

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Orange
 Attn: OC Parks
 13042 Old Myford Road
 Irvine, CA 92602
 Attn: Director of OC Parks

(Space Above Line for Recorder’s Use)

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS (“**Restrictive Covenant**”) is made this ____ day of _____, 20__ by the County of Orange, a political subdivision of the state of California (hereinafter “**Declarant**”).

RECITALS

A. Declarant is the sole owner in fee simple of certain real property containing approximately 201.04 acres, located in the City of Aliso Viejo, County of Orange (“**County**”), State of California, found on Assessor’s Parcel Numbers 623-011-36, 623-011-50, 623-011-51; 634-012-09, 634-012-10, 634-012-12, 634-012-13, 634-012-14, 634-012-15, 634-012-16, 634-012-22, 634-021-09, 634-131-15, 634-131-18, 634-131-19, 634-341-01, 634-341-03 (the “**Property**”). The Property is legally described in **Exhibit “A”** attached to this Declaration of Restrictive Covenants and incorporated in it by this reference. Declarant intends to grant a restrictive covenant over a 55.98-acre portion of the Property (the “**Restricted Property**”). The Restricted Property is legally described and depicted in “**Exhibit B**” attached to this Declaration of Restrictive Covenants and incorporated in it by this reference.

B. The Laguna Canyon Foundation, acting as contractor for the Orange County Transportation Authority (“**OCTA**”), conducted habitat restoration activities on the Property on behalf of OCTA. These specific restoration activities conducted are compensatory mitigation (“**Compensatory Mitigation**”) for certain impacts from development of the OCTA Renewed Measure M (M2) Freeway Program Projects (“**Project**”) pursuant to requirements of (1) the United States Army Corps of Engineers’ (“**ACOE**”) Clean Water Act (“**CWA**”) Section 404 Permit No. SPL-2012-00830-VCL and any amendments thereto; (2) the California Department of Fish and Wildlife’s (“**CDFW**”) Streambed Alteration Agreement found in Appendix E of the Final OCTA M2 Natural Community Conservation Plan/Habitat Conservation Plan and any amendments thereto; (3) the State Water Resources Control Board (“**SWRCB**”) CWA Section 401 M2 Program Mitigation Authorization Letter dated January 22, 2018 issued by the SWRCB and any amendments thereto; (4) the United States Fish and Wildlife Service’s (“**USFWS**”) biological opinion No. FWS-OR-10B0242-17F0759, Permit No. TE32842C-0 and any amendments thereto; and (5) the CDFW’s Incidental Take Permit No. 2835-2017-001-05 and any amendments thereto. The foregoing documents are collectively referred to herein as the “**Approval Documents.**” The

Compensatory Mitigation is described in the “Aliso Creek Habitat Mitigation and Monitoring Plan,” prepared by Laguna Canyon Foundation, dated September 2017 (Cover Page and Introduction attached as **Exhibit “C”**) and as may be amended from time to time (the “**Mitigation Plan**”).

C. The Approval Documents require that the Compensatory Mitigation be preserved in perpetuity and managed consistent with the “Final Long-term Management Plan for Aliso Creek Mitigation Site” prepared by Glenn Lukos Associates dated August 2024 (Cover Page attached as **Exhibit “D”**) and as may be amended from time to time (the “**LTMP**”), to ensure long-term sustainability of the Compensatory Mitigation. This Restrictive Covenant is designed to satisfy and is granted in satisfaction of the Approval Documents.

D. Consistent with the terms and conditions of this Restrictive Covenant, the Restricted Property is and will remain in a Natural Condition as defined herein and is intended to be preserved in its natural, scenic, open condition to maintain its ecological, historical, visual, and educational values (collectively, “**Conservation Values**”). The Conservation Values are of importance to the people of the County, the State of California, and the United States.

E. The ACOE is the federal agency charged with the primary responsibility for regulating activities in waters of the United States, including wetlands, with regulatory authority over discharges of dredged and fill material into such waters pursuant to Section 404 of the CWA, and is a third-party beneficiary of this Restrictive Covenant.

F. The SWRCB is the state of California agency that is responsible for certifying Section 404 permit actions pursuant to Section 401 CWA and complying with state water quality standards pursuant to the Porter Cologne Water Quality Control Act and is a third-party beneficiary of this Restrictive Covenant.

G. The CDFW is the State of California agency that has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of those species and is a third-party beneficiary of this Restrictive Covenant.

H. The USFWS is the federal agency charged with the primary responsibility for regulating impacts to threatened and endangered species listed under the Endangered Species Act and is a third-party beneficiary of this Restrictive Covenant.

I. OCTA is the agency implementing the Compensatory Mitigation and funding the long-term maintenance and management of the Compensatory Mitigation on the Restricted Property and, prior to receipt of final approval of the success of the Compensatory Mitigation in accordance with the Mitigation Plan and Approval Documents (“**Final Approval**”), is a third-party beneficiary of this Restrictive Covenant for the limited purpose of completing the Compensatory Mitigation. Upon OCTA’s receipt of Final Approval of the Compensatory Mitigation, OCTA’s third-party rights related thereto shall cease.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and state of California, including Civil Code Section 815, Declarant hereby declares the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of, and used subject to the following restrictive covenants (and incorporating the above recitals herein by this reference), which shall run with the land, and be binding on Declarant's heirs, successors in interest, administrators, assigns, lessees, or other occupiers and users of the Property, or any portion of it.

1. Purpose.

(a) The purposes of this Restrictive Covenant are to reasonably (1) ensure management and preservation of the Restricted Property in a Natural Condition, as defined herein, in perpetuity and (2) to take reasonable steps to prevent uses of the Restricted Property that will impair or interfere with the Conservation Values of the Restricted Property (the "**Purpose**"). Declarant intends that this Restrictive Covenant will confine the use of the Restricted Property to such activities that are consistent with this Purpose, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

(b) The term "**Natural Condition**," as referenced in the preceding paragraph and other portions of this Restrictive Covenant, shall mean the condition of the Restricted Property as it exists at the time this Restrictive Covenant is executed, as well as future enhancements or changes to the Restricted Property that occur directly as a result of the following activities:

(1) Compensatory Mitigation required by the Approval Documents and as described in Mitigation Plan. Any amendment to the Mitigation Plan must be approved by the Third-party Beneficiaries (defined in Subsection 18(j)) of this Restrictive Covenant.

(2) In-perpetuity maintenance obligations ("**Long-Term Maintenance**") that occur on the Restricted Property as described in Section 15 herein and the LTMP, which is a supplement to the Aliso and Wood Canyons Wilderness Park Resource Management Plan, prepared by LSA Associates dated August 2009 (Cover Page attached as **Exhibit "E"**) and as may be amended from time to time (the "**AWCWP RMP**").

(3) Activities described in Sections 4 and 6 herein.

(c) Declarant represents and warrants that the only structures or other man-made improvements existing on the Restricted Property consist of Aliso Creek Regional Bikeway (asphalt road/including bridge), dirt trails and roads, overhead utility lines, storm drain pipes, concrete wingwalls, and ungrouted rip rap. Declarant further represents and warrants there are no previously granted easements existing on the Property that interfere or conflict with the Purpose of this Restrictive Covenant as evidenced by the Preliminary Title Report dated July 29, 2024, attached hereto as **Exhibit "F."** The present Natural Condition is evidenced in part by the depiction of the Restricted Property attached on **Exhibit "G"** showing all relevant and plottable property lines, easements, dedications, improvements, structures, boundaries, and major, distinct natural features such as waters of the United States. Declarant has delivered further evidence of the present Natural Condition to the Third-party Beneficiaries consisting of (1) a color aerial

photograph of the Restricted Property at an appropriate scale taken January 2024; (2) an overlay of the Restricted Property boundaries on that aerial photograph; and (3) on-site color photographs showing all improvements and natural features of the Restricted Property.

(d) If a controversy arises with respect to the Conservation Values of the Restricted Property, Declarant or any of the Third-party Beneficiaries or any designees or agents of Declarant, and Third-party Beneficiaries shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term “**Biological Monitor**” shall mean either an employee of the Declarant or an independent third-party consultant with knowledge of riparian resources in the Orange County area and expertise in the field of biology or a related field.

2. Third-party Beneficiaries’ Rights. To accomplish the Purpose of this Restrictive Covenant, Declarant hereby grants and conveys the following rights to the Third-party Beneficiaries (but without obligation of the Third-party Beneficiaries):

(a) A non-exclusive easement on and over the Property to preserve and protect the Conservation Values of the Restricted Property; and

(b) A non-exclusive easement on and over the Property to enter upon the Restricted Property to monitor Declarant’s compliance with and to otherwise enforce the terms of this Restrictive Covenant; and

(c) A non-exclusive easement on and over the Property to prevent any activity on or use of the Restricted Property that is inconsistent with the Purpose of this Restrictive Covenant and to require the restoration of such areas or features of the Restricted Property that may be damaged by any act or failure to act in a reasonable manner, or any use that is inconsistent with the Purpose of this Restrictive Covenant, subject to the enforcement procedures set forth in Section 7, below; and

(d) All present and future development rights allocated, implied, reserved, or inherent in the Restricted Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, the Restricted Property, nor any other property adjacent or otherwise; and

(e) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Restrictive Covenant.

3. OCTA’s Rights. To accomplish the Purpose of this Restrictive Covenant as described in Section 1, Declarant hereby grants to OCTA the following rights:

(a) The right to enter the Property in order to access the Restricted Property to conduct the activities required under the Approval Documents and any amendments thereto, and the Mitigation Plan to implement the Compensatory Mitigation requirements, including but not limited to the following activities: (i) remove trash and debris; (ii) excavate and regrade the surface as appropriate for detention and flow of water for wetlands; (iii) eradicate weeds and non-native

plants; (iv) install and maintain irrigation system; (v) prepare the site for native seeding and planting, including amending soils; (vi) install native seeds and container plants; and (vii) maintain, restore and monitor the wetlands and buffer area.

(b) Upon receipt of Final Approval, OCTA shall cease to be a Third-party Beneficiary and OCTA's right to enter the Restricted Property pursuant to Subsection 3(a), above, shall cease, except for OCTA or its contracted consultants may, upon receipt of written approval and/or OC Parks permit, which shall not be unreasonably withheld, periodically visit the Restricted Property to record biological data that will be used in ongoing tracking of performance success for the Measure M2 Mitigation Program. The results of said biological surveys/monitoring surveys will be shared with the Third-party Beneficiaries as well as Declarant upon request.

4. Declarant's Duties. Declarant, its successors, and assigns shall:

(a) Cooperate with the Third-party Beneficiaries in the protection of the Conservation Values;

(b) Repair and restore damage to the Restricted Property directly or indirectly caused by Declarant, Declarant's guests, representatives or agents and third parties within Declarant's control (e.g., employees, agents, contractors, but not members of the general public); provided, however, Declarant, its successors or assigns shall not engage in any repair or restoration work on the Restricted Property without first consulting with the Third-party Beneficiaries;

(c) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Restrictive Covenant, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements;

(d) Upon receipt of Final Approval, perform in-perpetuity Long-Term Maintenance on the Restricted Property set forth in Section 15 below; however, the financial obligation for performing the Long-Term Maintenance shall not exceed the existing AWCWP RMP and LTMM Fund funding described in Subsection 18(n);

(e) Replace, as necessary, the signage installed by OCTA that is missing or damaged in accordance with the LTMP; and

(f) Perform annual monitoring of the Restricted Property and prepare a summary of site conditions including compliance with this Restrictive Covenant for inclusion in the Orange County Central-Coastal Natural Conservation Plan/Habitat Conservation Plan ("NCCP/HCP") Annual Report, which shall be made available to the Third-party Beneficiaries upon request or as required. The Annual Report may also be downloaded from the NCC website at <http://occonservation.org/>.

5. Prohibited Uses. Any activity on or use of the Restricted Property inconsistent with the Purpose of this Restrictive Covenant is prohibited. Without limiting the generality of the foregoing, the following uses by Declarant and its respective guests, agents, assigns, employees, representatives, successors and third parties within their control (e.g., employees, agents, contractors, but not members of the general public), are expressly prohibited:

- (a) Supplemental or unseasonable watering except as specifically provided for in the Mitigation Plan;
- (b) Use of chemical herbicides, pesticides, rodenticides, fungicides, biocides, fertilizers, or other agents or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species in accordance with Subsection 6(c);
- (c) Incompatible fire protection activities, except the fire prevention activities set forth in Subsection 6(f);
- (d) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways or access trails shown on **Exhibit "G"** with the exception of any off-road or motorized vehicle use specifically authorized pursuant to the AWCWP RMP, required to meet obligations of LTMP where no other method is viable, or as necessary for emergency, fire safety, or rescue response;
- (e) Grazing or other agricultural activity of any kind;
- (f) Hunting, camping, fishing, horseback riding, biking, or hiking, except horseback riding, biking, or hiking on designated trails identified on **Exhibit "G"**;
- (g) Residential, commercial, retail, institutional, or industrial structures or uses;
- (h) Any legal or de facto division, subdivision or partitioning of the Restricted Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);
- (i) Construction, expansion, location, relocation, installation, or placement of any building, road, wireless communication cell towers, or any other structure or improvement of any kind, or any billboard, fence, boundary marker, or sign, except signs required to be installed under Subsection 4(e) or signs or fencing installed pursuant to Section 6;
- (j) Depositing, dumping, or accumulating soil, trash, ashes, refuse, waste, bio-solids, or any other material;
- (k) Planting, gardening, introducing, or dispersing non-native or exotic plant or animal species;
- (l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extraction of minerals, loam, gravel, soil, rocks, sands, or other material on or below the surface of the Restricted Property;
- (m) Altering the surface or general topography of the Restricted Property, including but not limited to any alterations to habitat, building roads or trails, flood control work (except as required for emergency flood control activities pursuant to Section 6), or paving or otherwise covering any portion of the Restricted Property;

(n) Removing, disturbing, altering, destroying, or cutting of native trees, shrubs or other vegetation, except as necessary for (1) emergency fire protection as required by fire safety officials as set forth in Subsection 6(f), (2) controlling invasive, exotic plants and wildlife which threaten the integrity of the habitat, (3) preventing or treating pests (including but not limited to boring insects), pest-related disease and other disease, (4) conducting activities permitted by the Mitigation Plan, (5) maintenance of existing foot trails or roads, or (6) activities described in Section 3, Section 4 and Section 15. In the event that activity in the Restricted Property is necessary to prevent or treat disease as listed in item (3) herein, the first priority for action shall be chemical and biological methods. No invasive or non-native species shall be introduced to prevent or treat disease, unless chemical or biological methods have failed to resolve the problem and the County of Orange Department of Environmental Health, or other agency with authority, determines that no other methods will address the problem. Removal of native vegetation to prevent or treat disease shall only be allowed if chemical or biological methods have failed to resolve the problem or upon a showing that removal of native vegetation is required on an emergency basis. With regard to the current non-native, invasive boring insect (shot-hole borer and other boring insect pests) situation, it is acknowledged that chemical and biological controls have not yet proven effective as of the date this Restrictive Covenant is executed and primary control shall be through selective removal of affected vegetation, as determined to be appropriate by Declarant in consultation with the Third-party Beneficiaries. If chemical and/or biological controls are deemed effective by Declarant and approved for use by the Third-party Beneficiaries in the future, treatment protocol may be adjusted;

(o) Manipulating or altering any natural watercourse, body of water, or water circulation on the Restricted Property other than as described in the Mitigation Plan, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(p) Creating, enhancing, or maintaining fuel modification zones (defined as a strip of mowed land), or other activities that could constitute fuel modification zones;

(q) Without the prior written consent of the Third-party Beneficiaries, which the Third-party Beneficiaries may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights from the Restricted Property; changing the place or purpose of use of the water rights on the Restricted Property; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, round water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Restricted Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Restricted Property; and (4) any water from wells that are in existence or may be constructed in the future on the Restricted Property;

(r) Any and all activities and uses which may adversely affect the Purpose of this Restrictive Covenant and any use or activity that may violate, or fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Declarant, the Restricted Property, or the use or activity in question;

(s) No use shall be made of the Restricted Property, and no activity thereon shall be permitted, that may adversely affect the Conservation Values of the Restricted Property or otherwise interfere with the Purpose of this Restrictive Covenant. Declarant acknowledges that, in view of the perpetual nature of this Restrictive Covenant, it is unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Restrictive Covenant. The Third-party Beneficiaries may determine whether (1) proposed uses or proposed improvements or structures not contemplated by or addressed in this Restrictive Covenant or (2) alterations in existing uses or improvements are consistent with the Purpose of this Restrictive Covenant;

(t) Creation of any encumbrance superior to this Restrictive Covenant, other than those encumbrances set forth in **Exhibit "F"** hereto, or the recording of any involuntary lien (which is not released within thirty calendar days), or the granting of any lease, license, or similar possessory interest in the Property which will affect the Conservation Values of the Restricted Property.

6. Reserved Rights. Declarant reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Restricted Property, including the right to engage in or to permit or invite others to engage in all uses of the Restricted Property that are not expressly prohibited or limited by, and are consistent with the Purpose of, this Restrictive Covenant, including, but not limited to, the uses described below in this section.

(a) Access. Reasonable access through the Property and Restricted Property to adjacent land or to perform obligations or other activities permitted by this Restrictive Covenant. In addition, police and other public safety organizations and their personnel may enter the Property and Restricted Property to address any legitimate public health or safety matter.

(b) Habitat Enhancement Activities. Enhancement of native plant communities, including the right to plant native trees and shrubs of the same type as currently existing on the Restricted Property, so long as such activities do not harm the habitat types identified in the Approval Documents or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Declarant shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 6, naturally occurring events, or by the acts of persons wrongfully damaging the Conservation Values of the Restricted Property. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Conservation Values of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with the AWCWP RMP, the LTMP, and all applicable laws, regulations, and permitting requirements. Hand broadcasting native seed collected from the Property or installing pole cuttings collected from the Property may occur without consultation with CDFW, ACOE, USFWS, and SWRCB. Prior to implementation of any other enhancement activities, a Biological Monitor shall prepare an enhancement plan, reviewed and approved by CDFW, ACOE, USFWS, and SWRCB, that contains detail commensurate with the level of impact and appropriate avoidance and minimization measures.

(c) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant), and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in

direct or potential conflict with the preservation of the Conservation Values of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) Erection and Maintenance of Informative Signage. Erection and maintenance of signage and other notification features saying “No Trespass” or similar descriptions that inform persons of the nature and restrictions on the Restricted Property.

(e) Fence Installation and Maintenance. The right to install and maintain fencing reasonably satisfactory to the Third-party Beneficiaries around the Restricted Property to protect the Conservation Values of the Restricted Property, including, but not limited to, wildlife corridors.

(f) Fire Protection. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, or otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. Any activity conducted pursuant to the right granted by this subsection will be reported to the Third-party Beneficiaries. A brief memorandum will be provided within 90 days summarizing the dates emergency work began and was completed, the specific actions taken, the specific location(s) of the emergency work shown on a map, the approximate area affected described in total acres and/or linear feet/width, photographs of the emergency work, any restoration work that may be conducted in the affected area, and contact information (name, email, and phone number) for the person overseeing the emergency work.

(g) Trails. The right to use and maintain, in-kind, existing trails through the Restricted Property, whose locations are depicted and described in **Exhibit “G”**.

(h) Maintenance of Existing Improvements on the Property. The right to maintain, repair, or replace, in-kind, existing improvements on the Restricted Property, whose locations are shown on **Exhibit “G”**.

(i) Emergency Flood Control Activities. The right, in an emergency situation only and subject to applicable State, federal, or local law (including but not limited to any requirements for permits or other discretionary approvals that may be required from CDFW, USFWS, ACOE and SWRCB acting in their regulatory capacity), to trim or remove brush, clear debris or otherwise perform preventative measures determined by the OC Flood Control District (“**OC Flood**”) to protect structures, other improvements, and human lives from flooding.

(j) Future Federal Ecosystem Restoration Project, Specifically Authorized by Congress or Conducted Under a Continuing Authority. In the event a federal ecosystem restoration project, specifically authorized by Congress or conducted under a continuing authority (a group of nine federal legislative authorities under which the ACOE can plan, design, and construct smaller water resources projects without additional project specific congressional authorization) is approved for construction (including ACOE and any non-federal sponsor having obtained all applicable permits/approvals from the USFWS, CDFW, ACOE, and SWRCB) and comprises portions within the Property, including the Restricted Property, the Declarant may allow the

construction, monitoring, adaptive management activities, operation, and maintenance of this project within the Property, including the Restricted Property.

7. Enforcement.

(a) Right to Enforce. Declarant, its successors and assigns, grant to the Third-party Beneficiaries, through its authorized legal counsel, the right to enforce these restrictive covenants in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement against OCTA and its successors or assigns under the Approval Documents, or any rights of the various documents created thereunder or referred to therein. The term “Party” means Declarant, Declarant, and any Third-party Beneficiaries, when implementing any remedies under this Restrictive Covenant, shall provide timely written notice to each other of any actions taken under this Section, including, but not limited to copies of all Notices of Violation and related correspondence.

(b) Notice of Violation. In the event that a Party or its respective employees, agents, contractors, or invitees is in violation of the terms of this Restrictive Covenant or that a violation is threatened, a Third-party Beneficiary(ies) may demand the cure of such violation. In such a case, the Third-party Beneficiary(ies) shall issue a written notice to violating Party (hereinafter “**Notice of Violation**”) informing the violating Party of the actual or threatened violation and demanding cure of such violation. The Notice of Violation shall be provided according to Section 13 of this Restrictive Covenant.

(c) Time to Cure. The violating Party shall cure the noticed violation within ninety (90) days of receipt of said written Notice of Violation. If said cure reasonably requires more than ninety (90) days, violating Party shall, within the ninety (90) day period, submit to the Third-party Beneficiary(ies) for review and approval a plan and time schedule to diligently complete the cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the Notice of Violation, it shall issue a written notice of such dispute (hereinafter “**Notice of Dispute**”) to the Third-party Beneficiary(ies) within thirty (30) days of receipt of written Notice of Violation. Notice shall be provided according to Section 13 of this Restrictive Covenant.

(d) Failure to Cure. If the violating Party fails to cure the noticed violation(s) within the time period(s) described in Subsection 7(c) above, or Subsection 7(e)(2) below, the Third-party Beneficiary(ies) may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Restrictive Covenant. In such action, the Third-party Beneficiary(ies) may:

(1) Recover any damages to which it (they) may be entitled for violation by the violating Party of the terms of this Restrictive Covenant or for any injury to the Conservation Values of the Restricted Property. The Third-party Beneficiary(ies) shall first apply any damages recovered to the cost of undertaking any corrective action on the Restricted Property. Prior to

implementation of any remedial or restorative actions pursuant to this paragraph, the Third-party Beneficiaries will consult with each other.

(2) Enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Pursue and obtain other legal or equitable relief, including, but not limited to, the restoration of the Restricted Property to the condition in which it existed prior to any such violation or injury. This remedy is expressly available notwithstanding the ability to claim damages as provided for in subdivision (1) above.

(4) Otherwise enforce this Restrictive Covenant.

(e) Notice of Dispute.

(1) If the violating Party provides the Third-party Beneficiary(ies) with a Notice of Dispute, as provided herein, the Third-party Beneficiaries shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the Third-party Beneficiary(ies) receive the Notice of Dispute. The Third-party Beneficiary(ies) shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the Third-party Beneficiary(ies) is appropriate in light of the violation.

(2) If, after reviewing the violating Party's Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the Third-party Beneficiary(ies) determine that a violation has occurred, the Third-party Beneficiary(ies) shall give the violating Party notice of such determination in writing. Upon receipt of such determination, violating Party shall have ninety (90) days to cure the violation. If said cure reasonably requires more than ninety (90) days, the violating Party shall, within the ninety (90) day period submit to the Third-party Beneficiary(ies) for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) Immediate Action. In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Restricted Property, the Third-party Beneficiary(ies) seeking enforcement pursuant to Subsection 7(a) may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Restrictive Covenant and state and federal law. The Third-party Beneficiary(ies) may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Subsections 7(c) and 7(e). The rights of the Third-party Beneficiary(ies) under this paragraph apply equally to actual or threatened violations of the terms of this Restrictive Covenant. The Declarant agrees that the remedies at law for the Third-party Beneficiary(ies) for any violation of the terms of this Restrictive Covenant are inadequate and that the Third-party Beneficiaries shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which the Third-party Beneficiaries may be entitled, including specific performance of the terms of this Restrictive Covenant, without

the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Subsection 7(f) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815 *et seq.*

(g) Costs of Enforcement. If any action to enforce the terms of this Restrictive Covenant results in a judgment by a court of competent jurisdiction, then the prevailing party shall be entitled to all costs awarded by the court. Costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Declarant's negligence, willful misconduct, and/or breach of this Restrictive Covenant.

(h) Enforcement Discretion. Enforcement of the terms of this Restrictive Covenant by a Third-party Beneficiary shall be at the discretion of the Third-party Beneficiary, and any forbearance by such Third-party Beneficiary to exercise its rights under this Restrictive Covenant in the event of any breach of any term of the Restrictive Covenant by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the Third-party Beneficiary of such term or of any subsequent breach of the same or any other term of this Restrictive Covenant or of any of the rights of the Third-party Beneficiary under this Restrictive Covenant. No delay or omission by the Third-party Beneficiaries in the exercise of any right or remedy upon any breach by a Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Restrictive Covenant creates a non-discretionary duty upon the Third-party Beneficiaries to enforce its provisions, nor shall deviation from the terms and procedures, or failure to enforce its provisions, give rise to a private right of action against the Third-party Beneficiary(ies) by any third parties.

(i) Acts Beyond Declarant's Control. Nothing contained in this Restrictive Covenant shall be construed to entitle the Third-party Beneficiaries to bring any action against Declarant for any injury to or change in the Property resulting from:

(1) Any natural cause beyond Declarant's control, including without limitation, vegetation damage related to extreme temperature changes, weed invasions due to changes from normal rain cycles and not caused by Declarant, Acts of God, drought, invasive pests, including those that have not yet been introduced, that do not have known eradication methods or are impracticable to eradicate (e.g., shot hole borer), fire not caused by Declarant, flood, storm, and earth movement; or

(2) Any prudent action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes in (1) above;

(3) Acts of third parties (including any governmental agencies and members of the public) that are beyond Declarant's control, including intentional acts, acts of negligence, and/or criminal activity.

Notwithstanding the foregoing, Declarant must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Restrictive Covenant and undertake

any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders, or requirements.

(j) Use of LTMM Fund. If a court of competent jurisdiction determines that there has been a violation of any term of this Restrictive Covenant:

(1) Funds from the LTMM Fund which was created to manage the Restricted Property cannot be used to pay damages awarded as part of the judgment;

(2) Funds from the LTMM Fund which was created to manage the Restricted Property cannot be used to restore the Restricted Property to the condition in which it existed prior to the violation.

8. Access. This Restrictive Covenant does not convey a general right of access to the public.

9. Costs and Liabilities.

(a) Declarant, and its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the Restricted Property. Except for OCTA's implementation of the Mitigation Plan and its related tasks under the Approval Documents, Declarant agrees that the Third-party Beneficiaries shall not have any duty or responsibility for the operation, upkeep, or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Declarant, the public or any third parties from risks relating to conditions on the Property. Declarant and its successors or assigns are responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Restrictive Covenant, including those required from CDFW, ACOE, USFWS, or SWRCB acting in their regulatory capacities, and any activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency statutes, codes, ordinances, rules, regulations, orders, and requirements.

(b) Declarant, and its successors and assigns shall hold harmless, protect and indemnify the ACOE, CDFW, USFWS, SWRCB and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors, and assigns of each of them (each a "**Third-Party Beneficiary Indemnified Party**" and collectively, "**Third-Party Beneficiary Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens, or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with injury to or the death of any person, or physical damage to any property, regardless of cause. If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Declarant shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

10. Taxes; No Liens. If applicable, Declarant, its successors and assigns shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Restricted Property, by competent

authority (collectively, “taxes”), including any taxes imposed upon, or incurred as a result of, this Restrictive Covenant, and agrees to furnish the Third-party Beneficiaries with satisfactory evidence of payment upon request. Declarant shall keep the Property free from any lien (other than a security interest that is expressly subordinate to this Restrictive Covenant, as provided in Subsection 18(i)) including those arising out of any obligations incurred by Declarant or any labor or materials furnished or alleged to have been furnished to or for Declarant at or for use on the Property, including the Restricted Property. Should a lien nonetheless be attached to the Restricted Property, Declarant shall take all necessary steps to have said lien removed from the Restricted Property.

11. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Restrictive Covenant is “property appropriated to public use,” as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. CDFW and ACOE are public entities that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Restrictive Covenant. If any person seeks to acquire the Property for public use, Declarant shall provide notice to the Third-party Beneficiaries and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Restrictive Covenant is condemned, the net proceeds from the condemnation shall be used in compliance with California Government Code section 65966(j), and the location of the replacement property is subject to approval by the Third-party Beneficiaries. Within six (6) months of acquiring the replacement property, Declarant shall record a restrictive covenant over the replacement property, in a form approved by the Third-party Beneficiaries.

12. Assignment and Subsequent Transfers.

(a) The covenants, conditions, and restrictions contained in this Restrictive Covenant are intended to and shall run with the land and bind all future owners of any interest in the Property. Declarant, its successors and assigns agree to (i) incorporate by reference to the title of and the recording information for this Restrictive Covenant in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Restrictive Covenant. Declarant, its successors and assigns agree to give written notice to the Third-party Beneficiaries of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The Third-party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions, and restrictions of this Restrictive Covenant. Any subsequent transferee shall be deemed to have assumed the obligations of this Restrictive Covenant and to have accepted the restrictions contained herein. The failure of Declarant, its successors or assigns or Third-party Beneficiaries to perform any act provided in this Section shall not impair the validity of this Restrictive Covenant or limit its enforceability in any way.

(b) From and after the date of any transfer of all or any portion of the Property by Declarant and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Declarant as to the portion transferred, as set forth in this Restrictive Covenant,

(ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder, except for the obligations set forth in Subsection 18(f), and (iv) all references to Declarant in this Restrictive Covenant shall thereafter be deemed to refer to such transferee.

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Declarant: County of Orange
 Attn: OC Parks
 13042 Old Myford Road
 Irvine, CA 92602
 Attn: Director of OC Parks

With a copy

To OCTA: Orange County Transportation Authority
 550 South Main Street
 Orange, CA 92868
 Attn: Executive Director of Planning

To ACOE: District Counsel
 U.S. Army Corps of Engineers
 915 Wilshire Blvd, Room 1532
 Los Angeles, CA 90017-3401

To CDFW: California Department of Fish and Wildlife
 Region 5
 3883 Ruffin Rd.
 San Diego, CA 92123
 Attn: Regional Manager

To USFWS: U.S. Fish and Wildlife Service
 Attention: Field Supervisor
 2177 Salk Avenue, Suite 250
 Carlsbad, CA 92008

To SWRCB: State Water Resources Control Board
 1001 I Street, 15th Floor
 Sacramento, CA 95814
 Attn: Water Quality Certification Unit Program Manager
 Telephone: (916) 558-1709

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

The parties agree to accept scanned signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties, within seventy-two (72) hours after transmission of such a document, the original documents that bear the original signatures.

If the Restrictive Covenant is assigned, the assignment document shall update the Notices provisions.

When the underlying fee for the Property is conveyed, the successor shall record a document entitled Restrictive Covenant/Change of Notices Provisions.

14. Amendment. This Restrictive Covenant may be amended by Declarant subject to the prior written consent of the Third-party Beneficiaries. Any such amendment shall be consistent with the Purpose of this Restrictive Covenant and California law governing conservation easements and shall not affect its perpetual duration. Declarant shall record any amendments in the Official Records of Orange County, California, and shall provide a copy of the recorded document to the Third-party Beneficiaries.

15. Long-Term Maintenance.

(a) Declarant's Responsibilities for Maintenance and Management. Upon Final Approval, Declarant, its successors and assigns shall be responsible for in-perpetuity, ongoing, long-term maintenance and management of the Restricted Property in accordance with the LTMP as amended. However, the annual financial obligation to perform such tasks, or any other obligations in this Section 15, shall not exceed the funds available from the LTMM Fund described in Subsection 18(n) and AWCWP RMP as specified in the LTMP.

(b) Restoration Responsibilities. Declarant, its successors and assigns shall be obligated to timely repair, remediate, or restore the Restricted Property damaged by any activities prohibited by Section 5 herein for which Declarant, its successors and assigns is responsible as specified in this Restrictive Covenant.

(c) Annual Reporting. Declarant, its successors and assigns shall provide documentation of maintenance activities performed under Subsection 15(a) to the Third-party Beneficiaries upon request or as required.

(d) Declarant Restoration. When activities are performed pursuant to Subsections 15(b) or 4(b) above, Declarant shall retain, at Declarant's expense, a qualified Biological Monitor, or utilize qualified County staff, to prepare a Restoration Plan and to oversee/monitor such restoration activities. Declarant shall have its Biological Monitor submit a draft Restoration Plan to the Third-party Beneficiaries for review and written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Declarant shall have its

Biological Monitor prepare a detailed monitoring report, and Declarant shall make the report available to the Third-party Beneficiaries within thirty (30) days of completion of restoration activities. Declarant and the Biological Monitor/County staff shall sign the monitoring report. The report shall document the Biological Monitor/County's staff's name and affiliation, dates Biological Monitor/County staff was present on site, activities observed and their location, Biological Monitor/County staff's observations regarding the adequacy of restoration performance by the Declarant, or its contractor, in accordance with the approved Restoration Plan, and the corrections recommended and implemented.

16. Recordation. Declarant shall promptly record this instrument in the Official Records of Orange County, California, and provide a copy of the recorded document to the Third-party Beneficiaries.

17. Estoppel Certificate. Upon request, the Third-party Beneficiaries shall within fifteen (15) days execute and deliver to Declarant, its successor or assign a letter confirming that (a) this Restrictive Covenant is in full force and effect, and has not been altered, amended, or otherwise modified (except as specifically noted in the letter), (b) there are no pending or threatened enforcement actions against Declarant except as disclosed in the letter, (c) to the knowledge of the Third-party Beneficiaries, there are no uncured violations under the Restrictive Covenant, and no facts or circumstances exist that, with the passage of time, could constitute a violation under the Restrictive Covenant, except as disclosed in the letter.

18. General Provisions.

(a) Controlling Law. The laws of the United States and the State of California, disregarding any conflicts of law principles of such state, shall govern the interpretation and performance of this Restrictive Covenant.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to accomplish the Purpose of this Restrictive Covenant and the policy and purpose of Civil Code section 815 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Restrictive Covenant, such action shall not affect the remainder of this Restrictive Covenant. If a court of competent jurisdiction voids or invalidates the application of any provision of this Restrictive Covenant to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Declarant's title in any respect.

(e) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude

running in perpetuity with the Property. The covenants hereunder also benefit the Third-party Beneficiaries.

(f) Termination of Rights and Obligations. Except as otherwise expressly set forth in this Restrictive Covenant and provided the transfer was consistent with the terms of this Restrictive Covenant, a party's rights and obligations under this Restrictive Covenant shall terminate upon transfer of the party's interest in the Restrictive Covenant or Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(g) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(h) No Hazardous Materials Liability.

(1) Declarant represents and warrants that to Declarant's actual knowledge it has no knowledge or notice of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. All references to "Property" in this Subsection 18(h) include, but are not limited to, the Restricted Property.

(2) Without limiting the obligations of Declarant under Subsection 9(b) herein, Declarant hereby releases and agrees to indemnify, protect and hold harmless the Third-party Beneficiary Indemnified Parties (defined in Subsection 9(b)) against any and all claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that this indemnification shall be inapplicable to the Third-party Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by such parties. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFW indemnified parties by reason of any such claim, Declarant shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW indemnified party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Restrictive Covenant, the parties do not intend this Restrictive Covenant to be, and this Restrictive Covenant shall not be, construed such that it creates in or gives the Third-party Beneficiaries any of the following:

(i) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "**CERCLA**"); or

(ii) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(iii) The obligations of a responsible person under any applicable Environmental Laws; or

(iv) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(v) Any control over Declarant's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term “**Hazardous Materials**” includes, without limitation, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*; hereinafter “**RCRA**”); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 *et seq.*; hereinafter “**HTA**”); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter “**HCL**”); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter “**HSA**”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Restrictive Covenant.

(5) The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Declarant represents, warrants and covenants to the Third-party Beneficiaries that all activities upon and use of the Property by Declarant, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(i) Additional Interests. Declarant, its successors and assigns shall not change any existing easements, or grant any additional easements, rights of way or other interests in the surface or subsurface of the Restricted Property, or interest of any type (other than a security interest that is subordinate to this Restrictive Covenant), or grant or otherwise abandon or relinquish any water rights relating to the Restricted Property, without first obtaining the written consent of the Third-party Beneficiaries. Further, Declarant, its successors and assigns shall not change any existing easements, or grant any additional easements, rights of way or other interests in the surface or subsurface of the Property that will adversely impact the management and preservation of the Restricted Property in its Natural Condition, without first obtaining the written consent of the Third-party Beneficiaries. The Third-party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purpose of this Restrictive Covenant or will impair or interfere with the Conservation Values of the Restricted Property. In the event the Third-party Beneficiaries fail to respond within 30 days to a request by Declarant for change(s) to any existing easements, or grant any additional easements, rights of way or other interests in the surface or subsurface of the Property under this section, then such request shall be deemed approved. This Section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Restrictive Covenant and complies with Section 12, as applicable. Declarant, its successors and assigns shall record any additional easements or other

interests in the Property in the Official Records of Orange County, California, and provide a copy of the recorded document to the Third-party Beneficiaries.

(j) Third-party Beneficiaries. Declarant acknowledges that CDFW, ACOE, USFWS, SWRCB, and OCTA (for the purposes of completing the Compensatory Mitigation and only until receipt of Final Approval), are third-party beneficiaries of this Restrictive Covenant with the right of access to the Property and Restricted Property, the right to enforce all of its provisions, and all other rights and remedies specified in this Restrictive Covenant.

(k) Extinguishment. If circumstances arise in the future that render the Purpose of the Restrictive Covenant impossible to accomplish, the Restrictive Covenant can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(l) Warranty. Declarant represents and warrants that Declarant is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances, or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Restrictive Covenant and which have not been expressly subordinated to this Restrictive Covenant by a written, recorded subordination agreement approved by the Third-party Beneficiaries.

(m) Change of Conditions. If one or more of the Purpose of this Restrictive Covenant may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Restrictive Covenant as long as any other purpose of the Restrictive Covenant may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Restrictive Covenant or be considered grounds for its termination or extinguishment. Declarant agrees that global warming and climate change-caused effects shall not be a basis for termination of this Restrictive Covenant.

(n) Long-term Maintenance and Management (LTMM) Fund. Concurrent with payment by OCTA of Seven Hundred Seven Thousand Twenty Dollars (\$707,020.00) to the National Fish and Wildlife Foundation to pay the costs of the Long-term Maintenance of the Property and the compliance monitoring obligations of the Restrictive Covenant and Seven Thousand Five Hundred Dollars (\$7,500.00) to Declarant to be held in an account by Declarant to help cover the costs for legal defense of the Restrictive Covenant, Declarant shall record this Restrictive Covenant in accordance with Section 16, above.

(o) Exhibits. The following Exhibits referenced in this Restrictive Covenant are attached to and incorporated by reference in it:

Exhibit A – Legal Description of Property

Exhibit B – Legal Description and Depiction of Restricted Property

Exhibit C – Cover Page and Introduction of Mitigation Plan (2017)

Exhibit D – Cover Page of Long-term Management Plan (2024)

Exhibit E – Cover Page of Aliso and Wood Canyons Wilderness Park Resource Management Plan (2009)

Exhibit F – Preliminary Title Report dated July 29, 2024

Exhibit G –Map of Present Natural Condition of the Restricted Property

(p) This Restrictive Covenant shall consist of this document and the aforementioned Exhibits that are hereby incorporated by reference in their entirety. In the event of a conflict between the covenants, terms, conditions and restrictions of this Restrictive Covenant and any of the Exhibits, the covenants, terms, conditions and restrictions of this Restrictive Covenant shall control.

* * * Signatures on following page. * * *

IN WITNESS WHEREOF Declarant executed this Restrictive Covenant as of the day and year first above written and agrees to be bound by the terms and provisions hereof.

“Declarant”
COUNTY OF ORANGE,
a political subdivision of the state of
California

By: _____
Pam Passow, Director, OC Parks
Pursuant to Delegated Authority
in Minute Order: _____

[ATTACH NOTARY ACKNOWLEDGEMENT]

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Date: 7/30/2025

By: Michael Haubert
Deputy

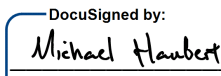
Signature: 
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EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION DEPICTION
ALISO & WOOD CANYONS WILDERNESS PARK
FACILITY: PR70T

PARCEL A:

THAT PORTION OF THE NIGUEL RANCHO, AS SHOWN ON A MAP RECORDED IN BOOK 2, PAGES 230 AND 231 OF PATENTS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOS PORTIONS OF SECTION 3 AND FRACTIONAL SECTIONS 4, TOWNSHIP 7 SOUTH, RANGE 8 WEST, OF THE SAN BERNARDINO MERIDIAN ACCORDING TO THE ORIGINAL PLAT THEREOF, IN THE CITY OF ALISO VIEJO AND LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL NO. 102 DESCRIBED BY THAT CERTAIN RESOLUTION RECORDED JUNE 21, 1985 AS 1985-227768 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION OF STATE ROUTE 73 AND LYING SOUTHERLY OF STATE ROUTE 73 BEING PARCEL 119 AS DESCRIBED IN THAT IRREVOCABLE OFFER OF DEDICATION RECORDED JUNE 18, 1996 AS INSTRUMENT 1996-309234 AND THAT PARCEL DESCRIBED IN GRANT DEED RECORDED NOVEMBER 13, 2002 AS INSTRUMENT NO. 2002-1007738.

PARCEL B:

THAT PORTION OF THE NIGUEL RANCHO, AS SHOWN ON A MAP RECORDED IN BOOK 2, PAGES 230 AND 231 OF PATENTS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOS PORTIONS OF SECTION 3 AND FRACTIONAL SECTIONS 4, TOWNSHIP 7 SOUTH, RANGE 8 WEST, OF THE SAN BERNARDINO MERIDIAN ACCORDING TO THE ORIGINAL PLAT THEREOF, IN THE CITY OF ALISO VIEJO AND LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF PARCEL NO. 102 AND PARCEL NO. 107 DESCRIBED BY THAT CERTAIN RESOLUTION RECORDED JUNE 21, 1985 AS 1985-227768 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHERLY OF STATE ROUTE 73 BEING PARCEL 119 AS DESCRIBED IN THAT IRREVOCABLE OFFER OF DEDICATION RECORDED JUNE 18, 1996 AS INSTRUMENT 1996-309234 AND THAT PARCEL DESCRIBED IN GRANT DEED RECORDED NOVEMBER 13, 2002 AS INSTRUMENT NO. 2002-1007738.

ALSO EXCEPTING THEREFROM ALL OF PACIFIC PARK DRIVE, LOT E, LOT B, AND LOT C AS SHOWN ON TRACT NO. 14331, FILED IN BOOK 690 OF MISCELANEOUS MAPS AT PAGE 19 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING ALL THAT PORTION LYING SOUTHERLY OF SAID TRACT NO. 14331.

ALSO EXCEPTING ALL OF TRACT 11408 FILED IN BOOK 493 OF MISCELANEOUS MAPS AT PAGE 6, AND ALL OF TRACT 11407 FILED IN BOOK 492 OF MISCELANEOUS MAPS AT PAGE 14 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

EXHIBIT "B"

**LEGAL DESCRIPTION OF RESTRICTED PROPERTY
ALISO & WOOD CANYONS WILDERNESS PARK
FACILITY: PR70T
PARCEL NO.: 163**

PARCEL 1

That certain parcel of land in the City of Aliso Viejo, and partly in the City of Laguna Hills, County of Orange, State of California, over those portions of Parcel 102 as described in the Resolution of the Board of Supervisors of the County of Orange, California, recorded June 27, 1985 as Instrument No. 85-227768, Parcel 120 as described in the Grant Deed recorded November 13, 2002 as Instrument No. 2002001007738 both of Official Records, Lot 2, and Lot 3 as shown on Tract No. 12091 filed August 7, 1984 in Book 526, Pages 25 through 28 of Miscellaneous Maps, accepted by Resolution recorded June 27, 1995, as Document No. 95-0271289 of Official Records, all in the office of the County Recorder of said County, more particularly described as follows:

Commencing at the centerline intersection of Moulton Parkway and Sheeps Hills Road (now Laguna Hills Drive), as described in said Instrument No. 85-227768. Thence along said centerline of Moulton Parkway South 28°14'54" East 874.72 feet to a point;

thence leaving said centerline South 61°45'06" West 90.22 Feet to the **True Point of Beginning**;

thence South 18°19'13" East 23.81 feet;

thence South 37°27'56" East 31.57 feet;

thence South 4°33'35" East 39.40 feet;

thence South 22°50'52" East 65.27 feet;

thence South 01°36'32" West 90.95 feet;

thence South 10°35'33" West 120.24 feet;

thence North 88°38'01" West 162.97 feet;

thence North 58°03'32" West 67.67 feet;

thence North 50°09'04" West 92.38 feet;

thence South 88°51'38" West 61.42 feet to the beginning of a non-tangent curve concave southerly having a radius of 105.00 feet, a radial line to said curve bears North 45°57'47" East;

thence along said curve through a central angle of 83°37'54" a distance of 153.26 feet;

thence non-tangent to said curve South 70°33'55" West 53.12 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 67.73 feet a radial line to said curve bears North 44°27'53" East;

thence along said curve through a central angle of 134°06'51" a distance of 158.54 feet;

thence non-tangent to said curve South 70°17'42" West 76.23 feet;

thence South 08°03'19" East 183.63 feet;

thence South 52°08'29" West 90.86 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 90.00 feet, a radial line to said curve bears North 17°41'01" East;

thence along said curve through a central angle of 114°49'27" a distance of 180.37 feet;

thence non-tangent to said curve South 21°51'03" East 123.98 feet;

thence South 41°05'07" East 371.08 feet;

thence South 45°35'39" East 275.33 feet;

thence South 56°27'53" East 61.85 feet;

thence South 43°41'32" East 139.38 feet;

thence South 24°15'40" East 129.66 feet;

thence South 10°24'48" East 80.52 feet;

thence South 40°14'09" East 71.06 feet;

thence South 36°16'10" West 43.50 feet;

thence South 11°28'45" East 55.18 feet;

thence South 29°26'58" East 88.47 feet;

thence South 84°13'32" East 23.09 feet;

thence South 40°41'50" East 106.40 feet;

thence South 35°07'30" East 158.32 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 38.35 feet, a radial line to said curve bears North 21°16'10" West;

thence along said curve through a central angle of 157°20'35" a distance of 105.31 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 49.49 feet, a radial line to said curve bears North 78°48'12" West;

thence along said curve through a central angle of 114°31'56" a distance of 98.93 feet;

thence non-tangent to said curve South 61°32'35" East 68.44 feet;

thence South 47°26'10" East 240.39 feet;

thence South 00°44'36" West 93.70 feet;

thence South 17°46'35" West 48.59 feet;

thence South 18°22'27" East 128.13 feet;

thence South 37°16'46" East 65.89 feet;

thence South 03°54'06" East 25.52 feet;

thence South 44°40'43" West 24.58 feet;

thence South 06°04'25" East 74.01 feet;

thence South 83°38'25" East 22.37 feet;

thence South 24°36'45" East 34.33 feet;

thence North 87°35'37" East 37.70 feet;

thence South 51°56'31" East 59.44 feet;

thence South 30°53'19" East 72.61 feet;

thence South 16°08'51" East 100.55 feet;

thence South 65°40'33" East 44.02 feet;

thence South 16°54'06" West 68.33 feet;

thence South 29°12'05" East 81.59 feet;

thence South 30°04'06" West 140.39 feet;

thence South 26°03'20" West 87.50 feet;

thence South 33°25'23" West 92.13 feet;

thence South 42°42'37" West 48.20 feet;

thence South 12°18'28" West 120.64 feet;

thence South 26°58'29" West 58.25 feet;

thence South 16°24'39" East 42.94 feet;

thence South 24°16'24" West 164.45 feet;

thence South 39°11'45" West 192.03 feet;

thence South 68°59'16" West 109.60 feet;

thence South 71°42'20" West 192.19 feet;

thence South 15°22'11" West 81.51 feet;

thence South 52°01'46" West 222.93 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 362.55 feet, a radial line to said curve bears South 77°53'32" East;

thence along said curve through a central angle of 40°25'34" a distance of 255.80 feet;

thence non-tangent to said curve South 20°02'42" West 36.83 feet;

thence South 26°39'47" West 91.24 feet to a point on the southwesterly boundary of aforesaid Parcel 120, said point being the beginning of a non-tangent curve concave northeasterly having a radius of 11,171.12 feet, a radial line to said curve bears South 25°27'51" West;

thence along said curve through a central angle of 00°06'07" a distance of 19.88 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 2,749.78 feet, a radial line to said curve bears South 25°33'58" West;

thence along said curve through a central angle of 3°29'59" a distance of 167.96 feet;

thence non-tangent to said curve North 24°01'55" East 56.83 feet;

thence South 74°51'37" East 45.79 feet;

thence North 47°13'16" East 30.63 feet;

thence North 69°55'08" East 26.33 feet;

thence North 37°05'34" East 161.02 feet;

thence North 27°51'12" East 71.34 feet;

thence North 68°49'49" East 55.98 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 213.60 feet, a radial line to said curve bears South 73°12'43" West;

thence along said curve through a central angle of $101^{\circ}34'10''$ a distance of 378.65 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 380.78 feet, a radial line to said curve bears South $03^{\circ}26'36''$ East;

thence along said curve through a central angle of $76^{\circ}17'40''$ a distance of 507.04 feet;

thence non-tangent to said curve North $06^{\circ}21'55''$ East 58.14 feet;

thence North $11^{\circ}48'16''$ East 117.15 feet;

thence North $43^{\circ}50'35''$ East 171.81 feet to the beginning of a non-tangent curve concave westerly having a radius of 118.99 feet, a radial line to said curve bears South $12^{\circ}27'38''$ East;

thence along said curve through a central angle of $151^{\circ}39'48''$ a distance of 314.97 feet;

thence non-tangent to said curve North $27^{\circ}57'53''$ West 131.59 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 140.43 feet, a radial line to said curve bears South $17^{\circ}55'15''$ West;

thence along said curve through a central angle of $81^{\circ}39'22''$ a distance of 200.14 feet;

thence non-tangent to said curve North $23^{\circ}09'55''$ West 156.32 feet;

thence North $44^{\circ}24'33''$ West 183.21 feet;

thence North $24^{\circ}45'31''$ West 155.74 feet;

thence North $07^{\circ}01'42''$ West 114.47 feet;

thence North $20^{\circ}26'42''$ West 133.96 feet;

thence North $08^{\circ}43'05''$ West 98.60 feet;

thence North $31^{\circ}53'29''$ West 217.99 feet;

thence North $07^{\circ}23'28''$ West 82.21 feet;

thence North $33^{\circ}16'50''$ West 37.57 feet;

thence North $54^{\circ}48'41''$ West 78.14 feet;

thence North $30^{\circ}57'55''$ West 76.40 feet;

thence North $34^{\circ}34'57''$ West 197.93 feet;

thence North $03^{\circ}00'43''$ East 27.64 feet;

thence North $33^{\circ}16'50''$ West 178.45 feet;

thence North 48°32'16" West 150.13 feet;

thence North 31°14'54" West 156.54 feet;

thence North 59°53'54" West 72.02 feet;

thence North 41°23'15" West 242.71 feet;

thence North 10°15'55" East 33.69 feet;

thence North 27°13'50" West 129.69 feet;

thence North 49°12'41" West 82.18 feet;

thence North 05°13'07" West 34.31 feet;

thence North 50°04'43" East 34.63 feet;

thence North 21°48'29" East 36.30 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 117.73 feet, a radial line to said curve bears North 82°26'14" West;

thence along said curve through a central angle of 82°54'42" a distance of 170.36 feet;

thence non-tangent to said curve North 00°24'34" East 13.36 feet;

thence North 49°50'18" West 53.60 feet;

thence North 21°01'10" West 35.18 feet;

thence North 11°06'34" East 125.81 feet;

thence North 33°34'03" East 148.37 feet;

thence North 07°56'13" East 182.63 feet;

thence North 51°46'06" East 171.91 feet;

thence South 84°49'37" East 54.62 feet to the beginning of a non-tangent curve concave northerly having a radius of 274.68 feet, a radial line to said curve bears South 41°16'09" West;

thence along said curve through a central angle of 42°39'50" a distance of 204.53 feet;

thence non-tangent to said curve South 44°54'19" East 322.67 feet;

thence South 40°07'50" East 109.58 feet;

thence North 61°03'06" East 49.04 feet;

thence North 17°06'31" East 83.68 feet;

thence North 07°57'23" West 91.81 feet;

thence North 00°40'55" West 93.89 feet;

thence North 88°51'55" East 43.34 feet to the **TRUE POINT OF BEGINNING**;

Containing 25.524 acres more or less.

PARCEL 2

That certain parcel of land in the city of Aliso Viejo, County of Orange, State of California, over those portions of Parcels 102 and 107 as described in the Resolution of the Board of Supervisors of the County of Orange, California, recorded June 27, 1985 as Instrument No. 85-227768, of Official Records, and Lot D, as shown on Tract No. 14331 filed July 7, 1992 in Book 690, Pages 19 through 20 of Miscellaneous Maps, all in the office of the County Recorder of said County, more particularly described as follows:

Commencing at the southwesterly corner of that certain parcel described in the Irrevocable Offer of Dedication recorded June 18, 1996 as Instrument No. 19960309234, of said Official records. Said point being at the northwesterly terminus of that course described as "North 66°23'00" West 480.69 feet";

Thence along the southerly line of said Irrevocable Offer of Dedication South 66°23'07" East 70.69 feet, to the **True Point of Beginning**;

thence continuing along said southerly line, South 66°23'07" East 272.75 feet;

thence leaving said southerly line, South 00°08'52" West 67.28 feet;

thence South 28°35'55" West 213.50 feet;

thence South 48°06'11" West 103.39 feet;

thence South 54°52'33" West 133.02 feet;

thence South 05°45'46" West 52.01 feet;

thence South 19°22'47" East 44.00 feet;

thence South 38°25'23" West 55.28 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 38.50 feet, a radial line to said curve bears North 37°45'34" East;

thence along said curve through a central angle of 143°16'40" a distance of 96.28 feet;

thence non-tangent to said curve South 65°46'33" West 31.83 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 27.00 feet, a radial line to said curve bears North 40°50'39" East;

thence along said curve through a central angle of 167°34'59" a distance of 78.97 feet;

thence non-tangent to said curve South 63°06'36" West 23.44 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 25.50 feet, a radial line to said curve bears North 69°32'46" East;

thence along said curve through a central angle of 193°01'17" a distance of 85.91 feet;

thence non-tangent to said curve South 62°23'18" West 181.26 feet;

thence South 15°06'00" West 150.25 feet;

thence South 16°59'36" East 75.54 feet;

thence South 72°50'13" West 49.26 feet;

thence North 30°33'14" West 93.18 feet;

thence South 86°35'44" West 26.51 feet;

thence South 05°01'38" East 61.09 feet;

thence South 88°21'12" West 107.41 feet;

thence North 81°52'53" West 44.59 feet;

thence North 00°06'29" East 77.43 feet;

thence North 25°15'31" East 34.97 feet;

thence North 27°12'22" East 98.66 feet;

thence North 04°21'14" West 30.88 feet;

thence North 54°36'40" West 61.80 feet;

thence North 02°27'37" East 107.54 feet;

thence South 86°44'43" West 38.59 feet;

thence South 34°22'08" West 85.30 feet;

thence North 64°08'24" West 58.74 feet;

thence North 11°33'50" East 116.85 feet;

thence North 29°25'41" East 93.15 feet;

thence North 30°43'46" East 197.77 feet;

thence South 47°09'12" East 20.50 feet;

thence North 45°13'07" East 33.78 feet;

thence South 02°04'26" East 71.07 feet;

thence North 69°55'00" East 143.02 feet;

thence North 07°35'09" West 119.47 feet;
 thence North 55°44'31" West 43.50 feet;
 thence North 24°01'15" East 40.04 feet;
 thence South 80°04'20" East 19.82 feet;
 thence South 28°28'54" East 41.59 feet;
 thence North 71°30'52" East 84.28 feet;
 thence North 04°49'44" West 20.10 feet;
 thence North 44°08'05" East 34.39 feet;
 thence North 30°13'24" West 44.30 feet;
 thence North 50°50'55" East 48.65 feet;
 thence South 61°42'56" East 57.72 feet;
 thence South 51°53'40" East 48.81 feet;
 thence North 74°01'12" East 93.75 feet;
 thence North 52°45'43" East 77.96 feet;
 thence North 28°13'30" East 104.50 feet to the **True Point of Beginning;**

Containing 12.023 acres more or less.

PARCEL 3

That certain parcel of land in the City of Aliso Viejo, County of Orange, State of California, over that portion of Parcel 102 as described in the Resolution of the Board of Supervisors of the County of Orange, California, recorded June 27, 1985 as Instrument No. 85-227768, of Official Records in the office of the County Recorder of said County, more particularly described as follows:

Commencing at the southwesterly corner of Lot C as shown on Tract No. 14331 filed July 7, 1992 in Book 690, Pages 19 through 20 of Miscellaneous Maps, in the office of the County Recorder of said County. Said point being at the southwesterly terminus of that course shown as "North 20°06'33" East 27.58 feet" on said map, said point also being on the general westerly boundary of aforesaid Parcel 102;

thence along the general westerly line of said Parcel 102, South 20°06'26" West 271.89 feet;

thence leaving said general westerly line South 69°53'34" East 35.78 feet to the **True Point of Beginning;**

thence North 64°35'58" East 63.40 feet;

thence South 78°16'49" East 77.05 feet;

thence North 39°58'10" East 37.57 feet;

thence North 66°46'49" East 21.99 feet;
thence North 85°28'13" East 53.14 feet;
thence South 28°35'54" East 19.35 feet;
thence South 01°58'20" East 52.05 feet;
thence South 28°55'23" West 56.32 feet;
thence South 74°23'15" West 57.47 feet;
thence South 49°32'00" West 140.35 feet;
thence South 33°03'15" West 59.74 feet;
thence South 12°05'14" East 52.33 feet;
thence South 63°00'00" West 37.55 feet;
thence South 28°14'02" West 95.98 feet;
thence South 07°13'07" West 53.03 feet;
thence South 19°01'49" East 56.67 feet;
thence South 83°27'18" East 42.53 feet;
thence South 19°58'19" East 41.02 feet;
thence South 82°14'04" East 47.85 feet;
thence South 26°38'19" East 53.49 feet;
thence South 49°59'33" West 31.72 feet;
thence South 26°47'09" East 31.67 feet;
thence South 83°31'27" East 66.71 feet;
thence South 59°39'39" East 37.48 feet;
thence South 04°44'03" West 63.33 feet;
thence South 20°10'11" West 51.09 feet;
thence North 82°22'37" West 40.15 feet;

thence South 32°24'54" West 14.83 feet;

thence South 27°45'17" East 55.39 feet;

thence South 60°42'07" East 56.30 feet;

thence South 84°03'44" East 54.55 feet;

thence South 58°11'40" East 97.88 feet;

thence South 69°08'54" East 34.59 feet to the beginning of a non-tangent curve concave westerly having a radius of 207.25 feet, a radial line to said curve bears North 34°28'17" East;

thence along said curve through a central angle of 108°00'36" a distance of 390.69 feet;

thence non-tangent to said curve South 13°45'37" West 47.91 feet;

thence South 07°46'39" East 30.40 feet;

thence South 26°53'50" West 109.99 feet;

thence South 66°52'35" West 55.08 feet;

thence South 77°14'09" West 26.32 feet;

thence North 79°39'51" West 19.98 feet;

thence South 59°13'04" West 35.49 feet;

thence South 69°33'19" West 15.98 feet;

thence South 06°25'07" West 16.59 feet;

thence South 38°15'59" East 25.43 feet;

thence South 07°01'18" East 14.61 feet;

thence South 43°07'42" West 46.21 feet;

thence South 36°11'55" West 66.75 feet;

thence South 57°23'40" East 40.18 feet;

thence South 13°37'36" East 25.96 feet;

thence South 19°41'59" West 26.68 feet;

thence North 89°35'25" West 22.67 feet;

thence North 54°53'43" West 19.91 feet;
thence South 46°10'33" West 65.32 feet;
thence South 78°12'05" West 35.58 feet;
thence South 22°33'38" West 82.16 feet;
thence South 20°09'07" East 53.79 feet;
thence South 40°55'44" West 26.62 feet;
thence North 62°11'37" West 39.06 feet;
thence South 40°52'19" West 38.80 feet;
thence South 00°08'00" West 128.44 feet;
thence South 08°47'04" East 119.93 feet;
thence South 52°51'25" West 38.10 feet;
thence South 20°45'59" West 65.42 feet;
thence South 00°24'35" West 42.81 feet;
thence South 34°27'14" East 60.29 feet;
thence South 02°24'47" West 85.32 feet;
thence South 53°41'53" East 53.68 feet;
thence South 43°44'40" East 123.84 feet;
thence South 38°15'00" East 63.09 feet;
thence South 59°07'29" East 123.83 feet;
thence North 71°18'48" East 41.26 feet;
thence South 72°31'42" East 89.48 feet to the beginning of a non-tangent curve concave westerly having a radius of 317.09 feet, a radial line to said curve bears North 48°08'55" East;
thence along said curve through a central angle of 49°54'24" a distance of 276.19 feet;
thence non-tangent to said curve South 12°44'00" West 365.42 feet;
thence South 54°29'11" West 44.69 feet;

thence North 78°25'18" West 40.03 feet;

thence North 26°15'01" West 66.37 feet;

thence South 88°52'06" West 79.09 feet;

thence North 60°55'21" West 42.33 feet;

thence North 03°50'38" West 69.97 feet;

thence North 34°44'39" West 266.87 feet;

thence North 28°44'18" West 265.94 feet to the beginning of a non-tangent curve concave westerly having a radius of 132.96 feet, a radial line to said curve bears South 62°25'42" East;

thence along said curve through a central angle of 73°45'07" a distance of 171.15 feet;

thence non-tangent to said curve North 13°19'29" West 150.78 feet;

thence North 86°50'08" West 36.20 feet;

thence North 09°36'02" West 42.59 feet;

thence North 48°23'27" East 30.84 feet;

thence North 16°07'30" West 68.93 feet;

thence North 34°46'45" West 98.55 feet;

thence North 02°41'04" West 76.52 feet;

thence North 21°54'40" East 109.87 feet;

thence North 32°56'41" East 71.04 feet;

thence North 16°43'54" East 84.84 feet;

thence North 32°03'53" East 74.02 feet;

thence North 09°16'15" East 27.98 feet;

thence North 64°06'35" East 17.67 feet;

thence North 36°29'01" East 90.35 feet;

thence North 36°55'20" East 137.52 feet;

thence North 58°58'48" East 65.34 feet;

thence North 06°07'13" East 10.38 feet;

thence North 45°24'35" East 33.59 feet;

thence North 08°04'17" East 47.01 feet;

thence North 45°33'42" East 14.46 feet;

thence North 77°52'51" East 38.08 feet;

thence North 29°04'48" East 49.77 feet;

thence North 40°21'51" East 91.22 feet;

thence North 50°47'03" East 34.58 feet;

thence North 23°16'24" West 61.06 feet;

thence North 38°15'00" West 50.32 feet;

thence North 04°29'49" West 46.25 feet;

thence North 05°40'19" East 120.26 feet;

thence North 28°47'16" West 61.22 feet;

thence North 62°36'09" West 95.25 feet;

thence North 38°28'35" West 107.77 feet;

thence North 27°25'39" West 108.22 feet;

thence North 09°01'16" West 71.19 feet;

thence North 33°12'19" West 65.36 feet;

thence North 06°52'19" West 84.87 feet;

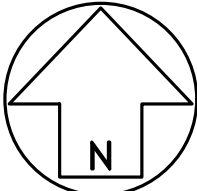
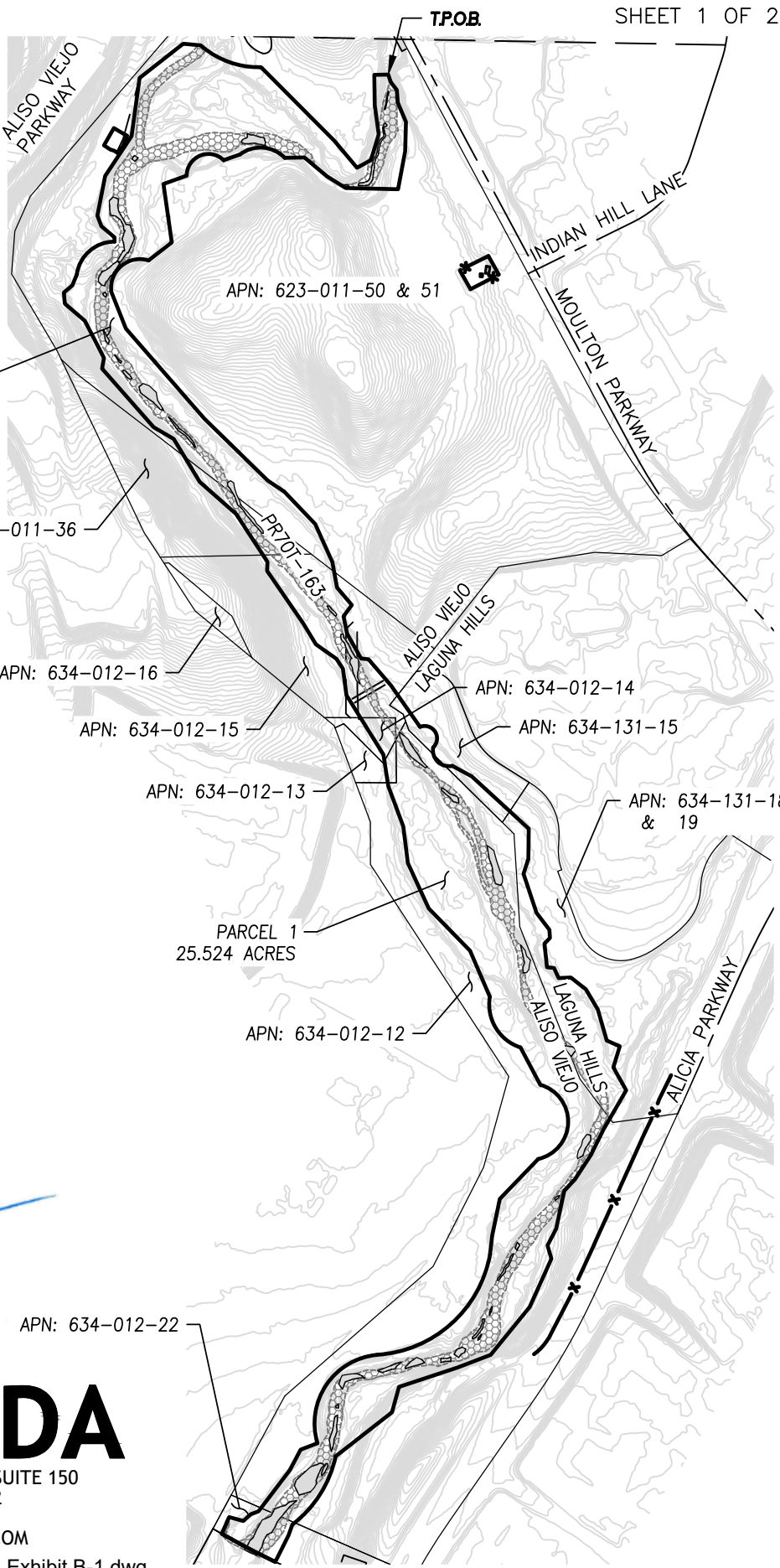
thence North 17°52'51" East 35.51 feet to the beginning of a non-tangent curve concave easterly having a radius of 100.06 feet, a radial line to said curve bears South 66°28'51" West;

thence along said curve through a central angle of 41°34'46" a distance of 72.61 feet to the beginning of a non-tangent curve concave westerly having a radius of 40.75 feet, a radial line to said curve bears South 44°55'16" East;

thence along said curve through a central angle of 60°41'27" a distance of 43.16 feet to the beginning of a non-tangent curve concave easterly having a radius of 28.50 feet, a radial line to said curve bears South 45°26'25" West;

EXHIBIT "B-1"

DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024



SCALE: 1" = 500'

SEE SHEET 2 FOR LEGEND
SEE SHEETS 3-10 FOR DETAILS

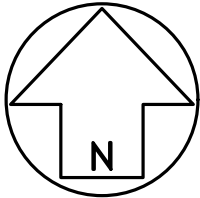


GUIDA
 220 COMMERCE, SUITE 150
 IRVINE, CA 92602
 949.777.2000
 WWW.GUIDAINC.COM
 Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

EXHIBIT "B-1"

DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEETS 11-12
FOR DETAILS



SCALE: 1" = 600'

LEGEND

NON-WETLAND

WETLAND

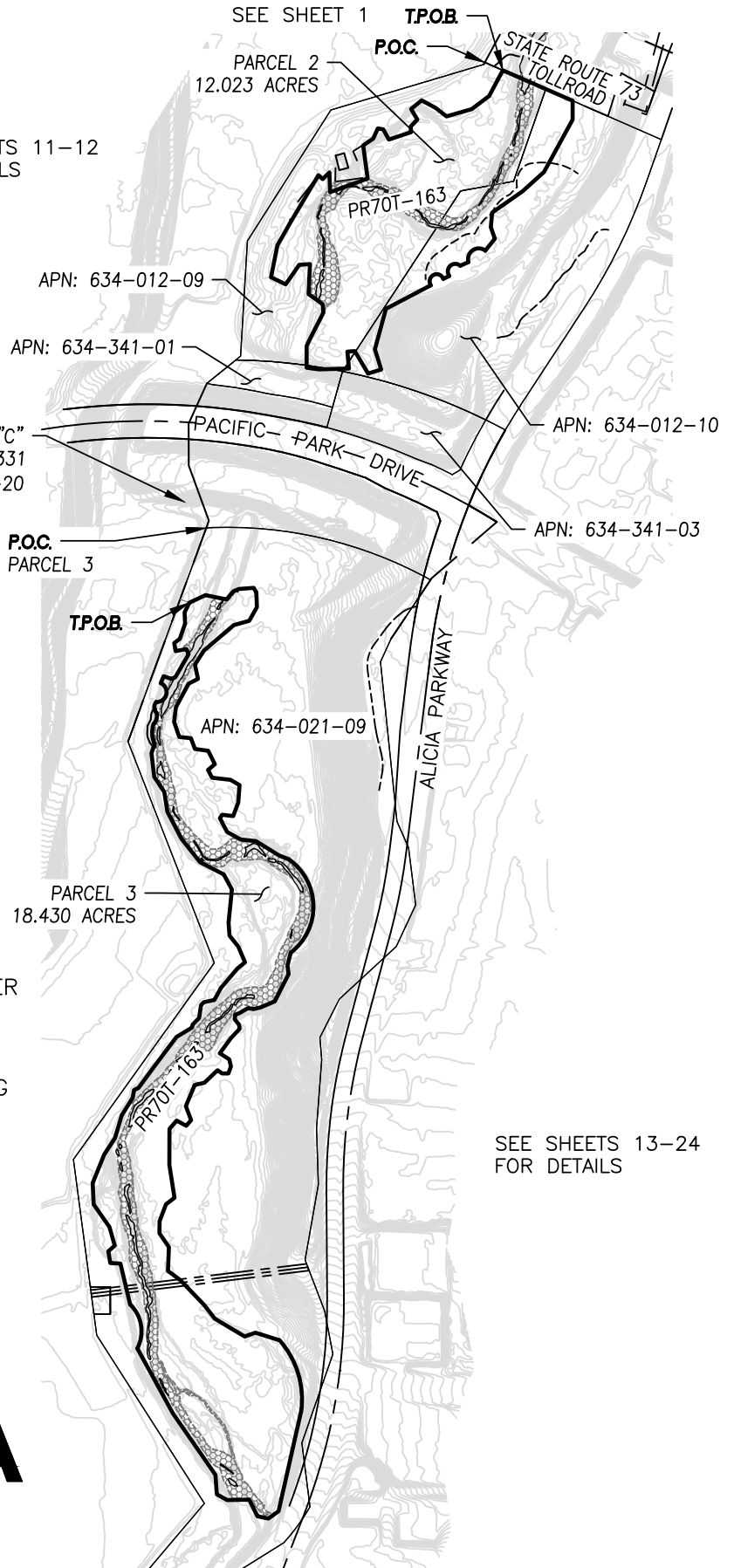
CENTERLINE

CREEK FLOWLINE

APN ASSESSOR PARCEL NUMBER

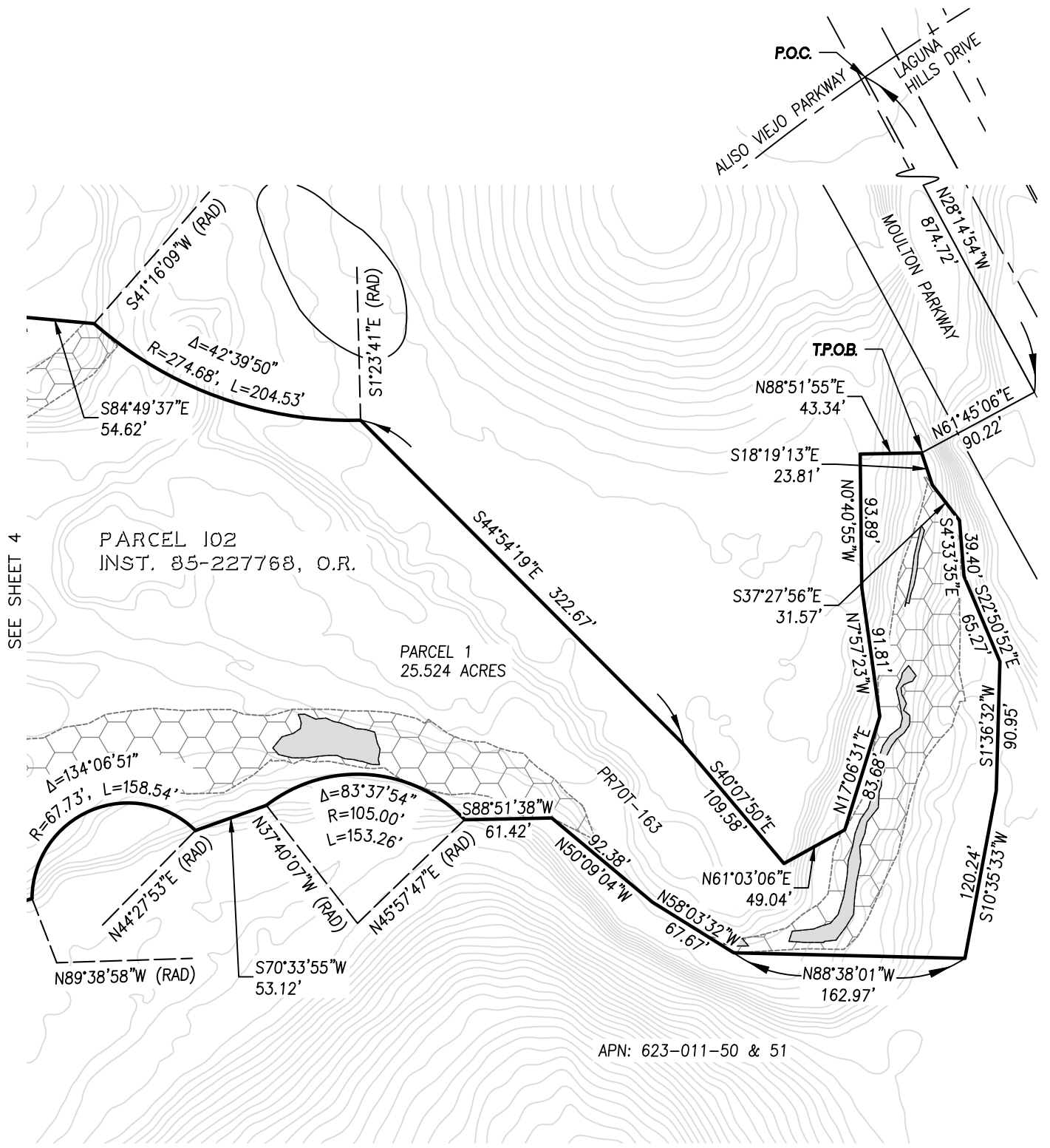
P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

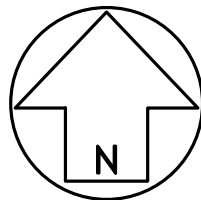


SEE SHEETS 13-24
FOR DETAILS

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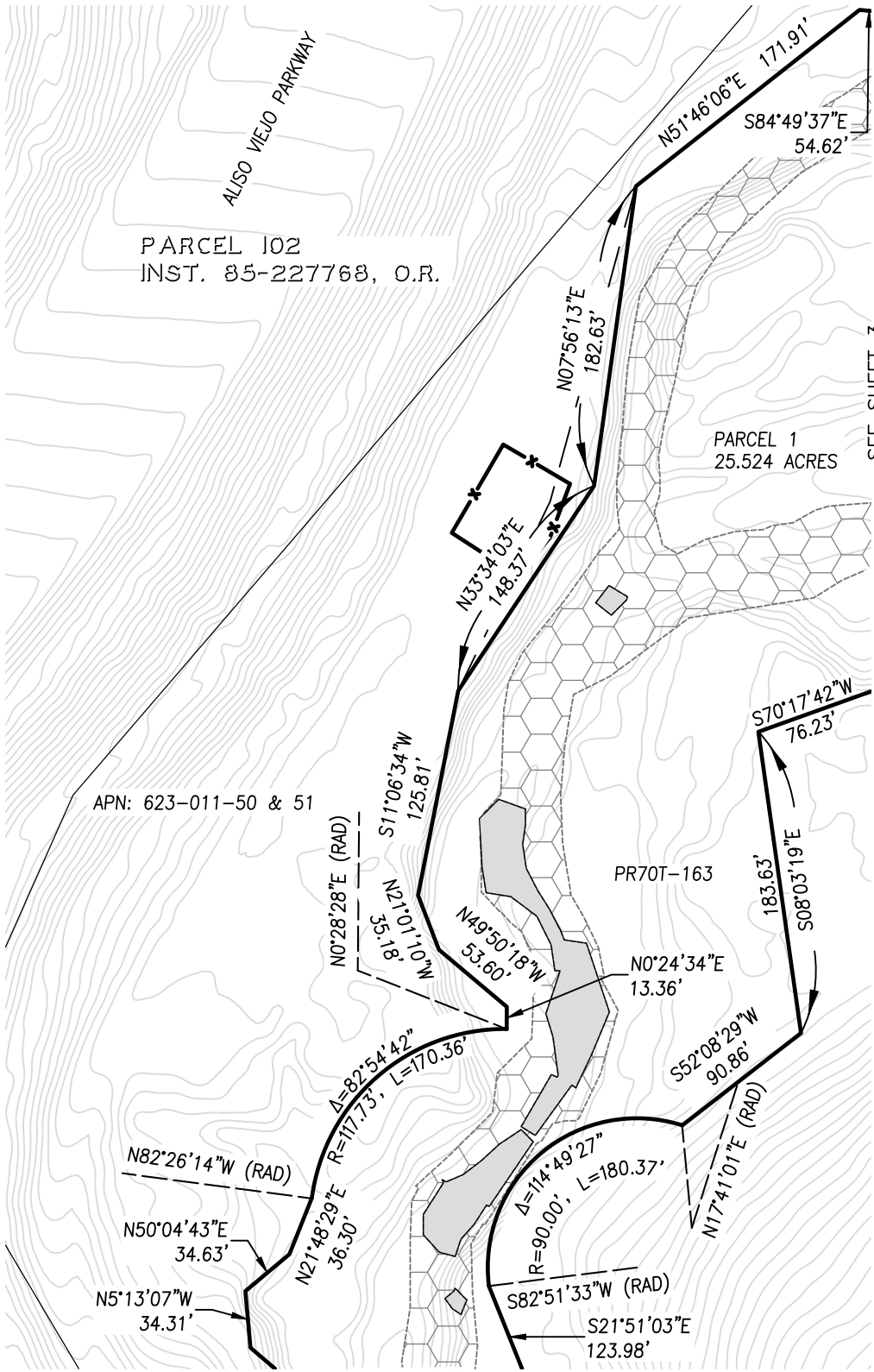


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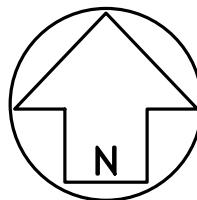


SCALE: 1" = 100'

EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

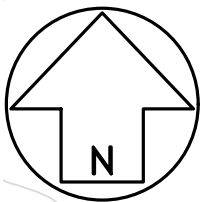
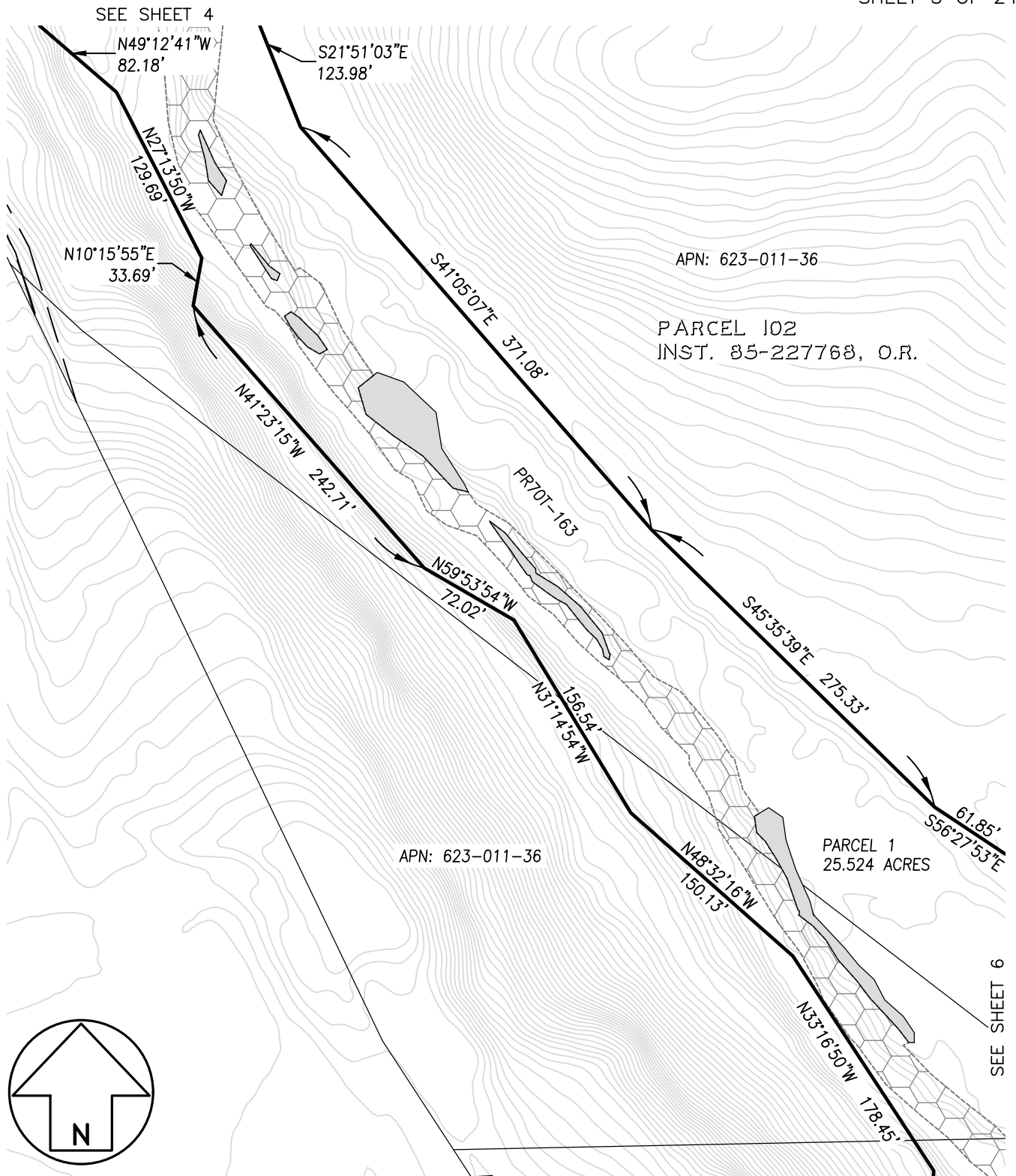


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SCALE: 1" = 100'

EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024



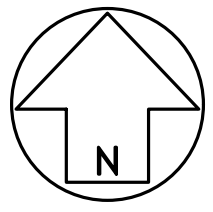
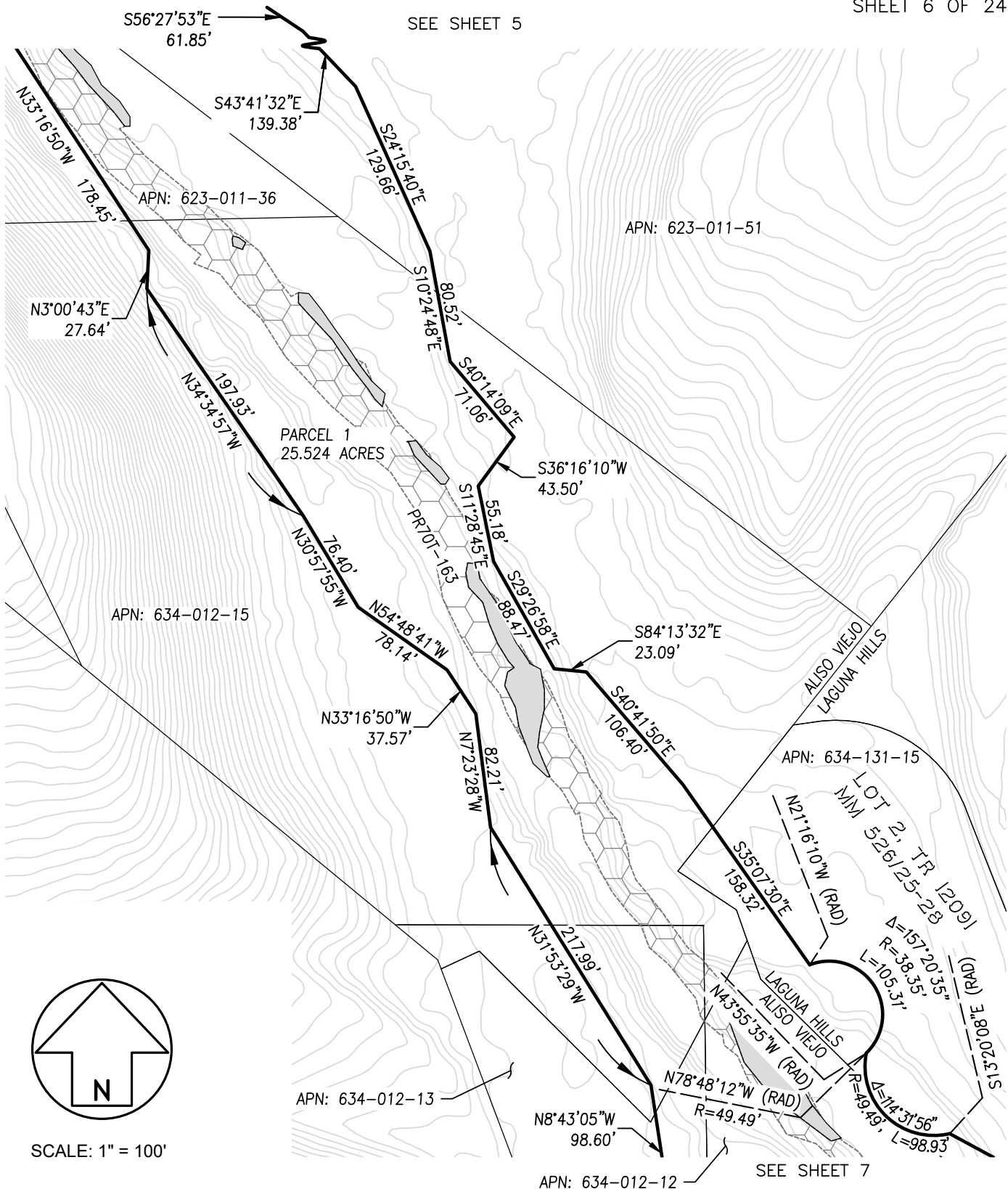
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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 5

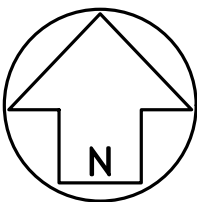
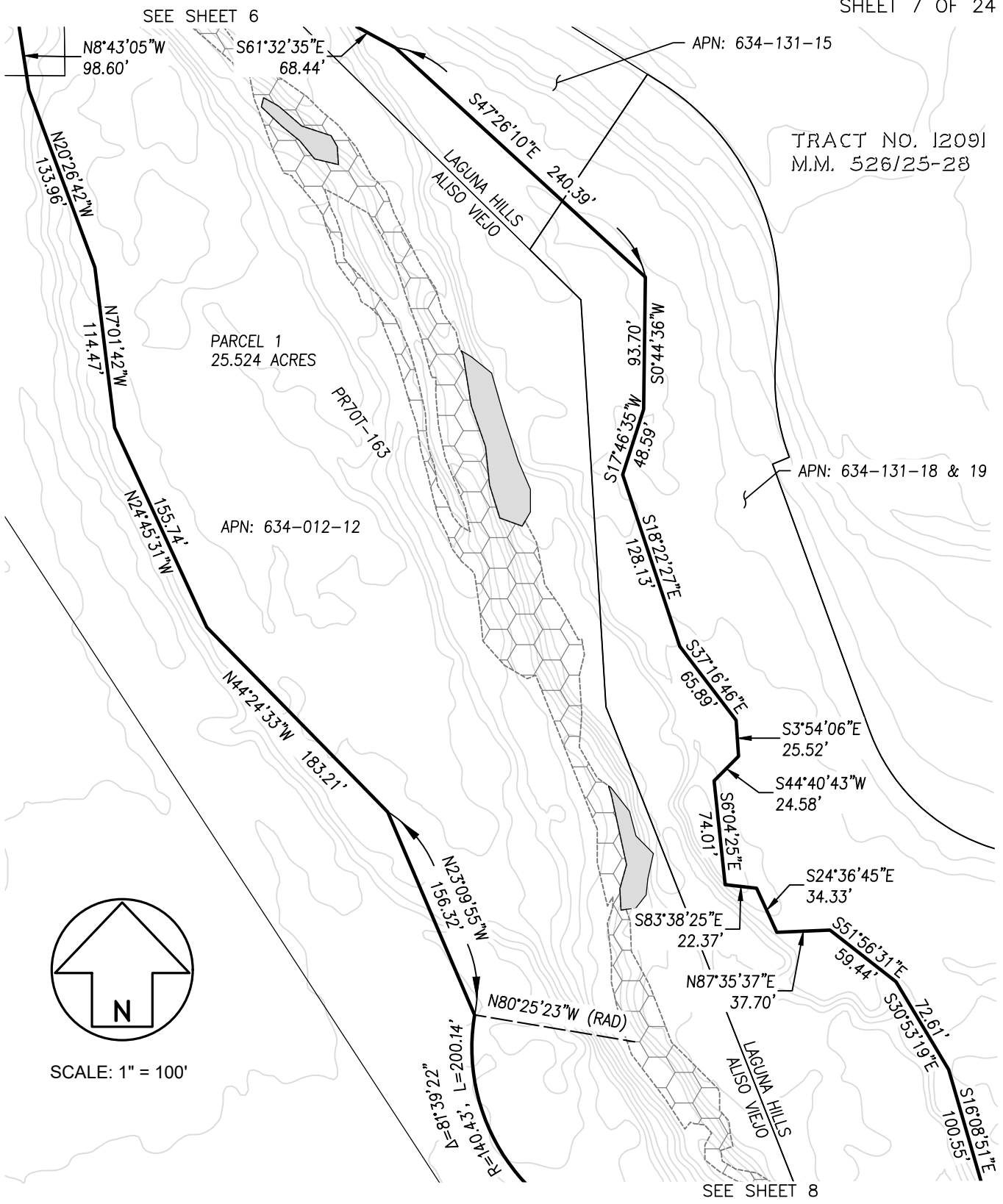


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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

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 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 7

SHEET 8 OF 24

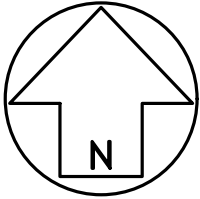
$\Delta=81^{\circ}39'22''$
 $R=140.43', L=200.14'$

$S65^{\circ}40'33''E$
44.02'

$S16^{\circ}08'51''E$
100.55'

APN: 634-131-18 & 19

LOT 3, TR 21091
M.M. 526/25-28



SCALE: 1" = 100'

APN: 634-012-12

$N43^{\circ}50'35''E$ 171.81'

$S12^{\circ}27'38''E$ (RAD)

$\Delta=151^{\circ}39'48''$, $R=118.99'$

$S33^{\circ}25'23''W$
92.13'

PARCEL 102
INST. 85-227768 O.R.

APN: 634-012-12

PARCEL 1
25.524 ACRES

PR701-163

$S42^{\circ}42'37''W$
48.20'

$S79^{\circ}44'16''E$ (RAD)

$\Delta=76^{\circ}17'40''$
 $R=380.78', L=507.04'$

SEE SHEET 9

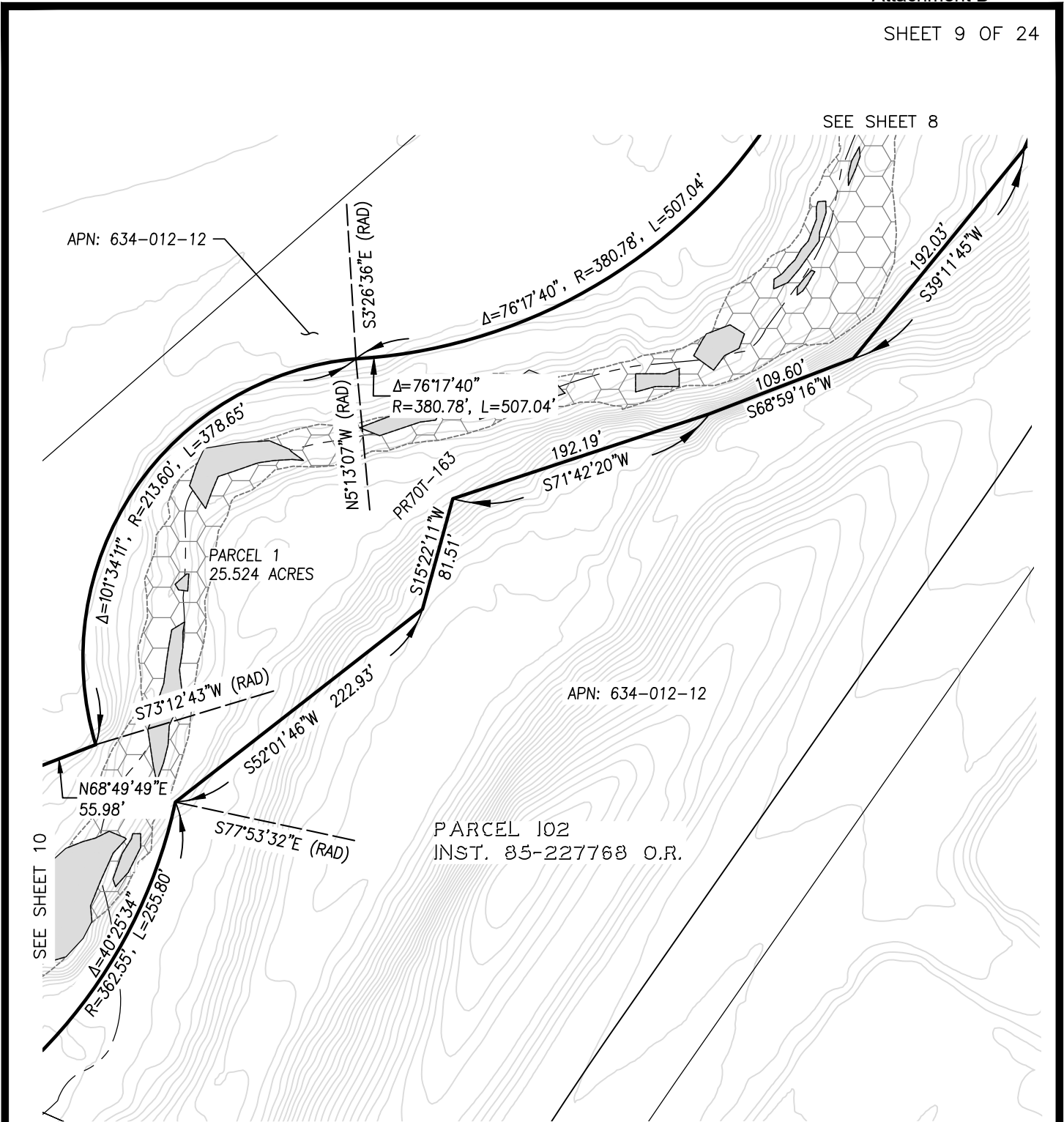
GUIDA

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IRVINE, CA 92602
949.777.2000
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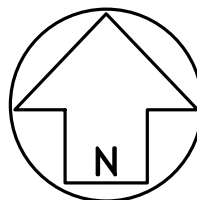
Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

EXHIBIT "B-1"

DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024



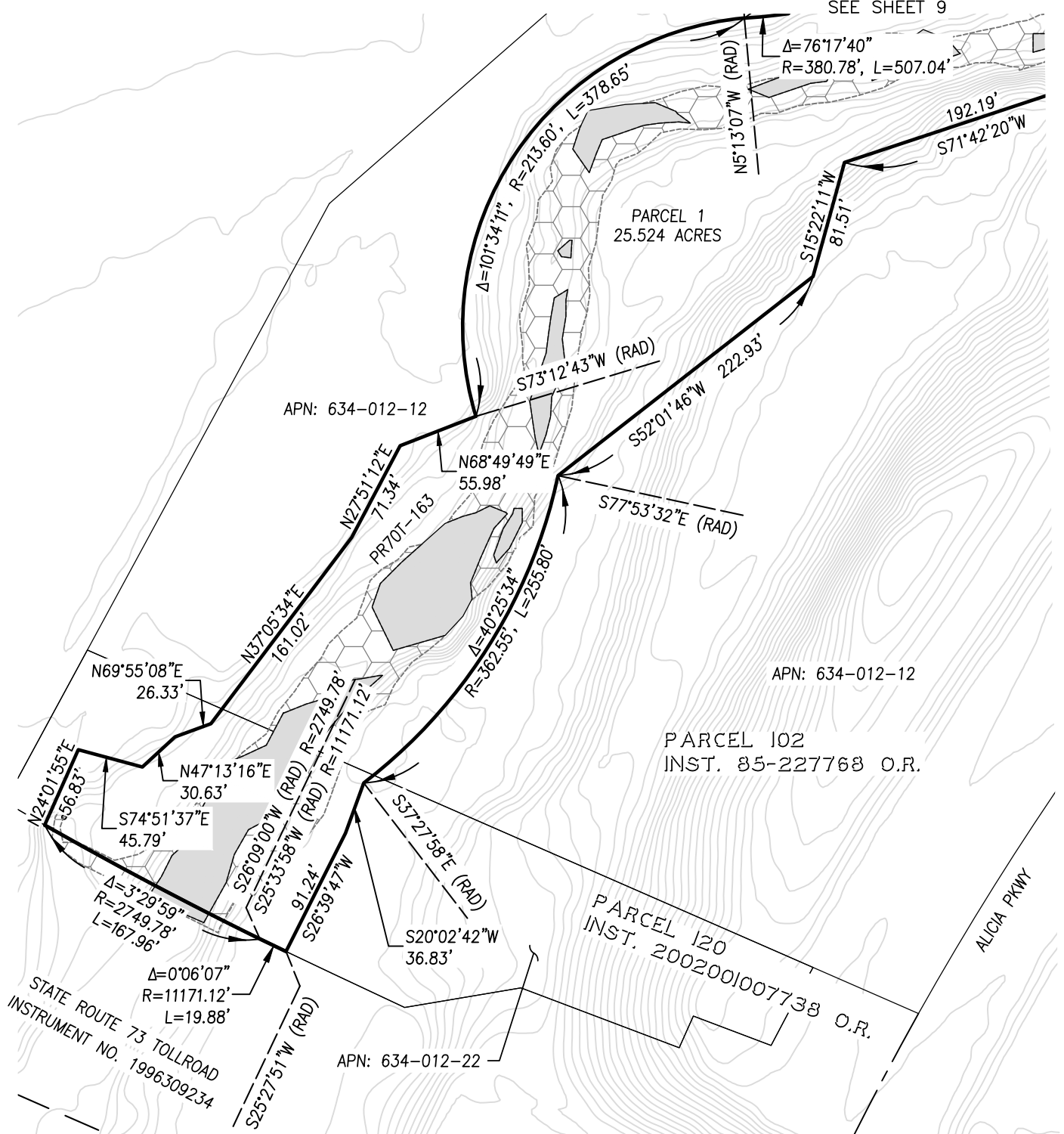
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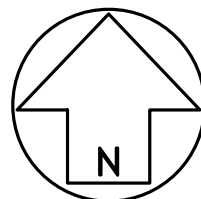
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EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 9

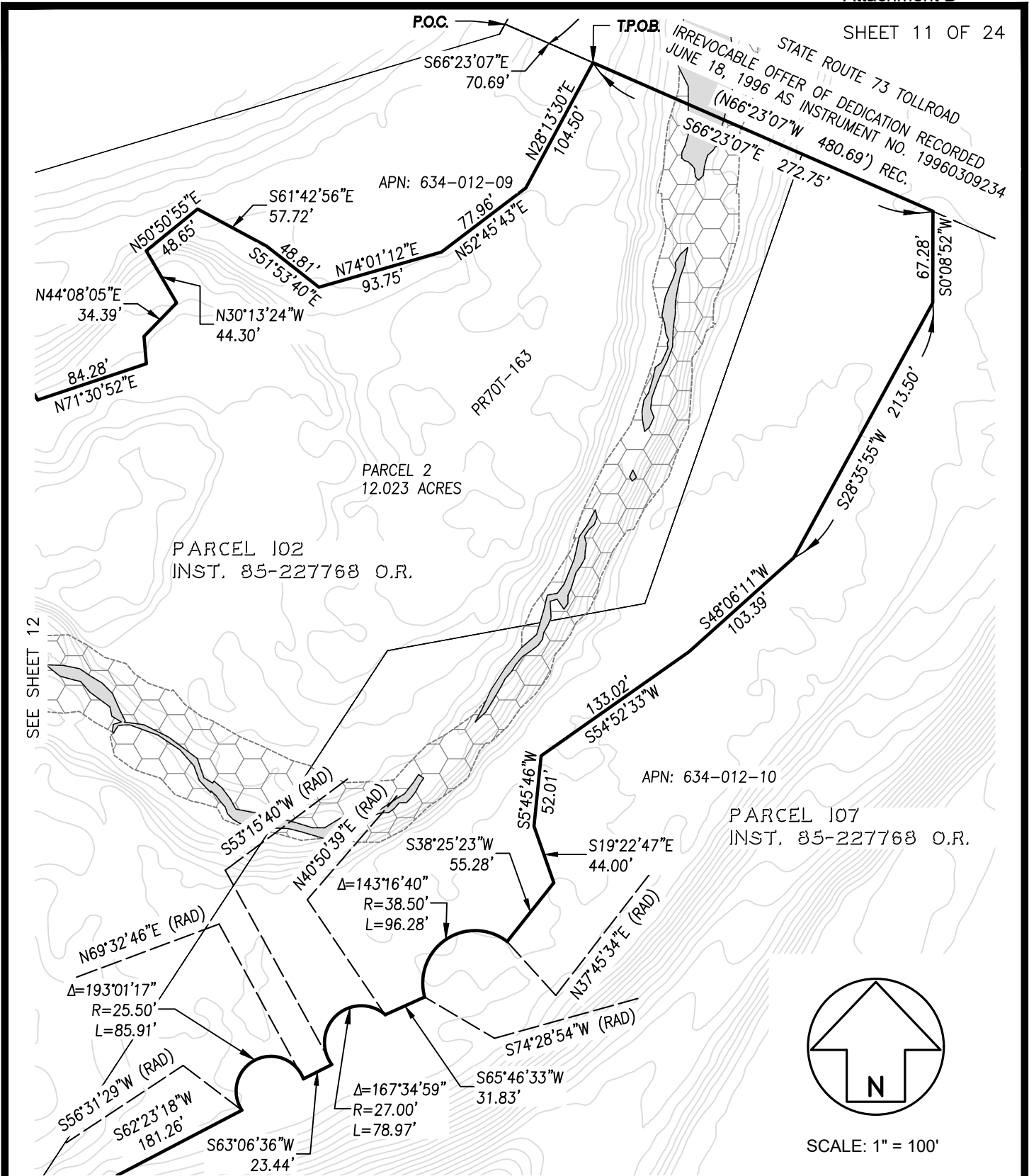


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SCALE: 1" = 100'

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 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024



SEE SHEET 12

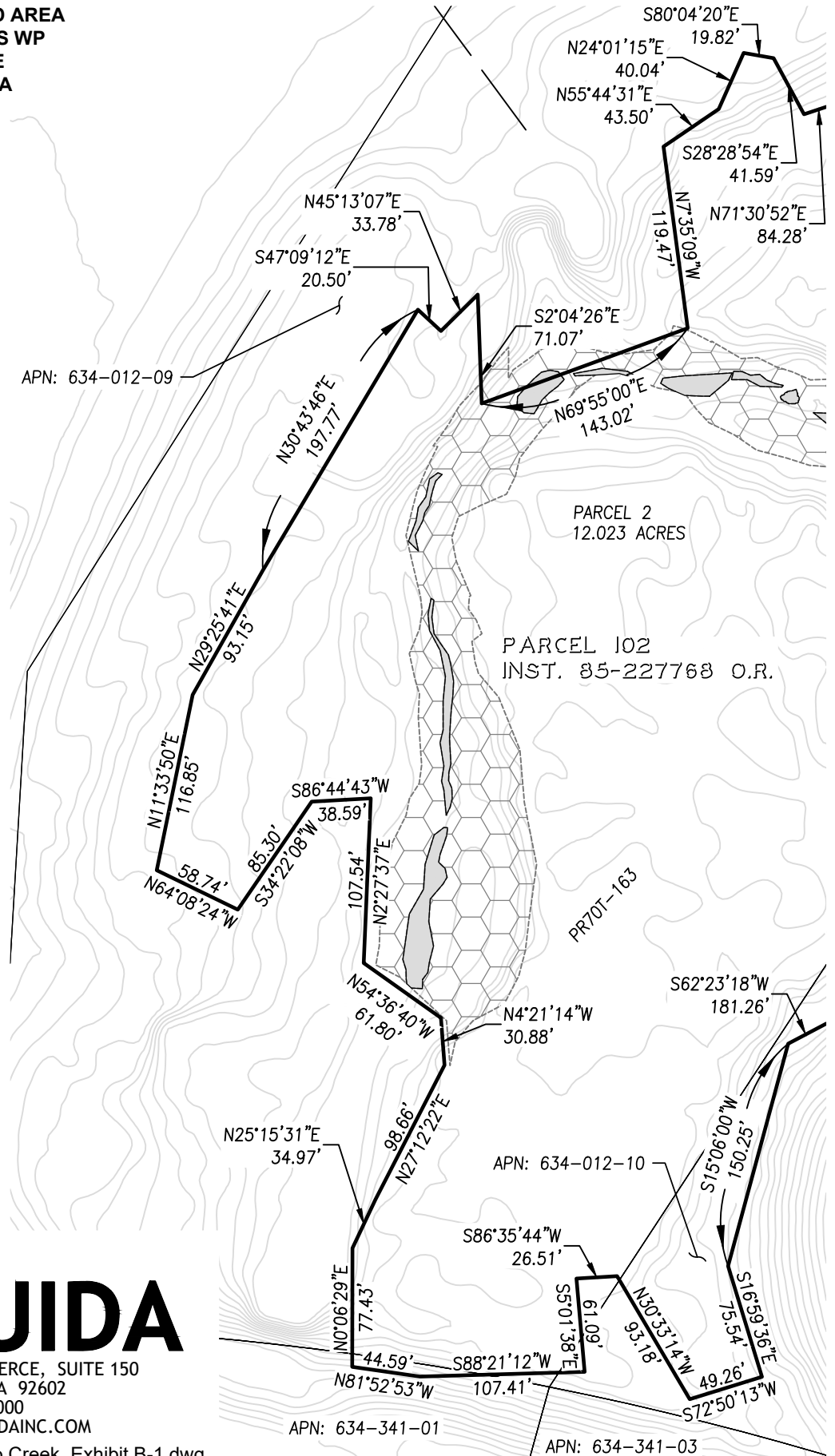
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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
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EXHIBIT "B-1"

DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024



APN: 634-012-09

PARCEL 2
12.023 ACRES

PARCEL 102
INST. 85-227768 O.R.

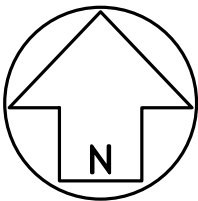
PR70T-163

APN: 634-012-10

APN: 634-341-01

APN: 634-341-03

SEE SHEET 11

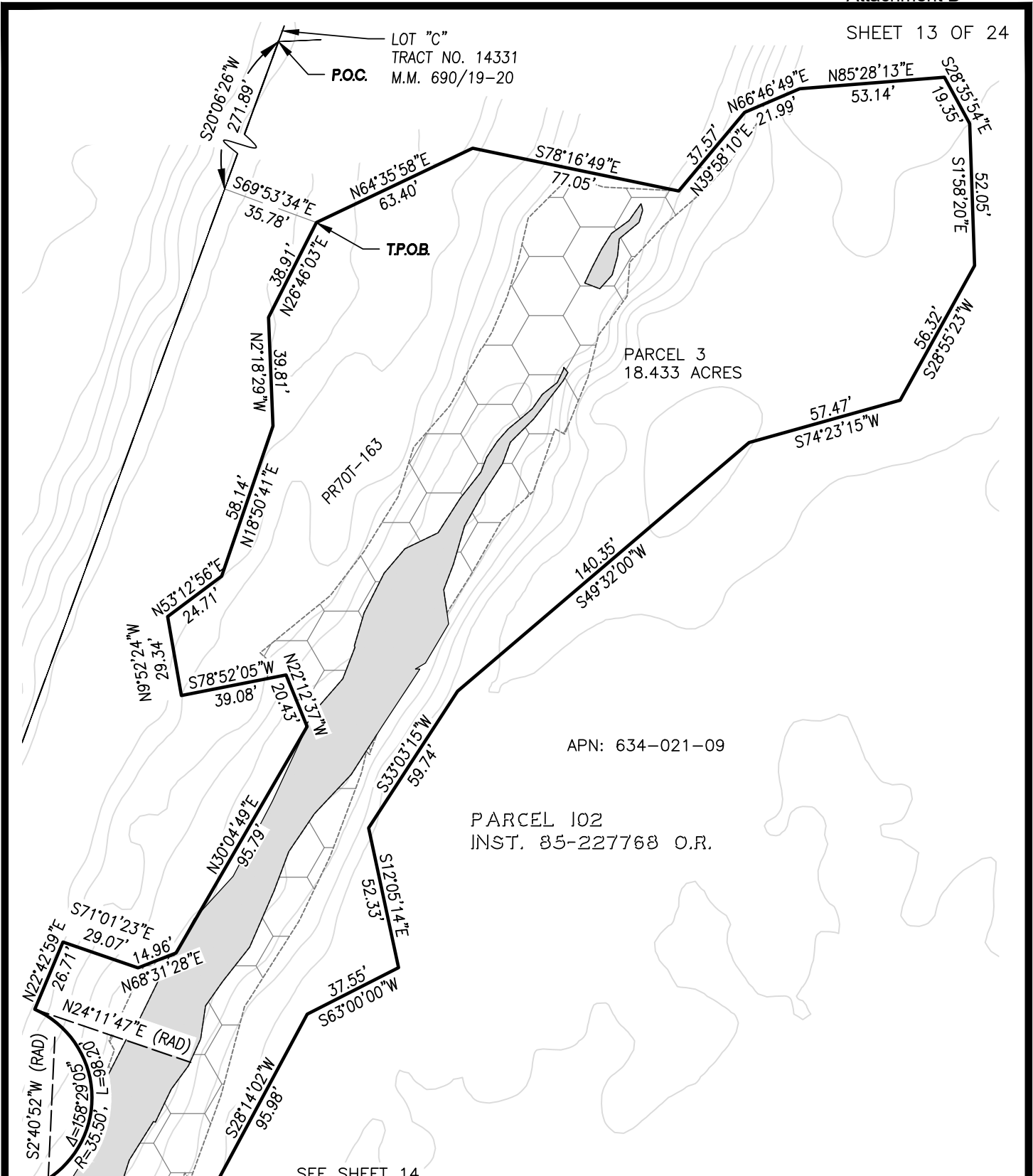


SCALE: 1" = 100'



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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg



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 949.777.2000
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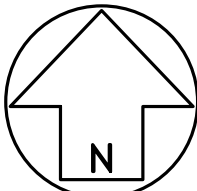
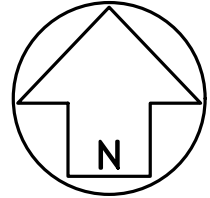


EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024



SCALE: 1" = 50'

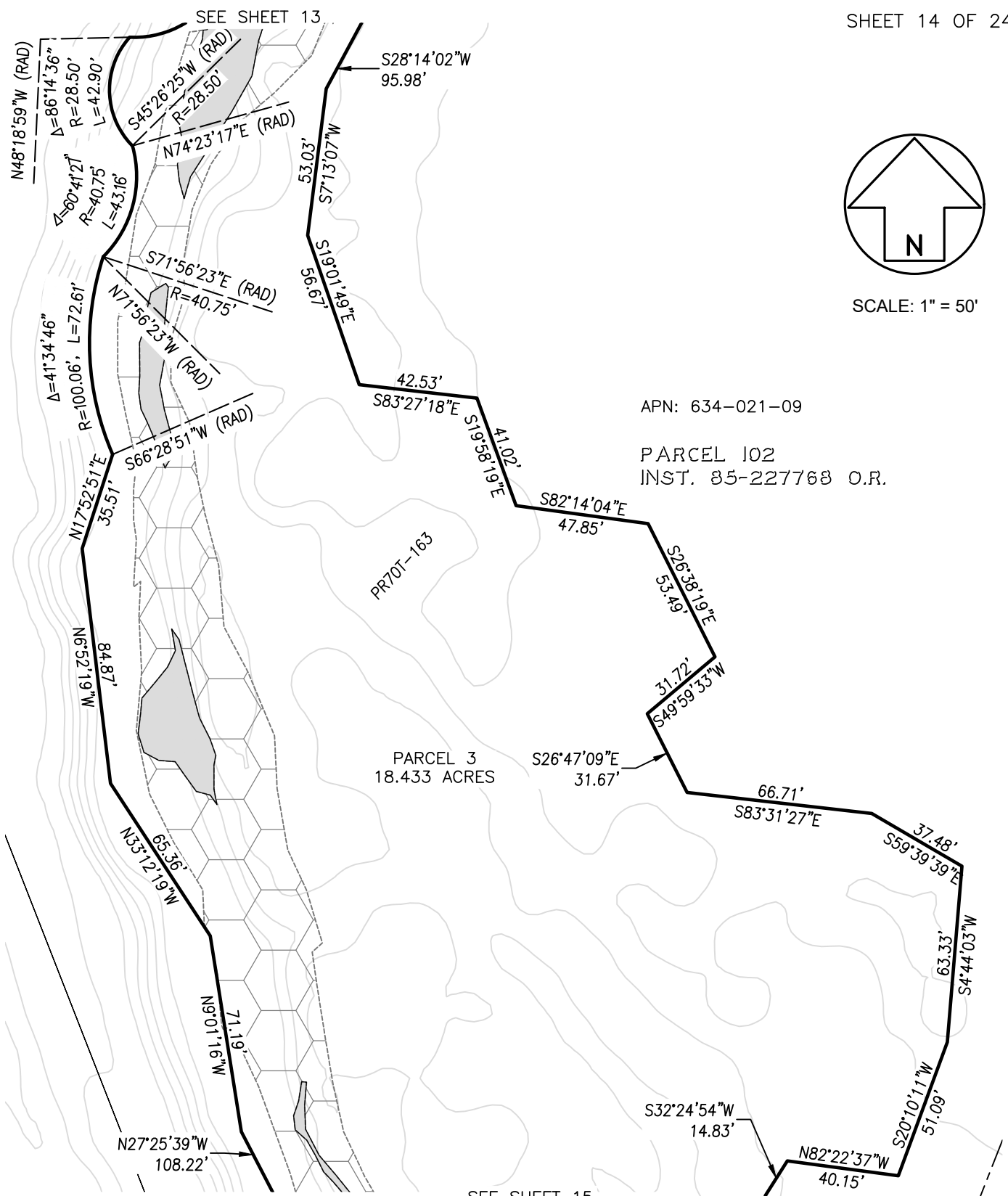
APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

PR70T-163

PARCEL 3
18.433 ACRES

SEE SHEET 15



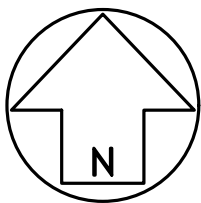
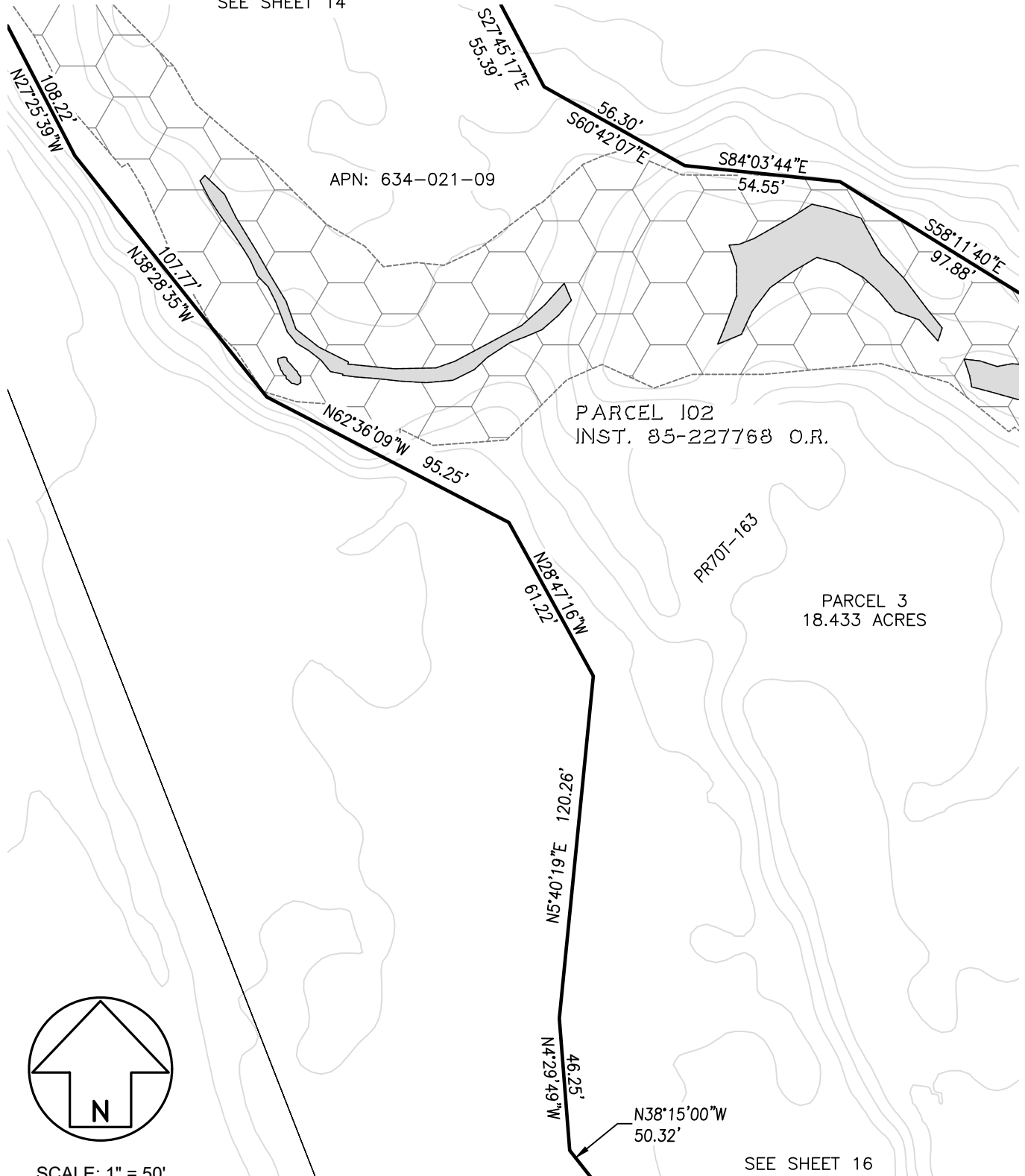
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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 14

SHEET 15 OF 24

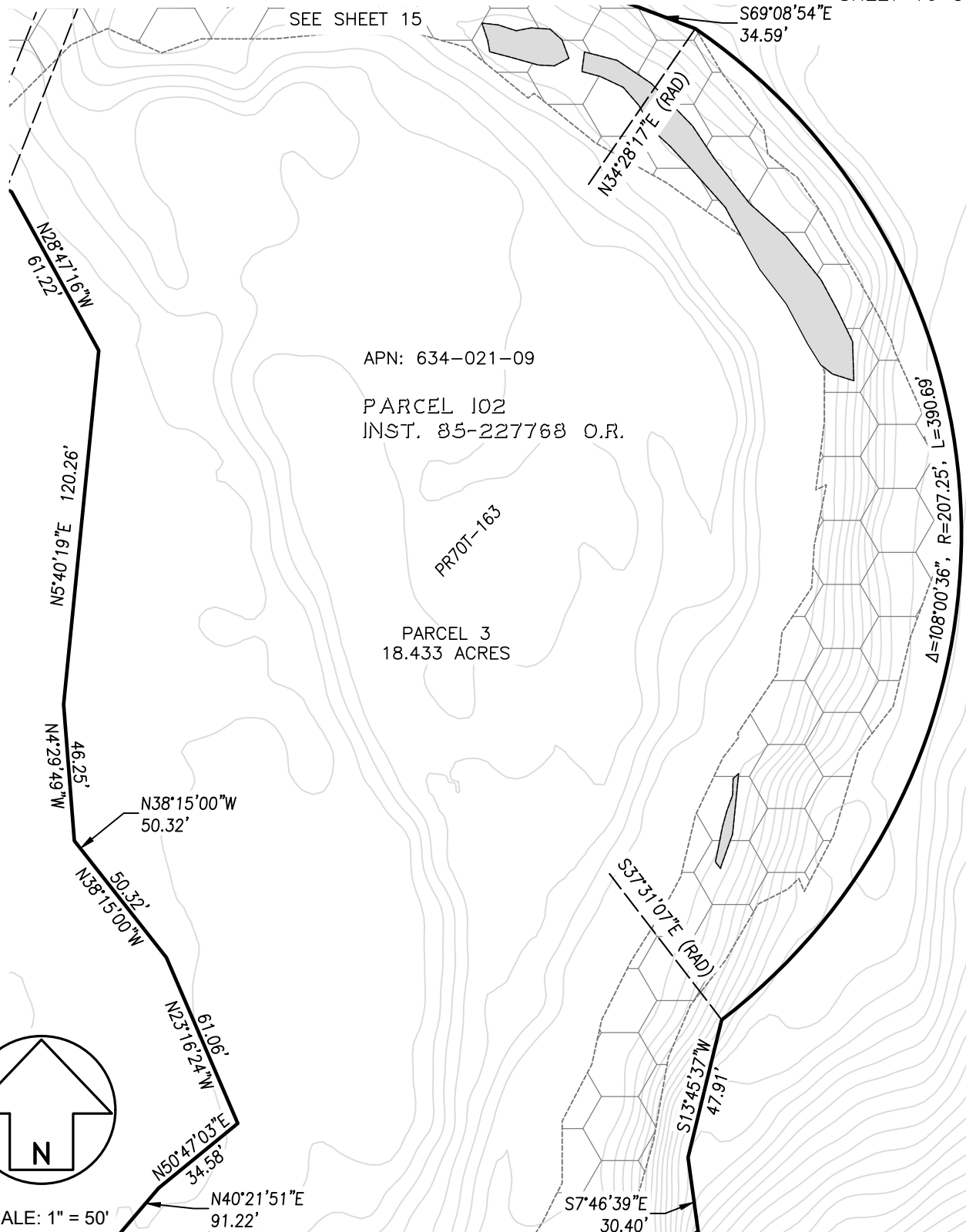


SCALE: 1" = 50'

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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024



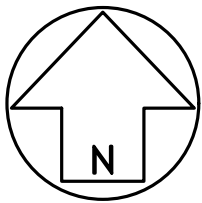
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PARCEL 102
INST. 85-227768 O.R.

PR70T-163

PARCEL 3
18.433 ACRES



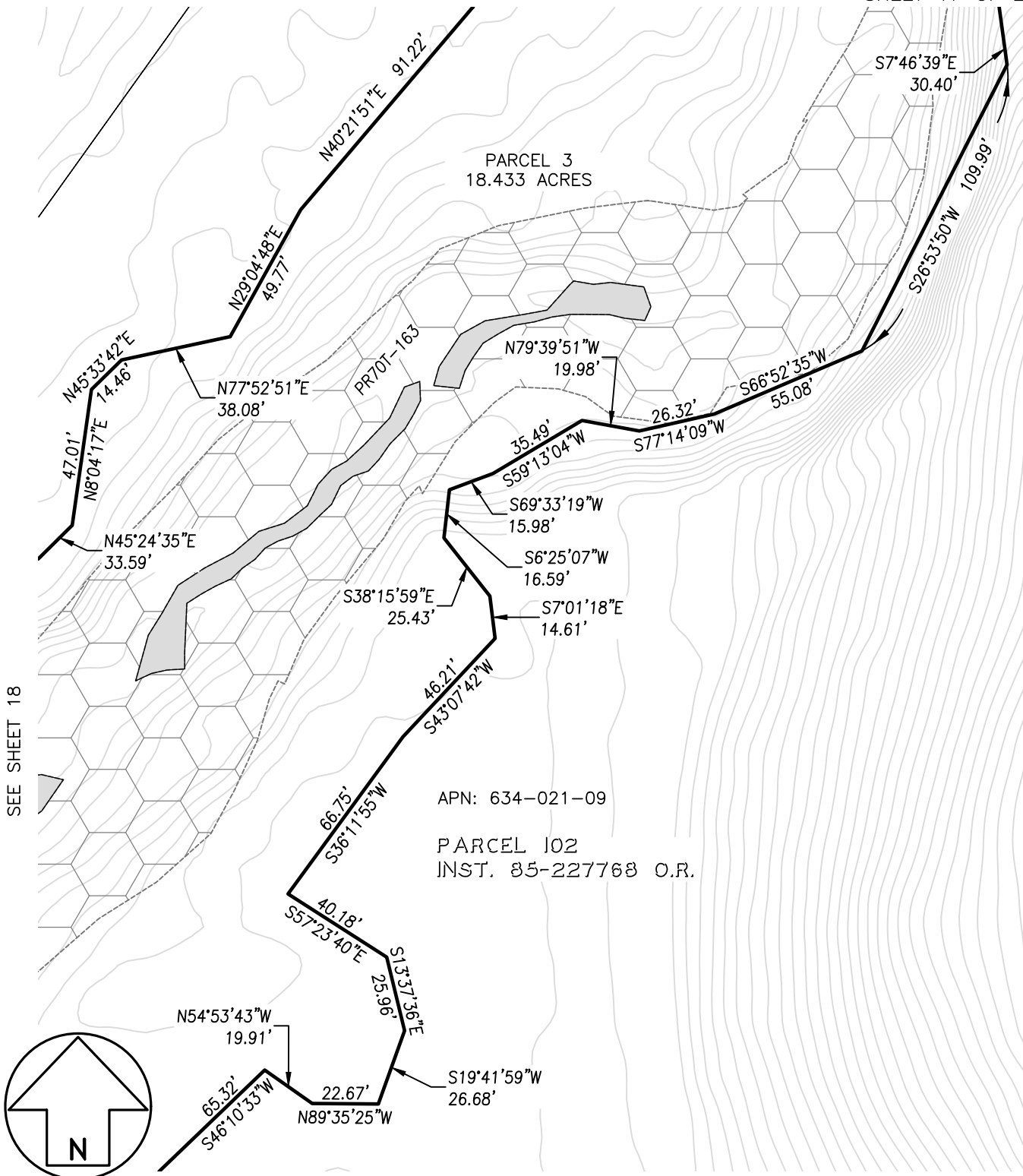
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SEE SHEET 17

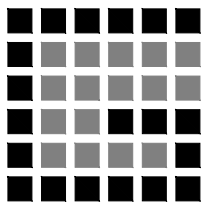
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 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024



SCALE: 1" = 50'

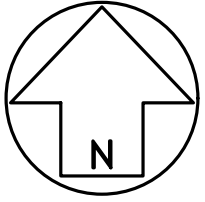


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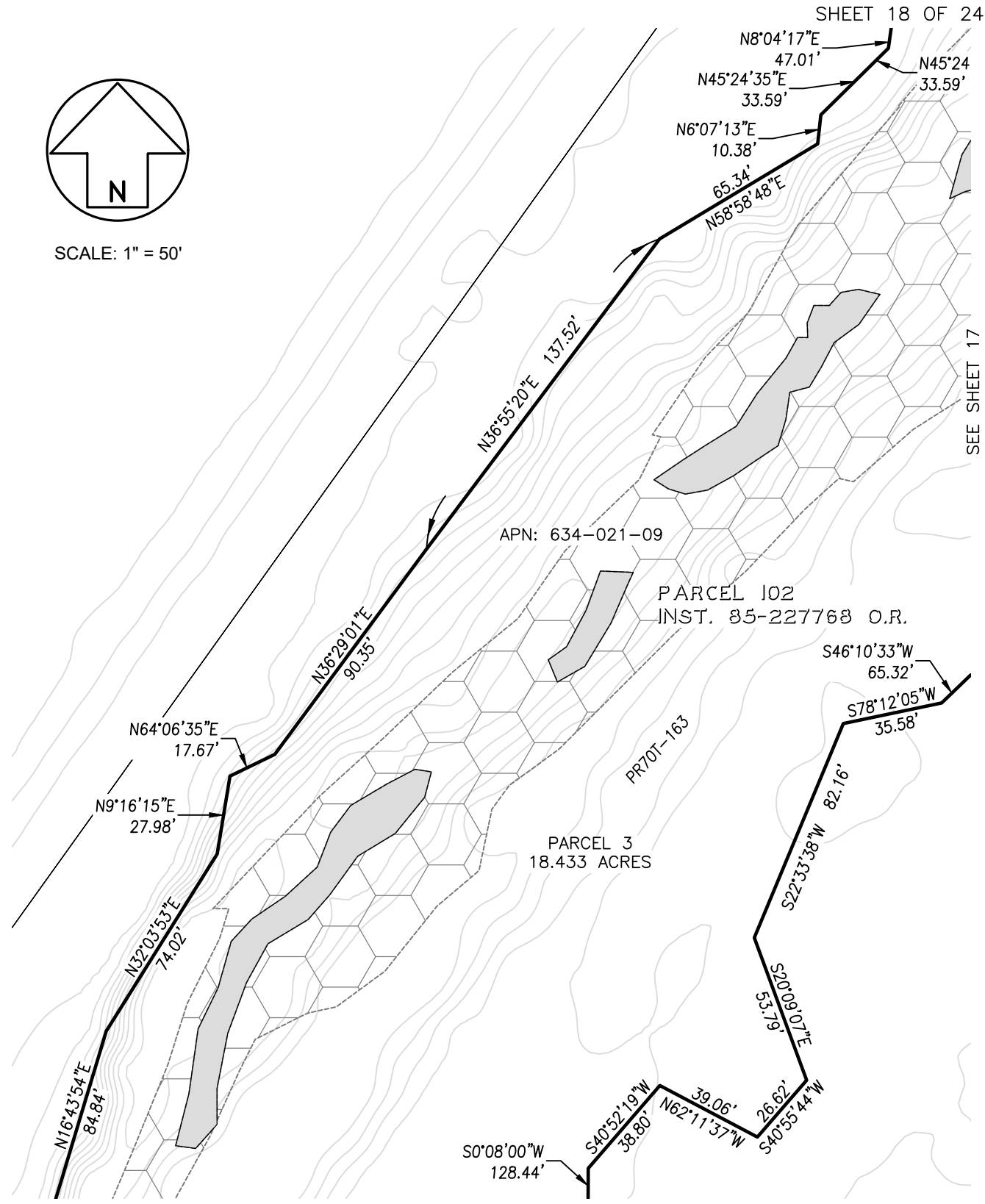
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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

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 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024



SCALE: 1" = 50'



SEE SHEET 17

SEE SHEET 19

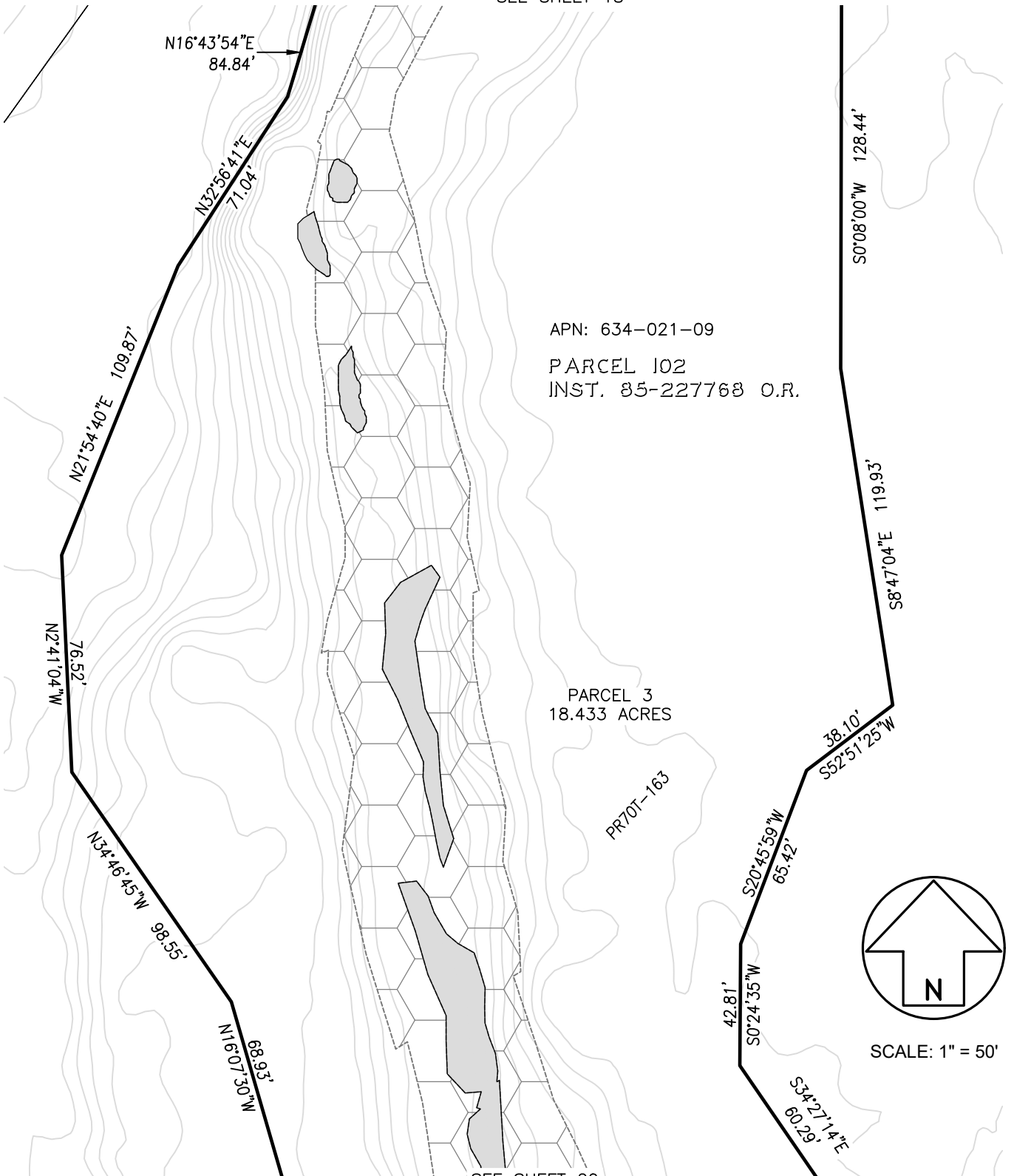
GUIDA
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 IRVINE, CA 92602
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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 18

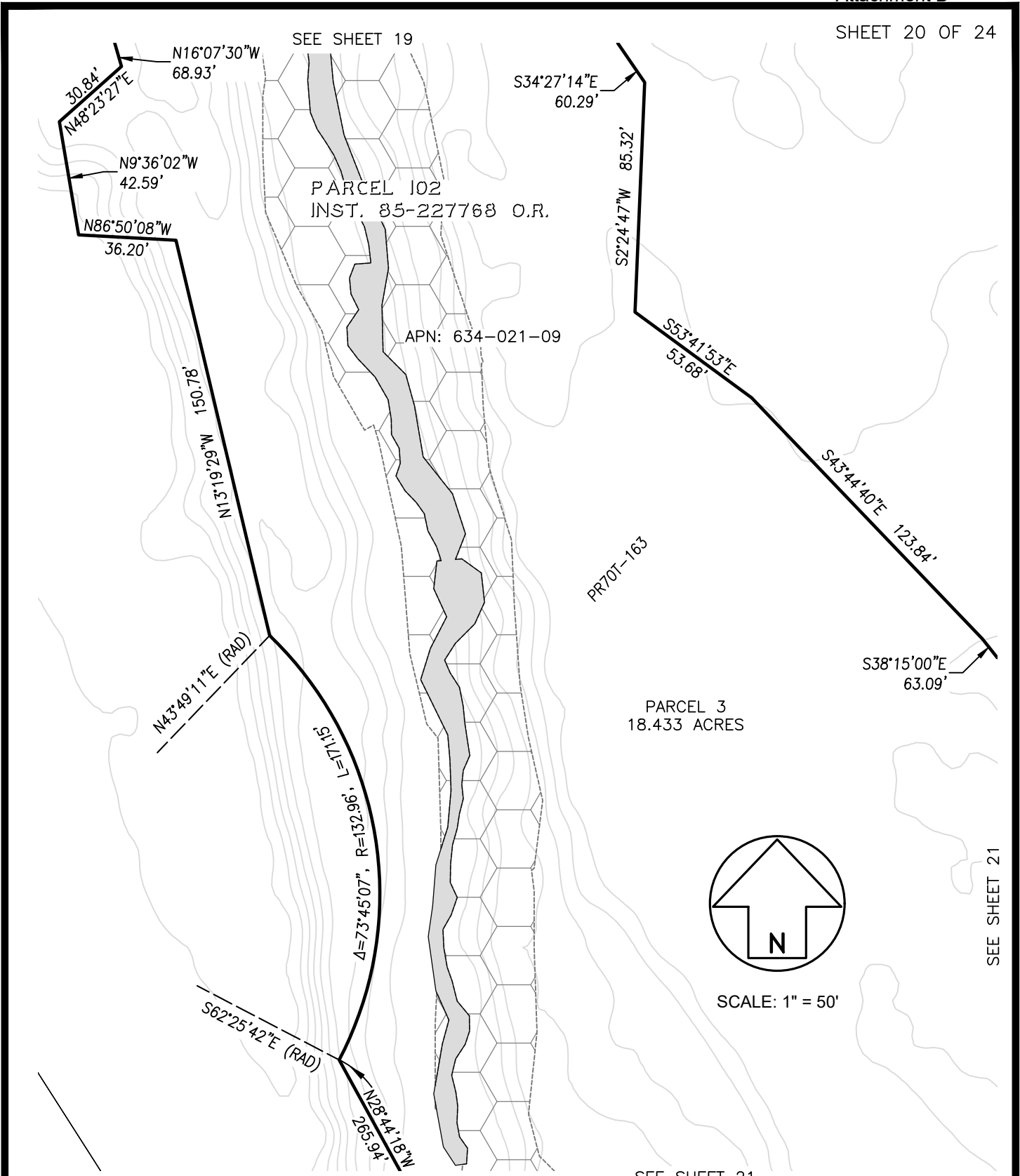
SHEET 19 OF 24



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 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024



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EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 20

SHEET 21 OF 24

PARCEL 102
INST. 85-227768 O.R.

APN: 634-021-09

PR707-163

PARCEL 3
18.433 ACRES

SEE SHEET 20

SEE SHEET 22

N28°44'18"W 265.94'

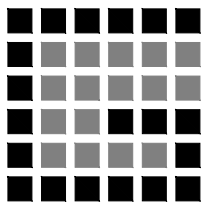
N34°44'39"W
266.87'

SEE SHEET 24

S38°15'00"E
63.09'

S38°15'00"E
63.09'

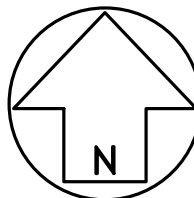
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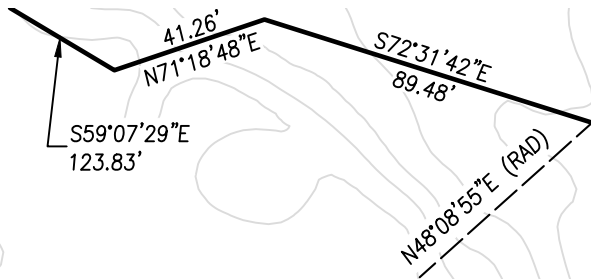
Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg



SCALE: 1" = 50'

EXHIBIT "B-1"
DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 21

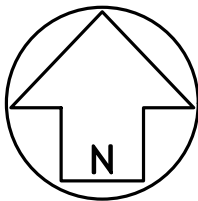
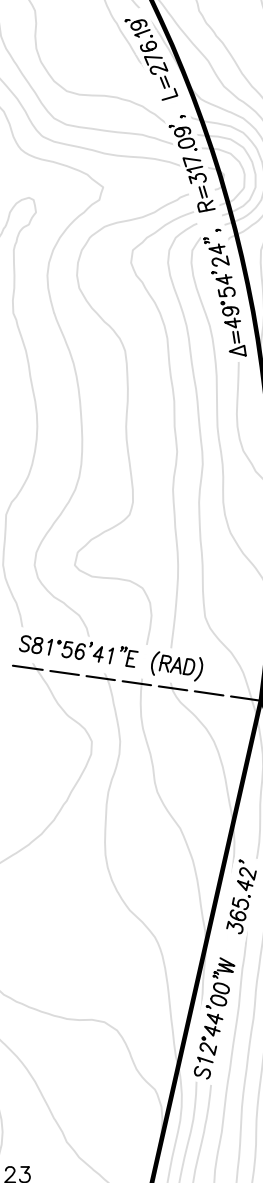


APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

PR701-163

PARCEL 3
18.433 ACRES



SCALE: 1" = 50'

SEE SHEET 23

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EXHIBIT "B-1"
DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

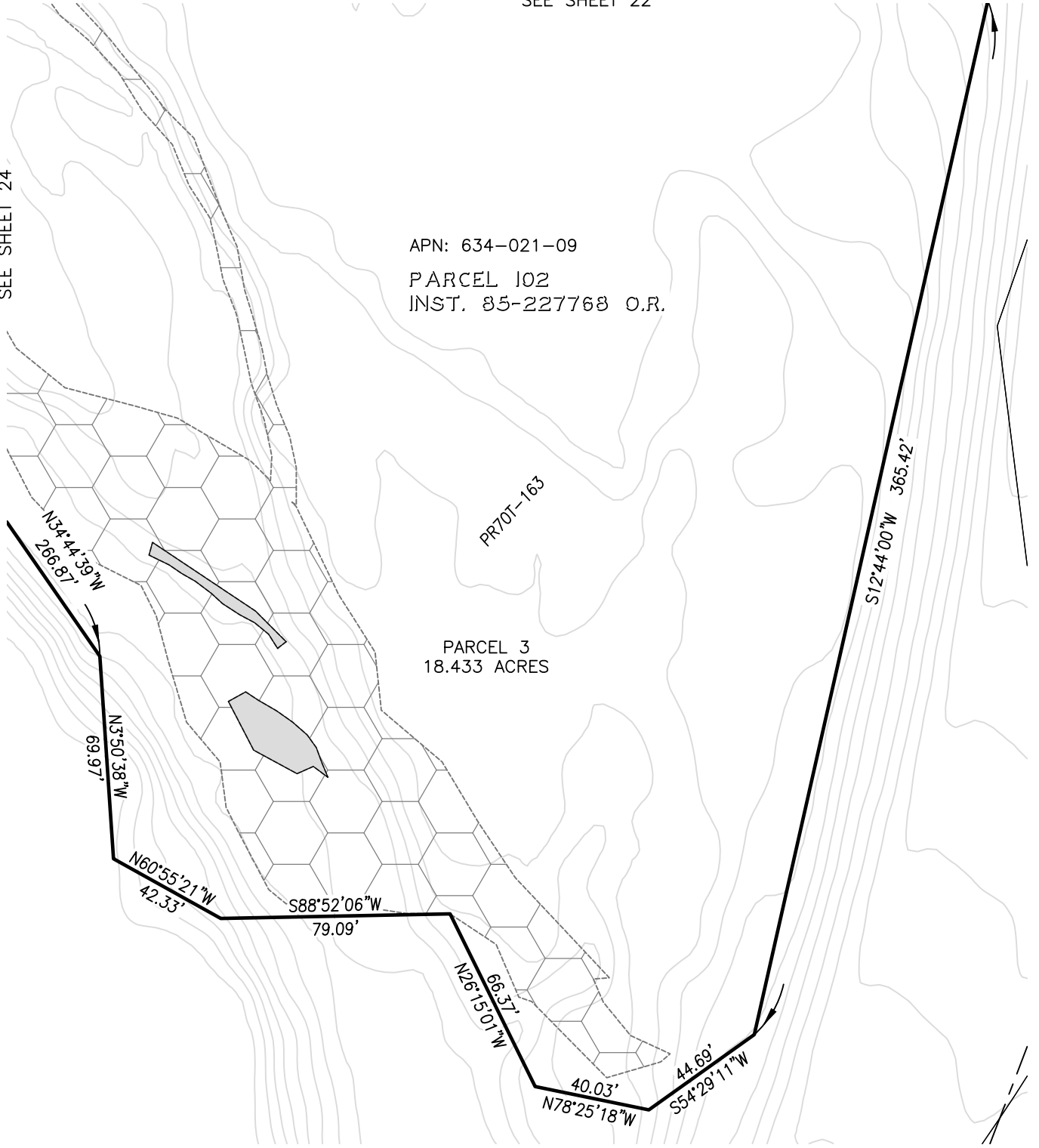
SEE SHEET 22

SEE SHEET 24

APN: 634-021-09
PARCEL 102
INST. 85-227768 O.R.

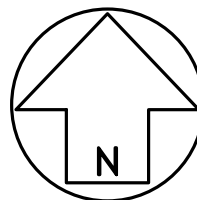
PR70T-163

PARCEL 3
18.433 ACRES




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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg



SCALE: 1" = 50'

EXHIBIT "B-1"
DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 21

APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

PARCEL 3
18.433 ACRES

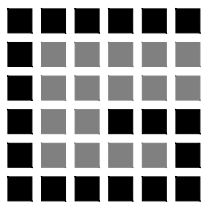
PR70T-163

N34°44'39"W
266.87'

N34°44'39"W
266.87'

N34°44'39"W
266.87'

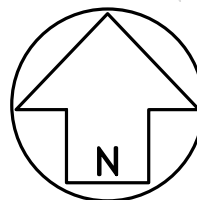
SEE SHEET 23



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949.777.2000
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Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg



SCALE: 1" = 50'

EXHIBIT "B-1"
DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

EXHIBIT C

APPROVED

Attachment B

By Regulatory Division Veronica Li at 11:35 am, Nov 02, 2017

HABITAT MITIGATION & MONITORING PLAN



LAGUNA CANYON
FOUNDATION



Invasive *Arundo donax* | Aliso Creek

OCTA MEASURE M - ALISO CREEK ALISO VIEJO, CALIFORNIA

aliso and wood
canyons
wilderness park

Aliso Viejo - Laguna Niguel - Laguna Beach, Orange County, California

September 2017

Laguna Canyon Foundation
384 Legion Street
Laguna Beach, CA 92651

1.0 Introduction

Preparation and proposed implementation of the Aliso Creek Habitat Mitigation and Monitoring Plan (Aliso Creek HMMP) is being funded by the Orange County Transportation Authority (OCTA) Measure M2 Program. As the permittee, OCTA is responsible for ensuring the satisfactory completion of all commitments in this plan necessary to obtain sign off from the regulatory and resource agencies. Successful implementation of the Aliso Creek HMMP could provide compensatory mitigation for some of the County-wide transportation improvements performed as part of the Measure M2 Program approved by voters in 2006. OCTA is responsible for implementation of the HMMP. OCTA intends to transfer long term management responsibilities to Orange County (OC) Parks, a division of the OC Community Resources Department, subject to prior review and approval of the Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), United States Fish and Wildlife Service (USFWS), and California Department of Fish and Wildlife (CDFW). OCTA is funding and is under contract with the Laguna Canyon Foundation (LCF) to implement the habitat restoration and enhancement project (HMMP project). Implementation of the Aliso Creek HMMP will remove approximately 30 acres of invasive species (30 acre removal area is noted in Figure 7, Invasive Species Map), particularly arundo or giant reed (*Arundo donax*), in restoring (rehabilitating¹) and enhancing 55 acres (see Figure 11, Target Vegetation Map) of riparian and adjacent transitional habitat along a critical portion of Aliso Creek that has become substantially degraded by heavy arundo infestation. The HMMP project would provide substantial benefits to regionally-important biological resources, as well as a number of non-biological benefits including enhanced public access and open space viewshed preservation. The HMMP project will adhere to best-practices widely used in restoration ecology, as well as to the requirements stipulated in the *OCTA Measure M2 Environmental Mitigation Program Restoration Funding Guidelines*².

The HMMP project builds on a multi-year effort being led by LCF and its partners to restore the Aliso Creek watershed from its headwaters to its ocean outflow at Aliso Beach. The HMMP project boundaries extend downstream of Moulton Parkway to approximately 500 feet downstream of the Avila Road intersection with Alicia Parkway in Aliso and Wood Canyons Wilderness Park (AWCWP). This is a key reach of Aliso Creek for invasive plant removal, as three other concurrent efforts upstream and downstream of the proposed rehabilitation and enhancement project will simultaneously remove invasive species throughout the entire watershed. The HMMP

¹ Rehabilitation is one of two forms of restoration recognized by the ACOE and the U.S. EPA in regulations promulgated in 2008, with the other being re-establishment (33 CFR Part 332, 40 CFR Part 230). As defined in the regulations, rehabilitation results in a gain in aquatic resource functions (and usually to a broad suite of functions – in contrast to enhancement), but it does not result in a gain in aquatic resource area.

² This document was developed by OCTA to assist the restoration project sponsors/local entities to better understand the specific technical needs of the OCTA funded restoration projects, and was developed in cooperation with the United States Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), and the Army Corps of Engineers (ACOE).

project site follows Aliso Creek's linear meander for approximately 1.5 miles. GIS mapping has determined approximately 30 acres (100% density) of arundo is present in the 55-acre HMMP project area, in addition to other non-native species including but not limited to eucalyptus (*Eucalyptus globulus labill.*), black mustard (*Brassica nigra*), and Italian thistle (*Carduus pycnocephalus*).

Apart from its high levels of invasive species, the HMMP project site also comprises a broad range of native habitat, including willow scrub, riparian woodland, and mulefat scrub. This diverse habitat supports the presence of several sensitive species, including, southwestern pond turtle (*Clemmys marmorata pallida*) and coastal California gnatcatcher (*Polioptila californica*). Recent surveys have documented least Bell's vireo (*Vireo bellii pusillus*) within the HMMP project site; however 2014 surveys conducted utilizing USFWS Section 10(a)(1)(A) permit protocols did not document the presence of this species.

The HMMP project will be funded by OCTA and implemented by LCF and/or a designated contractor. The County of Orange is the existing landowner and will continue to be with management of the site being conducted by OC Parks, consistent with the site's location within AWCWP. The primary aim of restoration and enhancement activities within the HMMP project site will be the removal of non-native plants across the entire restoration and enhancement area, followed by the planting and natural recruitment of native species to establish a more diverse habitat structure conducive to supporting an array of native plants and wildlife. As discussed below, arundo has helped confine Aliso Creek flows to an incised primary channel, and removal of this species would allow for the creek to reclaim access to historic secondary channels along certain portions of the broader floodplain, which would provide ecological benefits to a broader suite of riverine functions. Though arundo removal cannot fully restore natural hydrologic regimes due to urban runoff-related dncutting also playing a significant role in the incised channel, arundo removal will nonetheless provide substantial improvements to creek habitat and hydrology. Considerable focus will be placed on the restoration and enhancement of suitable habitat for sensitive species occurring, or with the potential to occur on-site, such as least Bell's vireo and southwestern pond turtle.

EXHIBIT D

FINAL

**LONG-TERM MANAGEMENT PLAN
FOR
ALISO CREEK MITIGATION SITE**



August 2024

Prepared for:

**Orange County Transportation Authority
600 South Main Street, 9th Floor
Orange, California 92868
Contact: Lesley L. Hill
Telephone: (714) 560-5759**

Prepared by:

**Glenn Lukos Associates
1940 E Deere Avenue, Suite 250
Santa Ana, California 92705
Contact: Lexi Kessans
Telephone: (949) 837-0404**

EXHIBIT E

ALISO and WOOD CANYONS WILDERNESS PARK

RESOURCE MANAGEMENT PLAN



EXHIBIT F



Commonwealth Land Title Company
4400 MacArthur Blvd., Suite 800
Newport Beach, CA 92660
Phone: (949) 724-3140

Guida Surveying, Inc.
3536 Concours Suite 201
Ontario, CA 91764

Our File No: 92023684
Title Officer: Chris Maziar
e-mail: TeamMaziar@cltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Attn: **Jonathon Correa**

Your Reference No: Aliso Creek Preserve

Property Address: No Situs, Aliso Viejo, CA

PRELIMINARY REPORT (V1)

Dated as of July 29, 2024 at 7:30 a.m.

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

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

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

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

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

Order No: 92023684-920-CMM-CM8

PRELIMINARY REPORT

EFFECTIVE DATE: July 29, 2024 at 7:30 a.m.

ORDER NO.: 92023684-920-CMM-CM8

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

CLTA Standard Coverage Owner's Policy (2-4-22)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Estate

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

City of Aliso Viejo, a municipality corporation, as to Lot A of Parcel E;

County of Orange, a political subdivision of the State of California, as to the remainder

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

Order No: 92023684-920-CMM-CM8

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ALISO VIEJO AND LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

THOSE PORTIONS OF THE NIGUEL RANCHO, AS SHOWN ON A MAP RECORDED IN [BOOK 2, PAGES 230](#) AND 231 OF PATENTS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTION 3 AND FRACTIONAL SECTIONS 4, 9 AND 10, TOWNSHIP 4 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF ALISO VIEJO AND LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PARCEL NO. 102 DESCRIBED BY THAT CERTAIN RESOLUTION RECORDED JUNE 21, 1985 AS [INSTRUMENT NO. 85-227768 OF OFFICIAL RECORDS](#).

[APN: 623-011-36](#), 50, 51; 634-012-09, 12, 13, 14, 15, 16; 634-021-09

PARCEL B:

THAT PORTION OF THE NIGUEL RANCHO, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 2, PAGES 230](#) AND 231 OF PATENTS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, BEING PARCEL NO. 107 DESCRIBED BY THAT CERTAIN RESOLUTION RECORDED JUNE 21, 1985 AS [INSTRUMENT NO. 85-227768 OF OFFICIAL RECORDS](#).

[APN: 634-012-10](#)

PARCEL C:

THAT PORTION OF THE NIGUEL RANCHO, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 2, PAGES 230](#) AND 231 OF PATENTS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, BEING PARCEL NO. 120 DESCRIBED BY THAT CERTAIN GRANT DEED RECORDED NOVEMBER 13, 2002 AS [INSTRUMENT NO. 2002001007738 OF OFFICIAL RECORDS](#).

[APN: 634-012-22](#)

PARCEL D:

LOTS 2 AND 3 OF TRACT NO. 12091, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 526, PAGES 25](#) THROUGH 28, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS MORE PARTICULARLY SET FORTH AND PROVIDED BY THOSE CERTAIN DOCUMENTS RECORDED SEPTEMBER 28, 1972 IN [BOOK 10348, PAGE 313](#) AND IN [BOOK 10348, PAGE 323](#), BOTH OF OFFICIAL RECORDS.

[APN: 634-131-15](#), 18, 19

PARCEL E:

LOTS A AND D OF TRACT NO. 14331, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 690, PAGE 19](#) AND 20 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Order No: 92023684-920-CMM-CM8

EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS MORE PARTICULARLY SET FORTH AND RESERVED IN THE DEEDS RECORDED SEPTEMBER 30, 1976 IN [BOOK 11908, PAGE 527](#); IN [BOOK 11908, PAGE 544](#); AND IN [BOOK 11908, PAGE 555](#), ALL OF OFFICIAL RECORDS.

[APN: 634-341-01](#), 03

[APN: 623-011-36](#), 623-011-50, 623-011-51; 634-012-09, 634-012-12, 634-012-13, 634-012-14, 634-012-15, 634-012-16; 634-021-09, 634-012-10, 634-012-22, 634-131-15, 634-131-18, 634-131-19, 634-341-01 and 634-341-03

Order No: 92023684-920-CMM-CM8

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- B. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity.

Affects: APN's. 623-011-36, 623-011-50, 623-011-51; 634-012-09, 634-012-12, 634-012-13, 634-012-14, 634-012-15, 634-012-16; 634-021-09, 634-012-10, 634-012-22, 634-131-15, 634-131-18, 634-131-19, 634-341-01 and 634-341-03

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Aliso Creek.
- 3. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
- 4. Any adverse claim based upon the assertion that said Land or any part thereof is now or at any time has been included within a navigable river, slough, or other navigable body of water.
- 5. Rights of the public to any portion of the Land lying within the area commonly known as Alicia Parkway and Moulton Parkway.

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

Granted to: Laguna Niguel Corporation, a California corporation
 Purpose: Road, utility and sewer lines
 Recording Date: May 28, 1959
Recording No: [Book 4733, Page 46 of Official Records](#)
 Affects: A portion of said land

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

Granted to: Southern California Edison Company
 Purpose: Pole lines
 Recording Date: June 27, 1962
Recording No: [Book 6159, Page 847 of Official Records](#)
 Affects: A portion of said land

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**EXCEPTIONS
(Continued)**

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Southern California Edison Company
 Purpose: Pole lines
 Recording Date: July 20, 1962
Recording No: [Book 6185, Page 237 of Official Records](#)
 Affects: A portion of said land
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Tri-Cities Municipal Water District and Moulton-Niguel Water District
 Purpose: Water transmission pipelines and appurtenances thereto
 Recording Date: August 11, 1965
Recording No: [Book 7626, Page 963 of Official Records](#)
 Affects: A portion of said land
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Roosmoor Corporation, a California corporation
 Purpose: Slopes
 Recording Date: January 19, 1966
Recording No: [Book 7814, Page 333 of Official Records](#)
 Affects: A portion of said land
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Tri-Cities Municipal Water District, a body corporate and politic
 Purpose: construction, reconstruction, maintenance, and repair of water transmission pipe lines and appurtenances
 Recording Date: February 23, 1966
Recording No: [Book 7849, Page 26 of Official Records](#)
 Affects: A portion of said land
- A portion of said easement was quitclaimed by an a document recorded May 8, 1997 as [instrument No. 97-213868 of Official Records](#).
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned by an instrument,
- Entitled: Judgement in Condemnation and Final Order of Condemnation
 Court: Superior Court of California
 Case No.: 138516
 In favor of: Southern California Edison Company, a corporation
 Purpose: Electric transmission lines consisting of steel towers and appurtenances
 Recording Date: November 2, 1966
Recording No: [Book 8094, Page 308 of Official Records](#)
 Affects: A portion of said land
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: County of Orange
 Purpose: Street, highway, slope and drainage
 Recording Date: April 18, 1968
Recording No: [Book 8577, Page 122 of Official Records](#)
 Affects: A portion of said land

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**EXCEPTIONS
(Continued)**

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

Granted to: Southern California Edison Company
 Purpose: Pole lines and metal towers
 Recording Date: May 13, 1970
[Recording No:](#) [Book 9287, Page 831 of Official Records](#)
 Affects: A portion of said land

Note: A portion of said easement was quitclaimed by a document recorded October 29, 1980, in [Book 13809, Page 1949 of Official Records](#).

15. Matters contained in that certain document

Entitled: Acquisition Agreement
 Executed by: Alicia Creek, a general partnership, and Aliso Water Management Agency
 Recording Date: August 25, 1980
[Recording No:](#) [Book 13715, Page 292 of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcel D

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

Granted to: Aliso Water Management Agency
 Purpose: Public utilities
 Recording Date: September 25, 1980
[Recording No:](#) [Book 13759, Page 1855 of Official Records](#)
 Affects: A portion of Parcel D

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

Granted to: Southern California Edison Company, a corporation
 Purpose: Electric lines, consisting of metal towers, wood and/or metal poles, guy wires, and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and incidental purposes
 Recording Date: October 29, 1980
[Recording No:](#) [Book 13809, Page 1951 of Official Records](#)
 Affects: A portion of said land

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

Map: Records of Survey
[Recording No:](#) [Book 102, Page 1](#) to 8, Inclusive of Records of Survey

Note 1: The effect of an instrument entitled "Certificate of Correction" recorded June 2, 1986, as [Instrument No. 86-226808 of Official Records](#).

Reference is being made to said document for full particulars.

Note 2: The effect of an instrument entitled "Certificate of Correction" recorded June 17, 1987, as [Instrument No. 87-342141 of Official Records](#).

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**EXCEPTIONS
(Continued)**

19. An agreement relating to the acceptance of unnatural concentration of surface waters from facility no. J04P02 and Tract No. 9198, and a portion of the herein-described land, and to guarantee and maintain free flow of said surface waters to a satisfactory point of disposal, upon the conditions contained therein.

Executed by: Alicia Creek, a general partnership
 Recording Date : June 17, 1981
Recording No.: [Book 14104, Page 1925 of Official Records](#)

Affects: Parcel D

20. Matters contained in that certain document

Entitled: Irrevocable Offer of Dedication
 Dated: April 25, 1979
 Executed by: Aliso Viejo Company, a California corporation
 Recording Date: February 6, 1981
Recording No.: [Book 13941, Page 1318 of Official Records](#)

Reference is hereby made to said document for full particulars.

Note: An acceptance of said offer recorded June 21, 1985, as [Instrument No. 85-227768 of Official Records](#).

An instrument entitled "Resolution of the Board of Supervisors of Orange County, California, June 28, 1988" recorded July 19, 1988 as [Instrument No. 88-348547 of Official Records](#).

Reference is made to said document for full particulars.

An instrument entitled "Resolution of the Board of Supervisors of Orange County, California Date: May 21, 1991" recorded January 7, 1993 as [Instrument/File No. 93-13009 of Official Records](#).

Reference is made to said document for full particulars.

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

Granted to: Moulton-Niguel Water District
 Purpose: Sewer lines and water transmission
 Recording Date: March 10, 1982
Recording No.: [82-83053 of Official Records](#)
 Affects: A portion of said land

22. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned by an instrument,

Entitled: Final Order of Condemnation
 Court: Superior Court of California
 Case No.: 32-27-91
 In favor of: Aliso Water Management Agency
 Purpose: Easements
 Recording Date: March 18, 1982
Recording No.: [82-94713 of Official Records](#)
 Affects: A portion of said land

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**EXCEPTIONS
(Continued)**

- 23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 - Granted to: Moulton-Niguel Water District
 - Purpose: Sewer lines and water transmission
 - Recording Date: January 20, 1983
 - [Recording No:](#) [83-30435 of Official Records](#)
 - Affects: A portion of said land

- 24. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by said map/plat. Tract No. 12091
 - Affects: Alicia Parkway

- 25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on
 - Map/Plat: Tract No. 12091
 - Recording Date: August 7, 1984
 - [Recording No:](#) [Book 526, Pages 25](#) to 28, Inclusive of Miscellaneous Maps
 - Purpose: Bike trail
 - Affects: As shown on said Tract Map

 - Purpose: Equestrian trail
 - Affects: As shown on said Tract Map

 - Purpose: Ingress, egress in favor of Lots 1 and 2
 - Affects: As shown on said Tract Map

 - Purpose: Flood plain
 - Affects: As shown on said Tract Map

- 26. An irrevocable offer to dedicate to the County of Orange for the purposes shown below, as shown on the map of said Tract No. 12091.

Lots 2, 3, and 6 in fee simple for recreation, trail and open space purposes, together with the right to grant easements for public utilities and other essential purposes.

- 27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 - Granted to: County of Orange
 - Purpose: Street, highway, slope and drainage
 - Recording Date: July 14, 1986
 - [Recording No:](#) [86-297930 of Official Records](#)
 - Affects: A portion of said land

- 28. Matters contained in that certain document
 - Entitled: Development Agreement
 - Executed by: County of Orange, California and Aliso Viejo Company and Mission Viejo Business Properties
 - Recording Date: February 23, 1988
 - [Recording No:](#) [88-78687 of Official Records](#)

Reference is hereby made to said document for full particulars.

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**EXCEPTIONS
(Continued)**

29. Matters contained in that certain document
- Entitled: Amendment to Irrevocable Offer of Dedication
Dated: June 28, 1988
Executed by: Aliso Viejo Company, a California corporation and The County of Orange, a political subdivision of the State of California
Recording Date: July 19, 1988
Recording No: [88-348546 of Official Records](#)
- Reference is hereby made to said document for full particulars.
30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Southern California Edison Company
Purpose: Pole lines
Recording Date: August 18, 1988
Recording No: [88-409952 of Official Records](#)
Affects: A portion of said land
31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Moulton Niguel Water District
Purpose: Sewer lines and water transmission purposes
Recording Date: July 12, 1989
Recording No: [89-367792 of Official Records](#)
Affects: A portion of said land
32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Tri-Cities Municipal Water District and Moulton Niguel Water District
Purpose: Pipeline or pipelines
Recording Date: February 5, 1991
Recording No: [91-54523 of Official Records](#)
Affects: A portion of said land
33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Southern California Edison Company
Purpose: Public utilities
Recording Date: May 31, 1991
Recording No: [91-273530 of Official Records](#)
Affects: A portion of said land
34. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by said Tract No. 14331.
- Affects: Pacific Park Drive and Alicia Parkway

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**EXCEPTIONS
(Continued)**

35. Recitals as shown on that certain Tract No. 14331

Recording Date: July 7, 1992
Recording No: [Book 690, Pages 19](#) and 20 of Miscellaneous Maps

Which among other things recites

Lot A in fee simple for greenbelt, open space, and park and ride purposes.

Lots C and D in fee simple for greenbelt and regional park purposes.

Easement over Lots A through E, inclusive, for scenic preservation purposes.

Reference is hereby made to said document for full particulars.

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

Granted to: Tri-Cities Municipal Water District, a political subdivision
 Purpose: Water transmission and access
 Recording Date: October 18, 1994
Recording No: [94-617344 of Official Records](#)
 Affects: A portion of said land

37. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: July 10, 1996
Recording No: [96-349821 of Official Records](#)
 Affects: State Route 73

and Re-Recording Date: August 20, 1996
 and Re-Recording No: [96-425465 of Official Records](#)

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

Granted to: City of Laguna Hills
 Purpose: Landscape
 Recording Date: October 18, 1996
Recording No: [96-529568 of Official Records](#)
 Affects: A portion of Lot 3 of said Tract No. 12091

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

Granted to: Tri-Cities Municipal Water District and Moulton Niguel Water District
 Purpose: Water pipe lines
 Recording Date: October 7, 1997
Recording No: [97-500301 of Official Records](#)
 Affects: A portion of said land

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**EXCEPTIONS
(Continued)**

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

Recording Date: December 6, 2001
Recording No: [2001-887781 of Official Records](#)

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

Recording Date: November 13, 2002
Recording No: [2002-1007738 of Official Records](#)

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

Granted to: City of Aliso Viejo
 Purpose: Storm drains
 Recording Date: May 5, 2005
Recording No: [2005-346757 of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

43. Matters contained in that certain document

Entitled: Easement Deed and Agreement
 Dated: August 5, 2015
 Executed by: County of Orange, a political subdivision of the State of California and City of Aliso Viejo, a California municipal corporation
 Recording Date: October 2, 2015
Recording No: [2015-504419 of Official Records](#)

Reference is hereby made to said document for full particulars.

and Re-Recording Date: October 29, 2015
 and Re-Recording No: [2015-561228 of Official Records](#)
 Reason: To correct the date of the Easement Deed and Agreement

44. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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**EXCEPTIONS
(Continued)**

45. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

46. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
47. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
48. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

None

END OF REQUIREMENTS

Order No: 92023684-920-CMM-CM8

INFORMATIONAL NOTES SECTION

1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
2. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
5. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
7. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
8. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
9. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF INFORMATIONAL NOTES

Chris Maziar/Onp August 13, 2024



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



Commonwealth Land Title Company
 4400 MacArthur Blvd., Suite 800
 Newport Beach, CA 92660
 Phone: (949) 724-3140

Notice of Available Discounts

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

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

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

- CTC – Chicago Title company
- CLTC – Commonwealth Land Title Company
- FNTC – Fidelity National Title Company of California
- FNTCCA - Fidelity National Title Company of California
- TICOR – Ticor Title Company of California
- LTC – Lawyer’s Title Company
- SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

- CTIC – Chicago Title Insurance Company
- CLTIC - Commonwealth Land Title Insurance Company
- FNTIC – Fidelity National Title Insurance Company
- FNTIC - Fidelity National Title Insurance Company
- CTIC – Chicago Title Insurance Company
- CLTIC – Commonwealth Land Title Insurance Company
- CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

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

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE****Effective December 1, 2023**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquies@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with

Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (11-09-18)****EXCLUSIONS FROM COVERAGE**

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)****EXCLUSIONS FROM COVERAGE**

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
- a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
- Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

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

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

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

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

Our Maximum Dollar

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

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

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

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

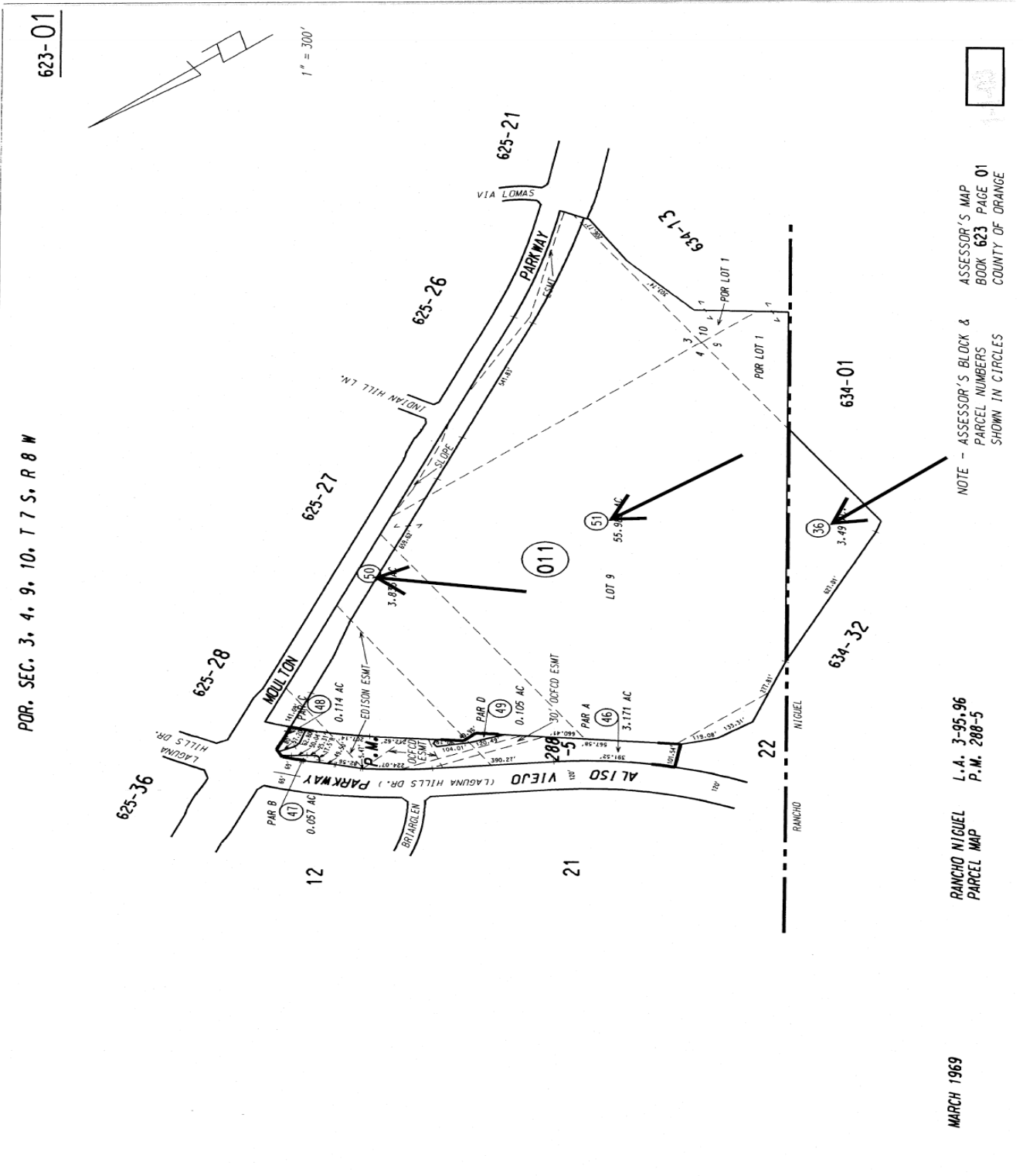
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;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

EXCEPTIONS FROM COVERAGE

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

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.



POR. SEC. 3, 4, 9, 10, T 7 S, R 8 W

623-01

ASSASSOR'S MAP
BOOK 623 PAGE 01
COUNTY OF ORANGE

NOTE - ASSASSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

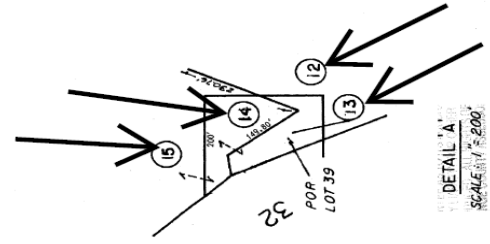
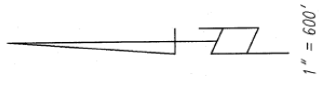
L.A. 3-95, 96
P.M. 208-5

RANCHO NIGUEL
PARCEL MAP

MARCH 1969

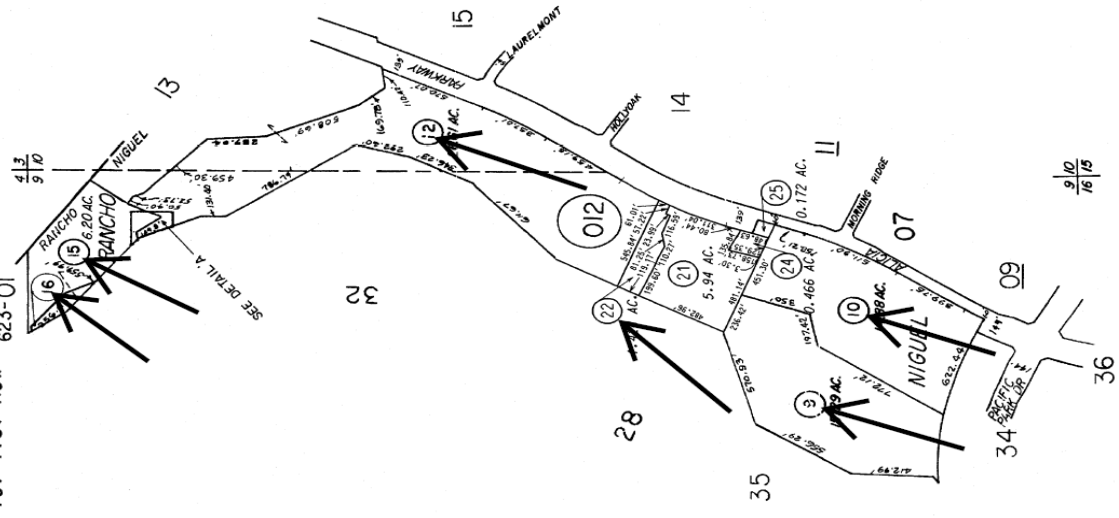
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

634-01



623-01

POP SEC. 9 & 10, T7S, R8W



ASSESSOR'S MAP
BOOK 634 PAGE 01
COUNTY OF ORANGE

NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

L.A. 3-95-96

RANCHO NIGUEL

MARCH 1969

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

POR. SEC. 9, 15, 16 & 21, T. 7S., R. 8W.

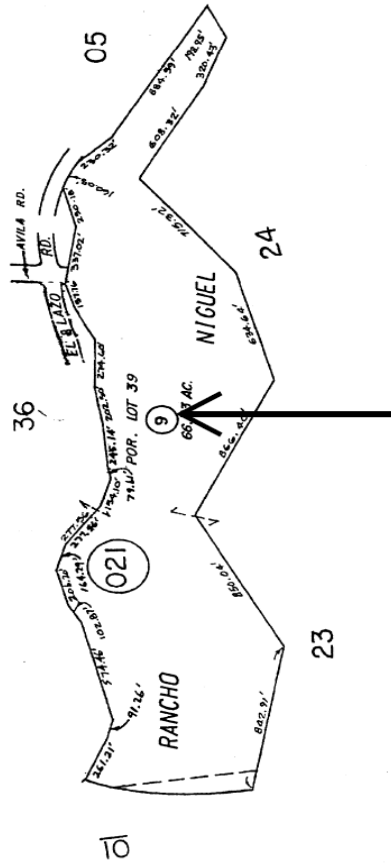
634-02



1" = 600'

16/22

9/10



MARCH 1969

RANCHO NIGUEL

L.A. 3-95,96

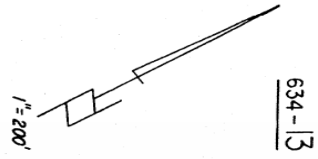
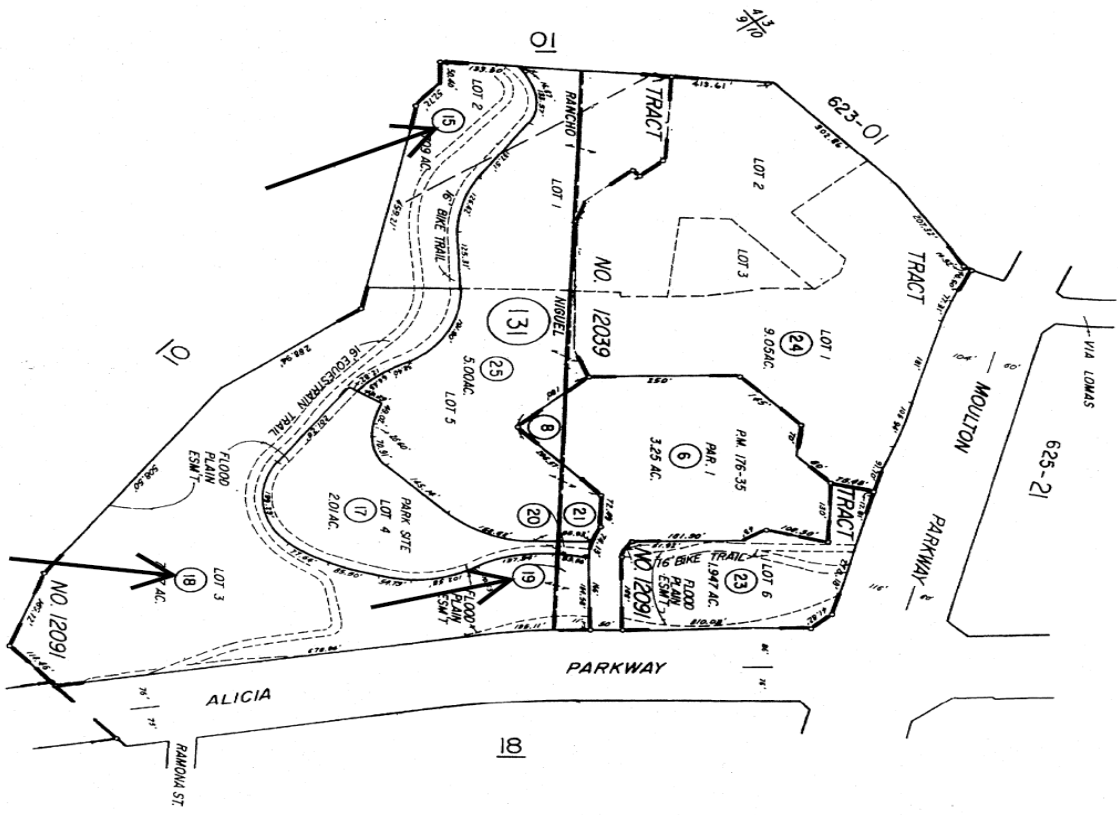
NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 634 PAGE 02 COUNTY OF ORANGE



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POR SEC 9 & 10 T7S, R8W.



MARCH 1994

RANCHO NIQUEL
TRACT NO. 12039
TRACT NO. 12091

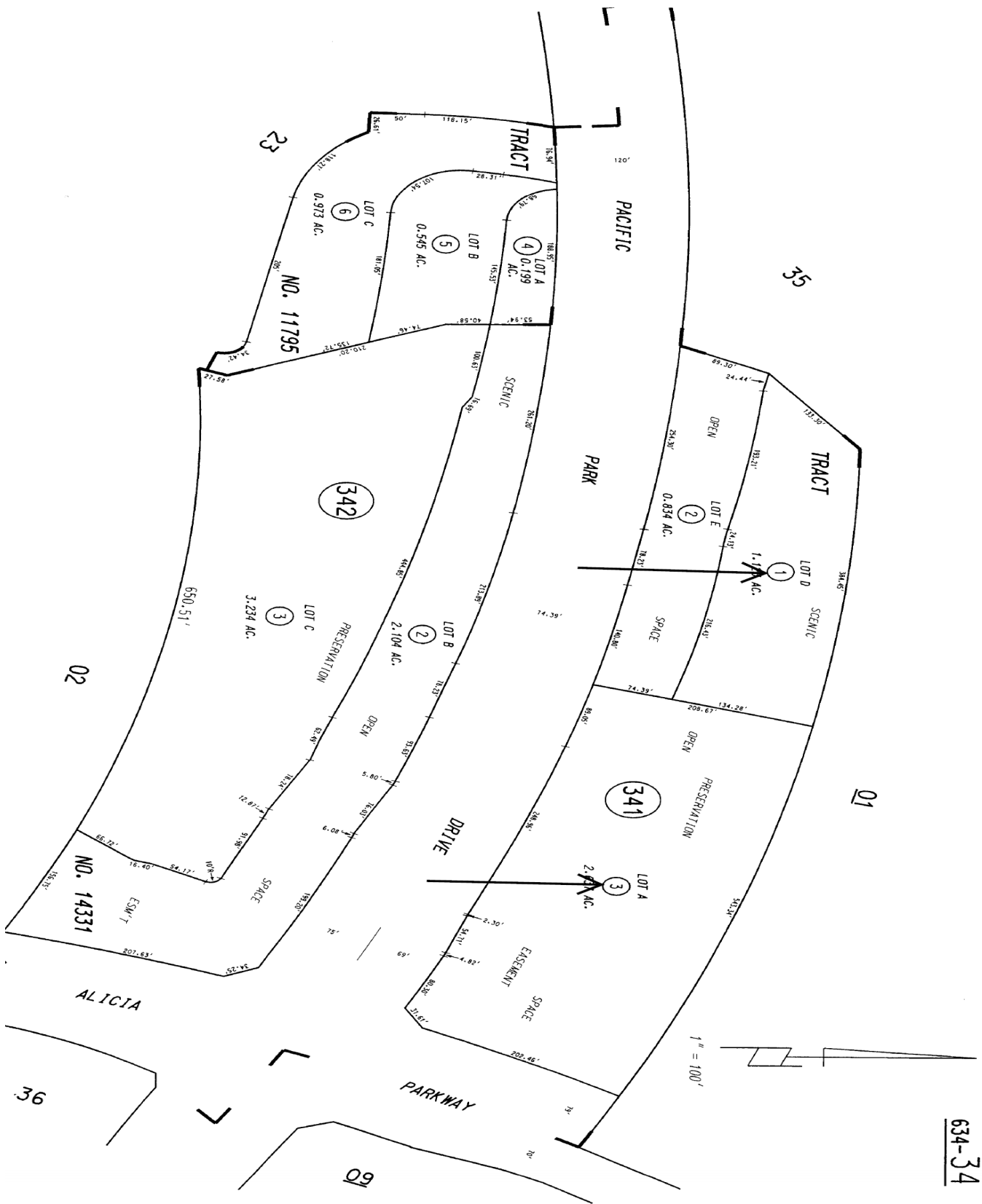
L.A. 3-95-96
M.M. 519-44,45
M.M. 526-25 TO 28 INC.

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 634 PAGES COUNTY OF ORANGE



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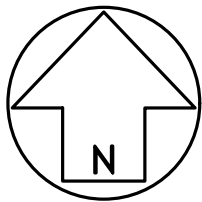
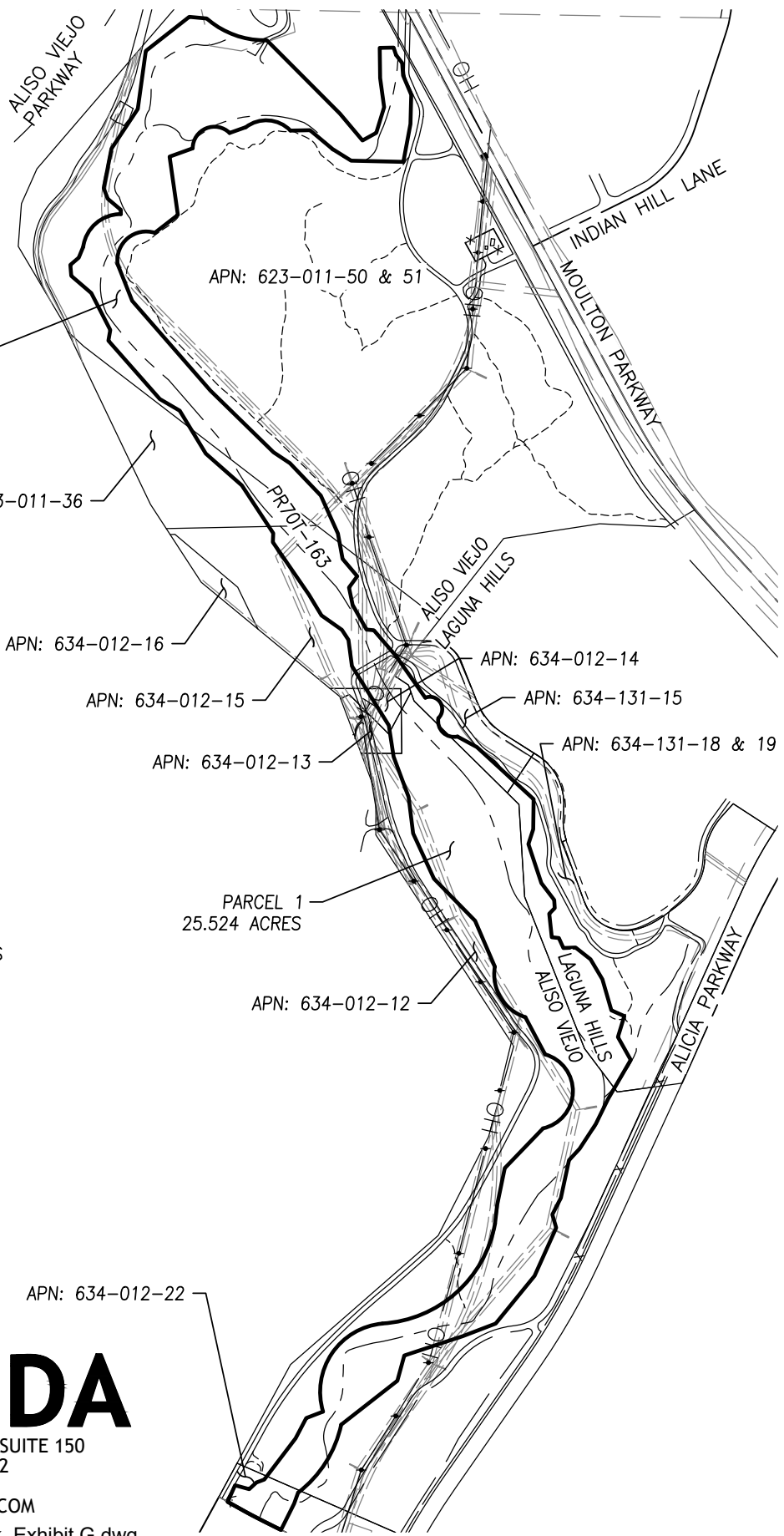
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EXHIBIT G

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

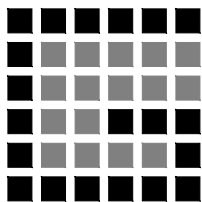
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024



SCALE: 1" = 500'

SEE SHEET 3 FOR LEGEND

SEE SHEETS 4-25 FOR DETAILS



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949.777.2000
WWW.GUIDAINC.COM

Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

EXHIBIT "G"

MAP OF PRESENT NATURAL CONDITION OF THE RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEETS 12-13
FOR DETAILS

SEE SHEET 1

PARCEL 2
12.023 ACRES

PR70T-163

APN: 634-012-09

APN: 634-341-01

APN: 634-012-10

APN: 634-341-03

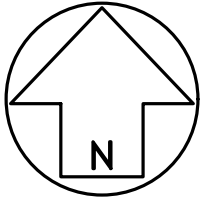
LOT "C"
TRACT NO. 14331
M.M. 690/19-20

APN: 634-021-09

PARCEL 3
18.430 ACRES

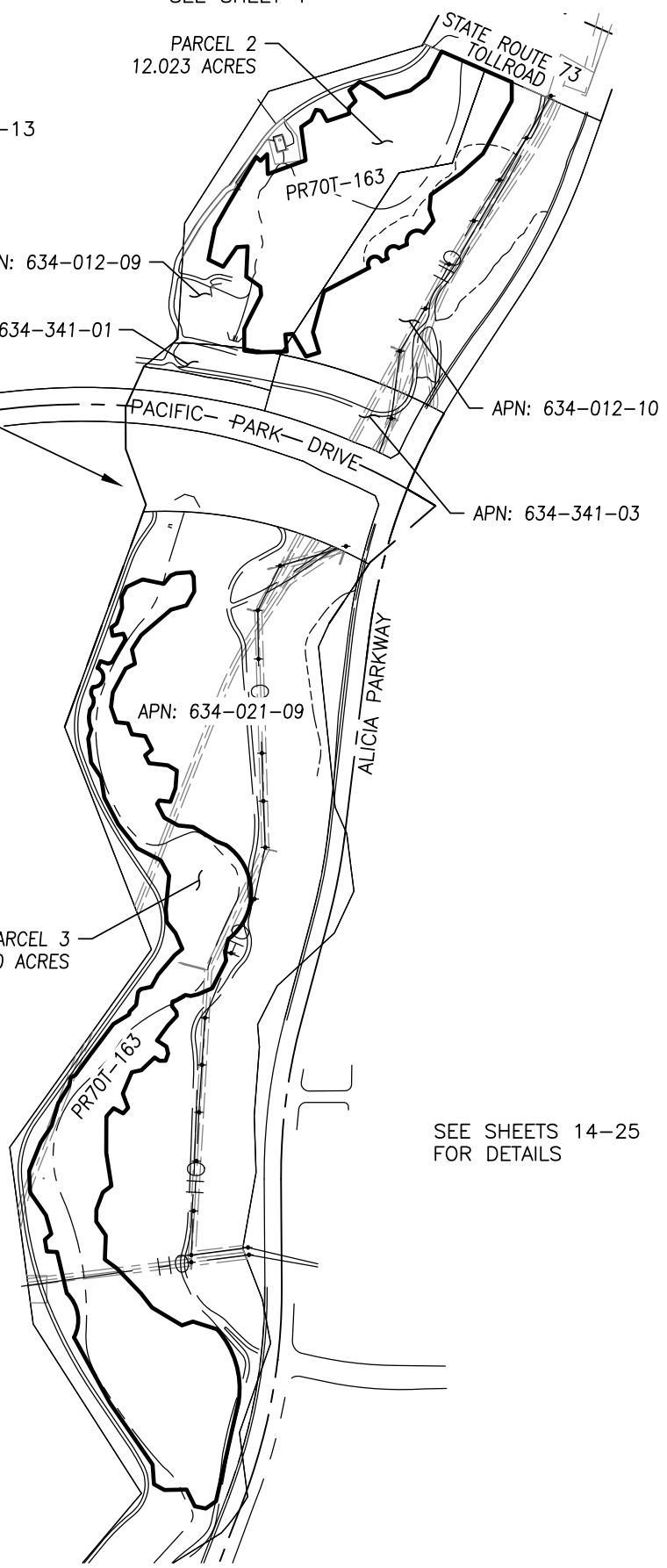
PR70T-163

SEE SHEETS 14-25
FOR DETAILS



SCALE: 1" = 600'

SEE SHEET 3 FOR LEGEND




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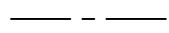
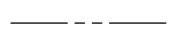

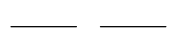




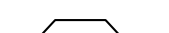

Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

EXHIBIT "G"

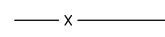
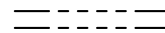
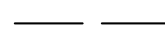

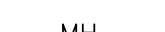

MAP OF PRESENT NATURAL CONDITION OF THE RESTRICTED PROPERTY

**ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024**

LEGEND OF IMPROVEMENTS WITHIN RESTRICTED PROPERTY

-  UNGROUTED RIPRAP
-  CENTERLINE
-  CREEK FLOWLINE
-  DIRT TRAIL
-  DIRT ROAD
-  EASEMENT
-  OVERHEAD UTILITY LINE
-  ALISO CREEK REGIONAL BIKEWAY
- ASPHALT ROAD
- APN ASSESSOR PARCEL NUMBER
-  ALISO CREEK REGIONAL BIKEWAY
BRIDGE
-  CONCRETE WING WALLS
-  STORM DRAIN PIPE

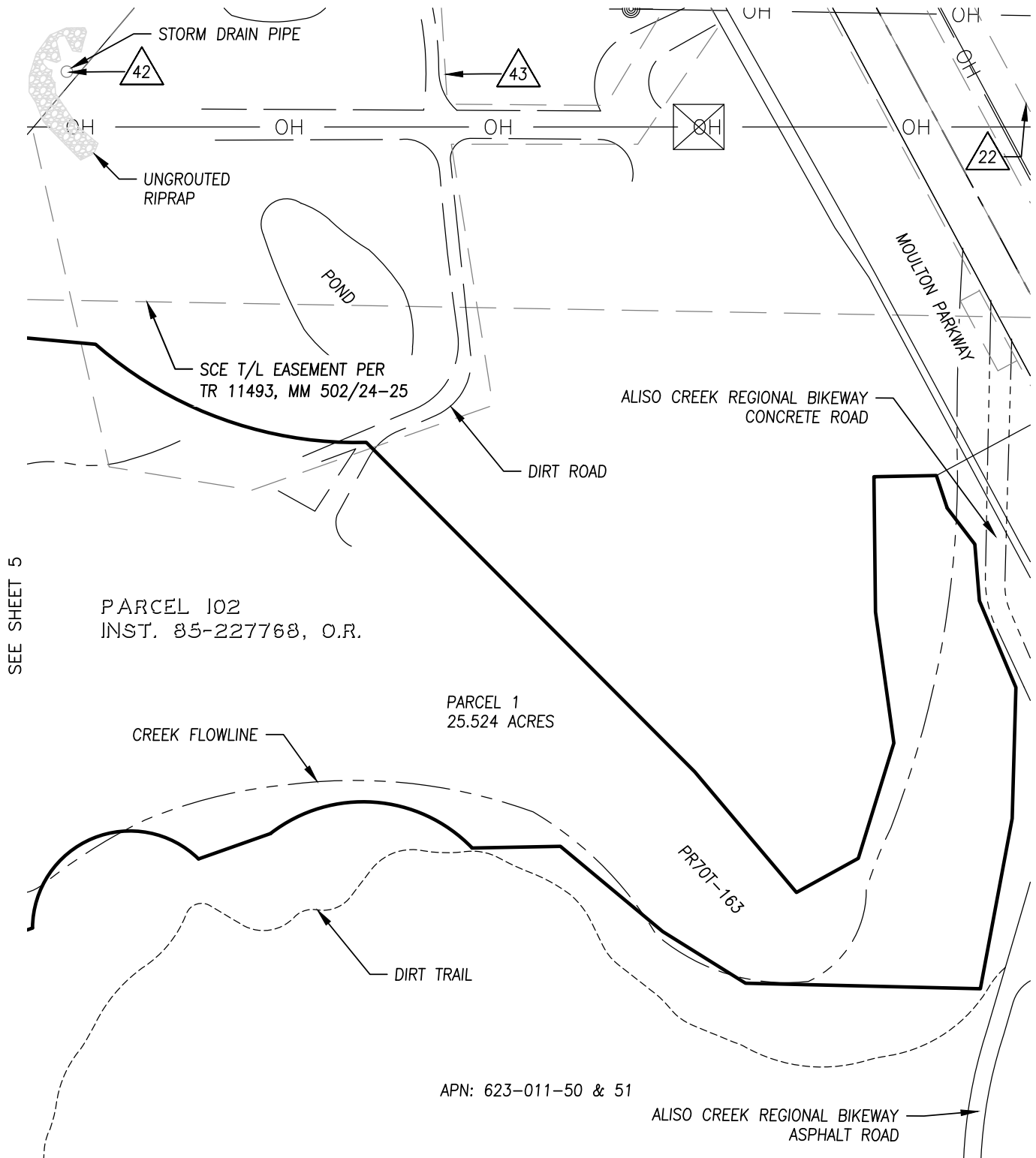
LEGEND OF IMPROVEMENTS THAT ARE OUTSIDE OF THE RESTRICTED PROPERTY ONLY

-  FENCE
-  CONCRETE ROAD
-  CONCRETE SIDEWALK
-  CONCRETE STRUCTURE
- MH MANHOLE
-  POWER POLE
-  TRANSMISSION LINE TOWER

SEE SHEETS 4-25 FOR DETAILS

SEE EXHIBIT "B" FOR CONTOURS, WETLAND
AREAS AND NON-WETLAND AREAS.





SEE SHEET 5

PARCEL 102
INST. 85-227768, O.R.

PARCEL 1
25.524 ACRES

APN: 623-011-50 & 51

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



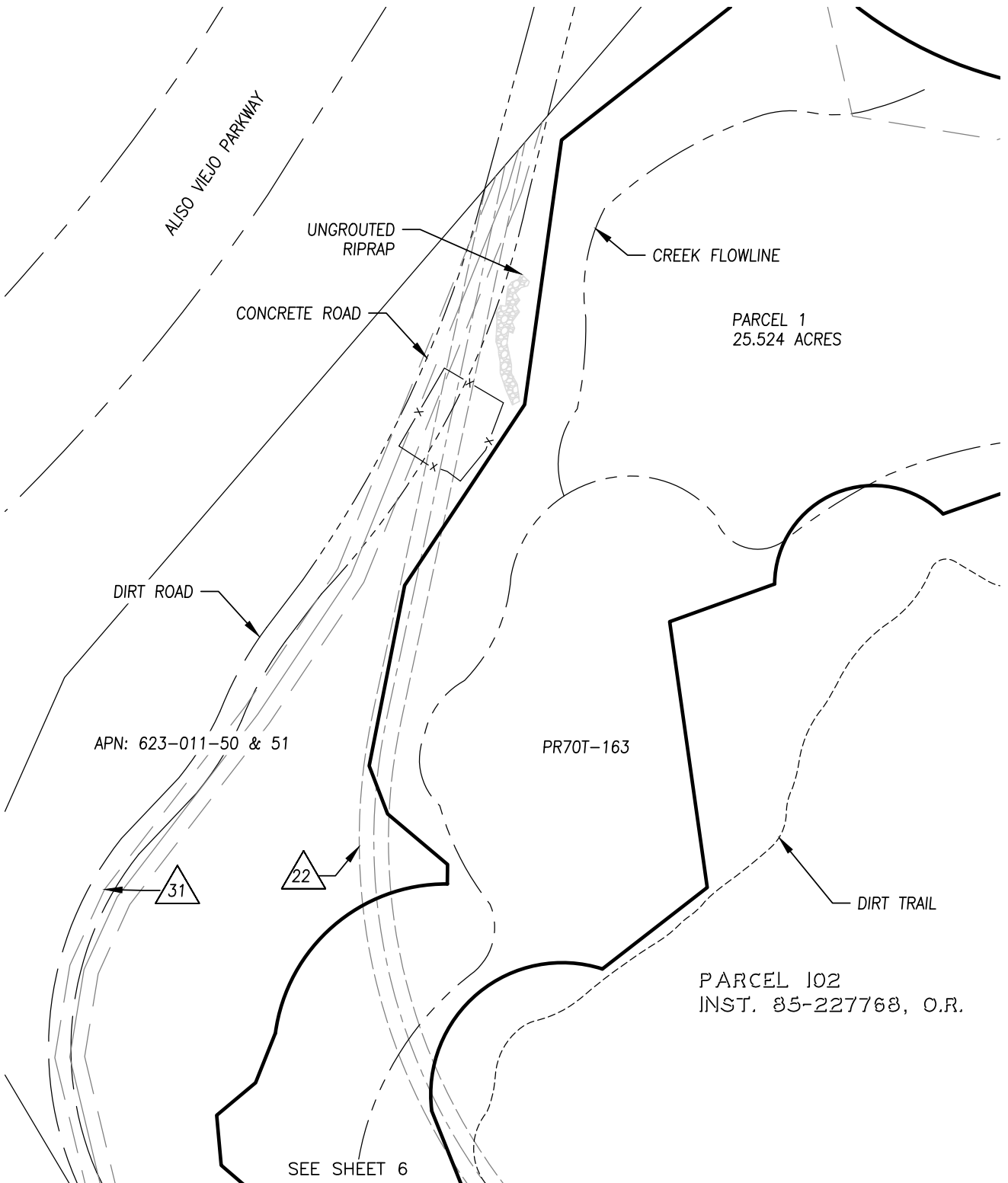
SCALE: 1" = 100'

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 4

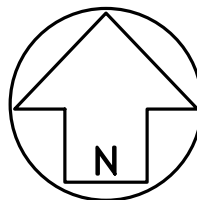


SEE SHEET 3 FOR LEGEND

SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



SCALE: 1" = 100'

EXHIBIT "G"
 MAP OF PRESENT NATURAL
 CONDITION OF THE
 RESTRICTED PROPERTY
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 5

PARCEL 102
INST. 85-227768, O.R.

APN: 623-011-50 & 51

CREEK FLOWLINE



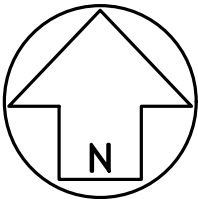
DIRT TRAIL

PR707-163

APN: 623-011-36

PARCEL 1
25.524 ACRES

SEE SHEET 7



SCALE: 1" = 100'

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

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 220 COMMERCE, SUITE 150
 IRVINE, CA 92602
 949.777.2000
 WWW.GUIDAINC.COM

Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

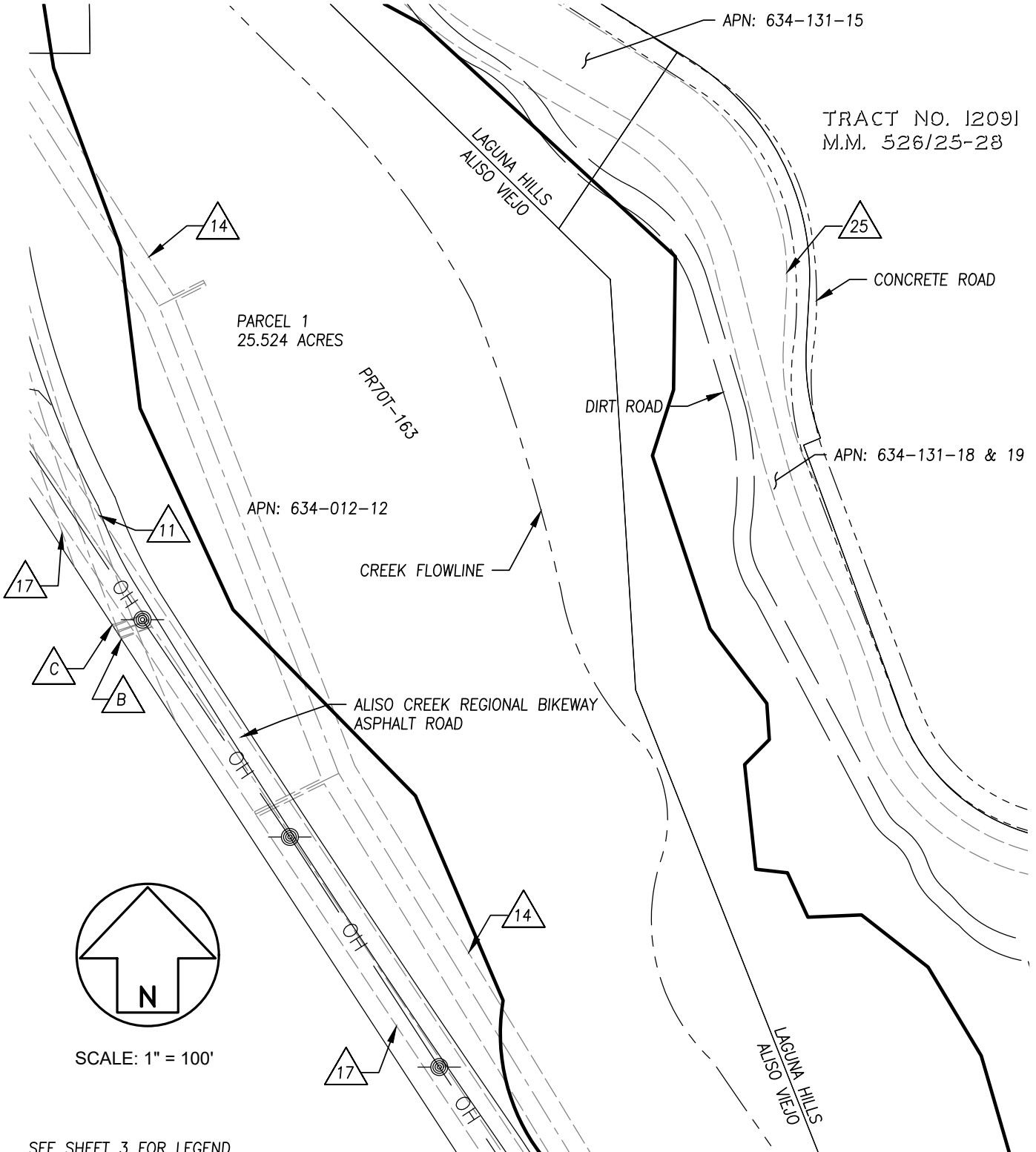
EXHIBIT "G"
MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 7

APN: 634-131-15

TRACT NO. 12091
M.M. 526/25-28



SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 9

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 949.777.2000
 WWW.GUIDAINC.COM

Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

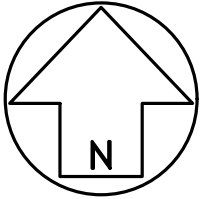
EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 8

SHEET 9 OF 28



SCALE: 1" = 100'

DIRT TRAIL

APN: 634-131-18 & 19

LOT 3, TR 21091
M.M. 526/25-28

LAGUNA HILLS
ALSO VIEJO

38

ALISO CREEK
REGIONAL BIKEWAY
ASPHALT ROAD

14

APN: 634-012-12

PARCEL 102
INST. 85-227768 O.R.

PR707-163

APN: 634-012-12

PARCEL 1
25.524 ACRES

17

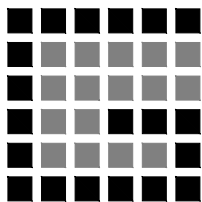
CREEK FLOWLINE

11

14

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 10



GUIDA

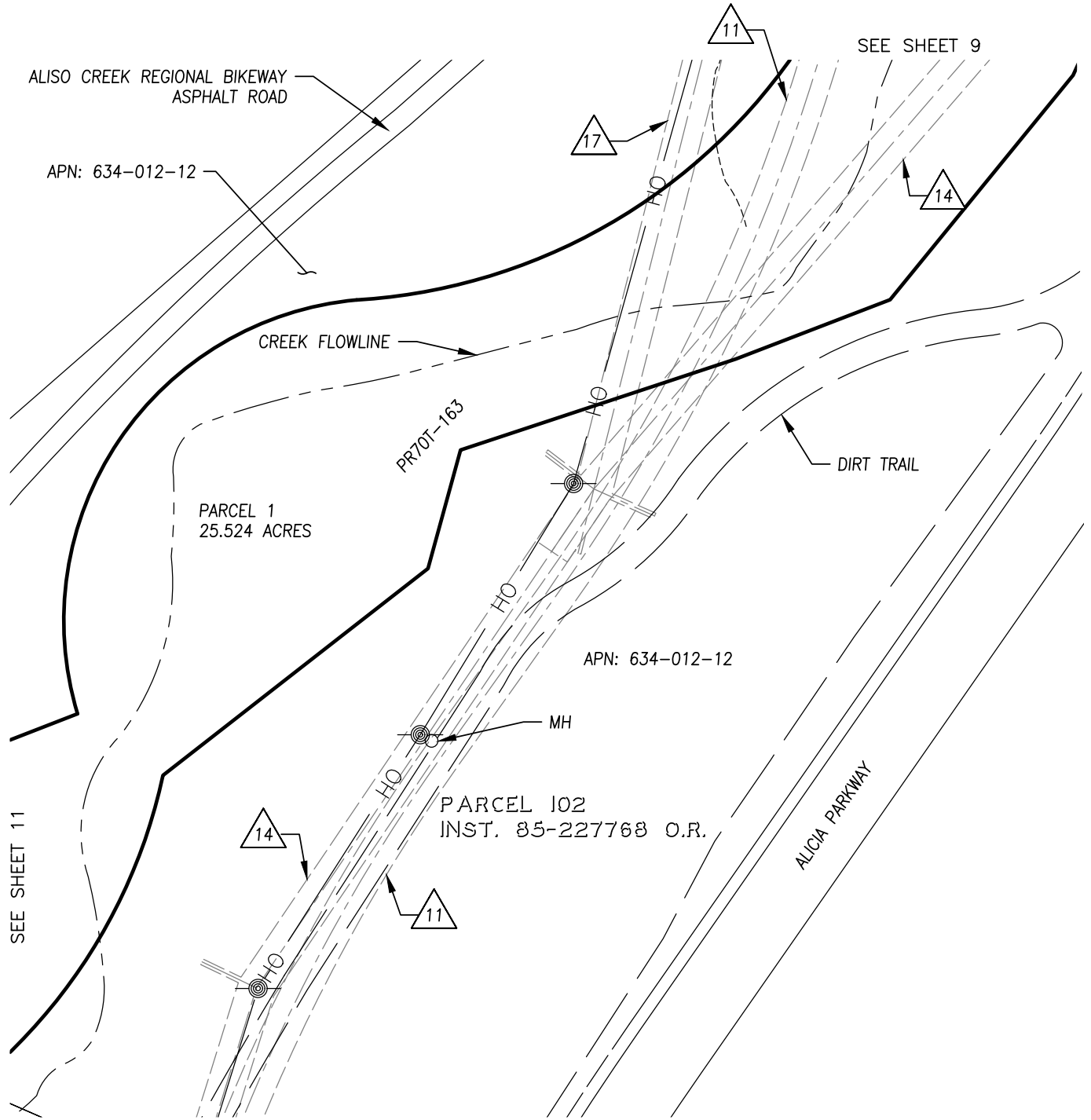
220 COMMERCE, SUITE 150
IRVINE, CA 92602
949.777.2000
WWW.GUIDAINC.COM

Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

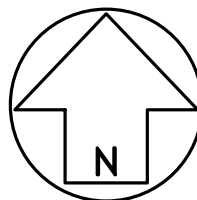
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024



SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

GUIDA
 220 COMMERCE, SUITE 150
 IRVINE, CA 92602
 949.777.2000
 WWW.GUIDAINC.COM

Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



SCALE: 1" = 100'

EXHIBIT "G"
 MAP OF PRESENT NATURAL
 CONDITION OF THE
 RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 10

ALISO CREEK REGIONAL BIKEWAY
ASPHALT ROAD

APN: 634-012-12

PR70T-163

CREEK FLOWLINE
PARCEL 1
25.524 ACRES



DIRT ROAD

MH

APN: 634-012-12



PARCEL 102
INST. 85-227768 O.R.

STORM
DRAIN PIPE



CONCRETE
WING WALLS

PARCEL 120
INST. 2002001007738 O.R.

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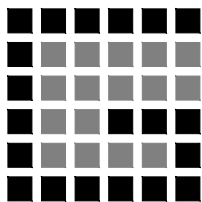
APN: 634-012-22



STATE ROUTE 73 TOLLROAD
INSTRUMENT NO. 1996309234

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

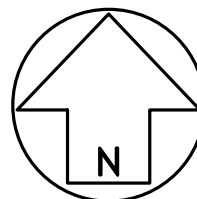
SEE SHEET 12



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949.777.2000
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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



SCALE: 1" = 100'

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

STATE ROUTE 73 TOLLROAD
IRREVOCABLE OFFER OF DEDICATION RECORDED
JUNE 18, 1996 AS INSTRUMENT NO. 19960309234

ALISO CREEK REGIONAL BIKEWAY
ASPHALT ROAD

APN: 634-012-09

CREEK FLOWLINE

PR701-163

PARCEL 2
12.023 ACRES

PARCEL 102
INST. 85-227768 O.R.

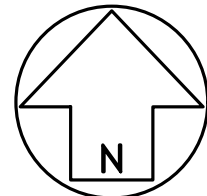
SEE SHEET 13

DIRT TRAIL



APN: 634-012-10

PARCEL 107
INST. 85-227768 O.R.



SCALE: 1" = 100'

MH

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND



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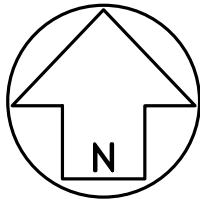
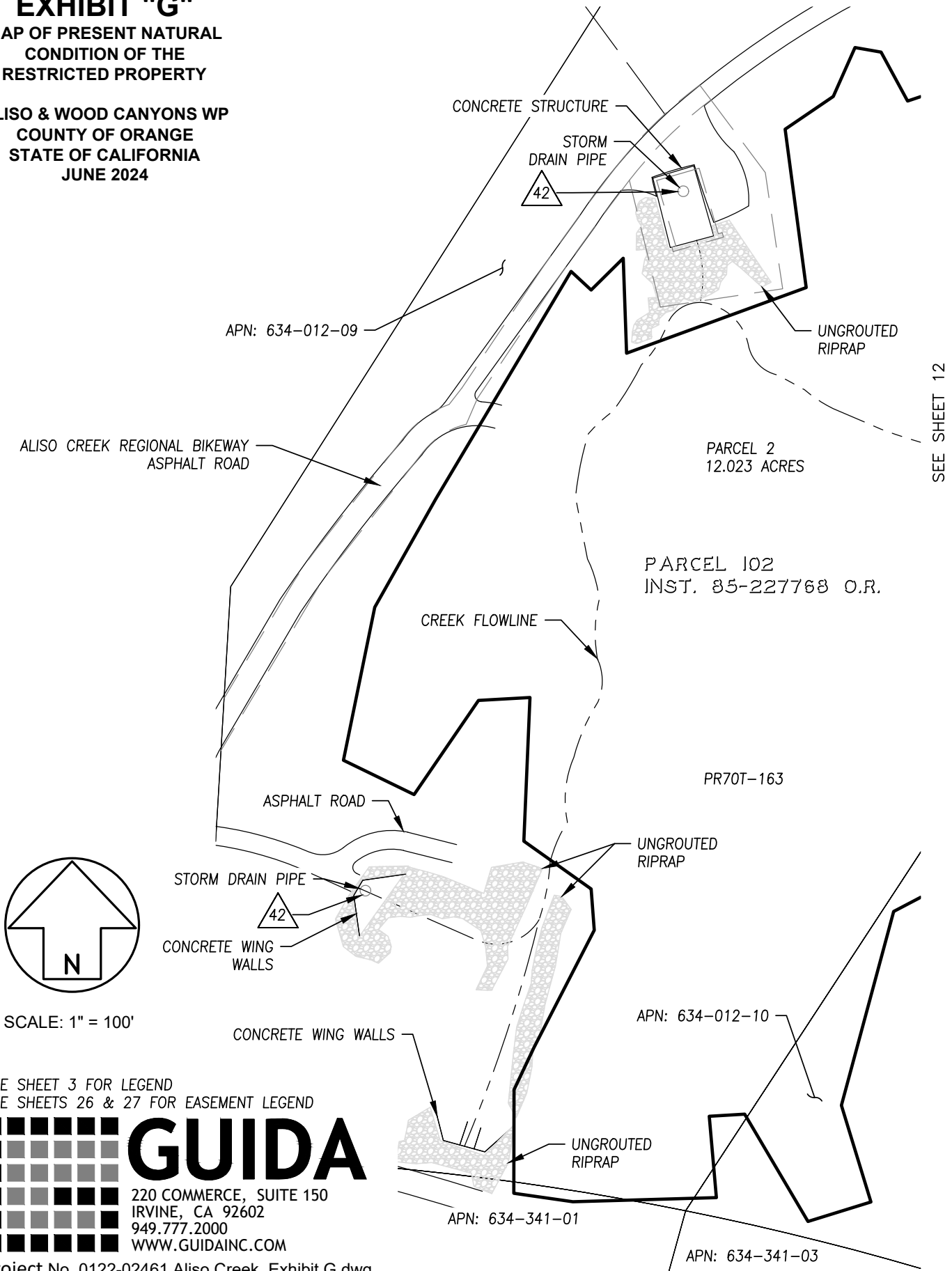
EXHIBIT "G"
MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

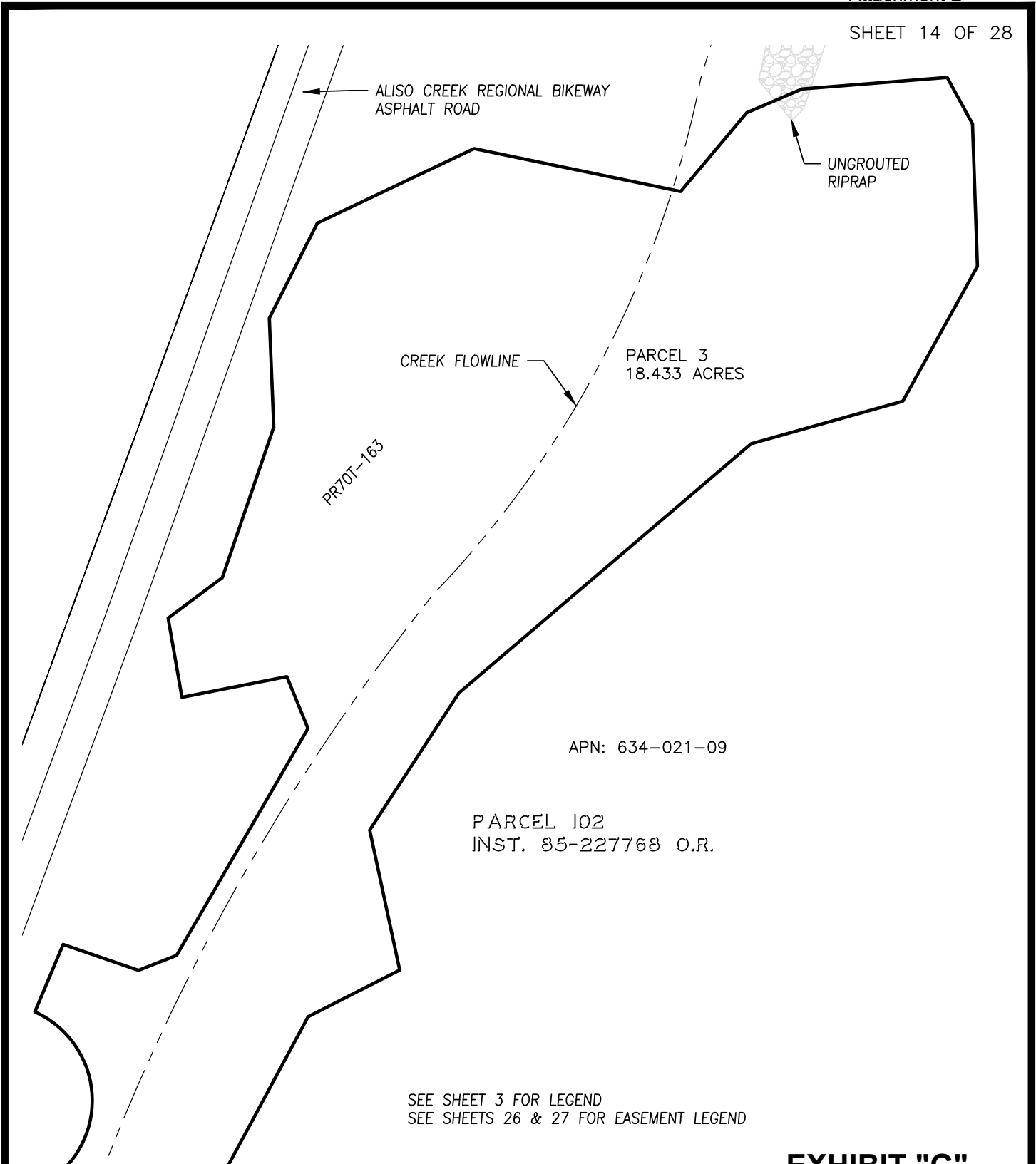


SCALE: 1" = 100'

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

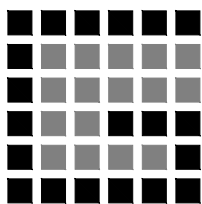
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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



SEE SHEET 15

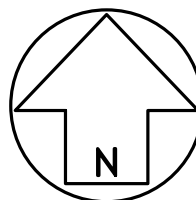
SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND



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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



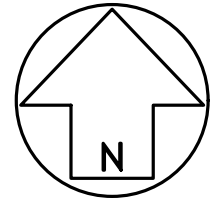
SCALE: 1" = 50'

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 14



SCALE: 1" = 50'

APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

PR70T-163

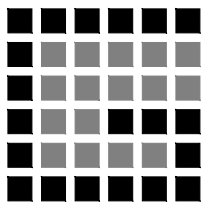
CREEK FLOWLINE

PARCEL 3
18.433 ACRES

ALISO CREEK REGIONAL BIKEWAY
ASPHALT ROAD

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 16



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EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 15

SHEET 16 OF 28

APN: 634-021-09

CREEK FLOWLINE

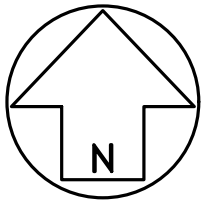
PARCEL 3
18.433 ACRES

11

PR70T-163

ALISO CREEK
REGIONAL BIKEWAY
ASPHALT ROAD

PARCEL 102
INST. 85-227768 O.R.



SCALE: 1" = 50'

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

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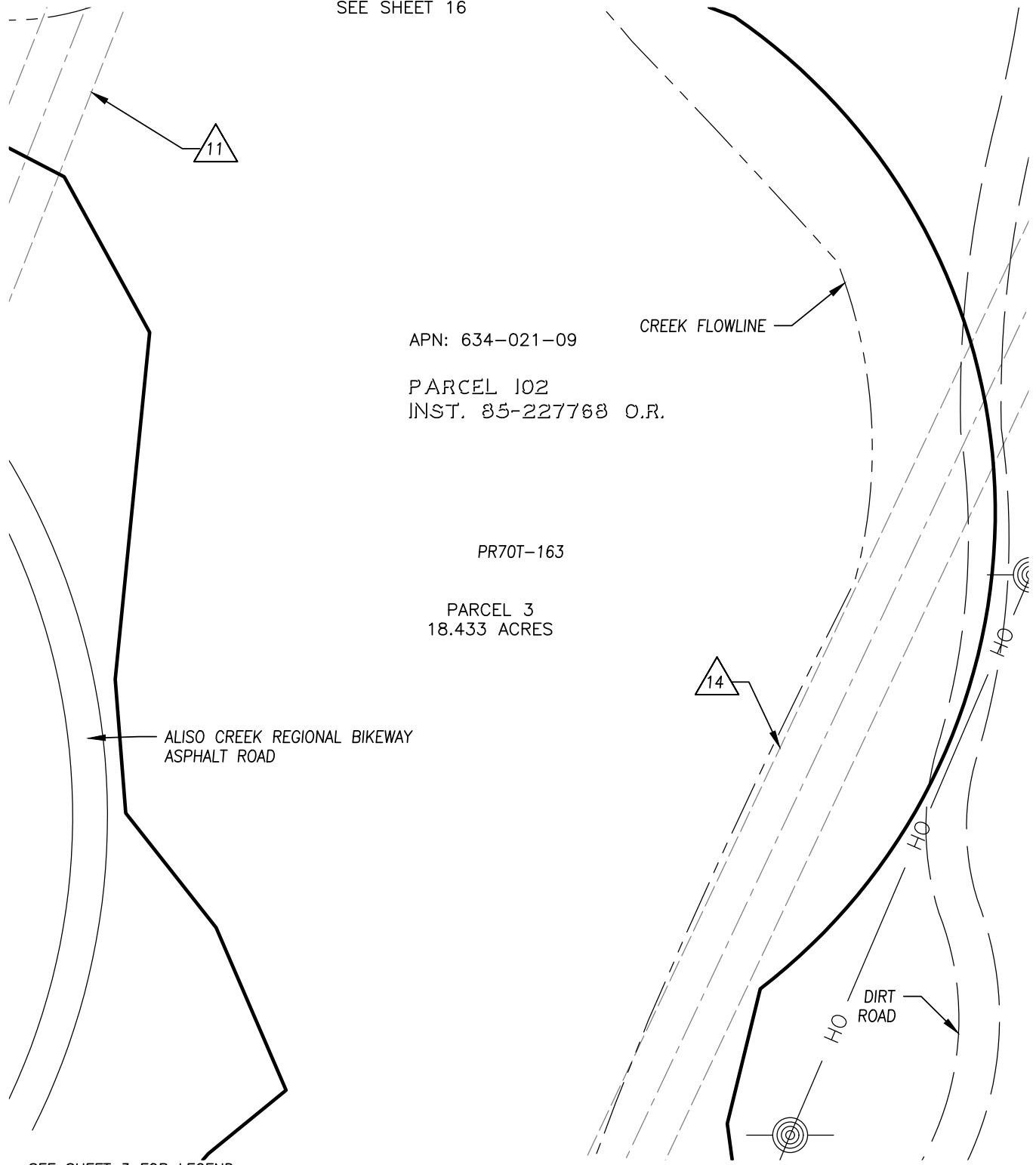
Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

SEE SHEET 17

EXHIBIT "G"
MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 16



APN: 634-021-09

CREEK FLOWLINE

PARCEL 102
INST. 85-227768 O.R.

PR70T-163

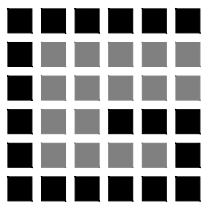
PARCEL 3
18.433 ACRES

ALISO CREEK REGIONAL BIKEWAY
ASPHALT ROAD

DIRT
ROAD

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

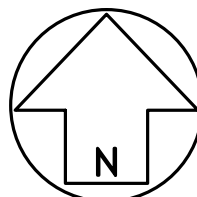
SEE SHEET 18



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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



SCALE: 1" = 50'

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 17

SHEET 18 OF 28

PARCEL 3
18.433 ACRES

ALISO CREEK REGIONAL BIKEWAY
ASPHALT ROAD

PR70T-163

CREEK FLOWLINE

14

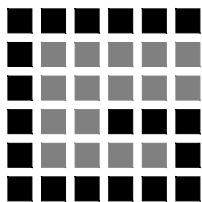
DIRT ROAD

APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

SEE SHEET 19

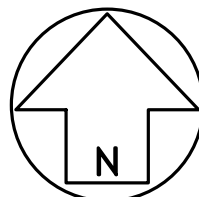
SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND



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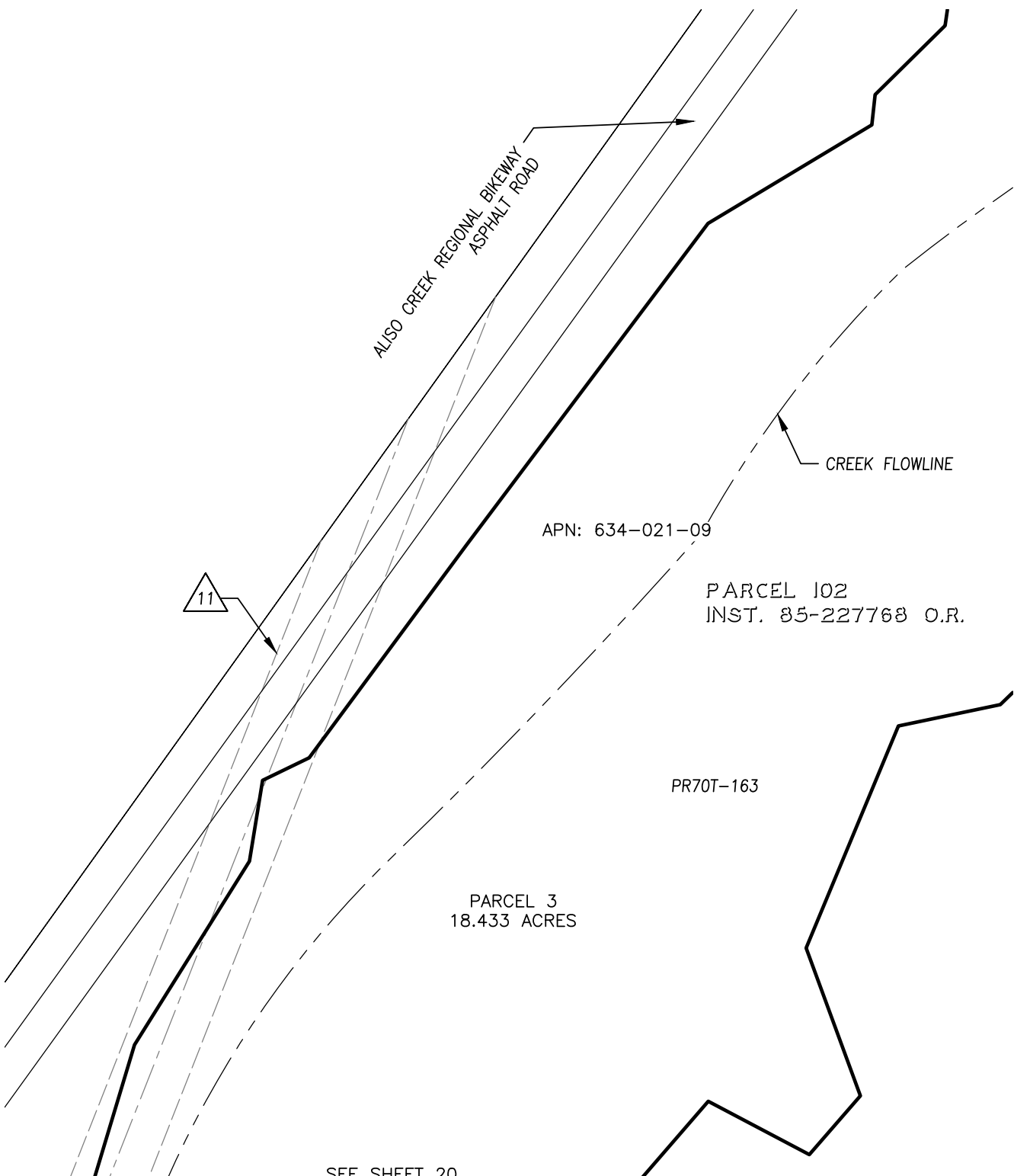


SCALE: 1" = 50'

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

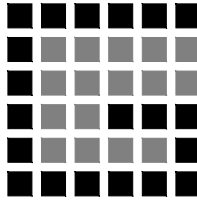
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024



SEE SHEET 18

SEE SHEET 20

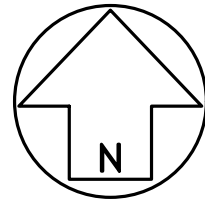
SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND



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SCALE: 1" = 50'

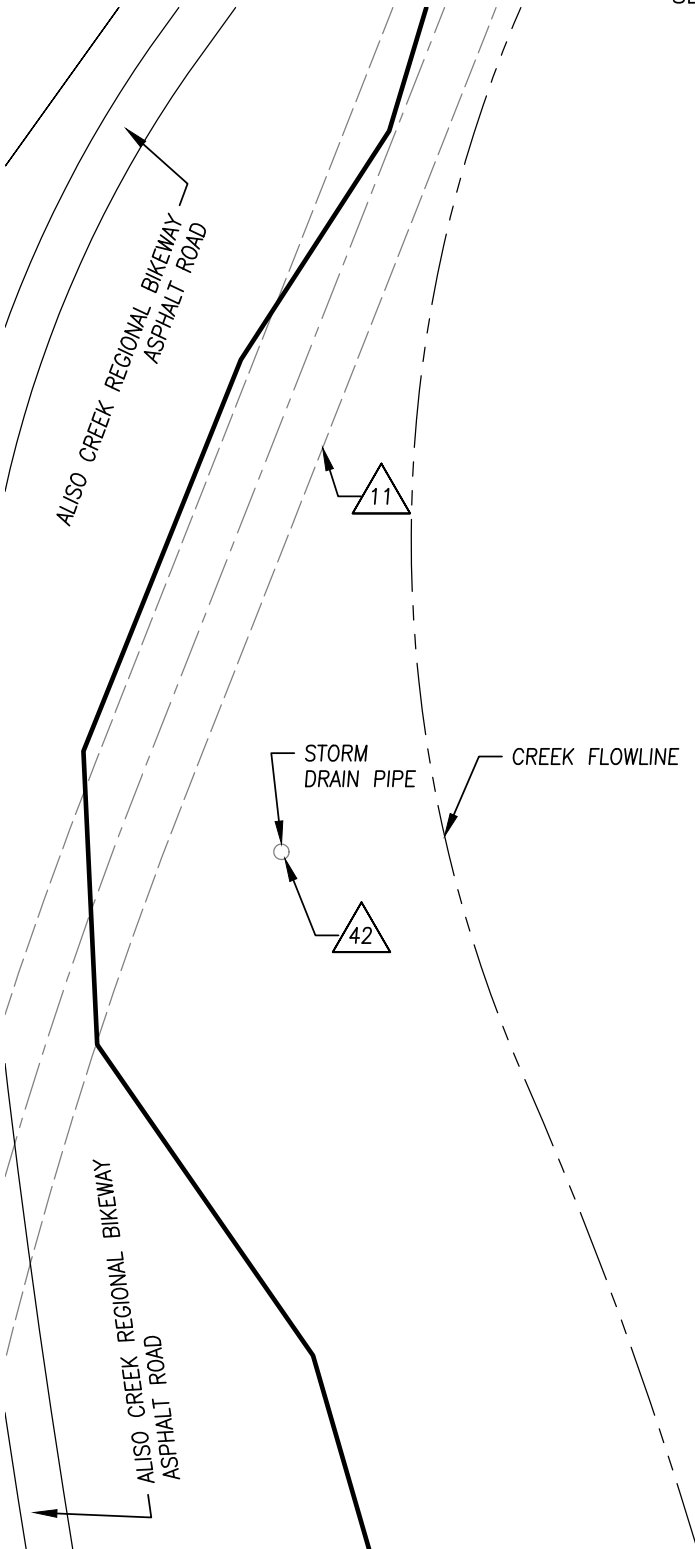
EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 19

SHEET 20 OF 28



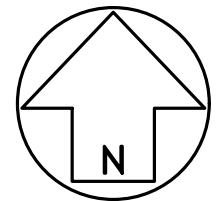
APN: 634-021-09

PARCEL 102

INST. 85-227768 O.R.

PARCEL 3
18.433 ACRES

PR70T-163



SCALE: 1" = 50'

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 21

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EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 20

PARCEL 102
INST. 85-227768 O.R.

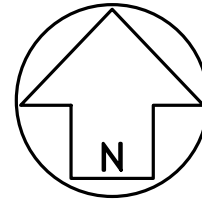
APN: 634-021-09

PR70T-163

PARCEL 3
18.433 ACRES

CREEK FLOWLINE

ALISO CREEK REGIONAL BIKEWAY
ASPHALT ROAD



SCALE: 1" = 50'

SEE SHEET 22

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 22



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EXHIBIT "G"
MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 21

SHEET 22 OF 28

PARCEL 102
INST. 85-227768 O.R.

APN: 634-021-09

PR70T-163

PARCEL 3
18.433 ACRES

SEE SHEET 21

CREEK FLOWLINE

SEE SHEET 23

UNGROUTED
RIPRAP

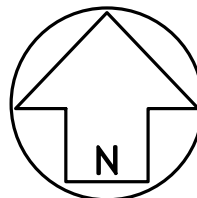
ALISO CREEK REGIONAL BIKEWAY ASPHALT ROAD

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 25



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SCALE: 1" = 50'

EXHIBIT "G"
MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 22

APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

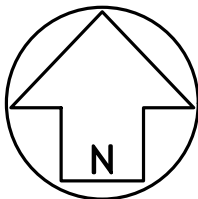
PR70T-163

PARCEL 3
18.433 ACRES

DIRT ROAD

CONCRETE
SIDEWALK

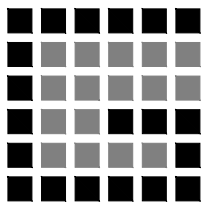
ALICIA PARKWAY



SCALE: 1" = 50'

SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 24



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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

EXHIBIT "G"

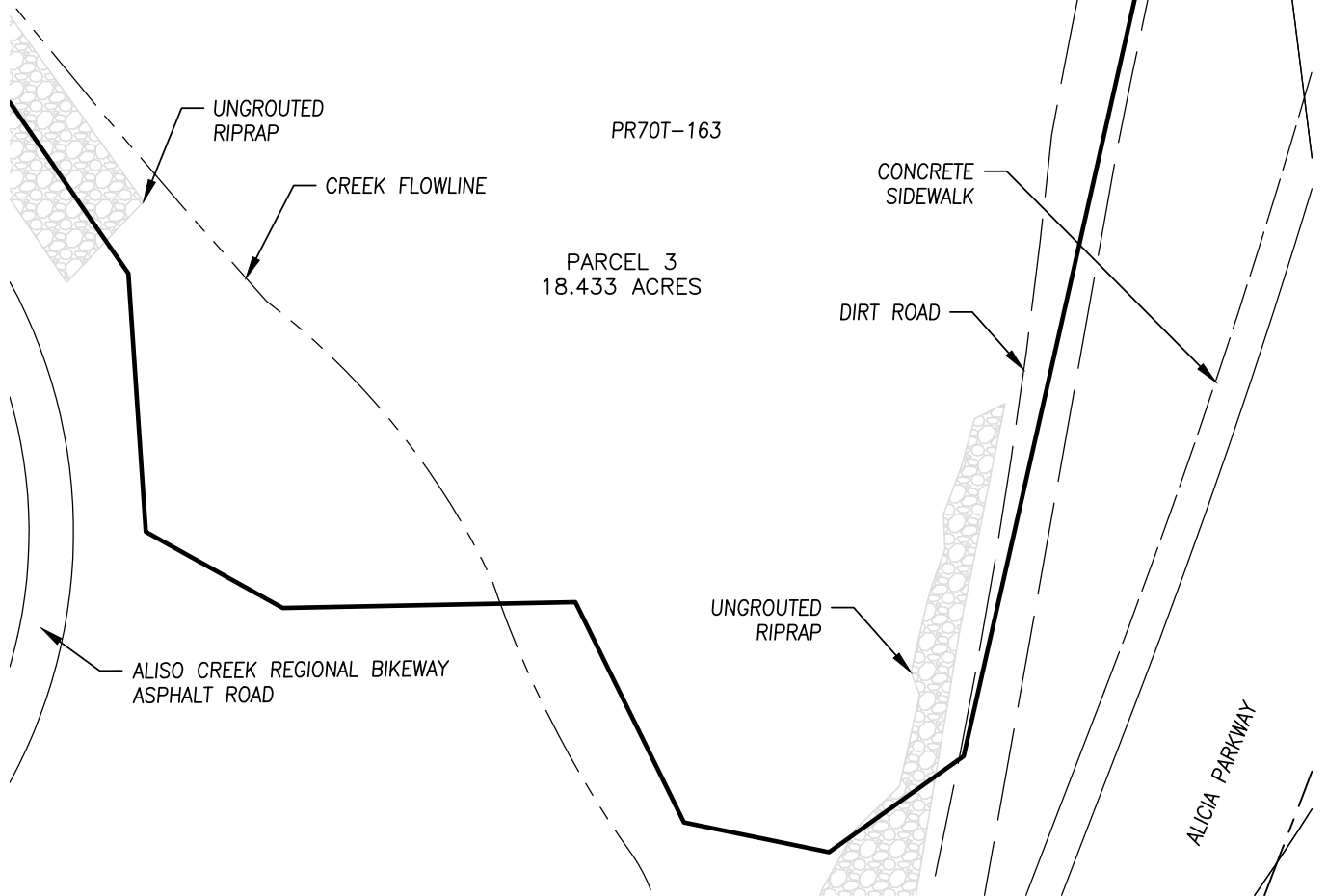
MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

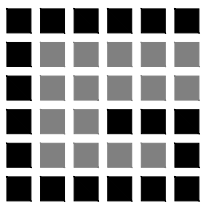
SEE SHEET 23

SEE SHEET 25

APN: 634-021-09
PARCEL 102
INST. 85-227768 O.R.



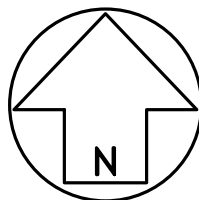
SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND



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Project No. 0122-02461 Aliso Creek_Exhibit G.dwg



SCALE: 1" = 50'

EXHIBIT "G"

MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEET 22

APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

PR70T-163

PARCEL 3
18.433 ACRES

UNGROUTED
RIPRAP

CREEK FLOWLINE

ALISO CREEK REGIONAL BIKEWAY
ASPHALT ROAD

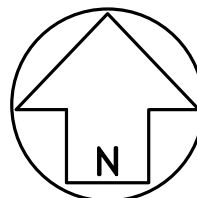
SEE SHEET 3 FOR LEGEND
SEE SHEETS 26 & 27 FOR EASEMENT LEGEND

SEE SHEET 24



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SCALE: 1" = 50'


EXHIBIT "G"


MAP OF PRESENT NATURAL
CONDITION OF THE
RESTRICTED PROPERTY


ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024


EASEMENT LEGEND


- 


CENTERLINE 10' WIDE EASEMENT TO SCE CO., RECORDED NOVEMBER 4, 1985 AS INSTRUMENT NO. 85-426428, OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 


CENTERLINE 10' WIDE EASEMENT TO SCE CO., RECORDED APRIL 14, 1987 AS INSTRUMENT NO. 87-203498, OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 


20' WIDE EASEMENT TO SCE CO., RECORDED DECEMBER 29, 1987 AS INSTRUMENT NO. 87-712778, OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 


CENTERLINE 25' WIDE T/L EASEMENT AND 4' WIDE ANCHOR EASEMENT TO SCE CO., RECORDED JANUARY 19, 1988, AS INSTRUMENT NO. 88-023152, OF OFFICIAL RECORDS
- 


CENTERLINE 25' WIDE EASEMENT TO TRI-CITIES MUNICIPAL WATER DISTRICT, RECORDED FEBRUARY 23, 1966 IN BOOK 7849, PAGE 26 OF OFFICIAL RECORDS.
- 


VARIES WIDE EASEMENTS FOR STREET, HIGHWAY, SLOPE AND DRAINAGE TO THE COUNTY OF ORANGE PER BOOK 8577, PAGE 122 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 

CENTERLINE 25' WIDE T/L EASEMENT AND 4' WIDE ANCHOR EASEMENT TO SCE CO., RECORDED MAY 13, 1970 IN BOOK 9287, PAGE 831 OF OFFICIAL RECORDS.
- 

REFERENCE LINE 20' WIDE EASEMENT TO ALISO WATER MANAGEMENT AGENCY RECORDED SEPTEMBER 25, 1980 IN BOOK 13759, PAGE 1855 OF OFFICIAL RECORDS.
- 

CENTERLINE 25' WIDE T/L EASEMENT AND 4' WIDE ANCHOR EASEMENTS TO SCE CO. RECORDED OCTOBER 29, 1980 IN BOOK 13809, PAGE 1951, OF OFFICIAL RECORDS.
- 

EASEMENT FOR SEWER LINES & WATER TRANSMISSION TO MOULTON-NIGUEL WATER DISTRICT. RECORDED MARCH 10, 1982 AS INSTRUMENT NO. 82-83053, OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 

REFERENCE LINE CENTERLINE 20' AND 30' WIDE EASEMENT TO ALISO WATER MANAGEMENT AGENCY PER FINAL ORDER OF CONDEMNATION FILED MARCH 18, 1982 AS INSTRUMENT NO. 82-94713 OF OFFICIAL RECORDS.
- 

SEWER LINES AND WATER TRANSMISSION EASEMENT TO MOULTON-NIGUEL WATER DISTRICT, RECORDED JANUARY 20, 1983 AS INSTRUMENT NO. 83-30435 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA..



Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

EXHIBIT "G"
 MAP OF PRESENT NATURAL
 CONDITION OF THE
 RESTRICTED PROPERTY
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

- 25 16' WIDE BIKE TRAIL, INGRESS/EGRESS, EQUESTRIAN TRAIL, AND BLANK FLOOD PLAIN EASEMENT TO THE COUNTY OF ORANGE PER TRACT NO. 12091, FIELD AUGUST 7, 1984 IN BOOK 526, PAGES 25-28 OF MISCELLANEOUS MAPS. DOESN'T AFFECT AREA.
- 27 STREET, HIGHWAY, SLOPE AND DRAINAGE EASEMENT TO THE COUNTY OF ORANGE, RECORDED JULY 14, 1986 AS INSTRUMENT NO. 86-297930 OF OFFICIAL RECORDS DOESN'T AFFECT AREA.
- 30 RIGHT OF WAY EASEMENT TO SCE CO., RECORDED AUGUST 18, 1988 AS INSTRUMENT NO. 88-409952, OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 31 20' WIDE EASEMENT FOR SEWER LINES & WATER TRANSMISSION PURPOSES TO MOULTON-NIGUEL WATER DISTRICT, RECORDED JULY 12, 1989 AS INSTRUMENT NO. 89-367792 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 32 REFERENCE LINE 25' WIDE EASEMENT TO TRI-CITIES MUNICIPAL WATER DISTRICT AND MOULTON-NIGUEL WATER DISTRICT, RECORDED FEBRUARY 5, 1991 AS INSTRUMENT NO. 91-54523 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 33 CENTERLINE 25' WIDE T/L EASEMENT AND 4' WIDE ANCHOR EASEMENT TO SCE CO., RECORDED MAY 31, 1991 AS INSTRUMENT NO. 91-273530 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 35 AFFECTS TRACT NO. 14331, BLANKET EASEMENT FOR AIRCRAFT, SOUND AND AVIGATION EASEMENTS, RECORDED JULY 7, 1992 IN BOOK 690, PAGES 19-20 OF MISCELLANEOUS MAPS. DOESN'T AFFECT AREA.
- 36 WATER TRANSMISSION AND ACCESS EASEMENT TO TRI-CITIES MUNICIPAL WATER DISTRICT, RECORDED OCTOBER 18, 1994 AS INSTRUMENT NO. 94-617344 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 37 QUITCLAIM DEED TO SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY, RECORDED AUGUST 20, 1996 AS INSTRUMENT NO. 96-425465 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 38 LANDSCAPE EASEMENT TO THE CITY OF LAGUNA HILLS, RECORDED OCTOBER 18, 1996, AS INSTRUMENT NO. 96-529568 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 39 WATER PIPE LINE EASEMENT TO TRI-CITIES MUNICIPAL WATER DISTRICT AND MOULTON-NIGUEL WATER DISTRICT, RECORDED OCTOBER 7, 1997 AS INSTRUMENT NO. 97-500301 OF OFFICIAL RECORDS. DOESN'T AFFECT AREA.
- 42 STORM DRAIN EASEMENT TO THE CITY OF ALISO VIEJO, RECORDED MAY 5, 2005 AS INSTRUMENT NO. 2005-346757 OF OFFICIAL RECORDS
- 43 EASEMENT DEED AND AGREEMENT TO THE CITY OF ALISO VIEJO. RECORDED OCTOBER 29, 2015 AS INSTRUMENT NO. 2015-504419 OF OFFICIAL RECORDS



Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

EXHIBIT "G"
 MAP OF PRESENT NATURAL
 CONDITION OF THE
 RESTRICTED PROPERTY

ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

EASEMENTS NOT PLOTTED

6. ROAD, UTILITY AND SEWER LINE EASEMENT TO LAGUNA NIGUEL CORPORATION, RECORDED MAY 28, 1959 AS BOOK 4733, PAGE 46 OF OFFICIAL RECORDS.
7. POLE LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JUNE 27, 1962 IN BOOK 6159, PAGE 847 OF OFFICIAL RECORDS.
8. POLE LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 20, 1962 IN BOOK 6185, PAGE 237 OF OFFICIAL RECORDS.
9. WATER TRANSMISSION PIPELINES AND APPURTENANCES THERETO EASEMENT TO TRI-CITIES MUNICIPAL WATER DISTRICT AND MOULTON-NIGUEL WATER DISTRICT, RECORDED AUGUST 11, 1965 IN BOOK 7626, PAGE 963 OF OFFICIAL RECORDS.
10. SLOPE EASEMENT TO ROOSMOOR CORPORATION, RECORDED IN JANUARY 19, 1966 IN BOOK 7814, PAGE 333 OF OFFICIAL RECORDS.
12. ELECTRIC TRANSMISSION LINES CONSISTING OF STEEL TOWERS AND APPURTENANCES TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED NOVEMBER 2, 1966 IN BOOK 8094, PAGE 308 OF OFFICIAL RECORDS.



Project No. 0122-02461 Aliso Creek_Exhibit G.dwg

EXHIBIT "G"
 MAP OF PRESENT NATURAL
 CONDITION OF THE
 RESTRICTED PROPERTY
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024