

NATIONAL FISH AND WILDLIFE FOUNDATION**AND****COUNTY OF ORANGE****ALISO CREEK MITIGATION SITE
LONG-TERM FUNDING AGREEMENT**

This Aliso Creek Mitigation Site Long-Term Funding Agreement ("Agreement") is entered by and between the National Fish and Wildlife Foundation, a Congressionally chartered foundation and District of Columbia non-profit corporation ("Foundation"), and County of Orange ("Recipient"), (together, the "Parties," and individually, a "Party"), as of the date of the signature of the last Party to sign (such date, the "Effective Date").

WHEREAS, this Agreement is necessitated in part by the terms and conditions required by the United States Army Corps of Engineers' ("USACE") Section 404 Permit No. SPL-2012-00830-VCL and amendments thereto ("Section 404 Permit"), issued to or held by Orange County Transportation Authority ("Permittee");

WHEREAS, to satisfy the requirements of the Section 404 Permit, Recipient will grant, concurrent with the execution of this Agreement, a perpetual Restrictive Covenant ("Restrictive Covenant") over 55.98 acres ("Restricted Property") contained within certain real property consisting of 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, which is legally described and depicted on Attachment A, attached hereto and incorporated by this reference,. The Restricted Property is intended to provide mitigation for certain impacts from the development of the Permittee's Renewed Measure M (M2) Freeway Program Projects;

WHEREAS, the Restrictive Covenant obligates Recipient to monitor the Restricted Property for compliance with the Restrictive Covenant and, pursuant thereto, to undertake certain in-perpetuity, ongoing, long-term maintenance and management obligations with respect to the Restricted Property in accordance with the "Final Long-Term Management Plan for Aliso Creek Mitigation Site," prepared by Glenn Lukos Associates dated August 2024 ("Long-Term Management Plan");

WHEREAS, the Section 404 Permit requires Permittee to be responsible for funding certain land management activities on the Restricted Property as described in the Long-term Management Plan;

WHEREAS, the Recipient is the entity that will receive funds under this Agreement to pay for performance of the specified land management activities on the Restricted Property;

WHEREAS, the Foundation is a charitable non-profit corporation established by the United States Congress in 1984 by the National Fish and Wildlife Foundation Establishment Act, 16 U.S.C. Section 3701 et seq., as amended ("Establishment Act"), and is a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code qualified to do business in California, and is authorized under the Establishment Act and other laws, including, California Government Code section 65965 et seq., to hold and administer funds for the long-term management and maintenance of compensation lands and mitigation or conservation bank properties;

WHEREAS, in accordance with the requirements of the Section 404 Permit and Restrictive Covenant referenced above, this Agreement establishes a fund to pay the costs of certain land management activities on the Restricted Property, and as such governs the intent, uses, benefits, purposes, and duration of the long-term maintenance and management ("LTMM Fund"), and the terms and conditions under which such fund will be established, held, and administered by the Foundation.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other and further consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. PURPOSES

- A. The purposes of this Agreement are to establish an LTMM Fund to be held by the Foundation in trust for the benefit of the Restricted Property, and to set forth the Parties' respective responsibilities with respect to the funds to be held in and administered from the LTMM Fund.
- B. If and to the extent the funds in the LTMM Fund are subject to the Uniform Prudent Management of Institutional Funds Act (Cal. Probate Code, section 18501, *et seq.*) ("UPMIFA"), this Agreement is the record under which the funds are transferred to, and held by, the Foundation, and as such shall be considered the "gift instrument" for purposes of UPMIFA. This Agreement shall be deemed in all respects to set forth the Parties' intent as to the uses, benefits, purposes, and duration of the LTMM Fund.

II. LTMM FUND ESTABLISHMENT, INVESTMENT, AND ADMINISTRATION

- A. This Agreement authorizes the Foundation to hold the LTMM Fund as requested by and received from the Permittee, in the amount of Seven Hundred Seven Thousand Twenty Dollars (\$707,020) ("Endowment Amount") as expressed in 2025 dollars, to be deposited in one lump-sum, to be held in trust for the long-term, perpetual land management activities specifically identified in Table 1 of the Long-Term Management Plan, the costs of which were estimated in the Property Analysis Record, dated February 12, 2024, (the "Endowment Assessment") all of which have been approved or reviewed by the USACE.

Tasks identified in Table 1 of the Long-Term Management Plan that receive funding from the LTMM Fund are the “Land Management Activities.”

- B. The Permittee shall pay (or cause to be paid) to the Foundation a single, one-time payment of Three Thousand Dollars (\$3,000) (“Account Establishment Fee”) for the Foundation’s establishment of a uniquely identifiable financial account constituting the LTMM Fund. The Foundation’s receipt of the Account Establishment Fee is an express condition precedent to the effectiveness of the Foundation’s obligations under this Agreement. The Account Establishment Fee is in addition to the LTMM Fund amount as set forth in Section II.A. above and the “Annual Fee” as set forth in Section II.C. below. The Parties agree, as soon as practicable after the Foundation's receipt of both the Account Establishment Fee and funds for deposit into the LTMM Fund, to invest the funds comprising the LTMM Fund in accordance with the Foundation’s prevailing Investment Policy Statement for Long-Term and "Quasi-Endowment" Land Management, Maintenance and Monitoring Funds Accounts Held by the National Fish and Wildlife Foundation, the current version of which is attached hereto as Attachment B and as the same may be modified from time to time in accordance with its terms. The Recipient shall have no right or responsibility with respect to the investment or financial management of the LTMM Fund under this Agreement or otherwise.
- C. The LTMM Fund shall be subject to an annual fee of one percent (1%) ("Annual Fee") of the LTMM Fund’s balance for the Foundation's annual administration, operation, reporting, and accounting of the LTMM Fund. The Foundation shall assess and collect the Annual Fee either quarterly or annually, in either case at the Foundation's election, during each year in which the account is in existence. The Foundation shall collect the Annual Fee by deducting it from the balance of the LTMM Fund.
- D. The Foundation shall submit to the USACE and Recipient an activity report for the LTMM Fund by March 15 of each calendar year the LTMM Fund is in existence. In each activity report, the Foundation shall report on the balance of the LTMM Fund at the beginning of the calendar year; deposits; disbursements; fees; earnings, gains, losses and other investment activity accruing to the LTMM Fund during the previous calendar year; administrative expenses; the balance of the LTMM Fund at the end of the calendar year; and the specific asset allocation percentages of the portfolio in which the LTMM Fund is invested. If requested, the Foundation shall also provide to the USACE and Recipient a copy of its most recent financial statement as prepared by an independent auditor.
- E. Disbursements from the LTMM Fund shall be made in accordance with Section IV of this Agreement, entitled Recipient Land Management.

III. FOUNDATION'S FIDUCIARY OBLIGATIONS AND LIMITATIONS ON LIABILITY

- A. The Foundation shall have a duty of loyalty to the Restricted Property with respect to the LTMM Fund, and shall not use or borrow against funds in the LTMM Fund for its own benefit, except for assessment and collection of the fees due to the Foundation or its financial institutions pursuant to this Agreement.

- B. The Foundation shall not be liable to the USACE, the Permittee, the Recipient, or any other entities or persons for losses arising from investment of funds in the LTMM Fund that is consistent with this Agreement.

IV. RECIPIENT LAND MANAGEMENT

- A. Performance of Land Management Activities. The Recipient has agreed to perform the Land Management Activities on the Restricted Property. Funding to pay the costs of the Land Management Activities shall be provided in accordance with the terms and conditions set forth below. If, at any time, the Long-Term Management Plan, the Land Management Activities, the Endowment Assessment, or the Endowment Payment Schedule (as such term is defined below) is amended or otherwise modified, then:
1. The Recipient shall immediately notify the Foundation in writing of such amendment or modification;
 2. The Recipient shall transmit to the Foundation as soon as practicable the amended Long-Term Management Plan, Land Management Activities, Endowment Assessment, or Endowment Payment Schedule, as applicable, along with the corresponding written approval by the USACE of each such amended document; and
 3. Any amended Long-Term Management Plan, Land Management Activities (and associated costs), Endowment Assessment, and Endowment Payment Schedule, as approved by the USACE, shall upon receipt by the Foundation supersede and replace their original counterparts, and shall thereafter govern as the "Long-Term Management Plan," "Land Management Activities," "Endowment Assessment," and "Endowment Payment Schedule" under this Agreement.
- B. Funding for Land Management Activities. The Foundation hereby agrees to disburse funds from the LTMM Fund to the Recipient to pay the costs of Recipient's performance of the Land Management Activities on the Restricted Property, upon the terms and conditions set forth below.
- C. Scope of Services to be Performed. The Recipient will perform the Land Management Activities as set forth in the Long-Term Management Plan and the Endowment Assessment. The Recipient will pay for the costs of such Land Management Activities using the funds disbursed to it under this Agreement. The Parties agree and acknowledge that the Long-Term Management Plan and the Endowment Assessment were created by or on behalf of the Permittee and approved by the USACE. The Foundation is expressly entitled to rely on the validity of the USACE approval and the accuracy and validity of the Long-Term Management Plan and the Endowment Assessment without independent verification. The Foundation shall not be liable in any respect to the USACE, the Permittee, the Recipient, or to any other entities or persons, for errors, omissions, inaccuracies, or other elements of the Long-Term Management Plan or the Endowment

Assessment, whether contained therein or omitted therefrom. The Parties agree and acknowledge that the Recipient is required to perform the Land Management Activities on the Restricted Property only to the extent funds are made available to the Recipient under this Agreement to pay for performance of such Land Management Activities. In addition, in the event an amendment is made to the Long-Term Management Plan that changes the Land Management Activities identified in the Endowment Assessment, thereby requiring an amendment to the Endowment Assessment or Endowment Payment Schedule, the Foundation shall not be liable to the USACE, the Permittee, the Recipient, or to any other entities or persons for any decision by USACE to approve the amendment to the Endowment Assessment or the Endowment Payment Schedule in any way that impairs the viability of the LTMM Fund as a source of perpetual funding for the Land Management Activities on the Restricted Property.

D. Payment.

1. *Payment in the Ordinary Course.*

- a. Unless approved otherwise by the USACE in writing, the Foundation shall not make any disbursement of funds from the LTMM Fund unless and until it receives from the Recipient a copy of the USACE's written confirmation that performance standards have been attained and the LTMM Fund has been fully funded for a period of at least three (3) years. The Foundation's receipt of USACE's written confirmation (or other written approval) in this respect is an express condition precedent to the Foundation's initial disbursement of funds from the LTMM Fund.
- b. In consideration of the Land Management Activities to be performed by the Recipient, the Foundation shall disburse to the Recipient from the LTMM Fund annual, advance payments (each such payment, an "Endowment Payment") which the Recipient shall use to pay the costs of Land Management Activities to be performed by the Recipient throughout the forthcoming calendar year. Each Endowment Payment will be made for the amount requested by the Recipient in a written payment request (hereinafter, a "Payment Request") submitted to the Foundation pursuant to this Section D (as adjusted by a measure of inflation as described below in this subsection). Each Payment Request is subject to a maximum annual dollar limit calculated as the total dollar value of Land Management Activities, exclusive of any contingency amount, or any incremental amount for non-annual work items (the funds for such non-annual work items to be paid in full in the calendar year immediately preceding the calendar year in which the applicable work item is to be performed), for the applicable calendar year as set forth in the Endowment Assessment. An Endowment Payment Schedule (as hereinafter defined) created and/or approved by the USACE reflecting the foregoing, i.e., the total dollar value of Land Management Activities for each calendar year, including annual and applicable non-annual occurrence expenses, exclusive of any contingency amount, set forth in the Endowment Assessment ("Endowment Payment Schedule"), is attached to this Agreement as

Attachment C, and incorporated herein by reference. Payment Requests shall be made in accordance with the Endowment Payment Schedule except as otherwise provided in this Agreement. Each Endowment Payment shall be adjusted by a measure of inflation over the period of time since the Endowment Assessment was completed (i.e., 2025). The measure of inflation shall be calculated using the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index - West Region (1982-84=100), or the successor of such index over the same period of time.

- c. The Recipient must submit to the Foundation the written confirmation specified in Section IV.D.1 a. on or before the date of its first Payment Request. The Recipient must submit to the Foundation a Payment Request between July 1 and November 15 of a calendar year and must comply with the reporting requirement in Section E below in order to receive an Endowment Payment to fund Land Management Activities in the immediately following calendar year. Absent the express written direction of the USACE, the Recipient will not be eligible to receive an Endowment Payment for the immediately forthcoming calendar year if the Recipient has failed to submit to the Foundation a Payment Request between July 1 and November 15 of the then-current calendar year. The Foundation will disburse Endowment Payments in December of the then-current calendar year for Payment Requests properly submitted to the Foundation in the period from the immediately prior July 1 through November 15.
 - d. The Recipient shall submit all Payment Requests via email, fax, or mail to the Foundation. In the event an alternate method of requesting payment becomes available in the future, such as an online payment request system, the Foundation will notify the Recipient and provide appropriate instructions. All Payment Requests must include a written statement by the Recipient that (1) the Endowment Payment will be used exclusively for payment of expenses of Recipient for Land Management Activities and (2) the Recipient reasonably expects the Land Management Activities specified in the Endowment Assessment for the applicable calendar year to be actually necessary in that year.
2. *One-time Payments.* Upon request by the Recipient, the USACE may give approval to the Foundation in writing to disburse a specific amount of funding from the LTMM Fund not contemplated by the Long-Term Management Plan or Endowment Assessment, to the Recipient so that the Recipient may perform an activity, or activities, which the USACE determines to be appropriate with respect to management of the Restricted Property. The Foundation will disburse to Recipient any such one-time payment from the LTMM Fund for Land Management Activities within thirty (30) days of receipt of the USACE's approval. Any such one-time payment may fund, but is not necessarily restricted to, activities in response to a catastrophic event (e.g., recovery after a fire), and/or a contingency. Upon receipt of such one-time payment, the Recipient shall, as soon as practicable, perform whatever activity or activities, the one-time payment is intended to fund. The Recipient and the Foundation hereby acknowledge that disbursements of a one-time payment not

contemplated by the Long-Term Management Plan or Endowment Assessment may impair or preclude the viability of the LTMM Fund as a source of perpetual funding for the Land Management Activities on the Restricted Property. The Foundation shall not be liable to the USACE or to any other entities or persons for a one-time payment determined to be appropriate with respect to management of the Restricted Property under this Subsection 2 that impairs the viability of the LTMM Fund as a source of perpetual funding for the Land Management Activities on the Restricted Property.

3. *Overages in Payments.* Any portion of an Endowment Payment that remains unspent by the Recipient as of the end of the calendar year for which such amount was paid shall be deemed an "overage" for purposes of this subsection. Any overage shall be (a) retained and accounted for by the Recipient; (b) used by the Recipient exclusively for payment of costs of the immediately following year's Land Management Activities; (c) reflected as a deduction from the amount of the Payment Request submitted by the Recipient for the immediately following year; and (d) deducted from the amount of the Endowment Payment made by the Foundation for such following year.
4. *Foundation Notification to Recipient to Consider Reduction or Suspension of Payments.* From time to time the Foundation's financial advisors may advise that the LTMM Fund has decreased to levels that may threaten its continued existence as a source of perpetual funding for Land Management Activities, whether due to unexpected investment performance or otherwise. The Foundation shall notify Recipient and the USACE in writing of any such appraisal. Upon receipt of such notice, Recipient may (in consultation with the Permittee and the USACE) determine whether any reduction in or suspension of Endowment Payments for the upcoming calendar year is warranted or desired. Recipient's determination shall be communicated by Recipient to the Foundation, the Permittee and the USACE in writing and shall be reflected in the applicable Payment Request. The Foundation shall be obligated to follow the written determination of Recipient as reflected in the Payment Request. After any reduction or suspension of an Endowment Payment pursuant to this Section IV.D.4 in a particular year, Recipient and the Foundation will, in the immediately following year and afterward, resume the standard process for requesting and paying Endowment Payments in the ordinary course as set forth in Section IV.D.1.b. above, unless and until the Foundation provides another notification under this Section IV.D.4. and Recipient implements a corresponding reduction in or suspension of an Endowment Payment. The Foundation shall not be liable in any manner to the Recipient, Permittee, USACE, or any other entities or persons by virtue of following the determination contained in any Payment Request submitted to Foundation following any written notification provided by Foundation to Recipient pursuant to this Subsection IV.D.4.
5. *Replacement Recipient.* The USACE may at the request of Recipient approve the appointment of a replacement recipient proposed by Recipient. Any replacement recipient approved by USACE shall assume the rights and responsibilities of the

- “Recipient” hereunder, including but not limited to the right to receive Endowment Payments and other payments under this Agreement and the obligation to perform the Land Management Activities. In the event the USACE approves the appointment of a replacement recipient, written notification of the USACE’s approval of the replacement recipient will be provided by the Recipient to the Foundation, Recipient, and the replacement recipient. The Foundation shall have no obligation to make disbursements from the LTMM Fund to the replacement recipient unless and until: 1) replacement recipient executes an assignment and assumption agreement with the Recipient that is acceptable to the Foundation whereby: a) the Recipient assigns and otherwise transfers in all respects to replacement recipient all rights, obligations, title and interest held by the Recipient in this Agreement; and b) the replacement recipient agrees to accept such assignment and assume all rights, obligations, title, and interest of the Recipient; or 2) this Agreement is terminated and replacement recipient enters into a substitute agreement with the Foundation.
- E. Review and Reporting Requirements. The Recipient shall submit to the Foundation and the USACE an annual funding report ("Annual Funding Report") for each calendar year this Agreement is in effect. Each Annual Funding Report shall be submitted by the Recipient between January 1 and January 31, or at least thirty (30) days prior to the effective date of termination of this Agreement. The Annual Funding Report shall (1) describe in reasonable detail the Land Management Activities performed by the Recipient during the immediately preceding calendar year or in the event of termination the then-current calendar year (in either case, the "Reporting Period"); (2) detail all expenses incurred by or on behalf of the Recipient for Land Management Activities performed during the Reporting Period; (3) describe any discrepancy between the Land Management Activities expected to be performed during the Reporting Period in accordance with the Long-Term Management Plan and the Endowment Assessment and the Land Management Activities actually performed during the Reporting Period; and (4) describe any discrepancy between the costs of Land Management Activities as modeled in the Endowment Assessment and the costs of Land Management Activities actually performed during the Reporting Period.

The Parties expressly agree and acknowledge that the Foundation is entitled to rely on the accuracy and validity of the Annual Funding Reports submitted by the Recipient and shall have no duty to independently verify the information set forth therein. The Parties further agree and acknowledge that, except as otherwise expressly permitted or required by this Agreement, the Foundation shall have neither the right nor the obligation to reduce, suspend, or otherwise modify Endowment Payments based on the contents of any Annual Funding Report, and that any remedial action under this Agreement or otherwise with respect to Endowment Payments based on the contents of any Annual Funding Report shall be the exclusive right and/or obligation of the USACE; provided, however, that if Recipient fails to submit an Annual Funding Report as required by this Section E in any calendar year, then Recipient shall not be entitled to request or receive an Endowment Payment in such calendar year.

F. Compliance with Laws; Indemnification.

1. In conducting the Land Management Activities and performing its obligations under this Agreement, the Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure all appropriate and necessary public or private permits, approvals, and consents.
2. The Foundation and Recipient shall indemnify and hold harmless each other, and their respective officers, directors, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with any breach by the indemnifying party of its obligations under this Agreement (including, in the case of the Recipient, of its obligation to perform the Land Management Activities).
3. The terms of this Section IV.F. will survive termination of this Agreement.

V. TERM, TERMINATION, AND TRANSFER

- A. This Agreement shall continue in full force and effect unless and until terminated by either Party, which termination shall be effective on the date specified by either party in a written notice delivered to the other parties not less than one hundred eighty (180) days prior to the intended date of termination. Notwithstanding the immediately preceding sentence, regardless of the date that notice of termination is provided and the passage of the intervening minimum one hundred eighty (180) notice period, termination is not effective unless and until the Foundation has transferred in an orderly fashion the custody, control or other power necessary for the investment, management, and administration of all the funds in the LTMM Fund (other than funds in an amount equal to any fees due and owing to the Foundation or its financial institutions) to an entity identified by the Recipient and approved by USACE to serve as successor.
- B. Prior to the effective date of termination of this Agreement, the Foundation shall transfer all funds remaining in the LTMM Fund, other than fees due and owing to the Foundation or its financial institutions, to the control of a USACE-approved entity to serve as a successor.
- C. Within ninety (90) days following final disbursement of the funds in the LTMM Fund to any successor, the Foundation shall provide to the Recipient (and, if requested, the USACE) a final financial activity report on the LTMM Fund.

VI. CONTACT INFORMATION AND COMMUNICATIONS

- A. All approvals, notices, reports, and other communications required or permitted under this agreement shall be in writing and delivered by first-class mail, overnight mail,

electronic mail, or electronic PDF format. Each party agrees to notify the other promptly after any change in name representative, address, telephone, or other contact information.

- B. If any notice or communication is required or permitted to be delivered to the USACE hereunder, such notice or communication shall be delivered to the USACE lead contact identified below.

Los Angeles District, Regulatory Division
915 Wilshire Boulevard, Suite 1109
Attn: Chief, Regulatory Division
RE: SPL-2012-00830-VCL
Phone: (805) 585-2148
Email: Aaron.O.Allen@usace.army.mil

- C. The individuals named below shall be the representatives of the Recipient and the Foundation for purposes of this Agreement:

Foundation Primary: Anne Butterfield
Assistant Director, Impact-Directed Environmental
Accounts
National Fish and Wildlife Foundation
1625 Eye Street NW, Suite 300
Washington, DC 20006
Phone: (415) 243-3106
Email: anne.butterfield@nfwf.org

Foundation Alternate: Heather Broda
Senior Manager, Impact-Directed Environmental Accounts
National Fish and Wildlife Foundation
1625 Eye Street NW, Suite 300
Washington, DC 20006
Phone: (415) 243-3105
Email: heather.broda@nfwf.org

Recipient: County of Orange
Parks Department
13042 Old Myford Road
Irvine, CA 92602
Attn: Director of Orange County Parks
Phone: 714-973-6855
Email: parksdirectoroffice@ocparks.com

- D. The Parties agree and acknowledge that any change to their respective Representatives as set forth in Section VI.C. above shall not constitute an amendment to this Agreement and may be effected through written notice to the other Parties.

VII. MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement is held to be unlawful or invalid by any court of law with duly established jurisdiction over this Agreement, the parties intend that the remainder of this Agreement shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).
- B. Except as provided with respect to amendments to the Long-Term Management Plan and the Endowment Assessment, this Agreement may be amended only by a written amendment, signed by the Parties and approved in advance, in writing, by the USACE. Counterpart originals and/or portable document format (pdf) versions of signed amendments are acceptable and will be treated as binding originals, but this Agreement may not be amended via electronic mail.
- C. Each of the Parties is acting in its independent capacity in entering into and carrying out this Agreement and not as an agent, employee, or representative of any of the other Parties.
- D. The Parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The Parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the Parties will then elevate the dispute to the appropriate officials within their respective organizations.
- E. Nothing contained in this Agreement is intended to unlawfully delegate the USACE's duties or to limit the authority of the USACE to fulfill its statutory or regulatory responsibilities. Nothing contained in this Agreement shall be construed to obligate the expenditure of funds by the USACE, or to require USACE to take action that would violate the Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, and 1517). Nor shall any review or approval by the USACE under this Agreement be construed as giving USACE custody or possession of any funds within the meaning of the Miscellaneous Receipts Statute (31 U.S.C. § 3302).
- F. The Foundation may provide information about this Agreement and the subject matter hereof to the United States federal government in compliance with the Establishment Act.
- G. This Agreement shall not be the basis of any claims, rights, causes of action, challenges, or appeals by any person not a Party to this Agreement, except that the USACE shall have the rights and obligations expressly assigned to it hereunder and, for such purposes, shall be an intended third-party beneficiary of this Agreement.

- H. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and applicable federal law; however, nothing in this Agreement shall be interpreted as an agreement by USACE to be subject to California law.
- I. Any waiver by either Party of any term or provision of this Agreement shall be given in writing. No waiver shall be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision respecting any other event or circumstance.
- J. The headings used in this Agreement are for convenience only and shall not determine or limit the interpretation, construction or meaning of this Agreement.
- K. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
- L. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and may not be amended, except in writing signed by each Party hereto and approved in advance, in writing, by the USACE.
- M. Each Party to this Agreement warrants to the other that its respective signatory has full right and authority to enter into and consummate this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, intending to be bound legally.

NATIONAL FISH AND WILDLIFE FOUNDATION

By: Robert Polin Date: 07/23/25
Robert Polin, Vice President
Impact-Directed Environmental Accounts

COUNTY OF ORANGE

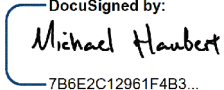
By: _____ Date: _____
Pam Passow
Director, OC Parks
Pursuant to Delegated Authority in
Minute Order: _____

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Date: 8/14/2025

By: Michael Haubert
Deputy

Signature:  _____
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ATTACHMENT A

Legal Description and Depiction of Restricted Property

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 $114^{\circ}31'56''$ a distance of 98.93 feet;

thence non-tangent to said curve South $61^{\circ}32'35''$ East 68.44 feet;

thence South $47^{\circ}26'10''$ East 240.39 feet;

thence South $00^{\circ}44'36''$ West 93.70 feet;

thence South $17^{\circ}46'35''$ West 48.59 feet;

thence South $18^{\circ}22'27''$ East 128.13 feet;

thence South $37^{\circ}16'46''$ East 65.89 feet;

thence South $03^{\circ}54'06''$ East 25.52 feet;

thence South $44^{\circ}40'43''$ West 24.58 feet;

thence South $06^{\circ}04'25''$ East 74.01 feet;

thence South $83^{\circ}38'25''$ East 22.37 feet;

thence South $24^{\circ}36'45''$ East 34.33 feet;

thence North $87^{\circ}35'37''$ East 37.70 feet;

thence South $51^{\circ}56'31''$ East 59.44 feet;

thence South $30^{\circ}53'19''$ East 72.61 feet;

thence South $16^{\circ}08'51''$ East 100.55 feet;

thence South $65^{\circ}40'33''$ East 44.02 feet;

thence South $16^{\circ}54'06''$ West 68.33 feet;

thence South $29^{\circ}12'05''$ East 81.59 feet;

thence South $30^{\circ}04'06''$ West 140.39 feet;

thence South $26^{\circ}03'20''$ West 87.50 feet;

thence South $33^{\circ}25'23''$ West 92.13 feet;

thence South $42^{\circ}42'37''$ West 48.20 feet;

thence South $12^{\circ}18'28''$ 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;

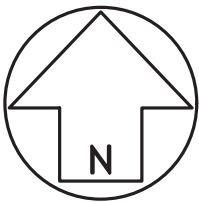
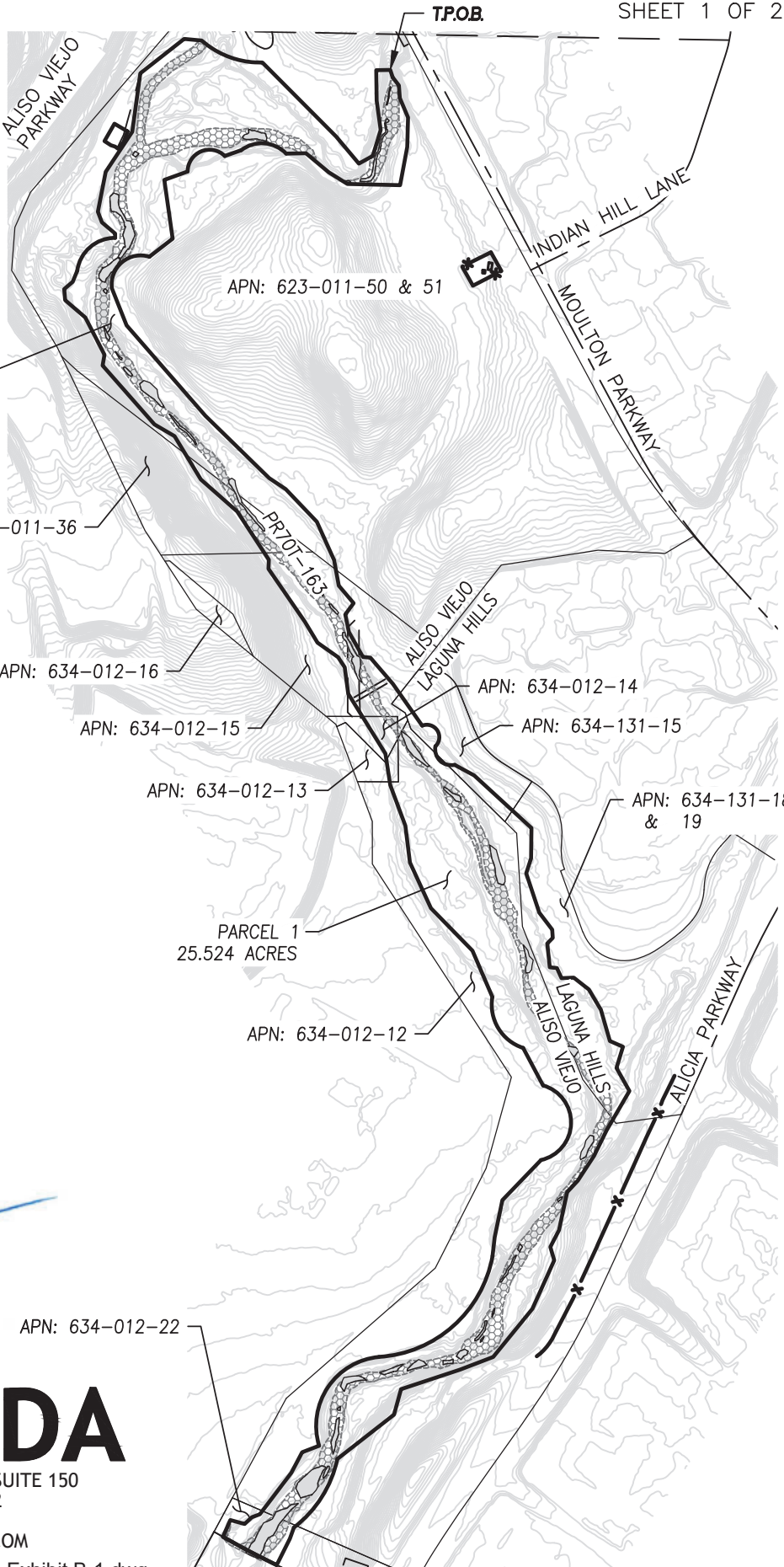
thence North 17°52'51" East 35.51 feet to the beginning of a non-tangent curve concave easterly having a radius of 100.06 feet, a radial line to said curve bears South 66°28'51" West;

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



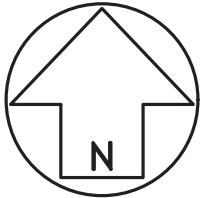
GUIDA
 220 COMMERCE, SUITE 150
 IRVINE, CA 92602
 949.777.2000
 WWW.GUIDAINC.COM

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

EXHIBIT "B-1"



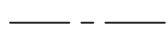
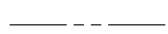
DEPICTION OF RESTRICTED AREA
ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
JUNE 2024

SEE SHEETS 11-12
FOR DETAILS

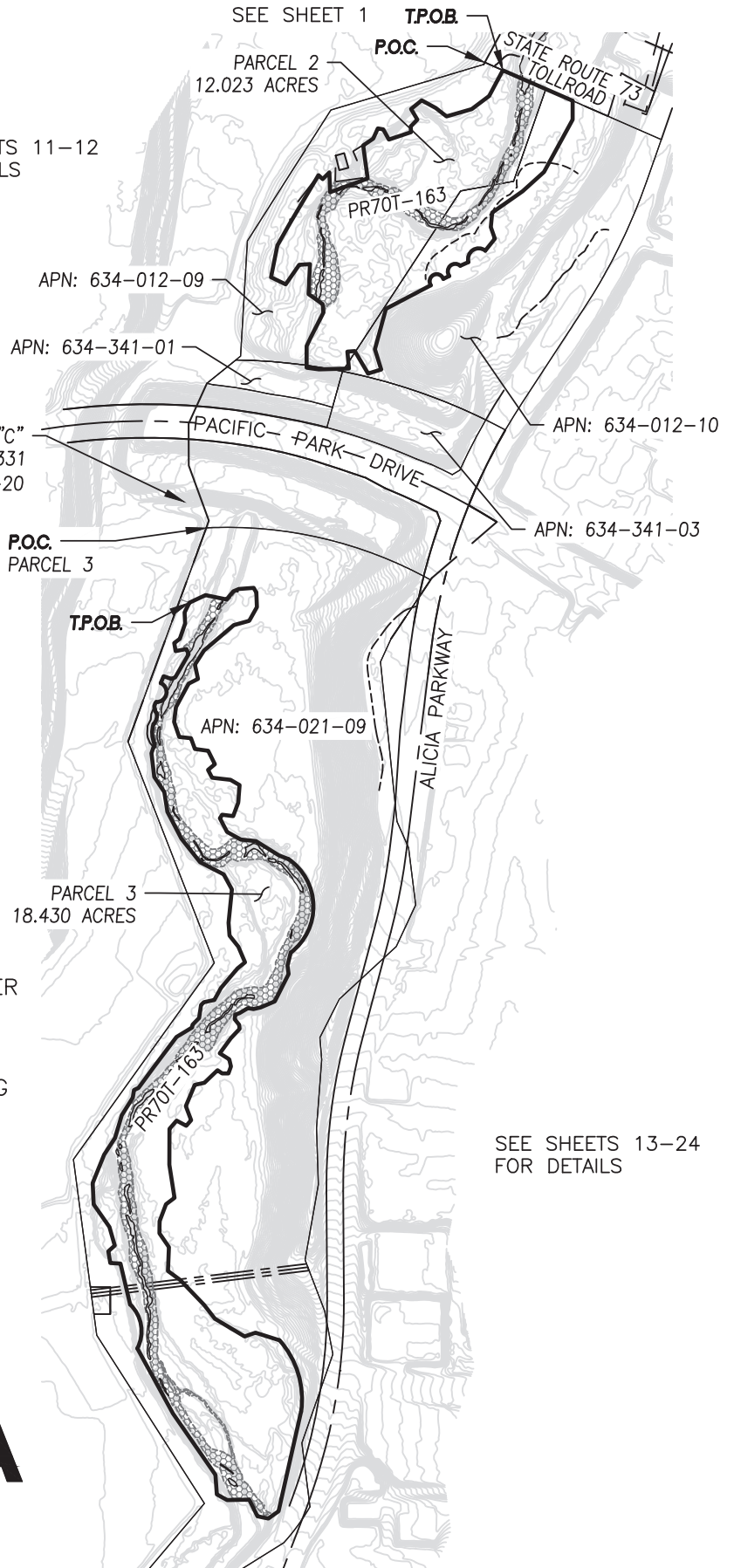


SCALE: 1" = 600'

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

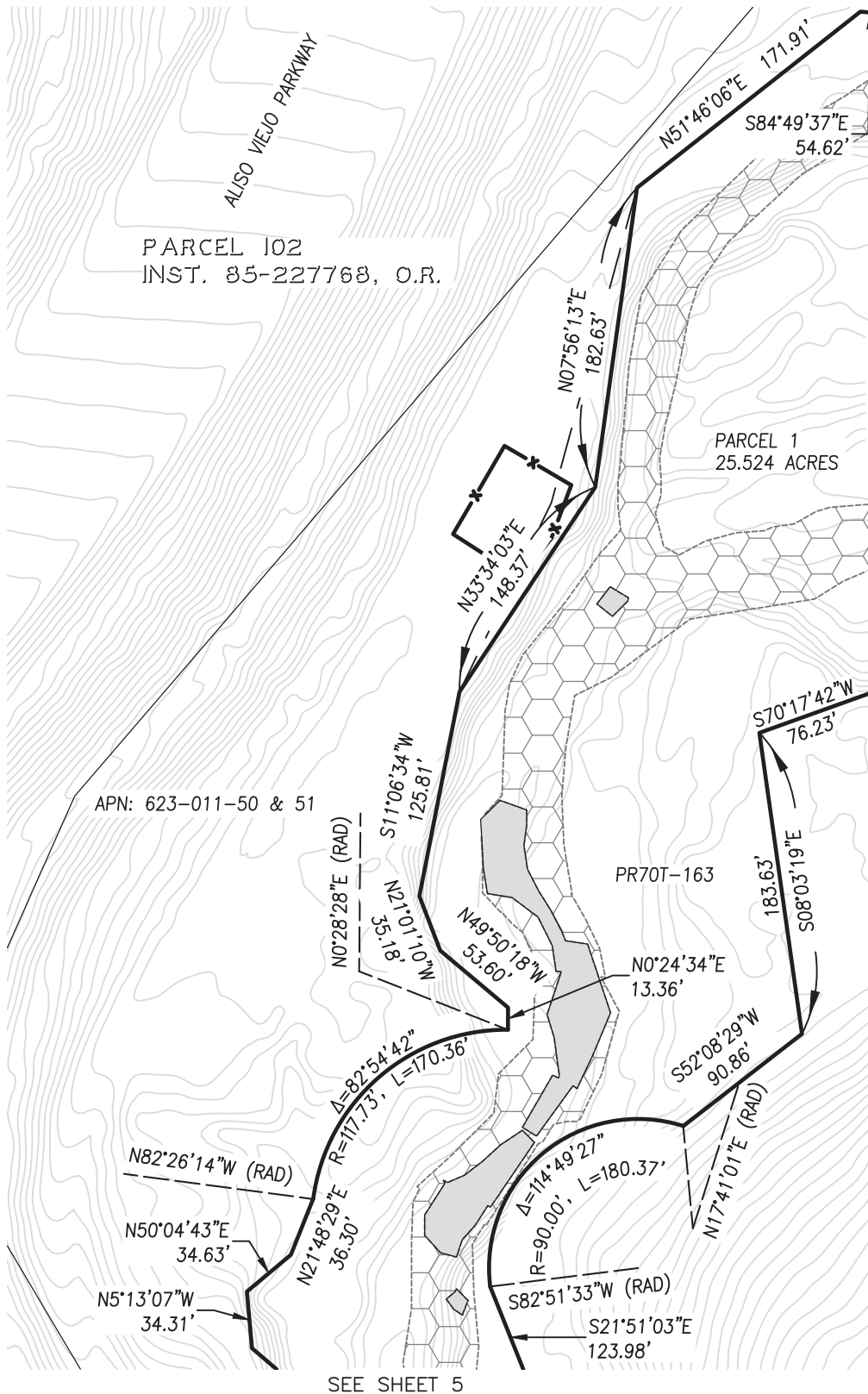


SEE SHEETS 13-24
FOR DETAILS



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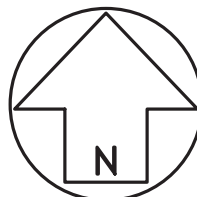
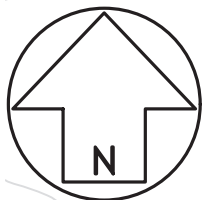
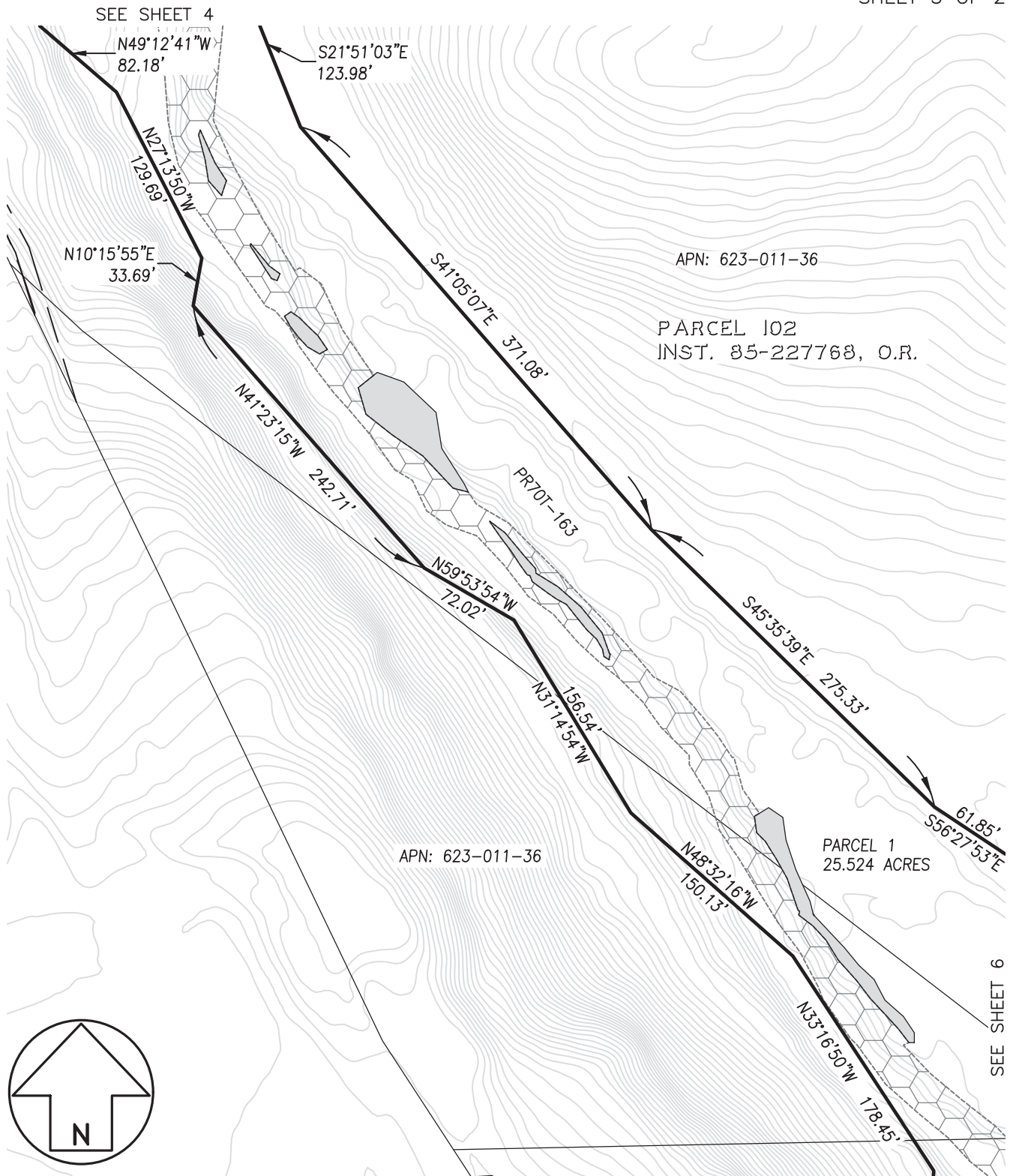


EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

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

SCALE: 1" = 100'



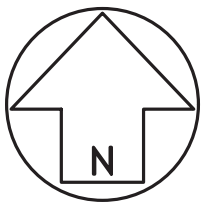
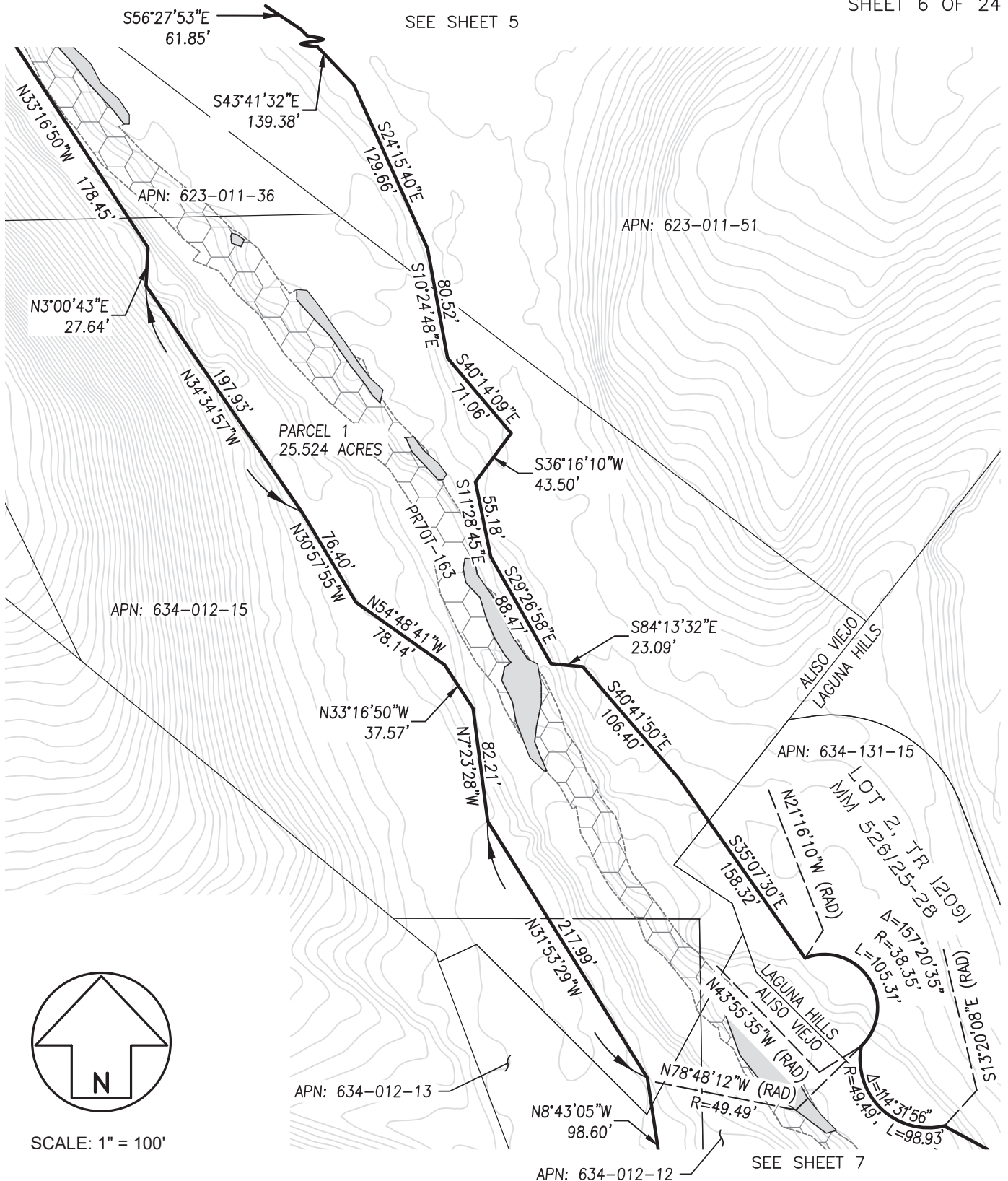
SCALE: 1" = 100'

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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



SCALE: 1" = 100'

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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 7

SHEET 8 OF 24

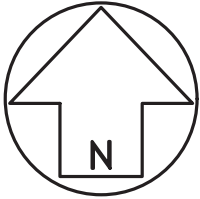
$\Delta=81^{\circ}39'22''$
 $R=140.43', L=200.14'$

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

$N4^{\circ}55'35''E$ 171.81'

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

$\Delta=157^{\circ}39'48''$, $R=118.99'$

$N15^{\circ}52'34''E$ (RAD)

131.59'

$N27^{\circ}57'53''W$

68.33'

$S16^{\circ}54'06''W$

81.59'

$S29^{\circ}12'05''E$

140.39'

$S30^{\circ}04'06''W$

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'

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

$S26^{\circ}03'20''W$
87.50'

$S12^{\circ}18'28''W$
120.64'

$S26^{\circ}58'29''W$
58.25'

$S16^{\circ}24'39''E$
42.94'

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

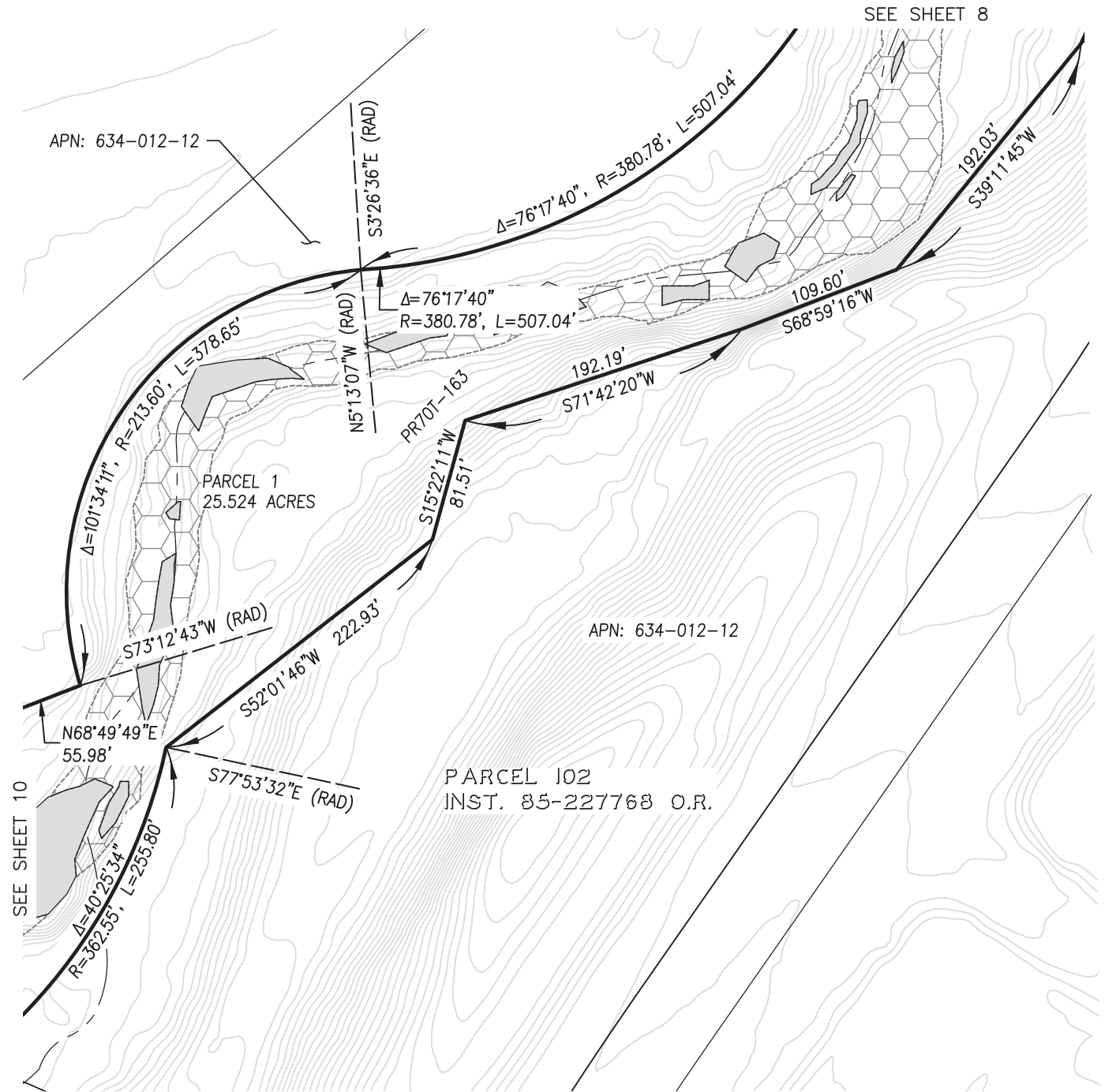
$\Delta=76^{\circ}17'40''$
 $R=380.78', L=507.04'$

SEE SHEET 9

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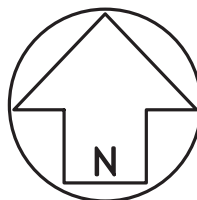
Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

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ALISO & WOOD CANYONS WP
COUNTY OF ORANGE
STATE OF CALIFORNIA
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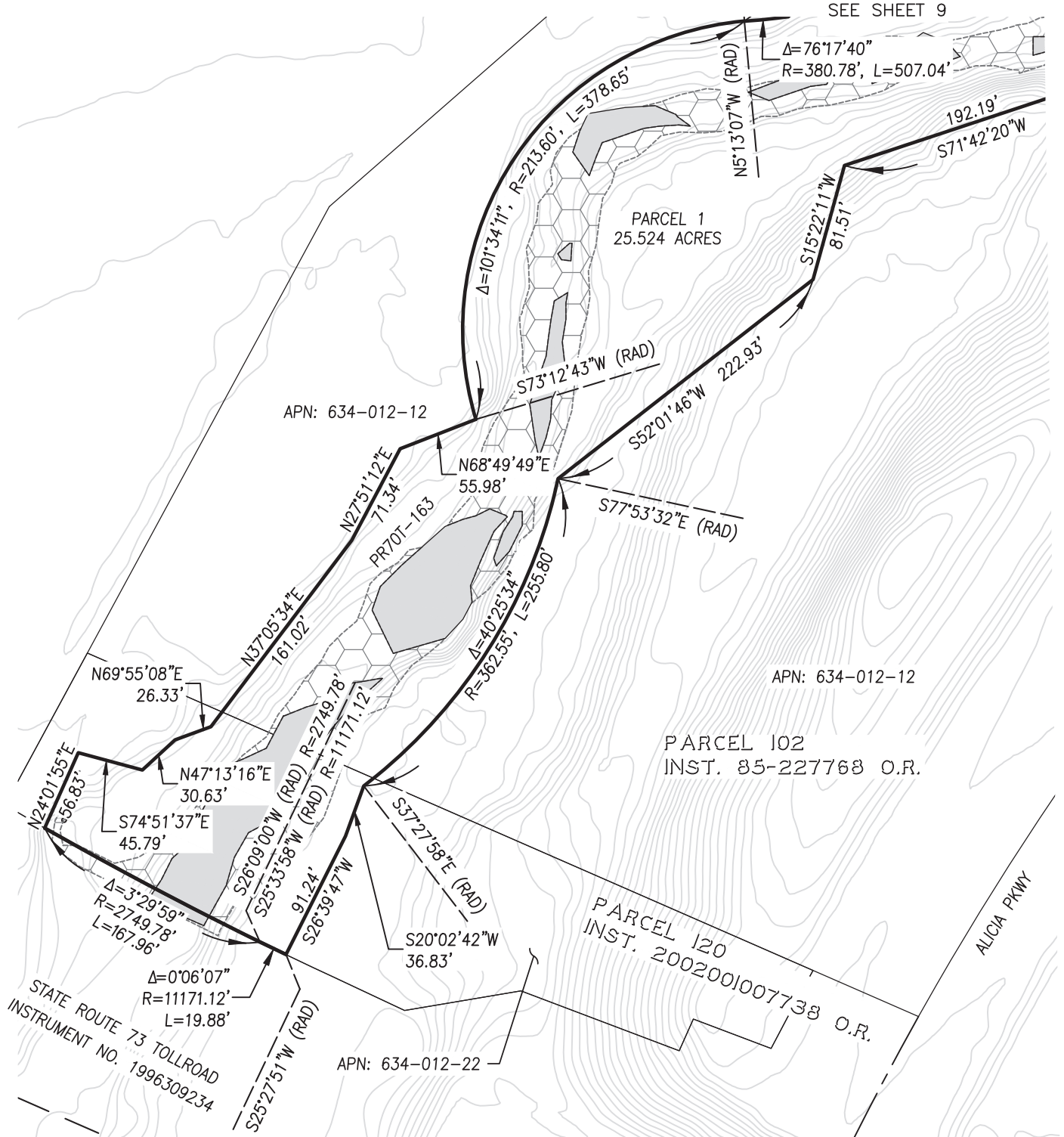
Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg



SCALE: 1" = 100'

EXHIBIT "B-1"
DEPICTION OF RESTRICTED AREA
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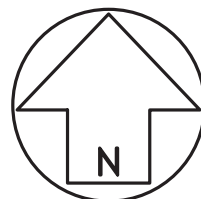
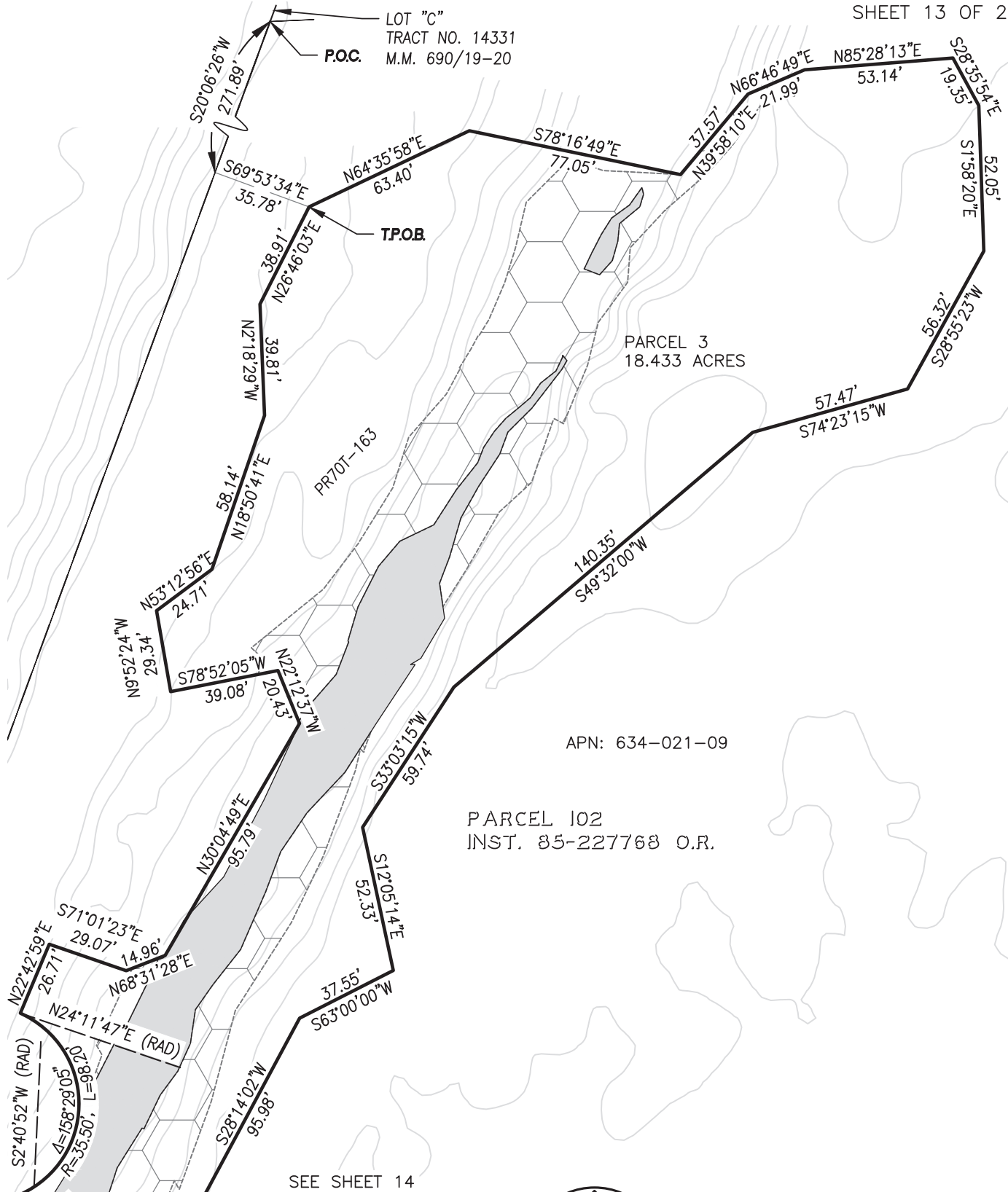


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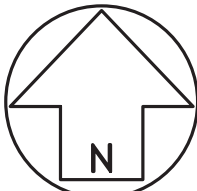
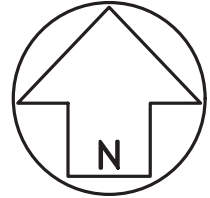
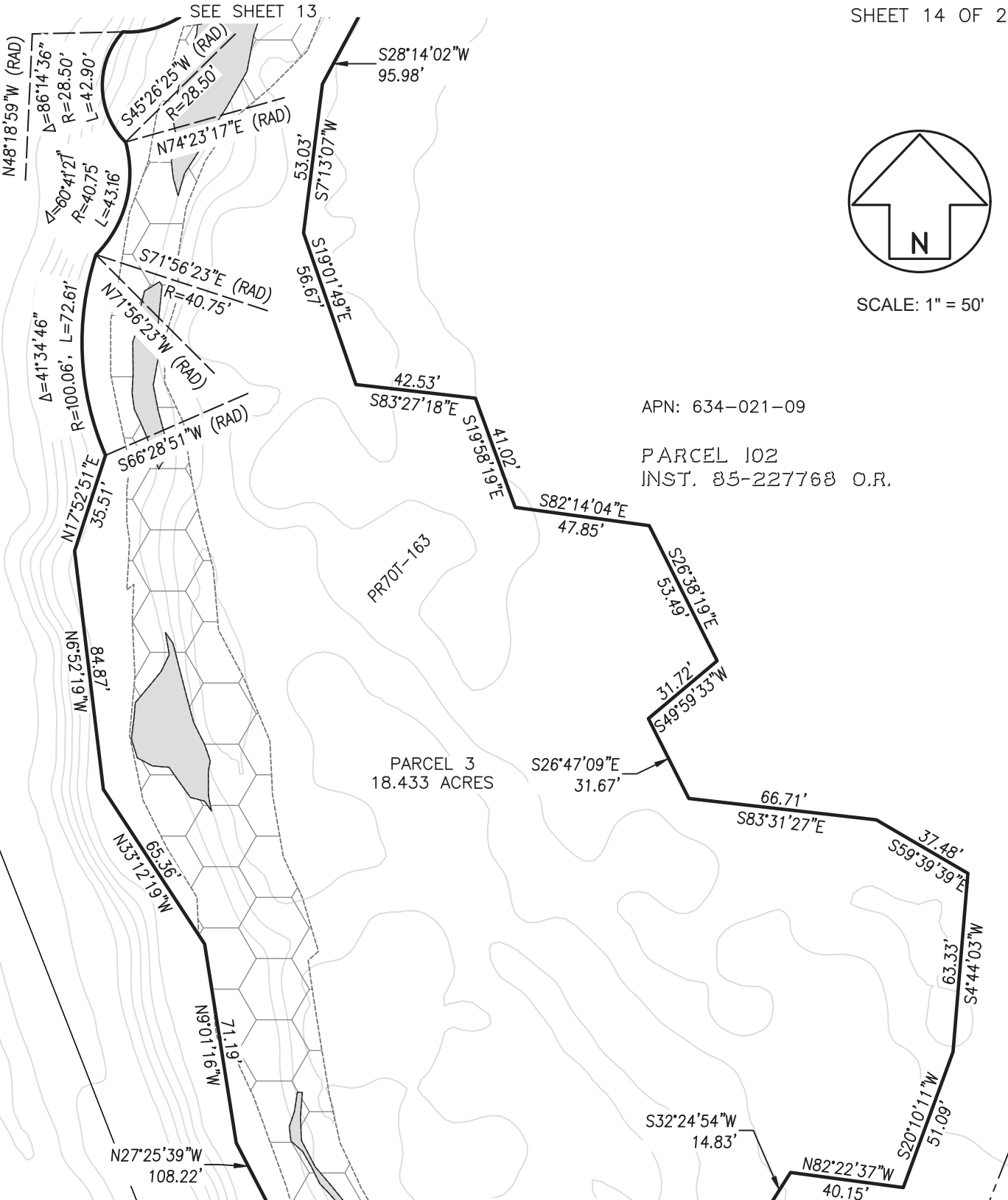


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 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

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

SCALE: 1" = 50'



SCALE: 1" = 50'

APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

PR70T-163

PARCEL 3
18.433 ACRES

SEE SHEET 15

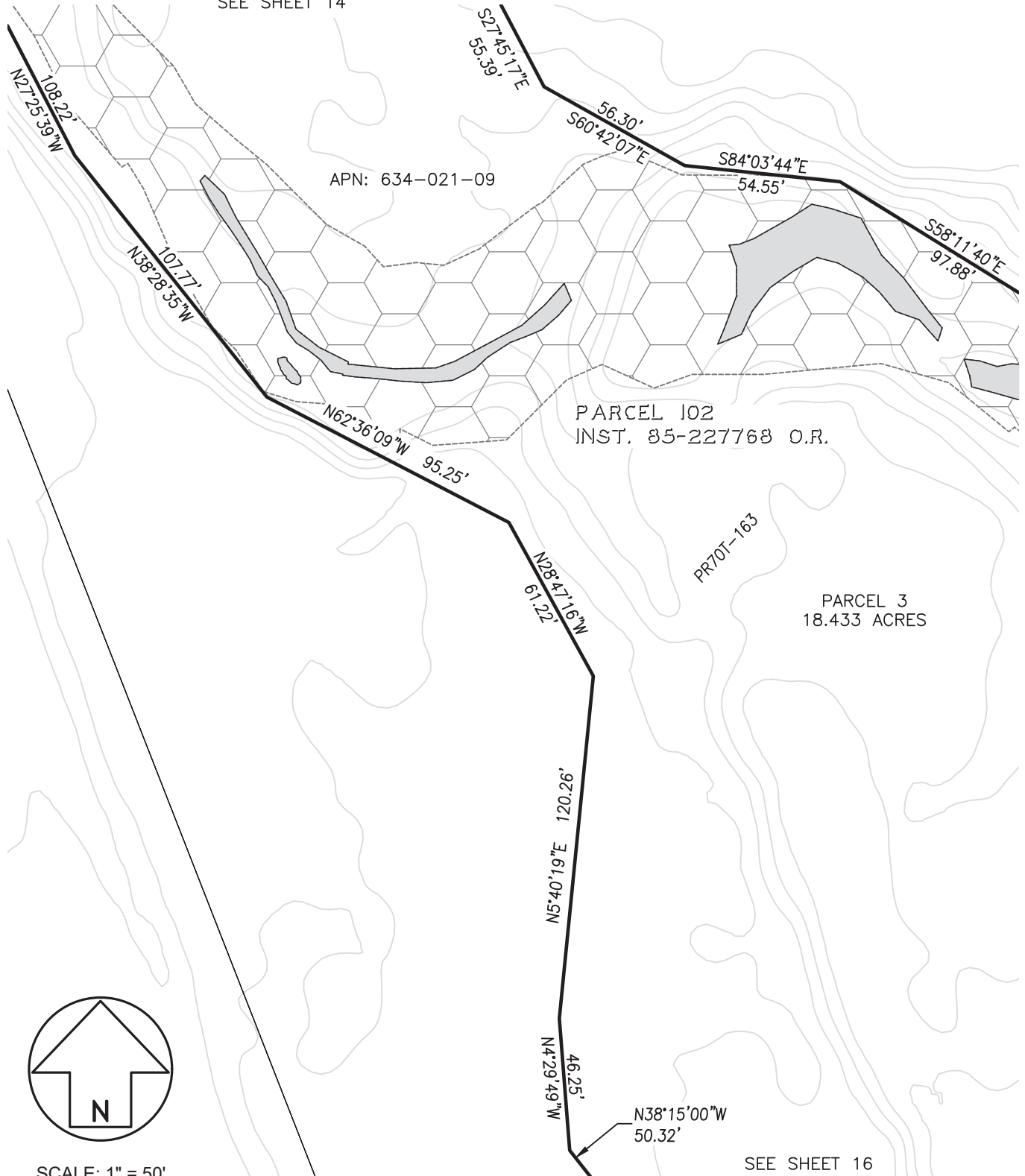
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 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SEE SHEET 14

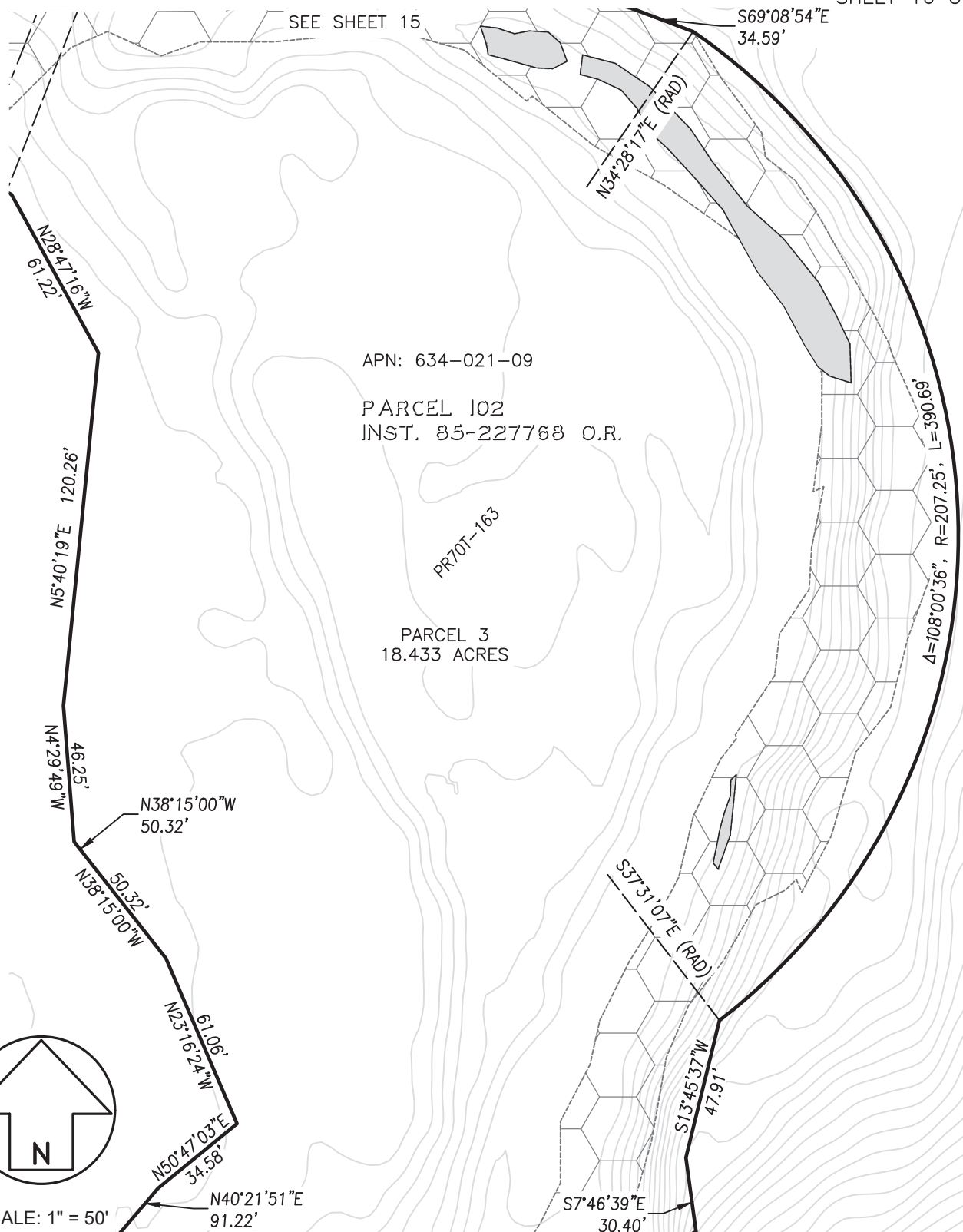
SHEET 15 OF 24



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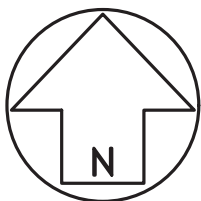
Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg

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



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

PR70T-163
 PARCEL 3
 18.433 ACRES



SCALE: 1" = 50'

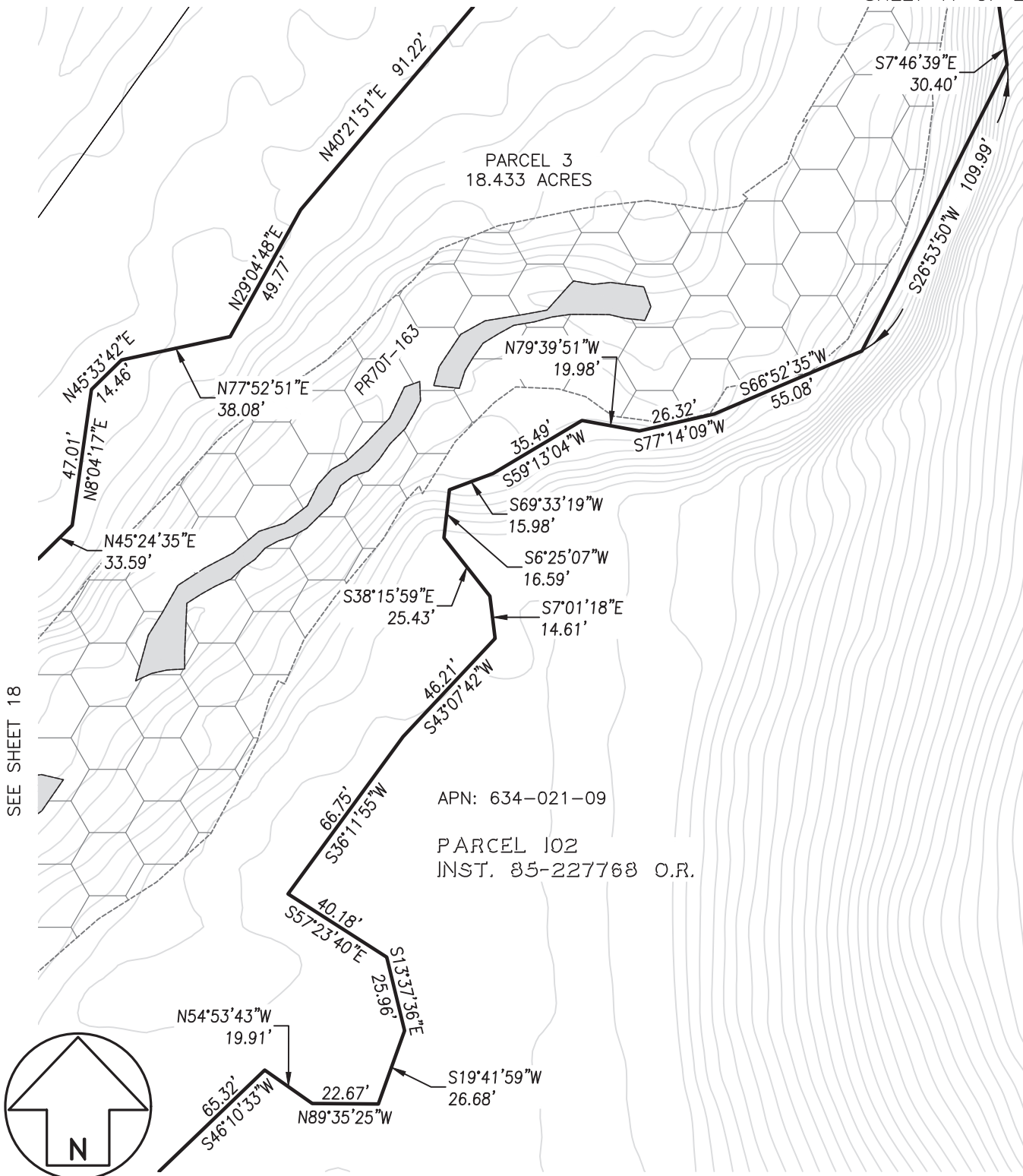
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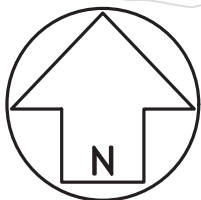
EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
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SHEET 17 OF 24



SEE SHEET 18



SCALE: 1" = 50'

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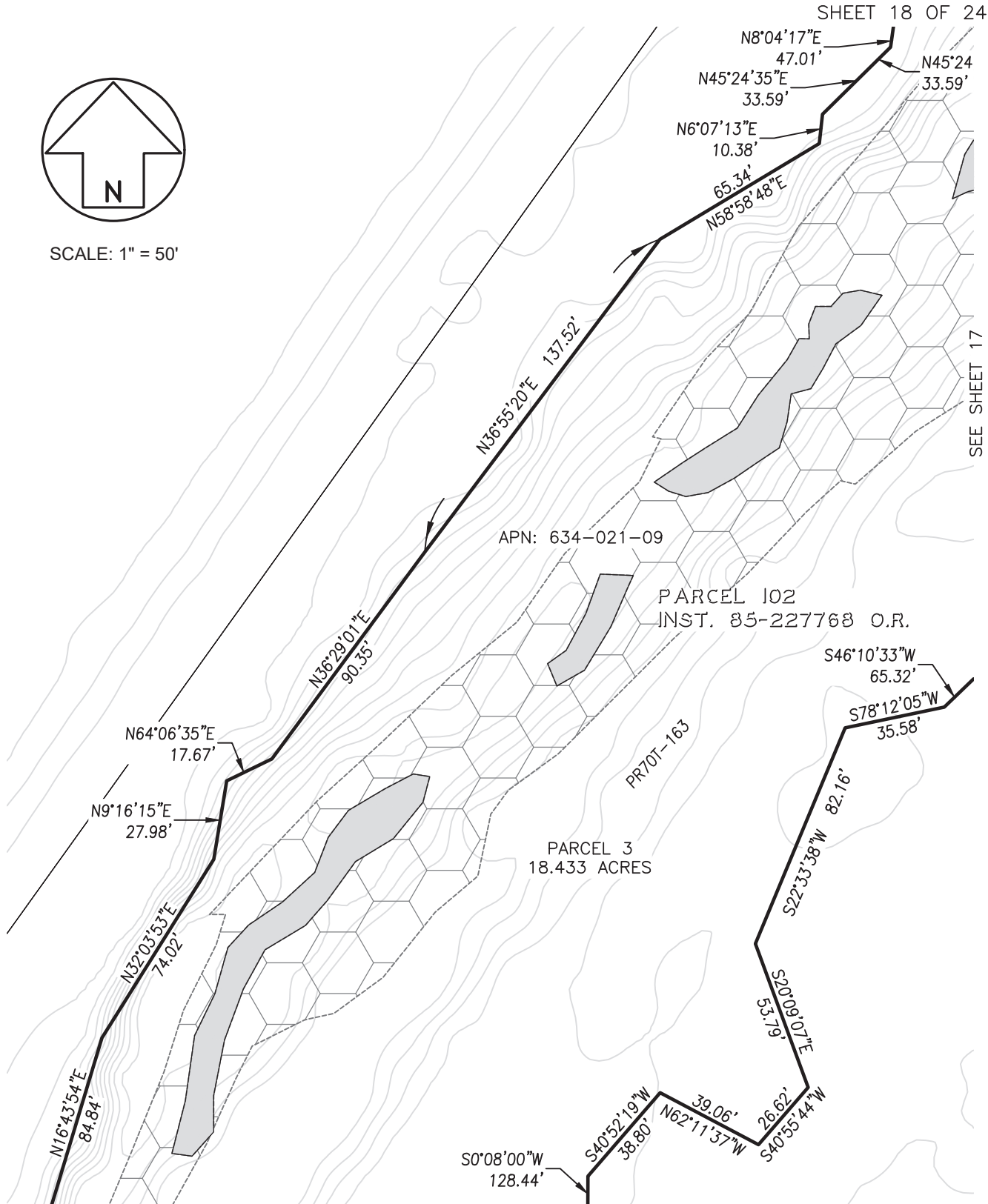
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EXHIBIT "B-1"
 DEPICTION OF RESTRICTED AREA
 ALISO & WOOD CANYONS WP
 COUNTY OF ORANGE
 STATE OF CALIFORNIA
 JUNE 2024

SHEET 18 OF 24



SCALE: 1" = 50'



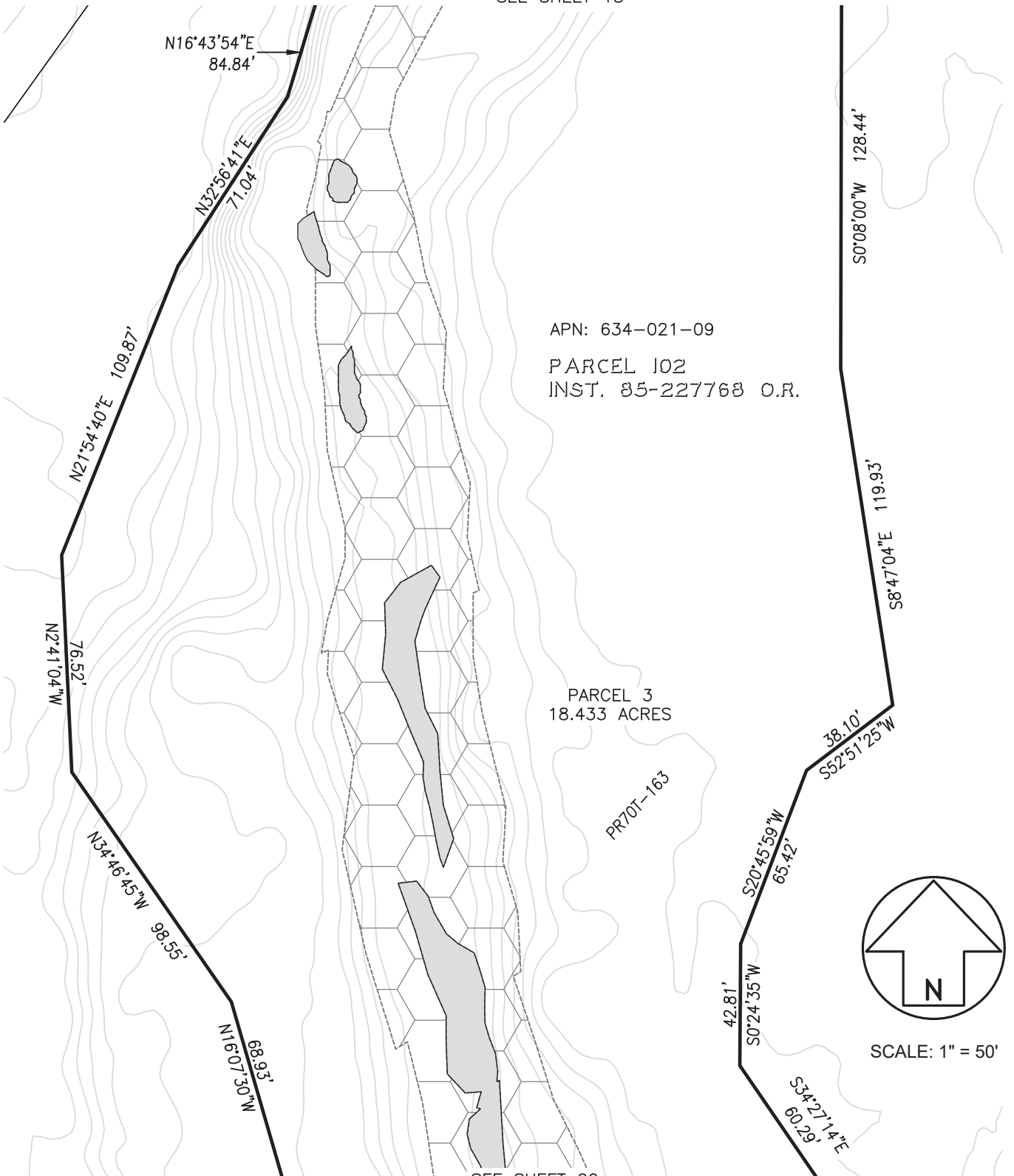
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SHEET 19 OF 24



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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'

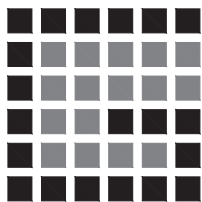
N34°44'39"W
266.87'

SEE SHEET 24

S38°15'00"E
63.09'

S38°15'00"E
63.09'

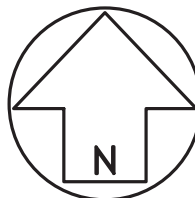
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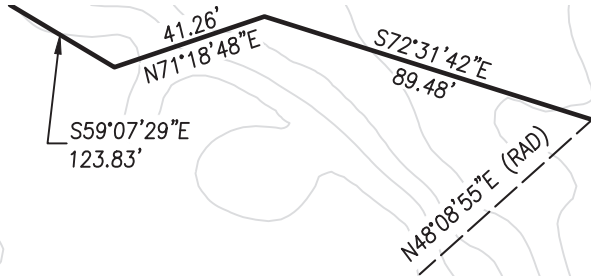
Project No. 0119-02144 Aliso Creek_Exhibit B-1.dwg



SCALE: 1" = 50'

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

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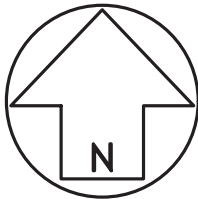
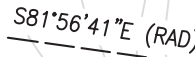


APN: 634-021-09

PARCEL 102
INST. 85-227768 O.R.

PR701-163

PARCEL 3
18.433 ACRES



SCALE: 1" = 50'

SEE SHEET 23

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

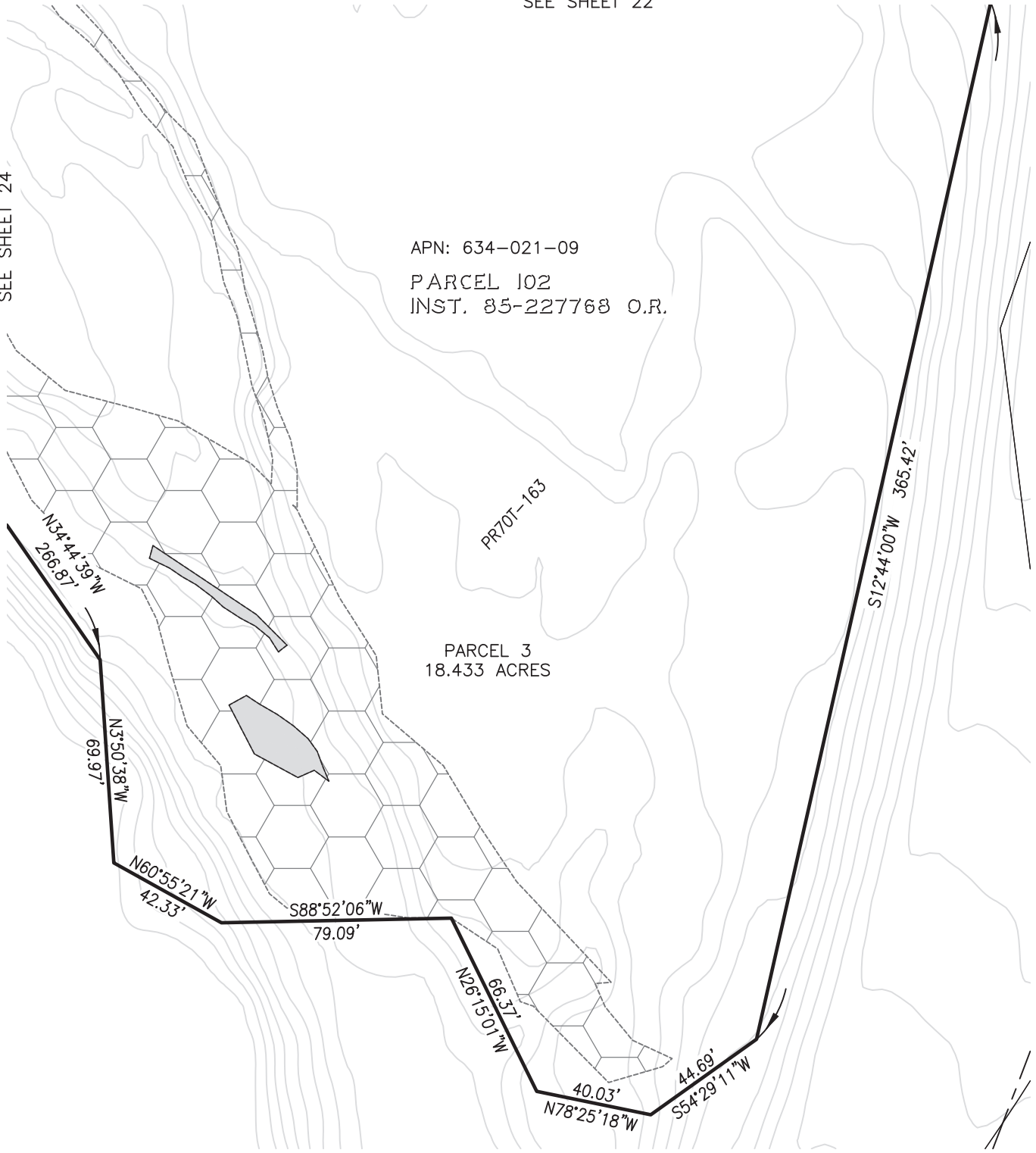
SEE SHEET 22

SEE SHEET 24

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

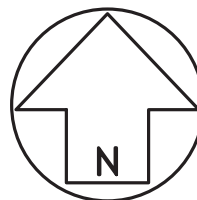
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PARCEL 3
18.433 ACRES



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SCALE: 1" = 50'

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 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

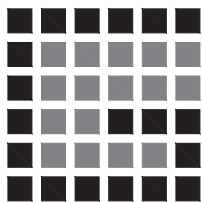
PR70T-163

N34°44'39"W
266.87'

N34°44'39"W
266.87'

N34°44'39"W
266.87'

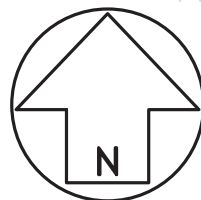
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DEPICTION OF RESTRICTED AREA
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STATE OF CALIFORNIA
JUNE 2024

ATTACHMENT B

Investment Policy Statement for Long-Term and "Quasi-Endowment" Land Management,
Maintenance and Monitoring Funds Accounts Held by the
National Fish and Wildlife Foundation

**INVESTMENT POLICY STATEMENT
FOR LONG-TERM AND "QUASI-ENDOWMENT"
LAND MANAGEMENT, MAINTENANCE AND MONITORING FUNDS
ACCOUNTS
HELD BY THE NATIONAL FISH AND WILDLIFE FOUNDATION
As of July 2018**

Definitions

- "AGENCY"** The governmental entity that issued the permit or approval requiring the Endowment.
- "COMMITTEE"** The IDEA Endowment Committee of the Foundation.
- "ENDOWMENT FUNDS"** These consist of assets held by the Foundation within its Impact-Directed Environmental Accounts program that serve, under the permit or approval issued by the Agency, as a source of long-term funding to pay for management of specified mitigation or conservation lands. The funds are intended to be managed for investment purposes with a growth and income focus and are hereafter referred to as Endowment Funds or, collectively, the "Endowment."
- "FOUNDATION"** The National Fish and Wildlife Foundation.
- "IPS"** This investment policy statement.
- "MANAGER"** The investment management organization(s) engaged as the Foundation's investment manager. Since August 2010, the Manager has been and continues to be Commonfund.

Broad Philosophy

This IPS governs the investment management of Endowment Funds received from the permittee, banker, mitigation provider, or other entity in accordance with a written agreement ("Agreement") with the Foundation governing the Foundation's fiduciary custody and management of the Endowment Funds. The Endowment Funds are designated to pay for long-term management, maintenance, and/or monitoring of specified lands pursuant to a permit or approval issued by the Agency. This IPS was originally developed for and approved by the California Department of Fish and Wildlife ("CDFW") to govern the investment and management of mitigation endowment funds that are generated as a component of required environmental mitigation as set forth in permits, licenses, authorizations, and/or other "decision documents" issued by, through, or otherwise subject to the jurisdiction of the CDFW. The Foundation utilizes the IPS for other mitigation endowment funds, often alternatively referred to as long-term stewardship funds, that other parties elect to place with the Foundation.

The Endowment Funds governed by this IPS will be maintained in financial accounts held at the Foundation, which will manage the Endowment in accordance with the terms hereof. Except to the extent provided otherwise in this IPS or directed otherwise by the Agency (acting in accordance with the applicable permits or approvals or other authorities of the Agency), the Foundation will manage the Endowment in accordance with the Uniform Prudent Management of Institutional Funds Act (“UPMIFA”), codified in applicable State statutes. Any provision of the Agreement, this IPS, or any direction by the Agency that conflicts or is inconsistent with UPMIFA shall be deemed to control the Endowment as expressions of donor intent and shall supersede the conflicting or inconsistent provision(s) of UPMIFA. The Committee will monitor the performance of the Endowment Funds and of the Manager and may make modifications to the IPS, from time to time as warranted, and in coordination with the CDFW, to meet applicable objectives and policies.

The Manager is expected to propose to the Foundation any revisions to the IPS at any time that the Manager deems appropriate or advisable to achieve the objectives set forth herein, and the Foundation may thereafter implement such revisions to the IPS.

The Foundation has delegated to the Manager the day-to-day management and investment of the Endowment Funds. Under the scope of this delegation, the Manager shall have discretion to manage the Endowment Funds in a manner that best achieves the investment objectives within the guidelines set forth in this IPS. In discharging its duties as investment manager, the Manager shall invest and manage the Endowment Funds in good faith and as a prudent investor would, exercising reasonable care, skill, and caution. The Foundation has delegated the investment management authority it might otherwise have to the Manager in the good faith belief that the Manager will achieve the objectives set forth in this IPS.

Overall Objectives

This IPS is designed to:

- Establish appropriate **risk and return objectives** in light of the risk tolerance and the indefinite investment time horizon for the Endowment.
- Establish **asset allocation guidelines** and suitable investments for the Endowment, consistent with the risk and return objectives of this IPS.
- Provide a framework for **ongoing monitoring** of investment performance of the Endowment.

Risk and Return Objectives

Return Objectives. The overall objective with respect to the investment of Endowment Funds hereunder is to generate a level of financial support sufficient to pay the annual costs of long-term management for indefinite periods of time on parcels of real property secured or identified as “mitigation parcels” or “conservation parcels” in connection with permits, authorizations, and other proceedings of the Agency. It is the Agency's expectation that these costs will be funded exclusively from the corresponding Endowment Funds deposited for each parcel and, thus, that no other funding sources will contribute to defraying these costs.

The assumed annual drawdown rate is four and one-half percent (4.50%), comprised of three and one-half percent (3.50%) for property management expenses and one percent (1.00%) for administrative expenses. In addition, the Agency expects the Endowment Funds to be invested so as to keep pace with inflation, that is, to maintain purchasing power over time. Accordingly, in investing Endowment Funds, the Manager will seek to attain an average real annual total return, net of any fees charged by the Manager or any underlying investment managers, of at least four and one-half percent (4.50%) over the long term. This target average real annual return is referred to hereinafter as the “Return Goal.” (The Return Goal may also be stated in nominal terms as an average annual total return of four and one-half percent (4.50%) plus annual inflation. Thus, for example, if inflation were measured at three percent (3.00%), the nominal Return Goal over the measurement period would be seven and one-half percent (7.50%).)

This IPS is based on the assumption that the spending on a mitigation parcel for land management activities plus administrative expenses over the long term will average no more than four and one-half percent (4.50%) annually of the average market value of the parcel's corresponding Endowment Funds. This approach is intended to preserve the principal of the Endowment Funds to the extent practicable while generating a return that will be available to fund land management activities on the mitigation parcel and related administration. To the extent the Agency deems it necessary or desirable to allow a spending level greater than that projected for any particular parcel (which projection will be based on an assumed annual spend rate of four and one-half percent (4.50%)), the likelihood will increase that investment earnings alone (both appreciation and income) on the corresponding Endowment Funds will be insufficient to fund management activities on the relevant parcel in perpetuity. Thus, a decision by the Agency to allow a spending level greater than that projected for any particular parcel will decrease the statistical likelihood that the Endowment Funds for that parcel will exist in perpetuity.

In addition to using the Return Goal, the Committee will evaluate the Manager's performance on a relative basis by comparing it against market performance benchmarks and appropriate capital market measures, such as securities indices. The Manager's performance relative to these benchmarks and measures is referred to hereinafter as the “Relative Performance Goal.” The Relative Performance Goal will be measured by comparing actual Endowment investment results over the current quarter – as well as over moving, annualized one, three, and five year time periods – against a weighted Endowment “Portfolio Benchmark,” as defined more fully below.

The weighted Endowment Portfolio Benchmark will be created by including in the benchmark

appropriate indexed returns (e.g., Bloomberg Barclays Aggregate, S&P 500, etc.), *pro rata*, according to the asset class weightings in the Endowment’s target allocation. The overall Endowment Portfolio Benchmark for a period may be adjusted if there are disparities in asset allocations during any single time frame caused by very large Endowment inflows or outflows and/or tactical allocations that would cause the benchmark to be inappropriate for the time period being examined.

Risk Objectives. The acceptable risk profile for the Endowment should generally be for the Manager to assume the lowest possible risk consistent with achieving the Return Goal. While negative returns in any single year may be unavoidable, over longer terms, the Manager should select asset allocations that are expected to achieve overall positive portfolio returns. In order to allow ongoing assessment and monitoring of portfolio risk, the Manager will prepare and present to the Committee at least annually a report on the overall risk profile of the portfolio based on the then-existing asset allocation thereof. This report will also be made available to the Agency upon request.

Risk can be construed to include multiple different outcomes including loss of principal, failure to meet an expected return, volatility of investment returns around an expected mean (also known as “standard deviation”) and/or portfolio drawdown relative to target spending. The CDFW’s policy regarding investment risk, consistent with modern portfolio theory and UPMIFA’s express preference for diversification in endowment portfolios, is that risk cannot be eliminated but should be managed.

The Committee is delegating to the Manager the responsibility of understanding the risks inherent in the investment strategy selected to attempt to achieve the Return Goal, ensuring that the Endowment portfolio is properly compensated for these risks, measuring and monitoring those risks, and periodically communicating this risk information to the Committee and, to the extent requested, the Agency. Most importantly, the level of overall Endowment portfolio risk taken should be consistent with the statistically-likely achievement of the overall Return Goal.

Asset Allocation Guidelines

The specific asset allocations within the Endowment portfolio, including necessary or appropriate rebalancing among the asset classes from time to time, will remain the responsibility of the Manager, exercising reasonable judgment in light of prevailing market conditions and the objectives of this IPS, including the permissible asset allocation ranges that follow.

Asset Allocation Ranges. The permissible asset allocation ranges for the asset classes in which the Manager will invest the Endowment, consistent with the overall risk and return objectives of this IPS, are as follows:

	Minimum	Target	Maximum	Benchmark Index
EQUITIES	45%	55%	65%	MSCI ALL COUNTRY WORLD INDEX (ACWI)

FIXED INCOME	5%	20%	25%	BARCLAYS U.S. AGGREGATE BOND INDEX
DIVERSIFYING STRATEGIES	0%	10%	20%	HFRI FOF CONSERVATIVE INDEX
REAL ASSETS	5%	15%	25%	WEIGHTED REAL ASSETS COMPOSITE

Performance Benchmarks

Policy Benchmark: 55% ACWI / 20% Barclays U.S. Aggregate / 10% HFRI FOF Conservative Index / 15% Weighted Average of Real Asset Components

The Policy Benchmark is a diversified benchmark that reflects the underlying exposures of the portfolio. This benchmark corresponds to the “relative performance goal” defined under the section “Risk and Return Objectives” in the IPS.

Inflation Benchmark: CPI + 4.5% annualized

The long-term goal is for the portfolio to maintain its real value net of spending and inflation. This benchmark corresponds to the “nominal return goal” defined under the section “Risk and Return Objectives” in the IPS. Over shorter periods of time, the Endowment’s return may deviate substantially from this benchmark.

Allowable Investments and Guidelines

Equities

The purpose of equity investments is primarily to provide long-term capital appreciation. Investing in equities and other equity-like strategies carry the expectation of greater market volatility and increased risk of loss.

Equity investments may include both public and private equity investments. Investment managers or sub-advisors may implement investments directly using a separate account or indirectly via a commingled fund. Public equity investments may either employ index or actively managed strategies.

Public equities include investments in U.S. and non-U.S. common stocks, American Depository Receipts (ADRs), preferred stocks, and convertible stocks traded on the world’s stock exchanges or over-the-counter markets. Public equity securities shall generally be restricted to readily marketable securities of corporations that are traded on established stock exchanges, including NASDAQ and similar networks.

Decisions as to individual security selection, number of industries and holdings, current income levels and turnover are left to broad manager discretion, subject to the standards of fiduciary prudence. Mutual funds or other commingled funds will not be considered as a single security, but rather, their portfolio stocks will be assessed for concentration issues. In no event and at no time will the securities of any one issuer exceed 5% at cost and 8% at market of the total Endowment portfolio.

Private capital investments are typically made through limited partnerships or limited liability corporations offered by professional investment managers. Private capital strategies may include venture capital, private equity, and distressed investments. These strategies typically offer no or limited ability to redeem or withdraw.

Fixed Income

The primary purpose of fixed income investments is to provide liquidity and protection against price deflation. Another benefit to fixed income investments is as a predictable source of current income. Fixed income instruments should reduce the overall volatility of the Endowment's assets.

Fixed income investments may include both U.S. and non-U.S. fixed income securities. Securities may include, but are not limited to, sovereign debt, government agency bonds, public and private corporate debt, emerging market, mortgages and asset-backed securities, non-investment grade debt and illiquid strategies such as direct lending. Fixed income investments also include cash and money market instruments, including, but not limited to, commercial paper, certificates of deposit, time deposits, bankers' acceptances, repurchase agreements, and U.S. Treasury and agency obligations. Fixed income investments may be implemented by investment managers or sub-advisors either directly using a separate account or indirectly via a commingled fund.

The Manager should employ active management techniques, but changes in the average maturity of fixed income investments should be moderate and incremental. The Manager should discuss liquidity needs with the Committee as appropriate.

The use of high yield bonds and private credit is permitted, provided such bonds are held within a commingled fund or mutual fund and used to further diversify the Endowment portfolio. However, no more than 10% (at market) of the total Endowment portfolio may be allocated to high yield bonds. If a security already held in the portfolio is downgraded, the Manager will evaluate it carefully to determine whether the security should be kept in the portfolio or eliminated within a prudent time frame.

Fixed income investments should be diversified such that the securities of any one issuer, with the exception of the United States Government or its agencies, are limited at any time to 5% at cost and 8% at market of the total portfolio.

Within the above guidelines and restrictions, the Manager has discretion over the timing and selection of fixed income securities.

Diversifying Strategies

Investments into diversifying strategies should provide attractive risk-adjusted returns through low correlation to traditional equity and fixed income investments and through the value added by managers who have the flexibility to employ sophisticated investment strategies.

These diversifying strategies may include hedged equity, credit, event-driven, relative value, global macro, trend-following, quantitative, and other hedged strategies. Hedge fund managers may use leverage and derivatives to implement their strategies.

Real Assets

The purpose of investing in real assets is primarily to hedge the portfolio against inflation and to provide diversification to other investment strategies in the portfolio. Some real asset investments may also provide long-term opportunities for capital growth or income. Investments in real assets may include commodities (e.g. agricultural goods, metals, minerals, energy products, and foreign currencies), natural resources (e.g. oil, gas, clean energy, services, timber, and other natural resource investments), real estate (e.g. REITS, core, value-add, and other opportunistic real estate investment strategies) and other real asset strategies (e.g. infrastructure, intellectual property, or royalty payments).

As a general guideline, all transactions in the portfolio shall be entered into on the basis of the best execution which is interpreted to mean the best realized price.

Monitoring of Objectives and Results

1. All objectives and policies set forth in this IPS remain in effect until modified at the recommendation of the Manager in consultation with the Committee (and, if applicable, the Agency).
2. If the Manager believes that any policies or guidelines in this IPS inhibit the investment performance or are otherwise inconsistent with the Return Goal or any objectives set forth in this IPS, it is the responsibility of the Manager to so notify the Committee.
3. This IPS shall be reviewed at least annually by the Committee with the Manager. The Endowment portfolio will be monitored on a continual basis for consistency in asset allocation and return objectives. Asset concentrations will also be monitored for exposure to sectors, industries, and individual securities, notwithstanding the fact the Manager is responsible for investment decisions. The Committee (and if applicable,

the Agency) may evaluate the Manager to ensure that the factors underlying the performance expectations remain in place.

4. The Manager will report on the following to the Committee quarterly with respect to the Endowment.
 - a. Current holdings at cost and market
 - b. Purchases and sales during the period being reported
 - c. Additions and withdrawals during the period being reported
 - d. Total return net of commissions and fees
 - e. Changes in staff or ownership of the Manager to the extent these changes potentially impact the ability of the Manager to fulfill its duties hereunder

ATTACHMENT C

Endowment Payment Schedule

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ENDOWMENT PAYMENT SCHEDULE

Name: Aliso Creek Restoration Site

Date: 5/20/2025

TBD (2029) FIRST CALENDAR YEAR OF WORK WITH ENDOWMENT FUNDS ("YEAR 1")

Note: Year 1 will depend on the terms of the applicable governing document (e.g., deposit document, long term funding agreement, etc.). If written confirmation that conditions for the first disbursement of funds have been met or other written approval from the applicable permitting agency is required, Year 1 will be TBD. If entering TBD, please insert the earliest potential calendar year in parentheses after TBD. Example: TBD (2023)

TBD (2028) CALENDAR YEAR OF FIRST PAYMENT REQUEST TO NPWF (between July 1 and November 15 of the calendar year prior to "YEAR 1")

Note: The same note as above applies. If TBD is applicable, please enter TBD and insert the earliest potential calendar year of the first payment request to NPWF in parentheses after TBD. Example: TBD (2022)

LEGEND

	Cells with Automatic Formulas
	Intentionally Left Blank
	Heading and Reference Info
	Anticipated Payment Schedule

\$707,020.00 FULL ENDOWMENT AMOUNT

ENDOWMENT PAYMENT SCHEDULE YEARS 1-60 Section automatically fills in with data from "Endowment Calculations" table below. Each line adds up from left to right.

YEAR	EVERY YEAR	EVERY 2 YEARS	EVERY 3 YEARS	EVERY 4 YEARS	EVERY 5 YEARS	EVERY 6 YEARS	EVERY 7 YEARS	EVERY 8 YEARS	EVERY 9 YEARS	EVERY 10 YEARS	EVERY 15 YEARS	EVERY 20 YEARS	EVERY 25 YEARS	EVERY 30 YEARS	EVERY 35 YEARS	EVERY 40 YEARS	EVERY 45 YEARS	EVERY 50 YEARS	EVERY 55 YEARS	EVERY 60 YEARS	PAYMENT SCHEDULE	YEAR		
Year 1	\$21,518.00																					\$21,518.00	Year 1	
Year 2	\$21,518.00	\$0.00																					\$21,518.00	Year 2
Year 3	\$21,518.00		\$0.00																				\$21,518.00	Year 3
Year 4	\$21,518.00	\$0.00		\$0.00																			\$21,518.00	Year 4
Year 5	\$21,518.00		\$0.00		\$0.00																		\$21,518.00	Year 5
Year 6	\$21,518.00	\$0.00		\$0.00		\$0.00																	\$21,518.00	Year 6
Year 7	\$21,518.00		\$0.00		\$0.00		\$0.00																\$21,518.00	Year 7
Year 8	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00															\$21,518.00	Year 8
Year 9	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00														\$21,518.00	Year 9
Year 10	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 10
Year 11	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00														\$21,518.00	Year 11
Year 12	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 12
Year 13	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00														\$21,518.00	Year 13
Year 14	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 14
Year 15	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 15
Year 16	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 16
Year 17	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 17
Year 18	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 18
Year 19	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 19
Year 20	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 20
Year 21	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 21
Year 22	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 22
Year 23	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 23
Year 24	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 24
Year 25	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 25
Year 26	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 26
Year 27	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 27
Year 28	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 28
Year 29	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 29
Year 30	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 30
Year 31	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 31
Year 32	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 32
Year 33	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 33
Year 34	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 34
Year 35	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 35
Year 36	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 36
Year 37	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 37
Year 38	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 38
Year 39	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 39
Year 40	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 40
Year 41	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 41
Year 42	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 42
Year 43	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 43
Year 44	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 44
Year 45	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 45
Year 46	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 46
Year 47	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 47
Year 48	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 48
Year 49	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 49
Year 50	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 50
Year 51	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 51
Year 52	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 52
Year 53	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 53
Year 54	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 54
Year 55	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 55
Year 56	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 56
Year 57	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 57
Year 58	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 58
Year 59	\$21,518.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00												\$21,518.00	Year 59
Year 60	\$21,518.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00													\$21,518.00	Year 60

