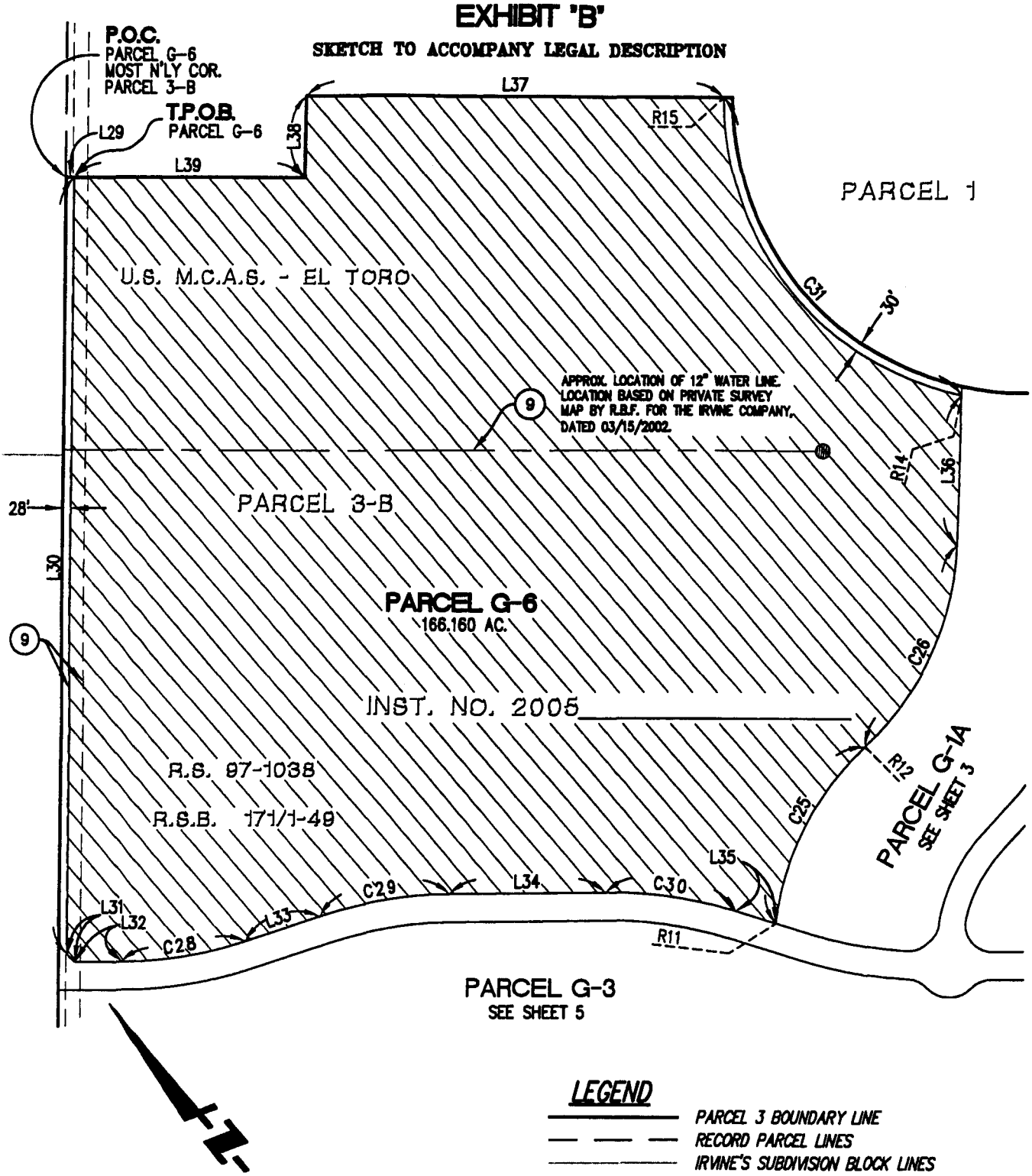
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JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT I-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

500' 0' 250' 500'

GRAPHIC SCALE: 1" = 500'

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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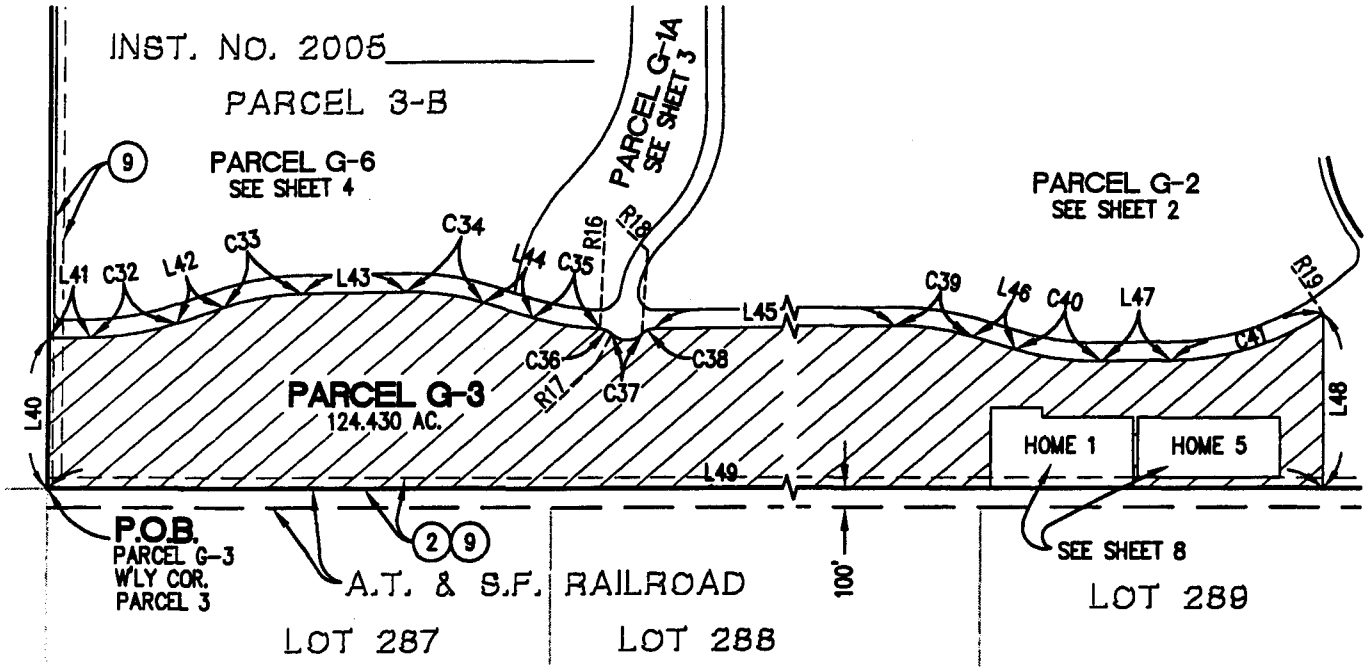
LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

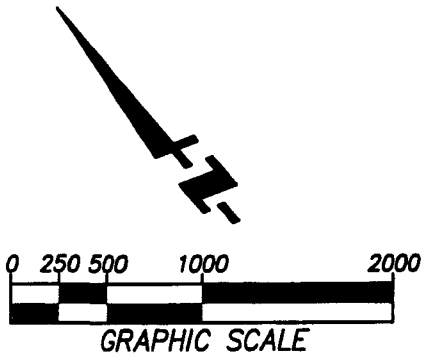
DATE: 5/12/05
SCALE: 1"=500'
JN: 544.01.01
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CHECKED: RL

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EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCELS 3-A AND 3-B
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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

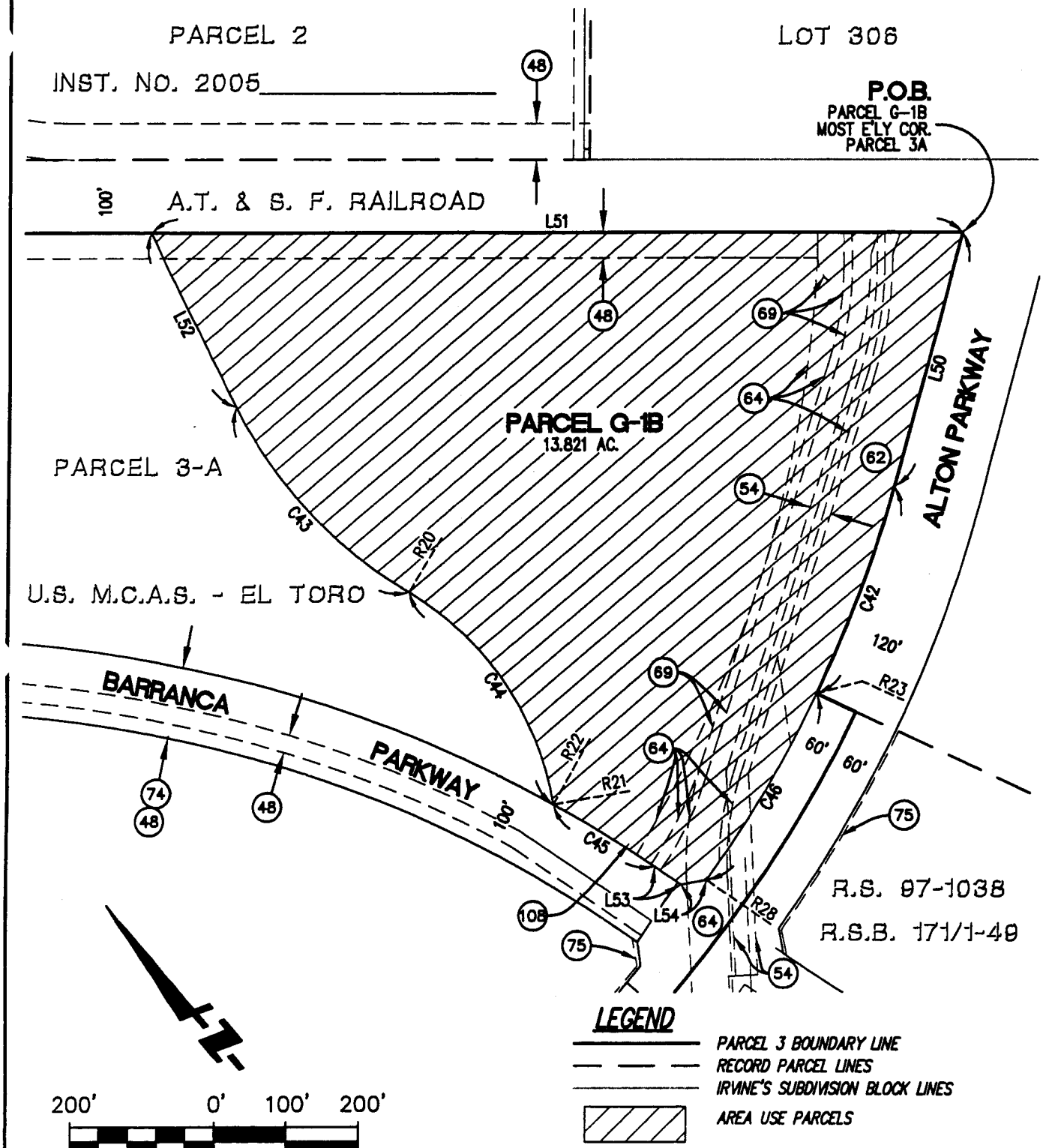
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SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

5 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=200'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

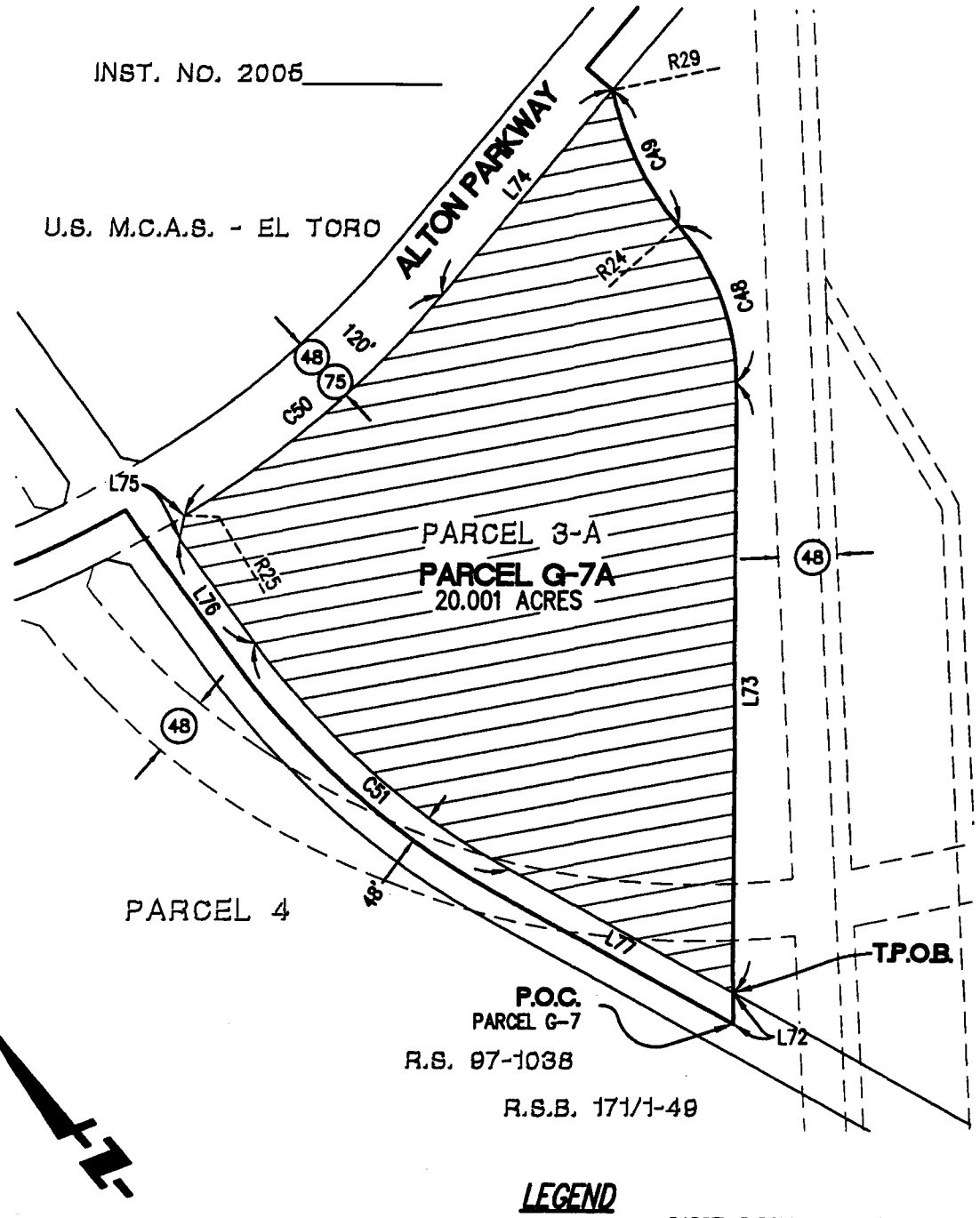
6 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT I-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



200' 0' 100' 200'

GRAPHIC SCALE: 1" = 200'

LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES
SEE SHEET 12 FOR EASEMENT NOTES

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OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=300'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

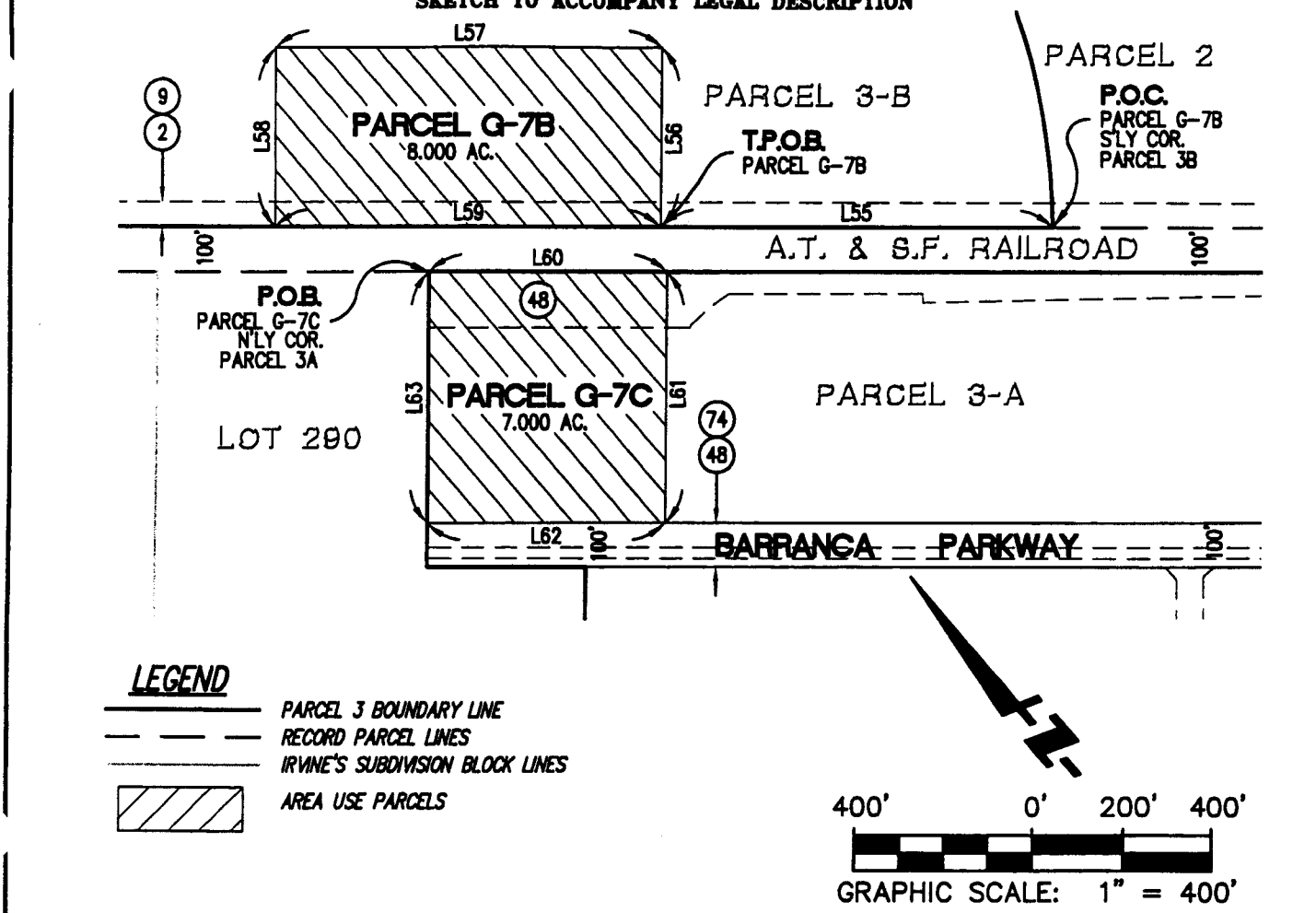
7 OF 12

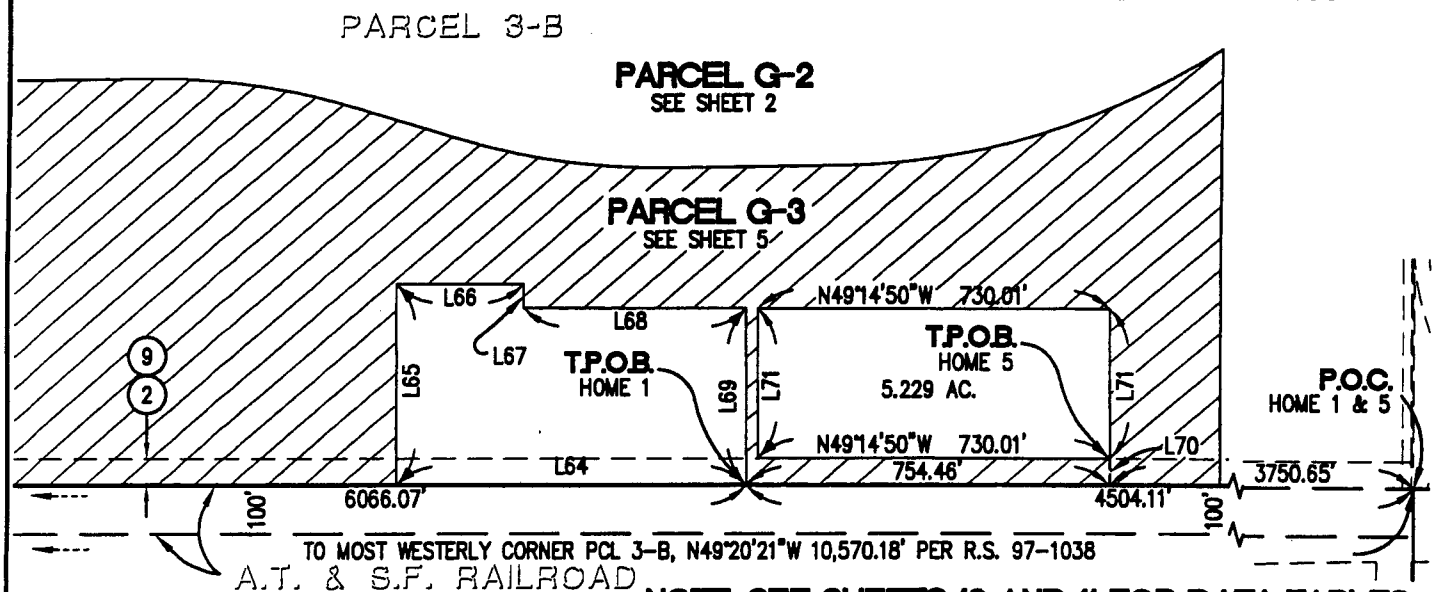
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EXHIBIT I–III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





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SEE SHEET 12 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=400'
JN: 544.01.01
DRAWN: RJL
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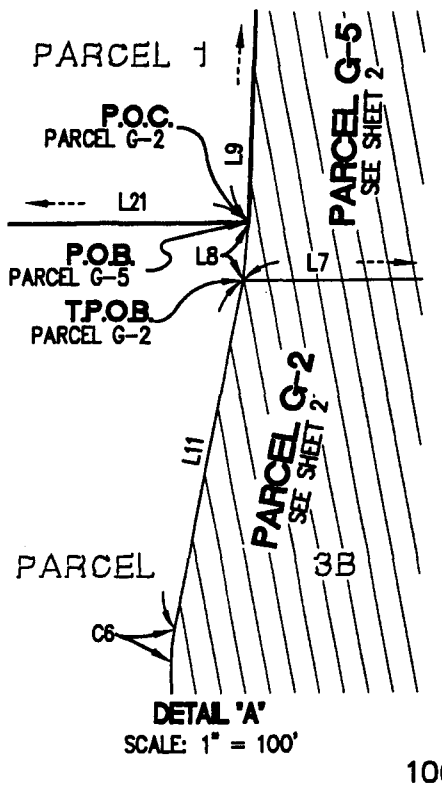
8 OF 12

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

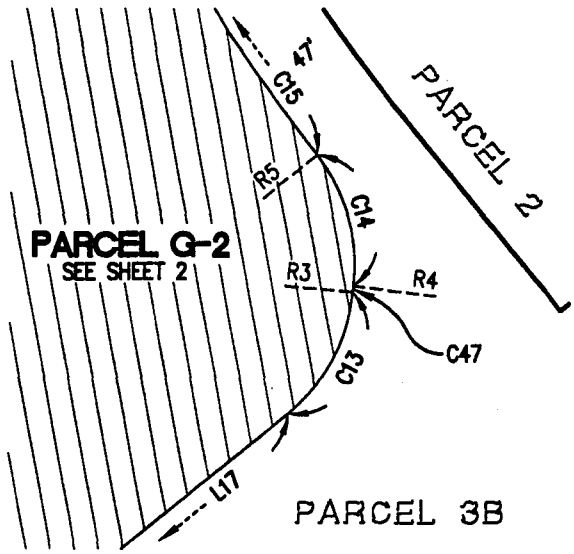
EXHIBIT I–III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



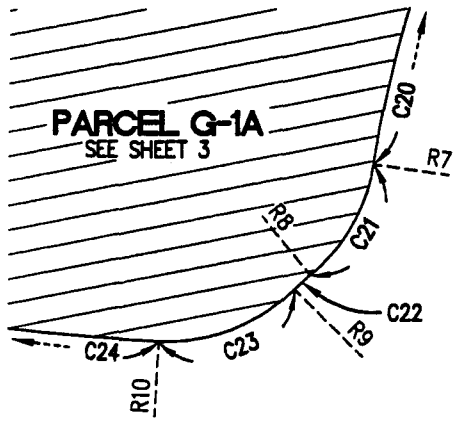
DETAIL "A"
SCALE: 1" = 100'



DETAIL "B"
SCALE: 1" = 100'

100' 0' 50' 100'

GRAPHIC SCALE: 1" = 100'



DETAIL "C"
SCALE: 1" = 100'

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=100'
JN: 544.01.01
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P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N39°16'19"W	1519.69
L2	N00°57'09"E	276.56
L3	N89°02'51"W	141.47
L4	N00°57'09"E	30.00
L5	N89°02'51"W	920.58
L6	N28°10'43"W	565.88
L7	N49°51'20"W	116.99
L8	N45°29'59"E	30.13
L9	N42°16'45"E	235.22
L10	N66°05'28"E	353.80
L11	N51°23'40"E	184.42
L12	N40°08'40"E	652.76
L13	N82°46'33"E	149.21
L14	N49°51'20"W	1653.58
L15	N32°26'11"W	229.96
L16	N50°11'40"W	362.63
L17	N88°43'20"W	124.99
L18	N39°48'20"E	226.79
L19	N00°57'09"E	397.00
L20	N00°57'09"E	191.51
L21	N49°51'20"W	167.01
L22	N40°08'40"E	30.00
L23	N28°53'40"E	183.43
L24	N40°08'40"E	652.76
L25	N82°46'33"E	149.21
L26	N32°26'11"W	126.07
L27	N42°16'45"E	541.86
L28	N49°51'20"W	114.25
L29	N49°21'34"W	28.00
L30	N40°39'31"E	2642.50
L31	N04°34'03"W	38.89
L32	N49°47'37"W	161.86
L33	N67°57'09"W	265.53
L34	N50°11'40"W	533.21
L35	N32°26'11"W	142.79
L36	N42°16'45"E	511.37
L37	N49°14'49"W	1416.32
L38	N41°14'17"E	275.57
L39	N49°21'34"W	789.63

LINE TABLE		
LINE	BEARING	LENGTH
L40	N40°39'31"E	788.35
L41	N49°47'37"W	218.22
L42	N67°57'09"W	265.53
L43	N50°11'40"W	533.21
L44	N32°26'11"W	268.86
L45	N49°51'20"W	1660.14
L46	N32°26'11"W	229.96
L47	N50°11'40"W	362.63
L48	N40°39'31"E	908.25
L49	N49°20'21"W	7045.40
L50	N55°30'00"E	363.30
L51	N49°20'18"W	1126.27
L52	N14°06'05"E	268.59
L53	N15°18'29"W	44.40
L54	N59°40'45"W	35.89
L55	N49°20'21"W	885.45
L56	N40°39'39"E	400.00
L57	N49°20'21"W	871.20
L58	N40°39'39"E	400.00
L59	N49°20'21"W	871.20
L60	N49°20'21"W	539.43
L61	N40°39'39"E	565.29
L62	N49°20'21"W	539.43
L63	N40°39'38"E	565.29
L64	N49°20'21"W	730.00
L65	N40°31'30"E	418.01
L66	N49°20'00"W	264.56
L67	N40°40'00"E	50.07
L68	N49°20'00"W	465.56
L69	N40°31'30"E	367.87
L70	N40°39'39"E	54.73
L71	N40°26'50"E	312.00
L72	N40°26'55"E	54.94
L73	N40°26'55"E	1076.02
L74	N80°35'11"E	462.80
L75	S51°48'29"W	41.31
L76	S04°46'49"W	227.24
L77	S20°25'53"E	463.43

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°32'12"	2100.00	1155.88
C2	60°52'08"	930.00	988.00
C3	21°40'37"	970.00	366.98
C4	23°48'43"	2500.00	1038.99
C5	12°55'35"	2400.00	541.46
C6	11°15'00"	87.00	17.08
C7	42°37'53"	847.00	630.22
C8	29°43'09"	503.00	260.90
C9	102°54'44"	92.00	165.25
C10	17°25'09"	1448.00	440.22
C11	17°45'29"	1352.00	419.03
C12	38°31'40"	1352.00	909.13
C13	45°34'22"	92.00	73.18
C14	45°14'09"	92.00	72.64
C15	37°45'10"	947.00	623.99
C16	38°51'11"	1153.00	781.87
C17	85°41'56"	120.00	179.49
C18	11°15'00"	92.00	18.06
C19	42°37'53"	758.00	564.00
C20	33°34'58"	592.00	346.99
C21	42°05'24"	92.00	67.58
C22	5°40'32"	108.00	10.70
C23	48°11'23"	92.00	77.38
C24	13°45'59"	1352.00	324.84
C25	39°20'40"	1000.00	686.69
C26	44°11'12"	1000.00	771.20

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C27	12°36'10"	1000.00	219.96
C28	18°09'32"	1352.00	428.49
C29	17°45'29"	1448.00	448.79
C30	17°45'29"	1448.00	448.79
C31	77°54'47"	1030.00	1400.63
C32	18°09'32"	1448.00	458.92
C33	17°45'29"	1352.00	419.03
C34	17°45'29"	1352.00	419.03
C35	14°15'05"	1448.00	360.17
C36	43°20'30"	92.00	69.59
C37	92°04'57"	108.00	173.57
C38	45°34'23"	92.00	73.18
C39	17°25'09"	1352.00	411.04
C40	17°45'29"	1448.00	448.79
C41	32°52'15"	1448.00	830.72
C42	10°09'35"	1740.00	308.54
C43	32°38'03"	628.86	358.18
C44	49°19'02"	430.29	370.37
C45	5°10'34"	1850.00	167.13
C46	9°52'40"	1740.00	299.98
C47	1°35'01"	108.00	2.99
C48	41°06'48"	417.00	299.22
C49	29°19'55"	518.00	265.18
C50	18°25'06"	1860.00	597.92
C51	25°12'42"	1352.00	594.91

RADIAL LINE TABLE	
RAD	BEARING
R1	N58°27'48"W
R2	N36°56'36"W
R3	N44°17'42"W
R4	S42°42'41"E
R5	N87°56'50"W
R6	S05°15'13"W
R7	S40°48'25"E
R8	N01°16'59"E
R9	S04°23'33"E
R10	S43°47'50"W
R11	N42°52'43"W
R12	S03°32'03"E
R13	S52°44'50"W
R14	S52°26'20"W

RADIAL LINE TABLE	
RAD	BEARING
R15	N49°38'53"W
R16	N43°18'44"E
R17	S86°39'14"W
R18	N05°25'43"W
R19	S06°56'05"W
R20	N71°28'02"E
R21	S59°12'56"E
R22	N69°30'57"E
R23	S24°20'25"E
R24	S89°20'07"W
R25	N09°00'17"E
R26	S36°50'07"E
R27	N90°00'00"W
R28	S14°27'45"E
R29	N61°19'58"E

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT I-III

EXHIBIT "B"

EASEMENT NOTES

(2) RIGHTS OF WAY FOR ROAD AND INCIDENTAL PURPOSES WITHIN A 60 FOOT STRIP FOR TRABUCO ROAD AS DESCRIBED IN DEEDS TO THE COUNTY OF ORANGE RECORDED FEBRUARY 26, 1906 IN BOOK 123 PAGE 316 OF DEEDS; AND RECORDED JUNE 17, 1943 IN BOOK 1195, PAGE 287 AND JULY 1, 1944 IN BOOK 1263, PAGE 136, BOTH OF OFFICIAL RECORDS.

(9) RIGHTS OF WAY FOR GUNITE CANAL, CANAL ACCESS, WATER TRANSPORTATION, PUBLIC ROAD AND PIPELINES AS DISCLOSED BY THE FINAL JUDGMENT AND DECREE OF CONDEMNATION RENDERED IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION IN AN ACTION ENTITLED UNITED STATES OF AMERICA, PLAINTIFF VS. 2318,833 ACRES OF LAND, AND OTHERS, DEFENDANTS CASE NO. 250-Y CIVIL, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, A CERTIFIED COPY OF WHICH DECREE WAS RECORDED JULY 12, 1944 IN BOOK 1264 PAGE 154 AND RECORDED NOVEMBER 3, 1949 IN BOOK 1923 PAGE 151, BOTH OF OFFICIAL RECORDS.

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEED RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-01233328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATE OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

(54) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR SEWER FACILITIES RECORDED JULY 19, 1979 IN BOOK 13234 PAGE 780 OF OFFICIAL RECORDS.

(62) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR STREET AND HIGHWAY PURPOSES RECORDED OCTOBER 8, 1980 IN BOOK 13781 PAGE 419 OF OFFICIAL RECORDS.

(64) AN EASEMENT FOR DRAINAGE DITCHES RECORDED JANUARY 28, 1981 IN BOOK 13927 PAGE 1483 OF OFFICIAL RECORDS.

(69) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR INGRESS AND EGRESS PURPOSES RECORDED OCTOBER 12, 1981 IN BOOK 14253 PAGE 567 OF OFFICIAL RECORDS.

(74) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR ROAD PURPOSES RECORDED OCTOBER 10, 1985 AS INSTRUMENT NO. 85-390259 OF OFFICIAL RECORDS.

(75) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR ROAD PURPOSES RECORDED OCTOBER 10, 1985 AS INSTRUMENT NO. 85-390260 OF OFFICIAL RECORDS.

(108) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR THE CONSTRUCTION , MAINTENANCE AND REPAIR OF A RIGHT TURN LANE AT ALTON PARKWAY AND BARRANCA PARKWAY RECORDED OCTOBER 14, 2000 AS INSTRUMENT NO. 20010560566 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-III.DWG (06-28-05)

EXHIBIT I-IV
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 4, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 3-A AS SAID PARCEL IS DESCRIBED IN SAID INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 TO A LINE PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL 3A CITED AS "SOUTH 20°25'53" EAST 490.17 FEET" AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET, NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON RECORD OF SURVEY 97-1038, RECORD OF SURVEY BOOK 171, PAGES 1 THROUGH 49, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

NORTH 80°35'11" EAST 248.80 FEET,
NORTH 87°42'41" EAST 101.63 FEET,
NORTH 83°11'49" EAST 79.10 FEET,
AND SOUTH 57°47'32" EAST 60.66 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF MUIRLANDS BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID MUIRLANDS BOULEVARD THE FOLLOWING COURSES:

SOUTH 15°18'29" EAST 13.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1850.00 FEET, AND SOUTHEASTERLY 517.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°01'45" TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 522.76 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°59'02" EAST;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTHWESTERLY 235.58 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°49'11" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 784.23 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 20°09'52" WEST; THENCE SOUTHWESTERLY 402.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'30";

THENCE SOUTH 40°23'38" WEST 1309.14 FEET TO A POINT IN SAID PARALLEL LINE HEREINAFTER REFERRED TO AS **POINT "A"**; THENCE ALONG SAID PARALLEL LINE NORTH 20°25'53" WEST 500.44 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22.558 ACRES, MORE OR LESS.

PARCEL G-1B

COMMENCING AT THE HEREINBEFORE MENTIONED **POINT "A"**; THENCE SOUTH 40°23'38" WEST 109.95 FEET TO A LINE PARALLEL WITH AND 96.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 40°23'38" WEST 311.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 221.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°20'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 246.52 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 74°57'07" EAST; THENCE SOUTHWESTERLY 263.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°20'13" TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°36'54" EAST; THENCE ALONG SAID SOUTHWESTERLY PARCEL LINE THE FOLLOWING COURSES:

NORTH 30°52'21" WEST 111.80 FEET,
NORTH 24°13'05" WEST 121.47 FEET,
NORTH 33°52'58" WEST 69.72 FEET AND NORTH 28°55'06" WEST 257.36 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 659.37 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 70°10'44" WEST; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY 495.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°05'07" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 700.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 27°05'27" EAST; THENCE NORTHEASTERLY 274.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°27'37" TO THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 3A CITED AS "NORTH 40°26'55" EAST 1130.96 FEET"; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 40°26'55" EAST 70.84 FEET TO A POINT IN SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 20°25'53" EAST 500.40 TO THE **TRUE POINT OF BEGINNING**.

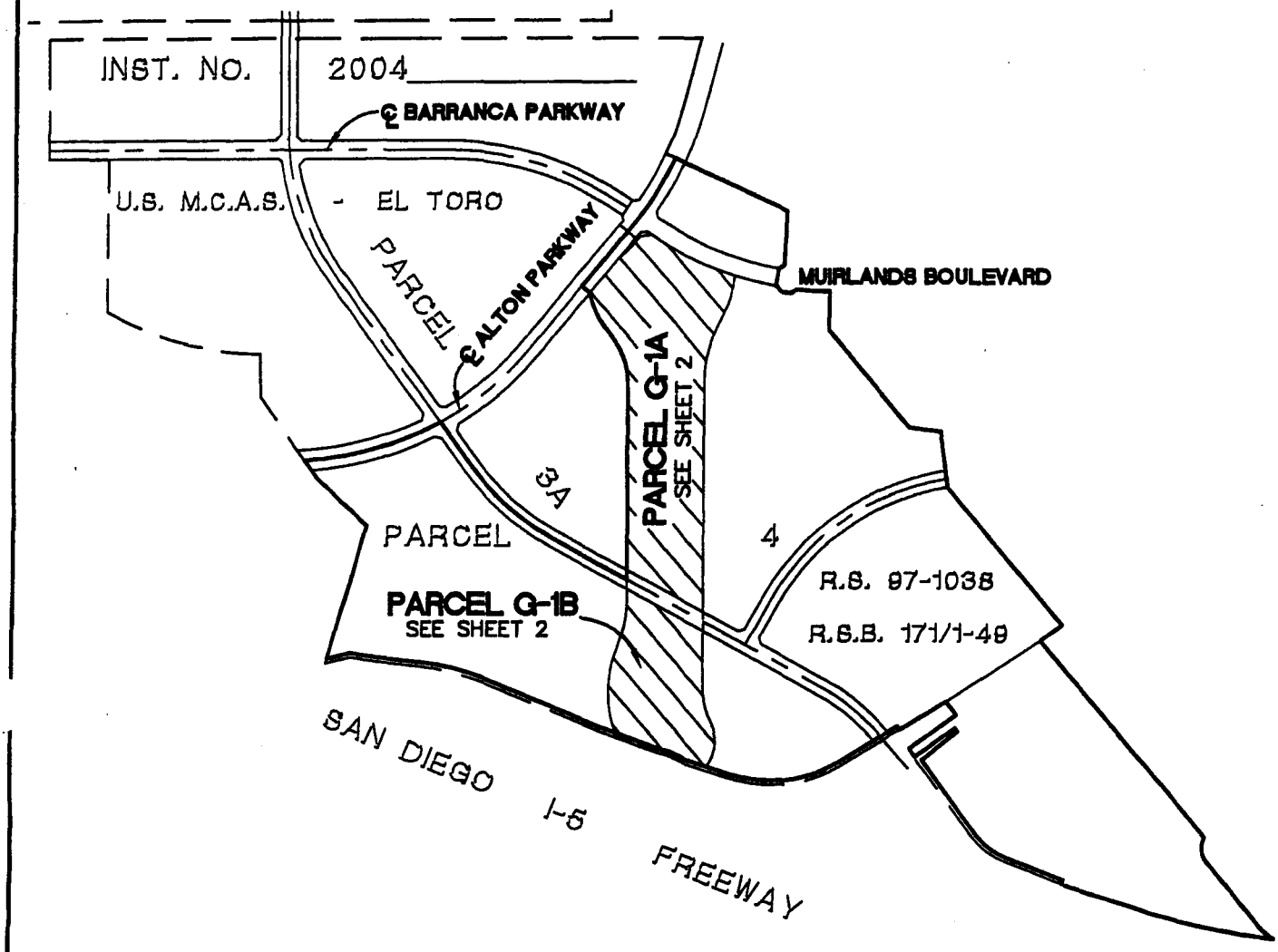
CONTAINING 9.613 ACRES, MORE OR LESS.

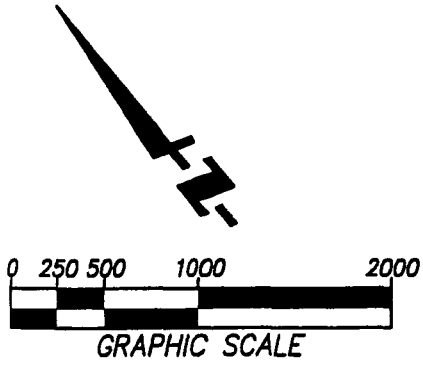
ALL OF THE ABOVE PARCELS G-1A AND G-1B ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS, DESCRIBED AS G-1A AND G-1B ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS- OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 4 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 4
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

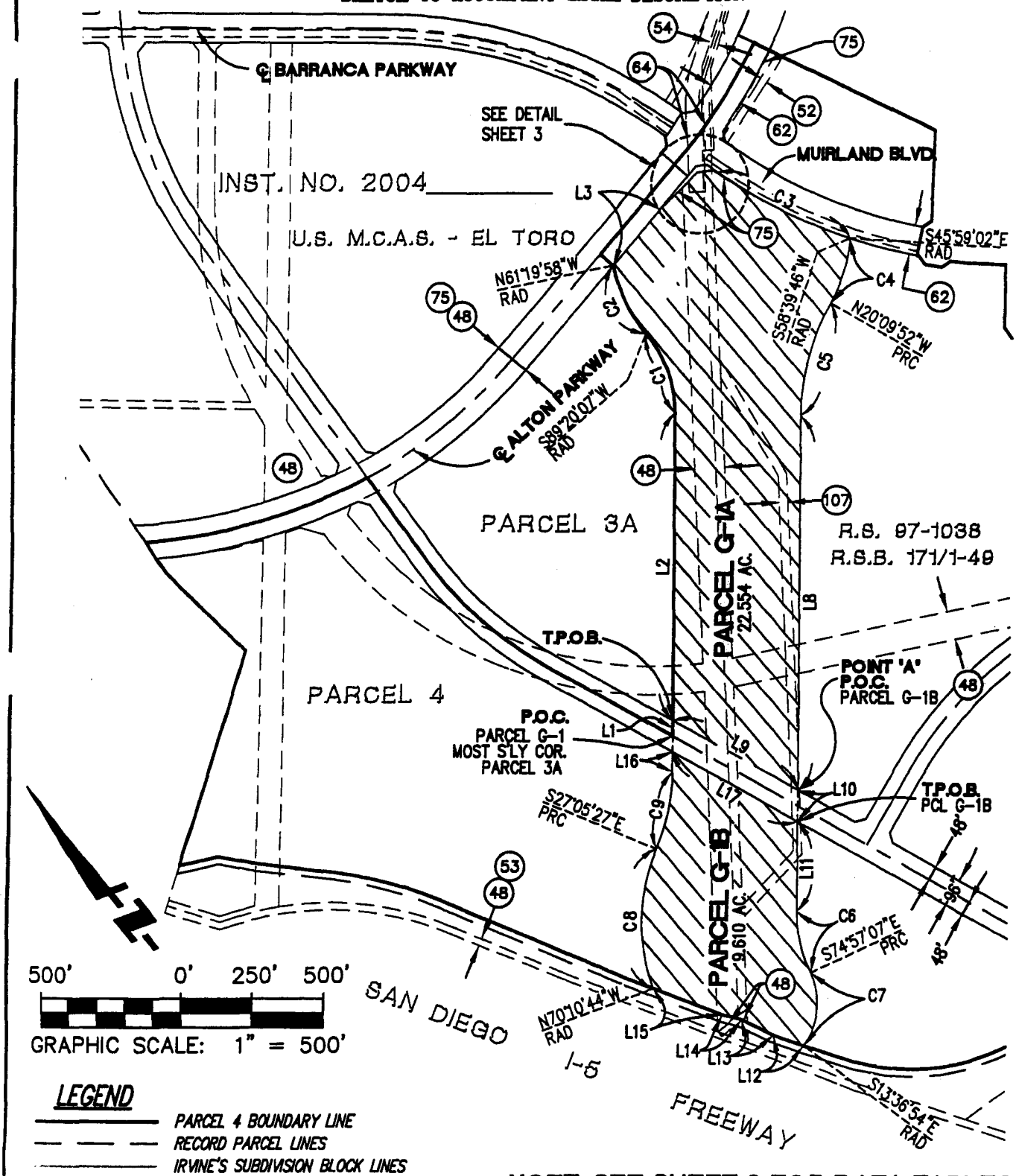
1 OF 4

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EXHIBIT I–IV

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 4 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEET 3 FOR DATA TABLES
SEE SHEET 4 FOR EASEMENT NOTES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
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2 OF 4

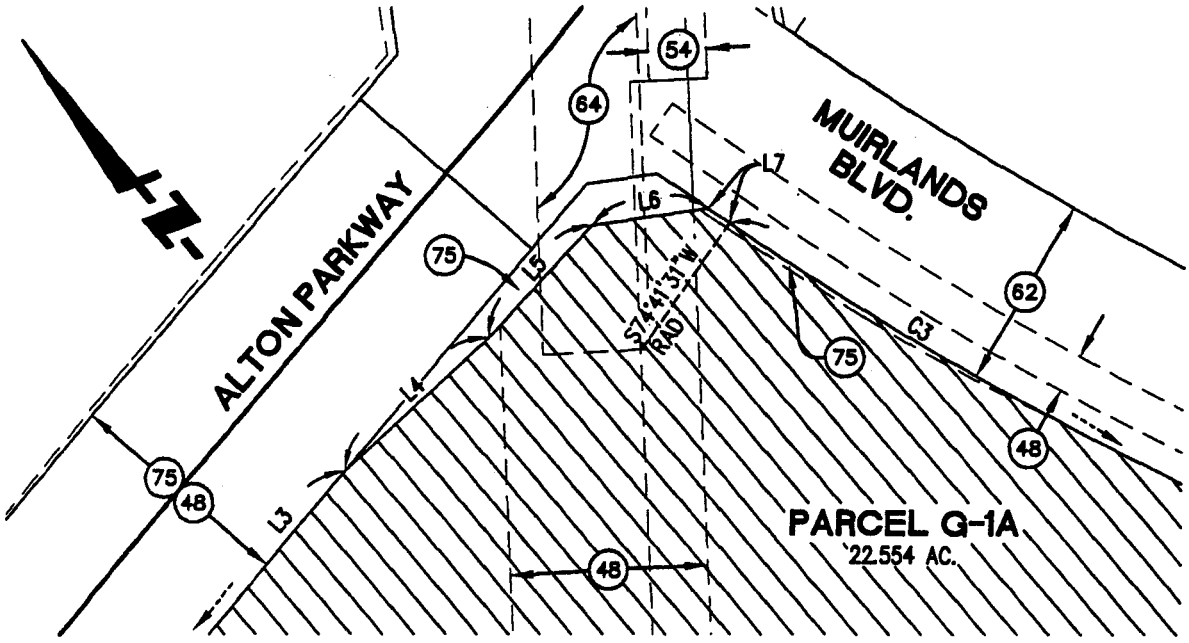
P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-IV.DWG (06-28-05)

EXHIBIT 'B'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°26'55"E	54.94
L2	N40°26'55"E	1076.02
L3	N80°35'11"E	248.70
L4	N87°42'41"E	101.63
L5	N83°11'49"E	79.10
L6	S57°47'32"E	60.66
L7	S15°18'29"E	13.50
L8	S40°23'38"W	1309.25
L9	S20°25'53"E	500.28
L10	S40°23'38"W	109.95
L11	S40°23'38"W	311.76
L12	N30°52'21"W	111.80
L13	N24°13'05"W	121.47
L14	N33°52'58"W	69.72
L15	S28°55'06"E	257.22
L16	S40°26'55"W	70.84
L17	S20°25'53"E	500.40

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	41°06'48"	417.00	299.22
C2	29°19'55"	518.00	265.18
C3	16°01'45"	1850.00	517.56
C4	25°49'10"	522.76	235.57
C5	29°26'30"	784.23	402.98
C6	25°20'45"	500.00	221.18
C7	61°20'13"	246.52	263.90
C8	43°05'07"	659.37	495.83
C9	22°27'37"	700.00	274.41



DETAIL

SCALE: 1"=100'

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 4

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

3 OF 4

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-IV.DWG (06-28-05)

EXHIBIT I–IV

EXHIBIT "B"

EASEMENT NOTES

23 THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDED 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 THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 17, 1957 IN BOOK 4072 PAGE 65; NOVEMBER 7, 1966 IN BOOK 8097 PAGE 232; JUNE 21, 1972 IN BOOK 10184 PAGE 868 AND IN BOOK 10184 PAGE 899, ALL OF OFFICIAL RECORDS.

24 AN EASEMENT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR PUBLIC UTILITIES RECORDED MAY 21, 1959 IN BOOK 4723 PAGE 206, OF OFFICIAL RECORDS. (NOT PLOTTABLE AS DESCRIBED)

(48) 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 MAY 9, 1978, RECORDED MAY 17, 1978 IN BOOK 12678 PAGE 1089 AND BY DEED DATED FEBRUARY 11, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081517, BOTH IN OFFICIAL RECORDS, ORANGE COUNTY, THE UNITED STATES OF AMERICA GRANTED TO THE IRVINE COMPANY SUCH EASEMENTS DEFINED IN SAID DEEDS 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 GRANTOR THEREIN RESERVES THE RIGHT TO USE SAID LAND FOR ANY PURPOSE WHATSOEVER RESPECTING GRANTEES RIGHTS.

BY DEED RECORDED JUNE 30, 1978 IN BOOK 12739 PAGE 1708; AUGUST 25, 1978 IN BOOK 12816 PAGE 1176; SEPTEMBER 18, 1978 IN BOOK 12844, PAGE 927; AND MARCH 23, 1983 AS INSTRUMENT NO. 83-01233328, ALL OF OFFICIAL RECORDS, THE IRVINE COMPANY GRANTED TO THE IRVINE RANCH WATER DISTRICT EASEMENTS FOR WATER AND SEWER FACILITIES AND WATER TRANSMISSION PURPOSES, WITHIN THOSE EASEMENTS AS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM THE UNITED STATE OF AMERICA.

A QUITCLAIM DEED DATED FEBRUARY 10, 1983, RECORDED FEBRUARY 23, 1983 AS DOCUMENT NO. 83-081516 IN OFFICIAL RECORDS, FROM THE IRVINE COMPANY OF THE UNITED STATES OF AMERICA (DEPARTMENT OF THE NAVY), RECITES THAT IT IS FOR THE PURPOSE OF ELIMINATING EASEMENT RIGHTS ONLY SHOWN IN DEED RECORDED MAY 17, 1978 IN BOOK 12678, PAGE 1089 AND FOLLOWING OF OFFICIAL RECORDS, ORANGE COUNTY.

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.

(52) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR WATER PIPELINES RECORDED JANUARY 30, 1979 IN BOOK 13017 PAGE 1222 OF OFFICIAL RECORDS.

(53) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR SEWER FACILITIES RECORDED JULY 19, 1979 IN BOOK 13234 PAGE 780 OF OFFICIAL RECORDS.

(54) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR SEWER FACILITIES RECORDED JULY 19, 1979 IN BOOK 13234 PAGE 780 OF OFFICIAL RECORDS.

(62) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR STREET AND HIGHWAY PURPOSES RECORDED OCTOBER 8, 1980 IN BOOK 13781 PAGE 419 OF OFFICIAL RECORDS.

(64) AN EASEMENT FOR DRAINAGE DITCHES RECORDED JANUARY 28, 1981 IN BOOK 13927 PAGE 1483 OF OFFICIAL RECORDS.

(75) AN EASEMENT IN FAVOR OF THE CITY OF IRVINE FOR ROAD PURPOSES RECORDED OCTOBER 10, 1985 AS INSTRUMENT NO. 85-390260 OF OFFICIAL RECORDS.

81 EASEMENTS FOR AIRCRAFT IN AND OVER THE AIR SPACE OVER THE LAND HEREIN DESCRIBED AND ADJACENT LANDS FOR JET AIRCRAFT OF HELICOPTER FLIGHTS TO OR FROM THE MARINE CORPS AIR STATIONS AT EL TORO AND/OR TUSTIN A NOTICE OR WHICH BY THE IRVINE COMPANY OR ADVISE FROM THE UNITED STATES MARINE CORPS, MARINE CORPS AIR BASES, WESTERN AREA WAS RECORDED FEBRUARY 4, 1986 AS DOCUMENT NO. 86-0479080 IN OFFICIAL RECORDS, ORANGE COUNTY.

(107) AN EASEMENT IN FAVOR OF THE IRVINE RANCH WATER DISTRICT FOR PUBLIC UTILITIES RECORDED OCTOBER 24, 2000 AS INSTRUMENT NO. 20000570758 OF OFFICIAL RECORDS.

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 4
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT I\EA I-IV.DWG (06-28-05)

EXHIBIT "J"

WATER RIGHTS QUITCLAIM DEED FORM

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)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Heritage Fields LLC, a Delaware limited liability Company, ("Grantor") does hereby remise, release and forever quitclaim to the CITY OF IRVINE, a California charter city, any and all water, water rights and interests within the real property located in the City of Irvine, County of Orange, State of California more particularly described in Exhibit "J-1" to this deed, which description by this reference is incorporated herein and made a part hereof as though set forth at length herein (the "Property"), whether such water, water rights or interests are surface or subsurface, appurtenant or relating to the Property, or owned or used by the Grantor in connection with the Property (no matter how acquired by Grantor), and whether such water rights shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual.

In witness whereof, this instrument has been executed on _____, 200__.

Heritage Fields LLC, a Delaware limited liability company

By: Lennar-LNR Heritage Fields LLC, a Delaware limited liability company
Its: Administrative Member

By: Lennar Homes of California, Inc., a California corporation
Its: Managing Member

_____

By: Robert L. Santos
Its: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, personally known to me (or 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.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing Quitclaim Deed, from Heritage Fields LLC, a Delaware limited liability company, to the City of Irvine ("City") is hereby accepted by the undersigned officer of the City, on behalf of the City, pursuant to authority conferred by Resolution No. ___ adopted by the City on _____, and the grantee, City, consents to the recordation thereof by its undersigned duly authorized officer.

CITY OF IRVINE

By: _____

Its: _____

ATTEST:

_____
City Clerk

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On _____, before me, _____, personally appeared _____, personally known to me (or 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.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

EXHIBIT "J-1"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "J-1"

LEGAL DESCRIPTION OF PROPERTY

PARCEL I

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT J-I

PARCEL II

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT J-II

PARCEL III

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT J-III

PARCEL IV

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT J-IV

LEGAL DESCRIPTION

Exhibit "A"

Parcel 1

In the City of Irvine, County of Orange, State of California, being those portions of Lots 359 and 370 of Block 120, Lots 360 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, and Lots 279 and 280 of Block 140, of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S.-El Toro property, and as shown on Record of Survey 97-1038 filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying northerly, northwesterly, and westerly of the following described line:

Commencing at the southwest quarter corner of said Block 142; thence along the northeasterly line of said Lot 271, said line being also the former centerline of Irvine Boulevard as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard to the **True Point of Beginning**; thence leaving said centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to the beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears South 32°59'43" East; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southwesterly along said curve 2768.42 feet through a central angle of 66°05'28"; thence South 66°05'28" West 353.80 feet to the beginning of a curve concave southeasterly having a radius of 2500.00 feet; thence southwesterly along said curve 1038.99 feet through a central angle 23°48'43"; thence South 42°16'45" West 235.22 feet; thence North 49°51'20"West 281.26 feet to the being of a curve concave easterly having a radius of 1000.00 feet; thence northwesterly,

northerly and northeasterly along said curve 1574.20 feet through a central angle of 90°11'43"; thence North 49°14'49" West 1446.32 feet; thence South 41°14'17" West 275.57 feet; thence North 49°21'34" West 817.62 feet to a point on the northwesterly line of said Lot 279, said point lying distant thereon South 40°39'31" West 1675.66 feet from the most northerly corner of said Lot 279.

Excepting therefrom that 30.00 foot wide strip of land known as former Irvine Boulevard as shown on said Record of Survey.

Containing 902.13 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

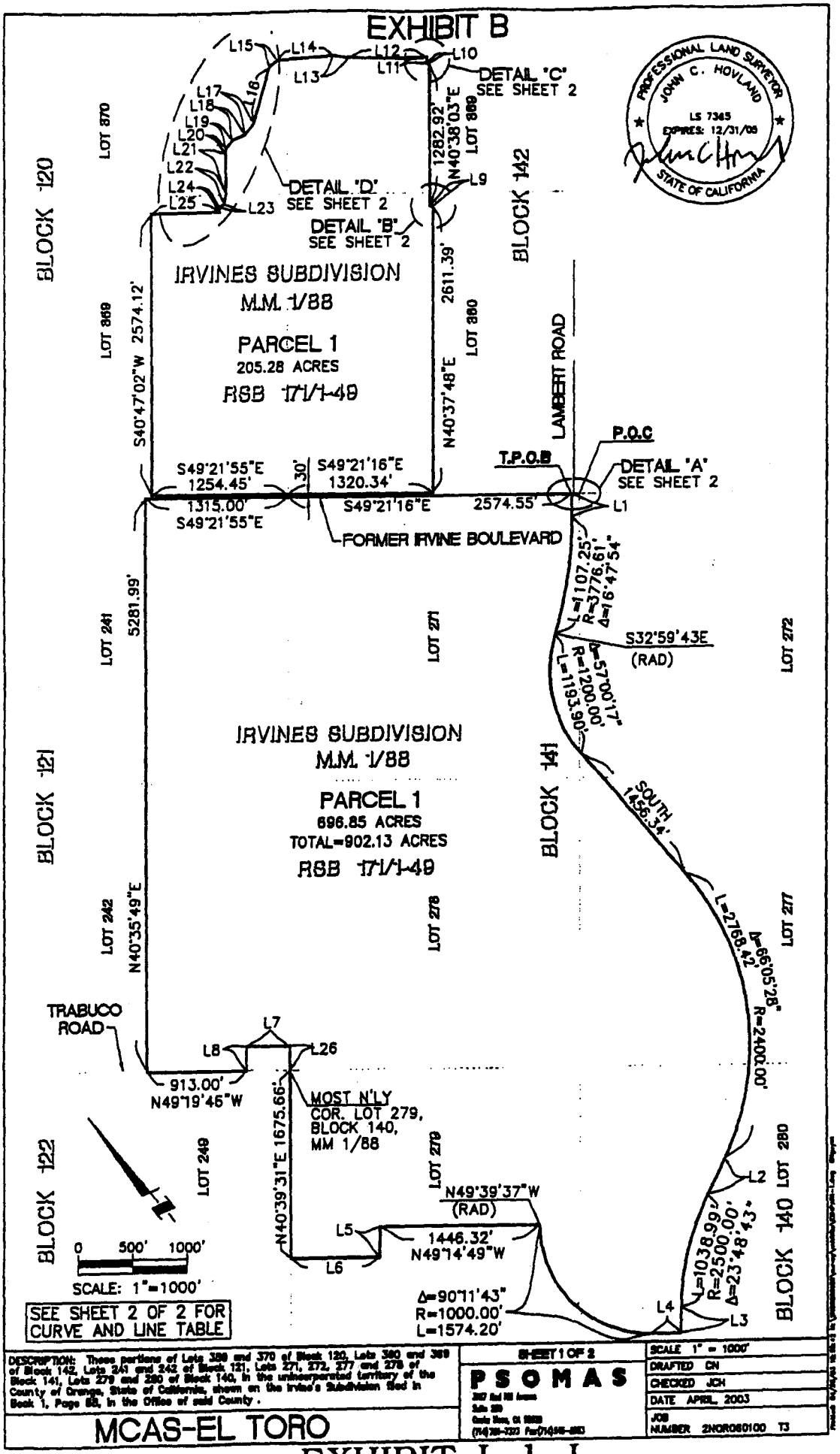
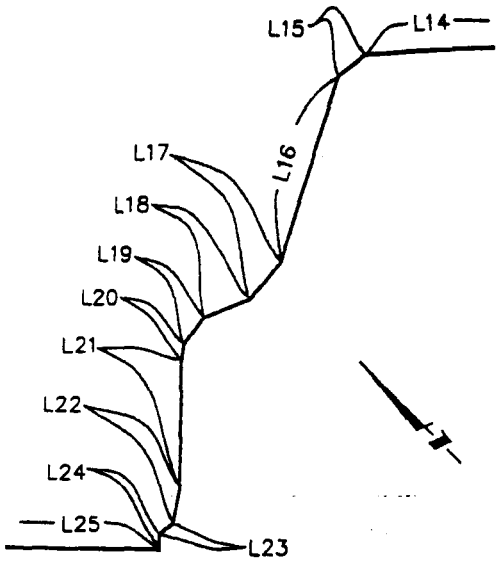

EXHIBIT B
PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
LS 7345
EXPIRES: 12/31/06
STATE OF CALIFORNIA
BLOCK 120
BLOCK 121
BLOCK 122
BLOCK 141
BLOCK 142
BLOCK 140
LOT 870
LOT 869
LOT 241
LOT 242
LOT 249
LOT 271
LOT 272
LOT 278
LOT 279
LOT 277
LOT 280
LOT 369
LOT 380
IRVINES SUBDIVISION
M.M. 1/88
PARCEL 1
205.28 ACRES
RSB 171/1-49
IRVINES SUBDIVISION
M.M. 1/88
PARCEL 1
696.85 ACRES
TOTAL=902.13 ACRES
RSB 171/1-49
DETAIL "A" SEE SHEET 2
DETAIL "B" SEE SHEET 2
DETAIL "C" SEE SHEET 2
DETAIL "D" SEE SHEET 2
P.O.C
T.P.O.B
LAMBERT ROAD
FORMER IRVINE BOULEVARD
TRABUCO ROAD
MOST N'LY COR. LOT 279, BLOCK 140, MM 1/88
S40°47'02"W 2574.12'
N40°37'48"E 2611.39'
N40°38'03"E 1282.92'
S49°21'55"E 1254.45'
S49°21'16"E 1320.34'
S49°21'16"E 2574.55'
1315.00'
S49°21'55"E
30'
L=1107.25'
R=3776.61'
Δ=16°47'54"
S32°59'43E
(RAD)
L=1131.90'
R=1200.00'
Δ=57°00'17"
SOUTH 1456.34'
L=2768.42'
Δ=66°05'28"
R=2400.00'
L=1038.99'
R=2500.00'
Δ=23°48'43"
N40°35'49"E
913.00'
N49°19'45"W
N40°39'31"E 1675.66'
N49°39'37"W
(RAD)
1446.32'
N49°14'49"W
Δ=90°11'43"
R=1000.00'
L=1574.20'
0 500' 1000'
SCALE: 1"=1000'
SEE SHEET 2 OF 2 FOR CURVE AND LINE TABLE
DESCRIPTION: Those portions of Lots 358 and 370 of Block 120, Lots 360 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, Lots 279 and 280 of Block 140, in the unincorporated territory of the County of Orange, State of California, shown on the Irvine's Subdivision filed in Book 1, Page 88, in the Office of said County.
MCAS-EL TORO
SHEET 1 OF 2
PSOMAS
SCALE 1" = 1000'
DRAFTED CN
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2NOR060100 T3

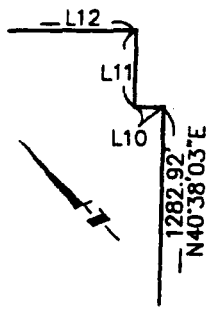
EXHIBIT J-1-I

EXHIBIT B

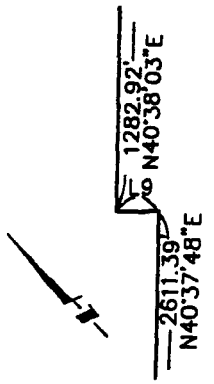


DETAIL "D"
SCALE 1"=400'

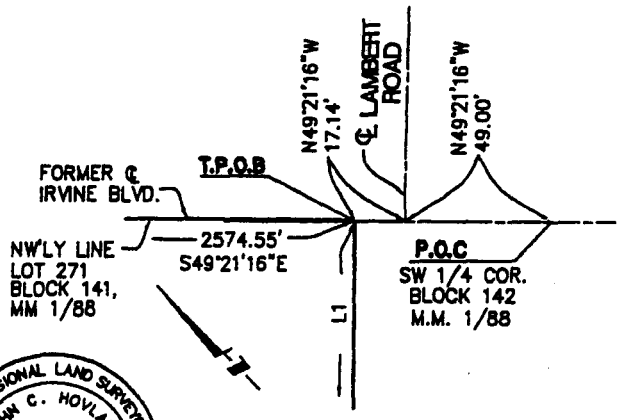
LINE TABLE		
NO.	LENGTH	BEARING
L1	208.48	S40°12'23"W
L2	353.80	S66°05'28"W
L3	235.22	S42°16'45"W
L4	281.26	N49°51'20"W
L5	275.57	S41°14'17"W
L6	817.62	N49°21'34"W
L7	400.00	N49°19'46"W
L8	217.80	S40°36'53"W
L9	30.00	N49°20'54"W
L10	20.01	N49°13'29"W
L11	53.18	N40°37'45"E
L12	690.50	N49°30'48"W
L13	151.34	N40°59'05"W
L14	512.78	N53°35'30"W
L15	95.00	N86°29'26"W
L16	525.89	S56°43'54"W
L17	127.13	S80°10'23"W
L18	134.50	N71°34'21"W
L19	91.30	S78°06'29"W
L20	45.20	S47°19'54"W
L21	351.20	S40°17'49"W
L22	100.00	S50°17'49"W
L23	48.20	S89°45'29"W
L24	41.81	S40°38'46"W
L25	627.28	N49°42'16"W
L26	217.80	N40°36'53"E



DETAIL "C"
SCALE 1"=100'



DETAIL "B"
SCALE 1"=100'



DETAIL "A"
SCALE 1"=50'



DESCRIPTION: Those portions of Lots 359 and 370 of Block 120, Lots 360 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, Lots 279 and 280 of Block 140, in the unincorporated territory of the County of Orange, State of California, shown on the Irvine's Subdivision filed in Book 1, Page 88, in the Office of said County.

MCAS-EL TORO

SHEET 2 OF 2

PSOMAS

SCALE 1"=50'
DRAFTED CN
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2NOR060100 T3

EXHIBIT J-1-I

LEGAL DESCRIPTION

Exhibit "A"

Parcel 2

In the City of Irvine, County of Orange, State of California, being those portions of Lots 303 and 306 of Block 173, Lots 281 through 284 inclusive, of Block 155, Lot 280 of Block 140, Lots 271, 272 and 277 of Block 141, Lots 273 through 276 inclusive, of Block 154, Lots 299, 300 and 302 of Block 174, Lots 362, 363, 366 and 367 of Block 153, and Lot 313 of Block 175 of Irvine's Subdivision, as shown on map filed in Book 1, Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above maps on file in the Recorder's Office of said County, lying easterly of the following described line:

Commencing at the southwest quarter corner of Block 142 of said Irvine's Subdivision, said quarter corner being shown on said Record of Survey; thence along the northeasterly line of said Lot 271, said line being also along the former centerline of Irvine Boulevard, as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard to the **True Point of Beginning**; thence leaving said centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears North 32°59'43" West; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southerly along said curve 2226.96 feet through a central angle of 53°09'53"; thence non-tangent to said curve South 39°16'19" East 1519.69 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2100.00 feet, a radial line to the beginning of said curve

bears North 58°27'48" West; thence southerly along said curve 1155.88 feet through a central angle of 31°32'12"; thence non-tangent to said curve South 00°57'09" West 276.56 feet; thence North 89°02'51" West 141.47 feet; thence South 00°57'09" West 221.51 feet to the beginning of a curve concave northeasterly having a radius of 120.00 feet; thence southerly, southeasterly and easterly along said curve 188.50 feet through a central angle of 90°00'00"; thence South 89°02'51" East 38.00 feet; thence South 00°57'09" West 396.66 feet to the beginning of a curve concave westerly having a radius of 1200.00 feet; thence southerly along said curve 813.74 feet through a central angle of 38°51'11"; thence South 39°48'20" West 226.79 feet to the beginning of a curve concave easterly having a radius of 900.00 feet; thence southerly along said curve 605.19 feet through a central angle of 38°31'40"; thence South 01°16'40" West 129.84 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1600.00 feet, a radial line to the beginning of said curve bears North 01°09'46" East; thence easterly, southeasterly, southerly and southwesterly along said curve 3582.01 feet through a central angle of 128°16'17" to a point on a line parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Block 155, said point lying distant along said parallel line North 49°20'21" West 616.16 feet from the southeasterly line of said Lot 283; thence along said parallel line South 49°20'21"East 616.16 feet to said southeasterly line; thence along a line that is parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Block 173, South 49°20'18" East 1220.06 feet to the terminus of the herein described line.

Excepting therefrom the 970.435 acre parcel shown on Record of Survey 98-1077, filed in Book 173, Pages 28 through 31, inclusive, in the office of the County Recorder of said County.

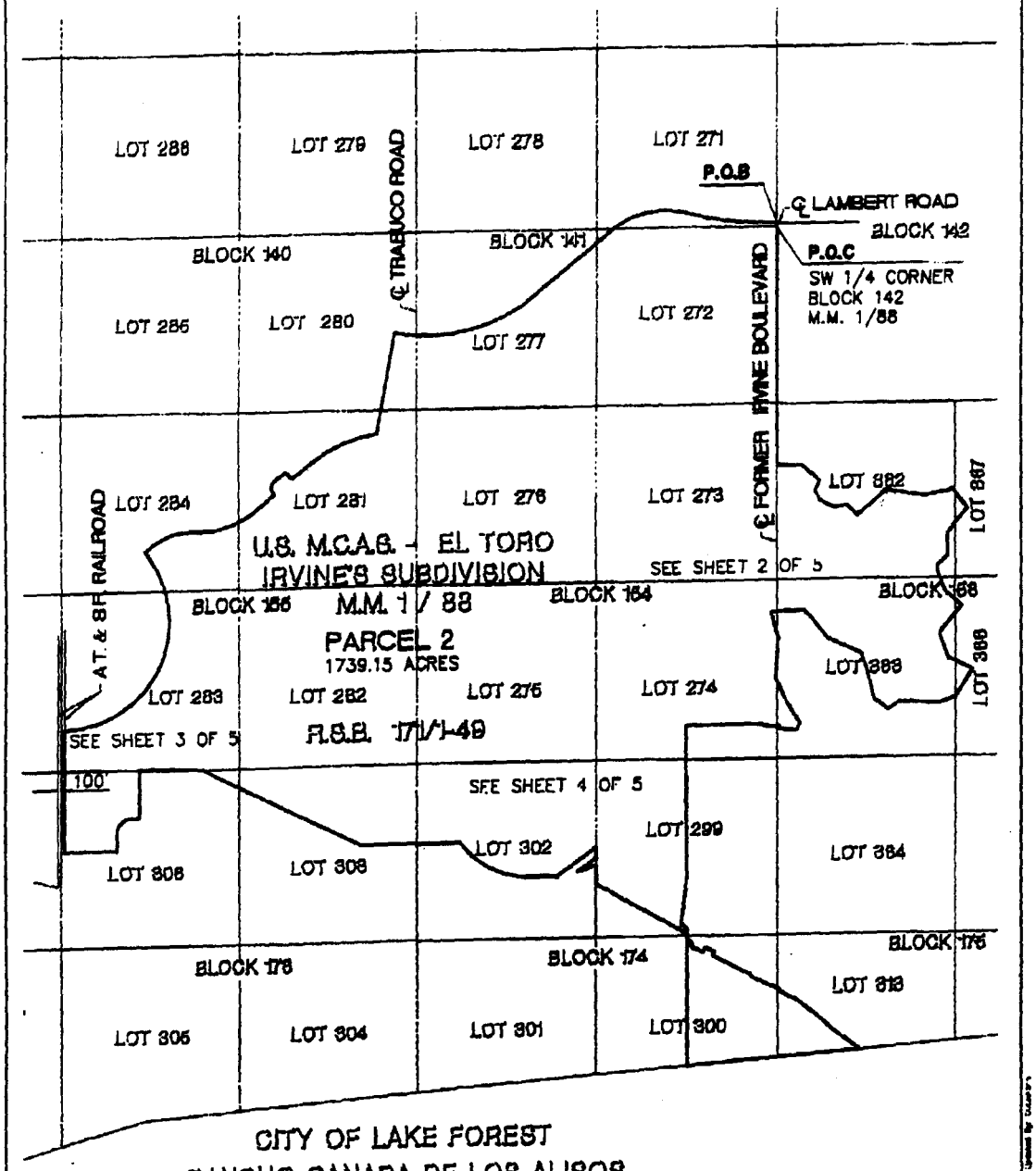
Containing 1752.43 acres, more or less.

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

The distances shown hereon are ground distances.

As shown on Exhibit "B" attached hereto and made a part hereof.

EXHIBIT B



CITY OF LAKE FOREST
RANCHO CANADA DE LOS ALISOS
M.R.L.A. CO 3/290-291

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
STATE OF CALIFORNIA

0 1000' 2000'
SCALE: 1"=2000'

SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 299 & 302 of Block 174, Lots 382, 383, 366, & 367 of Block 153, Lots 313, 314, 364, & 365 of Block 175, Lots 315 & 300 of Block 176, Block 163, Lots 313, 314, 364, & 365 of Block 175, Lots 315 & 300 of Block 176, Lot of Block 380, and Lot 388 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book ___ Page ___

MCAS-EL TORO

REV 2	6/4/03
REV 3	6/29/04

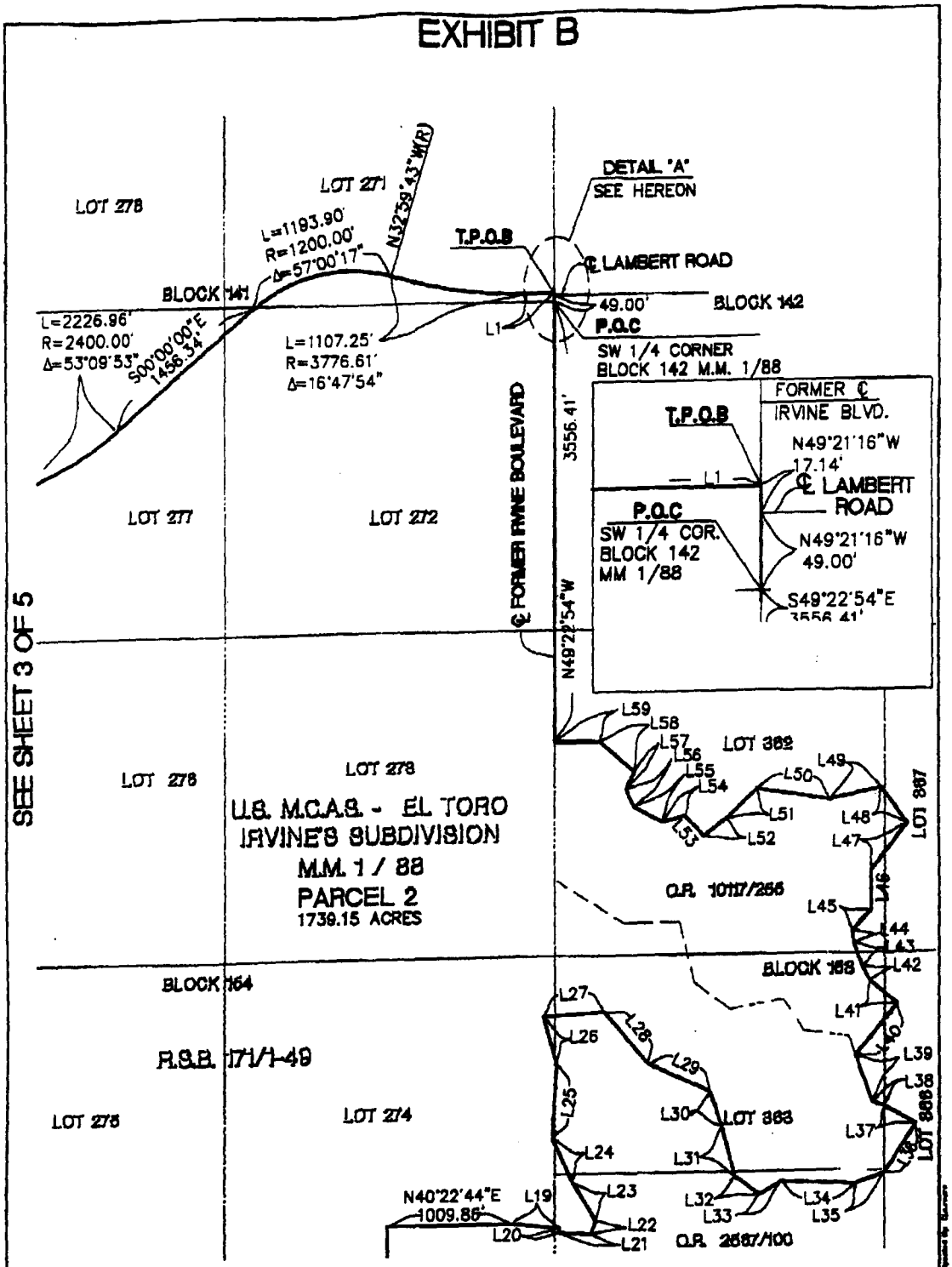
SHEET 1 OF 5

PSOMAS

SCALE	1" = 2000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 TJ

EXHIBIT J-1-II

EXHIBIT B



DESCRIPTION: That portion of Lots 268 & 303 of Block 173, Lots 281 thru 284 of Block 165, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 164, Lots 295 & 302 of Block 174, Lots 309, 312, 308 & 307 of Block 163, Lots 313, 314, 384, & 385 of Block 175, Lot 316 & 380 of Block 176, Lot 380, and Lot 389 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

REV 2	8/4/03
REV 3	9/29/04

MCAS-EL TORO

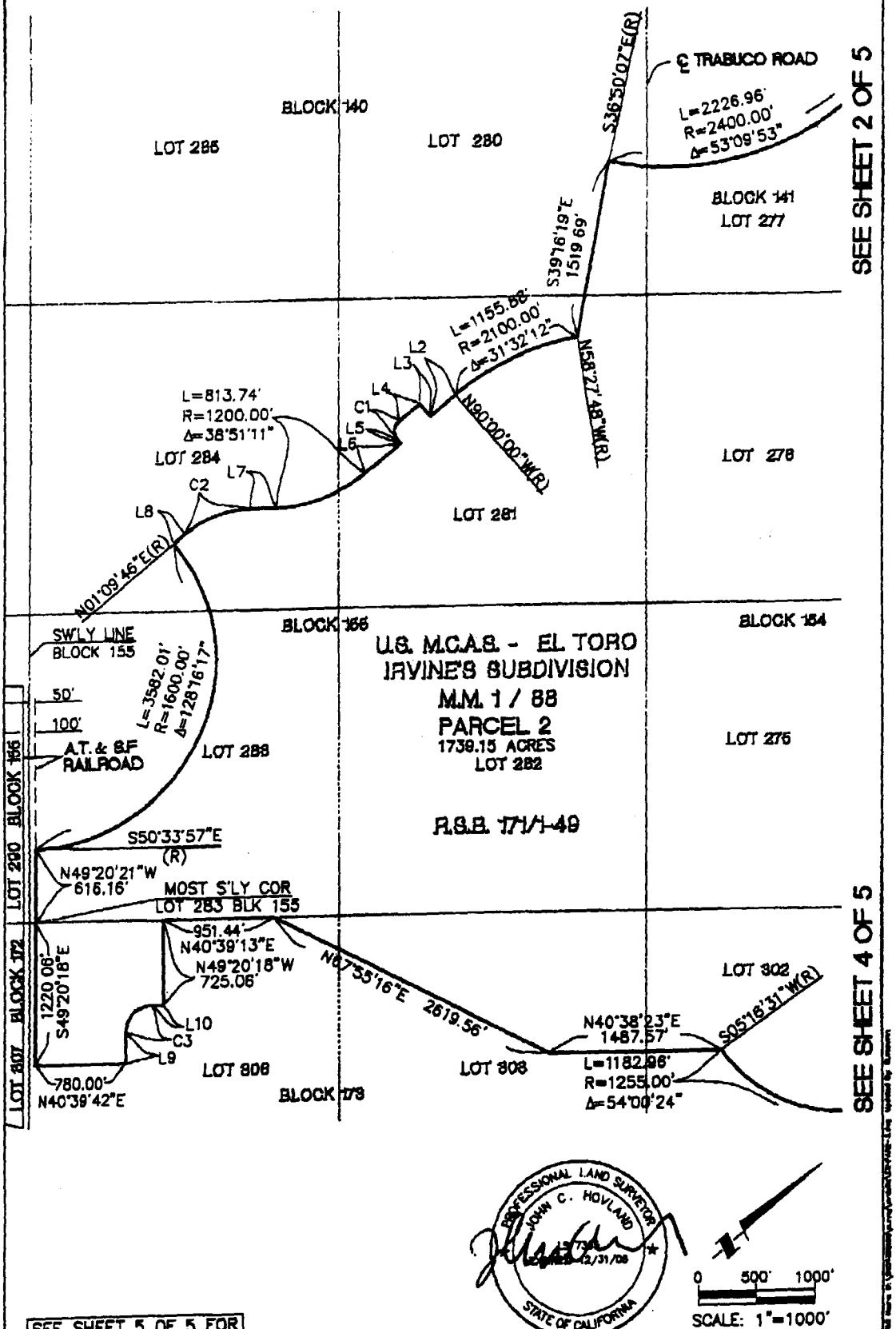
SHEET 2 OF 5

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR090100 T3

EXHIBIT J-1-II

EXHIBIT B



SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 308 of Block 173, Lots 281 thru 284 of Block 156, Lot 280 of Block 140, Lots 277, 278 & 277 of Block 141, Lots 275 thru 276 of Block 154, Lots 298 & 302 of Block 174, Lots 305, 307, 308 & 307 of Block 153, Lots 313, 314, 364 & 365 of Block 175, Lots 318 & 360 of Block 176, Lot of Block 360, and Lot 360 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1, Page 88,

MCAS-EL TORO

REV 2	6/4/03
REV 3	5/28/04

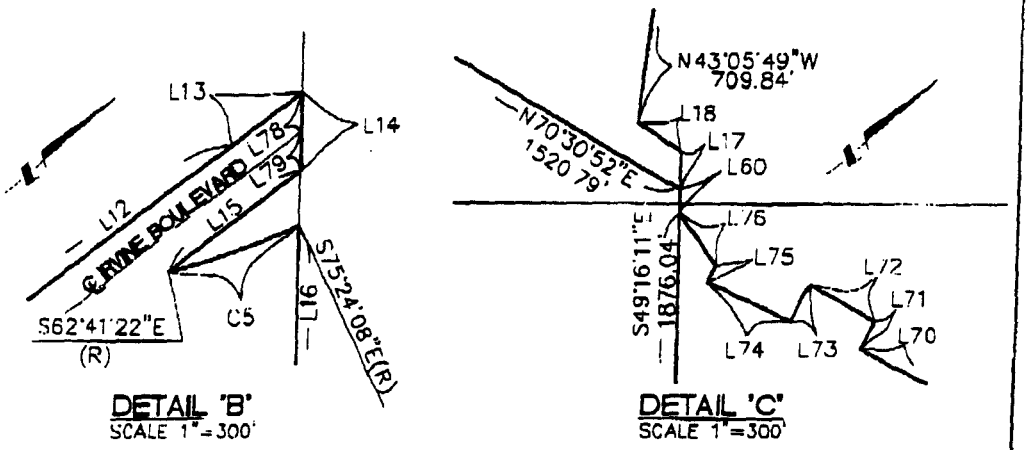
SHEET 3 OF 5

PSOMAS

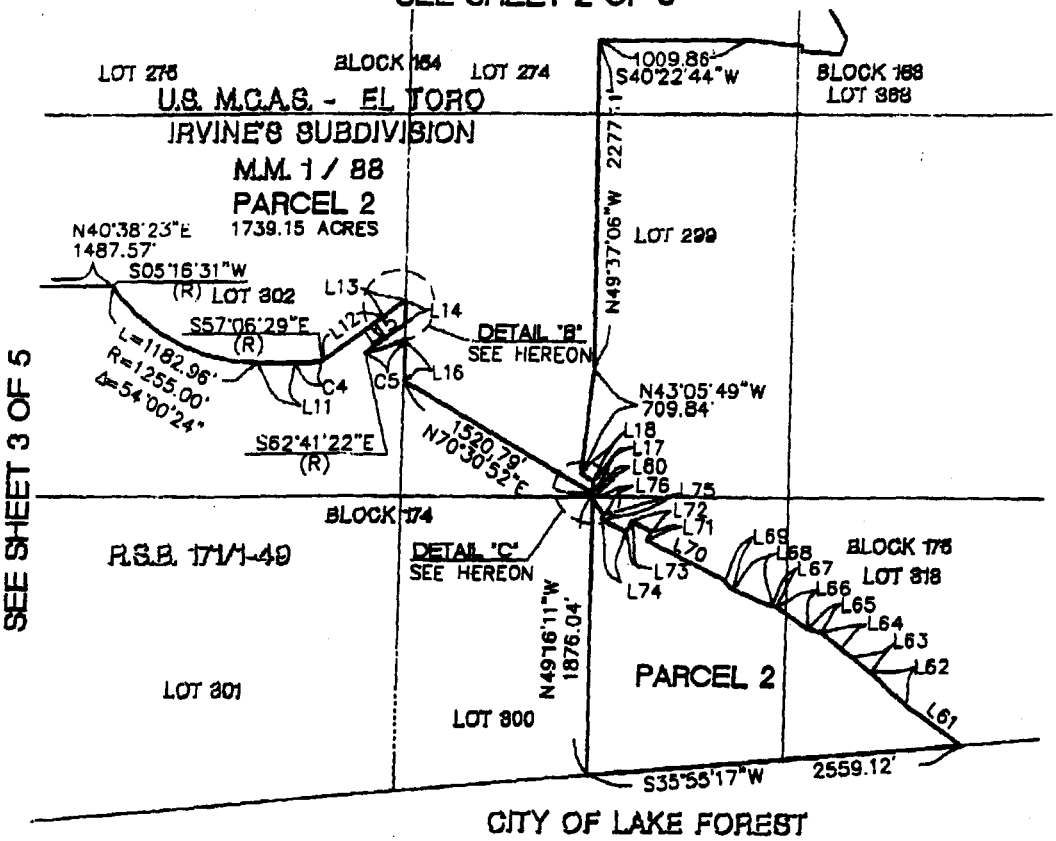
SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT J-1-II

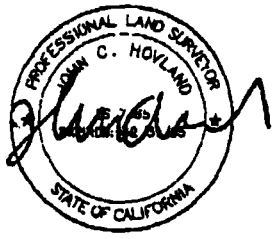
EXHIBIT B

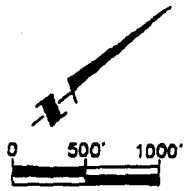


SEE SHEET 2 OF 5



CITY OF LAKE FOREST
RANCHO CANADA DE LOS ALISOS
M.R.L.A. CO 3/290-291





SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 308 & 309 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 298 & 302 of Block 174, Lots 382, 383, 386, & 387 of Block 153, Lots 313, 314, 384, & 385 of Block 175, Lots 315 & 380 of Block 176, Lot of Block 380, and Lot 389 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book , Page 88.

MCAS-EL TORO

REV 2	8/4/03
REV 3	9/28/04

SHEET 4 OF 5

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

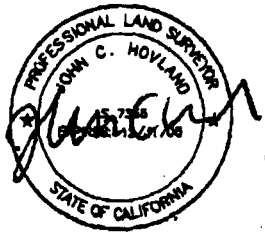
EXHIBIT J-1-II

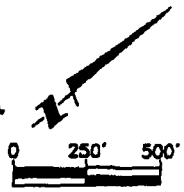
EXHIBIT B

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L1	208.48	S40°12'23"W
L2	276.58	S00°57'09"W
L3	141.47	N89°02'51"W
L4	221.51	S00°57'09"W
L5	38.00	S89°02'51"E
L6	396.66	S00°57'09"W
L7	226.79	S39°48'20"W
L8	129.84	S01°16'40"W
L9	265.16	N49°20'18"W
L10	100.00	N40°39'42"E
L11	249.30	N41°16'07"E
L12	516.75	N03°38'44"E
L13	176.68	N02°41'27"E
L14	159.99	S49°15'52"E
L15	332.04	S02°41'27"W
L16	282.44	S49°15'52"E
L17	77.98	N49°16'11"W
L18	103.60	S74°22'29"W
L19	378.73	N47°00'59"E
L20	36.97	S43°46'25"E
L21	253.88	N44°10'35"E
L22	114.34	N27°59'45"W
L23	358.80	N80°16'46"W
L24	395.26	N73°37'35"W
L25	600.49	N46°14'31"W
L26	386.94	N64°33'36"W
L27	485.85	N37°18'55"E
L28	542.47	S89°00'03"E
L29	542.88	N65°05'59"E
L30	292.98	S57°02'19"E
L31	419.52	S64°00'47"E
L32	250.57	N77°23'57"E
L33	202.52	N08°37'42"E
L34	602.13	N43°04'22"E
L35	245.79	N19°58'15"E
L36	469.87	N17°07'55"W
L37	284.78	S89°29'32"W
L38	103.05	S58°28'51"W
L39	400.68	N69°03'15"W
L40	525.37	N09°57'17"W
L41	290.35	S81°17'11"W
L42	124.67	N78°49'46"W
L43	203.08	N68°35'40"W
L44	104.09	N56°18'27"W
L45	216.34	N06°22'01"W
L46	325.40	N49°06'35"W
L47	477.81	N11°45'54"W
L48	360.00	N84°51'40"W
L49	417.78	S27°40'18"W
L50	598.73	S49°36'32"W
L51	344.48	S02°59'41"E
L52	228.32	S03°00'59"W
L53	220.14	S87°55'12"W
L54	186.94	S26°01'09"W
L55	255.62	S69°51'58"W
L56	156.90	N72°56'54"W

CURVE TABLE			
NO.	LENGTH(FT)	RADIUS	DELTA
C1	188.50	120.00	90°00'00"
C2	605.19	900.00	38°31'40"
C3	361.28	230.00	90°00'00"
C4	183.48	1255.00	08°22'36"
C5	278.46	1255.00	12°42'46"
C6	457.83	955.00	27°28'04"
C7	506.24	845.00	34°19'33"
C8	133.34	211.96	36°02'33"
C9	603.27	646.25	53°29'05"

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L57	151.70	N24°32'07"W
L58	367.42	S83°17'33"W
L59	358.95	S40°40'32"W
L60	45.06	S49°16'11"E
L61	476.64	N76°05'15"E
L62	320.43	N82°25'15"E
L63	165.87	N78°20'15"E
L64	265.63	N79°45'15"E
L65	103.32	N55°15'15"E
L66	257.59	N75°55'15"E
L67	34.25	N44°40'15"E
L68	290.62	N64°40'15"E
L69	78.87	N88°45'15"E
L70	612.07	N67°20'15"E
L71	65.00	S21°00'30"E
L72	155.00	N68°59'30"E
L73	83.12	N21°00'30"W
L74	184.71	N65°30'27"E
L75	37.00	S23°59'33"E
L76	132.97	S84°39'33"E
L77	438.55	S19°46'09"E
L78	79.99	S49°15'52"E
L79	80.00	S49°15'52"E





DESCRIPTION: That portion of Lots 308 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272, & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 298, & 302 of Block 174, Lots 362, 363, 364, & 367 of Block 153, Lots 313, 314, 324, & 325 of Block 175, Lots 318 & 360 of Block 176, Lot of Block 360, and Lot 358 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 1	5/27/03
REV 2	8/4/03

SHEET 5 OF 5

P S O M A S

SCALE	1" = 500'
DRAFTED	CN
CHECKED	JH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT J-1-II

LEGAL DESCRIPTION

Exhibit "A"

Parcel 3A-1

In the City of Irvine, County of Orange, State of California, being those portions of Lots 290 of Block 156, and Lots 307 and 310 of Block 172 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, and also those portions of Parcels 1A and 2, described in the deed recorded in Book 11831, Page 1062 and Book 11253, Page 959 of Official Records, lying within the U.S. M.C.A.S. El Toro property, all as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying northerly of the following described line:

Beginning at the intersection of the centerline of Alton Parkway with the westerly line of said Parcel 2, said intersection being also the beginning of a non-tangent curve concave northeasterly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 37°36'19" West, (shown as South 37°36'05" West on said Record of Survey); thence southeasterly along said curve and said centerline 815.37 feet through a central angle of 25°57'15"; thence leaving said centerline South 04°46'49" West 323.29 feet to the beginning of a curve concave easterly having a radius of 1400.00 feet; thence southerly along said curve 616.04 feet through a central angle of 25°12'42"; thence South 20°25'53" East 490.17 feet; thence North 40°26'55" East 1130.96 feet to the beginning of a curve concave northwesterly having a radius of 417.00 feet; thence northeasterly along said curve 299.22 feet through a central angle of 41°06'48" to the beginning of a reverse curve concave southeasterly having a radius of 518.00 feet, a radial line to the beginning of said curve bears South 89°20'07" West; thence northeasterly along said curve 265.18 feet through a central angle of 29°19'55"; thence non-tangent to said curve North 09°24'49" West 60.00 feet to a point on said centerline; thence North 80°35'11" East 399.69 feet along said centerline to the beginning of a non-tangent curve concave northerly having a radius of 1800.00 feet, a radial line to the

beginning of said curve, bears South 08°31'46" East; thence easterly along said curve 496.71 through a central angle of 15°48'39" to the easterly line of said Parcel 2.

Together with the following described parcel:

Parcel 3A-2

In the City of Irvine, County of Orange, State of California, being those portions of Lots 279, 280, 285, and 286 of Block 140, and Lots 281, 283, and 284 of Block 155 of Irvine's Subdivision, as shown on a map filed in Book 1 Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S. El Toro property, and as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, all of the records of said County, described as follows:

Commencing at the southwest quarter corner of Block 142 said quarter corner being shown on said Record of Survey; thence along the northeasterly line of said Lot 271, said line being also the former centerline of Irvine Boulevard, as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard; thence leaving said former centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears South 32°59'43" East; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southwesterly along said curve 2226.96 feet through a central angle of 53°09'53" to the **True Point of Beginning;** thence South 39°16'19" East 1519.69 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2100.00 feet, a radial line to the beginning

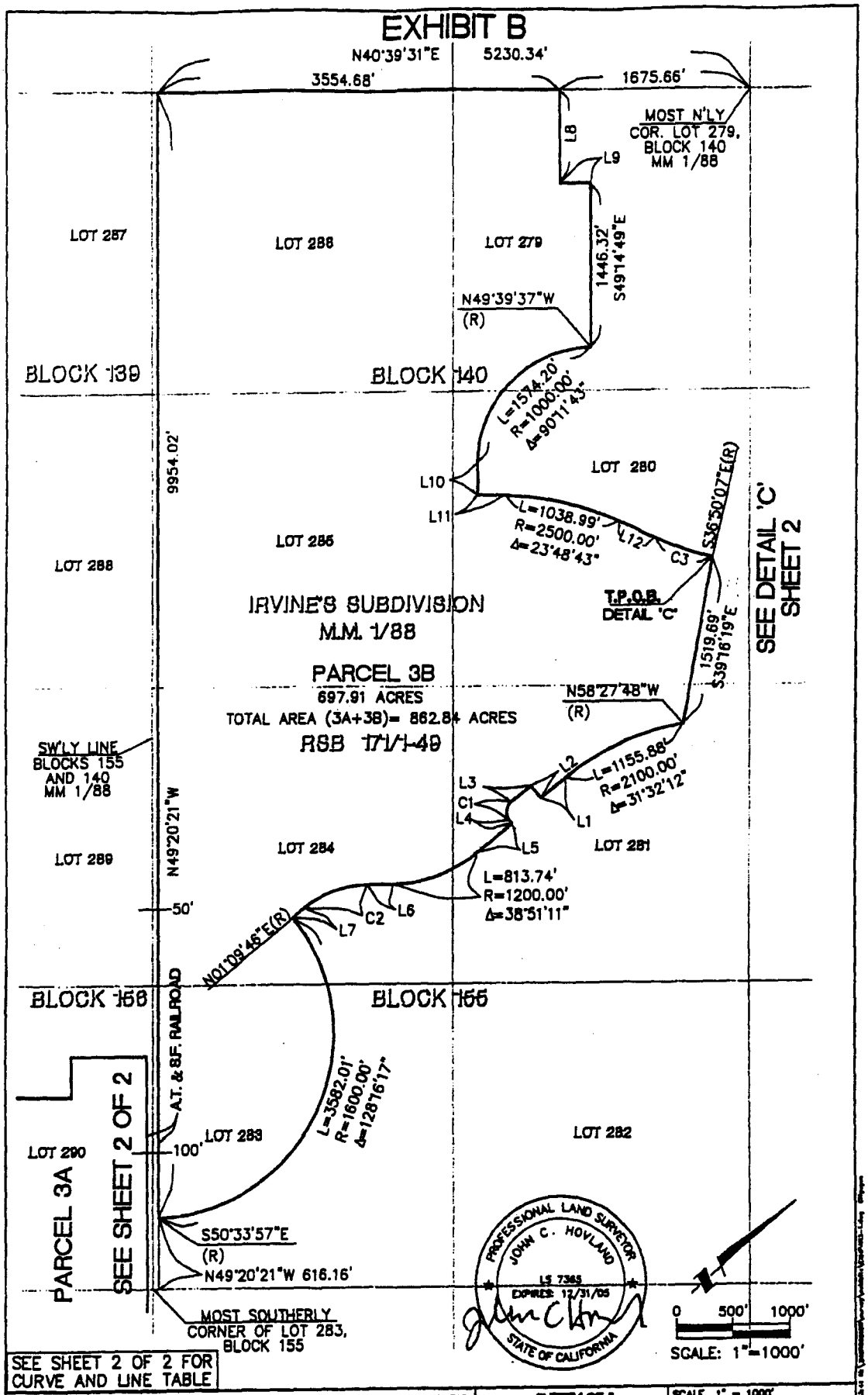
of said curve bears North 58°27'48" West; thence southerly along said curve 1155.88 feet through a central angle of 31°32'12"; thence non-tangent to said curve South 00°57'09" West 276.56 feet; thence North 89°02'51" West 141.47 feet; thence South 00°57'09" West 221.51 feet to the beginning of a curve concave northeasterly having a radius of 120.00 feet; thence southeasterly along said curve 188.50 feet through a central angle of 90°00'00"; thence South 89°02'51" East 38.00 feet; thence South 00°57'09" West 396.66 feet to the beginning of a curve concave westerly having a radius of 1200.00 feet; thence southerly along said curve 813.74 feet through a central angle of 38°51'11"; thence South 39°48'20" West 226.79 feet to the beginning of a curve concave easterly having a radius of 900.00 feet; thence southerly along said curve 605.19 feet through a central angle of 38°31'40"; thence South 01°16'40" West 129.84 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1600.00 feet, a radial line to the beginning of said curve bears North 01°09'46" East; thence easterly, southeasterly, southerly and southwesterly along said curve 3582.01 feet through a central angle of 128°16'17" to a point on a line parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Blocks 155 and 140, said point lying distant along said parallel line North 49°20'21" West 616.16 feet from the southeasterly line of said Lot 283; thence North 49°20'21" West 9954.02 feet along said parallel line to a point on the northwesterly line of said Lot 286; thence North 40°39'31" East 3554.68 feet along the northwesterly line of said Lots 286 and 279 to a point lying distant thereon South 49°39'31" West 1675.66 feet from the most northerly corner of said Lot 279; thence South 49°21'34 East 817.62 feet; thence North 41°14'17" East 275.57 feet; thence South 49°14'49" East 1446.32 feet to the beginning of a non-tangent curve concave easterly having a radius of 1000.00 feet, a radial line to the beginning of said curve bears North 49°39'37" West; thence southwesterly, southerly, and southeasterly along said curve 1574.20 feet through a central angle of 90°11'43"; thence South 49°51'20" East 281.26 feet; thence North 42°16'45" East 235.22 feet to the beginning of a curve concave southeasterly having a radius of 2500.00 feet; thence northeasterly along said curve 1038.99 feet through a central angle of 23°48'43"; thence North 66°05'28" East 353.80 feet to the beginning of a curve concave northwesterly having a radius of

2400 feet; thence northeasterly along said curve 541.46 feet through a central angle of 12°55'35" to the **True Point of Beginning.**

Containing 862.84 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.



DESCRIPTION: That portion of Lots 290 and 291 of Block 156, Lots 307 through 310 of Blocks 172, Lots 279, 280, 285, and 288 of Block 140, Lots 281, 283, and 284 of Block 155, in the unincorporated territory of the County of Orange, State of California, as shown on Irvine's Subdivision filed in Book 1 Page 88.

MCAS-EL TORO

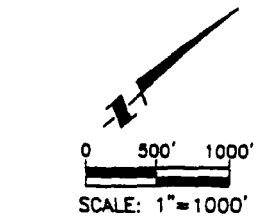
SHEET 1 OF 2

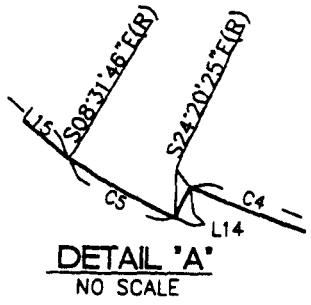
PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL 2003
JOB NUMBER	2NOR060100 T3

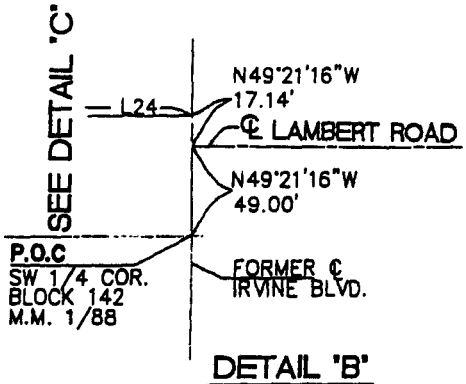
EXHIBIT J-1-III

EXHIBIT B

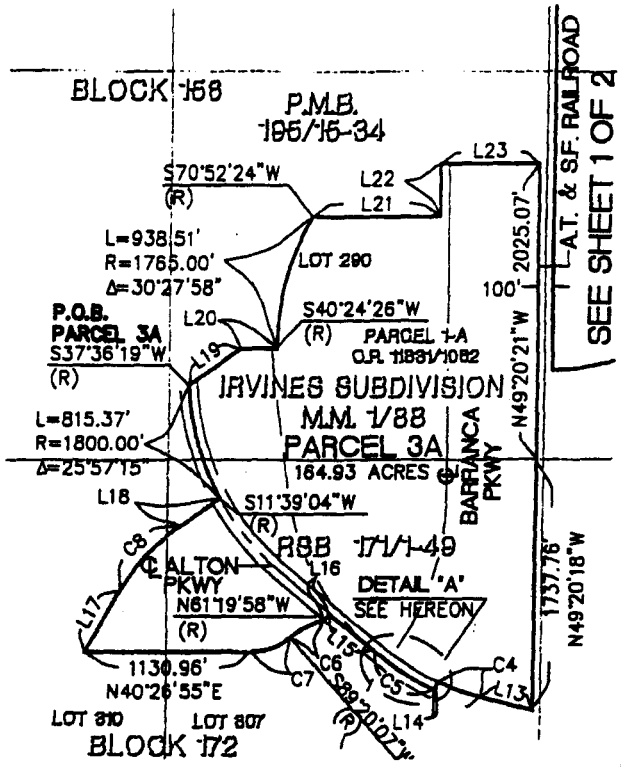


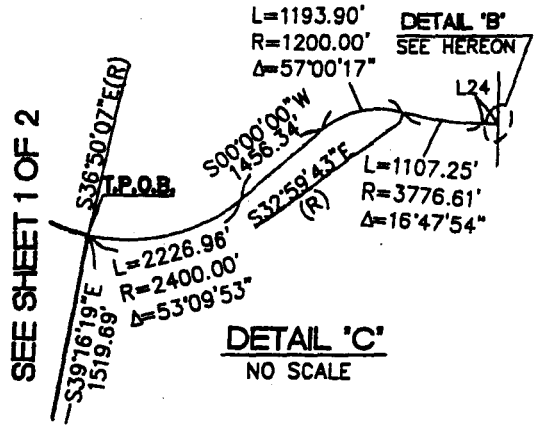


DETAIL "A"
NO SCALE



DETAIL "B"
NO SCALE





DETAIL "C"
NO SCALE

LINE TABLE		
NO.	LENGTH (FT)	BEARING
L1	276.56	S00°57'09"W
L2	141.47	N89°02'51"W
L3	221.51	S00°57'09"W
L4	38.00	S89°02'51"E
L5	396.66	S00°57'09"W
L6	226.79	S39°48'20"W
L7	129.84	S01°16'40"W
L8	817.62	S49°21'34"E
L9	275.57	N41°14'17"E
L10	281.26	S49°51'20"E
L11	235.22	N42°16'45"E
L12	353.80	N66°05'28"E
L13	363.30	N55°30'00"E
L14	60.00	N24°20'25"W
L15	399.69	N80°35'11"E
L16	60.00	N09°24'49"W
L17	490.17	S20°25'53"E
L18	323.29	S04°46'49"W
L19	444.45	S05°38'08"W
L20	245.00	S40°24'26"W
L21	871.70	S40°39'39"W
L22	359.93	S49°20'21"E
L23	665.29	S40°39'39"W
L24	208.48	S40°12'23"W

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C1	188.50	120.00	90°00'00"
C2	605.19	900.00	38°31'40"
C3	541.46	2400.00	12°55'35"
C4	308.54	1740.00	10°09'35"
C5	496.71	1800.00	15°48'39"
C6	265.18	518.00	29°19'55"
C7	299.22	417.00	41°06'48"
C8	616.04	1400.00	25°12'42"

DESCRIPTION: That portion of Lots 290 and 291 of Block 156, Lots 307 through 310 of Blocks 172, Lots 279, 280, 285, and 286 of Block 140, Lots 281, 283, and 284 of Block 155, in the unincorporated territory of the County of Orange, State of California, as shown on Irvine's Subdivision filed in Book 1 Page 88.

MCAS-EL TORO

SHEET 2 OF 2

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT J-1-III

LEGAL DESCRIPTION

Exhibit A

Parcel 4

In the City of Irvine, County of Orange, State of California, being those portions of Lots 290 and 291 of Block 156, and Lots 307 through 310 inclusive of Block 172 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, and also those portions of Parcels 2 and 3, described in the deed recorded in Book 11831, Page 1062, of Official Records, all lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying southerly of the following described line:

Beginning at the intersection of the centerline of Alton Parkway with the westerly line of said Parcel 2, said intersection being also the beginning of a non-tangent curve concave northeasterly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 37°36'19" West; thence southeasterly along said curve and said centerline 815.37 feet through a central angle of 25°57'15"; thence leaving said centerline South 04°46'49" West 323.29 feet to the beginning of a curve concave easterly having a radius of 1400.00 feet; thence southerly along said curve 616.04 feet through a central angle of 25°12'42"; thence South 20°25'53" East 490.17 feet; thence North 40°26'55" East 1130.96 feet to the beginning of a curve concave northwesterly having a radius of 417.00 feet; thence northeasterly along said curve 299.22 feet through a central angle of 41°06'48" to the beginning of a reverse curve concave southeasterly having a radius of 518.00 feet, a radial line to the beginning of said curve bears South 89°20'07" West; thence northeasterly along said curve 265.18 feet through a central angle of 29°19'55"; thence non-tangent to said curve North 09°24'49" West 60.00 feet to a point on said centerline; thence North 80°35'11" East 399.69 feet along said centerline to the beginning of a non-tangent curve concave northerly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 08°31'46" East;

thence easterly along said curve 496.71 feet through a central angle of 15°48'39" to the easterly line of said Parcel 2.

Containing 201.71 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

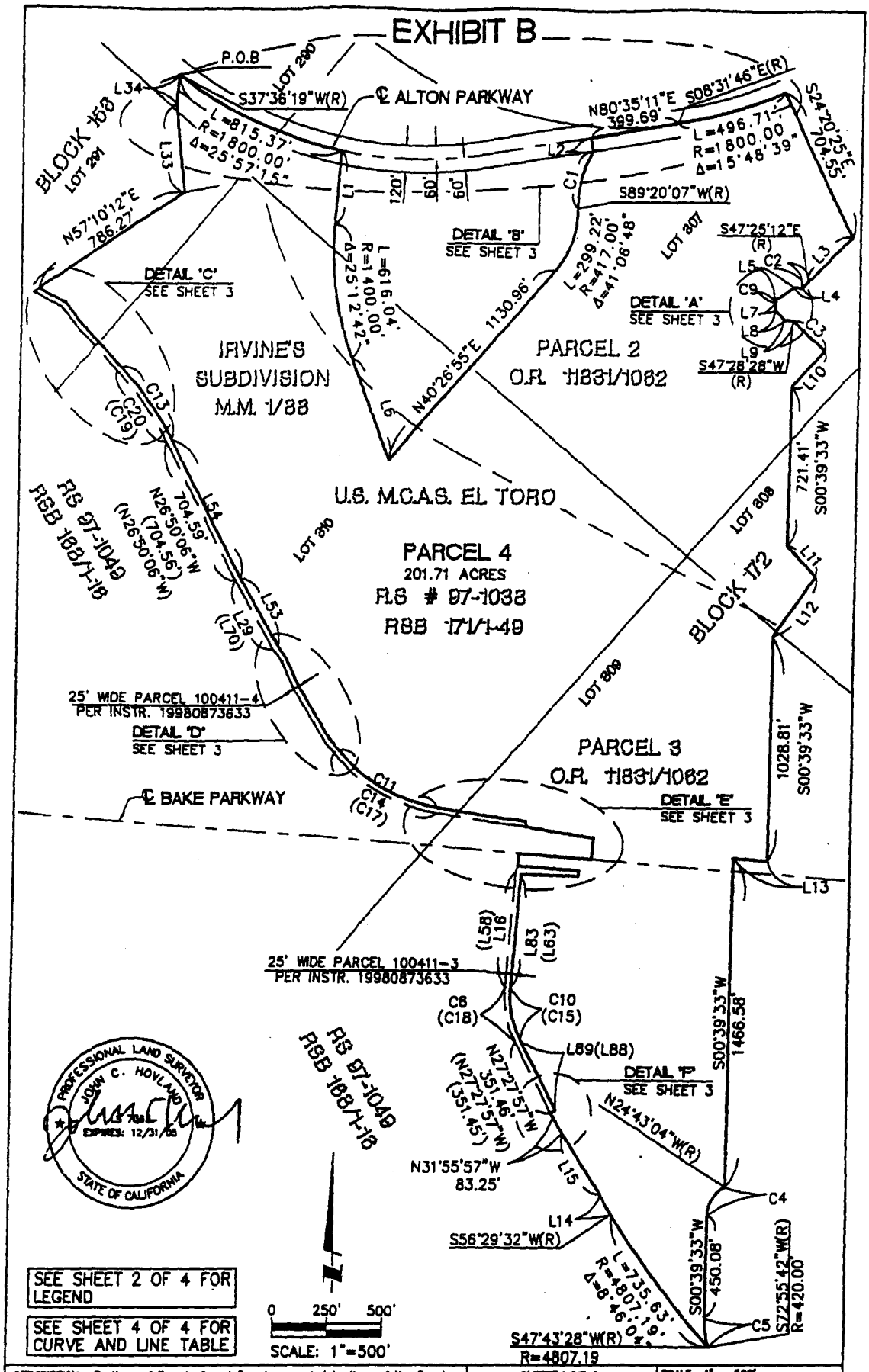
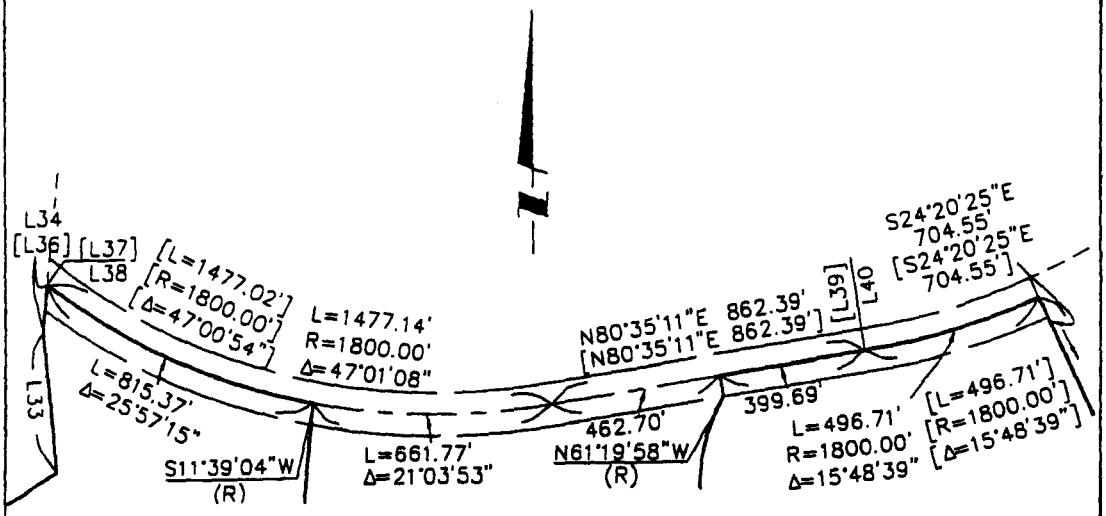
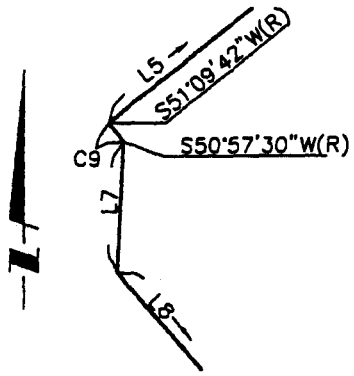


EXHIBIT J-1-IV

EXHIBIT B



DETAIL "B"
SCALE 1"=400'



DETAIL "A"
SCALE 1"=40'

LEGEND

[] Record Per Record of Survey 97-1038 RSB 171/1-49.

() Record Per Quitclaim Deed Recorded December 17, 1998, Instrument No. 19980873633, O.R. and Record of Survey 97-1049, RSB 168/1-16.

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
EXPIRES: 12/31/05
STATE OF CALIFORNIA

SEE SHEET 4 OF 4 FOR CURVE AND LINE TABLE

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1082.

MCAS-EL TORO

REV 1	5/20/03
REV 2	

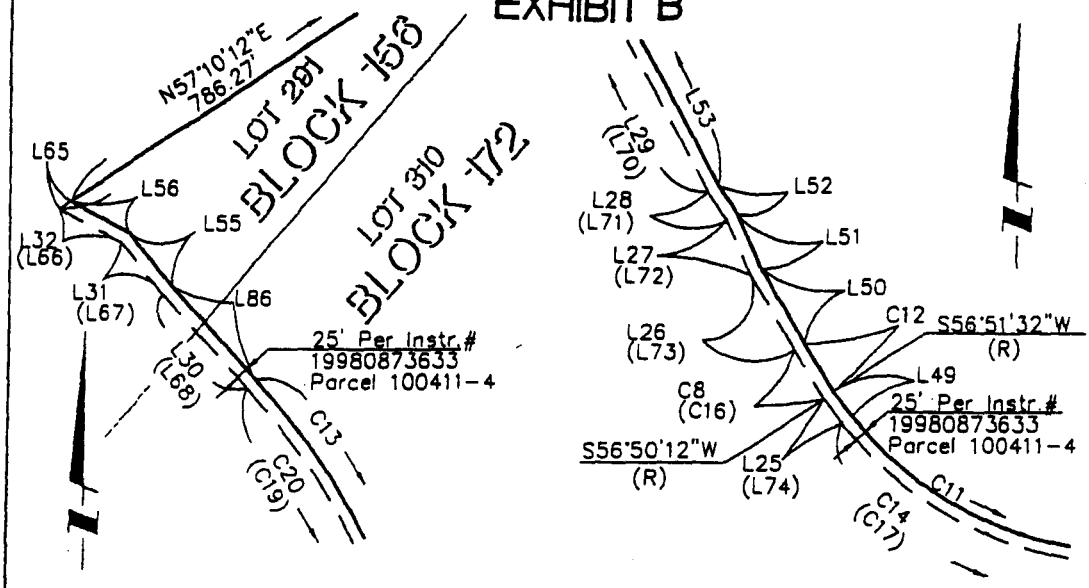
SHEET 2 OF 4

PSOMAS

SCALE	1" = 500'
DRAFTED	SFB
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2YOR060100 T3

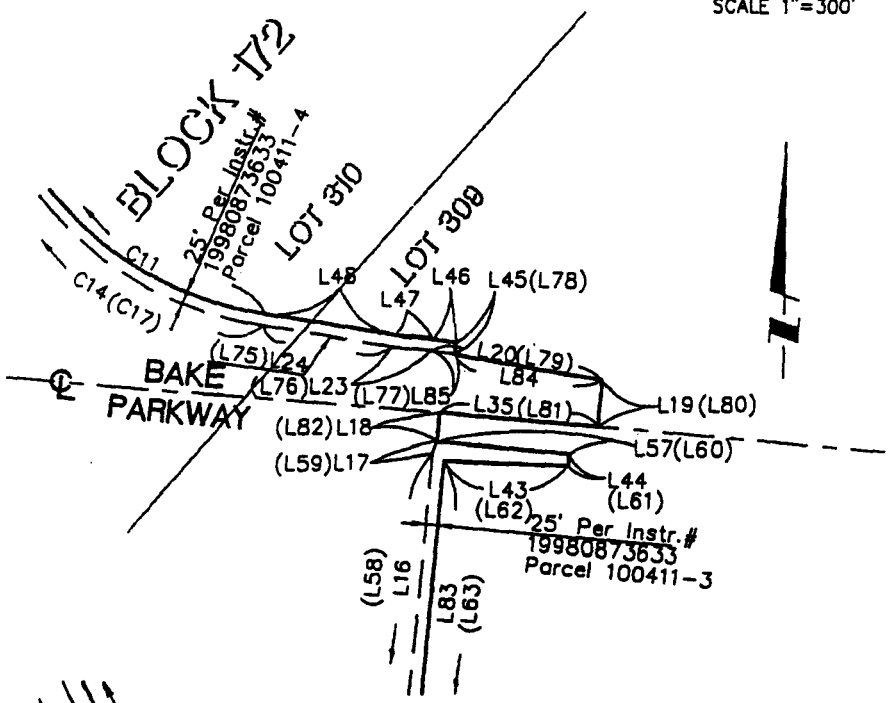
EXHIBIT J-1-IV

EXHIBIT B

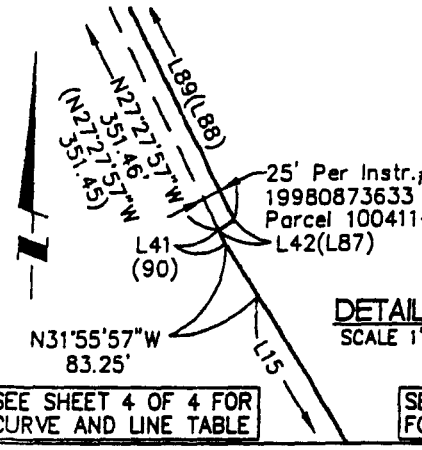


DETAIL 'C'
SCALE 1"=300'

DETAIL 'D'
SCALE 1"=300'



DETAIL 'E'
SCALE 1"=300'



DETAIL 'F'
SCALE 1"=200'



SEE SHEET 4 OF 4 FOR CURVE AND LINE TABLE

SEE SHEET 2 OF 4 FOR FOR LEGEND

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11851, Page 1062.

MCAS-EL TORO

REV 1	5/20/03
REV 2	

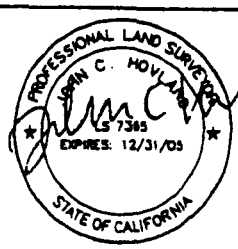
SHEET 3 OF 4

PSOMAS

SCALE	1" = 500'
DRAFTED	SFB
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2HOR080100 T3

EXHIBIT J-1-IV

EXHIBIT B



SEE SHEET 2 OF 4 FOR FOR LEGEND

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L1	323.29	S04°46'49"W
L2	60.00	N09°24'49"W
L3	269.60	S42°34'48"W
L4	38.56	N84°39'47"W
L5	100.00	S51°09'42"W
L6	490.17	S20°25'53"E
L7	36.23	S02°49'08"W
L8	60.00	S40°47'01"E
L9	36.23	S84°23'22"E
L10	216.54	S41°25'05"W
L11	185.84	S41°30'00"E
L12	325.00	S33°11'01"W
L13	150.37	N85°20'42"W
L14	98.64	N28°16'11"W
L15	319.56	N32°20'05"W
L16	517.15	N04°39'03"E
L17	27.92	N18°51'06"E
L18	57.50	N04°38'58"E
L19	95.79	N04°38'58"E
L20	356.12	N80°29'02"W
L23	81.08	N84°45'40"W
L24	275.40	N80°28'49"W
L25	63.38	N38°20'00"W
L26	180.06	N30°52'21"W
L27	120.81	N24°13'05"W
L28	68.69	N33°52'58"W
L29	360.05	N28°55'06"W
L30	259.71	N42°50'00"W
L31	135.82	N39°25'00"W
L32	147.34	N62°43'34"W
L33	395.85	N05°37'01"W
L34	128.46	N05°36'08"E
L35	325.78	S85°21'02"E
L36	[128.17]	[N05°36'08"E]
L37	RADIAL	[S37°36'05"W]
L38	RADIAL	S37°36'19"W
L39	RADIAL	[S08°31'46"E]
L40	RADIAL	S08°31'46"E
L41	20.64	N27°27'57"W
L42	25.06	S58°37'33"W
L43	257.70	N88°21'06"W
L44	25.00	N04°38'58"E
L45	25.09	N04°38'50"E
L46	46.02	N80°29'02"W
L47	81.08	N84°45'40"W
L48	274.47	N80°28'49"W
L49	62.25	N38°20'00"W
L50	178.58	N30°52'21"W
L51	121.47	N24°13'05"W

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L52	69.72	N33°52'58"W
L53	358.51	N28°55'06"W
L54	704.13	N26°50'06"W
L55	140.23	N39°25'00"W
L56	138.12	N62°43'34"W
L57	275.50	N85°21'02"W
L58	(517.13)	(N04°39'03"E)
L59	(27.89)	(N19°11'07"E)
L60	(275.50)	(S85°20'57"E)
L61	(25.00)	(S04°39'03"W)
L62	(257.85)	(N88°21'01"W)
L63	(505.63)	(S04°39'03"W)
L65	28.84	N57°10'12"E
L66	(147.46)	(S62°43'34"E)
L67	(135.82)	(S39°25'00"E)
L68	(259.70)	(S42°50'00"E)
L70	(360.04)	(S28°55'06"E)
L71	(68.69)	(S33°52'58"E)
L72	(120.81)	(S24°13'05"E)
L73	(180.05)	(S30°52'21"E)
L74	(63.38)	(S38°20'00"E)
L75	(275.39)	(S80°28'49"E)
L76	(81.05)	(S84°43'32"E)
L77	(47.21)	(S80°28'49"E)
L78	(25.09)	(N04°39'03"E)
L79	(356.11)	(S80°28'49"E)
L80	(95.79)	(S04°39'03"W)
L81	(325.78)	(S85°20'57"E)
L82	(57.50)	(S04°39'03"W)
L83	505.72	N04°39'03"E
L84	308.91	N80°29'02"W
L85	47.21	N80°29'02"W
L86	258.97	N42°50'00"W
L87	(25.06)	(S58°37'33"W)
L88	(349.74)	(S27°27'57"E)
L89	349.74	N27°27'57"W
L90	(20.64)	(N27°27'57"W)

CURVE TABLE			
NO.	LENGTH(FT)	RADIUS(FT)	DELTA
C1	265.18	518.00	29°19'55"
C2	39.42	770.00	02°56'00"
C3	195.55	1850.00	06°03'23"
C4	157.90	140.00	64°37'23"
C5	129.97	420.00	17°43'51"
C6	260.10	464.02	32°07'00"
C8	117.55	2940.11	02°17'27"
C9	6.57	1850.00	00°12'12"
C10	246.09	439.02	32°07'00"
C11	533.33	725.03	42°08'49"
C12	115.44	2915.11	02°16'08"
C13	397.91	1425.05	15°59'54"
C14	551.72	750.03	42°08'49"
C15	(246.08)	(439.00)	(32°07'00")
C16	(117.55)	(2940.00)	(02°17'27")
C17	(551.70)	(750.00)	(42°08'49")
C18	(260.09)	(464.00)	(32°07'00")
C19	(390.91)	(1400.00)	(15°59'54")
C20	390.93	1400.05	15°59'54"

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1062.

MCAS-EL TORO

REV 1	5/20/03
REV 2	

SHEET 4 OF 4

PSOMAS

SCALE 1" = 500'
DRAFTED SFB
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2NOR060100 T3

EXHIBIT J-1-IV

EXHIBIT "K"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR

THE ORANGE COUNTY GREAT PARK

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, California 92623

Attention: City Manager

(Space Above for Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS

FOR

THE IRVINE GREAT PARK

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, California 92623

Attention: City Manager

(Space Above For Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR

THE ORANGE COUNTY GREAT PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of _____, 2005 by HERITAGE FIELDS LLC, a Delaware limited liability company ("Declarant ").

RECITALS:

A. Declarant owns and leases under LIFOC that certain real property consisting of approximately Three Thousand Six Hundred Seventy-Three (3,673) acres of land area located in the City of Irvine, County of Orange, State of California, more particularly described in the legal description attached hereto as Attachment "1", excluding the City Conveyance Parcels conveyed to the City of Irvine (the "Base").

B. It is the desire and intention of Declarant to develop the "Property" (as defined hereinafter) for agricultural, auto, cemetery, commercial, commercial recreational, community commercial, educational, exposition, general industrial, golf course, institutional, medical and science, open space, park, research and development, residential, transit-oriented development, vehicle-related commercial, and incidental uses, as further described in that certain Development Agreement entered into and recorded concurrently herewith by and between Declarant and the City of Irvine ("City") in the Official Records ("Development Agreement"), and to impose mutually beneficial restrictions for the maintenance, use, occupancy, and enjoyment of the Property.

C. Declarant hereby declares that the Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, reservations, rights, easements, conditions and covenants contained in this Declaration, all of

which are declared and agreed to be in furtherance of a plan for the maintenance, use, occupancy, and enjoyment of the Property for the purpose of enhancing the value, desirability and attractiveness of the Property. All provisions of this Declaration, including without limitation the easements, uses, obligations, covenants, conditions and restrictions hereof, are hereby imposed as equitable servitudes upon the Property. All of the limitations, restrictions, reservations, rights, easements, conditions and covenants herein shall run with and burden the Property and shall be binding on and for the benefit of all of the Property and all Persons having or acquiring any interest in the Property, or any part thereof, and their successive owners and assigns.

1. DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein have the following specified meanings:

1.1 Architectural Committee or Committee. Architectural Committee or Committee means the Architectural Review Committee created pursuant to Article IV hereof.

1.2 Articles. Articles means the Articles of Incorporation of the Association, as they may be amended from time to time.

1.3 Assessment Chart. Assessment Chart means the Assessment Chart attached hereto and incorporated herein as Attachment "3". The Assessment Chart assigns a multiplier to each category of zoning in the Property (other than park, recreation, and open space uses under the control of the City or the City's Transferee), for purposes of determining each Owner's share of Reconstruction Assessments, Regular Assessments and Special Assessments (an "Owner's Share of Assessments"). An Owner's Share of Assessments is calculated by multiplying the acreage, square footage, or number of dwelling units (as the case may be) of each portion of the Owner's Parcel by the multiplier applicable to the zoning of such portion (whether or not any of said portion is currently, or will ever be, developed for said zoned use).

1.4 Association. Association means the Heritage Fields Community Association , a California nonprofit corporation (formed pursuant to the California Nonprofit Mutual Benefit Corporation Law), its successors and assigns.

1.5 Association Maintenance Funds. Association Maintenance Funds means the accounts created for Association receipts and disbursements pursuant to Article V hereof.

1.6 Base. Base means, collectively, Parcel I, Parcel II, Parcel III, and Parcel IV.

1.7 Beneficiary. Beneficiary means a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust and the assignees of such Mortgagee or Beneficiary.

1.8 Board. Board means the Association's Board of Directors who shall be appointed and elected in accordance with the Bylaws.

1.9 Budget. Budget means a written, itemized estimate of the Association's income and Common Expenses prepared by the City or the City's Transferee, as applicable, and

approved by the Board. In the event the Board disputes the figures set forth in the estimate prepared by the City or the City's Transferee, the Board and the City, or the City's Transferee, as applicable, shall meet and confer and attempt to reach consensus on the figures. In the event no consensus is reached within sixty (60) days, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in Section 12.12 herein.

1.10 Bylaws. Bylaws means the Bylaws of the Association as adopted by the Board, as they may be amended from time to time.

1.11 CFD. CFD means the community facilities district described in Article III hereof.

1.12 City. City means the City of Irvine, in the County of Orange, State of California, and its various departments, divisions, employees and representatives.

1.13 City's Designee. City's Designee means (i) the Orange County Great Park Corporation, a California non-profit corporation; or (ii) Declarant, with regard to the performance of one or more of the responsibilities, obligations or undertakings of the City, provided that the City and Declarant have entered into an assignment for Declarant to serve as City's Designee therefor; or (iii) a governmental entity or other non-profit corporation to whom the City in its sole and absolute discretion has designated to obtain ownership, control, and/or operation of the Public Property; provided, however, no such designation shall be effective until the City has provided written notice thereof to the Association.

1.14 Close of Escrow. Close of Escrow means the date on which a deed is Recorded conveying a Parcel from one of the entities that comprise Declarant to an Owner.

1.15 Commencement Date. Commencement Date means the date on which the Declarant has or could have executed the Development Agreement.

1.16 Common Expenses. Common Expenses means those expenses for which, subject to Article III, the Association is responsible under this Declaration, including the actual and estimated costs of: (a) all necessary landscape maintenance services for the Public Property; (b) maintaining, managing, operating, and repairing the Public Property and maintenance of gas, water and waste pipes, sewers, ducts, chutes, conduits, wires and utility installations which are located within any of the buildings located in the Public Property ("Public Buildings") or in the exterior walls, ceilings, foundations or foundation slabs within any of the Public Buildings; (c) painting and otherwise maintaining the exterior surfaces of the exterior walls of the Public Buildings; (d) maintaining, managing and controlling the water system for the Public Buildings to the back of each individual water meter; (e) unpaid Special Assessments and Reconstruction Assessments; (f) all utilities metered to the Public Property; (g) trash collection and removal related to the Public Property; (h) maintaining signs on the Public Property; (i) any necessary janitorial services for maintaining the Public Property; (j) maintaining the public streets, sidewalks, curbs, gutters, and traffic signal facilities located within, and adjacent to, the Property; (k) managing and administering the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; (l) reimbursement to the City for municipal police services, security, and other services benefiting the Public Property; (m) errors and omissions and directors, officers, and agents liability insurance, and

other insurance covering the directors, officers and agents of the Association; (n) bonding the members of the Board; (o) taxes, if any, paid by the Association, including real property taxes and assessments separately levied against the Public Property; (p) discharging of any lien or encumbrance levied against the Public Property, or portions thereof; and (q) all other costs incurred by the Association, for any reason whatsoever in connection with the Property, for the benefit of the Public Property.

1.17 Declarant. Declarant means Heritage Fields LLC, a Delaware limited liability company, and any Person to which Declarant shall have assigned any of its rights hereunder by an express written assignment, which assignment has been approved by the City. As used in this Section, "successor" means a Person who acquires any of the entities that comprise Declarant or substantially all of said entity's assets, or who merges with Declarant, by sale, merger, reverse merger, consolidation, sale of stock or assets, operation of law or otherwise.

1.18 Declaration. Declaration means this document as it may be amended.

1.19 Design Guidelines. Design Guidelines means those certain Design Guidelines prepared and approved in accordance with Article IV hereof.

1.20 Developer. The term "Developer" shall mean Declarant, and any successor or assignee to the rights, powers, and responsibilities of Declarant with respect to any of Parcel I, Parcel II, Parcel III or Parcel IV.

1.21 Development Agreement. Development Agreement means that certain Development Agreement described in Recital F hereof.

1.22 Improvements. Improvements means all structures and appurtenances thereto, including but not limited to, buildings, walkways, sprinkler pipes, driveways, parking areas, walls, stairs, roofs, solar panels and related facilities, irrigation equipment and related facilities, exterior lighting, antennae and landscaping.

1.23 LLMD. LLMD means the landscaping and lighting maintenance district described in Article III.

1.24 Member. Member means any Person holding a Membership.

1.25 Membership. Membership means the voting and other rights and privileges of Members as provided in the Restrictions, together with the correlative duties and obligations contained therein.

1.26 Mortgage. Mortgage means any Recorded mortgage or deed of trust or other conveyance of one or more Parcels or other portion of the Property to secure the performance of an obligation, which conveyance will be reconveyed upon the completion of such performance.

1.27 Mortgagee, Mortgagor. Mortgagee means a Person to whom a Mortgage is made and includes the Beneficiary of a deed of trust. Mortgagor means a Person who mortgages his or her property to another (i.e., the maker of a Mortgage), and includes the Trustor of a deed of

trust. The term "Trustor" is synonymous with the term "Mortgagor" and the term "Beneficiary" is synonymous with the term "Mortgagee."

1.28 Notice and Hearing. Notice and Hearing means written notice and a hearing before the Board, as further provided in the Bylaws.

1.29 Official Records. Official Records shall mean the Orange County Recorder's Office.

1.30 Owner. Owner means the Person or Persons, including each of the entities that comprise Declarant, holding fee simple interest to a Parcel. The term "Owner" includes a seller under an executory contract of sale but excludes Mortgagees or any person merely having a security interest for the performance of an obligation.

1.31 Parcel. Parcel means each portion of the Property that constitutes a separate legal parcel and that is held under separate ownership.

1.32 Parcel I. The term "Parcel I" shall mean that portion of the Base consisting of approximately 902 acres of land area more particularly described in the legal description attached hereto as Attachment "1".

1.33 Parcel II. The term "Parcel II" shall mean that portion of the Base consisting of approximately 1,752 acres of land area more particularly described in the legal description attached hereto as Attachment "1".

1.34 Parcel III. The term "Parcel III" shall mean that portion of the Base consisting of approximately 863 acres of land area more particularly described in the legal description attached hereto as Attachment "1".

1.35 Parcel IV. The term "Parcel IV" shall mean that portion of the Base consisting of approximately 202 acres of land area more particularly described in the legal description attached hereto as Attachment "1".

1.36 Person. Person means a natural individual or any other entity with the legal right to hold title to real property.

1.37 Property. Property means, collectively, each of Parcel I, Parcel II, Parcel III, and Parcel IV that is retained by Declarant following Declarant's conveyance of the City Conveyance Parcels to the City.

1.38 Public Building. Public Building means a building or portion thereof located within the Public Property.

1.39 Public Property. Public Property means all of the real property within the Property that is owned in fee by the City or the City's Designee, or over which the City or the City's Designee has an easement for public right-of-way, drainage, wildlife, conservation or open space purposes, and includes, but is not limited to, all public streets and sidewalks, parks, a sports park, a museum district, a police substation, transit facilities, drainage corridors and

wildlife corridors within the Property. Any references in this Declaration to Public Property are references to the Public Property as a whole and to portions thereof. The Public Property is more particularly described on Attachment "2", attached hereto and incorporated herein by this reference.

1.40 Reconstruction Assessment. Reconstruction Assessment means a charge which the Board may levy against the Owners of Parcels and said Parcels, representing a portion of the cost to maintain, repair, or replace, or reconstruct any Improvements on the Public Property. Unless set forth otherwise herein, such charge shall be levied among said Owners and their Parcels in accordance with the Assessment Chart.

1.41 Recordation, Record. Recordation means, with respect to any document, the recordation of such document in the Office of the Orange County Recorder. Record means to cause the Recordation of a document.

1.42 Regular Assessment. Regular Assessment means a charge against the Owners and their Parcels, representing a portion of the Common Expenses, which are to be levied as provided herein.

1.43 Restrictions. Restrictions means this Declaration, the Articles, and the Bylaws of the Association.

1.44 Special Assessment. Special Assessment means either (a) a charge against a particular Owner and the Owner's Parcel directly attributable to, or reimbursable by, that Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the Restrictions, or (b) a reasonable fine or penalty assessed by the Board for a violation of the Restrictions, plus interest and other charges on such Special Assessments as provided for herein. Special Assessments may include any late payment penalties, interest charges or costs (including attorneys' fees) incurred by the Association in the collection of Regular or Reconstruction Assessments.

1.45 All other capitalized terms shall have the definition set forth in the Development Agreement.

2. IRVINE GREAT PARK OWNERS ASSOCIATION

2.1 Organization of Association. The Association is or shall be incorporated under the name of Heritage Fields Community Association, as a corporation not for profit organized under the California Nonprofit Mutual Benefit Corporation Law.

2.2 Duties and Powers. The Association has the duties and powers set forth in the Restrictions and also has the general and implied powers of a nonprofit mutual benefit corporation, generally to do all things that a corporation organized under the laws of the State of California may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers set forth in the Restrictions. Without limiting the foregoing, the Association may at any time and from time to time:

2.2.1 Levy assessments to fund certain repair and maintenance, as described in Section 2.7;

2.2.2 Have the power and the duty to exercise all voting rights accorded the Association under this Declaration, which voting rights shall be exercised by the Board on behalf of the Association in a manner which, in the Board's sole discretion, enhances the value, desirability and attractiveness of the Property; and

2.2.3 Keep and preserve separate and complete books of account covering the Common Expenses, which any Owner and/or its authorized representatives shall have the right to examine and/or copy at such Owner's sole cost and expense during reasonable business hours, following reasonable notice.

2.3 Membership. Every Owner shall automatically be a Member and shall remain a Member until such Owner's Parcel ownership ceases, at which time such Owner's Membership shall automatically cease. Ownership of a Parcel is the sole qualification for Membership. Memberships are not assignable except to the Person to whom title to the Parcel has been transferred, and every Membership is appurtenant to and may not be separated from the fee ownership of such Parcel. The rights, duties, privileges and obligations of all Members are as provided in the Restrictions.

2.4 Transfer. The Membership of any Owner may not be transferred, pledged or alienated in any way, except upon the transfer or encumbrance of such Owner's Parcel, and then only to the transferee or Mortgagee of such Parcel. A prohibited transfer is void and will not be reflected upon the books and records of the Association. A Member who has sold his Parcel to a contract purchaser under an agreement to purchase may delegate his Membership rights to the contract purchaser. The delegation must be in writing and must be delivered to the Board before the contract purchaser may vote. The contract seller shall remain liable for all charges and assessments attributable to the contract seller's Parcel which accrue before fee title to the Parcel is transferred. If an Owner fails or refuses to transfer his Membership to the purchaser of such Owner's Parcel upon transfer of fee title thereto, the Board may record the transfer upon the Association's books. Until satisfactory evidence of such transfer has been presented to the Board, the purchaser will not be entitled to vote at Association meetings. The Association may levy a reasonable transfer fee against a new Owner and such Owner's Parcel (which fee shall be paid through escrow or added to the Regular Assessment chargeable to such new Owner) to reimburse the Association for the administrative cost of transferring the Membership to the new Owner on the Association's records. Such fee may not exceed the Association's actual cost involved in changing its records.

2.5 Classes of Membership. The Association shall have two (2) classes of voting Membership as follows:

Class A Members are those Owners with the exception of Declarant. Each Class A Member is entitled to one (1) vote for each Parcel owned by it. When more than one (1) Person owns any Parcel, all such Persons are Members. However, the vote for such Parcel shall be exercised in accordance with Section 2.6, but no more than one (1) Class A vote may be cast for any Parcel.

Class B Members are the entities that comprise Declarant. Each Class B Member is entitled to one hundred (100) votes so long as said member owns at least two hundred (200) acres of real property in the Property. After the time a Class B Member owns less than two hundred (200) acres of real property in the Property, said Class B Member shall be entitled to one (1) vote for each acre owned by it, until all such acres have been parcelized, at which time such Class B Member shall become a Class A Member.

2.6 Voting Rights. All voting rights are subject to the Restrictions. When more than one (1) Person holds an interest in any Parcel ("co-owners"), all such co-owners are Members and may attend any Association meeting, but only one (1) co-owner shall be entitled to exercise the votes to which the Parcel is entitled. Co-owners owning the majority interests in a Parcel may designate in writing one (1) of their number to vote. Fractional votes shall not be allowed, and the votes for each Parcel shall be exercised, if at all, as one unit. Where no voting co-owner is designated or if the designation has been revoked, the votes for the Parcel shall be exercised as the co-owners owning the majority interests in the Parcel agree. Unless the Board receives a written objection in advance from a co-owner, it shall be conclusively presumed that the corresponding voting co-owner is acting with his co-owners' consent. No votes may be cast for any Parcel if the co-owners present in person or by proxy owning the majority interests in such Parcel cannot agree to said votes or other action. The nonvoting co-owner or co-owners are jointly and severally responsible for all of the obligations imposed upon the jointly-owned Parcel and are entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Restrictions are binding on all Owners and their successors in interest.

2.7 Repair and Maintenance Funded by the Association. Subject to Article III and Article V, the Association shall pay, out of the Association Maintenance Funds, for all of the Common Expenses. The City or City's Designee, as applicable, shall determine, in its sole discretion, the level and frequency of maintenance of the Public Property. Notwithstanding anything to the contrary herein, the Association shall have authority only to fund the repair and maintenance work and activities described in this Section, all of which shall be undertaken and performed by the City or the City's Designee, as applicable.

2.8 Segregated Real Property Taxes. The Owner of each Parcel shall be responsible for, and shall pay prior to delinquency, all real and personal property taxes and assessments levied against its Parcel.

2.9 Repair and Maintenance by Owners. Each Owner at his sole cost shall landscape, maintain, repair, replace, paint, and restore or cause to be so landscaped, maintained, repaired, replaced and restored, at his or her sole expense, all portions of its Parcel, including all Improvements located within the Parcel, including but not limited to the windows, doors, light fixtures actuated from switches controlled from, or separately metered to, any buildings located within such Owner's Parcel, and the walls, ceilings, floors, permanent fixtures, utilities (including plumbing), heating, ventilation and air conditioning systems, exterior walls, foundations and foundation slabs of any such building in a clean, sanitary and attractive condition and in good order and repair. Each Owner shall also maintain and repair any internal or external telephone wiring wherever located which is designed to serve only its Parcel and the Improvements located within the Parcel. Each Owner shall pay when due all charges for any

utility service which is separately metered to its Parcel. Each Owner shall pay all costs for trash collection and removal related to its Parcel and Improvements.

3. ASSOCIATION'S OBLIGATION FOR ASSESSMENTS

3.1 Community Facilities District. As further described in the Development Agreement, the City may form a community facilities district ("CFD") and levy a special tax, to cover, among other things, a portion of the Common Expenses ("CFD Maintenance Costs"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code §§ Section 53311 et seq.). In the event the CFD is not formed, or the CFD is formed but the special tax levied by the CFD is repealed or is otherwise insufficient to pay all of the CFD Maintenance Costs, or the CFD is terminated or is deemed invalid by a court of competent jurisdiction (an "Event of CFD Deficiency"), the Association shall, immediately and without further action or notice, become obligated to pay, through Regular Assessments, all of the CFD Maintenance Costs. The CFD Maintenance Costs are all of the costs for maintaining the Public Property, less the LLMD Maintenance Costs.

3.2 Formation of Landscaping and Lighting Maintenance District. As further described in the Development Agreement, the City may consider establishing a landscaping and lighting maintenance district ("LLMD") to cover the portion of the Common Expenses that covers maintenance of the landscaping, lighting, streets, and park and recreational facilities within the Public Property ("LLMD Maintenance Costs"), pursuant to the procedures set forth in the City's charter and Municipal Code and, to the extent applicable, the Landscaping and Lighting Act of 1972 (Streets and Highways Code §§ 22500, et seq.). In the event the LLMD is not formed, or the LLMD is formed but the assessment levied by the LLMD is repealed or is otherwise insufficient to pay all of the LLMD Maintenance Costs, or the LLMD is terminated or is deemed invalid by a court of competent jurisdiction (an "Event of LLMD Deficiency"), the Association shall, immediately and without further action or notice, become obligated to pay, through Regular Assessments, all of the LLMD Maintenance Costs.

3.3 Timing of Assessments. The Association's obligation to fund the CFD Maintenance Costs shall commence on the occurrence of an Event of CFD Deficiency. The Association's obligation to fund the LLMD Maintenance Costs shall commence on the occurrence of an Event of LLMD Deficiency. If an Event of CFD Deficiency or an Event of LLMD Deficiency occurs prior to the time Regular Assessments on the Parcels have commenced, Declarant shall fund such maintenance costs, in accordance with the Assessment Chart. The duty of the Association to levy, assess, collect, enforce and deliver to the City (or the City's Designee) all of the Regular Assessments necessary to pay all of the CFD Maintenance Costs and/or the LLC Maintenance Costs is absolute and not subject to set-off or waiver. The City and/or the City's Designee, as applicable, may enforce this provision.

3.4 Abandonment. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release such Owner's Parcel from the liens and charges thereof.

4. ARCHITECTURAL REVIEW COMMITTEE

4.1 Members of Committee. The Architectural Review Committee, sometimes referred to herein as the "Architectural Committee" or the "Committee," shall be composed of five (5) members. The initial members of the Committee shall be appointed, removed and replaced by the City and Declarant (with each of the City and Declarant appointing one (1) member) and having the authority to remove and replace said member) until the date that is two (2) years following the Commencement Date ("Second Anniversary"). After the Second Anniversary the Board may appoint two (2) members of the Committee, and each of the City (or the City's Designee) and Declarant may continue to appoint and remove and replace its one (1) member of the Committee until the date that is five (5) years following the Commencement Date, after which the Board may appoint and remove all of the members of the Committee. Committee members appointed by the Board must be Members or agents of Members, but Committee members appointed by Declarant need not be Members. Board members may also serve as Committee members.

4.2 Preparation and Approval of Design Guidelines The Committee has the right and duty to promulgate a comprehensive set of design guidelines applicable to all development in the Property within one (1) year after establishment of the initial Committee ("Design Guidelines"). The Design Guidelines shall include, without limitation, guidelines, limitations, and restrictions on all of the following:

4.2.1 The construction, reconstruction, placement, addition, change or alteration of any Improvement, including the nature, kind, shape, materials, exterior color, location, and height of such Improvement, as well as all landscaping to be planted or installed; and

4.2.2 The species and placement of any trees, plants, shrubbery, ground cover, etc., to be placed, planted, irrigated and maintained in the Property (e.g., approved landscape palettes), including requirements regarding the use of root barriers and/or other similar devices to prevent damage to any of the Improvements or hardscape, located in the Property.

The Design Guidelines shall be approved by at least three (3) members of the Committee, one of which shall be the City or the City's Designee, as applicable.

4.3 Development in Accordance with Design Guidelines. All construction, installation or alteration of an Improvement, including landscaping, within a Parcel in the Property (a) shall be consistent with the Design Guidelines, (b) shall not be detrimental to the appearance of the surrounding area of the Property as a whole, (c) shall be in harmony with the surrounding structures, (d) shall not detract from the beauty, wholesomeness and attractiveness of the Public Property or the enjoyment thereof by the Members of the Public, and (e) shall be in accordance with any conditions or permit requirements of the City and all other governmental entities having jurisdiction over the applicable Parcel. Without limiting the generality of the foregoing, the provisions of this Article IV apply to the construction, installation and alteration of solar energy systems, as defined in Section 801.5 of the California Civil Code, subject to the provisions of California Civil Code Section 714, the City Building Code, applicable zoning regulations, and associated City ordinances.

4.4 Meetings of the Committee. The Committee shall meet as necessary to perform its duties. The Committee may, by resolution unanimously adopted in writing, designate a "Committee Representative" (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee except the granting of variances pursuant to Section 4.7. In the absence of such designation, the vote or written consent of a majority of the Committee constitutes an act of the Committee.

4.5 Compensation of Members. The Committee's members shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in performing their duties.

4.6 Inspection of Work. The Committee or its duly authorized representative may inspect any work of Improvement ("Work") within the Property to ensure compliance with the Design Guidelines upon reasonable notice to Owner. The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy any noncompliance ("Noncompliance"). The Committee's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the date the City issues a certificate of occupancy or completes its final inspection of the Work (or, for Work for which no certificate of occupancy is issued or City inspection is required, the date the Work was completed). If the Committee fails to send a notice of noncompliance to an Owner before this time limit expires, the Work shall be deemed to comply with the Design Guidelines. If an Owner fails to remedy any Noncompliance within sixty (60) days from the date of notification from the Committee, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a Noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board decision is given to the Owner. If the Owner does not comply with the Board decision within that period, the Board may record a Notice of Noncompliance and commence a lawsuit for damages and/or injunctive relief to remedy the Noncompliance.

4.7 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of the Design Guidelines and/or this Declaration, including without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, location of property lines or landscaping, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by a majority of the Committee, and become effective upon Recordation in the Official Records. After Declarant has lost the right to appoint a majority of the Committee's members, the Board must approve any variance recommended by the Committee before any such variance becomes effective. If such variances are granted, no violation of the Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance does not waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor does it affect the Owner's obligation to comply with all City land use, zoning, and building requirements and restrictions, and all other applicable governmental requirements, affecting the use of its Parcel and related Improvements.

4.8 Appeals. For so long as Declarant has the right to appoint and remove a majority of the Committee's members, the Committee's decisions are final, and there is no appeal to the Board. When Declarant is no longer entitled to appoint and remove a majority of the Committee's members, the Board may adopt policies and procedures for the appeal of Committee decisions to the Board. The Board has no obligation to adopt or implement any appeal procedures, and in the absence of Board adoption of appeal procedures, all Committee decisions are final.

5. ASSESSMENTS

5.1 Creation of Lien. Declarant hereby covenants to pay, and each Owner, by acceptance of a deed to a Parcel, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association (a) Regular Assessments, (b) Special Assessments, and (c) Reconstruction Assessments, which assessments are to be established and collected as provided herein. The Association may not levy or collect any Regular Assessment, Special Assessment or Reconstruction Assessment that exceeds the amount anticipated to be necessary for the purpose for which it is levied. Except as provided in this Section, all such assessments (other than Special Assessments), together with interest, costs, and reasonable attorneys' fees for the collection thereof, are a charge and a continuing lien on the Parcel against which such assessment is made. Each such assessment (including Special Assessments), together with interest, costs and reasonable attorneys' fees, is also the personal obligation of the Person who was the Owner of the Parcel at the time when the assessment fell due. The personal obligation for delinquent assessments may not pass to the successors-in-title to any Owner, unless expressly assumed by them.

5.2 Maintenance Funds of Association. The Board shall establish no fewer than two (2) separate Association Maintenance Funds accounts into which shall be deposited all monies paid to the Association and from which disbursements shall be made, as provided herein, in the Association's performance of functions under this Declaration. The Association Maintenance Funds may be established as trust accounts at a banking or savings institution and shall include: (a) an "Operating Fund" for current Common Expenses, (b) an adequate "Reserve Fund" for the deposit of Reserves attributable to Improvements within the Public Property (which would not reasonably be expected to occur on an annual or more frequent basis), and for payment of deductible amounts for insurance policies which the Association obtains as provided in Section 9.2 hereof, and (c) any other funds which the Board may establish to the extent necessary under the Declaration's provisions. The Board shall be authorized to commingle the Operating Fund and Reserve Fund provided that the integrity of each individual Maintenance Fund shall be preserved in the books of the Association by separately accounting for disbursements from, and deposits to, each Maintenance Fund. Nothing contained herein precludes the establishment of additional Maintenance Funds by the Association, so long as the amounts assessed, deposited into, and disbursed from any such Fund are designated for purposes authorized by this Declaration.

5.3 Purpose of Assessments. The assessments shall be used exclusively to fund the City's or the City's Designee's, as applicable, operation, replacement, improvement and maintenance of the Public Property, and to discharge any other Association obligations under the Declaration. All amounts deposited into the Maintenance Funds must be used solely for

purposes authorized by this Declaration. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein, other than those purposes for which disbursements from the Reserve Fund are to be used.

5.4 Commencement and Collection of Assessments. Regular Assessments shall commence on all Parcels in the Property on the first day of the first calendar month following the first Close of Escrow in the Property. All Regular Assessments shall be assessed in accordance with the Assessment Chart. Regular Assessments for fractions of any month involved shall be prorated. The Board shall fix the amount of the Regular Assessment against each Parcel at least thirty (30) days in advance of each Regular Assessment period. Written notice of the Regular Assessment shall be sent to each Owner of a Parcel at least ten (10) days prior to the beginning of each fiscal year of the Association. The Board shall levy Regular Assessments in amounts sufficient to satisfy the Common Expenses, as set forth in the most current Budget; provided, however, that notwithstanding anything in this Section 5.4 to the contrary, the Regular Assessments shall not include the amounts necessary to cover the portion of the Common Expenses that is composed of the CFD Maintenance Costs or the LLMD Maintenance Costs unless and until an Event of CFD Deficiency or an Event of LLMD Deficiency, respectively, occurs. If the City, or the City's Designee (as applicable) determines that the estimate of total charges for the current year is or will become inadequate to meet all expenses for the Public Property for any reason, it shall immediately determine the approximate amount of the inadequacy and notify the Board, in writing, of said amount. The Board shall have the authority to levy, at any time by a majority vote, a supplemental Regular Assessment reflecting a revision of the total charges to be assessed against each Parcel. Written notice of any change in the amount of any Regular Assessment shall be sent via first-class mail to every Owner subject thereto not less than ten (10) nor more than sixty (60) days prior to the increased Regular Assessment becoming due.

The Board may determine that funds in the Operating Fund at the end of the fiscal year be retained and used to reduce the following fiscal year's Regular Assessment. Upon dissolution of the Association, any amounts remaining in any of the Maintenance Funds shall be distributed to or for the benefit of the Owners in the same proportions as such monies were collected from the Owners. Each Owner of a Parcel shall pay to the Association his Regular Assessment in installments at such frequency and in such amounts as may be established by the Board, but not more frequent than monthly. Each installment of Regular Assessments may be paid by the Owner to the Association in one check or in separate checks as payments attributable to specified Association Maintenance Funds.

5.5 Reconstruction Assessments. After the time an Event of CFD Deficiency has occurred, the Board may levy, in any fiscal year, a Reconstruction Assessment applicable to that fiscal year only to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an Improvement or other such addition upon the Public Property, including fixtures and personal property related thereto.

5.6 Special Assessments. The Board may levy Special Assessments against a Parcel for the purposes and reasons herein described. The Board shall notify the Owner of any such Parcel in writing of the levying of a Special Assessment and shall specify the date such Special Assessment is due, which date shall not be less than twenty (20) days after such written notice.

5.7 Delinquency and Acceleration. Any installment of an assessment is delinquent if not paid within fifteen (15) days of the due date established by the Board. Any installment of Regular Assessments, Special Assessments, or Reconstruction Assessments not paid within fifteen (15) days after the due date, plus all reasonable costs of collection (including reasonable attorneys' fees) and late charges as provided herein bears interest at the maximum rate permitted by law commencing fifteen (15) days from the due date until paid. The Association need not accept any tender of a partial payment of an assessment installment and all costs and attorneys' fees attributable thereto, and any acceptance of any such tender does not waive the Association's right to demand and receive full payments thereafter. If any installment of an Assessment is not paid within fifteen (15) days after its due date, the Board may mail a notice to the Owner and to each first Mortgagee of a Parcel which has requested a copy of the notice. Such notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of the Parcel pursuant to a foreclosure. If the delinquent installments of the Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board, in addition to all legal and equitable rights and remedies, at its option may declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Owner and his Parcel, to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

5.8 Notice and Release of Lien. No action may be brought to enforce any Assessment lien created herein unless at least thirty (30) days has expired following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Parcel, and a copy thereof has been Recorded in the Official Records by the Association. The Notice of Lien shall become effective upon Recordation by the Board or its authorized agent securing the payment of any Assessment or installment thereof levied by the Association against any Parcel Owner. The Notice of Lien must recite (i) the nature of the default and amount of the assessment or installment, as the case may be, and other authorized charges and interest, including the cost of preparing and Recording the Notice of Lien, (ii) the expenses of collection in connection with any delinquent installments, including without limitation reasonable attorneys' fees, (iii) a sufficient legal description of the Parcel against which the same has been assessed, (iv) the Association's name and address, (v) the name of the record Owner thereof, and (vi) in order for the lien to be enforced by non-judicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice of Lien must be signed by an authorized Association officer or agent or if no one is designated, by the President, and must be mailed in the manner set forth in California Civil Code Section 2924b to the record owner of the Parcel no later than ten (10) calendar days after recordation. The lien relates only to the individual Parcel against which the assessment was levied and not to the Property as a whole. Upon payment of the full amount claimed in the Notice of Lien, or other satisfaction thereof, the Board shall cause to be Recorded a notice of satisfaction and release of lien ("Notice of Release") stating the satisfaction and release of the amount claimed. The Board may require the applicable Owner to pay a reasonable charge, to be determined by the Board, for the preparation and Recordation of the Notice of Release before Recording it. A certificate executed and acknowledged by any two (2) members of the Board

stating the indebtedness secured by the liens upon any Parcel created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith.

5.9 Enforcement of Liens. The Board shall enforce the collection of amounts due under this Declaration by one (1) or more of the alternative means of relief afforded by this Declaration. The lien on a Parcel may be enforced by sale of the Parcel by the Association, any title insurance company authorized to do business in California, or other persons authorized to conduct the sale as a trustee, after failure of the Owner to pay any Assessment, or installment thereof, as provided herein. The sale to foreclose an Assessment lien shall be conducted in accordance with the provisions of the California Civil Code applicable to the exercise of powers of sale in Mortgages including Sections 2924, 2924b, 2924c and 2924f of the Civil Code, or in any manner permitted by law. The Association (or any Owner if the Association refuses to act) may sue to foreclose the lien if (a) at least thirty (30) days have elapsed since the date on which the Notice of Lien was Recorded (as provided in Section 5.8 above) and (b) at least fifteen (15) days have elapsed since a copy of the Notice of Lien was mailed to the Owner affected thereby. The Association may bid on the Parcel at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, the Association or the purchaser at the sale may file suit to secure occupancy of any building located on the defaulting Owner's Parcel and related Improvements, and the defaulting Owner shall be required to pay the reasonable rental value for any such building and related Improvements during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same, but this provision or any suit to recover a money judgment does not affirm the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this Section may include reasonable attorneys' fees as fixed by the court. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments as provided above or to bring an action for injunctive relief.

5.10 Priority of Lien. Mortgages Recorded before a Notice of Lien have priority over the Notice of Lien. Sale or transfer of any Parcel does not affect the Assessment lien, except that the sale or transfer of any Parcel pursuant to judicial or non-judicial foreclosure of a Mortgage extinguishes the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer relieves such Parcel from liens for any assessments thereafter becoming due. No Person who obtains title to a Parcel pursuant to a judicial or non-judicial foreclosure of the first Mortgage is liable for the share of the Common Expenses or assessments chargeable to such Parcel which became due prior to the acquisition of title to the Parcel by such Person. Such unpaid share of Common Expenses or assessments is a Common Expense collectible from all of the Owner's Parcels including such Person.

5.11 Receivers. In addition to the foreclosure and other remedies granted the Association herein, each Owner, by acceptance of a deed to such Owner's Parcel, hereby conveys to the Association all of such Owner's right, title and interest in all rents, issues and profits derived from and appurtenant to such Parcel and related Improvements, subject to the right, power and authority of the Association to collect and apply such rents, issues and profits to

any delinquent Assessments owed by such Owner, reserving to the Owner the right, prior to any default by the Owner in the payment of Assessments, to collect and retain such rents, issues and profits as they may become due and payable. Upon any such default the Association may, upon the expiration of thirty (30) days following delivery to the Owner of the "Notice of Lien" described herein, either in person, by agent or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured by the lien described herein, (a) enter in or upon and take possession of the Parcel and the related Improvements or any part thereof, (b) in the Association's name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and (c) apply the same, less allowable expenses of operation, to any delinquencies of the Owner hereunder, and in such order as the Association may determine. The entering upon and taking possession of the Parcel and the related Improvements, the collection of rents, issues and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5.12 Estoppel Certificate. The Association shall, within seven (7) days after written request, furnish a certificate signed by an officer or agent of the Association, setting forth the Assessments levied upon a particular Parcel which are due but unpaid. A properly executed certificate of the Association as to the status of such Assessments is binding upon the Association as of the date of the certificate's issuance.

6. EASEMENTS AND RIGHTS OF ENTRY

6.1 Access. Declarant hereby creates, reserves and establishes for the benefit of the Owners reciprocal, nonexclusive easements for access, ingress and egress over all of the private streets or driveways currently existing in the Property or subsequently added to it, which easements may be conveyed by Declarant to Owners for so long as Declarant owns any interest in the Property. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by all Owners and their guests, customers, employees, patrons, tenants and invitees residing on or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Parcel in the Property.

6.2 Utility Easements. Declarant reserves the right to grant additional easements and rights-of-way and transfer same over the Property to utility companies and public agencies, as necessary, for the proper development and conveyance of the Property. Such right shall expire upon the Close of Escrow for the sale of all Parcels in the Property.

6.3 Drainage. Declarant reserves the right to grant for the benefit of each Owner and each Parcel, non-exclusive surface and underground easements for drainage of water, storm drainage and sanitary sewer drainage from each Parcel onto or into the drainage swales, storm drains and sanitary sewers located within each of the other Parcels and over the other surface portions of the Property which are traversed by such drainage as it flows into such drainage swales, storm drains and sanitary sewers. No Owner other than Declarant may interfere with the drainage established over any portion of the Property, without the prior written consent of the Board.

6.4 Encroachments. Declarant reserves for its benefit and the benefit of the Owners a reciprocal easement appurtenant to each Parcel over the Property for the purpose of (i) accommodating any existing encroachment of any wall or any other authorized Improvement, and (ii) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling of the buildings located on a Parcel or other Improvements. Use of the foregoing easements may not unreasonably interfere with each Owner's use and enjoyment of adjoining Parcels.

7. DECLARANT'S RIGHTS AND RESERVATIONS

7.1 Construction and Modification. Nothing in the Restrictions limits, and no Owner or the Association may do anything to interfere with, the right of Declarant to subdivide or resubdivide any portion of the Property owned solely or partially by Declarant. Declarant shall also have the right hereunder to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary to conduct Declarant's business of completing the work and disposing of the Property by sale, resale, lease or otherwise. Each Owner, by accepting a deed to a Parcel, hereby acknowledges that Declarant's activities may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and hereby consents to such impairment, inconvenience or nuisance. This Declaration does not limit Declarant's right, at any time prior to acquisition of title to a Parcel by a purchaser from Declarant, to establish on that Parcel additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may be reasonably necessary to the Property's proper development and disposal. Notwithstanding anything in this Section 7.1 to the contrary, any Improvements constructed by Declarant shall be consistent with the Design Guidelines.

7.2 Successors and Amendment. Declarant may assign its rights under the Restrictions to any successor in interest to any portion of Declarant's interest in any portion of the Property by a written assignment. Notwithstanding any other provision of this Declaration, no amendment may be made to this Article VII without the prior written approval of Declarant. Each Owner hereby grants, upon acceptance of his deed to his Parcel, an irrevocable, special power of attorney to Declarant to execute and Record all documents and maps necessary to allow Declarant to exercise its rights under this Article.

7.3 Continued Use of Property. Declarant, its successors and tenants, are entitled to the nonexclusive use of any portions of the Property which comprise private streets, drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property. The Association shall provide Declarant with all notices and other documents to which a Beneficiary is entitled pursuant to this Declaration, provided that Declarant shall be provided such notices and other documents without making written request therefore.

8. USE RESTRICTIONS AND RESTORATION REQUIREMENTS

8.1 Uses Permitted. Each Parcel shall be developed and used in strict compliance with the zoning and other applicable ordinances of the City and other governmental agencies having jurisdiction thereof, and any other document of record or provided to Owner.

8.2 Noxious Uses. Without limiting any other restrictions herein, in no event shall any improvements be constructed, placed or used on or within a Parcel, nor shall any Parcel in any event be used for, any of the following purposes: (a) airport; (b) junk yards, hazardous materials or hazardous waste disposal; (c) commercial excavation of building or construction materials, except in the usual course of construction of improvements within the Property; (d) distillation of bones; (e) dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse (other than agricultural and landscape composting, and a biosolids processing facility operated by a governmental entity and specifically approved by the City or the City's Designee); (f) stockyards and slaughter of animals; (g) refining of petroleum or any of its products; or (h) smelting of iron, tin, zinc, or other ores.

8.3 Nuisances. No noxious or offensive activities shall be carried out upon the Property. No Owner shall permit or cause anything to be done or kept upon the Property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other Owners, nor shall any Owner commit or permit any nuisance on the Property, or commit or cause any illegal act to be committed thereon. Each Owner shall comply with all of the requirements of the local or state authorities and with all other governmental authorities with jurisdiction over their Parcel.

8.4 Oil Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted under or in the Property or any portions thereof, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property or any portion thereof or within five hundred (500) feet below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Property or any portion thereof.

8.5 Hold Harmless and Indemnification. Each Owner other than Declarant shall indemnify and hold harmless Declarant, the City, the City's Designee, the other Owners, and the other Owners' respective occupants from and against any and all claims, losses, liabilities and expenses (including court costs and reasonable attorneys' fees) arising from or in respect to (i) the death of, or any accident, injury, loss, or damage whatsoever caused to, the person or property of any Person as shall occur in or on the Parcel of such indemnifying Owner (except to the extent such claims, losses, liabilities and expenses shall arise from or in respect of negligence or willful misconduct of Declarant or any Owner so indemnified), and (ii) any act or omission whatsoever of the indemnifying Owner and such Owner's occupants, to the extent such act or omission involves negligence with respect to the respective Parcel of such other Owners, or any part or parts thereof or any Improvements located thereon.

8.6 No Exterior Storage. Except as to common trash bins or other such facilities as maintained and authorized by the Association or other endorsed trash areas, there shall be permitted no outside storage of trash or other materials of any kind.

8.7 Hazardous Materials. Each Owner agrees that, to the extent that any hazardous or toxic materials or wastes (as defined by the laws of any local government, the State of California and the United States) are used, stored or disposed of in and/or about any Parcel, such materials or wastes will be used, stored and disposed of in full and complete compliance with all applicable federal, state and local laws and regulations. Each Owner further agrees that it will

not permit any escape of toxic or hazardous fumes or other emissions from any Parcel. Each Owner agrees to and does hereby indemnify, defend and hold harmless the City, the City's Designee, the Association, Declarant and the other Owners from and against any and all losses, costs, claims, suits or damages (including, without limitation, attorneys' fees) arising directly or indirectly from any violation of this provision by such Owner or any tenant or occupant of such Parcel or Improvements located on the Parcel.

8.8 Interior Damage. Restoration and repair of any damage to the interior of any building within an individual Parcel, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, must be made by and at the individual expense of the Owner of the building so damaged. Such interior repair and restoration shall be completed as promptly as practical.

9. INSURANCE

9.1 Fidelity Bonds. Fidelity bond coverage which names the Association as an obligee must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, Association officers, directors, trustees, employees, whether or not such persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association at any given time during the term of each bond.

9.2 Insurance. The Board shall purchase such insurance as is reasonably necessary, including but not limited to, errors and omissions, directors, officers and agents liability insurance.

9.3 Beneficiaries. Such insurance shall be maintained for the benefit of the City, or the City's Designee (as applicable), the Association, the Owners, and the Mortgagees, as their interests may appear as named insured.

9.4 Notice of Expiration Requirements. If available, each insurance policy the Association maintains must contain a provision that said policy may not be cancelled, terminated, materially modified or allowed to expire by its terms, without thirty (30) days' prior written notice to the Board, Declarant, the City, the City's Designee (if any), and to each Owner and Beneficiary of a first Mortgage who has filed a written request with the carrier for such notice and every other Person in interest who requests such notice of the insurer. In addition, fidelity bonds shall provide that they may not be cancelled or substantially modified without thirty (30) days prior written notice to the Association, the City and the City's Designee (if any).

9.5 Insurance Premiums. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board are a Common Expense to be included in the Regular Assessments. If a particular type of business, use or special circumstance of any individual Owner is responsible for an increase in the premiums to obtain said policy or policies of insurance, the Board may require reimbursement from such Owner to compensate the Association for the higher premium payments or may levy a Special Assessment upon such Owner in the amount of the higher premium payments.

9.6 Trustee for Policies. The Association, acting through its Board, is trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. Unless the applicable insurance policy provides for a different procedure for the filing of claims, all claims made under such policy must be sent to the insurance carrier or agent, as applicable, by certified mail and be clearly identified as a claim. The Association shall maintain a record of all claims made.

9.7 Actions as Trustee. Except as otherwise specifically provided in this Declaration, the Board has the exclusive right to bind the Association and the Owners in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance.

10. RIGHTS OF MORTGAGEES

10.1 Mortgagee Rights. Notwithstanding any other provisions in this Declaration, no amendment or violation of this Declaration shall defeat or render invalid the rights of a Mortgagee under any Mortgage upon one (1) or more Parcels made in good faith and for value, provided that after the foreclosure of any such Mortgage, such Parcels will remain subject to this Declaration. For purposes of this Declaration, "first Mortgage" means a Mortgage with first priority over other Mortgages on a Parcel, and "first Mortgagee" means the Mortgagee of a first Mortgage. For purposes of any provision of the Restrictions which require the vote or approval of a specified percentage of first Mortgagees, such vote or approval is determined based upon one (1) vote for each Parcel encumbered by each such first Mortgage. In order to induce lenders to participate in the financing of the sale of Parcels, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Restrictions, these added provisions control):

10.1.1 Each Mortgagee, insurer of a Mortgage and guarantor of a Mortgage encumbering one (1) or more Parcels, upon filing a written request for notification with the Board, is entitled to written notification from the Association of:

any delinquency of sixty (60) days or more in the performance of any obligation under the Restrictions, including without limitation the payment of assessments or charges owed by the Owner(s) of the Parcels securing the Mortgage, which notice each Owner hereby consents to and authorizes; and

any proposed action of the Association which requires consent by a specified percentage of first Mortgagees who have submitted a written request to the Association that they be notified of such proposed action.

10.1.2 Each Mortgagee who obtains title to such Parcel pursuant to (i) the remedies provided in such Mortgage, (ii) foreclosure of the Mortgage, or (iii) deed or assignment in lieu of foreclosure, and any Owner who has obtained title to such Parcel from the Mortgagee or through foreclosure of the Mortgagee, is exempt from any "right of first refusal" created or purported to be created by the Restrictions.

10.1.3 Each Mortgagee or other Owner who obtains title to such Parcel pursuant to the remedies provided in a first Mortgage or by foreclosure of such first Mortgage shall take title to such Parcel free and clear of any claims for unpaid assessments or charges against such Parcel which accrued prior to the time such Owner acquires title to such Parcel in accordance with Section 5.10 above.

10.1.4 All Mortgagees, insurers and guarantors of first Mortgages, upon written request to the Association may:

examine current copies of the Association's books, records and financial statements and the Restrictions during normal business hours;

receive written notice of all meetings of Owners;

receive all financial statements issued by the Association to its Members; and

designate in writing a representative authorized to attend all meetings of Owners.

10.1.5 All Mortgagees, insurers and guarantors of first Mortgages, upon written request, shall be given thirty (30) days' written notice prior to the effective date of any proposed material amendment to the Restrictions.

10.1.6 The Mortgagees of all first Mortgages encumbering a Parcel in the Property who have requested the Association to notify them of proposed action requiring the consent of first Mortgagees must approve any amendment to this Declaration (pursuant to Article XI) which is of a material nature, as follows:

Any amendment which affects or purports to affect the validity or priority of Mortgages or the rights or protection granted to Mortgagees, insurers or guarantors of first Mortgages as provided in Articles IX and X hereof.

Any amendment which would require a Mortgagee after it has acquired a Parcel through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing before such foreclosure.

Any amendment which would or could result in a Mortgage being cancelled by forfeiture, or in a Parcel not being separately assessed for tax purposes.

Any amendment relating to the insurance provisions in Article IX hereof.

Any amendment which would or could result in partition or subdivision of a Parcel in any manner inconsistent with this Declaration.

Any amendment which would subject any Owner to a right of first refusal or other such restriction, if such Parcel is proposed to be transferred.

No Mortgagee may unreasonably refuse to approve an amendment to the Declaration which does not adversely affect its rights or impair the value of its security.

10.2 Mortgagee Waiver. Upon a transfer of all or any portion of a Mortgagee's interest in and to a Mortgage secured by any Parcel, the transferring Mortgagee shall notify the Board in writing of such transfer and the name and addresses of its successor. If such transferring Mortgagee fails to so notify the Board, the consent of the new Mortgagee shall not be required for any amendment pursuant to this Declaration. If a Mortgagee of a first Mortgage receives a written request from the Board to approve the termination of the Declaration or a proposed amendment to the Declaration, but it does not deliver a negative response to the Board within thirty (30) days of the Mortgagee's receipt of such request from the Board, such Mortgagee shall be deemed to have approved the proposed termination or amendment.

11. DURATION AND AMENDMENT

11.1 Duration. This Declaration shall continue in full force and effect for a period commencing on the date of recordation hereof and expiring fifty (50) years thereafter but shall be automatically extended for successive periods of twenty (20) years each unless a Declaration of Termination satisfying the requirements of an amendment to this Declaration as set forth in Section 11.2 is Recorded. No severance by sale, conveyance, encumbrance or hypothecation of an interest in any Parcel from the concomitant Membership in the Association may occur as long as this Declaration continues in full force.

11.2 Amendment.

11.2.1 Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form must be included in the notice of any Association meeting or election at which a proposed amendment is to be considered. To be effective, a proposed amendment must be adopted by the vote, in person or by proxy, or written consent of Members representing not less than seventy-five percent (75%) of the voting power of the Association, provided that the specified percentage of the Association's voting power necessary to amend a specified Section or provision of this Declaration may not be less than the percentage of affirmative votes prescribed for action to be taken under that Section or provision.

11.2.2 Each Mortgagee of a first Mortgage on a Parcel in the Property which receives proper written notice of a proposed amendment or termination of this Declaration by certified or registered mail with a return receipt requested is deemed to have approved the amendment or termination if the Beneficiary fails to submit a response to the notice within thirty (30) days after the Beneficiary receives the notice.

11.2.3 A copy of each amendment must be certified by at least two (2) Association officers. The amendment becomes effective when a Certificate of Amendment is Recorded in the Orange County Recorder's Office. The Certificate, signed and sworn to by two (2) Association officers that the requisite number of Owners and Mortgagees have either voted

for or consented in writing to any amendment adopted as provided above, when Recorded, is conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for at least four (4) years. The certificate reflecting any termination or amendment which requires the written consent of any of the Mortgagees of first Mortgages must include a certification that the requisite approval of such first Mortgagees has been obtained.

11.2.4 This Declaration may only be amended with the prior written consent of the City, which shall be reflected by the signature of the Mayor and City Clerk, or their respective designees, on the certificate or amendment.

11.3 Protection of Declarant. Notwithstanding any other provisions of the Restrictions, until such time as Declarant no longer owns at least two hundred acres of the Property, any amendment or action requiring the approval of first Mortgagees pursuant to this Declaration, including without limitation all amendments and action specified in Section 11.2, must first be approved in writing by Declarant.

12. GENERAL PROVISIONS

12.1 Enforcement of Restrictions. All disputes arising under this Declaration, other than those described in Section 12.13, shall be subject to the following:

12.1.1 If the Board determines that there is a violation of the Restrictions, or the Architectural Committee determines that an Improvement which is the maintenance responsibility of an Owner needs installation, maintenance, repair, restoration or painting, then the Board shall give written notice to the responsible Owner identifying (i) the condition or violation complained of, and (ii) the length of time the Owner has to remedy the violation including, if applicable, the length of time the Owner has to submit plans to the Architectural Committee and the length of time the Owner has to complete the work proposed in the plans submitted to the Architectural Committee. If an Owner does not perform such corrective action as is required by the Board and the Architectural Committee within the allotted time, the Board, after Notice and Hearing, may correct the violation and assess the Owner's Parcel for all amounts expended, in accordance with the procedures set forth in Section 5.9 hereof, or may commence legal proceedings against said Owner for recovery. If the violation involves nonpayment of any type of Assessment, then the Board may collect such delinquent Assessment pursuant to the procedures set forth in Article V.

12.1.2 If an Owner alleges that another Owner, its tenant, employee, invitee and licensee is violating the Restrictions (other than nonpayment of any type of Assessment), the complaining Owner must first submit the matter to the Board for Notice and Hearing before the complaining Owner may resort to alternative dispute resolution.

12.1.3 Failure to comply with any of the terms of the Restrictions by an Owner, his tenants, employees, invitees or licensees is grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of any lien, or any combination thereof.

12.1.4 The Association may not incur litigation expenses, including without limitation attorneys' fees, where the Association initiates legal proceedings or is joined as a

plaintiff in legal proceedings unless it has obtained the prior approval of sixty-seven percent (67%) of the Association's voting power (excluding the voting power of any Owner who would be a defendant in such proceedings) or in the case of a proceeding against Declarant, one hundred percent (100%) of the Association's voting power (excluding the voting power, if any, of Declarant or, if the proceeding is against one of the entities that comprise Declarant, excluding the voting power, if any, of said entity). Such approval is not necessary if the legal proceedings are initiated to (i) enforce the use restrictions contained in Article VIII hereof, (ii) enforce the architectural control provisions contained in Article IV hereof, or (iii) collect any unpaid assessments levied pursuant to this Declaration.

12.1.5 Without any obligation to do so, Declarant or the Board, at its option, may (i) pay any unpaid sum or settle or discharge any action therefore or judgment thereon; or (ii) provide other substitute performance of any obligations of the breaching Owner at such Owner's expense; provided, however, that nothing herein shall be construed as authorization to the Board or Declarant to enter onto the breaching Owner's Parcel to effect said substitute performance. In any such event, within five (5) calendar days after the breaching Owner's receipt of an itemized statement showing all direct expenses incurred in connection therewith, such Owner shall reimburse Declarant for all such direct expenses plus fifteen percent (15%) of such direct expenses to cover administrative and overhead expenses with respect thereto.

12.1.6 The Association may suspend the voting rights of a Member for any period during which any Assessment remains unpaid and delinquent and for a period not to exceed thirty (30) days from any single infraction of these Restrictions, provided that any suspension of such voting rights, except for failure to pay Assessments, shall be made by the Board only after Notice and Hearing.

12.1.7 The Board may adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner for the failure of such Owner, or his tenant, employee, invitee or licensee, to comply with these Restrictions. Such fines or penalties may only be assessed after Notice and Hearing. After Notice and Hearing, the Board may direct the officers of the Association to record a notice of noncompliance in the Orange County Recorder's Office against the Parcel owned by any Member of the Association who has violated any provision of this Declaration. The notice shall include a legal description of the Parcel and shall specify the provision of the Declaration that was violated, the violation committed, and the steps required to remedy the noncompliance. Once the noncompliance is remedied or the non-complying Owner has taken such other steps as reasonably required by the Board, the Board shall direct the officers of the Association to record a notice in the Orange County Recorder's Office that the noncompliance has been remedied.

12.1.8 Failure to enforce any provision hereof does not waive the right to enforce that provision, or any other provision hereof. No waiver by Declarant or the Board of a breach of any of the provisions of the Restrictions and no delay or failure to enforce any of the Restrictions shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other provision of the Restrictions. No waiver of any breach hereunder shall be implied from any omission to take any action on account of such breach if such breach persists or is repeated, and no express waiver shall affect a breach other than as specified in said waiver. The consent or approval by Declarant or the Board to or of any act by an Owner requiring the

consent or approval of Declarant or the Board shall not be deemed to waive or render unnecessary the consent or approval of Declarant or the Board to or of any subsequent similar acts by such Owner or any other Owner.

12.1.9 The Board and any Owner may enforce the Restrictions as described in this Article XII. Each Owner has a right of action against the Association for the Association's failure to comply with the Restrictions. Each remedy provided for in this Declaration is cumulative and not exclusive or exhaustive.

12.1.10 An y judgment rendered in any action or proceeding pursuant to this Declaration shall include a sum for attorneys' fees in such amount as the court or arbitrator, as applicable, may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and costs of court or alternative dispute resolution, as applicable, and expert witness fees, if any.

12.1.2 [Reserved]

12.1.3 Severability. The provisions hereof are independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions hereof.

12.1.4 Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation, use, maintenance and operation of the Property and for the maintenance of the Public Property, and any violation of this Declaration is a nuisance. The Article and Section headings have been inserted for convenience only, and may not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular includes the plural and the plural the singular; and the masculine, feminine and neuter each includes the other, unless the context dictates otherwise.

12.1.5 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one (1) plan. The ownership of the entire Property by the same party shall not cause the termination of this Declaration.

12.1.6 No Public Right or Dedication. Nothing in this Declaration is a gift or dedication of all or any part of the Property to the public, or for any public use.

12.1.7 Nonliability and Indemnification. The following provisions relating to liability and indemnification shall apply to the Board, Officers, members of the Committee and Owners:

12.7.1 Except as specifically provided in the Restrictions or as required by law, no right, power, or responsibility conferred on the Board or the Committee by the Restrictions may be construed as a duty, obligation or disability charged upon the Board, the Committee, any member of the Board or of the Committee, or any other Association officer, employee or agent. No such person is liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such person's acts or omissions within what such person reasonably believed to be the scope of such person's Association duties ("Official Acts"), except to the extent that such injuries or damage result from such person's willful or malicious misconduct. No such person is liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such person's Official Acts, except to the extent that such injuries or damage result from such person's negligence or willful or malicious misconduct. The Association is not liable for damage to property in the Property unless caused by the negligence or willful misconduct of the Association, the Board, or the Association's officers.

12.7.2 The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any person as a result of any action or threatened action against such person to impose liability on such person for his Official Acts, provided that:

The Board determines that such person acted in good faith and in a manner such person reasonably believed to be in the Association's best interests;

In the case of a criminal proceeding, the Board determines that such person had no reasonable cause to believe his conduct was unlawful; and

In the case of an action or threatened action by or in the right of the Association, the Board determines that such person acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Any determination of the Board required under this Section 12.7(b) must be approved by a majority vote of a quorum consisting of members of the Board of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, or is unable to make such determination because a quorum cannot be obtained because of disqualification of members of the Board of Directors, such determination may be made by the vote or written consent of a majority of a quorum of the Members voting at a meeting called for such purpose, provided that any person to be indemnified may not vote. Payments made hereunder include amounts paid and expenses incurred in settling any such action or threatened action. This Section 12.7(b) is intended to authorize payments and indemnification to the fullest extent permitted by applicable law. The entitlement to indemnification hereunder inures to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any person entitled to such indemnification.

12.8 Notices. Except as otherwise provided herein, notice to be given to an Owner must be in writing and may be delivered personally to the Owner. Personal delivery of such notice to one (1) or more co-owners of a Parcel constitutes delivery to all co-owners. Personal delivery of such notice to any officer, partner, member or agent for the service of process on a corporation or other entity constitutes delivery to the corporation or other entity. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address has been furnished, to the street address of such Owner's Parcel. Such notice is deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board, in which case the notice provisions of the Bylaws control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Association at such address as may be fixed from time to time and circulated to all Owners.

12.9 Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles or the Bylaws, then the provisions of this Declaration shall prevail.

12.10 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property or any portion thereof.

12.11 Mutuality; Reciprocity; Runs With Land. This Declaration (i) is made for the direct, mutual and reciprocal benefit of each and every Parcel in the Project; (ii) shall create reciprocal rights and obligations between the respective Owners of all Parcels and their successors and assigns; (iii) shall run with the land; (iv) shall be binding upon, and inure to the benefit of each Owner and any Person having or acquiring any Parcel and any portion thereof or interest therein, and their successive owners and assigns; (v) shall be binding upon, and inure to the benefit of each Parcel and any portion thereof and interest therein; and (vi) shall create enforceable equitable servitudes.

12.12 Dispute Notification and Resolution Procedure (Declarant Disputes). Any disputes between the Association (or any Owners) and the Declarant or any director, officer, partner, member, employee, subcontractor, contractor, design professional or agent of the Declarant (collectively, the "Declarant Parties") arising under the Restrictions or relating to the Property shall be subject to the following provisions:

12.12.1 Any disputes arising under the Restrictions or otherwise between the Association, any Owner and the Declarant, or a Declarant Party (except for action taken by the Association against an Owner for delinquent Assessments) shall be resolved in accordance with subparagraph (b) below.

12.12.2 Any unresolved disputes under subparagraph (a) above shall be submitted to general judicial reference pursuant to California Code of Civil Procedure Sections

638(1) and 641 through 645, inclusive or any successor statutes thereto. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. Declarant may not be required to participate in the judicial reference proceeding unless it is satisfied that all necessary and appropriate parties will participate. The parties shall share equally in the fees and costs of the referee, unless the referee orders otherwise.

The general referee shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. The parties shall use the procedures adopted by the Judicial Arbitration and Mediation Services/Endispute ("JAMS") for judicial reference (or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the parties), provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

The proceedings shall be heard in Orange County;

The referee must be a retired judge or an attorney with substantial experience in relevant real estate matters;

Any dispute regarding the selection of the referee shall be resolved by JAMS or the entity providing the reference services or, if no entity is involved, by the court with appropriate jurisdiction;

The referee may require one or more pre-hearing conferences;

The parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;

A stenographic record of the hearing shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;

The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

The statement of decision of the referee upon all of the issues considered by the referee is binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties. The parties acknowledge and accept that they are waiving their right to a jury trial.

12.13 Additional Provisions. Notwithstanding the provisions contained in the Restrictions, the Association and the Owners should be aware that there may be provisions of various laws, which may supplement or override the Restrictions. The covenants, conditions and restrictions contained herein are separate and distinct from any zoning building or other law, ordinance rule or regulation of the City or any other governmental authority having jurisdiction over the Property, which law, ordinance, rule or regulation now or in the future may contain different requirements from or in addition to those contained herein or which may prohibit uses permitted herein or permit uses prohibited herein. In the event of any conflict between the provisions hereof and the provisions of any such law, ordinance, rule or regulation, the Owner must first comply with all governmental laws, ordinances, rules or regulations and then to the extent possible, the Owner must comply with those covenants, conditions and restrictions unless such compliance would result in a violation of such law, ordinance, rule or regulation, in which case, upon a finding that compliance herewith would result in such a violation, the Board shall waive any such covenant, condition or restrictions to the extent that compliance therewith would result in such a violation, and, in connection therewith, the Board may impose such conditional covenants, conditions and restrictions as may be necessary to carry out the intent of this Declaration.

12.14 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Property, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof.

12.15 City and City's Designee as Third Party Beneficiary. The City of Irvine and the City's Designee (if any) are deemed intended third party beneficiaries and have the right, but not the obligation, to enforce the terms of this Declaration.

12.16 No Third Parties Benefited. Subject to Section 12.15, above, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Property or of any portion or portions thereof is by permission, and subject to control of the Owners. Notwithstanding any other provisions herein to the contrary, the Declarant may periodically restrict ingress to and egress from the Property as may reasonably be required to prevent a prescriptive easement from arising by reason of continued public use, so long as such restriction does not materially and adversely impact any access, ingress and egress to and from any Parcels within the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

Heritage Fields LLC, a Delaware limited liability company

By: Lennar-LNR Heritage Fields LLC, a Delaware limited liability company
Its: Administrative Member

By: Lennar Homes of California, Inc., a California corporation
Its: Managing Member

By:_____
Name:_____
Title:_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

SUBORDINATION AGREEMENT
(CC&R'S)

The undersigned, Lehman ALI Inc., a Delaware corporation, Beneficiary under that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement recorded July __, 2005, as Instrument No. _____, Official Records, Orange County, California ("**Deed of Trust**"), does hereby consent to each and all of the provisions contained in the within instrument, Declaration of Covenants, Conditions and Restrictions and Grant of Easements for The Orange County Great Park, made as of _____, 2005 by Heritage Fields LLC, a Delaware limited liability company, and all amendments thereto and does hereby agree that the lien and charge of said Deed of Trust shall be, and is hereby made, subordinate to, junior to and subject to said within instrument and all amendments thereto and the entire effect thereof.

Date: _____, 2005

BENEFICIARY:

LEHMAN ALI INC.,
a Delaware corporation

By: _____
Name:_____
Its: Authorized Signatory

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared known to me (or 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 signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

ATTACHMENT "1"

LEGAL DESCRIPTION OF BASE

(PARCELS I – IV)

LEGAL DESCRIPTION

Exhibit "A"

Parcel 1

In the City of Irvine, County of Orange, State of California, being those portions of Lots 359 and 370 of Block 120, Lots 360 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, and Lots 279 and 280 of Block 140, of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S.-El Toro property, and as shown on Record of Survey 97-1038 filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying northerly, northwesterly, and westerly of the following described line:

Commencing at the southwest quarter corner of said Block 142; thence along the northeasterly line of said Lot 271, said line being also the former centerline of Irvine Boulevard as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard to the **True Point of Beginning**; thence leaving said centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to the beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears South 32°59'43" East; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southwesterly along said curve 2768.42 feet through a central angle of 66°05'28"; thence South 66°05'28" West 353.80 feet to the beginning of a curve concave southeasterly having a radius of 2500.00 feet; thence southwesterly along said curve 1038.99 feet through a central angle 23°48'43"; thence South 42°16'45" West 235.22 feet; thence North 49°51'20"West 281.26 feet to the being of a curve concave easterly having a radius of 1000.00 feet; thence northwesterly,

northerly and northeasterly along said curve 1574.20 feet through a central angle of 90°11'43"; thence North 49°14'49" West 1446.32 feet; thence South 41°14'17" West 275.57 feet; thence North 49°21'34" West 817.62 feet to a point on the northwesterly line of said Lot 279, said point lying distant thereon South 40°39'31" West 1675.66 feet from the most northerly corner of said Lot 279.

Excepting therefrom that 30.00 foot wide strip of land known as former Irvine Boulevard as shown on said Record of Survey.

Containing 902.13 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

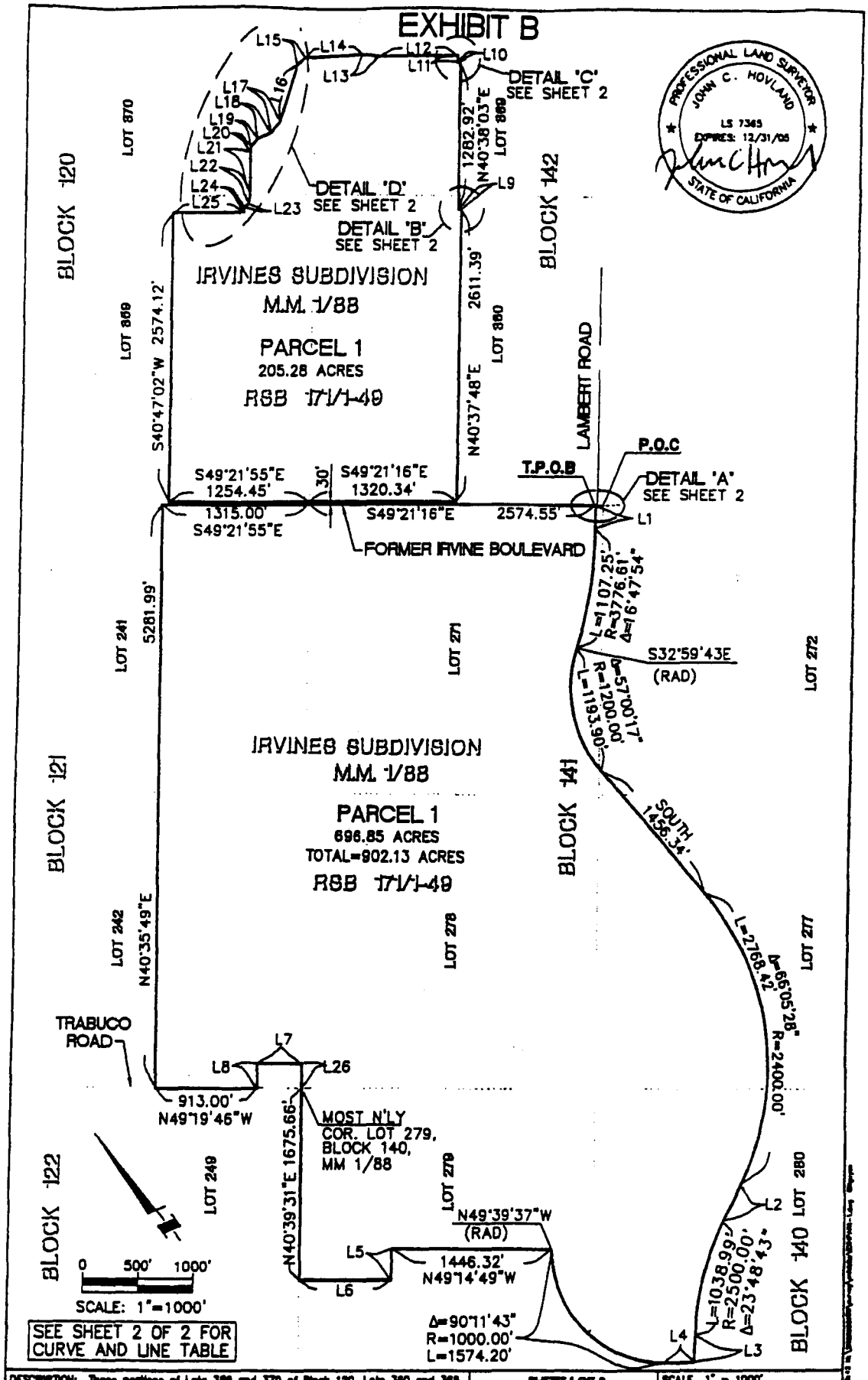
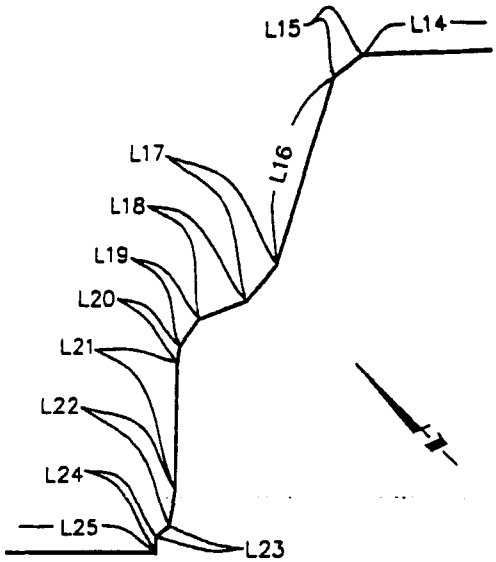

EXHIBIT B
PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
LS 7365
EXPIRES: 12/31/05
STATE OF CALIFORNIA
BLOCK 120
BLOCK 121
BLOCK 122
BLOCK 141
BLOCK 142
BLOCK 140
LOT 370
LOT 369
LOT 241
LOT 242
LOT 249
LOT 271
LOT 272
LOT 278
LOT 279
LOT 277
LOT 280
LOT 380
IRVINES SUBDIVISION
M.M. 1/88
PARCEL 1
205.28 ACRES
RSB 171/1-49
IRVINES SUBDIVISION
M.M. 1/88
PARCEL 1
696.85 ACRES
TOTAL=902.13 ACRES
RSB 171/1-49
DETAIL 'A'
SEE SHEET 2
DETAIL 'B'
SEE SHEET 2
DETAIL 'C'
SEE SHEET 2
DETAIL 'D'
SEE SHEET 2
P.O.C
T.P.O.B
LAMBERT ROAD
FORMER IRVINE BOULEVARD
TRABUCO ROAD
S40°47'02"W 2574.12'
S49°21'55"E 1254.45'
30'
S49°21'16"E 1320.34'
1315.00'
S49°21'55"E
S49°21'16"E 2574.55'
1262.92'
N40°38'03"E
2611.39'
N40°37'48"E
5281.99'
L=1107.25'
R=3776.61'
Δ=16°47'54"
S32°59'43E
(RAD)
L=1191.90'
R=1200.00'
Δ=57°00'17"
SOUTH 1456.34'
L=2768.42'
Δ=66°05'28"
R=2400.00'
N40°35'49"E
913.00'
N49°19'46"W
N40°39'31"E 1675.66'
MOST N'LY COR. LOT 279, BLOCK 140, MM 1/88
N49°39'37"W
(RAD)
1446.32'
N49°14'49"W
Δ=90°11'43"
R=1000.00'
L=1574.20'
L=1038.99'
R=2500.00'
Δ=23°48'43"
0 500' 1000'
SCALE: 1"=1000'
SEE SHEET 2 OF 2 FOR CURVE AND LINE TABLE
DESCRIPTION: Those portions of Lots 369 and 370 of Block 120, Lots 380 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, Lots 279 and 280 of Block 140, in the unincorporated territory of the County of Orange, State of California, shown on the Irvine's Subdivision filed in Book 1, Page 88, in the Office of said County.
MCAS-EL TORO
SHEET 1 OF 2
PSOMAS
SCALE 1" = 1000'
DRAFTED CN
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2NORD80100 T3

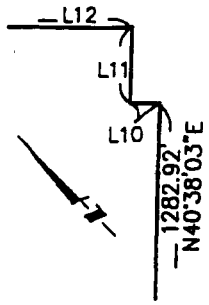
EXHIBIT K-1-1

EXHIBIT B

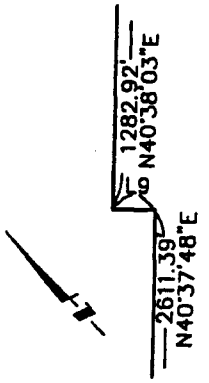


DETAIL "D"
SCALE 1"=400'

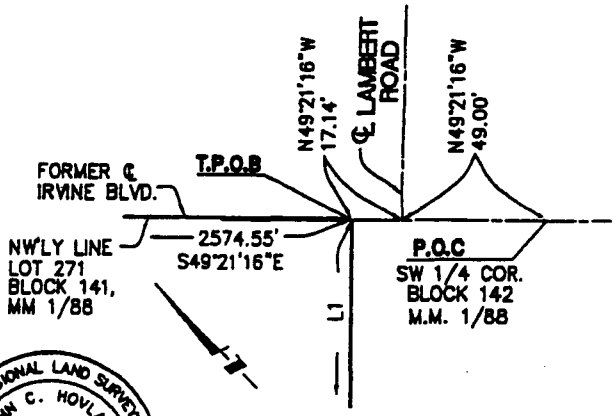
LINE TABLE		
NO.	LENGTH	BEARING
L1	208.48	S40°12'23"W
L2	353.80	S66°05'28"W
L3	235.22	S42°16'45"W
L4	281.26	N49°51'20"W
L5	275.57	S41°14'17"W
L6	817.62	N49°21'34"W
L7	400.00	N49°19'46"W
L8	217.80	S40°36'53"W
L9	30.00	N49°20'54"W
L10	20.01	N49°13'29"W
L11	53.18	N40°37'45"E
L12	690.50	N49°30'48"W
L13	151.34	N40°59'05"W
L14	512.76	N53°35'30"W
L15	95.00	N86°29'26"W
L16	525.89	S56°43'54"W
L17	127.13	S80°10'23"W
L18	134.50	N71°34'21"W
L19	91.30	S78°06'29"W
L20	45.20	S47°19'54"W
L21	351.20	S40°17'49"W
L22	100.00	S50°17'49"W
L23	48.20	S89°45'29"W
L24	41.81	S40°38'46"W
L25	627.28	N49°42'16"W
L26	217.80	N40°36'53"E



DETAIL "C"
SCALE 1"=100'



DETAIL "B"
SCALE 1"=100'



DETAIL "A"
SCALE 1"=50'

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
LS 7365
EXPIRES: 12/31/05
STATE OF CALIFORNIA

DESCRIPTION: Those portions of Lots 359 and 370 of Block 120, Lots 360 and 369 of Block 142, Lots 241 and 242 of Block 121, Lots 271, 272, 277 and 278 of Block 141, Lots 279 and 280 of Block 140, in the unincorporated territory of the County of Orange, State of California, shown on the Irvine's Subdivision filed in Book 1, Page 88, in the Office of said County.

MCAS-EL TORO

SHEET 2 OF 2

PSOMAS

SCALE 1"=50'
DRAFTED CN
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2MOR060100 T3

EXHIBIT K-1-I

LEGAL DESCRIPTION

Exhibit "A"

Parcel 2

In the City of Irvine, County of Orange, State of California, being those portions of Lots 303 and 306 of Block 173, Lots 281 through 284 inclusive, of Block 155, Lot 280 of Block 140, Lots 271, 272 and 277 of Block 141, Lots 273 through 276 inclusive, of Block 154, Lots 299, 300 and 302 of Block 174, Lots 362, 363, 366 and 367 of Block 153, and Lot 313 of Block 175 of Irvine's Subdivision, as shown on map filed in Book 1, Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above maps on file in the Recorder's Office of said County, lying easterly of the following described line:

Commencing at the southwest quarter corner of Block 142 of said Irvine's Subdivision, said quarter corner being shown on said Record of Survey; thence along the northeasterly line of said Lot 271, said line being also along the former centerline of Irvine Boulevard, as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard to the **True Point of Beginning**; thence leaving said centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears North 32°59'43" West; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southerly along said curve 2226.96 feet through a central angle of 53°09'53"; thence non-tangent to said curve South 39°16'19" East 1519.69 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2100.00 feet, a radial line to the beginning of said curve

bears North 58°27'48" West; thence southerly along said curve 1155.88 feet through a central angle of 31°32'12"; thence non-tangent to said curve South 00°57'09" West 276.56 feet; thence North 89°02'51" West 141.47 feet; thence South 00°57'09" West 221.51 feet to the beginning of a curve concave northeasterly having a radius of 120.00 feet; thence southerly, southeasterly and easterly along said curve 188.50 feet through a central angle of 90°00'00"; thence South 89°02'51" East 38.00 feet; thence South 00°57'09" West 396.66 feet to the beginning of a curve concave westerly having a radius of 1200.00 feet; thence southerly along said curve 813.74 feet through a central angle of 38°51'11"; thence South 39°48'20" West 226.79 feet to the beginning of a curve concave easterly having a radius of 900.00 feet; thence southerly along said curve 605.19 feet through a central angle of 38°31'40"; thence South 01°16'40" West 129.84 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1600.00 feet, a radial line to the beginning of said curve bears North 01°09'46" East; thence easterly, southeasterly, southerly and southwesterly along said curve 3582.01 feet through a central angle of 128°16'17" to a point on a line parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Block 155, said point lying distant along said parallel line North 49°20'21" West 616.16 feet from the southeasterly line of said Lot 283; thence along said parallel line South 49°20'21"East 616.16 feet to said southeasterly line; thence along a line that is parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Block 173, South 49°20'18" East 1220.06 feet to the terminus of the herein described line.

Excepting therefrom the 970.435 acre parcel shown on Record of Survey 98-1077, filed in Book 173, Pages 28 through 31, inclusive, in the office of the County Recorder of said County.

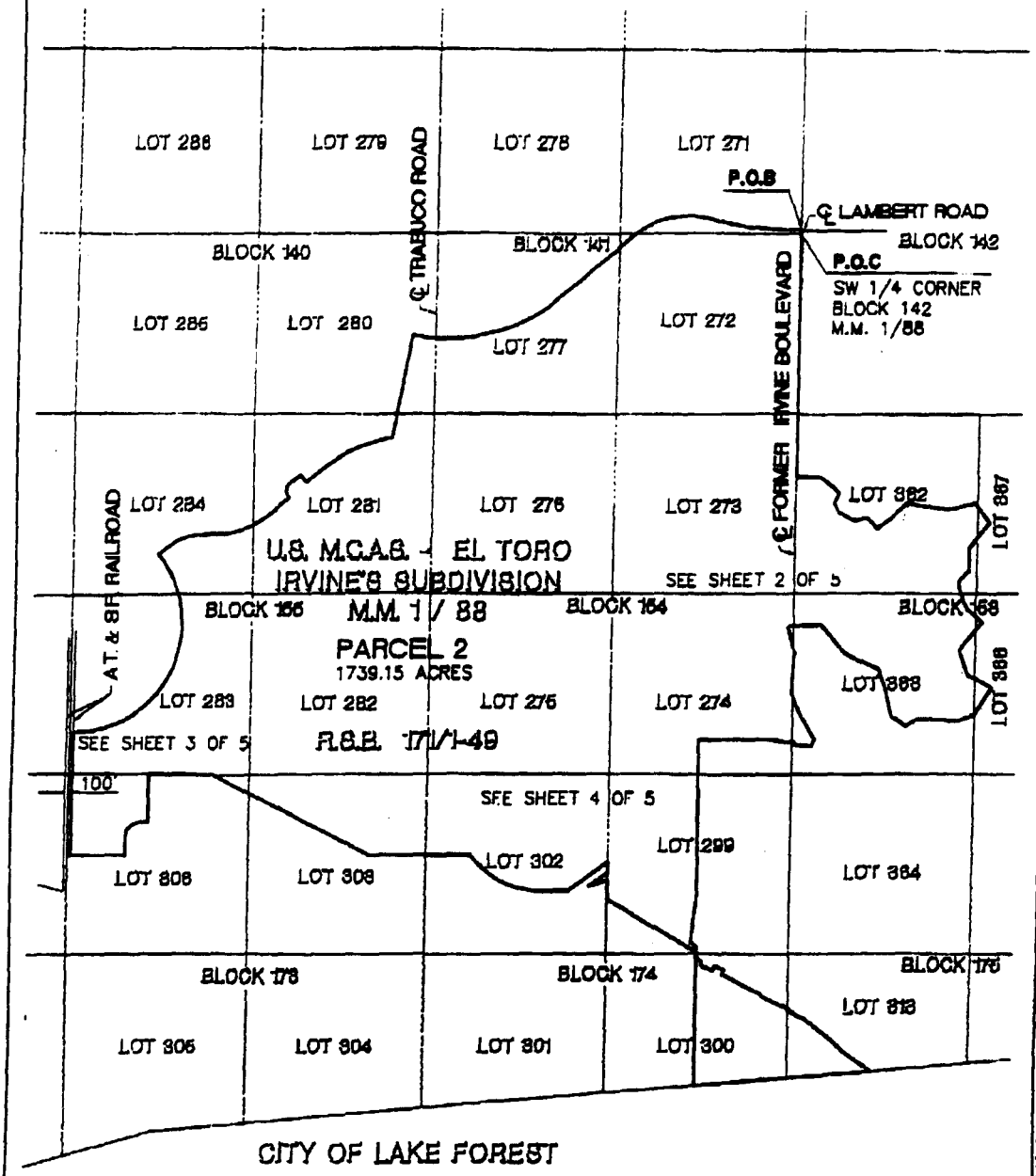
Containing 1752.43 acres, more or less.

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

The distances shown hereon are ground distances.

As shown on Exhibit "B" attached hereto and made a part hereof.

EXHIBIT B



CITY OF LAKE FOREST
RANCHO CANADA DE LOS ALISOS
M.R.L.A. CO 3/290-291

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
STATE OF CALIFORNIA

0 1000' 2000'
SCALE: 1"=2000'

SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272, & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 299 & 302 of Block 174, Lots 382, 383, 366, & 367 of Block 168, Lots 313, 314, 394, & 395 of Block 178, Lots 315 & 390 of Block 176, Lot of Block 380, and Lot 388 of Block 182, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book ; Page 88.

MCAS-EL TORO

REV 2	6/4/03
REV 3	6/25/04

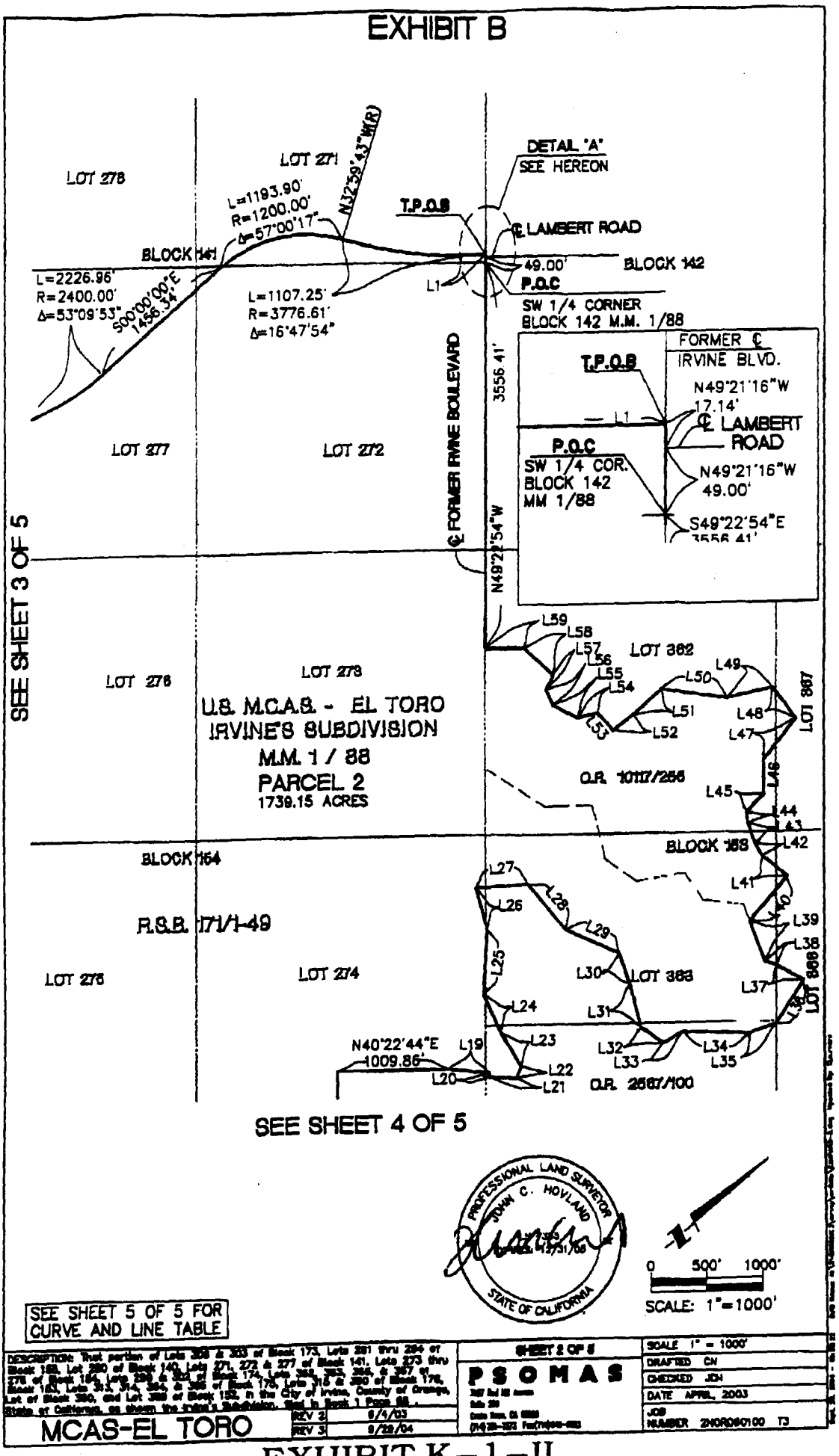
SHEET 1 OF 5

PSOMAS

SCALE	1" = 2000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT K-1-II

EXHIBIT B



SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 358 & 363 of Block 173, Lots 281 thru 284 of Block 163, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 164, Lots 259 & 324 of Block 174, Lots 315 & 350 of Block 176, Block 163, Lots 313, 314, 364, & 365 of Block 176, Lots 315 & 350 of Block 176, Lot of Block 350, and Lot 358 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 2	6/4/03
REV 3	6/28/04

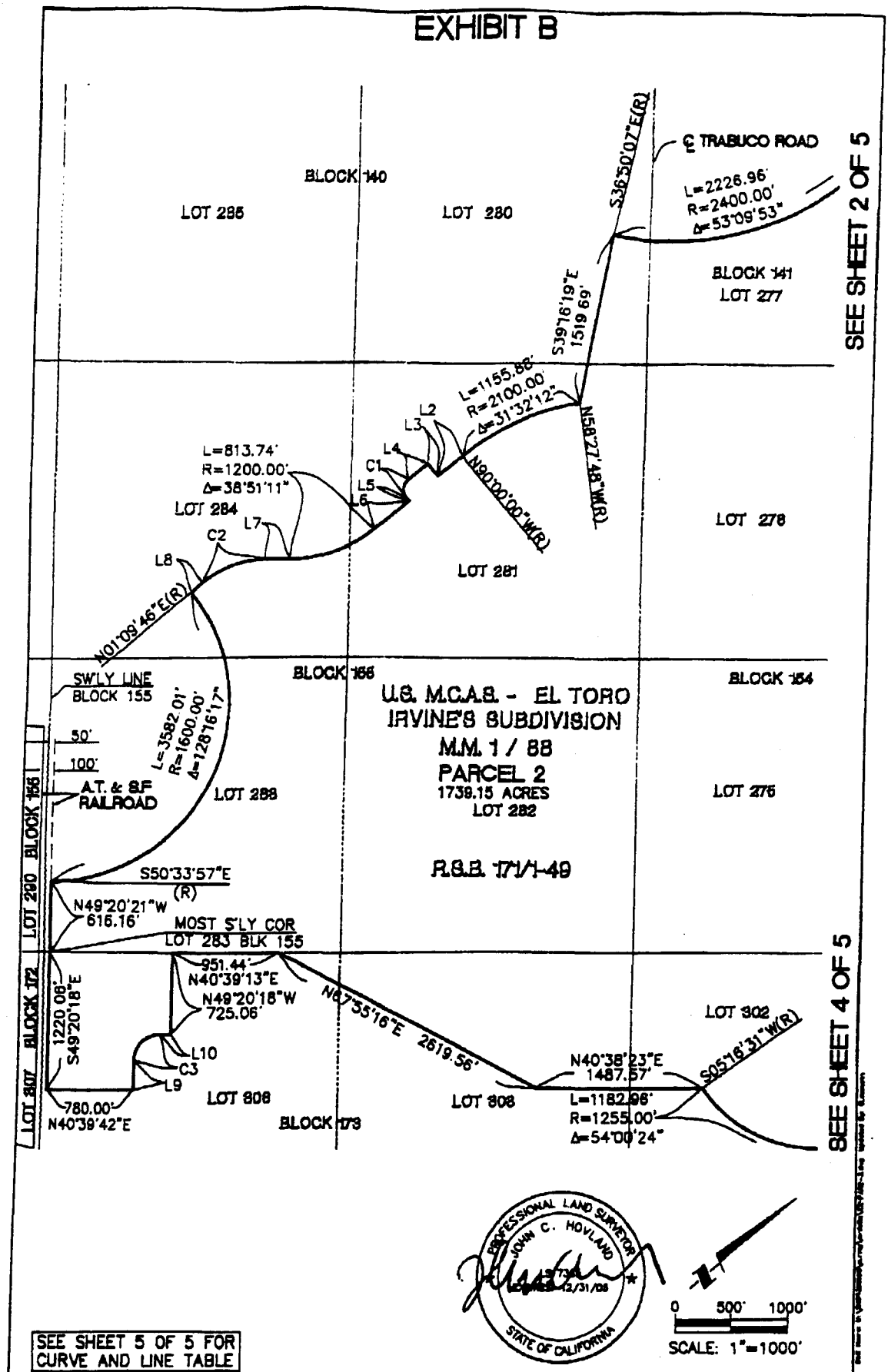
SHEET 2 OF 5

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2H0R060100 T3

EXHIBIT K-1-II

EXHIBIT B



SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 306 & 303 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 154, Lots 289 & 302 of Block 174, Lots 283, 285 & 287 of Block 156, Lots 314, 315, 364 & 365 of Block 172, Lots 315 & 365 of Block 171, Lot of Block 360, and Lot 366 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88

MCAS-EL TORO

REV 2	6/4/03
REV 3	8/28/04

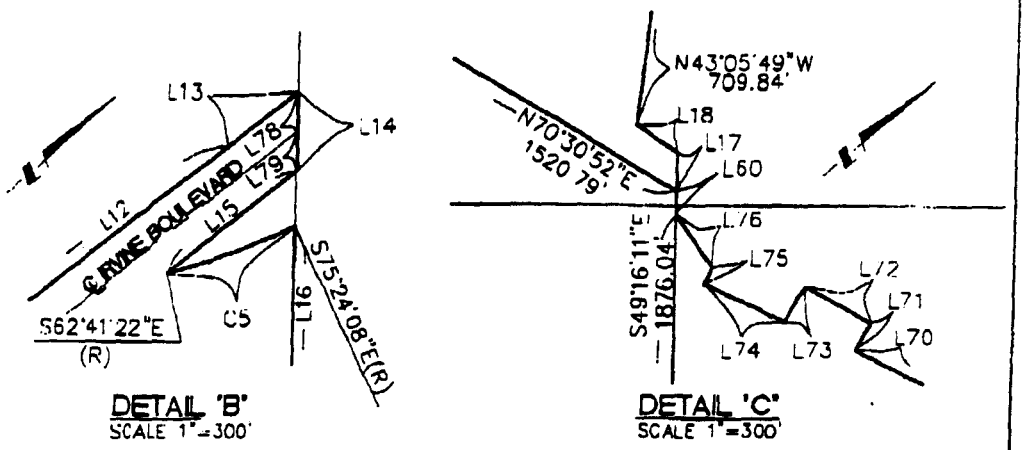
PSOMAS

SHEET 3 OF 5

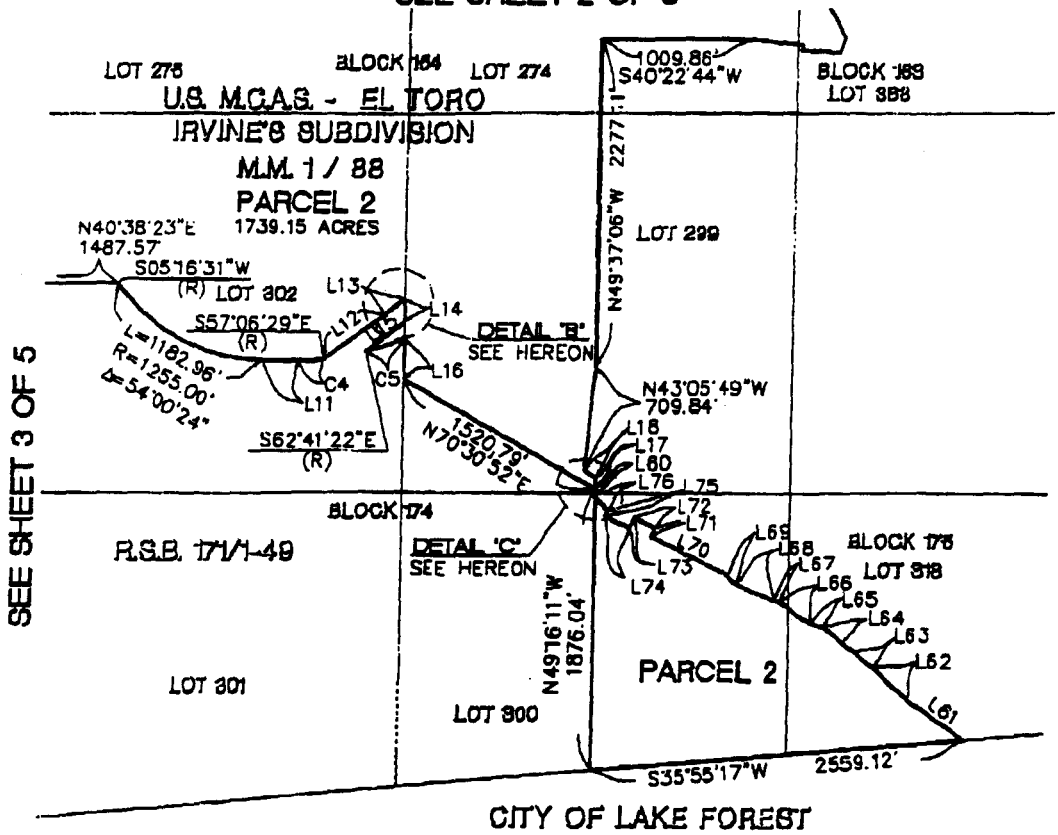
SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NORD60100 T3

EXHIBIT K-1-II

EXHIBIT B

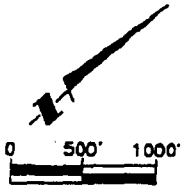


SEE SHEET 2 OF 5



CITY OF LAKE FOREST
RANCHO CANADA DE LOS ALISOS
M.R.L.A. CO 3/290-291





SEE SHEET 5 OF 5 FOR CURVE AND LINE TABLE

DESCRIPTION: That portion of Lots 308 & 303 of Block 173, Lots 281 thru 284 of Block 188, Lot 280 of Block 140, Lots 271, 272 & 277 of Block 141, Lots 273 thru 276 of Block 164, Lots 299 & 302 of Block 174, Lots 362, 363, 366, & 367 of Block 153, Lots 313, 314, 364, & 365 of Block 175, Lots 315 & 360 of Block 176, Lot of Block 390, and Lot 389 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 2	8/4/03
REV 3	9/29/04

SHEET 4 OF 5

PSOMAS

SCALE	1" = 1000'
DRAFTED	CN
CHECKED	JCH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT K-1-II

EXHIBIT B

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L1	208.48	S40°12'23"W
L2	276.56	S00°57'09"W
L3	141.47	N89°02'51"W
L4	221.51	S00°57'09"W
L5	38.00	S89°02'51"E
L6	396.66	S00°57'09"W
L7	226.79	S39°48'20"W
L8	129.84	S01°16'40"W
L9	265.16	N49°20'18"W
L10	100.00	N40°39'42"E
L11	249.30	N41°16'07"E
L12	516.75	N03°38'44"E
L13	176.68	N02°41'27"E
L14	159.99	S49°15'52"E
L15	332.04	S02°41'27"W
L16	282.44	S49°15'52"E
L17	77.98	N49°16'11"W
L18	103.60	S74°22'29"W
L19	378.73	N47°00'59"E
L20	36.97	S43°46'25"E
L21	253.88	N44°10'35"E
L22	114.34	N27°59'45"W
L23	358.80	N60°16'46"W
L24	395.26	N73°37'35"W
L25	600.49	N46°14'31"W
L26	388.94	N64°33'36"W
L27	485.85	N37°18'55"E
L28	542.47	S89°00'03"E
L29	542.88	N65°05'59"E
L30	292.98	S57°02'19"E
L31	419.52	S64°00'47"E
L32	250.57	N77°23'57"E
L33	202.52	N08°37'42"E
L34	602.13	N43°04'22"E
L35	245.79	N19°38'15"E
L36	469.87	N17°07'55"W
L37	284.78	S89°29'32"W
L38	103.05	S58°28'51"W
L39	400.68	N69°03'15"W
L40	525.37	N09°57'17"W
L41	290.35	S81°17'11"W
L42	124.67	N78°49'46"W
L43	203.08	N68°35'40"W
L44	104.09	N56°18'27"W
L45	216.34	N06°22'01"W
L46	325.40	N49°06'35"W
L47	477.81	N11°45'54"W
L48	360.00	N84°51'40"W
L49	417.78	S27°40'18"W
L50	598.73	S49°36'32"W
L51	344.48	S02°59'41"E
L52	228.32	S03°00'59"W
L53	220.14	S87°55'12"W
L54	186.94	S26°01'09"W
L55	255.62	S69°51'58"W
L56	156.90	N72°56'54"W

CURVE TABLE			
NO.	LENGTH(FT)	RADIUS	DELTA
C1	188.50	120.00	90°00'00"
C2	605.19	900.00	38°31'40"
C3	361.28	230.00	90°00'00"
C4	183.48	1255.00	08°22'36"
C5	278.46	1255.00	12°42'46"
C6	457.83	955.00	27°28'04"
C7	506.24	845.00	34°19'33"
C8	133.34	211.98	36°02'33"
C9	603.27	646.25	53°29'05"

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L57	151.70	N24°32'07"W
L58	367.42	S83°17'33"W
L59	358.95	S40°40'32"W
L60	45.06	S49°16'11"E
L61	476.64	N76°05'15"E
L62	320.43	N82°25'15"E
L63	185.87	N78°20'15"E
L64	265.63	N79°45'15"E
L65	103.32	N55°15'15"E
L66	257.59	N75°55'15"E
L67	34.25	N44°40'15"E
L68	290.82	N64°40'15"E
L69	78.87	N88°45'15"E
L70	612.07	N67°20'15"E
L71	65.00	S21°00'30"E
L72	155.00	N68°59'30"E
L73	83.12	N21°00'30"W
L74	184.71	N65°30'27"E
L75	37.00	S23°59'33"E
L76	132.97	S84°39'33"E
L77	438.55	S19°46'09"E
L78	79.99	S49°15'52"E
L79	80.00	S49°15'52"E

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
No. 7358
STATE OF CALIFORNIA

0 250' 500'
SCALE: 1"=500'

DESCRIPTION: That portion of Lots 358 & 353 of Block 173, Lots 281 thru 284 of Block 155, Lot 280 of Block 140, Lots 271, 272, & 277 of Block 141, Lots 273 thru 276 of Block 164, Lots 299 & 302 of Block 174, Lots 352, 353, 354, & 357 of Block 153, Lots 313, 314, 364, & 365 of Block 175, Lots 318 & 360 of Block 176, Lot of Block 360, and Lot 359 of Block 152, in the City of Irvine, County of Orange, State of California, as shown the Irvine's Subdivision, filed in Book 1 Page 88.

MCAS-EL TORO

REV 1	5/27/03
REV 2	6/6/03

SHEET 5 OF 6

PSOMAS

SCALE	1" = 500'
DRAFTED	CN
CHECKED	JH
DATE	APRIL, 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT K-1-II

LEGAL DESCRIPTION

Exhibit "A"

Parcel 3A-1

In the City of Irvine, County of Orange, State of California, being those portions of Lots 290 of Block 156, and Lots 307 and 310 of Block 172 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, and also those portions of Parcels 1A and 2, described in the deed recorded in Book 11831, Page 1062 and Book 11253, Page 959 of Official Records, lying within the U.S. M.C.A.S. El Toro property, all as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying northerly of the following described line:

Beginning at the intersection of the centerline of Alton Parkway with the westerly line of said Parcel 2, said intersection being also the beginning of a non-tangent curve concave northeasterly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 37°36'19" West, (shown as South 37°36'05" West on said Record of Survey); thence southeasterly along said curve and said centerline 815.37 feet through a central angle of 25°57'15"; thence leaving said centerline South 04°46'49" West 323.29 feet to the beginning of a curve concave easterly having a radius of 1400.00 feet; thence southerly along said curve 616.04 feet through a central angle of 25°12'42"; thence South 20°25'53" East 490.17 feet; thence North 40°26'55" East 1130.96 feet to the beginning of a curve concave northwesterly having a radius of 417.00 feet; thence northeasterly along said curve 299.22 feet through a central angle of 41°06'48" to the beginning of a reverse curve concave southeasterly having a radius of 518.00 feet, a radial line to the beginning of said curve bears South 89°20'07" West; thence northeasterly along said curve 265.18 feet through a central angle of 29°19'55"; thence non-tangent to said curve North 09°24'49" West 60.00 feet to a point on said centerline; thence North 80°35'11" East 399.69 feet along said centerline to the beginning of a non-tangent curve concave northerly having a radius of 1800.00 feet, a radial line to the

beginning of said curve, bears South 08°31'46" East; thence easterly along said curve 496.71 through a central angle of 15°48'39" to the easterly line of said Parcel 2.

Together with the following described parcel:

Parcel 3A-2

In the City of Irvine, County of Orange, State of California, being those portions of Lots 279, 280, 285, and 286 of Block 140, and Lots 281, 283, and 284 of Block 155 of Irvine's Subdivision, as shown on a map filed in Book 1 Page 88, of Miscellaneous Maps, lying within the U.S. M.C.A.S. El Toro property, and as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, all of the records of said County, described as follows:

Commencing at the southwest quarter corner of Block 142 said quarter corner being shown on said Record of Survey; thence along the northeasterly line of said Lot 271, said line being also the former centerline of Irvine Boulevard, as shown on said Record of Survey, North 49°21'16" West 49.00 feet to the centerline of Lambert Road as shown on said Record of Survey; thence continuing North 49°21'16" West 17.14 feet along said former centerline of Irvine Boulevard; thence leaving said former centerline South 40°12'23" West 208.48 feet to the beginning of a curve concave northwesterly having a radius of 3776.61 feet; thence southwesterly along said curve 1107.25 feet through a central angle of 16°47'54" to beginning of a reverse curve concave southeasterly having a radius of 1200.00 feet, a radial line to the beginning of said curve bears South 32°59'43" East; thence southwesterly along said curve 1193.90 feet through a central angle of 57°00'17"; thence South 00°00'00" West 1456.34 feet to the beginning of a curve concave northwesterly having a radius of 2400.00 feet; thence southwesterly along said curve 2226.96 feet through a central angle of 53°09'53" to the **True Point of Beginning;** thence South 39°16'19" East 1519.69 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2100.00 feet, a radial line to the beginning

of said curve bears North 58°27'48" West; thence southerly along said curve 1155.88 feet through a central angle of 31°32'12"; thence non-tangent to said curve South 00°57'09" West 276.56 feet; thence North 89°02'51" West 141.47 feet; thence South 00°57'09" West 221.51 feet to the beginning of a curve concave northeasterly having a radius of 120.00 feet; thence southeasterly along said curve 188.50 feet through a central angle of 90°00'00"; thence South 89°02'51" East 38.00 feet; thence South 00°57'09" West 396.66 feet to the beginning of a curve concave westerly having a radius of 1200.00 feet; thence southerly along said curve 813.74 feet through a central angle of 38°51'11"; thence South 39°48'20" West 226.79 feet to the beginning of a curve concave easterly having a radius of 900.00 feet; thence southerly along said curve 605.19 feet through a central angle of 38°31'40"; thence South 01°16'40" West 129.84 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1600.00 feet, a radial line to the beginning of said curve bears North 01°09'46" East; thence easterly, southeasterly, southerly and southwesterly along said curve 3582.01 feet through a central angle of 128°16'17" to a point on a line parallel with and distant 50.00 feet northeasterly from the southwesterly line of said Blocks 155 and 140, said point lying distant along said parallel line North 49°20'21" West 616.16 feet from the southeasterly line of said Lot 283; thence North 49°20'21" West 9954.02 feet along said parallel line to a point on the northwesterly line of said Lot 286; thence North 40°39'31" East 3554.68 feet along the northwesterly line of said Lots 286 and 279 to a point lying distant thereon South 49°39'31" West 1675.66 feet from the most northerly corner of said Lot 279; thence South 49°21'34 East 817.62 feet; thence North 41°14'17" East 275.57 feet; thence South 49°14'49" East 1446.32 feet to the beginning of a non-tangent curve concave easterly having a radius of 1000.00 feet, a radial line to the beginning of said curve bears North 49°39'37" West; thence southwesterly, southerly, and southeasterly along said curve 1574.20 feet through a central angle of 90°11'43"; thence South 49°51'20" East 281.26 feet; thence North 42°16'45" East 235.22 feet to the beginning of a curve concave southeasterly having a radius of 2500.00 feet; thence northeasterly along said curve 1038.99 feet through a central angle of 23°48'43"; thence North 66°05'28" East 353.80 feet to the beginning of a curve concave northwesterly having a radius of

2400 feet; thence northeasterly along said curve 541.46 feet through a central angle of 12°55'35" to the **True Point of Beginning.**

Containing 862.84 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

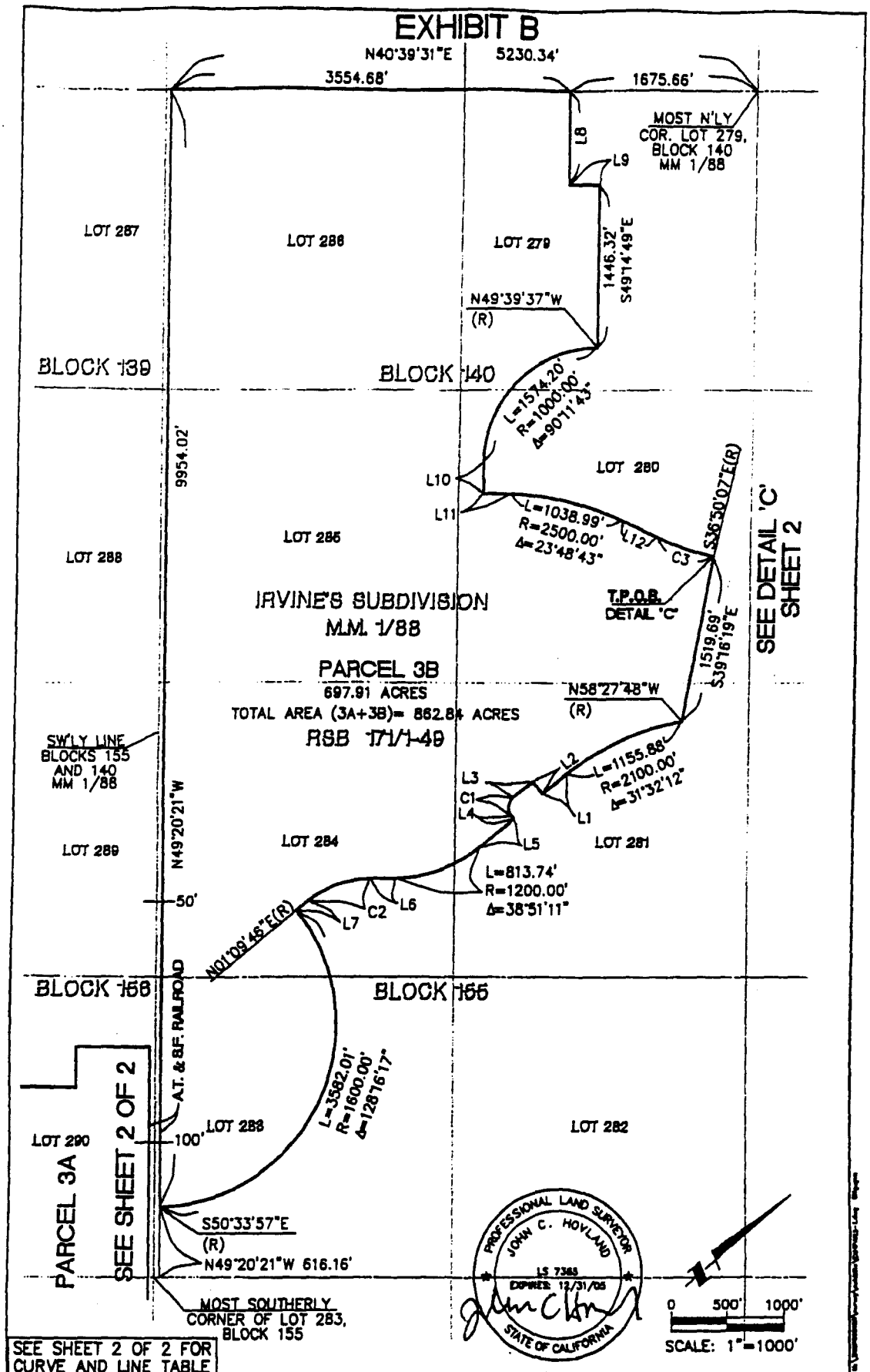
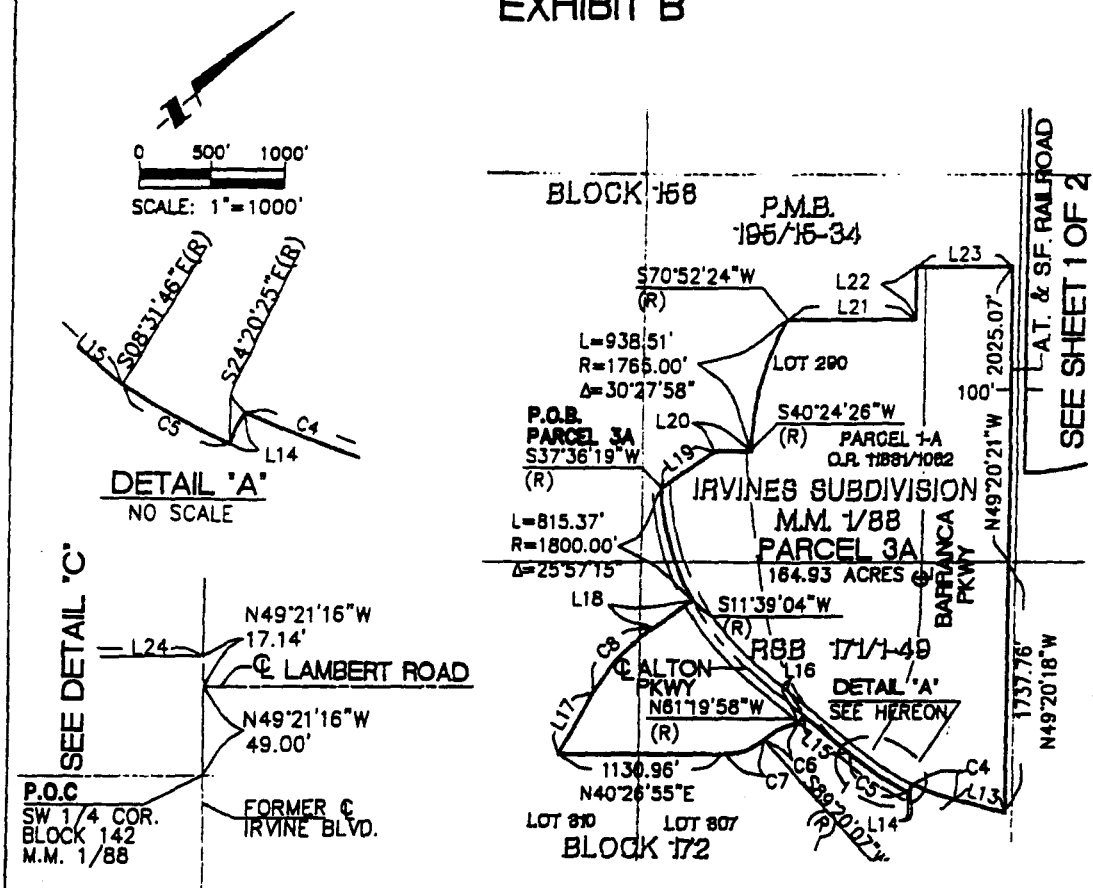


EXHIBIT K-1-III

EXHIBIT B



LINE TABLE		
NO.	LENGTH (FT)	BEARING
L1	276.56	S00°57'09"W
L2	141.47	N89°02'51"W
L3	221.51	S00°57'09"W
L4	38.00	S89°02'51"E
L5	396.66	S00°57'09"W
L6	226.79	S39°48'20"W
L7	129.84	S01°16'40"W
L8	817.62	S49°21'34"E
L9	275.57	N41°14'17"E
L10	281.26	S49°51'20"E
L11	235.22	N42°18'45"E
L12	353.80	N86°05'28"E
L13	363.30	N55°30'00"E
L14	60.00	N24°20'25"W
L15	399.69	N80°35'11"E
L16	60.00	N09°24'49"W
L17	490.17	S20°25'53"E
L18	323.29	S04°46'49"W
L19	444.45	S05°36'08"W
L20	245.00	S40°24'26"W
L21	871.70	S40°39'39"W
L22	359.93	S49°20'21"E
L23	665.29	S40°39'39"W
L24	208.48	S40°12'23"W

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C1	188.50	120.00	90°00'00"
C2	605.19	900.00	38°31'40"
C3	541.46	2400.00	12°55'35"
C4	308.54	1740.00	10°09'35"
C5	496.71	1800.00	15°48'39"
C6	265.18	518.00	29°19'55"
C7	299.22	417.00	41°06'48"
C8	616.04	1400.00	25°12'42"

DESCRIPTION: That portion of Lots 290 and 291 of Block 156, Lots 307 through 310 of Blocks 172, Lots 279, 280, 285, and 286 of Block 140, Lots 281, 283, and 284 of Block 155, in the unincorporated territory of the County of Orange, State of California, as shown on Irvine's Subdivision filed in Book 1 Page 88.

MCAS-EL TORO

SHEET 2 OF 2

PSOMAS

SCALE 1" = 1000'
DRAFTED CN
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2NORD60100 T3

EXHIBIT K-1-III

LEGAL DESCRIPTION

Exhibit A

Parcel 4

In the City of Irvine, County of Orange, State of California, being those portions of Lots 290 and 291 of Block 156, and Lots 307 through 310 inclusive of Block 172 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, and also those portions of Parcels 2 and 3, described in the deed recorded in Book 11831, Page 1062, of Official Records, all lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49 inclusive, all of the above documents and maps on file in the Recorders Office of said County, lying southerly of the following described line:

Beginning at the intersection of the centerline of Alton Parkway with the westerly line of said Parcel 2, said intersection being also the beginning of a non-tangent curve concave northeasterly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 37°36'19" West; thence southeasterly along said curve and said centerline 815.37 feet through a central angle of 25°57'15"; thence leaving said centerline South 04°46'49" West 323.29 feet to the beginning of a curve concave easterly having a radius of 1400.00 feet; thence southerly along said curve 616.04 feet through a central angle of 25°12'42"; thence South 20°25'53" East 490.17 feet; thence North 40°26'55" East 1130.96 feet to the beginning of a curve concave northwesterly having a radius of 417.00 feet; thence northeasterly along said curve 299.22 feet through a central angle of 41°06'48" to the beginning of a reverse curve concave southeasterly having a radius of 518.00 feet, a radial line to the beginning of said curve bears South 89°20'07" West; thence northeasterly along said curve 265.18 feet through a central angle of 29°19'55"; thence non-tangent to said curve North 09°24'49" West 60.00 feet to a point on said centerline; thence North 80°35'11" East 399.69 feet along said centerline to the beginning of a non-tangent curve concave northerly having a radius of 1800.00 feet, a radial line to the beginning of said curve bears South 08°31'46" East;

thence easterly along said curve 496.71 feet through a central angle of 15°48'39" to the easterly line of said Parcel 2.

Containing 201.71 acres, more or less.

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

As shown on Exhibit "B" attached hereto and made a part hereof.

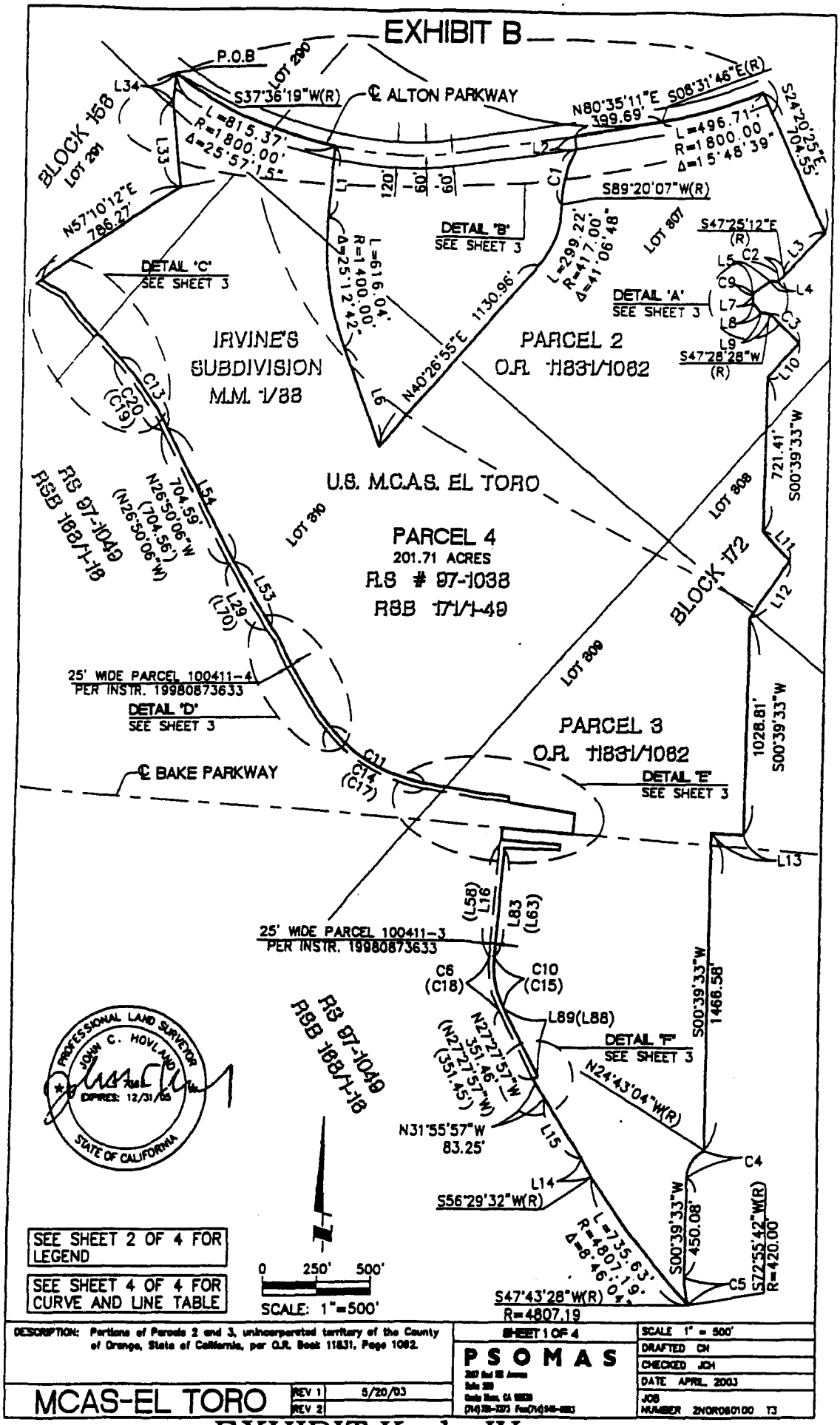
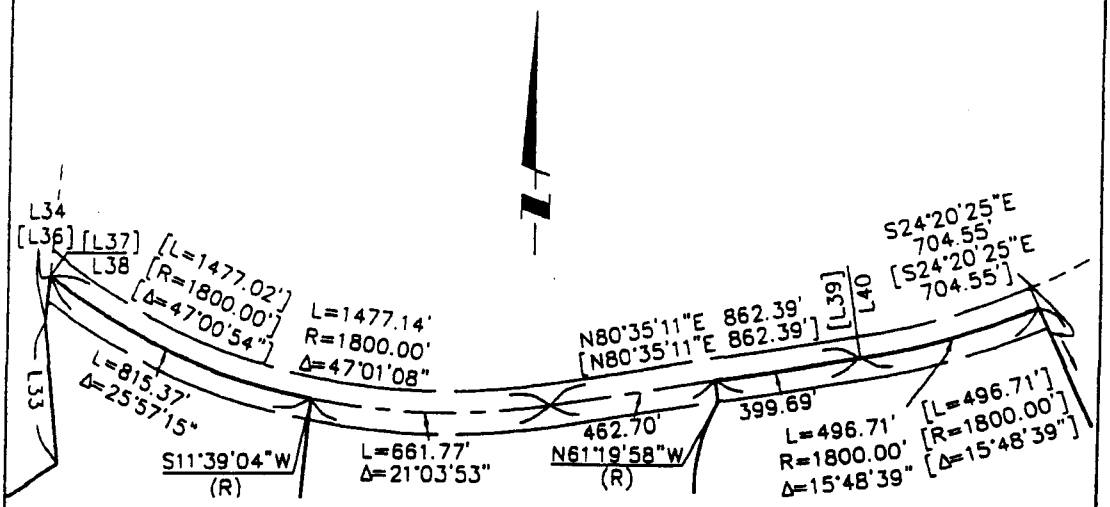
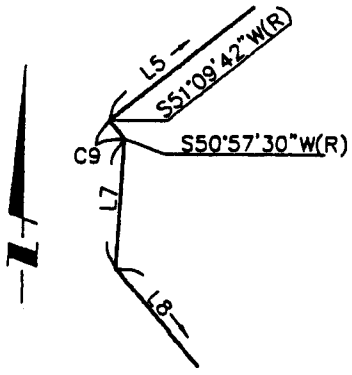


EXHIBIT K-1-IV

EXHIBIT B



DETAIL "B"
SCALE 1"=400'



DETAIL "A"
SCALE 1"=40'

LEGEND

[] Record Per Record of Survey 97-1038 RSB 171/1-49.

() Record Per Quitclaim Deed Recorded December 17, 1998, Instrument No. 19980873633, O.R. and Record of Survey 97-1049, RSB 168/1-16.

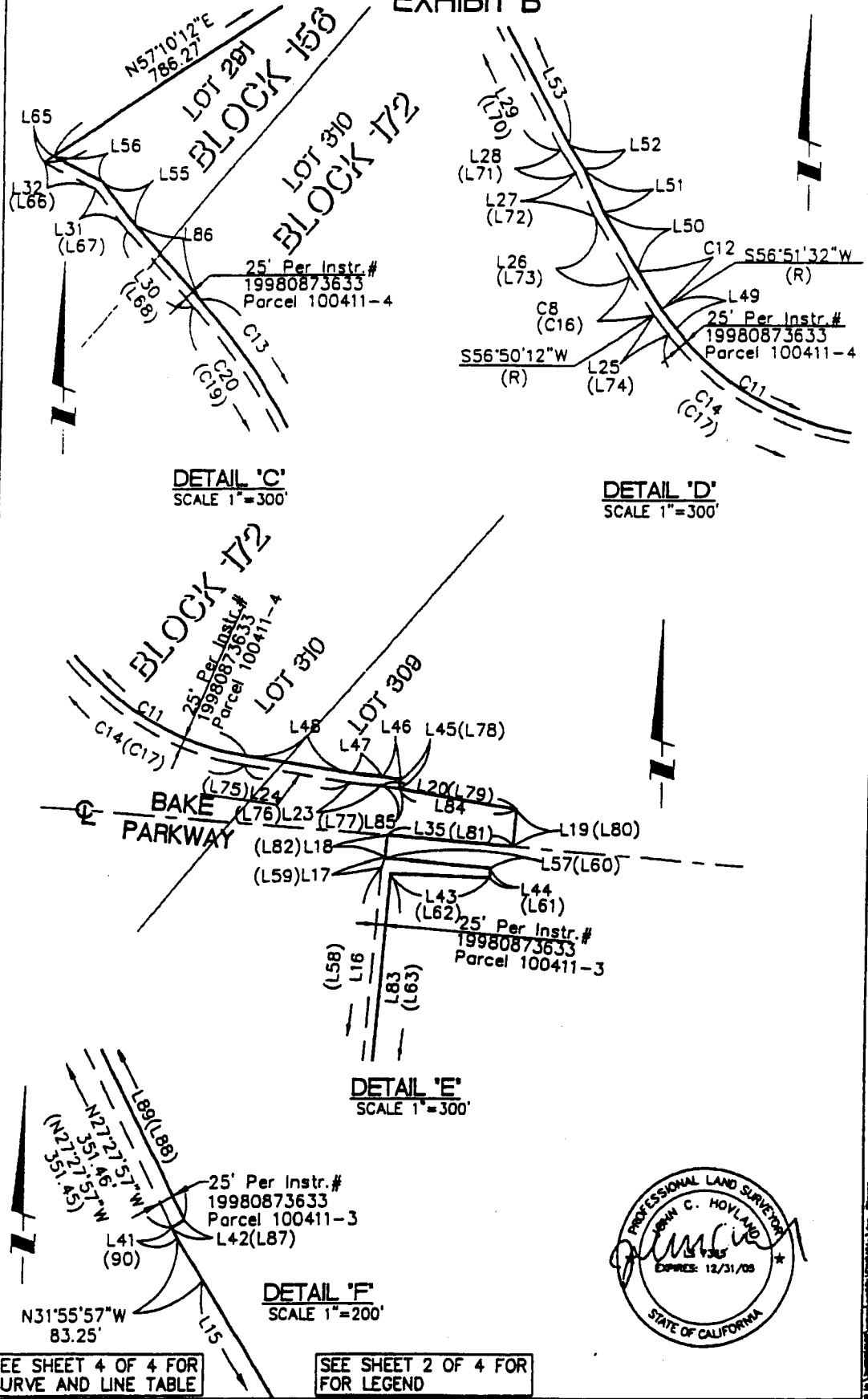


SEE SHEET 4 OF 4 FOR CURVE AND LINE TABLE

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1062.		SHEET 2 OF 4	SCALE 1" = 500'
		PSOMAS	DRAFTED SFB
			CHECKED JCH
			DATE APRIL, 2003
MCAS-EL TORO	REV 1 5/20/03 REV 2		JOB NUMBER 2NOR060100 T3

EXHIBIT K-1-IV

EXHIBIT B



SEE SHEET 4 OF 4 FOR CURVE AND LINE TABLE

SEE SHEET 2 OF 4 FOR FOR LEGEND

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1082.

SHEET 3 OF 4

PSOMAS

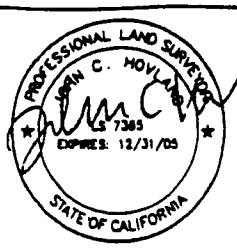
MCAS-EL TORO

REV 1	5/20/03
REV 2	

SCALE	1" = 500'
DRAFTED	SFB
CHECKED	JCH
DATE	APRIL 2003
JOB NUMBER	2NOR060100 T3

EXHIBIT K-1-IV

EXHIBIT B



SEE SHEET 2 OF 4 FOR FOR LEGEND

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L1	323.29	S04°46'49"W
L2	60.00	N09°24'49"W
L3	269.60	S42°34'48"W
L4	38.56	N84°39'47"W
L5	100.00	S51°09'42"W
L6	490.17	S20°25'53"E
L7	36.23	S02°49'08"W
L8	60.00	S40°47'01"E
L9	36.23	S84°23'22"E
L10	216.54	S41°25'05"W
L11	185.84	S41°30'00"E
L12	325.00	S33°11'01"W
L13	150.37	N85°20'42"W
L14	98.64	N28°16'11"W
L15	319.56	N32°20'05"W
L16	517.15	N04°39'03"E
L17	27.92	N18°51'06"E
L18	57.50	N04°38'58"E
L19	95.79	N04°38'58"E
L20	356.12	N80°29'02"W
L23	81.08	N84°45'40"W
L24	275.40	N80°28'49"W
L25	63.38	N38°20'00"W
L26	180.06	N30°52'21"W
L27	120.81	N24°13'05"W
L28	68.69	N33°52'58"W
L29	360.05	N28°55'06"W
L30	259.71	N42°50'00"W
L31	135.82	N39°25'00"W
L32	147.34	N62°43'34"W
L33	395.85	N05°37'01"W
L34	128.46	N05°36'08"E
L35	325.78	S85°21'02"E
L36	[128.17]	[N05°36'08"E]
L37	RADIAL	[S37°36'05"W]
L38	RADIAL	S37°36'19"W
L39	RADIAL	[S08°31'46"E]
L40	RADIAL	S08°31'46"E
L41	20.64	N27°27'57"W
L42	25.06	S58°37'33"W
L43	257.70	N88°21'06"W
L44	25.00	N04°38'58"E
L45	25.09	N04°38'50"E
L46	46.02	N80°29'02"W
L47	81.08	N84°45'40"W
L48	274.47	N80°28'49"W
L49	62.25	N38°20'00"W
L50	178.58	N30°52'21"W
L51	121.47	N24°13'05"W

LINE TABLE		
NO.	LENGTH(FT)	BEARING
L52	69.72	N33°52'58"W
L53	358.51	N28°55'06"W
L54	704.13	N26°50'06"W
L55	140.23	N39°25'00"W
L56	138.12	N62°43'34"W
L57	275.50	N85°21'02"W
L58	(517.13)	(N04°39'03"E)
L59	(27.89)	(N19°11'07"E)
L60	(275.50)	(S85°20'57"E)
L61	(25.00)	(S04°39'03"W)
L62	(257.85)	(N88°21'01"W)
L63	(505.63)	(S04°39'03"W)
L65	28.84	N57°10'12"E
L66	(147.46)	(S62°43'34"E)
L67	(135.82)	(S39°25'00"E)
L68	(259.70)	(S42°50'00"E)
L70	(360.04)	(S28°55'06"E)
L71	(68.69)	(S33°52'58"E)
L72	(120.81)	(S24°13'05"E)
L73	(180.05)	(S30°52'21"E)
L74	(63.38)	(S38°20'00"E)
L75	(275.39)	(S80°28'49"E)
L76	(81.05)	(S84°43'32"E)
L77	(47.21)	(S80°28'49"E)
L78	(25.09)	(N04°39'03"E)
L79	(356.11)	(S80°28'49"E)
L80	(95.79)	(S04°39'03"W)
L81	(325.78)	(S85°20'57"E)
L82	(57.50)	(S04°39'03"W)
L83	505.72	N04°39'03"E
L84	308.91	N80°29'02"W
L85	47.21	N80°29'02"W
L86	258.97	N42°50'00"W
L87	(25.06)	(S58°37'33"W)
L88	(349.74)	(S27°27'57"E)
L89	349.74	N27°27'57"W
L90	(20.64)	(N27°27'57"W)

CURVE TABLE			
NO.	LENGTH(FT)	RADIUS(FT)	DELTA
C1	265.18	518.00	29°19'55"
C2	39.42	770.00	02°56'00"
C3	195.55	1850.00	06°03'23"
C4	157.90	140.00	64°37'23"
C5	129.97	420.00	17°43'51"
C6	260.10	464.02	32°07'00"
C8	117.55	2940.11	02°17'27"
C9	6.57	1850.00	00°12'12"
C10	246.09	439.02	32°07'00"
C11	533.33	725.03	42°08'49"
C12	115.44	2915.11	02°16'08"
C13	397.91	1425.05	15°59'54"
C14	551.72	750.03	42°08'49"
C15	(246.08)	(439.00)	(32°07'00")
C16	(117.55)	(2940.00)	(02°17'27")
C17	(551.70)	(750.00)	(42°08'49")
C18	(260.09)	(464.00)	(32°07'00")
C19	(390.91)	(1400.00)	(15°59'54")
C20	390.93	1400.05	15°59'54"

DESCRIPTION: Portions of Parcels 2 and 3, unincorporated territory of the County of Orange, State of California, per O.R. Book 11831, Page 1062.

MCAS-EL TORO

REV 1	5/20/03
REV 2	

SHEET 4 OF 4

PSOMAS

SCALE 1" = 300'
DRAFTED SFB
CHECKED JCH
DATE APRIL, 2003
JOB NUMBER 2NORO60100 T3

EXHIBIT K-1-IV

ATTACHMENT "2"

LEGAL DESCRIPTION OF PUBLIC PROPERTY

PARCEL I

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT K-I

PARCEL II

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT K-II

PARCEL III

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT K-III

PARCEL IV

That certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

SEE EXHIBIT K-IV

EXHIBIT K-I
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1

A STRIP OF LAND 500.00 FEET IN WIDTH, OF WHICH THE SOUTHEASTERLY LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 84.98 FEET TO THE **TRUE POINT OF BEGINNING,**
SOUTH 40°12'23" WEST 123.50 TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17",
SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2768.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28",
SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, SOUTHWESTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND
SOUTH 42°16'45" WEST 235.22 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT HEREINAFTER REFERRED TO AS **POINT "B"**;

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE SOUTHERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND NORTHERLY ON THE NORTHEASTERLY LINE OF SAID LOT 271.

CONTAINING 95.972 ACRES, MORE OR LESS.

PARCEL G-5

COMMENCING AT THE HEREINBEFORE MENTIONED **POINT "B"**;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:
NORTH 49°51'20" WEST 281.26 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, NORTHWESTERLY 219.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'10" TO THE **TRUE POINT OF BEGINNING**; CONTINUING ALONG SAID CURVE AND SOUTHWESTERLY LINE, 1354.25 FEET THROUGH A CENTRAL ANGLE OF 77°35'33",
AND NORTH 49°14'49" WEST 30.01 FEET;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°10'58" EAST 2739.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 990.00 FEET; THENCE NORTHEASTERLY 935.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°07'50";
THENCE SOUTH 85°41'12" EAST 2.28 FEET TO A POINT IN THE WESTERLY LINE OF HEREINABOVE DESCRIBED PARCEL G-1; THENCE ALONG SAID WESTERLY PARCEL LINE THE FOLLOWING COURSES;

SOUTH 00°00'00" WEST 938.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1900.00 FEET, SOUTHWESTERLY 2191.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'28", SOUTH 66°05'28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3000.00 FEET, SOUTHWESTERLY 1246.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43" AND SOUTH 42°16'45" WEST 229.75 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 106.973 ACRES, MORE OR LESS.

PARCEL G-8A

COMMENCING AT THE HEREINBEFORE DESCRIBED POINT "A";
THENCE ALONG SAID FORMER CENTERLINE OF IRVINE BOULEVARD
NORTH 49°21'16" WEST 1254.21 FEET;
THENCE LEAVING SAID FORMER CENTERLINE NORTH 40°38'44" EAST 30.00 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED TO THE UNITED STATES OF AMERICA RECORDED JULY 29, 1976 IN BOOK 11831, PAGE 1058 OF OFFICIAL RECORDS IN SAID OFFICE OF THE ORANGE COUNTY RECORDER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND NORTH 40°37'48" EAST 20.00 FEET TO A LINE PARALLEL WITH AND 20.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LAND AND THE **TRUE POINT OF BEGINNING;**
THENCE ALONG SAID PARALLEL LINE NORTH 49°21'16" WEST 1280.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "C"**;
THENCE LEAVING SAID PARALLEL LINE NORTH 40°38'44" EAST 580.00 FEET;
THENCE NORTH 87°43'15" EAST 895.48 FEET;

THENCE SOUTH 49°22'04" EAST 624.01 FEET TO SAID SOUTHEASTERLY LINE; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 40°37'48" WEST 1190.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 30.370 ACRES, MORE OR LESS.

PARCEL G-8B

A STRIP OF LAND 50.00 FEET WIDE, FOR STORM DRAIN CHANNEL PURPOSES, THE SOUTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS;

BEGINNING AT THE HEREINBEFORE DESCRIBED **POINT "C";**
THENCE ALONG THE PROLONGATION OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-8A NORTH 49°21'16" WEST 1294.74 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1.

SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID NORTHWESTERLY LINE OF SAID PARCEL 1.

CONTAINING 1.486 ACRES, MORE OR LESS.

PARCEL G-8C

A STRIP OF LAND 40.00 FEET IN WIDTH, FOR STORM DRAIN PURPOSES, THE NORTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID PARCEL 1, HAVING A BEARING AND DISTANCE OF "N40°35'49"E 5281.99 FEET", AS SHOWN ON SAID INSTRUMENT NO. 2005_____;
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 40°35'49" WEST 5281.99.

THE SIDELINE OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE NORTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "S49°21'55"E 1315.00 AND SOUTHERLY ON A LINE HAVING A BEARING AND DISTANCE OF "N49°19'46"W 913.00 FEET" AS SHOWN ON SAID INSTRUMENT NO. 2005_____.

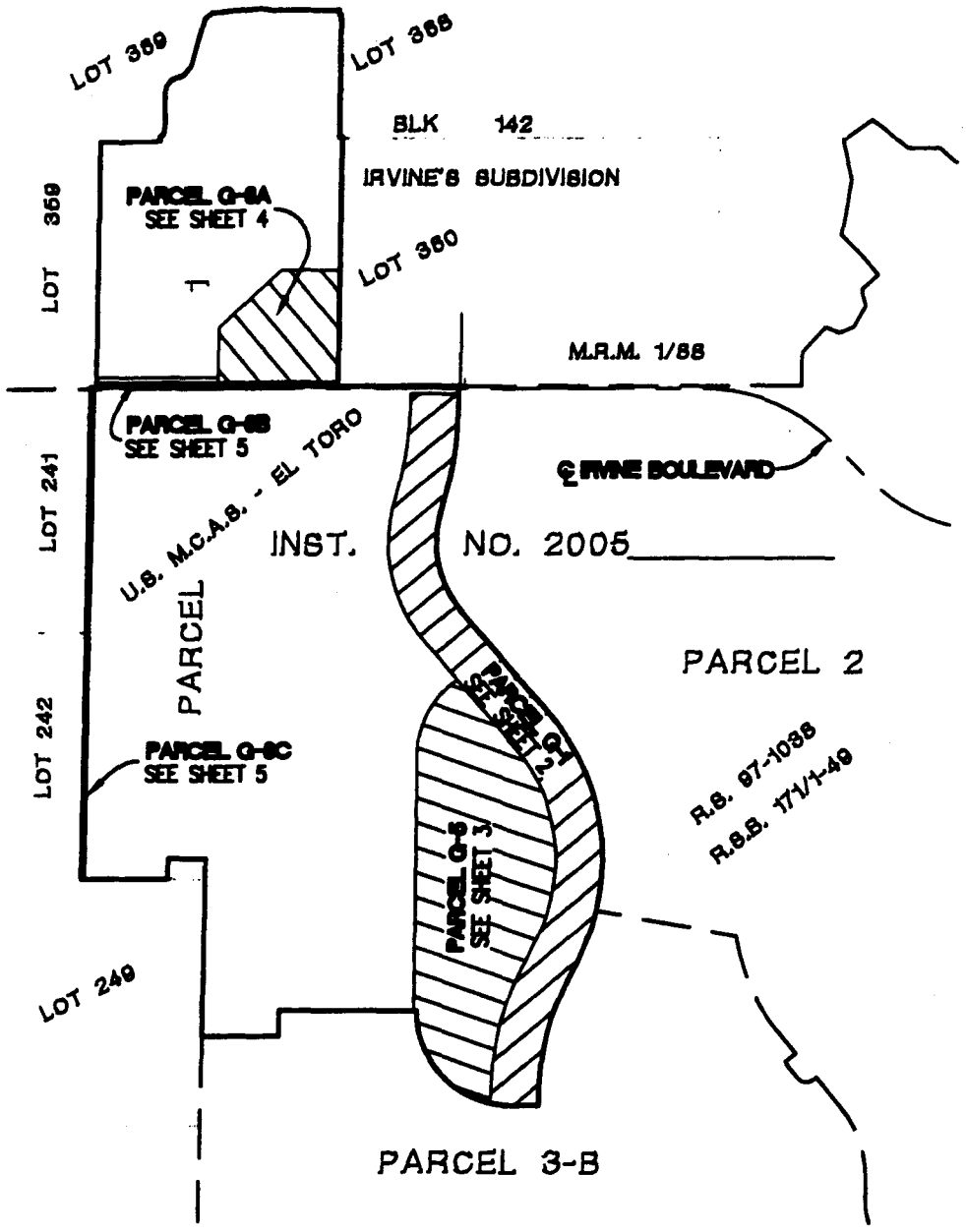
CONTAINING 4.850 ACRES, MORE OR LESS.

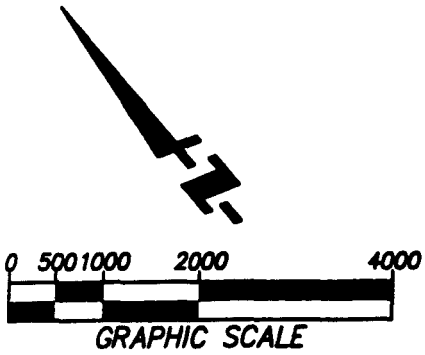
ALL OF THE ABOVE PARCELS G-1, G-5, G-8A, G-8B, AND G-8C ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS, DESCRIBED AS G-1, G-5, G-8A, G-8B, AND G-8C ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 1 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

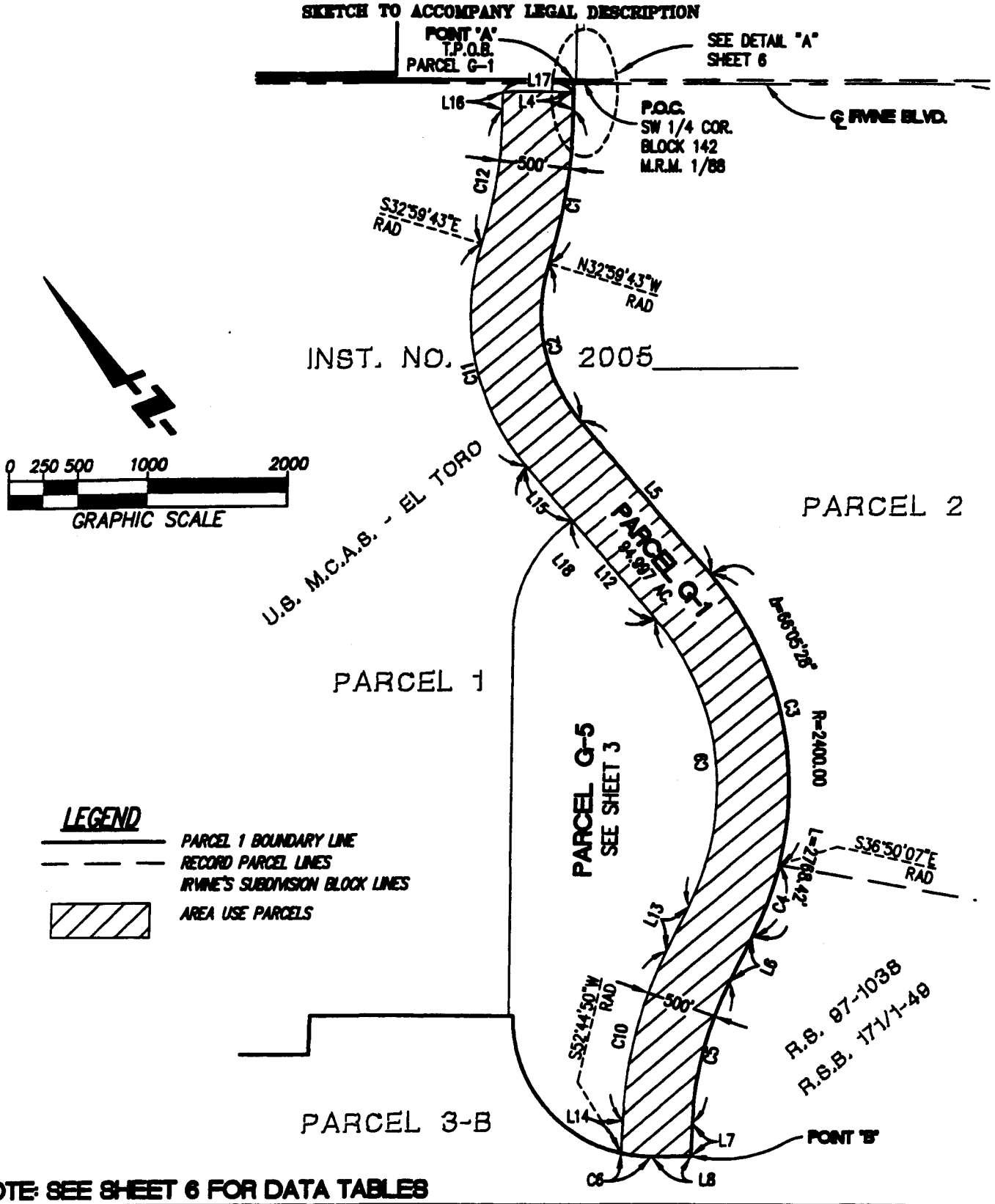
1 OF 6

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-1.DWG (06-01-05)

EXHIBIT K-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 6 FOR DATA TABLES

FUSCOE
ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

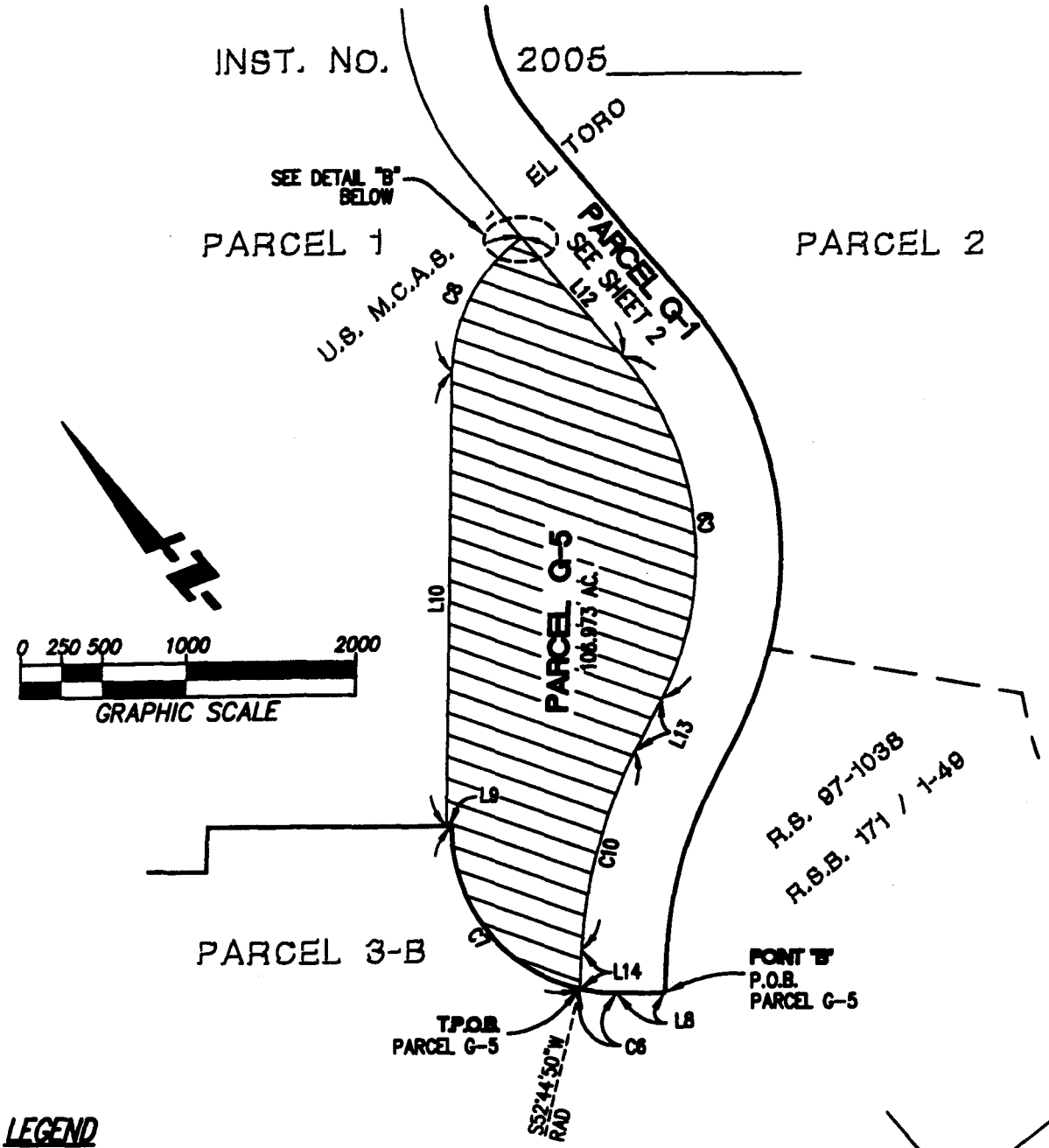
DATE: 4/15/05
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CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-1.DWG (06-01-05)

EXHIBIT K-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 6 FOR DATA TABLES

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tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 1

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

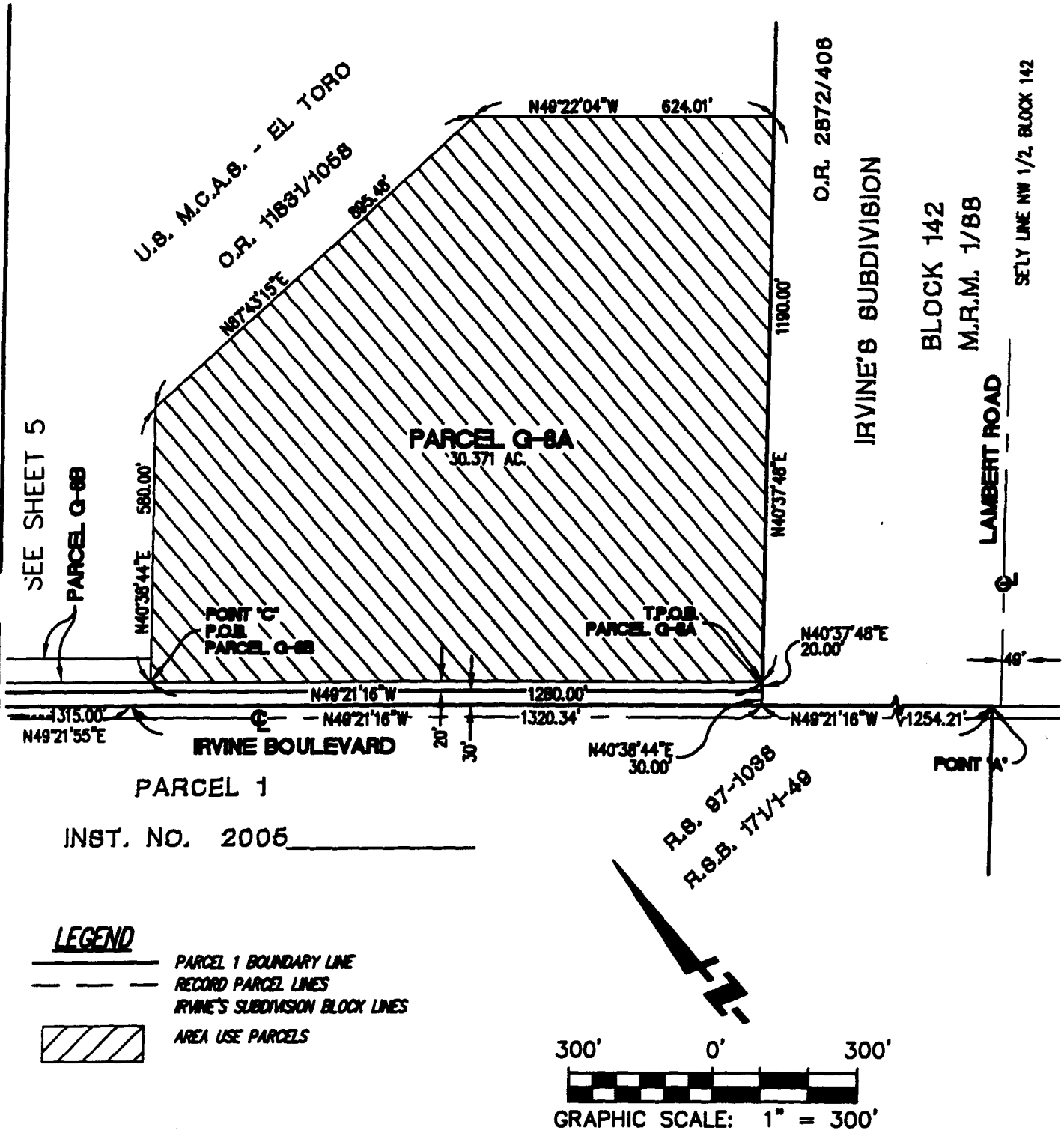
DATE: 4/15/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-1.DWG (06-01-05)

EXHIBIT K-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



FUSCOE
ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 1
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=300'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

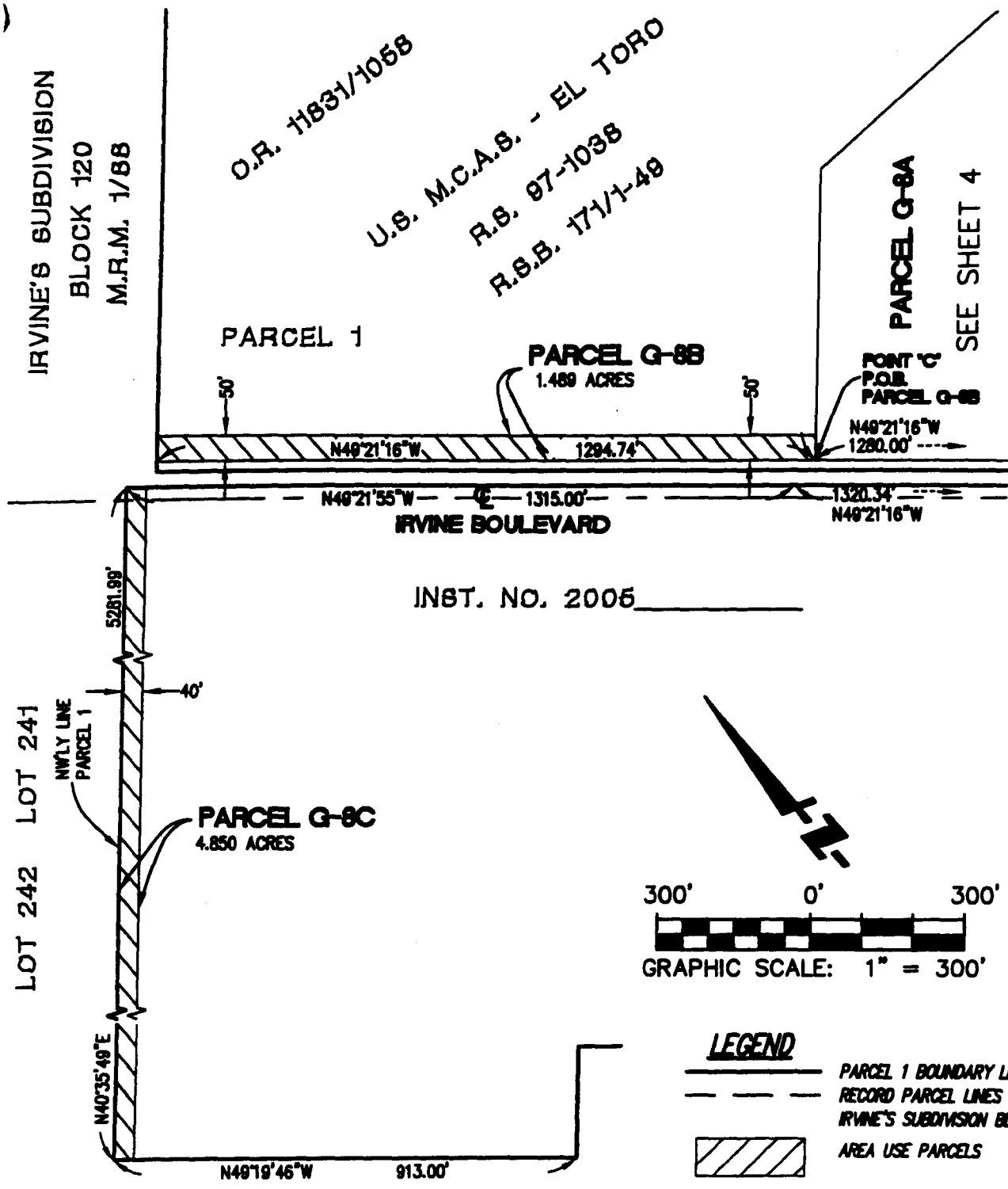
4 OF 6

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-1.DWG (06-01-05)

EXHIBIT K-I

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5 OF 6

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-1.DWG (06-01-05)

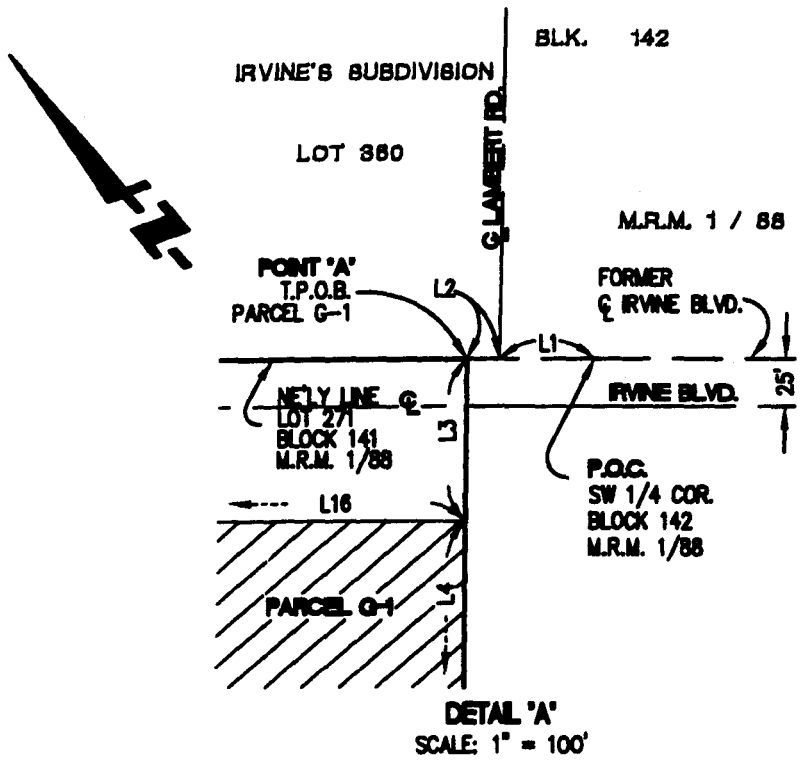
EXHIBIT K-I

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N48°21'16"W	48.00
L2	N48°21'16"W	17.14
L3	N40°12'23"E	84.98
L4	N40°12'23"E	123.50
L5	N00°00'00"E	1456.34
L6	N88°05'28"E	353.80
L7	N42°16'45"E	235.22
L8	N48°51'20"W	281.28
L9	N48°14'49"W	30.01
L10	N40°10'58"E	2736.54
L11	N85°41'12"W	2.28
L12	N00°00'00"E	938.78
L13	N88°05'28"E	353.80
L14	N42°16'45"E	228.75
L15	N00°00'00"E	517.54
L16	N40°12'23"E	127.33
L17	N48°21'16"W	500.01
L18	N00°00'00"E	1456.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°47'54"	3776.61	1107.25
C2	57°00'17"	1200.00	1193.90
C3	53°08'53"	2400.00	2226.96
C4	12°56'35"	2400.00	541.46
C5	23°46'43"	2500.00	1038.99
C6	12°36'10"	1000.00	219.96
C7	77°36'33"	1000.00	1354.25
C8	54°07'50"	990.00	935.31
C9	66°05'28"	1900.00	2191.66
C10	23°46'43"	3000.00	1246.79
C11	57°00'17"	1700.00	1691.36
C12	16°47'54"	3276.61	960.66



DETAL "A"

SCALE: 1" = 100'

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 1

DESCRIBED IN INST. NO. 2006_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 4/15/05
SCALE: 1"=100'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-1.DWG (06-01-05)

EXHIBIT K-I

EXHIBIT K-II
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B:

PARCEL G-1A

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE' S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49°21'16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49°21'16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°12'23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32°59'43" WEST SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'17"; SOUTH 00°00'00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; THENCE NORTHEASTERLY 2088.02 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°58'08";
THENCE NORTH 88°30'20" EAST 1062.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHEASTERLY 1117.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°40'03" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 307.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 44°09'43" EAST; THENCE NORTHEASTERLY 246.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'13";
THENCE NORTH 00°12'56" WEST 257.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 641.35 FEET; THENCE NORTHEASTERLY 620.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°26'56" TO THE SOUTHWESTERLY LINE OF IRVINE BOULEVARD, 120.00 FEET WIDE,

AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°46'03" WEST; THENCE SOUTHEASTERLY 54.45 FEET ALONG SAID CURVE AND SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 1°30'52" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°15'11" WEST;
THENCE NORTH 49°19'24" WEST 17.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 69°53'06" WEST; THENCE SOUTHEASTERLY 381.56 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°48'28" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 62°04'38" WEST; THENCE SOUTHEASTERLY 698.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'51" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°38'47" WEST;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 01°54'27" EAST 38.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 958.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 46°21'30" EAST; THENCE SOUTHWESTERLY 258.85 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'53";
THENCE SOUTH 59°07'23" WEST 922.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1958.00 FEET; THENCE WESTERLY 1004.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'57";
THENCE SOUTH 88°30'20" WEST 866.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 92.00 FEET; THENCE WESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 80°14'40" WEST 193.41 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;
THENCE SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; THENCE SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
THENCE SOUTH 08°19'32" EAST 43.50 FEET;
THENCE SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'48";
THENCE SOUTH 02°11'28" EAST 836.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY 879.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°58'17" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°50'15" WEST; THENCE SOUTHEASTERLY 231.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°35'51" TO A POINT OF NON-TANGENCY, SAID POINT HEREINAFTER REFERRED TO AS **POINT "C"**, A RADIAL LINE TO SAID POINT BEARS NORTH 29°14'24" EAST;
THENCE SOUTH 69°08'43" WEST 68.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50";
THENCE SOUTH 05°08'53" WEST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE

SOUTHWESTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23";
THENCE SOUTH 35°43'16" WEST 66.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET AND A CENTRAL ANGLE OF 128°16'17"; THENCE NORTHWESTERLY 852.89 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 29°39'08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY 69.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°10'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 49°14'30" EAST; THENCE NORTHWESTERLY 10.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°48'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°25'50" WEST; THENCE NORTHERLY 79.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°13'34" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 858.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, A CENTRAL ANGLE OF 38°31'40"; THENCE NORTHEASTERLY 556.30 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°08'56";
THENCE NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1242.00 FEET; THENCE NORTHEASTERLY 842.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
THENCE NORTH 00°57'09" EAST 510.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE NORTH 12°12'09" EAST 183.43 FEET;
THENCE NORTH 00°57'09" EAST 30.00 FEET;
THENCE NORTH 89°02'51" WEST 96.09 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID PARCEL 2, CITED AS SOUTH 00°57'09" WEST 276.56 FEET;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 00°57'09" EAST 276.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHEASTERLY 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12" TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 119.023 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "C"**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 29°14'24" WEST; THENCE EASTERLY 613.37 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°55'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 14°41'21" WEST; THENCE

EASTERLY 531.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'08";

THENCE SOUTH 74°15'13" EAST 447.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY 375.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°00'50";

THENCE NORTH 62°43'57" EAST 289.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY 277.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°52'54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2360.00 FEET, A RADIAL LINE TO LAST SAID BEGINNING BEARS NORTH 43°08'57" WEST; THENCE NORTHEASTERLY 1978.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°02'15";

THENCE SOUTH 85°06'42" EAST 247.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 797.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";

THENCE NORTH 37°46'20" EAST 533.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 633.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°20'15";

THENCE NORTH 83°06'35" EAST 66.73 FEET TO THE WESTERLY LINE OF IRVINE BOULEVARD, 130.00 FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1940.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83°02'18" EAST; THENCE SOUTHERLY 326.89 FEET ALONG SAID CURVE AND WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°39'16";

THENCE SOUTH 02°41'34" WEST 109.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 283.99 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°35'05" EAST; THENCE LEAVING SAID WESTERLY LINE SOUTHWESTERLY 252.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°55'47" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 03°39'18" WEST; THENCE SOUTHWESTERLY 254.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°34'22";

THENCE SOUTH 37°46'20" WEST 360.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY 1156.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°06'58";

THENCE NORTH 85°06'42" WEST 234.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 1078.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'30";

THENCE SOUTH 63°59'48" WEST 246.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 625.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°54'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°54'52" EAST; THENCE SOUTHWESTERLY 488.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°57'31" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 08°57'21" WEST; THENCE

WESTERLY 127.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'17" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°36'38" EAST; THENCE WESTERLY 357.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°38'06" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 13°01'28" EAST; THENCE WESTERLY 204.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'23";

THENCE NORTH 88°40'55" WEST 421.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 750.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°59'13";

THENCE SOUTH 05°19'52" WEST 463.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 48.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°34'20";

THENCE SOUTH 10°54'12" WEST 291.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 315.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°08'58";

THENCE SOUTH 25°14'46" EAST 145.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 217.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°55'11";

THENCE SOUTH 00°19'35" EAST 254.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY 598.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°01'12";

THENCE SOUTH 49°20'47" EAST 40.76 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'13"E 951.44';

THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE SOUTH 40°39'13" WEST 475.35 FEET;

THENCE SOUTH 49°20'18" EAST 228.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHEASTERLY 644.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°21'50";

THENCE SOUTH 22°58'28" EAST 412.58 FEET TO A POINT ON THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS N40°39'42"E 780.00';

THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40°39'42" WEST 305.82 FEET,

NORTH 49°20'18" WEST 1220.06 FEET AND NORTH 49°20'21" WEST 568.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 50°31'48" EAST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET, AND A CENTRAL ANGLE OF 128°16'17"; THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 2, NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY 2696.50 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 93°44'56" TO A POINT ON THE EASTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A,

BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 35°43'16" EAST;
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 35°43'16" EAST 66.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°34'23",
NORTH 05°08'53" EAST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°59'50" AND NORTH 69°08'43" EAST 68.90 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 133.308 ACRES, MORE OR LESS.

PARCEL G-4A

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF IRVINE BOULEVARD, SHOWN AS N02°41'27"E 332.04' ON SAID RECORD OF SURVEY 97-1038, THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 02°41'27" EAST 332.04 FEET,
SOUTH 49°15'52" EAST 8.88 FEET,
NORTH 02°41'34" EAST 444.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2070.00 FEET, NORTHERLY 117.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'56" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST,
NORTH 89°25'38" EAST 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2085.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 89°25'38" EAST, NORTHERLY AND NORTHWESTERLY 1774.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°45'03" AND NORTH 49°19'25" WEST 72.07 FEET;
THENCE LEAVING SAID EASTERLY LINE NORTH 40°40'35" EAST 136.29 FEET;
THENCE SOUTH 49°37'06" EAST 2277.11 FEET;
THENCE SOUTH 43°05'49" EAST 709.84 FEET;
THENCE NORTH 74°22'29" EAST 103.59 FEET;
THENCE SOUTH 49°16'11" EAST 77.99 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "D"**;
THENCE SOUTH 70°30'52" WEST 1520.79 FEET TO THE NORTHERLY LINE OF LOT 302 OF SAID IRVINE'S SUBDIVISION;
THENCE ALONG SAID NORTHERLY LINE NORTH 49°15'52" WEST 282.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1255.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 75°24'08" EAST;
THENCE LEAVING SAID NORTHERLY LINE, SOUTHERLY 278.46 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°42'46" TO THE **POINT OF BEGINNING.**

CONTAINING 44.150 ACRES MORE OR LESS.

PARCEL G-4B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "D"**;
THENCE SOUTH 84°39'33" EAST 132.98 FEET;
THENCE SOUTH 23°59'33" EAST 37.00 FEET;
THENCE NORTH 65°30'27" EAST 184.71 FEET;
THENCE NORTH 21°00'30" WEST 83.12 FEET;
THENCE NORTH 68°59'30" EAST 155.00 FEET;
THENCE SOUTH 21°00'30" EAST 65.00 FEET;
THENCE NORTH 67°20'15" EAST 612.07 FEET;
THENCE NORTH 88°45'15" EAST 78.87 FEET;
THENCE NORTH 64°40'15" EAST 290.62 FEET;
THENCE NORTH 44°40'15" EAST 34.25 FEET;
THENCE NORTH 75°55'15" EAST 257.59 FEET;
THENCE NORTH 55°15'15" EAST 103.32 FEET;
THENCE NORTH 79°45'15" EAST 265.63 FEET;
THENCE NORTH 78°20'15" EAST 165.87 FEET;
THENCE NORTH 82°25'15" EAST 320.43 FEET;
THENCE NORTH 76°05'15" EAST 476.64 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF THE U.S. M.C.A.S. – EL TORO AS SHOWN ON SAID RECORD OF SURVEY 97-1038;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING COURSES:

SOUTH 35°55'17" WEST 2559.11 FEET AND NORTH 49°16'11" WEST 1876.05 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 57.074 ACRES MORE OR LESS.

PARCEL G-5A

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "A"**, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; THENCE NORTHEASTERLY 1973.48 FEET ALONG SAID CURVE AND THE NORTHWESTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A, THROUGH A CENTRAL ANGLE OF 53°50'38" TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2030.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 68°41'40" EAST; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHWESTERLY 765.26 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°35'57";
THENCE NORTH 42°54'17" WEST 48.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 770.00 FEET; THENCE NORTHERLY 576.60 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°54'17";
THENCE NORTH 00°00'00" EAST 863.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY AND WESTERLY 1390.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°41'12"; THENCE NORTH 85°08'52" WEST 118.59 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING COURSES:

SOUTH 00°00'00" WEST 901.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHERLY AND SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'53" AND SOUTH 39°16'19" EAST 1519.69 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 108.510 ACRES, MORE OR LESS.

PARCEL G-5B

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT "B"**;
THENCE ALONG THE SOUTHEASTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A THE FOLLOWING COURSES:

SOUTH 80°47'15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°47'15" EAST; SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°53'13";
SOUTH 08°19'32" EAST 43.50 FEET;
SOUTH 88°30'20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'49" AND SOUTH 02°11'28" EAST 457.44 FEET;
THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 89°02'51" EAST 774.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET; THENCE NORTHEASTERLY 1296.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°31'47";.
THENCE NORTH 01°25'22" EAST 330.06 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHERLY 158.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°44'54";
THENCE NORTH 08°19'32" WEST 554.19 FEET;
THENCE NORTH 08°24'36" WEST 165.34 FEET TO THE **POINT OF BEGINNING.**

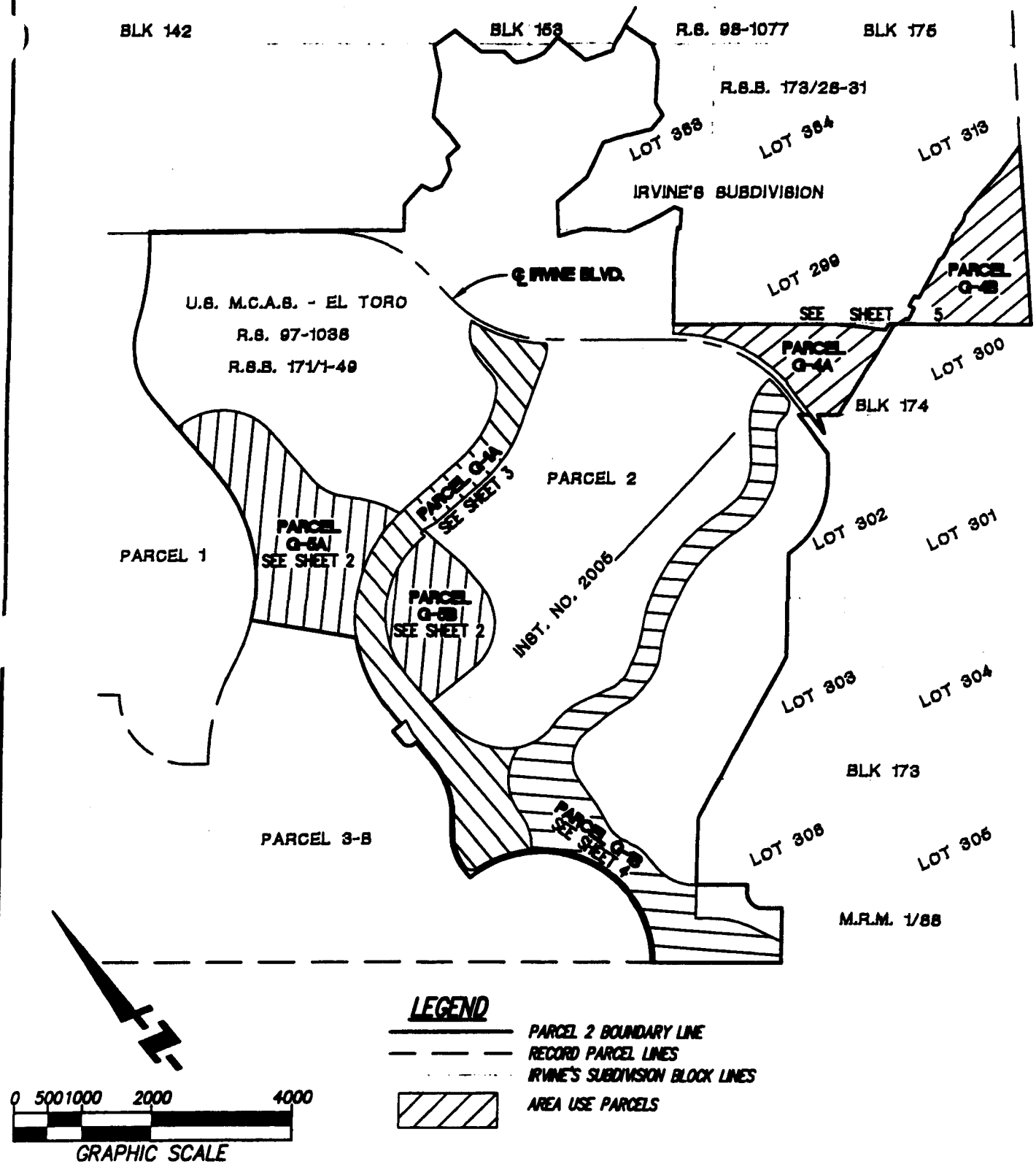
CONTAINING 58.469 ACRES, MORE OR LESS.

ALL OF THE ABOVE DESCRIBED PARCELS AS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

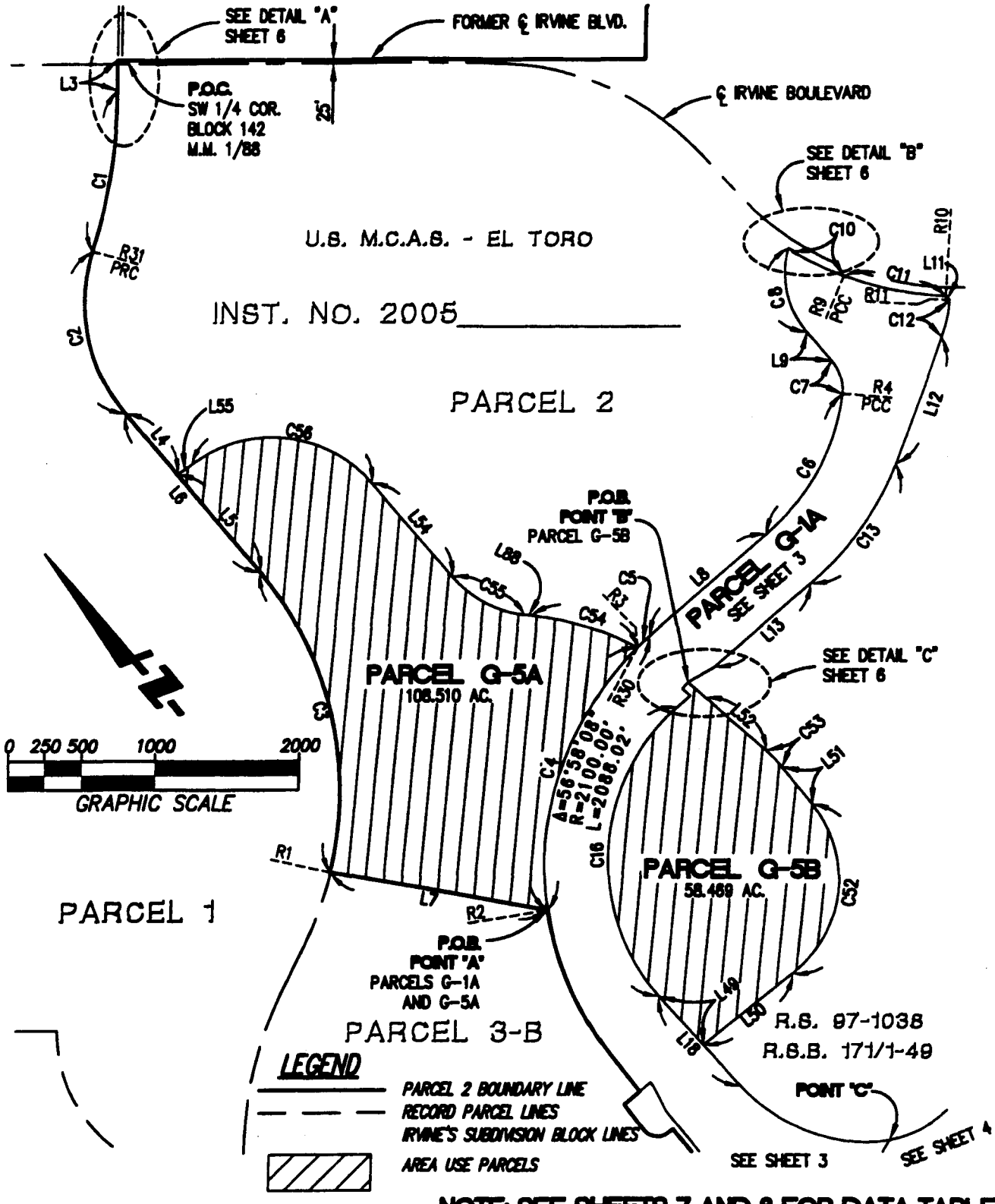
1 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-II.DWG (06-01-05)

EXHIBIT K-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

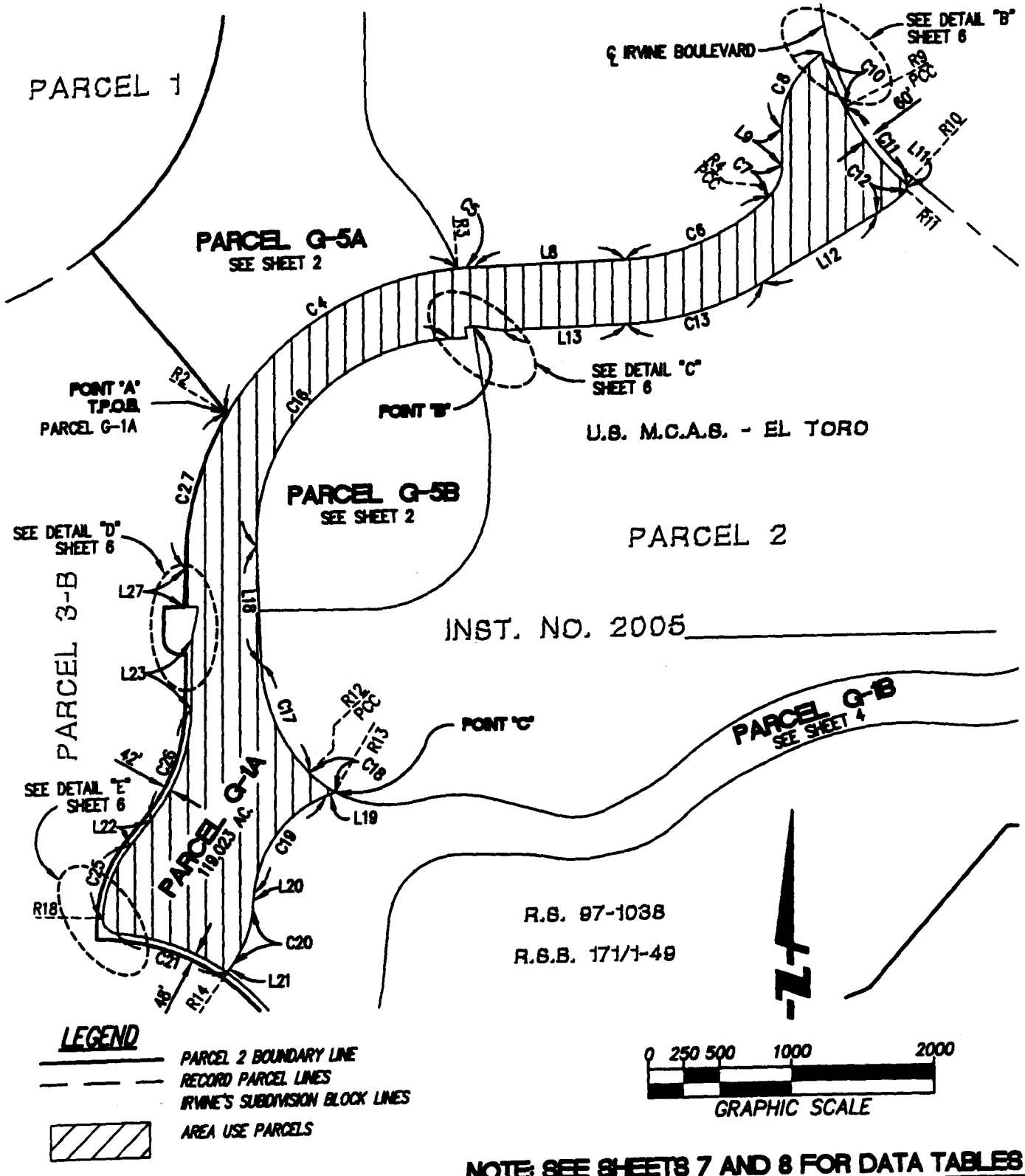
2 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-II.DWG (06-01-05)

EXHIBIT K-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

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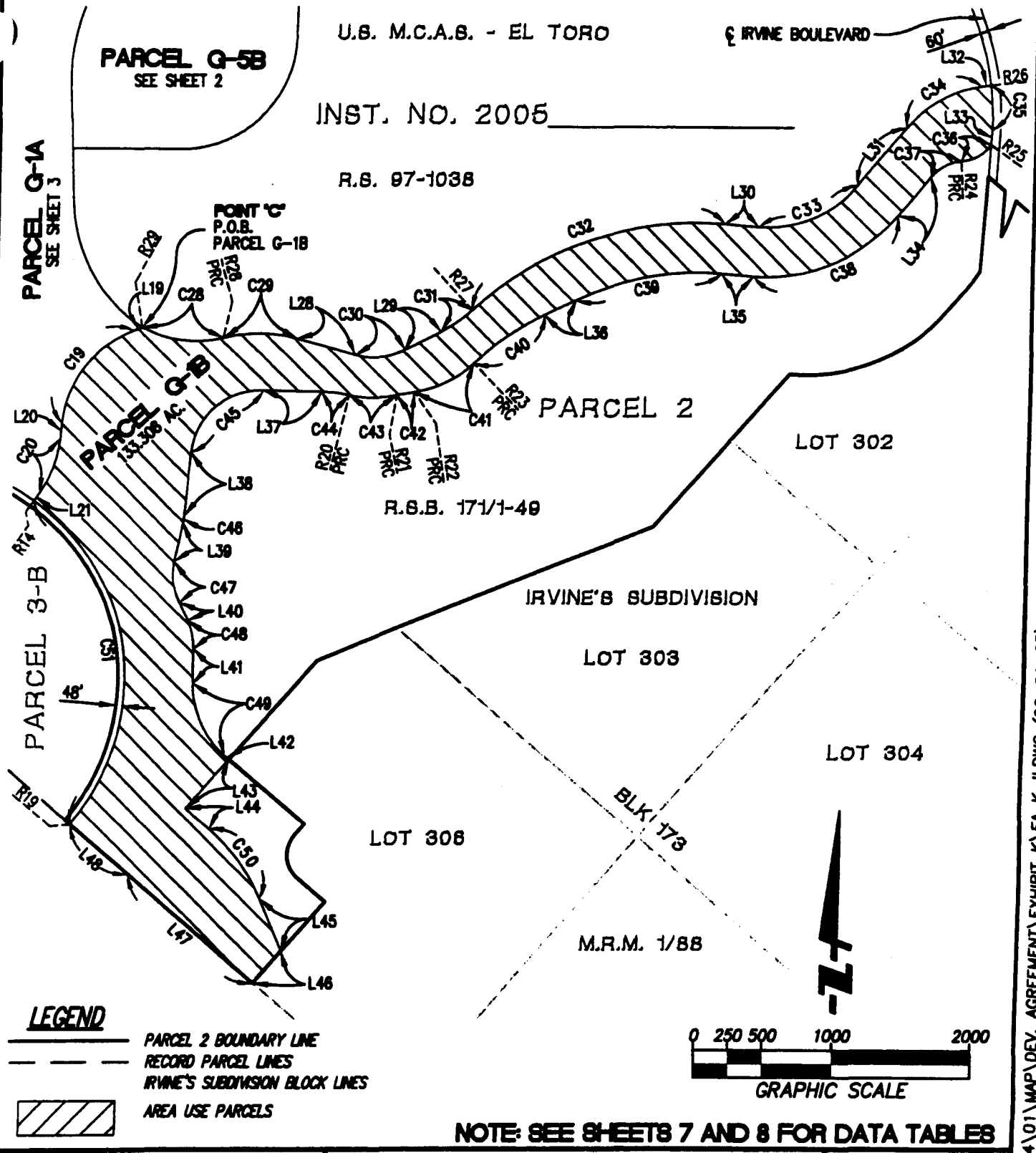
3 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-II.DWG (06-01-05)

EXHIBIT K-II

EXHIBIT "B"

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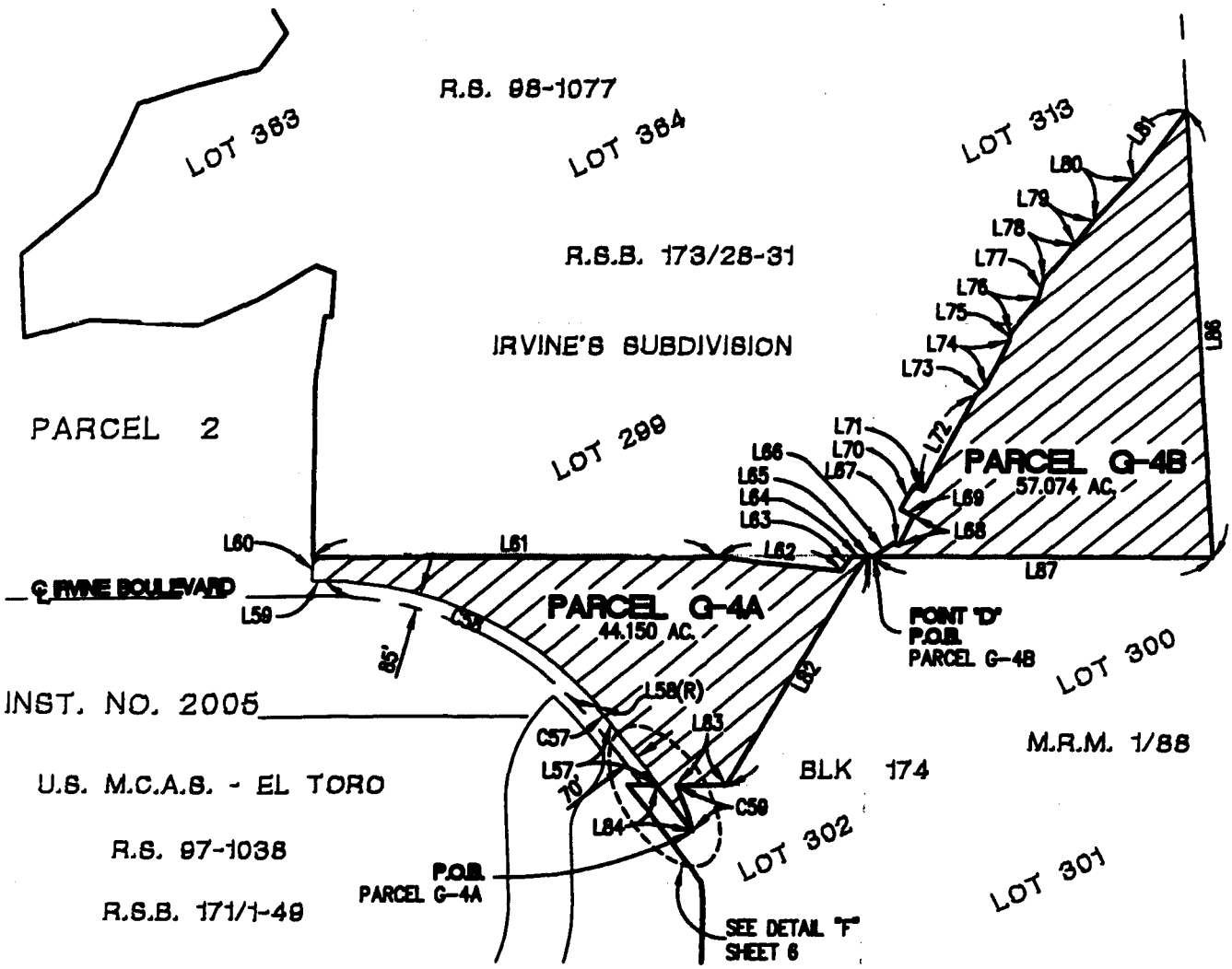
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CHECKED: RL

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EXHIBIT K-II

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DATE: 5/12/05
SCALE: 1"=1000'
JN: 544.01.01
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CHECKED: RL

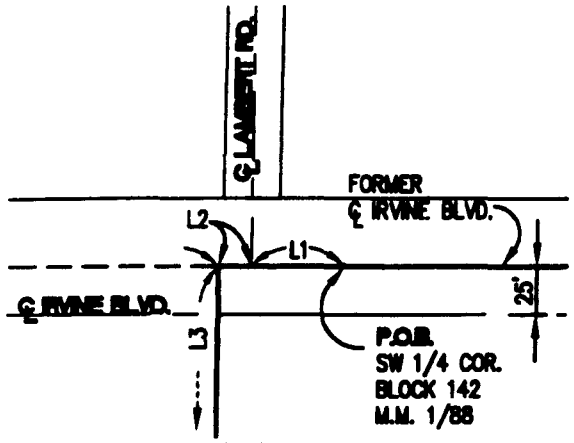
5 OF 8

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-II.DWG (06-01-05)

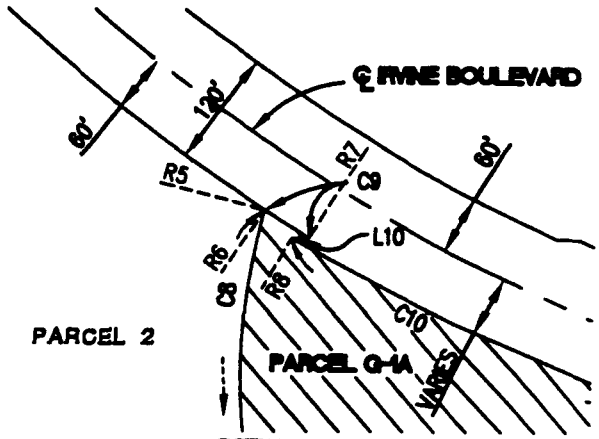
EXHIBIT K-II

EXHIBIT "B"

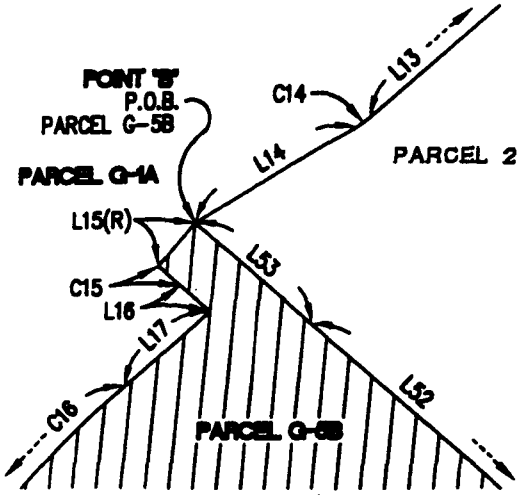
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



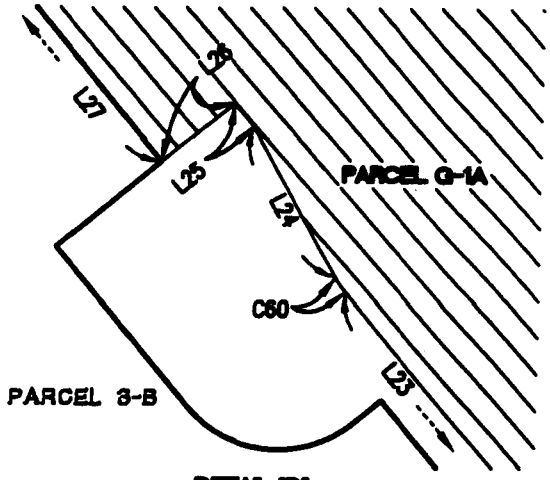
DETAIL "A"
SCALE: 1" = 100'



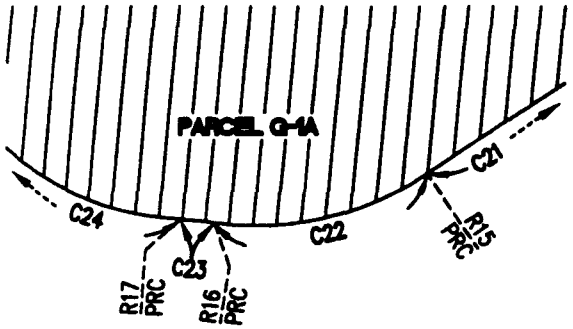
DETAIL "B"
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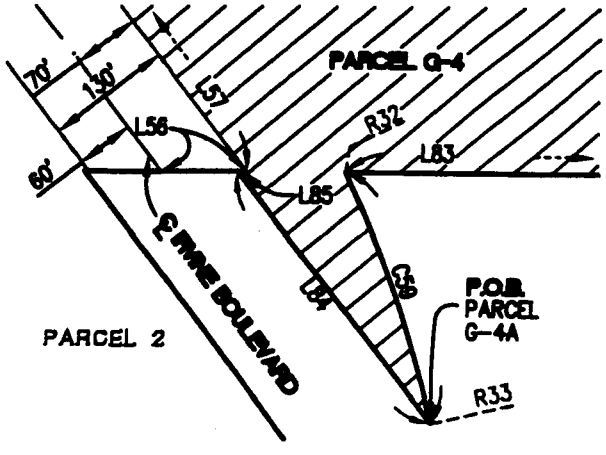
DETAIL "C"
SCALE: 1" = 200'



DETAIL "D"
SCALE: 1" = 200'



DETAIL "E"
SCALE: 1" = 60'



DETAIL "F"
SCALE: 1" = 200'

NOTE: SEE SHEETS 7 AND 8 FOR DATA TABLES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCEL 2
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: VARIES
JN: 544.01.01
DRAWN: R.L
CHECKED: RL

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EXHIBIT K-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°21'16"W	49.00
L2	N49°21'16"W	17.14
L3	N40°12'23"E	206.48
L4	N00°00'00"E	555.26
L5	N00°00'00"E	901.08
L6	N00°00'00"E	1456.34
L7	N39°16'19"W	1519.69
L8	N88°30'20"E	1062.83
L9	N00°12'56"W	257.64
L10	N49°19'24"W	17.66
L11	N01°54'27"W	38.89
L12	N59°07'23"E	922.58
L13	N88°30'20"E	866.00
L14	N80°14'40"W	193.41
L15(R)	N80°47'15"E	60.00
L16	N09°19'32"W	43.50
L17	N88°30'20"E	118.63
L18	N02°11'28"W	836.78
L19	N69°06'43"E	68.90
L20	N05°06'53"E	110.19
L21	N35°43'16"E	66.83
L22	N39°48'20"E	226.79
L23	N00°57'09"E	510.33
L24	N12°12'09"E	183.43
L25	N00°57'09"E	30.00
L26	N89°02'51"W	96.09
L27	N00°57'09"E	276.56
L28	N74°15'13"W	447.80
L29	N62°43'57"E	289.33
L30	N85°06'42"W	247.72
L31	N37°46'20"E	533.87
L32	N83°06'35"E	66.73
L33	N02°41'34"E	109.19
L34	N37°46'20"E	360.41
L35	N85°06'42"W	234.54
L36	N63°59'48"E	246.66
L37	N88°40'55"W	421.57
L38	N05°19'52"E	463.65
L39	N10°54'12"E	291.68
L40	N25°14'46"W	145.57
L41	N00°19'35"W	254.95
L42	N49°20'47"W	40.76
L43	N40°39'13"E	475.35
L44	N49°20'18"W	228.78

LINE TABLE		
LINE	BEARING	LENGTH
L45	N22°58'28"W	412.58
L46	N40°39'42"E	305.82
L47	N49°20'18"W	1220.06
L48	N49°20'21"W	568.15
L49	N02°11'28"W	457.44
L50	N89°02'51"W	774.16
L51	N01°25'22"E	330.06
L52	N09°19'32"W	554.19
L53	N05°24'36"W	165.34
L54	N00°00'00"E	863.33
L55	N85°06'52"W	118.59
L56	N49°15'52"W	88.88
L57	N02°41'34"E	444.84
L58(R)	N89°25'38"E	15.00
L59	N49°19'25"W	72.07
L60	N40°40'35"E	136.29
L61	N49°37'06"W	2277.11
L62	N43°05'49"W	709.84
L63	N74°22'29"E	103.59
L64	N49°16'11"W	77.99
L65	N49°16'11"W	45.06
L66	N84°39'33"W	132.97
L67	N23°59'33"W	37.00
L68	N65°30'27"E	184.71
L69	N21°00'30"W	83.12
L70	N68°59'30"E	155.00
L71	N21°00'30"W	65.00
L72	N67°20'15"E	612.07
L73	N88°45'15"E	78.87
L74	N64°40'15"E	290.62
L75	N44°40'15"E	34.25
L76	N75°55'15"E	257.59
L77	N55°15'15"E	103.32
L78	N79°45'15"E	265.63
L79	N76°20'15"E	165.87
L80	N82°25'15"E	320.43
L81	N76°05'15"E	476.64
L82	N70°30'52"E	1520.79
L83	N49°15'52"W	282.44
L84	N02°41'27"E	332.04
L85	N49°15'52"W	8.88
L86	N35°55'17"E	2559.12
L87	N49°16'11"W	1876.05
L88	N42°54'17"W	48.35

(R) DENOTES RADIAL LINE

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-II.DWG (06-01-05)

EXHIBIT K-II

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°47'55"	3776.61	1107.26
C2	57°00'17"	1200.00	1193.91
C3	53°09'53"	2400.00	2226.96
C4	53°50'38"	2100.00	1973.48
C5	3°07'30"	2100.00	114.54
C6	42°40'03"	1500.00	1117.03
C7	46°03'13"	307.00	246.76
C8	55°26'56"	641.35	620.68
C9	1°30'52"	2060.00	54.45
C10	7°48'28"	2800.00	381.56
C11	19°25'51"	2060.00	698.61
C12	15°28'53"	958.00	258.85
C13	28°22'57"	1958.00	1004.10
C14	11°15'00"	92.00	18.06
C15	0°53'13"	1970.00	30.50
C16	90°41'48"	1400.00	2216.14
C17	41°58'17"	1200.00	879.05
C18	16°35'51"	800.00	231.75
C19	63°58'50"	800.00	893.57
C20	30°34'23"	800.00	426.88
C21	29°39'06"	1648.00	852.89
C22	43°10'22"	92.00	69.32
C23	5°46'40"	108.00	10.95
C24	49°13'34"	92.00	79.04
C25	37°06'56"	858.00	556.30
C26	38°51'11"	1242.00	842.22
C27	31°32'12"	2100.00	1155.88
C28	43°55'45"	800.00	613.37
C29	30°26'06"	1000.00	531.20
C30	43°00'50"	500.00	375.37

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C31	15°52'54"	1000.00	277.19
C32	48°02'15"	2360.00	1978.65
C33	57°06'56"	800.00	797.49
C34	45°20'14"	800.00	633.03
C35	9°39'16"	1940.00	326.89
C36	50°55'47"	283.99	252.44
C37	48°34'22"	300.00	254.33
C38	57°06'56"	1160.00	1156.36
C39	30°53'30"	2000.00	1078.32
C40	17°54'40"	2000.00	625.22
C41	34°57'31"	800.00	488.11
C42	3°39'17"	2000.00	127.57
C43	25°38'06"	800.00	357.93
C44	11°42'23"	1000.00	204.32
C45	85°59'13"	500.00	750.38
C46	5°34'20"	500.00	48.63
C47	36°06'56"	500.00	315.46
C48	24°55'11"	500.00	217.46
C49	49°01'12"	700.00	598.89
C50	26°21'50"	1400.00	644.19
C51	93°44'56"	1648.00	2696.50
C52	89°31'47"	830.00	1296.95
C53	9°44'54"	930.00	158.23
C54	21°35'57"	2030.00	765.26
C55	42°54'17"	770.00	576.60
C56	85°41'12"	930.00	1390.83
C57	3°15'56"	2070.00	117.98
C58	48°45'03"	2085.00	1774.05
C59	12°42'46"	1255.00	278.46
C60	11°15'00"	92.00	18.06

RADIAL TABLE	
RAD	BEARING
R1	N36°50'07"W
R2	N58°27'48"W
R3	N04°37'10"W
R4	S44°09'43"E
R5	N34°46'00"W
R6	N73°46'03"E
R7	S72°15'11"W
R8	N69°53'06"E
R9	S82°04'38"W
R10	S42°36'47"W
R11	N46°21'30"W
R12	S45°50'15"W
R13	N29°14'24"E
R14	N35°43'16"E
R15	N06°04'06"E
R16	N49°14'30"E

RADIAL TABLE	
RAD	BEARING
R17	S43°25'50"W
R18	N87°20'36"W
R19	S50°31'48"E
R20	N13°01'28"E
R21	N12°36'38"W
R22	N06°57'21"W
R23	N43°54'52"W
R24	N03°39'18"W
R25	N54°35'05"W
R26	N83°02'18"E
R27	N43°06'57"W
R28	N14°41'21"W
R29	N29°14'24"E
R30	N68°41'40"E
R31	N32°59'43"W
R32	N75°24'08"W
R33	N62°41'22"W

FUSCOE
ENGINEERING
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tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 2

DESCRIBED IN INST. NO. 2006_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-II.DWG (06-01-05)

EXHIBIT K-II

EXHIBIT K-III
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 3-A AND 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7A, G-7B AND G-7C:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005_____; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 49°51'20" WEST 167.01 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40°08'40" WEST 30.00 FEET;
THENCE SOUTH 28°53'40" WEST 183.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 758.00 FEET; THENCE SOUTHWESTERLY 564.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 592.00 FEET; THENCE SOUTHWESTERLY 346.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'58" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS
SOUTH 40°48'25" EAST; THENCE WESTERLY 67.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°05'24" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 01°16'59" EAST; THENCE WESTERLY 10.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°40'32" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°23'33" EAST; THENCE WESTERLY 77.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°11'23" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 1352.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°47'50" WEST; THENCE NORTHWESTERLY 324.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°45'59";
THENCE NORTH 32°26'11" WEST 126.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST; THENCE NORTHEASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET A RADIAL LINE TO SAID POINT BEARS
SOUTH 03°32'03" EAST; THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12";
THENCE NORTH 42°16'45" EAST 541.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°44'50" WEST; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTHEASTERLY 219.96 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'10" AND SOUTH 49°51'20" EAST 114.25 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 21.210 ACRES, MORE OR LESS.

PARCEL G-1B

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A NORTH 49°20'18" WEST 1126.27 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 14°06'05" WEST 268.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 628.86 FEET; THENCE SOUTHERLY 358.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'03" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 430.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 71°28'02" EAST; THENCE SOUTHERLY 370.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'02" TO A POINT ON THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGE 1 THROUGH 49 INCLUSIVE, OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, RECORDS OF SAID COUNTY, BEING SAID POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1850.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 69°30'57" EAST; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARKWAY THE FOLLOWING COURSES:

SOUTHEASTERLY 167.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°10'34,
SOUTH 15°18'29" EAST 44.40 FEET AND SOUTH 59°40'45" EAST 35.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1740.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 14°27'45" EAST; THENCE NORTHEASTERLY 299.98 FEET ALONG SAID CURVE AND NORTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9°52'40" TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3-A THE FOLLOWING COURSES:

CONTINUING NORTHEASTERLY 308.54 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°09'35" AND NORTH 55°30'00" EAST 363.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 13.821 ACRES, MORE OR LESS.

PARCEL G-2

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 1;
THENCE SOUTH 45°29'59" WEST 30.13 TO THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 51°23'40" WEST 184.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET; THENCE SOUTHWESTERLY 17.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'00";
THENCE SOUTH 40°08'40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 847.00 FEET; THENCE SOUTHWESTERLY 630.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'53";
THENCE SOUTH 82°46'33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 503.00 FEET; THENCE WESTERLY 260.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°43'09" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 36°56'36" WEST; THENCE SOUTHERLY 165.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°54'44";
THENCE SOUTH 49°51'20" EAST 1653.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 440.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE EASTERLY 909.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°31'40";
THENCE SOUTH 88°43'20" EAST 124.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 44°17'42" WEST; THENCE NORTHEASTERLY 2.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°35'01" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°42'41" EAST; THENCE NORTHEASTERLY AND NORTHERLY 72.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°14'09" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 947.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF PARCEL 2 OF SAID INSTRUMENT NO. 2005_____, CITED THEREIN AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, AND A CENTRAL ANGLE OF 38°31'40", A RADIAL LINE TO SAID POINT BEARS
NORTH 87°56'50" WEST; THENCE NORTHERLY 623.99 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37°45'10" TO A LINE THAT IS PARALLEL WITH AND 47.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 2;
THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

NORTH 39°48'20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1153.00 FEET; NORTHERLY 781.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'11";
NORTH 00°57'09" EAST 397.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID PARCEL 2, BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°15'13" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

NORTHWESTERLY 179.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°41'56",
AND NORTH 00°57'09" EAST 191.51 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
THENCE NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37";
THENCE NORTH 49°51'20" WEST 116.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 157.504 ACRES, MORE OR LESS.

PARCEL G-3

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3B;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 40°39'31" EAST 788.35 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49°47'37" EAST 218.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 458.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 268.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 360.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°15'05" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°18'44" EAST; THENCE SOUTHERLY 69.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'30" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 86°39'14" WEST; THENCE SOUTHERLY 173.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

92°04'57" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°25'43" WEST; THENCE SOUTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°34'23";
THENCE SOUTH 49°51'20" EAST 1660.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 411.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'09";
THENCE SOUTH 32°26'11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE EASTERLY 830.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°52'15";
THENCE SOUTH 40°39'31" WEST 908.25 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3B;
THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49°20'21" WEST 7045.40 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 1 (TRANSFER, BLDG 319)" PER DOCUMENT RECORDED _____ 2005, AS INSTRUMENT NO. 2005_____, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 8 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST 4504.11 FEET FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE; THENCE NORTH 40°39'39" EAST 55.87 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE NORTH 49°20'00" WEST 730.00 FEET;
THENCE NORTH 40°31'30" EAST 312.00 FEET;
THENCE SOUTH 49°20'00" EAST 730.00 FEET;
THENCE SOUTH 40°31'30" WEST 312.00 FEET TO THE **TRUE POINT OF BEGINNING.**

HOME 1, CONTAINING 5.229 ACRES, MORE OR LESS

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 2 (TRANSFER, BLDG 322)" PER DOCUMENT RECORDED _____ 2005, AS INSTRUMENT NO. 2005_____, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 8 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST 5743.79 FEET FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE; THENCE NORTH 40°39'39" EAST 575.10 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE NORTH 49°40'30" WEST 235.02 FEET;

THENCE NORTH 41°06'00" EAST 235.02 FEET;
THENCE SOUTH 49°40'30" EAST 235.02 FEET;
THENCE SOUTH 41°06'00" WEST 235.02 FEET TO THE **TRUE POINT OF BEGINNING**.

HOME 2, CONTAINING 1.241 ACRES, MORE OR LESS

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 5 (TRANSFER, BLDG 360)" PER DOCUMENT RECORDED _____ 2004, AS INSTRUMENT NO. 2004_____, O.R. OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THAT CERTAIN COURSE IN THE U.S. M.C.A.S. EL TORO BOUNDARY LINE AS SHOWN ON SHEET 8 OF SAID RECORD OF SURVEY 97-1038, HAVING A BEARING AND DISTANCE OF "N49°20'21"W 10570.18 FEET", SAID POINT LYING DISTANT THEREON NORTH 49°20'21" WEST 3750.65 FEET FROM THE SOUTHEASTERLY TERMINUS OF SAID COURSE; THENCE NORTH 40°39'39" EAST 54.73 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 49°14'50" WEST 730.01 FEET;
THENCE NORTH 40°26'50" WEST 312.00 FEET;
THENCE SOUTH 49°14'50" EAST 730.01 FEET;
THENCE SOUTH 40°26'50" EAST 312.00 FEET TO THE **TRUE POINT OF BEGINNING**.

HOME 5, CONTAINING 5.229 ACRES, MORE OR LESS

PARCEL G-3 CONTAINS 124.430 ACRES, (EXCLUDING HOME 1, 2, AND 5) MORE OR LESS.

PARCEL G-5

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF SAID INSTRUMENT NO. 2005_____; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINE OF SAID PARCEL 3B THE FOLLOWING COURSES:

NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, NORTHEASTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°48'43";
NORTH 66°05'28" EAST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; NORTHEASTERLY 541.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°55'35";
SOUTH 39°16'19" EAST 1519.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58°27'48" WEST; SOUTH 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°32'12";
SOUTH 00°57'09" WEST 276.56 FEET;
NORTH 89°02'51" WEST 141.47 FEET,
AND SOUTH 00°57'09" WEST 30.00 FEET TO THE NORTHERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-2;
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING COURSES:

NORTH 89°02'51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°52'08";
NORTH 28°10'43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'37" AND NORTH 49°51'20" WEST 116.99 FEET;
THENCE NORTH 45°29'59" EAST 30.13 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 105.00 ACRES, MORE OR LESS.

PARCEL G-6

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-B SOUTH 49°21'34" EAST 28.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND 28.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 3B AND THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID PARALLEL LINE SOUTH 40°39'31" WEST 2642.50 FEET;
THENCE LEAVING SAID PARALLEL LINE SOUTH 04°34'03" EAST 38.89 FEET;
THENCE SOUTH 49°47'37" EAST 161.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 428.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'32";
THENCE SOUTH 67°57'09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 50°11'40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'29";
THENCE SOUTH 32°26'11" EAST 142.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A, BEING THAT CERTAIN NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°52'43" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

EASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°20'40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 03°32'03" EAST, NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'12" AND NORTH 42°16'45" EAST 511.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1030.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°26'20" WEST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 3B CITED AS HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 1574.20 FEET, A CENTRAL ANGLE OF 90°11'43"; THENCE NORTHEASTERLY 1400.63 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 77°54'47" TO A POINT OF NON-TANGENCY ON THE

NORTHEASTERLY LINE OF SAID PARCEL 3B, A RADIAL LINE TO SAID POINT BEARS NORTH 49°38'53" WEST; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 49°14'49" WEST 1416.32 FEET,
SOUTH 41°14'17" WEST 275.57 FEET AND NORTH 49°21'34" WEST 789.63 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 166.160 ACRES, MORE OR LESS.

PARCEL G-7A

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-A;
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 FEET TO A LINE THAT IS PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE **TRUE POINT OF BEGINNING;**
THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET; NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO A POINT OF NON-TANGENCY ON THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON INSTRUMENT NO. 85-390260, RECORDED OCTOBER 10, 1985, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE TO SAID POINT BEARS NORTH 61°19'58" WEST; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

SOUTH 80°35'11" WEST 462.80 FEET BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1860.00 FEET; WESTERLY 597.92 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°25'06", AND SOUTH 51°48'29" WEST 41.31 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

SOUTH 04°46'49" WEST 227.24 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1352.00 FEET; SOUTHERLY 594.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°12'42" AND SOUTH 20°25'53" EAST 463.43 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 20.006 ACRES, MORE OR LESS.

PARCEL G-7B

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B NORTH 49°20'21" WEST 885.45 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°39'39" EAST 400.00 FEET;

THENCE NORTH 49°20'21" WEST 871.20 FEET;
THENCE SOUTH 40°39'39" WEST 400.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3-B;
THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 49°20'21" EAST 871.20 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 8.000 ACRES, MORE OR LESS.

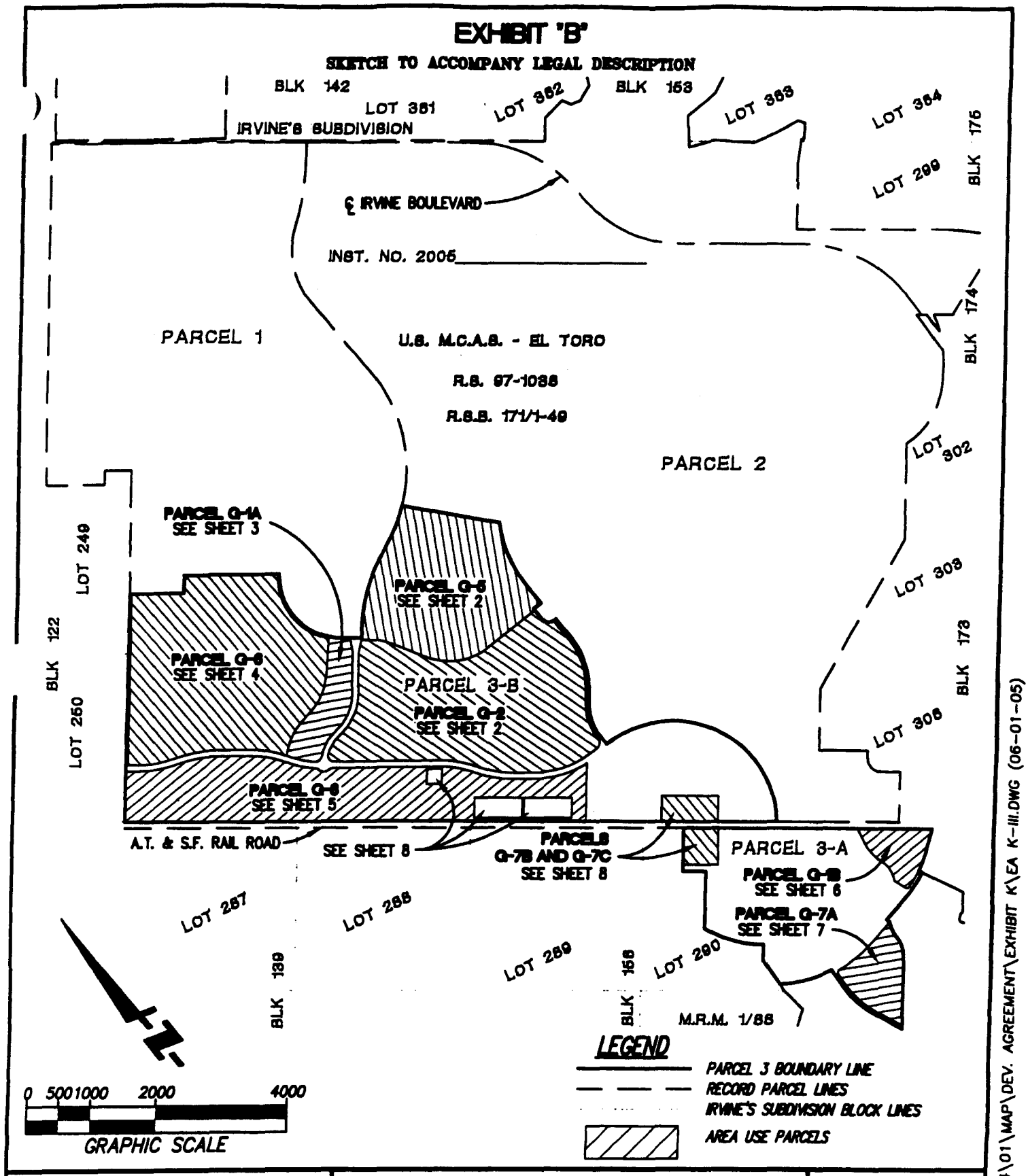
PARCEL G-7C

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3A;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-A SOUTH 49°20'21" EAST 539.43 FEET;
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 40°39'39" WEST 565.29 FEET TO THE NORTHEASTERLY LINE OF BARRANCA PARKWAY, 100.00 FEET IN WIDTH, AS SAID PARKWAY IS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE, RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 49°20'21" WEST 539.43 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 3A;
THENCE ALONG SAID NORTHWESTERLY LINE NORTH 40°39'38" EAST 565.29 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 7.000 ACRES MORE OR LESS.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7, G-8A, G-8B, HOME 1, HOME 2, AND HOME 5 AR SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ALL OF THE ABOVE PARCELS DESCRIBED AS G-1A, G-1B, G-2, G-3, G-5, G-6, G-7, G-8A AND G-8B, ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.



FUSCOE ENGINEERING
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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

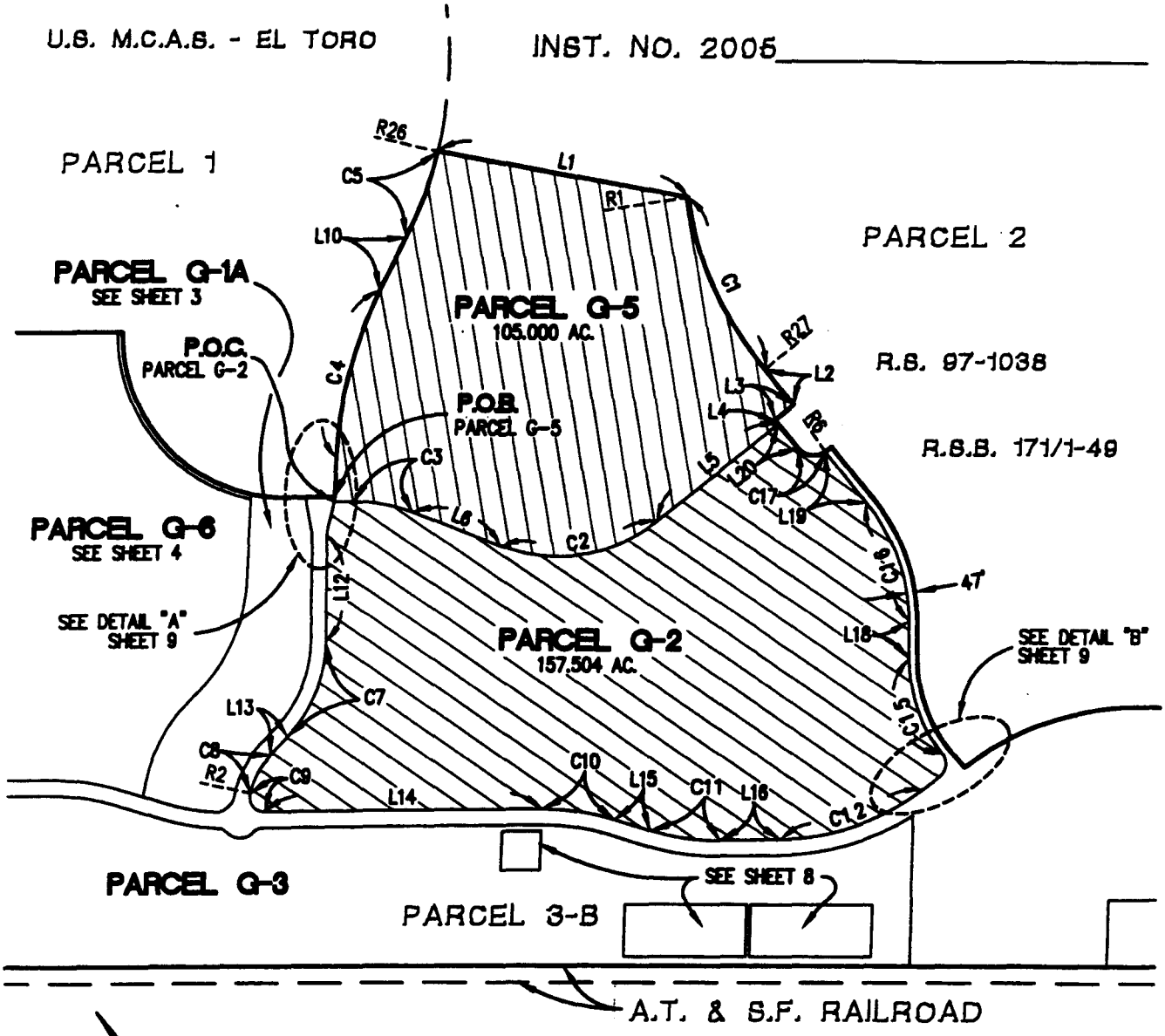
1 OF 11

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-III.DWG (06-01-05)

EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

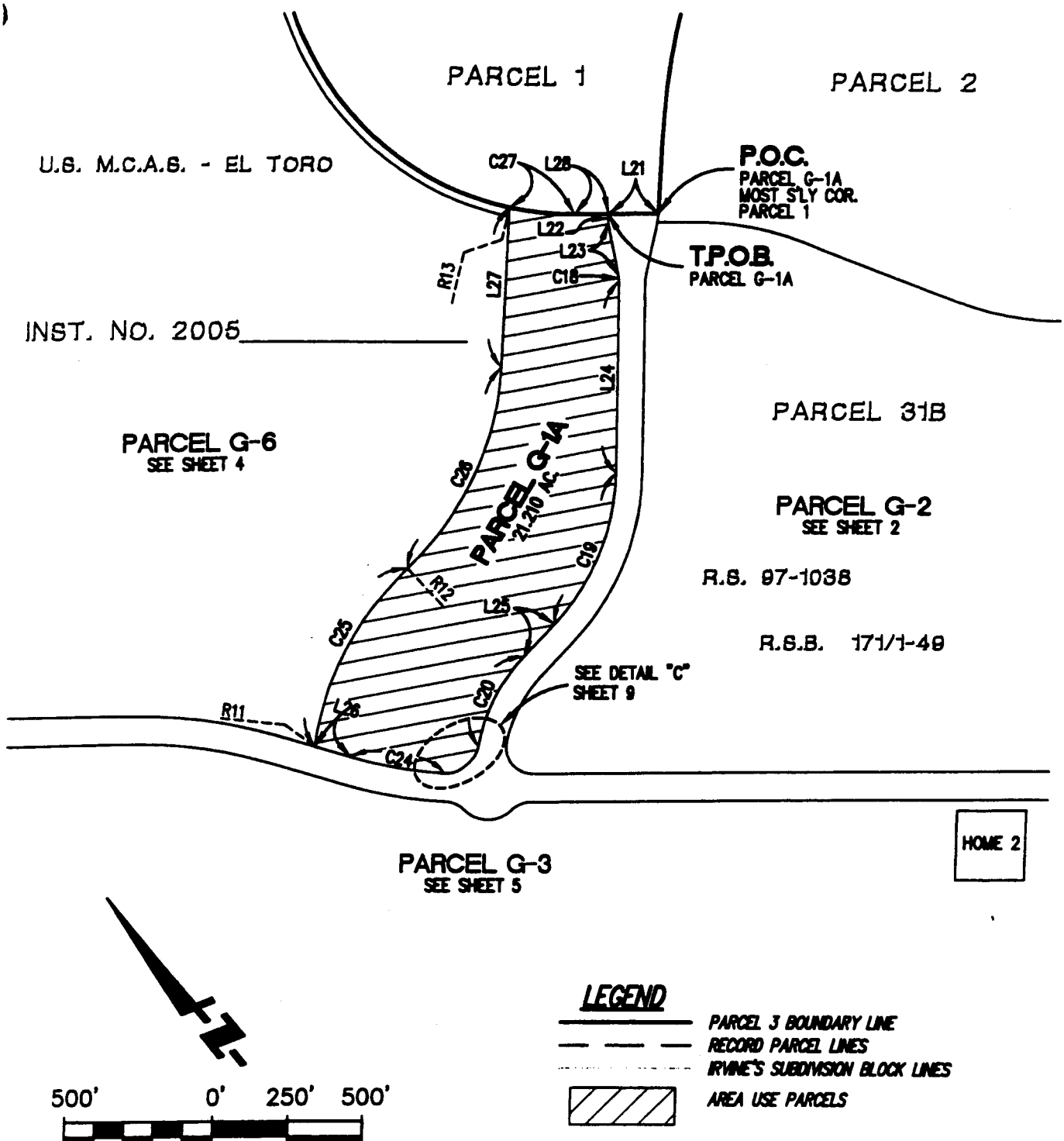
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DRAWN: RJL
CHECKED: RL
2 OF 11

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-III.DWG (06-01-05)

EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

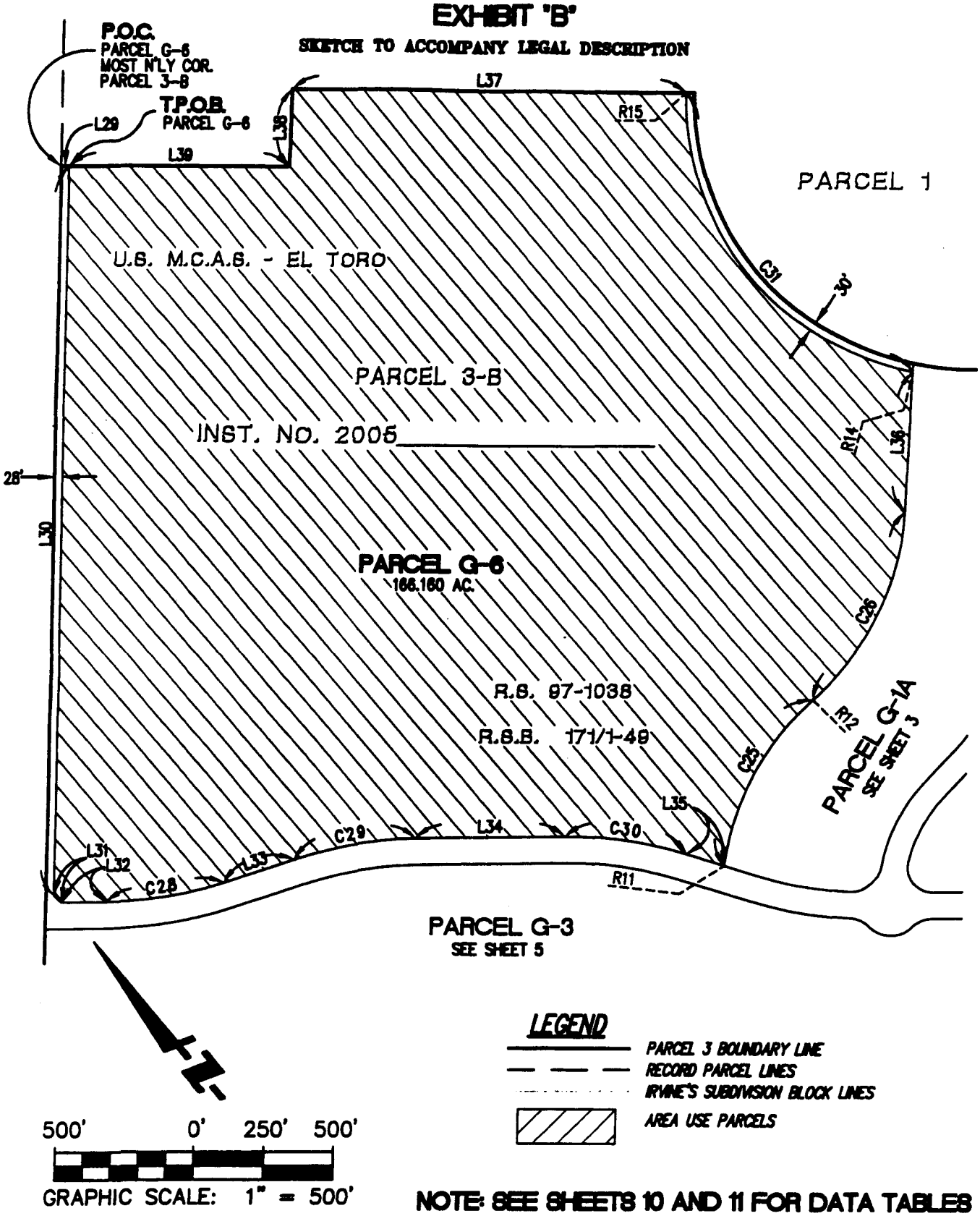
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EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

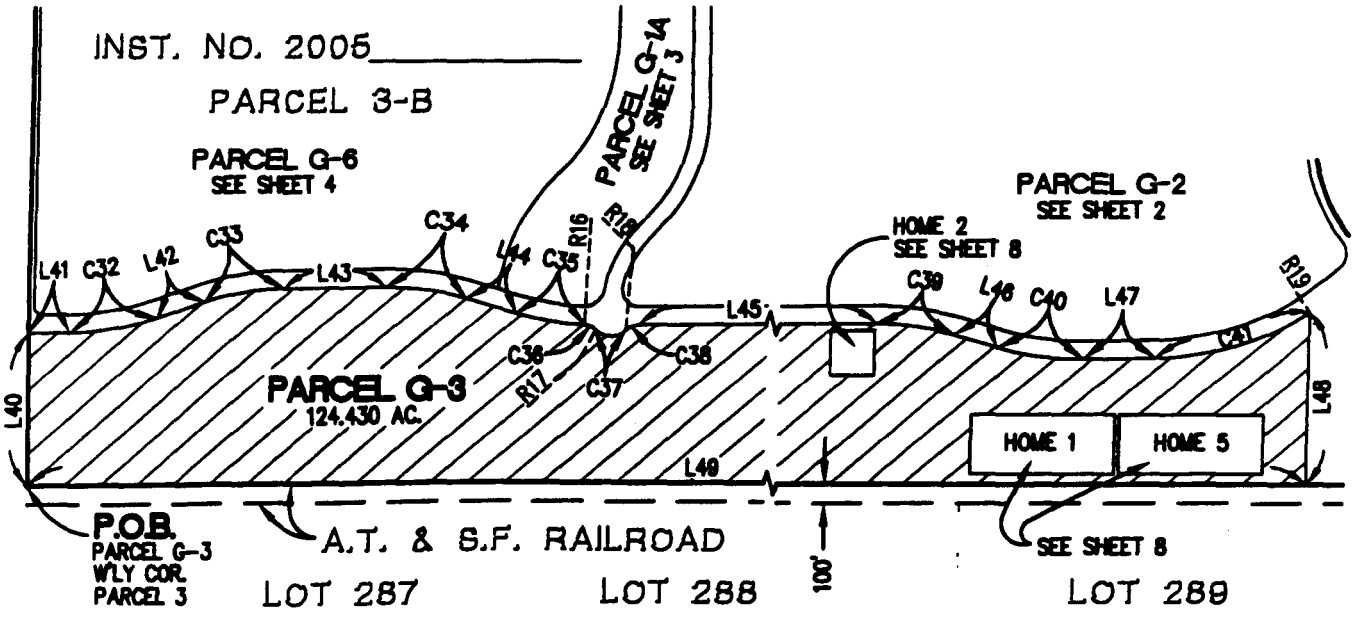
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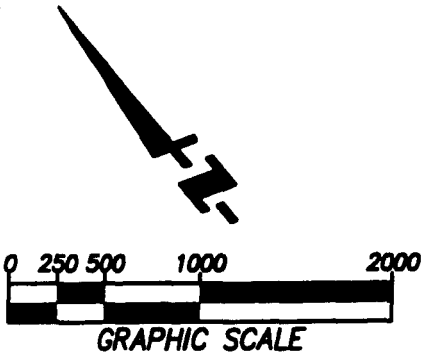
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EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

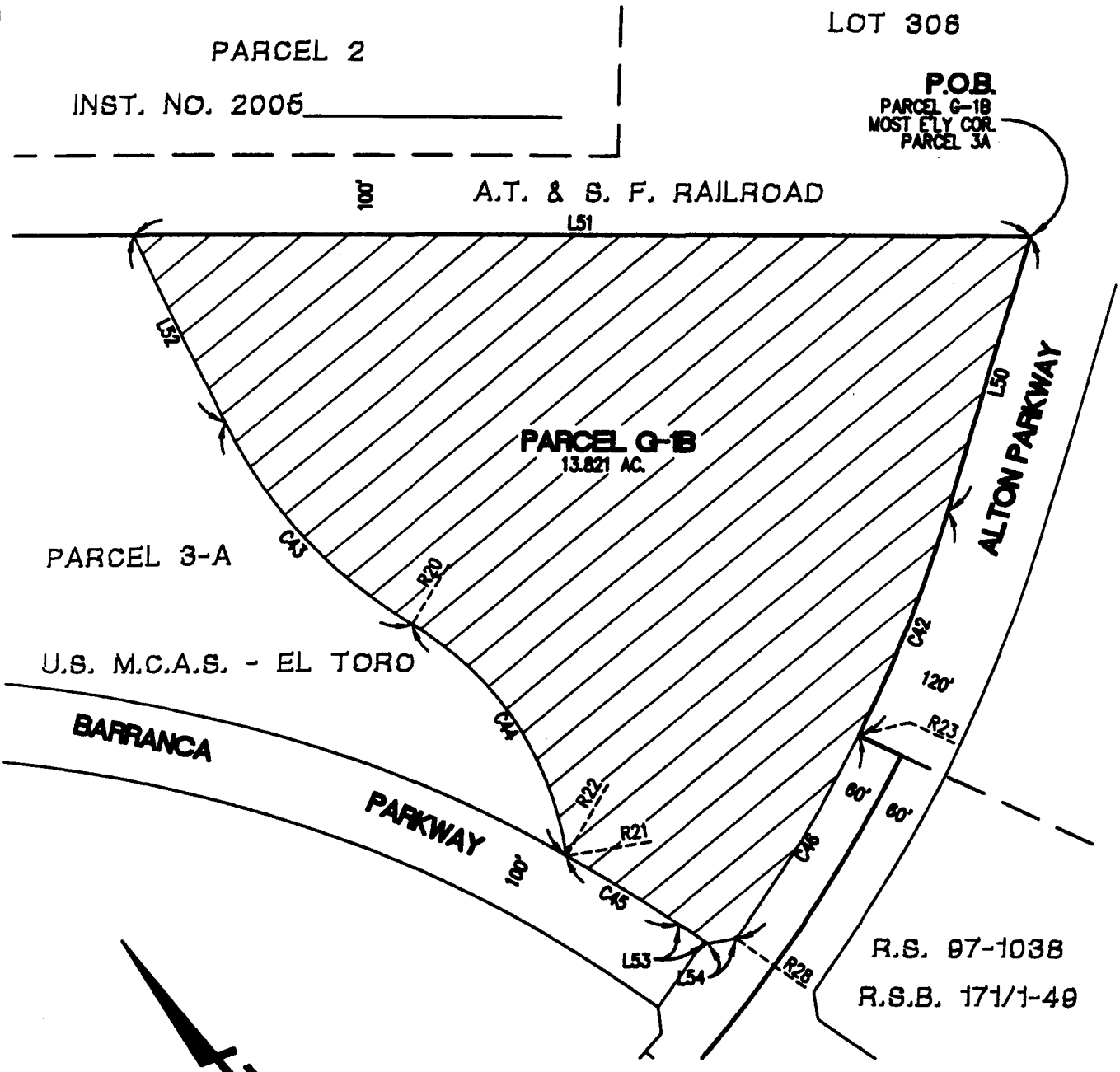
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EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

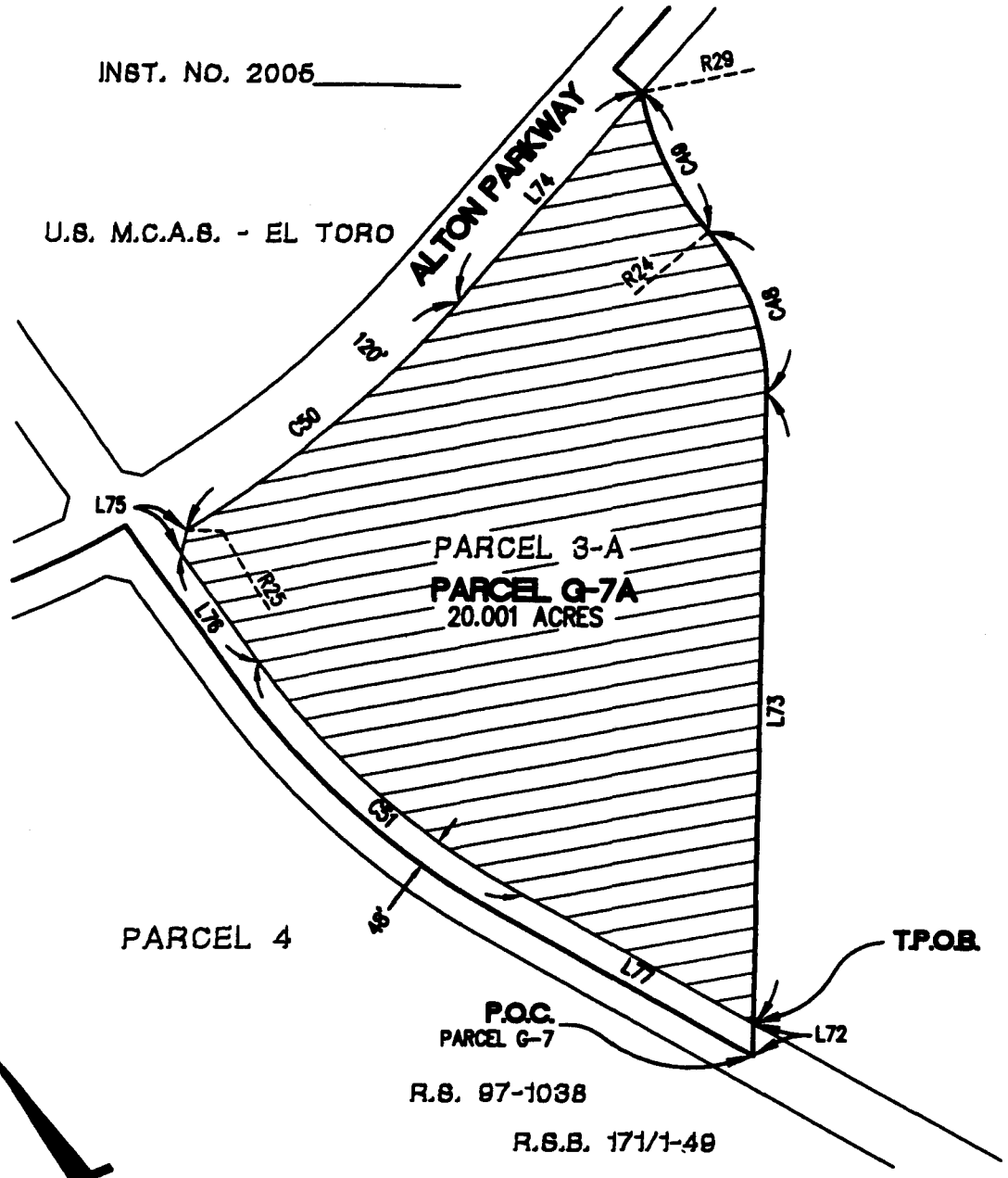
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EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



300' 0' 300'

GRAPHIC SCALE: 1" = 300'

LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2006_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

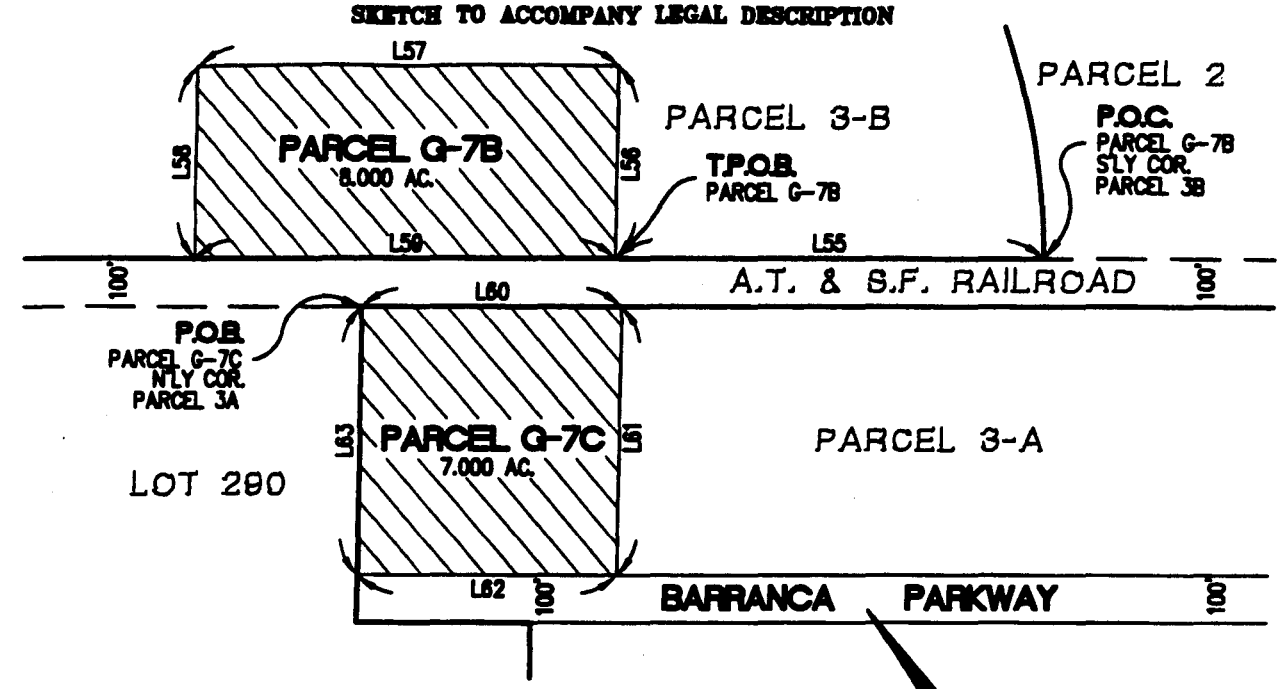
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DRAWN: RJL
CHECKED: RL

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EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

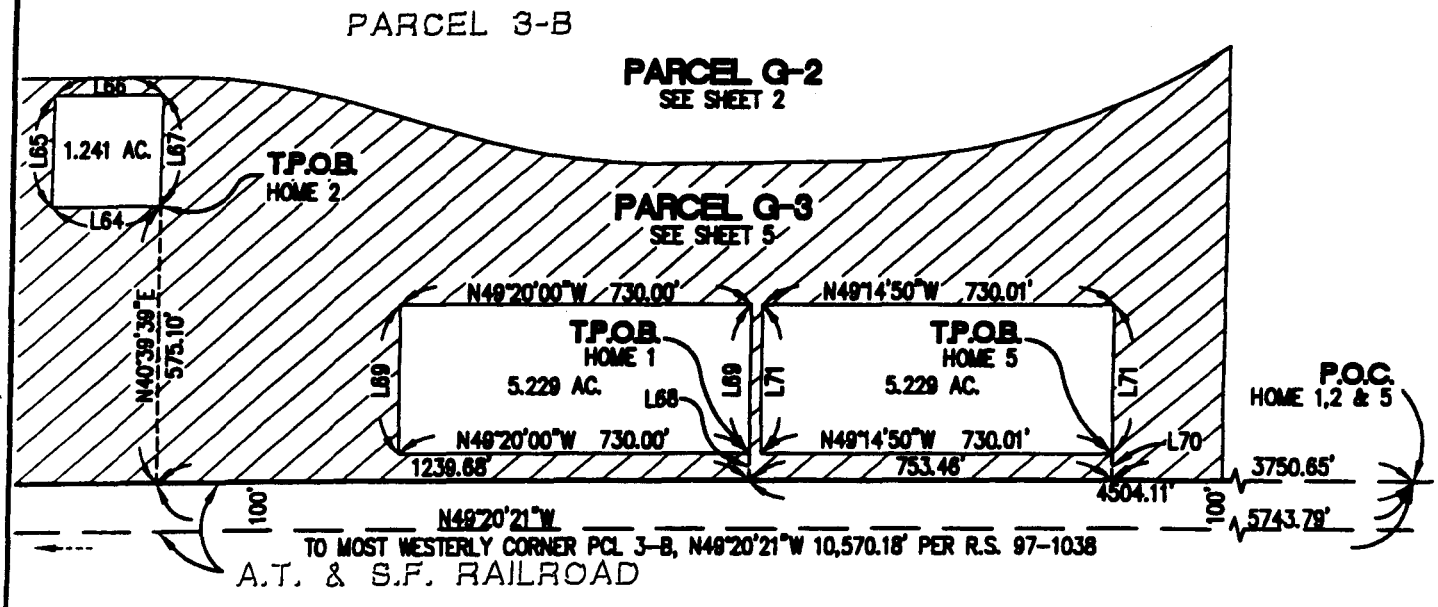


LEGEND

- PARCEL 3 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

400' 0' 200' 400'

GRAPHIC SCALE: 1" = 400'



NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=400'
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DRAWN: RJL
CHECKED: RL

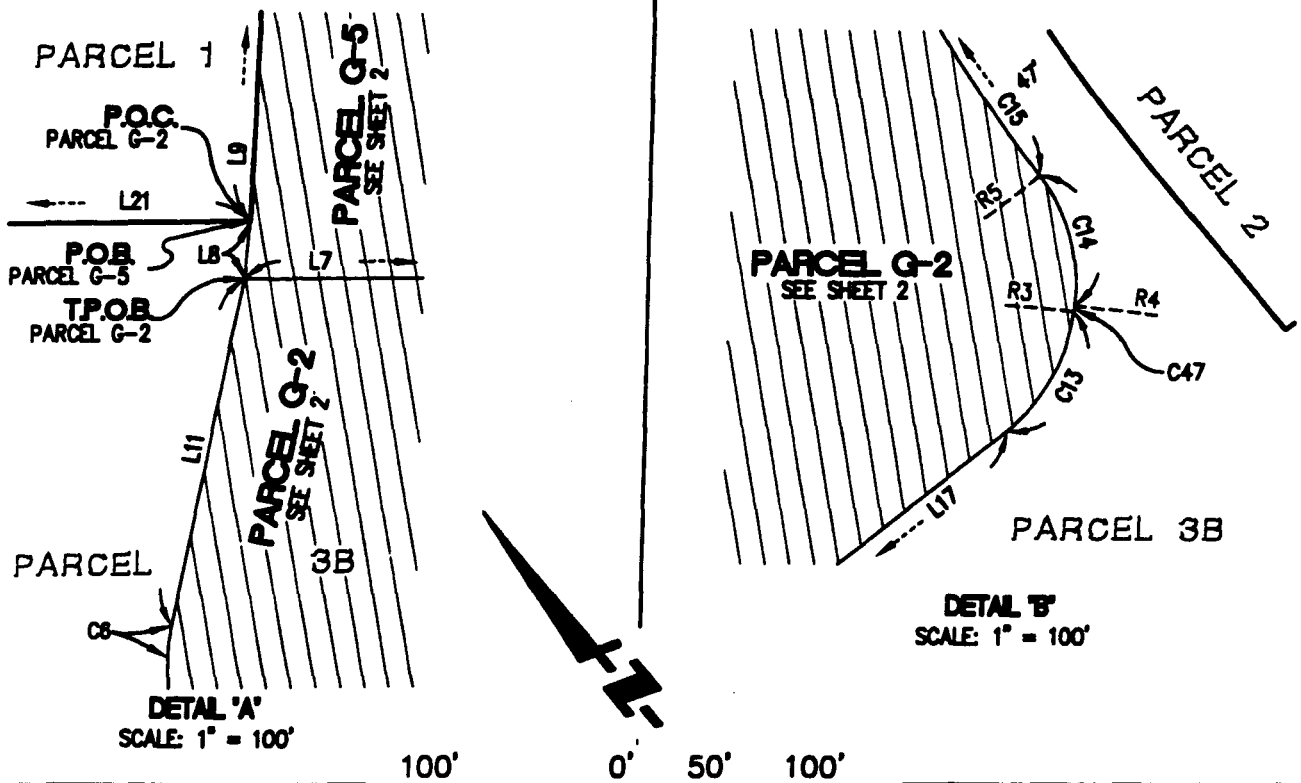
8 OF 11

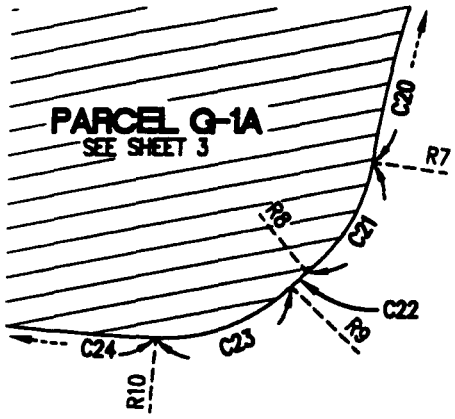
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EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





NOTE: SEE SHEETS 10 AND 11 FOR DATA TABLES

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LAND USE AREA EXHIBIT
OVER PORTIONS OF
PARCELS 3-A AND 3-B
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=100'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL
9 OF 11

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-III.DWG (06-01-05)

EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N39°16'19"W	1519.69
L2	N00°57'09"E	276.56
L3	N89°02'51"W	141.47
L4	N00°57'09"E	30.00
L5	N89°02'51"W	920.58
L6	N28°10'43"W	565.86
L7	N49°51'20"W	116.99
L8	N45°29'59"E	30.13
L9	N42°16'45"E	235.22
L10	N66°05'26"E	353.80
L11	N51°23'40"E	184.42
L12	N40°06'40"E	652.76
L13	N82°46'33"E	149.21
L14	N49°51'20"W	1653.58
L15	N32°26'11"W	229.96
L16	N50°11'40"W	362.63
L17	N88°43'20"W	124.99
L18	N39°46'20"E	226.79
L19	N00°57'09"E	397.00
L20	N00°57'09"E	191.51
L21	N49°51'20"W	167.01
L22	N40°06'40"E	30.00
L23	N28°53'40"E	183.43
L24	N40°06'40"E	652.76
L25	N82°46'33"E	149.21
L26	N32°26'11"W	126.07
L27	N42°16'45"E	541.86
L28	N49°51'20"W	114.25
L29	N49°21'34"W	28.00
L30	N40°39'31"E	2842.50
L31	N04°34'03"W	38.89
L32	N49°47'37"W	161.86
L33	N67°57'09"W	265.53
L34	N50°11'40"W	533.21
L35	N32°26'11"W	142.79
L36	N42°16'45"E	511.37
L37	N49°14'49"W	1416.32
L38	N41°14'17"E	275.57
L39	N49°21'34"W	789.63

LINE TABLE		
LINE	BEARING	LENGTH
L40	N40°39'31"E	788.35
L41	N49°47'37"W	218.22
L42	N67°57'09"W	265.53
L43	N50°11'40"W	533.21
L44	N32°26'11"W	268.86
L45	N49°51'20"W	1660.14
L46	N32°26'11"W	229.96
L47	N50°11'40"W	362.63
L48	N40°39'31"E	908.25
L49	N49°20'21"W	7045.40
L50	N55°30'00"E	383.30
L51	N49°20'18"W	1126.27
L52	N14°06'05"E	268.59
L53	N15°18'29"W	44.40
L54	N59°40'45"W	35.89
L55	N49°20'21"W	885.45
L56	N40°39'39"E	400.00
L57	N49°20'21"W	871.20
L58	N40°39'39"E	400.00
L59	N49°20'21"W	871.20
L60	N49°20'21"W	539.43
L61	N40°39'39"E	565.29
L62	N49°20'21"W	539.43
L63	N40°39'39"E	565.29
L64	N49°40'30"W	230.02
L65	N41°06'00"E	235.02
L66	N49°40'30"W	230.02
L67	N41°06'00"E	235.02
L68	N49°39'39"E	55.87
L69	N40°31'30"E	312.00
L70	N40°39'39"E	54.73
L71	N40°26'50"E	312.00
L72	N40°26'55"E	54.94
L73	N40°26'55"E	1076.02
L74	N80°35'11"E	462.80
L75	S51°48'29"W	41.31
L76	S04°46'49"W	227.24
L77	S20°25'53"E	463.43

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-III.DWG (06-01-05)

EXHIBIT K-III

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°32'12"	2100.00	1155.88
C2	60°52'06"	930.00	988.00
C3	21°40'37"	970.00	366.98
C4	23°48'45"	2500.00	1038.99
C5	12°55'35"	2400.00	541.46
C6	11°15'00"	87.00	17.08
C7	42°37'53"	847.00	630.22
C8	28°43'09"	503.00	260.90
C9	102°54'44"	92.00	165.25
C10	17°25'09"	1448.00	440.22
C11	17°45'29"	1352.00	419.03
C12	38°31'40"	1352.00	909.13
C13	45°34'22"	92.00	73.18
C14	45°14'09"	92.00	72.64
C15	37°45'10"	947.00	623.99
C16	38°51'11"	1153.00	781.87
C17	85°41'56"	120.00	179.49
C18	11°15'00"	92.00	18.06
C19	42°37'53"	758.00	564.00
C20	33°34'56"	592.00	346.99
C21	42°05'24"	92.00	67.58
C22	5°40'32"	108.00	10.70
C23	48°11'23"	92.00	77.38
C24	13°45'59"	1352.00	324.84
C25	39°20'40"	1000.00	686.69
C26	44°11'12"	1000.00	771.20

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C27	12°36'10"	1000.00	219.96
C28	18°09'32"	1352.00	428.49
C29	17°45'29"	1448.00	448.79
C30	17°45'29"	1448.00	448.79
C31	77°54'47"	1030.00	1400.63
C32	18°09'32"	1448.00	458.92
C33	17°45'29"	1352.00	419.03
C34	17°45'29"	1352.00	419.03
C35	14°15'05"	1448.00	360.17
C36	43°20'30"	92.00	69.59
C37	92°04'57"	108.00	173.57
C38	45°34'23"	92.00	73.18
C39	17°25'09"	1352.00	411.04
C40	17°45'29"	1448.00	448.79
C41	32°32'15"	1448.00	830.72
C42	10°09'35"	1740.00	308.54
C43	32°38'03"	628.86	358.18
C44	49°19'02"	430.29	370.37
C45	5°10'34"	1850.00	167.13
C46	9°52'40"	1740.00	299.98
C47	1°35'01"	108.00	2.99
C48	41°06'48"	417.00	299.22
C49	29°19'55"	518.00	265.18
C50	18°25'06"	1860.00	597.92
C51	25°12'42"	1352.00	594.91

RADIAL LINE TABLE	
RAD	BEARING
R1	N58°27'48"W
R2	N36°56'36"W
R3	N44°17'42"W
R4	S42°42'41"E
R5	N87°56'30"W
R6	S05°15'13"W
R7	S40°48'25"E
R8	N01°16'59"E
R9	S04°23'33"E
R10	S43°47'50"W
R11	N42°52'43"W
R12	S03°32'03"E
R13	S52°44'50"W
R14	S52°26'20"W

RADIAL LINE TABLE	
RAD	BEARING
R15	N49°38'53"W
R16	N43°18'44"E
R17	S86°39'14"W
R18	N05°25'43"W
R19	S06°56'05"W
R20	N71°26'02"E
R21	S59°12'56"E
R22	N69°30'57"E
R23	S24°20'25"E
R24	S89°20'07"W
R25	N09°00'17"E
R26	S36°50'07"E
R27	N90°00'00"W
R28	S14°27'45"E
R29	N61°19'58"E

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCELS 3-A AND 3-B

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: NONE
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-III.DWG (06-01-05)

EXHIBIT K-III

EXHIBIT K-IV
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 4, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER _____ RECORDED _____, AS INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL G-1A

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 3-A AS SAID PARCEL IS DESCRIBED IN SAID INSTRUMENT NO. 2005_____, OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 40°26'55" EAST 54.94 TO A LINE PARALLEL WITH AND 48.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL 3A CITED AS "SOUTH 20°25'53" EAST 490.17 FEET" AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 40°26'55" EAST 1076.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 417.00 FEET, NORTHEASTERLY 299.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'48" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 518.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°20'07" WEST, AND NORTHERLY 265.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'55" TO THE SOUTHERLY RIGHT OF WAY LINE OF ALTON PARKWAY, 120.00 FEET IN WIDTH, AS SHOWN ON RECORD OF SURVEY 97-1038, RECORD OF SURVEY BOOK 171, PAGES 1 THROUGH 49, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES:

NORTH 80°35'11" EAST 248.80 FEET,
NORTH 87°42'41" EAST 101.63 FEET,
NORTH 83°11'49" EAST 79.10 FEET,
AND SOUTH 57°47'32" EAST 60.66 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF MUIRLANDS BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID MUIRLANDS BOULEVARD THE FOLLOWING COURSES:

SOUTH 15°18'29" EAST 13.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1850.00 FEET, AND SOUTHEASTERLY 517.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°01'45" TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 522.76 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°59'02" EAST;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTHWESTERLY 235.58 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°49'11" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 784.23 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 20°09'52" WEST; THENCE SOUTHWESTERLY 402.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'30";

THENCE SOUTH 40°23'38" WEST 1309.14 FEET TO A POINT IN SAID PARALLEL LINE HEREINAFTER REFERRED TO AS **POINT "A"**; THENCE ALONG SAID PARALLEL LINE NORTH 20°25'53" WEST 500.44 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22.558 ACRES, MORE OR LESS.

PARCEL G-1B

COMMENCING AT THE HEREINBEFORE MENTIONED **POINT "A"**; THENCE SOUTH 40°23'38" WEST 109.95 FEET TO A LINE PARALLEL WITH AND 96.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF HEREINBEFORE DESCRIBED PARCEL G-1A AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 40°23'38" WEST 311.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 221.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°20'45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 246.52 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 74°57'07" EAST; THENCE SOUTHWESTERLY 263.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°20'13" TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°36'54" EAST; THENCE ALONG SAID SOUTHWESTERLY PARCEL LINE THE FOLLOWING COURSES:

NORTH 30°52'21" WEST 111.80 FEET,
NORTH 24°13'05" WEST 121.47 FEET,
NORTH 33°52'58" WEST 69.72 FEET AND NORTH 28°55'06" WEST 257.36 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 659.37 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 70°10'44" WEST; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY 495.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°05'07" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 700.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 27°05'27" EAST; THENCE NORTHEASTERLY 274.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°27'37" TO THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 3A CITED AS "NORTH 40°26'55" EAST 1130.96 FEET"; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 40°26'55" EAST 70.84 FEET TO A POINT IN SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 20°25'53" EAST 500.40 TO THE **TRUE POINT OF BEGINNING.**

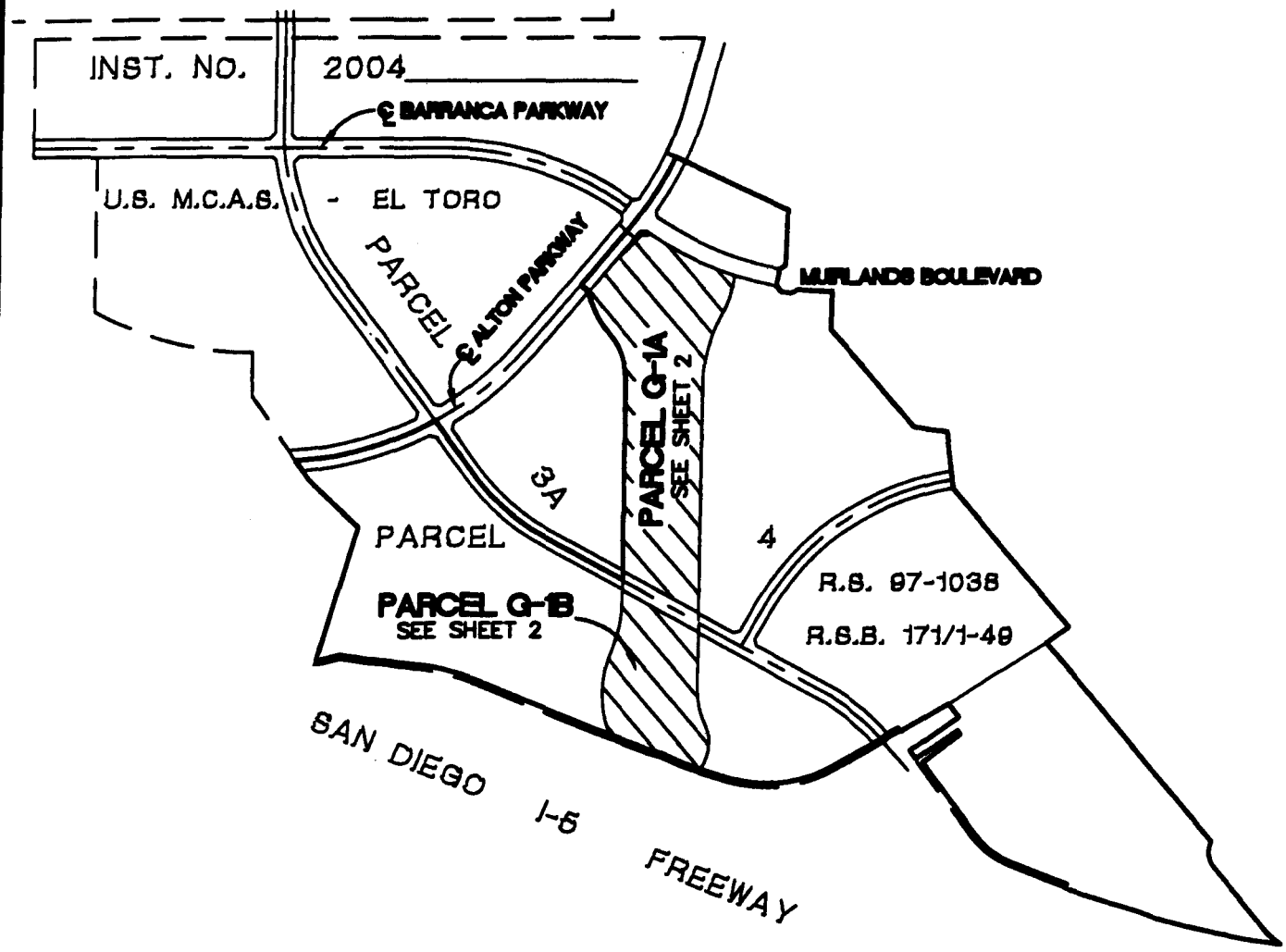
CONTAINING 9.613 ACRES, MORE OR LESS.

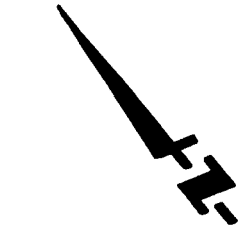
ALL OF THE ABOVE PARCELS G-1A AND G-1B ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

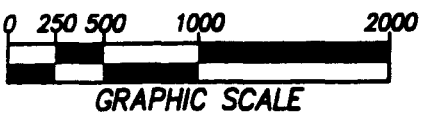
ALL OF THE ABOVE PARCELS, DESCRIBED AS G-1A AND G-1B ARE SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS- OF-WAY AND EASEMENTS OF RECORD, IF ANY.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION







LEGEND

- PARCEL 4 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 4
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

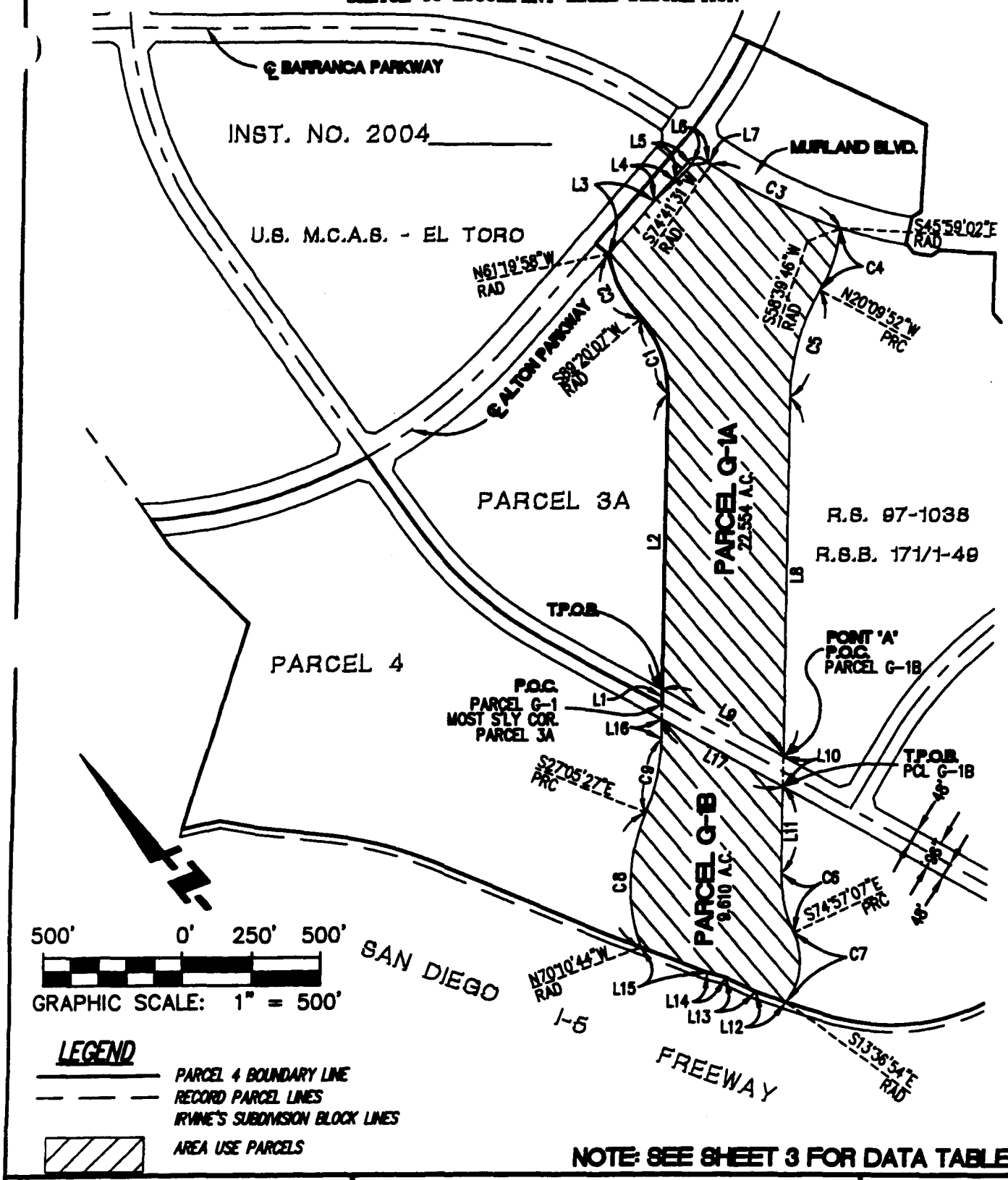
1 OF 3

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EXHIBIT K-IV

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- PARCEL 4 BOUNDARY LINE
- RECORD PARCEL LINES
- IRVINE'S SUBDIVISION BLOCK LINES
- AREA USE PARCELS

NOTE: SEE SHEET 3 FOR DATA TABLES

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LAND USE AREA EXHIBIT

OVER PORTIONS OF
PARCEL 4
DESCRIBED IN INST. NO. 2005_____, O.R.
CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

2 OF 3

P:\PROJECTS\544\01\MAP\DEV. AGREEMENT\EXHIBIT K\EA K-IV.DWG (06-01-05)

EXHIBIT K–IV

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°26'55"E	54.94
L2	N40°26'55"E	1076.02
L3	N80°35'11"E	248.70
L4	N87°42'41"E	101.63
L5	N83°11'49"E	79.10
L6	S57°47'32"E	60.66
L7	S15°16'29"E	13.50
L8	S40°23'38"W	1309.25
L9	S20°25'53"E	500.28
L10	S40°23'38"W	109.95
L11	S40°23'38"W	311.76
L12	N30°52'21"W	111.80
L13	N24°13'05"W	121.47
L14	N33°52'58"W	69.72
L15	S28°55'06"E	257.22
L16	S40°26'55"W	70.84
L17	S20°25'53"E	500.40

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	41°06'48"	417.00	299.22
C2	29°19'55"	518.00	265.18
C3	16°01'45"	1850.00	517.56
C4	25°49'10"	522.76	235.57
C5	29°26'30"	784.23	402.98
C6	25°20'45"	500.00	221.18
C7	61°20'13"	246.52	263.90
C8	43°05'07"	659.37	495.83
C9	22°27'37"	700.00	274.41

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LAND USE AREA EXHIBIT

OVER PORTIONS OF

PARCEL 4

DESCRIBED IN INST. NO. 2005_____, O.R.

CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA

DATE: 5/12/05
SCALE: 1"=2000'
JN: 544.01.01
DRAWN: RJL
CHECKED: RL

3 OF 3

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EXHIBIT K-IV

ATTACHMENT "3"

ASSESSMENT CHART

Attachment "3"
ASSESSMENT CHART
Heritage Fields

Location	DEVELOPABLE Acreage	Overlay Use	Acreage MULTIPLIER by Overlay Use	Index based on "Assessable Acreage"	Conveyance	CONVEYANCE Acreage	Total Developable and Conveyance Acreage	Coefficient of Multiplier Per Dollar Assessed Overall	SAMPLE Assessment basis $10,000,000 CFD deficiency
Parcel 1									
PAZ 1	168	Agriculture	**0.25 x**	42	Contains Portion of Marshburn Basin/Channel Site Conveyance	2		**0.0180 x**	$ 179,679
PAZ 3	-	Conveyance	-	-	Marshburn Basin/Channel Site Conveyance	30		-	-
PAZ 5	75	R & D	**1.00 x**	75	Contains Portion of Marshburn Basin/Channel Site Conveyance	3		**0.0321 x**	320,856
PAZ 6	80	Medium Density Residential	**2.00 x**	160	-	-		**0.0684 x**	684,492
PAZ 7	37	Education	**0.50 x**	19	Contains Portion of Marshburn Basin/Channel Site Conveyance	1		**0.0079 x**	79,144
PAZ 8	163	Education	**0.50 x**	82	-	-		**0.0349 x**	348,663
PAZ 9	-	Conveyance / Education	-	-	Police Substation	5		-	-
PAZ 10	72	Education	**0.50 x**	36	-	-		**0.0154 x**	154,011
PAZ 11	31	Retail	**1.50 x**	47	Contains Portion of Marshburn Basin/Channel Site Conveyance	1		**0.0199 x**	198,930
PAZ 14	-	Conveyance	-	-	Park	107		-	-
PAZ 20-1	-	Conveyance	-	-	Riparian Corridor	96		-	-
Roadways	-	Conveyance	-	-	Road Infrastructure	32		-	-
Subtotal	**626 acres**			**460**		**277 acres**	**903 acres**	**0.1966 x**	$ 1,965,775
Parcel 2									
PAZ 2	248	Low Density Residential	**2.00 x**	496	Contains Homeless Dedication	23		**0.2122 x**	2,121,925
PAZ 4	-	Conveyance	-	-	Open Space Agriculture County Dedication	101		-	-
PAZ 15-2	-	Conveyance	-	-	Open Space - Park	109		-	-
PAZ 16	-	Conveyance	-	-	Open Space - Park	58		-	-
PAZ 17a	236	Open Space - Exposition Center	**1.00 x**	236	Contains Homeless Dedication (2 Ac) and Irvine Unified School District (11 Ac)	13		**0.1010 x**	1,009,626
PAZ 17b	74	Open Space - Cemetery	**1.00 x**	74	-	-		**0.0317 x**	316,578
PAZ 18	366	Open Space - Golf Course and Low Density Residential	**2.00 x**	732	-	-		**0.3132 x**	3,131,551
PAZ 19	211	Open Space - Golf Course (existing)	-	-	-	-		-	-
PAZ 21	-	Conveyance	-	-	Drainage / Riparian Corridor	119		-	-
PAZ 22-2	-	Conveyance	-	-	Drainage / Wildlife Corridor	133		-	-
PAZ 26	14	Open Space - Agriculture	**0.50 x**	7	-	-		**0.0030 x**	29,947
Roadways	-	Conveyance	-	-	Road Infrastructure	46		-	-
Subtotal	**1,149 acres**			**1,545**		**602 acres**	**1,751 acres**	**0.6610 x**	$ 6,609,626

Attachment "3"
ASSESSMENT CHART
Heritage Fields

Location	DEVELOPABLE Acreage	Overlay Use	Acreage MULTIPLIER by Overlay Use	Index based on "Assessable Acreage"	Conveyance	CONVEYANCE Acreage	Total Developable and Conveyance Acreage	Coefficient of Multiplier Per Dollar Assessed Overall	SAMPLE Assessment basis $10,000,000 CFD deficiency
Parcel 3									
PAZ 12	-	Conveyance	-	-	Open Space - Sports Park	166		-	-
PAZ 13	-	Conveyance	-	-	Open Space - Exposition Center	158		-	-
PAZ 15-3	-	Conveyance	-	-	Open Space - Park	105		-	-
PAZ 20-3	-	Conveyance	-	-	Drainage / Riparian Corridor	21		-	-
PAZ 22-3	-	Conveyance	-	-	Drainage / Wildlife Corridor	14		-	-
PAZ 23	-	Conveyance	-	-	Institutional - County of Orange	136		-	-
PAZ 24	73	Transit Oriented Development	1.75 x	73	Contains Portion of Transit Site Conveyance	8		0.0312 x	312,299
PAZ 25	11	Transit Oriented Development	1.75 x	11	Contains Portion of Transit Site Conveyance	7		0.0047 x	47,059
PAZ 27	19	Transit Oriented Development	1.75 x	19	-	-		0.0081 x	81,283
PAZ 28	39	Transit Oriented Development	1.75 x	39	-	-		0.0167 x	166,845
PAZ 29	36	Transit Oriented Development	1.75 x	36	-	-		0.0154 x	154,011
PAZ 32	-	Conveyance	-	-	Transit Oriented Development - Transit Site	20		-	-
Roadways	-	Conveyance	-	-	Road Infrastructure	54		-	-
Subtotal	**178 acres**			**178**		**689 acres**	**867 acres**	**0.0761 x**	$ 761,497
Parcel 4									
PAZ 22-4	-	Conveyance	-	-	Drainage / Wildlife Corridor	32		-	-
PAZ 30	6	General Industrial - R & D	1.00 x	6	-	-		0.0026 x	25,668
PAZ 31	38	General Industrial - R & D	1.00 x	38	-	-		0.0163 x	162,567
PAZ 33	36	General Industrial - R & D	1.00 x	36	-	-		0.0154 x	154,011
PAZ 34	11	General Industrial - R & D	1.00 x	11	-	-		0.0047 x	47,059
PAZ 35	32	General Industrial - R & D	1.00 x	32	-	-		0.0137 x	136,898
PAZ 36	32	Auto Related Uses	1.50 x	32	-	-		0.0137 x	136,898
Roadways	-	Conveyance	-	-	Road Infrastructure	15		-	-
Subtotal	**155 acres**			**155**		**47 acres**	**202 acres**	**0.0924 x**	$ 663,102
TOTAL	**2,108 acres**			**2,338**		**1,615 acres**	**3,723 acres**	**1.0000 x**	$ 10,000,000

Note:

1. Acreages rounded to nearest whole acre. (Source: Psomas developable acres estimate)
2. Final Assessment Multiplier subject to change in the event of a Community Facilities District (CFD) deficiency.
3. This exhibit was prepared to address paragraph 1.3 ("Assessment Chart.") of the "Declaration of Covenants, Conditions and Restrictions and Grant of Easements for the Orange County Great Park" as described in the Great Park Development Agreement.
4. Multiplier applies only to assessable portions of overlay use areas. Non assessable areas may include "park, recreation and open space uses under the control of the City or the City's Transferee." Ibid.
5. The Multiplier serves to show the relative assessment weighting in the event of a CFD deficiency.
6. The Coefficient of the Multiplier shows the overall weighting that may be used if required.
7. The Sample Assessment shows the amount each developable parcel could be assessed assuming a $10,000,000 deficiency.

EXHIBIT "M"

ASSIGNMENT OF LEASES

RECORDED AT THE REQUESTED OF AND
WHEN RECORDED RETURN TO

CITY OF IRVINE
City Hall
One Civic Center Plaza
P. O. Box 19575
Irvine, CA 92623-9525
Attn: City Manager

---

p(Space Above Line for Recorder's Use)

THIS ASSIGNMENT OF LEASES (this "Assignment") is made as of _____, 2005, by Heritage Fields LLC, a Delaware limited liability company ("Assignor"), to and in favor of the CITY OF IRVINE, a charter municipal corporation ("Assignee").

W I T N E S S E T H

A. Assignor has purchased a portion of the former USMCAS El Toro, and wishes to develop that property in accordance with the "Overlay" land use designations established by the Great Park Plan approved by Assignee through the adoption of Resolution 03-60 on May 27, 2003, amending the Irvine General Plan.

B. In order to develop in accordance with the "Overlay Plan," Assignor is required to enter into a Development Agreement with Assignee, in the form approved by Assignee by the Assignee's adoption of Ordinance No. 05-10 on May 24, 2005 (the "Development Agreement"). The Development Agreement sets forth certain dedication and financial contribution obligations by Assignor in exchange for Assignor's right to develop with enhanced development rights. In particular, section 8.8 of such Development Agreement requires Assignor to enter into this Assignment with the City, rather than conveying property pursuant to a grant deed, for each parcel of land that Assignor is required under the Development Agreement to convey to Assignee, if Assignor received the parcel under a "Lease in Furtherance of Conveyance" ("LIFOC") from the United States Department of Navy ("Navy").

C. Assignor desires to execute and deliver to Assignee this Assignment for the purpose of conveying to Assignee portions of land within the former USMCAS El Toro that Assignor received from Navy by means of a LIFOC, assigning all right, title and interest of Assignor in any and all LIFOCs entered into between Assignor and Navy over property that Assignor is required to dedicate or otherwise convey to the City pursuant to the Development Agreement.

ARTICLE 1
DEFINITIONS

Section 1.1 Defined Terms and Rules of Construction. All capitalized terms used herein shall have the meaning of the same defined terms set forth in the Development Agreement. Article and Section captions used in this Assignment are for convenience only and shall not affect the construction of this Assignment. The words "Assignor", "Assignee", and "lessee", wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

No rules of construction against the drafter of this Assignment shall apply in any interpretation or enforcement of this Assignment, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

ARTICLE 2
TERMS AND CONDITIONS

Section 2.1 Assignment of Leases. Assignor hereby absolutely, unconditionally and irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to each and all of the LIFOCs set forth in Exhibit "A" and incorporated herein by this reference (the "Leases") with respect to those parcels more particularly described in Exhibit "B" attached hereto, except to the extent it may be limited by the terms contained in any LIFOC entered into between the United States of America and Company with respect to the Property.

Section 2.2 Enforcement of Assignment. Assignor does hereby empower Assignee, its agents or attorneys whether or not there has been any event of default or breach under the Development Agreement, to collect, sue for, settle, compromise and give acquaintances for all of the rents that may become due under any and all subleases under the Leases, and avail itself of and pursue all remedies for the enforcement of the Leases and any and all subleases, and Assignor's rights in and under the Leases and all any subleases as Assignor might have pursued but for this Assignment.

Section 2.3 Lease Warranties. Assignor warrants that:

(a) The Leases are in full force and effect, and that the copies thereof heretofore delivered to Assignee are true and correct copies;

(b) Assignor has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of any of the lessees under the Leases (collectively, the "Lessee"), or Assignor, as lessor, in the performance on the part of either Assignor or Lessees, of the terms, covenants, provisions or agreements in the Leases;

(c) No rent has been paid by any of the Lessees for more than one month in advance, and that the payment of none of the rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor directly or indirectly by assuming any Lessee's obligations with respect to other premises; and

(d) No security deposit has been made by Lessees under any of the Leases, except as reported to Assignee in writing.

Section 2.4 Transfer of Conveyance Deed Rights Upon Expiration of LIFOCs. Assignor absolutely, unconditionally and irrevocably covenants that, within ten calendar days following the date on which any of the Leases set forth in Exhibit "A" hereto expires or terminates, and/or Navy or an affiliate agency of the United States Government, executes and delivers to Assignor a Quitclaim deed conveying any portion of the Leased Premises, the Assignor shall execute and deliver to Assignee a Grant Deed for that property in substantially the same form as the Quitclaim deed delivered by the Navy. Assignee understands that the deed may include restrictions, covenants, land use controls or other encumbrances required by the Navy with respect to environmental remediation of the property.

Section 2.5 Termination Upon Conveyance. This assignment shall terminate upon conveyance by deed of any conveyed portion. All references to the leased premises shall be deemed to exclude such conveyed portions and this assignment shall continue in full force and effect with respect to the remainder of the Leased Premises.

ARTICLE 3
MISCELLANEOUS

Section 3.1 Extension and Renewals of Leases. This Assignment shall include any extensions and renewals of the Leases and any subleases or assignments of the Leases, and any reference herein to the Leases shall be construed as including any such extensions, renewals, subleases and assignments.

Section 3.2 No Third Parties Benefited. This Assignment is made for the purpose of defining and setting forth certain obligations, rights and duties of Assignor and Assignee, and is made for the protection of Assignee. There are no third party beneficiaries under this Assignment.

Section 3.3 Notices. All notices, demands, or other communications under this Assignment shall be in writing and shall be deemed to have been given and/or received: (i) upon delivery if personally delivered; (ii) three days after deposited in the United States Mail, postage pre-paid, by certified or registered mail; or (iii) on the next business day after deposit with a nationally recognized overnight delivery service marked for delivery the next business day, addressed to the party for whom it is intended at its address hereinafter set forth:

If to Assignee:

City of Irvine
City Hall
One Civic Center Plaza
Irvine, CA 92623-9525
Attn: City Manager

With a copy to:	Rutan & Tucker LLP 611 Anton Boulevard 14th Floor Costa Mesa, CA 92626 Attn: Joel D. Kuperberg
If to Assignor:	Lennar Homes of California, Inc. 25 Enterprise Aliso Viejo, CA 92656 Attn: Robert L. Santos, Division President
With a copy to:	Allen Matkins Leck Gamble & Mallory, LLP 1900 Main Street, 5th Floor Irvine, CA 92656 Attn: William R. Devine

Any party may designate a change of address by written notice to the others, given at least ten (10) days before such change of address is to become effective.

Section 3.4 Attorney's Fees and Expenses; Enforcement. Assignor shall pay immediately, without notice or demand, all costs and expenses in connection with the enforcement of Assignee's rights under this Assignment, including without limitation, reasonable attorneys' fees, whether or not any suit is filed in connection with such enforcement, such costs and expenses incurred by Assignee in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Assignor, which in any way affects the exercise by Assignee of its rights and remedies under this Assignment, together with interest thereon until paid a the rate of interest applicable to the principal balance of the Note as specified therein.

Section 3.5 Successors and Assign

s. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.

Section 3.6 Time. **TIME IS OF THE ESSENCE** of each and every term of this Assignment.

Section 3.7 Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California. Assignor and all persons obligated to Assignee under this Assignment consent to the jurisdiction of the Superior Court of the State of California for the County of Orange, or the United States District Court for the Central District of California, Santa Ana Division, and waive any right to change of venue or removal of the case to another jurisdiction.

Section 3.8 Entire Agreement. This Assignment and the Development Agreement embody the final, entire agreement among the Parties hereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior,

contemporaneous, or subsequent oral agreements or discussions of the Parties hereto. There are no unwritten oral agreements among the Parties hereto. The Assignment shall not be modified except by written instrument executed by all Parties.

Section 3.9 Counterparts. This Assignment, and any subsequent modifications, amendments, waivers, consents or supplements thereof, if any, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all such counterparts together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date written above.

Heritage Fields LLC, a Delaware limited liability company

By: Lennar-LNR Heritage Fields LLC, a Delaware limited liability company
Its: Administrative Member

By: Lennar Homes of California, Inc., a California corporation
Its: Managing Member

By:_____
Name:_____
Title:_____

CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing Assignment of Leases, from Heritage Fields

LLC, a Delaware limited liability company, to the City of Irvine ("City") is hereby accepted by the undersigned officer of the City, on behalf of the City, pursuant to authority conferred by Resolution No. 05-73 adopted by the City on June 28, 2005, and City consents to the recordation thereof by its undersigned duly authorized

CITY OF IRVINE

By: _____

Its: _____

ATTEST:

_____
City Clerk

EXHIBIT "A"

LIFOC

LEGAL DESCRIPTIONS

EXHIBIT "A"

EXHIBIT A

DESCRIPTION OF LIFOCS

1. Lease in Furtherance of Conveyance between The United States of America and Heritage Fields LLC, a Delaware limited liability company for MCAS El Toro Parcel 1 dated July 12, 2005, on file with the City of Irvine.

2. Lease in Furtherance of Conveyance between The United States of America and Heritage Fields LLC, a Delaware limited liability company for MCAS El Toro Parcel 2 dated July 12, 2005, on file with the City of Irvine.

3. Lease in Furtherance of Conveyance between The United States of America and Heritage Fields LLC, a Delaware limited liability company for MCAS El Toro Parcel 3 dated July 12, 2005, on file with the City of Irvine.

EXHIBIT "B"

ASSIGNMENT OF LIFOCS

EXHIBIT "B"

EXHIBIT "G-1-I"
(LEGAL DESCRIPTION)

THAT PORTION OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-1, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 500.00 FEET IN WIDTH, OF WHICH THE SOUTHEASTERLY LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171 PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING NORTH 49° 21' 16" WEST 17.14 FEET ALONG SAID FORMER CENTERLINE TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 59' 43" WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 00' 17" SOUTH 00° 00' 00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2768.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 05' 28" SOUTH 66° 05' 28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, SOUTHWESTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 43" AND SOUTH 42° 16' 45" WEST 235.22 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE SOUTHERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND NORTHERLY ON THE NORTHEASTERLY LINE OF SAID LOT 271.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL I-D (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279 AND 280 OF BLOCK 140 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING

WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 501.80 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL BEARING TO SAID BEGINNING OF CURVE BEARS NORTH 88°02'31" WEST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE 904.32 FEET THROUGH A CENTRAL ANGLE OF 51°48'49"; THENCE SOUTH 49°51'20" EAST 281.26 FEET; THENCE NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 101.88 FEET THROUGH A CENTRAL ANGLE OF 2°20'06"; THENCE NORTH 47°28'22" WEST 1082.83 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION NOT DESCRIBED In PARCEL G-1.

FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL I-F (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 279 AND 280 OF BLOCK 140 AND LOTS 277 AND 278 OF BLOCK 141 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°21'16" WEST, 2640.69 FEET" AS SHOWN ON SHEET 6 OF SAID RECORD OF SURVEY, SAID TERMINUS ALSO BEING THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF SAID IRVINE'S SUBDIVISION; THENCE NORTH 49°21'16" WEST 66.14 FEET ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 142; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40°12'23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3776.61 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 1107.25 FEET THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 32°59'43" WEST; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE 1193.90 FEET THROUGH A CENTRAL ANGLE OF 57°00'17"; THENCE SOUTH 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2400.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 1046.30 FEET THROUGH A CENTRAL ANGLE OF 24°58'43" TO THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS NORTH 65°01'17" WEST; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE 1180.94 FEET THROUGH A CENTRAL ANGLE OF 28°11'34"; A RADIAL LINE TO SAID POINT BEARS NORTH 36°49'43" WEST; THENCE NORTH 40°28'05" WEST 106.47 FEET; THENCE NORTH 53°19'17" WEST 2063.01 FEET; THENCE NORTH 40°39'31" EAST 999.02 FEET; THENCE NORTH 49°31'12" WEST 42.22 FEET; THENCE NORTH 40°28'48" EAST 188.64 FEET; THENCE SOUTH 49°20'29" EAST 54.77 FEET; THENCE SOUTH

40°39'31" WEST 44.97 FEET; THENCE SOUTH 49°11'37" EAST 139.65 FEET; THENCE SOUTH 40°24'16" WEST 139.51 FEET; THENCE SOUTH 50°43'11" EAST 372.79 FEET; THENCE SOUTH 59°21'36" EAST 1630.87 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1.

AND FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL I-C (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 271 OF BLOCK 141 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S.M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49° 21' 16" WEST 2640.69 FEET" AS SHOWN ON SHEET 6 OF SAID RECORD OF SURVEY, SAID TERMINUS ALSO BEING THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF SAID IRVINE'S SUBDIVISION; THENCE NORTH 49° 21' 16" WEST 66.14 FEET ALONG SAID LINE, THENCE LEAVING SAID LINE SOUTH 40° 12' 23" WEST 64.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 40° 12' 23" WEST 28.98 FEET; THENCE NORTH 63° 26' 06" WEST 106.53 FEET; THENCE NORTH 33° 41' 24" EAST 28.38 FEET; THENCE SOUTH 63° 26' 06" EAST 109.84 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1.

EXHIBIT "G-1-II"
(LEGAL DESCRIPTION)

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536290 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HEREINAFTER DESCRIBED IN PARCELS G-1A, G-1B, G-4A, G-4B, G-5A AND G-5B;

WITHIN PARCEL G-1A DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171 PAGES 1 THROUGH 49 INCLUSIVE, OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49° 21' 16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO THE BEGINNING OF A

REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 59′ 43″ WEST, SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 00′ 17″; SOUTH 00° 00′ 00" WEST 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHWESTERLY 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 09' 53" AND SOUTH 39° 16' 19" EAST 1519.69 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 27' 48" WEST; THENCE NORTHEASTERLY 2088.02 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56° ' 58′ 08″; THENCE NORTH 88° 30' 20" EAST 1062.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHEASTERLY 1117.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 40' 03" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 307.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 44° 09' 43" EAST; THENCE NORTHEASTERLY 246.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 03' 13"; THENCE NORTH 00° 12' 56" WEST 257.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 641.35 FEET; THENCE NORTHEASTERLY 620.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55° 26' 56" TO THE SOUTHWESTERLY LINE OF IRVINE BOULEVARD, 120.00 FEET WIDE, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 73° 46' 03" WEST; THENCE SOUTHEASTERLY 54.45 FEET ALONG SAID CURVE AND SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 1° 30' 52" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 72° 15' 11" WEST;

THENCE NORTH 49° 19' 24" WEST 17.66 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 69° 53' 06" WEST; THENCE SOUTHEASTERLY 381.56 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7° 48' 28" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 2060.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 62° 04' 38" WEST; THENCE SOUTHEASTERLY 698.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 25' 51" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS SOUTH 42° 38' 47" WEST;

THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 01° 54' 27" EAST 38.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 958.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 46° 21' 30" EAST; THENCE SOUTHWESTERLY 258.85 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 28' 53";

THENCE SOUTH 59° 07' 23" WEST 922.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1958.00 FEET; THENCE WESTERLY 1004.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 22' 57″; THENCE SOUTH 88° 30' 20" WEST 866.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 92.00 FEET; THENCE WESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00"; THENCE NORTH 80° 14' 40" WEST 193.41 FEET;

THENCE SOUTH 80° 47' 15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 80° 47' 15" EAST; THENCE SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 53' 13";

THENCE SOUTH 08° 19' 32" EAST 43.50 FEET;

THENCE SOUTH 88° 30' 20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 41' 48"; THENCE SOUTH 02° 11' 28" EAST 836.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY 879.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 58' 17" TO THE BEGINNING OF A

COMPOUND CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 45° 50' 15" WEST; THENCE SOUTHEASTERLY 231.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 35' 51" TO A POINT OF NON-TANGENCY, SAID POINT HEREINAFTER REFERRED TO AS POINT "A", A RADIAL LINE TO SAID POINT BEARS NORTH 29° 14' 24" EAST;

THENCE SOUTH 69° 08' 43" WEST 68.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 59' 50"; THENCE SOUTH 05° 08' 53" WEST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHWESTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 34' 23";
THENCE SOUTH 35° 43' 16" WEST 66.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 35° 43' 16" EAST SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET AND A CENTRAL ANGLE OF 128° 16' 17"; THENCE NORTHWESTERLY 852.89 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 29° 39' 08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY 69.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 10' 22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 49° 14' 30" EAST; THENCE NORTHWESTERLY 10.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 48' 40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43° 25' 50" WEST; THENCE NORTHERLY 79.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 13' 34" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 858.00 FEET, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, A CENTRAL ANGLE OF 38° 31' 40" ; THENCE NORTHEASTERLY 556.30 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37° 08' 56";
THENCE NORTH 39° 48' 20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1242.00 FEET; THENCE NORTHEASTERLY 842.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 51' 11";
THENCE NORTH 00° 57' 09" EAST 510.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00"; THENCE NORTH 12° 12' 09" EAST 183.43 FEET; THENCE NORTH 00° 57' 09" EAST 30.00 FEET; THENCE NORTH 89° 02' 51" WEST 96.09 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF SAID PARCEL 2, CITED AS SOUTH 00° 57' 09" WEST 276.56 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 00° 57' 09" EAST 276.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTHEASTERLY 1155.88 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 32' 12" TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-N (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 3946.32; THENCE SOUTH 68°59'53" EAST 342.12 FEET; THENCE SOUTH 0°57'09" WEST 105.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 89.47 FEET THROUGH A CENTRAL ANGLE 42°43'00"; THENCE SOUTH 22°33'33" WEST 432.82 FEET; THENCE SOUTH 17°00'09" EAST 565.15 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1200.00 FEET A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 64°10'20" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 292.75 FEET THROUGH A CENTRAL ANGLE OF 13°58'40"; THENCE SOUTH 39°48'20" WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38°31'40"; THENCE SOUTH 1°16'40" WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID BEGINNING OF SAID CURVE BEARS NORTH 1°09'46" EAST; THENCE EASTERLY ALONG SAID CURVE 201.16 FEET THROUGH A CENTRAL ANGLE OF 7°12'12"; THENCE NORTH 38°25'50" EAST 763.63 FEET; THENCE NORTH 17° 00' 09" WEST 548.01 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1-A.

FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-D (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOTS 273 AND 274 OF BLOCK 154 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°22'54" WEST 3556.41 FEET" AS SHOWN ON SHEET 10 OF SAID RECORD OF SURVEY; THENCE SOUTH 27°48'02" WEST 2229.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 51°39'47" EAST 804.91 FEET; THENCE SOUTH 49°47'05" EAST 388.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1860.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 68°53'19" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 809.38 FEET THROUGH A CENTRAL ANGLE OF 24°55'56"; THENCE SOUTH 46°02'37" EAST 508.11 FEET; THENCE SOUTH 64°12'47" WEST 748.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 700.00 FEET, A RADIAL LINE TO SAID BEGINNING OF SAID CURVE BEARS NORTH 62°07'33" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE 267.29 FEET THROUGH A CENTRAL ANGLE OF 21°52'40"; THENCE NORTH 49°45'07" WEST 639.12 FEET; THENCE SOUTH 83°39'35" WEST 20.27 FEET; THENCE NORTH 48°44'25" WEST 236.30 FEET; THENCE NORTH 33°07'51" WEST 388.10 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1-A.

AND FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-Q (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 277 OF BLOCK 141 AND LOTS 273, 274, 275 AND 276 OF BLOCK 154 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°22'54" WEST 3556.41 FEET" AS SHOWN ON SHEET 10 OF SAID RECORD OF SURVEY; THENCE SOUTH 24°31'01" WEST 2306.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 33°07'51" EAST 236.96 FEET; THENCE SOUTH 48°44'25" EAST 236.30 FEET; THENCE NORTH 83°39'35" EAST 20.27 FEET; THENCE SOUTH 49°45'07" EAST 639.12 TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 27.98 FEET THOUGH A CENTRAL ANGLE OF 2°17'25" FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 42°32'18" EAST; THENCE SOUTH 49°12'10 WEST 279.35 FEET; THENCE SOUTH 79°18'27" EAST 927.04 FEET; THENCE SOUTH 86°44'52" EAST 1242.24 FEET; THENCE SOUTH 9°47'54" EAST 102.65 FEET; THENCE NORTH 86°44'52" WEST 1271.92 FEET; THENCE NORTH 79°18'27" WEST 1013.11 FEET; THENCE SOUTH 49°12'10" WEST 294.82 FEET; THENCE NORTH 89°43'16" WEST 2661.43 FEET; THENCE NORTH 0°38'11" EAST 1918.79 FEET; THENCE NORTH 57°43'10" EAST 267.60 FEET; THENCE SOUTH 35°18'40" EAST 366.47 FEET; THENCE NORTH 64°39'14" EAST 261.01 FEET; THENCE SOUTH 32°16'50" EAST 67.80 FEET; THENCE SOUTH 57°43'10" WEST 232.50 FEET; THENCE SOUTH 32°16'50" EAST 1039.17 FEET; THENCE NORTH 62°29'27" EAST 459.83 FEET; THENCE NORTH 57°46'16" EAST 254.27 FEET; THENCE SOUTH 32°13'44" EAST 107.30 FEET; THENCE NORTH 57°46'16" EAST 301.89 FEET; THENCE SOUTH 32°13'44" EAST 179.46 FEET; THENCE NORTH 57°46'16" EAST 278.47 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1-A.

WITHIN PARCEL G-1B, DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT "A", SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 29° 14' 24" WEST; THENCE EASTERLY 613.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 55' 45" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 14° 41' 21" WEST; THENCE EASTERLY 531.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 26' 08"; THENCE SOUTH 74° 15' 13" EAST 447.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY 375.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 00' 50";
THENCE NORTH 62° 43' 57" EAST 289.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY 277.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 52' 54" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 2360.00 FEET, A RADIAL LINE TO LAST SAID BEGINNING BEARS NORTH 43° 08' 57" WEST; THENCE NORTHEASTERLY 1978.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 02' 15";

THENCE SOUTH 85° 06' 42" EAST 247.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 797.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 06' 58"; THENCE NORTH 37° 46' 20" EAST 533.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY 633.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 20' 15"; THENCE NORTH 83° 06' 35" EAST 66.73 FEET TO THE WESTERLY LINE OF IRVINE BOULEVARD, 130.00 FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1940.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83° 02' 18" EAST; THENCE SOUTHERLY 326.89 FEET ALONG SAID CURVE AND WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 9° 39' 16"; THENCE SOUTH 02° 41' 34" WEST 109.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 283.99 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54° 35' 05" EAST; THENCE LEAVING SAID WESTERLY LINE SOUTHWESTERLY 252.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 55' 47" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 03° 39' 18" WEST; THENCE SOUTHWESTERLY 254.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 34' 22"; THENCE SOUTH 37° 46' 20" WEST 360.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY 1156.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 06' 58"; THENCE NORTH 85° 06' 42" WEST 234.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 1078.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 53' 30" ;
THENCE SOUTH 63° 59' 48" WEST 246.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY 625.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 54' 40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43° 54' 52" EAST; THENCE SOUTHWESTERLY 488.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 57' 31" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 08° 57' 21" WEST; THENCE WESTERLY 127.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 39' 17" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 12° 36' 38" EAST; THENCE WESTERLY 357.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 38' 06" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 13° 01' 28" EAST; THENCE WESTERLY 204.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 42" 23"; THENCE NORTH 88° 40' 55" WEST 421.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 750.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 59' 13"; THENCE SOUTH 05° 19' 52" WEST 463.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 48.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 34' 20"; THENCE SOUTH 10° 54' 12" WEST 291.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 315.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 08' 58"; THENCE SOUTH 25° 14' 46" EAST 145.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY 217.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 55' 11"; THENCE SOUTH 00° 19' 35" EAST 254.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY 598.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 01' 12"; THENCE SOUTH 49° 20' 47" EAST 40.76 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS NORTH 40° 39' 13" EAST 951.44; THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE SOUTH 40° 39' 13" WEST

475.35 FEET; THENCE SOUTH 49° 20' 18" EAST 228.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1400.00 FEET; THENCE SOUTHEASTERLY 644.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 21' 50" ;
THENCE SOUTH 22° 58' 28" EAST 412.58 FEET TO A POINT ON THAT CERTAIN COURSE ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS NORTH 40° 39' 42" EAST 780.00; THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40° 39' 42" WEST 305.82 FEET;
NORTH 49° 20' 18" WEST 1220.06 FEET AND NORTH 49° 20' 21" WEST 568.15 FEET TO A POINT OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1648.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 50° 31' 48" EAST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 2 CITED AS HAVING A RADIUS OF 1600.00 FEET, AN ARC LENGTH OF 3582.01 FEET, AND A CENTRAL ANGLE OF 128° 16' 17" ; THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 2, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY 2696.50 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 93° 44' 56" TO A POINT ON THE EASTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL G-1A, BEING A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 35° 43' 16" EAST;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 35° 43' 16" EAST 66.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 426.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 34' 23"; NORTH 05° 08' 53" EAST 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY , HAVING A RADIUS OF 800.00 FEET, NORTHEASTERLY 893.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 59' 50" AND NORTH 69° 08' 43" EAST 68.90 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1B.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-O (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 275 OF BLOCK 154 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE "U.S. M.C.A.S. – EL TORO BOUNDARY LINE", SAID POINT BEING THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE THEREIN HAVING A BEARING AND DISTANCE OF "NORTH 40°38'23" EAST 1487.57 FEET" AS SHOWN ON SHEET 11 OF SAID RECORD OF SURVEY; THENCE NORTH 62°12'20" WEST 1607.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 63°23'03" WEST 252.23 FEET; THENCE NORTH 25°20'46" WEST 156.13 FEET; THENCE NORTH 63°23'03" EAST 252.23 FEET; THENCE SOUTH 25°20'46" EAST 156.13 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1B.

FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-M (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 302 OF BLOCK 174 AND LOT 275 OF BLOCK 154 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°38'23" EAST 1487.57 FEET" AS SHOWN ON SHEET 11 OF SAID RECORD OF SURVEY; THENCE NORTH 53°45'23" WEST 394.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 83°07'54" WEST 440.08 FEET; THENCE NORTH 71°55'14" WEST 280.34 FEET; THENCE NORTH 21°50'47" WEST 472.97 FEET; THENCE NORTH 4°17'09" WEST 107.05 FEET; THENCE NORTH 28°27'22" WEST 237.15 FEET; THENCE SOUTH 63°19'05" WEST 219.36 FEET; THENCE NORTH 27°41'29" WEST 199.05 FEET; THENCE SOUTH 62°36'12" WEST 431.38 FEET; THENCE NORTH 27°42'55" WEST 556.89 FEET; THENCE NORTH 82°32'18" EAST 327.27 FEET; THENCE SOUTH 27°58'02" EAST 95.96 FEET; THENCE NORTH 69°55'25" EAST 209.75 FEET; THENCE SOUTH 25°43'16" EAST 129.04 FEET; THENCE NORTH 65°01'08" EAST 218.44 FEET; THENCE SOUTH 29°17'05" EAST 139.02 FEET; THENCE NORTH 56°39'17" EAST 138.26 FEET; THENCE SOUTH 54°53'00" EAST 84.58 FEET; THENCE SOUTH 81°19'45" EAST 1666.59 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 FEET; THENCE EASTERLY ALONG SAID CURVE 92.58 FEET THROUGH A CENTRAL ANGLE OF 17°40'55"; THENCE SOUTH 43°34'33" WEST 1279.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1B.

AND FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-G (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 302 OF BLOCK 174 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE "U.S. M.C.A.S. – EL TORO BOUNDARY LINE", SAID POINT BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE THEREIN HAVING A BEARING AND DISTANCE OF "NORTH 02°41'27" EAST 176.68 FEET" AS SHOWN ON SHEET 11 OF SAID RECORD OF SURVEY; THENCE SOUTH 59°50'58" WEST 462.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 50°41'23" WEST 211.80 FEET; THENCE SOUTH 36°13'05" WEST 87.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE 327.00 FEET THROUGH A CENTRAL ANGLE OF 62° 27'10"; THENCE NORTH 81°19'45" WEST 73.75 FEET; THENCE NORTH 2°10'45" EAST 608.17 FEET; THENCE SOUTH 81°15'00" EAST 605.20 FEET; THENCE SOUTH 48°53'41" EAST 11.37 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 400.26 FEET THROUGH A CENTRAL

ANGLE OF 88°12'19"; THENCE SOUTH 39°18'37" W 133.40 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1B.

AND FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-H (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 302 OF BLOCK 174 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°38'23" EAST 1487.57 FEET" AS SHOWN ON SHEET 11 OF SAID RECORD OF SURVEY; THENCE NORTH 12°32'12" EAST 194.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 83°07'54" WEST 362.68 FEET; THENCE NORTH 43°34'33" EAST 1279.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 9°00'40" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE 234.42 FEET THROUGH A CENTRAL ANGLE OF 44°46'16"; THENCE NORTH 36°13'04" EAST 87.19 FEET; THENCE SOUTH 50°41'23" EAST 288.86 FEET; THENCE SOUTH 40°33'38" WEST 1217.22 FEET; THENCE SOUTH 75°27'38" WEST 207.13 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1B.

EXHIBIT "G-1-III"
(LEGAL DESCRIPTION)

THOSE PORTIONS OF PARCEL 3-A AND 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-1A, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF THE QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 49° 51' 20" WEST 167.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40° 08' 40" WEST 30.00 FEET;
THENCE SOUTH 28° 53' 40" WEST 183.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY 18.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00";
THENCE SOUTH 40° 08' 40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 758.00 FEET; THENCE SOUTHWESTERLY 564.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 37' 53";
THENCE SOUTH 82° 46' 33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 592.00 FEET; THENCE SOUTHWESTERLY, 346.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 34' 58" TO THE BEGINNING OF A

REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 40° 48' 25" EAST; THENCE WESTERLY 67.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 05' 24" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 01° 16' 59" EAST; THENCE WESTERLY 10.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 40' 32" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04° 23' 33" EAST; THENCE WESTERLY 77.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 11' 23" TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 1352.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43° 47' 50" WEST; THENCE NORTHWESTERLY 324.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 45' 59";
THENCE NORTH 32° 26' 11" WEST 126.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42° 52' 43" WEST; THENCE NORTHEASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39° 20' 40" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 1000.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 03° 32' 03" EAST; THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 11' 12";
THENCE NORTH 42° 16' 45" EAST 541.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3B, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52° 44' 50" WEST; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTHEASTERLY 219.96 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 36' 10" AND SOUTH 49° 51' 20" EAST 114.25 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL III-B (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279, 280, 285 AND 286 OF BLOCK 140 AND LOTS 281 AND 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 501.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 88°02'31" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 904.32 FEET THROUGH A CENTRAL ANGLE OF 51°48'49"; THENCE SOUTH 49°51'20" EAST 281.26 FEET; THENCE NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 101.88 FEET THROUGH A CENTRAL ANGLE OF 2°20'06"; THENCE SOUTH 47°28'22" EAST 2361.69 FEET; THENCE SOUTH 68°59'53" EAST 342.12 FEET; THENCE SOUTH 0°57'09" WEST 105.32 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE 89.47 FEET

THROUGH A CENTRAL ANGLE 42°43'00"; THENCE SOUTH 22°33'33" WEST 432.82 FEET; THENCE SOUTH 17°00'09" EAST 565.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1200.00 FEET A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 64°10'20" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 292.75 FEET THROUGH A CENTRAL CURVE OF 13°58'40"; THENCE SOUTH 39°48'20" WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38°31'40"; THENCE SOUTH 1°16'40" WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID BEGINNING OF SAID CURVE BEARS NORTH 1°09'46" EAST; THENCE EASTERLY ALONG SAID CURVE 201.16 FEET THROUGH A CENTRAL ANGLE OF 7°12'12"; THENCE SOUTH 38°25'50" WEST 251.55 FEET; THENCE SOUTH 8°02'01" WEST 336.30 FEET; THENCE SOUTH 39°18'52" WEST 783.87 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE NORTH 49°20'21" WEST 7709.08 FEET ALONG SAID PROPERTY TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-1A.

EXHIBIT "G-2"
(LEGAL DESCRIPTION)

THAT PORTION OF PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-2, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF THE QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS; THENCE SOUTH 45° 29' 59" WEST 30.13 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 51° 23' 40" WEST 184.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET; THENCE SOUTHWESTERLY 17.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 00";
THENCE SOUTH 40° 08' 40" WEST 652.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 847.00 FEET, THENCE SOUTHWESTERLY 630.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 37' 53";
THENCE SOUTH 82° 46' 33" WEST 149.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 503.00 FEET; THENCE WESTERLY 260.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 43' 09" TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 36° 56' 36" WEST; THENCE SOUTHERLY 165.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102° 54' 44";
THENCE SOUTH 49° 51' 20" EAST 1653.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 440.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 25' 09";

THENCE SOUTH 32° 26' 11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 50° 11' 40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1352.00 FEET; THENCE EASTERLY 909.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 31' 40"; THENCE SOUTH 88° 43' 20" EAST 124.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS

OF 92.00 FEET; THENCE NORTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 34' 22" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 44° 17' 42" WEST; THENCE NORTHEASTERLY 2.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 35' 01" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 42° 42' 41" EAST; THENCE NORTHEASTERLY AND NORTHERLY 72.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 14' 09" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 947.00 FEET; SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF PARCEL 2 OF THE QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536290 OF OFFICIAL RECORDS, CITED THEREIN AS HAVING A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 605.19 FEET, AND A CENTRAL ANGLE OF 38° 31' 40", A RADIAL LINE TO SAID POINT BEARS NORTH 87° 56' 50" WEST; THENCE NORTHERLY 623.99 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 37° 45' 10" TO A LINE THAT IS PARALLEL WITH AND 47.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 2;
THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:
NORTH 39° 48' 20" EAST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1153.00 FEET; NORTHERLY 781.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 51' 11"; NORTH 00° 57' 09" EAST 397.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID PARCEL 2, BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05° 15' 13" WEST; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

NORTHWESTERLY 179.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85° 41' 56"; AND NORTH 00° 57' 09" EAST 191.51 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 89° 02' 51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 52' 08"; THENCE NORTH 28° 10' 43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET; THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 40' 37"; THENCE NORTH 49° 51' 20" WEST 116.99 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL III-B (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279, 280, 285 AND 286 OF BLOCK 140 AND LOTS 281 AND 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 501.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID BEGINNING OF

CURVE BEARS NORTH 88°02'31" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 904.32 FEET THROUGH A CENTRAL ANGLE OF 51°48'49"; THENCE SOUTH 49°51'20" EAST 281.26 FEET; THENCE NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 101.88 FEET THROUGH A CENTRAL ANGLE OF 2°20'06"; THENCE SOUTH 47°28'22" EAST 2361.69 FEET; THENCE SOUTH 68°59'53" EAST 342.12 FEET; THENCE SOUTH 0°57'09" WEST 105.32 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE 89.47 FEET THROUGH A CENTRAL ANGLE 42°43'00"; THENCE SOUTH 22°33'33" WEST 432.82 FEET; THENCE SOUTH 17°00'09" EAST 565.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1200.00 FEET A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 64°10'20" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 292.75 FEET THROUGH A CENTRAL CURVE OF 13°58'40"; THENCE SOUTH 39°48'20" WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38°31'40"; THENCE SOUTH 1°16'40" WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID BEGINNING OF SAID CURVE BEARS NORTH 1°09'46" EAST; THENCE EASTERLY ALONG SAID CURVE 201.16 FEET THROUGH A CENTRAL ANGLE OF 7°12'12"; THENCE SOUTH 38°25'50" WEST 251.55 FEET; THENCE SOUTH 8°02'01" WEST 336.30 FEET; THENCE SOUTH 39°18'52" WEST 783.87 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE NORTH 49°20'21" WEST 7709.08 FEET ALONG SAID PROPERTY TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-2.

EXHIBIT "G-3"
(LEGAL DESCRIPTION)

THAT PORTION OF PARCEL 3A-1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-3, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3B; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 40° 39' 31" EAST 788.35 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49° 47' 37" EAST 218.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 458.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 09' 32"; THENCE SOUTH 67° 57' 09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";

THENCE SOUTH 50° 11' 40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 419.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29"; THENCE SOUTH 32° 26' 11" EAST 268.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 360.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 15' 05" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43° 18' 44" EAST; THENCE SOUTHERLY 69.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 20' 30" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 108.00 FEET, A

RADIAL LINE TO SAID POINT BEARS SOUTH 86° 39' 14" WEST; THENCE SOUTHERLY 173.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92° 04' 57" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05° 25' 43" WEST; THENCE SOUTHEASTERLY 73.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 34' 23";
THENCE SOUTH 49° 51' 20" EAST 1660.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1352.00 FEET; THENCE SOUTHEASTERLY 411.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 25' 09";
THENCE SOUTH 32° 26' 11" EAST 229.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; HAVING A RADIUS OF 1448.00 FEET; THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 50° 11' 40" EAST 362.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1448.00 FEET; THENCE EASTERLY 830.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 52' 15"; THENCE SOUTH 40° 39' 31" WEST 908.25 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 3B;
THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49° 20' 21" WEST 7045.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL ENTITLED "HOME 1 AND HOME 5 PER DOCUMENT RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536293 OF OFFICIAL RECORDS OF SAID COUNTY.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL III-B (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279, 280, 285 AND 286 OF BLOCK 140 AND LOTS 281 AND 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 501.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 88°02'31" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 904.32 FEET THROUGH A CENTRAL ANGLE OF 51°48'49"; THENCE SOUTH 49°51'20" EAST 281.26 FEET; THENCE NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 101.88 FEET THROUGH A CENTRAL ANGLE OF 2°20'06"; THENCE SOUTH 47°28'22" EAST 2361.69 FEET; THENCE SOUTH 68°59'53" EAST 342.12 FEET; THENCE SOUTH 0°57'09" WEST 105.32 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE 89.47 FEET THROUGH A CENTRAL ANGLE 42°43'00"; THENCE SOUTH 22°33'33" WEST 432.82 FEET; THENCE SOUTH 17°00'09" EAST 565.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1200.00 FEET A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 64°10'20" EAST; THENCE SOUTHWESTERLY ALONG SAID

CURVE 292.75 FEET THROUGH A CENTRAL CURVE OF 13°58'40"; THENCE SOUTH 39°48'20" WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38°31'40"; THENCE SOUTH 1°16'40" WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID BEGINNING OF SAID CURVE BEARS NORTH 1°09'46" EAST; THENCE EASTERLY ALONG SAID CURVE 201.16 FEET THROUGH A CENTRAL ANGLE OF 7°12'12"; THENCE SOUTH 38°25'50" WEST 251.55 FEET; THENCE SOUTH 8°02'01" WEST 336.30 FEET; THENCE SOUTH 39°18'52" WEST 783.87 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE NORTH 49°20'21" WEST 7709.08 FEET ALONG SAID PROPERTY TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-3.

EXHIBIT "G-4"
(LEGAL DESCRIPTION)

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536290 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-4A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF IRVINE BOULEVARD, SHOWN AS NORTH 02° 41' 27" EAST 332.04' ON SAID RECORD OF SURVEY 97-1038, THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES:

NORTH 02° 41' 27" EAST 332.04 FEET,
SOUTH 49° 15' 52" EAST 8.88 FEET;
NORTH 02° 41' 34" EAST 444.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2070.00 FEET, NORTHERLY 117.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 15' 56" TO A POINT OF NON-TANGENCY, A RADIAL LINE TO SAID POINT BEARS NORTH 89° 25' 38" EAST, NORTH 89° 25' 38" EAST 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2085.00 FEET A RADIAL LINE TO SAID POINT BEARS NORTH 89° 25' 38" EAST, NORTHERLY AND NORTHWESTERLY 1774.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 45' 03" AND NORTH 49° 19' 25" WEST 72.07 FEET;
THENCE LEAVING SAID EASTERLY LINE NORTH 40° 40' 35" EAST 136.29 FEET;
THENCE SOUTH 49° 37' 06" EAST 2277.11 FEET;
THENCE SOUTH 43° 05' 49" EAST 709.84 FEET;
THENCE NORTH 74° 22' 29" EAST 103.59 FEET;
THENCE SOUTH 49° 16' 11" EAST 77.99 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";
THENCE SOUTH 70° 30' 52" WEST 1520.79 FEET TO THE NORTHERLY LINE OF LOT 302 OF SAID IRVINE'S SUBDIVISION;
THENCE ALONG SAID NORTHERLY LINE NORTH 49° 15' 52" WEST 282.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1255.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 75° 24' 08" EAST; THENCE LEAVING SAID NORTHERLY LINE, SOUTHERLY 278.46 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 42' 46" TO THE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-F (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 153, LOT 274 OF BLOCK 154 AND LOT 299 OF BLOCK 174 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE LINE SHOWN ON SAID RECORD OF SURVEY AS "DEPARTMENT OF INTERIOR SURVEY LINE" HAVING A BEARING AND DISTANCE OF "SOUTH 73°37'35" EAST 395.26 FEET" AS SHOWN ON SHEET 10 OF SAID RECORD OF SURVEY; THENCE SOUTH 73°37'35" EAST ALONG SAID LINE 120.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE THE FOLLOWING 11 COURSES:
SOUTH 73°37'35" EAST 274.73 FEET;
SOUTH 80°16'46" EAST 358.80 FEET;
SOUTH 27°59'45" EAST 114.34 FEET;
SOUTH 44°10'35" WEST 253.88 FEET;
NORTH 43°46'25" WEST 36.97 FEET;
SOUTH 47°00'59" WEST 378.73 FEET;
SOUTH 40°22'44" WEST 1009.86 FEET;
SOUTH 49°37'06" EAST 2277.11 FEET;
SOUTH 43°05'49" EAST 709.84 FEET;
NORTH 74°22'29" EAST 103.60 FEET;
SOUTH 49°16'11" EAST 77.98 FEET TO THE SOUTHEASTERLY LINE OF SAID U.S. M.C.A.S EL TORO PROPERTY; THENCE LEAVING SAID "DEPARTMENT OF INTERIOR SURVEY LINE" AND ALONG SAID SOUTHEASTERLY LINE SOUTH 70°30'52" WEST 549.50 FEET; THENCE NORTH 47°33'55" WEST 2699.53 FEET; THENCE NORTH 09°47'54" WEST 607.30 FEET; THENCE NORTH 37°49'30" EAST 46.49 FEET; THENCE NORTH 22°13'03" EAST 29.55 FEET; THENCE NORTH 40°22'44" EAST 233.74 FEET; THENCE SOUTH 52°44'01" EAST 45.54 FEET; THENCE NORTH 40°22'44" EAST 674.73 FEET; THENCE NORTH 46°14'38" WEST 80.06 FEET; THENCE NORTH 41°05'24" EAST 375.14 FEET; THENCE NORTH 48°54'36" WEST 205.66 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-4A.

WITHIN PARCEL G-4B, DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT "A";
THENCE SOUTH 84° 39' 33" EAST 132.98 FEET;
THENCE SOUTH 23° 59' 33" EAST 37.00 FEET;
THENCE NORTH 65° 30' 27" EAST 184.71 FEET;
THENCE NORTH 21° 00' 30" WEST 83.12 FEET;
THENCE NORTH 68° 59' 30" EAST 155.00 FEET;
THENCE SOUTH 21° 00' 30" EAST 65.00 FEET;
THENCE NORTH 67° 20' 15" EAST 612.07 FEET;
THENCE NORTH 88° 45' 15" EAST 78.87 FEET;
THENCE NORTH 64° 40' 15" EAST 290.62 FEET;
THENCE NORTH 44° 40' 15" EAST 34.25 FEET;
THENCE NORTH 75° 55' 15" EAST 257.59 FEET;

THENCE NORTH 55° 15' 15" EAST 103.32 FEET;
THENCE NORTH 79° 45' 15" EAST 265.63 FEET;
THENCE NORTH 78° 20' 15" EAST 165.87 FEET;
THENCE NORTH 82° 25' 15" EAST 320.43 FEET;
THENCE NORTH 76° 05' 15" EAST 476.64 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF U.S.M.C.A.S.-EL TORO AS SHOWN ON SAID RECORD OF SURVEY 97-1038;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING COURSES:

SOUTH 35° 55' 17" WEST 2559.11 FEET AND NORTH 49° 16' 11" WEST 1876.05 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-V (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 300 OF BLOCK 174 AND LOT 313 OF BLOCK 175 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE "DEPARTMENT OF INTERIOR SURVEY LINE" AS SHOWN ON SHEET 13 ON SAID RECORD OF SURVEY WITH THE SOUTHEASTERLY LINE OF SAID BLOCK 175; THENCE SOUTH 35°55'17" WEST 1775.84 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 77°03'31" WEST 1372.06 FEET; THENCE NORTH 69°59'03" WEST 113.12 FEET; THENCE NORTH 60°13'02" WEST 187.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 280.00 FEET; A RADIAL BEARING TO SAID BEGINNING BEARS SOUTH 53°33'35" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 65.49 FEET THROUGH A CENTRAL ANGLE OF 13°24'01"; TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 300; THENCE NORTH 49°16'11" WEST 304.19 FEET ALONG SAID SOUTHWESTERLY LINE TO THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID "DEPARTMENT OF INTERIOR SURVEY LINE" HAVING A BEARING AND DISTANCE OF "NORTH 84°39'33" WEST 132.97 FEET" AS SHOWN ON SHEET 13 OF SAID RECORD OF SURVEY; THENCE ALONG SAID "DEPARTMENT OF INTERIOR SURVEY LINE" THE FOLLOWING 16 COURSES:
SOUTH 84°39'33" EAST 132.97 FEET;
SOUTH 23°59'33" EAST 37.00 FEET;
NORTH 65°30'27" EAST 184.71 FEET;
NORTH 21°00'30" WEST 83.12 FEET;
NORTH 68°59'30" EAST 155.00 FEET;
SOUTH 21°00'30" EAST 65.00 FEET;
NORTH 67°20'15" EAST 612.07 FEET;
NORTH 88°45'15" EAST 78.87 FEET;
NORTH 64°40'15" EAST 290.62 FEET;
NORTH 44°40'15" EAST 34.25 FEET;
NORTH 75°55'15" EAST 257.59 FEET;
NORTH 55°15'15" EAST 103.32 FEET;
NORTH 79°45'15" EAST 265.63 FEET;
NORTH 78°20'15" EAST 165.87 FEET;
NORTH 82°25'15" EAST 320.43 FEET;
NORTH 76°05'15" EAST 476.64 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-4B.

EXHIBIT "G-5-1"
(LEGAL DESCRIPTION)

THAT PORTION OF PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005, AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-5, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF SAID PARCEL 1;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES:

NORTH 49° 51' 20" WEST 281.26 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, NORTHWESTERLY 219.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 36' 10" TO THE TRUE POINT OF BEGINNING; CONTINUING ALONG SAID CURVE AND SOUTHWESTERLY LINE, 1354.25 FEET THROUGH A CENTRAL ANGLE OF 77° 35' 33", AND NORTH 49° 14' 49" WEST 30.01 FEET;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 10' 58" EAST 2739.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 900.00 FEET; THENCE NORTHEASTERLY 937.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 15' 46" TO A POINT IN THE WESTERLY LINE OF HEREINABOVE DESCRIBED PARCEL G-1; THENCE ALONG SAID WESTERLY PARCEL LINE THE FOLLOWING COURSES:

SOUTH 00° 00' 00" WEST 938.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1900.00 FEET, SOUTHWESTERLY 2191.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 05' 28"; SOUTH 66° 05' 28" WEST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3000.00 FEET, SOUTHWESTERLY 1246.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 43" AND SOUTH 42° 16' 45" WEST 229.75 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL I-F (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 279 AND 280 OF BLOCK 140 AND LOTS 277 AND 278 OF BLOCK 141 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°21'16" WEST, 2640.69 FEET" AS SHOWN ON SHEET 6 OF SAID RECORD OF SURVEY, SAID TERMINUS ALSO BEING THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF SAID IRVINE'S SUBDIVISION; THENCE NORTH 49°21'16" WEST 66.14 FEET ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 142; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 40°12'23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3776.61 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 1107.25 FEET THROUGH A CENTRAL ANGLE OF 16°47'54" TO THE BEGINNING OF A REVERSE CURVE CONCAVE

SOUTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 32°59'43" WEST; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE 1193.90 FEET THROUGH A CENTRAL ANGLE OF 57°00'17"; THENCE SOUTH 1456.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2400.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 1046.30 FEET THROUGH A CENTRAL ANGLE OF 24°58'43" TO THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS NORTH 65°01'17" WEST; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE 1180.94 FEET THROUGH A CENTRAL ANGLE OF 28°11'34"; A RADIAL LINE TO SAID POINT BEARS NORTH 36°49'43" WEST; THENCE NORTH 40°28'05" WEST 106.47 FEET; THENCE NORTH 53°19'17" WEST 2063.01 FEET; THENCE NORTH 40°39'31" EAST 999.02 FEET; THENCE NORTH 49°31'12" WEST 42.22 FEET; THENCE NORTH 40°28'48" EAST 188.64 FEET; THENCE SOUTH 49°20'29" EAST 54.77 FEET; THENCE SOUTH 40°39'31" WEST 44.97 FEET; THENCE SOUTH 49°11'37" EAST 139.65 FEET; THENCE SOUTH 40°24'16" WEST 139.51 FEET; THENCE SOUTH 50°43'11" EAST 372.79 FEET; THENCE SOUTH 59°21'36" EAST 1630.87 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-5.

FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL I-D (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279 AND 280 OF BLOCK 140 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 501.80 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL BEARING TO SAID BEGINNING OF CURVE BEARS NORTH 88°02'31" WEST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE 904.32 FEET THROUGH A CENTRAL ANGLE OF 51°48'49"; THENCE SOUTH 49°51'20" EAST 281.26 FEET; THENCE NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 101.88 FEET THROUGH A CENTRAL ANGLE OF 2°20'06"; THENCE NORTH 47°28'22" WEST 1082.83 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-5.

EXHIBIT "G-5-II"
(LEGAL DESCRIPTION PARCEL)

THOSE PORTIONS OF PARCEL 2, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536290 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-5A, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF BLOCK 142 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1 PAGE 88 OF MISCELLANEOUS RECORDS OF MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 271 OF SAID IRVINE'S SUBDIVISION, SAID NORTHEASTERLY LINE BEING THE FORMER CENTERLINE OF IRVINE BOULEVARD AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49 INCLUSIVE OF RECORDS OF SURVEYS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER, NORTH 49° 21' 16" WEST 49.00 FEET TO THE CENTERLINE OF LAMBERT ROAD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING NORTH 49° 21' 16" WEST 17.14 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING COURSES:

SOUTH 40° 12' 23" WEST 208.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3776.61 FEET, SOUTHWESTERLY 1107.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 47' 54" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 59' 43" WEST SOUTHWESTERLY 1193.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 00' 17"; SOUTH 00° 00' 00" WEST 557.21 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES THE FOLLOWING COURSES;

SOUTH 00° 00' 00" WEST 899.13 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET, SOUTHERLY AND SOUTHWESTERLY, 2226.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 09' 53" AND SOUTH 39° 16' 19" EAST 1519.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 27' 48" WEST; THENCE LEAVING SAID NORTHERLY, WESTERLY AND SOUTHWESTERLY LINES OF SAID PARCEL 2, NORTHEASTERLY 1973.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 50' 38" TO A POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2030.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 68° 41' 40" EAST; THENCE NORTHWESTERLY 765.26 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21° 35' 57"; THENCE NORTH 43° 18' 41" WEST 48.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 778.80 FEET; THENCE NORTHERLY 579.35 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42° 37' 21"; THENCE NORTH 00° 00' 00" EAST 860.39 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY AND WESTERLY 1306.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80° 27' 56"; THENCE NORTH 85° 08' 52" WEST 203.08 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-J (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 277 OF BLOCK 141 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°22'54" WEST 3556.41 FEET" AS SHOWN ON SHEET 10 OF SAID RECORD OF SURVEY; THENCE SOUTH 55°06'11" WEST 4231.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 76.00 FEET; THENCE WEST 104.00 FEET; THENCE NORTH 76.00 FEET; THENCE EAST 104.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-5A.

FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-Q (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 277 OF BLOCK 141 AND LOTS 273, 274, 275 AND 276 OF BLOCK 154 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°22'54" WEST 3556.41 FEET" AS SHOWN ON SHEET 10 OF SAID RECORD OF SURVEY; THENCE SOUTH 24°31'01" WEST 2306.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 33°07'51" EAST 236.96 FEET; THENCE SOUTH 48°44'25" EAST 236.30 FEET; THENCE NORTH 83°39'35" EAST 20.27 FEET; THENCE SOUTH 49°45'07" EAST 639.12 TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 27.98 FEET THOUGH A CENTRAL ANGLE OF 2°17'25" FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 42°32'18" EAST; THENCE SOUTH 49°12'10 WEST 279.35 FEET; THENCE SOUTH 79°18'27" EAST 927.04 FEET; THENCE SOUTH 86°44'52" EAST 1242.24 FEET; THENCE SOUTH 9°47'54" EAST 102.65 FEET; THENCE NORTH 86°44'52" WEST 1271.92 FEET; THENCE NORTH 79°18'27" WEST 1013.11 FEET; THENCE SOUTH 49°12'10" WEST 294.82 FEET; THENCE NORTH 89°43'16" WEST 2661.43 FEET; THENCE NORTH 0°38'11" EAST 1918.79 FEET; THENCE NORTH 57°43'10" EAST 267.60 FEET; THENCE SOUTH 35°18'40" EAST 366.47 FEET; THENCE NORTH 64°39'14" EAST 261.01 FEET; THENCE SOUTH 32°16'50" EAST 67.80 FEET; THENCE SOUTH 57°43'10" WEST 232.50 FEET; THENCE SOUTH 32°16'50" EAST 1039.17 FEET; THENCE NORTH 62°29'27" EAST 459.83 FEET; THENCE NORTH 57°46'16" EAST 254.27 FEET; THENCE SOUTH 32°13'44" EAST 107.30 FEET; THENCE NORTH 57°46'16" EAST 301.89 FEET; THENCE SOUTH 32°13'44" EAST 179.46 FEET; THENCE NORTH 57°46'16" EAST 278.47 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-5A.

WITHIN PARCEL G-5B, DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT "A";
THENCE SOUTH 15° 15' 32" EAST 427.66 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 80° 47' 15" WEST 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1970.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80° 47' 15" EAST; SOUTHERLY 30.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 53' 13";
THENCE SOUTH 08° 19' 32" EAST 43.50 FEET;
THENCE SOUTH 88° 30' 20" WEST 118.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY , HAVING A RADIUS OF 1400.00 FEET; THENCE WESTERLY, SOUTHWESTERLY

AND SOUTHERLY 2216.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 41' 49"; THENCE SOUTH 02° 11' 28" EAST 457.44 FEET; THENCE SOUTH 89° 02' 51" EAST 774.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET; THENCE NORTHEASTERLY 1296.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 31' 47";
THENCE NORTH 01° 25' 22" EAST 330.06 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 930.00 FEET; THENCE NORTHERLY 158.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 44' 54";
THENCE NORTH 08° 19' 32" WEST 554.19 FEET;
THENCE NORTH 08° 24' 36" WEST 165.34 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL II-K (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, THAT PORTION OF LOTS 275 AND 276 OF BLOCK 154 AND LOTS 281 AND 282 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'13" EAST 951.44 FEET" AS SHOWN ON SHEET 8 OF SAID RECORD OF SURVEY; THENCE NORTH 10°55'46" WEST 3573.89 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 26°39'08" WEST 180.56 FEET; THENCE NORTH 63°20'52" EAST 159.34 FEET; THENCE NORTH 26° 39'08" WEST 26.07 FEET; THENCE NORTH 63°20'52" EAST 192.87 FEET; THENCE NORTH 26°39'08" WEST 146.26 FEET; THENCE NORTH 63° 20'52" EAST 543.82 FEET; THENCE SOUTH 26°39'08" EAST 135.93 FEET; THENCE NORTH 63° 20'52" EAST 248.96 FEET; THENCE SOUTH 26° 39'08" EAST 104.97 FEET; THENCE SOUTH 63° 20'52" WEST 244.89 FEET; THENCE SOUTH 26° 39'08" EAST 23.30 FEET; THENCE NORTH 63° 20'52" EAST 44.13 FEET; THENCE SOUTH 26° 39'08" EAST 132.22 FEET; THENCE SOUTH 63° 20'52" WEST 500.24 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE 139.27 FEET THROUGH A CENTRAL ANGLE OF 88°39'47", A RADIAL LINE TO THE END OF CURVE BEARS SOUTH 62°00'39" WEST; THENCE NON-TANGENT TO LAST SAID CURVE SOUTH 63° 20'52" WEST 188.24 FEET; THENCE SOUTH 26° 39'08" EAST 44.38 FEET; THENCE SOUTH 63° 20'52" WEST 165.78 FEET TO THE **TRUE POINT OF BEGINNING.**

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-5B.

EXHIBIT "G-5-III"
(LEGAL DESCRIPTION)

THAT PORTION OF A PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-5, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF THE QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536288 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINE OF SAID PARCEL 3B THE FOLLOWING COURSES:

NORTH 42° 16' 45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET, NORTHEASTERLY 1038.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 43"; NORTH 66° 05' 28" EAST 353.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2400.00 FEET; NORTHEASTERLY 541.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 55' 35"; SOUTH 39° 16' 19" EAST 1519.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 27' 48" WEST; SOUTH 1155.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 32' 12";
SOUTH 00° 57' 09" WEST 276.56 FEET;
NORTH 89° 02' 51" WEST 141.47 FEET,
AND SOUTH 00° 57' 09" WEST 30.00;
THENCE NORTH 89° 02' 51" WEST 920.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 930.00 FEET; NORTHWESTERLY 988.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 52' 08";
THENCE NORTH 28° 10' 43" WEST 565.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 970.00 FEET;
THENCE NORTHWESTERLY 366.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 40' 37" AND NORTH 49° 51' 20" WEST 116.99 FEET;
THENCE NORTH 45° 29' 59" EAST 30.13 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL III-B (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279, 280, 285 AND 286 OF BLOCK 140 AND LOTS 281 AND 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 501.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 88°02'31" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 904.32 FEET THROUGH A CENTRAL ANGLE OF 51°48'49"; THENCE SOUTH 49°51'20" EAST 281.26 FEET; THENCE NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 101.88 FEET THROUGH A CENTRAL ANGLE OF 2°20'06"; THENCE SOUTH 47°28'22"

EAST 2361.69 FEET; THENCE SOUTH 68°59'53" EAST 342.12 FEET; THENCE SOUTH 0°57'09" WEST 105.32 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE 89.47 FEET THROUGH A CENTRAL ANGLE 42°43'00"; THENCE SOUTH 22°33'33" WEST 432.82 FEET; THENCE SOUTH 17°00'09" EAST 565.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1200.00 FEET A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 64°10'20" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 292.75 FEET THROUGH A CENTRAL CURVE OF 13°58'40"; THENCE SOUTH 39°48'20" WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38°31'40"; THENCE SOUTH 1°16'40" WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID BEGINNING OF SAID CURVE BEARS NORTH 1°09'46" EAST; THENCE EASTERLY ALONG SAID CURVE 201.16 FEET THROUGH A CENTRAL ANGLE OF 7°12'12"; THENCE SOUTH 38°25'50" WEST 251.55 FEET; THENCE SOUTH 8°02'01" WEST 336.30 FEET; THENCE SOUTH 39°18'52" WEST 783.87 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE NORTH 49°20'21" WEST 7709.08 FEET ALONG SAID PROPERTY TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION NOT DESCRIBED IN PARCEL G-5.

EXHIBIT "G-6"
(LEGAL DESCRIPTION)

THAT PORTION OF A PARCEL 3-B, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER QUITCLAIM DEED RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2005000536292 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

WITHIN PARCEL G-6, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3-B;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3-B SOUTH 49° 21' 34" EAST 28.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND 28.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 3-B AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID PARALLEL LINE SOUTH 40° 39' 31" WEST 2642.50 FEET;
THENCE LEAVING SAID PARALLEL LINE SOUTH 04° 34' 03" EAST 38.89 FEET;
THENCE SOUTH 49° 47' 37" EAST 161.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1352.00 FEET;
THENCE SOUTHEASTERLY 428.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 09' 32" ;
THENCE SOUTH 67° 57' 09" EAST 265.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET;
THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 50° 11' 40" EAST 533.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET;
THENCE SOUTHEASTERLY 448.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 45' 29";
THENCE SOUTH 32° 26' 11" EAST 142.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42° 52' 43" WEST;

THENCE EASTERLY 686.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39° 20' 40" TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 03° 32' 03" EAST;

THENCE NORTHEASTERLY 771.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 11' 12";

THENCE NORTH 42° 16' 45" EAST 511.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1030.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 52° 26' 20" WEST, SAID CURVE BEING CONCENTRIC WITH THAT CERTAIN CURVE OF SAID PARCEL 3-B CITED AS HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 1574.20 FEET, A CENTRAL ANGLE OF 90° 11' 43";

THENCE NORTHEASTERLY 1400.63 FEET ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 77° 54' 47" TO A POINT OF NON-TANGENCY ON THE NORTHEASTERLY LINE OF SAID PARCEL 3-B, A RADIAL LINE TO SAID POINT BEARS NORTH 49° 38' 53" WEST; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 49° 14' 49" WEST 1416.32 FEET,
SOUTH 41° 14' 17" WEST 275.57 FEET AND NORTH 49° 21' 34" WEST 789.63 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL III-B (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279, 280, 285 AND 286 OF BLOCK 140 AND LOTS 281 AND 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE NORTH 40°39'31" EAST 3072.31 FEET ALONG SAID LINE; THENCE LEAVING SAID LINE SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 501.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 88°02'31" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 904.32 FEET THROUGH A CENTRAL ANGLE OF 51°48'49"; THENCE SOUTH 49°51'20" EAST 281.26 FEET; THENCE NORTH 42°16'45" EAST 235.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 101.88 FEET THROUGH A CENTRAL ANGLE OF 2°20'06"; THENCE SOUTH 47°28'22" EAST 2361.69 FEET; THENCE SOUTH 68°59'53" EAST 342.12 FEET; THENCE SOUTH 0°57'09" WEST 105.32 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE 89.47 FEET THROUGH A CENTRAL ANGLE 42°43'00"; THENCE SOUTH 22°33'33" WEST 432.82 FEET; THENCE SOUTH 17°00'09" EAST 565.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1200.00 FEET A RADIAL LINE TO SAID

BEGINNING OF CURVE BEARS SOUTH 64°10'20" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 292.75 FEET THROUGH A CENTRAL CURVE OF 13°58'40"; THENCE SOUTH 39°48'20" WEST 226.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 605.19 FEET THROUGH A CENTRAL ANGLE OF 38°31'40"; THENCE SOUTH 1°16'40" WEST 129.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID BEGINNING OF SAID CURVE BEARS NORTH 1°09'46" EAST; THENCE EASTERLY ALONG SAID CURVE 201.16 FEET THROUGH A CENTRAL ANGLE OF 7°12'12"; THENCE SOUTH 38°25'50" WEST 251.55 FEET; THENCE SOUTH 8°02'01" WEST 336.30 FEET; THENCE SOUTH 39°18'52" WEST 783.87 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE NORTH 49°20'21" WEST 7709.08 FEET ALONG SAID PROPERTY TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-6.

FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL III-C (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 279 OF BLOCK 140 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°19'46" WEST 400.00 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO COURSES:
SOUTH 40°36'53" WEST 217.80 FEET;
SOUTH 40°39'31"WEST 1414.81 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49°20'29" EAST 1849.04 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 49°14'49" EAST 240.39 FEET; THENCE SOUTH 40°45'11" WEST 147.68 FEET; THENCE NORTH 49°14'49" WEST 240.39 FEET; THENCE NORTH 40°45'11" EAST 147.68 FEET TO THE **TRUE POINT OF BEGINNING.**

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-5.

AND FURTHER THAT PORTION OF SAID LAND DESCRIBED AS:

PARCEL III-D (CCP LIFOC ASSIGNMENT PARCEL)

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 279 OF BLOCK 140 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S. M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 49°19'46" WEST 400.00 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO COURSES:

SOUTH 40°36'53" WEST 217.80 FEET;
SOUTH 40°39'31" WEST 1732.63 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 49°20'29" EAST 1492.83 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 49°14'49" EAST 238.45 FEET; THENCE NORTH 40°45'11" EAST 128.81 FEET; THENCE SOUTH 49°14'49" EAST 278.65 FEET; THENCE SOUTH 40°45'11" WEST 401.68 FEET; THENCE NORTH 47°28'22" WEST 24.73 FEET; THENCE SOUTH 40°39'31" WEST 64.14 FEET; THENCE NORTH 49°20'29" WEST 492.48 FEET; THENCE NORTH 40°45'11" EAST 337.05 FEET TO THE **TRUE POINT OF BEGINNING.**

EXCEPT THEREFROM ANY PORTION THEREOF NOT DESCRIBED IN PARCEL G-5.