

**Project Name: Limestone-Whiting Wilderness Park – Glass Creek Exchange (Phase II)
Facility/Parcel No. PR50S-106, 624, 625, 704, and 708**

AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

This AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (“**Agreement**”), is dated as of April, ___ 2011, is entered into by between the **CITY OF LAKE FOREST**, a California municipal corporation (“**City**”), and the **COUNTY OF ORANGE**, a political subdivision of the State of California (“**County**”). County and City are sometimes referred to in this Agreement as “**Party**” and “**Parties.**”

RECITALS

WHEREAS, County is the holder of an easement for open space scenic preservation purposes over that certain real property located in the City of Lake Forest, County of Orange, State of California, as more particularly described in **Exhibit A** attached hereto (“**County Easement**”); and

WHEREAS, City is the owner of and holds certain interests in that certain real property located in the City of Lake Forest, County of Orange, State of California, as more particularly described in **Exhibit B** (“**Concourse Park Fee Area**”), **Exhibit C** (“**Concourse Park Easement Area**”), and **Exhibit D** (“**Parcel 1**”), collectively known as the “**City Property**”.

WHEREAS, an irrevocable offer of dedication (“**IOD**”) has been granted to the County for that certain real property more particularly described in **Exhibit E** (“**Parcel 2**”); and

WHEREAS, the City holds fee title to the property underlying the County Easement, which is located adjacent to property owned by the City which will be the site of the City’s future sports park; and

WHEREAS, the parcels comprising the City Property are located adjacent to County’s Limestone Canyon and Whiting Ranch Wilderness Park; and

WHEREAS, City desires to exchange the City Property for the County Easement and County desires to exchange the County Easement for the City Property, and the County desires to accept the IOD for Parcel 2, all pursuant to the terms and conditions of this Agreement; and

WHEREAS, as used herein, the terms County Easement and City Property may hereinafter be referred to from time to time collectively as the “**Properties.**”

NOW, THEREFORE, based upon the foregoing facts, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Exchange. As of the Closing, City shall acquire the County Easement from County, County shall acquire the City Property from City, and County shall accept the IOD for Parcel 2 (the “**Exchange**”).

2. Closing. The term “Closing” shall mean the time when the Parties shall have recorded the County Quitclaim Deed, the City Quitclaim Deed, the City Easement, and the Irrevocable Offers of Dedication. Subject to Section 3 below, the Closing shall occur on or before April 8, 2011 (the “**Closing Date**”)

2.1 Items to be Delivered Prior to Closing. On or before one (1) business day prior to the Closing Date, the Parties shall execute and provide each other with a copy of the following:

(a) the quitclaim deed conveying the County Easement to the City (“**County Quitclaim Deed**”), in substantially the form of **Exhibit F** attached hereto;

(b) The quitclaim deed conveying fee simple title to the Concourse Park Fee Area to the County, as that property is more particularly described and depicted in Exhibit B attached hereto (“**City Quitclaim Deed**”), in substantially the form of **Exhibit G** attached hereto.

(c) The grant of easement conveying an easement for ingress, egress, and parking purposes over the Concourse Park Easement Area to the County, as that property is more particularly described and depicted in Exhibit C attached hereto (“**City Grant of Easement**”), in substantially the form of **Exhibit H** attached hereto.

(d) The Irrevocable Offer of Dedication for Parcel 1, attached hereto as **Exhibit I**, to be assigned to the County by an *Assignment of Irrevocable Offer of Dedication*, in substantially the form of **Exhibit J** attached hereto.

(e) Resolution for the County’s acceptance of the irrevocable offer of dedication of fee interest pursuant to Tract Map 13982 recorded on June 20, 1994 as Instrument No. 94-0408154 in Book 710, Page 20 of Miscellaneous Maps - Parcel 2, attached hereto as **Exhibit K**.

2.2 Closing Instructions. At such time as the steps outlined in Section 2.1 have been satisfied or waived, City shall:

2.2.1 Collate the counterparts of the Exchange Agreement into two fully executed counterparts.

2.2.2 Date, as of the Closing, all instruments calling for a date.

2.2.3 Record the City Quitclaim Deed, the County Quitclaim Deed, the City Grant of Easement, and the Irrevocable Offers of Dedication in the Official Records of Orange County, California (“**Official Records**”).

3. Closing Contingency. Closing is contingent upon, and may be delayed by, the City’s receipt of consent by Ambac Assurance Corporation to Amendment No. 1 to the Lease Agreement between the Rancho Canada Financing Authority and the City of Lake Forest, releasing Concourse Park from the lease agreement (“**Consent**”). City shall notify County if Consent is not received prior to April 8, 2011. Upon receiving Consent, City shall immediately provide County with a written copy of the signed Consent. In the event Consent is received after April 8, 2011, Closing shall occur the day following receipt of Consent by County.

4. Representations and Warranties; Covenants.

4.1 County's Representations and Warranties. As a material inducement to City to enter into this Agreement, County makes the following covenants, representations and warranties to City set forth in this Section 4.1 as of the date hereof and as of the Closing.

4.1.1 Property Owner. County holds an easement interest over the property comprising the County Easement and has the right, power and authority to transfer the same to City pursuant to this Agreement.

4.1.2 County's Authority to Execute Agreement. County is a political subdivision of the State of California. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon County. No approvals, authorizations or consents of any separate public body or of any person are necessary in connection herewith. County have the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by County, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of County, have the legal right, power and actual authority to bind County to the terms and conditions hereof and thereof.

4.1.3 Compliance with Law. County has no knowledge and has received no notice (i) that the County Easement is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state, or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the County Easement.

4.1.4 No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of County's knowledge, threatened against County or the County Easement or relating to or arising out of the ownership, management, condition, or operation of the County Easement, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

4.1.5 No Mechanic's Liens. No work has been done upon, or materials delivered to, the County Easement by or at the request of County, or with County's knowledge, which is not fully paid for, nor, to the best of County's knowledge, does any person, firm or corporation now have, nor, to the best of County's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the County Easement or any part or parcel thereof.

4.1.6 No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the County Easement, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the County Easement, or any portion thereof, been granted by County to any party. No party (other than the City pursuant to this Agreement) has the right to acquire the County Easement.

4.1.7 No Bankruptcy Proceedings. County is not the subject of a bankruptcy, insolvency or similar proceeding.

4.1.8 Environmental Status. In accordance with California Health and Safety Code Section 25359.7, County warrants and represents to City that it is not aware that any release of Hazardous Materials has come to be located upon or under the County Easement. Neither County nor, to the actual knowledge of County, without duty of inquiry, any third parties during the period of time the County Easement has been owned by County have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the County Easement, the groundwater or any adjacent property. County is not aware of any underground storage tanks located on or under the County Easement. As used herein, the term “Hazardous Materials” shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

4.1.9 AS-IS. County acknowledges that it is accepting the City Property “AS-IS,” in reliance on City’s representations and warranties as set forth herein.

4.2 City’s Representations and Warranties. As a material inducement to County to enter into this Agreement, City makes the following covenants, representations and warranties to County set forth in this Section 4.2 as of the date hereof and as of the Closing.

4.2.1 Property Owner and Property Interests. City is the owner of the Concourse Park Fee Area and the Concourse Park Easement Area and holds an Irrevocable Offer of Dedication for Parcel 1 that is assignable to County, and has the right, power and authority to transfer the same to County pursuant to this Agreement.

4.2.2 City’s Authority to Execute Agreement. City is a duly organized, validly existing municipal corporation organized and existing under the laws of the State of California. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or

obligation binding upon City. No approvals, authorizations or consents of any separate public body or of any person are necessary in connection herewith. City has the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by City, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of City, have the legal right, power and actual authority to bind City to the terms and conditions hereof and thereof.

4.2.3 Compliance with Law. City has no knowledge and has received no notice (i) that the City Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state, or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the City Property.

4.2.4 No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of City's knowledge, threatened against City or the City Property or relating to or arising out of the ownership, management, condition, or operation of the City Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

4.2.5 No Mechanic's Liens. No work has been done upon, or materials delivered to, the City Property by or at the request of City, or with City's knowledge, which is not fully paid for, nor, to the best of City's knowledge, does any person, firm or corporation now have, nor, to the best of City's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the City Property or any part or parcel thereof.

4.2.6 No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the City Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the City Property, or any portion thereof, been granted by City to any party. No party (other than the County pursuant to this Agreement) has the right to acquire the City Property.

4.2.7 No Bankruptcy Proceedings. City is not the subject of a bankruptcy, insolvency or similar proceeding.

4.2.8 Environmental Status. In accordance with California Health and Safety Code Section 25359.7, City warrants and represents to County that it is not aware that any release of Hazardous Materials has come to be located upon or under the City Property. Neither City nor, to the actual knowledge of City, without duty of inquiry, any third parties during the period of time the City Property has been owned by City have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the City Property, the groundwater or any adjacent property. City is not aware of any underground storage tanks located on or under the City Property. As used herein, the term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or

contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

4.2.9 AS-IS. City acknowledges that it is accepting the County Easement “AS-IS,” in reliance solely on its own inspection of the County Easement and on County’s representations and warranties as set forth herein.

4.3 County’s Covenants.

4.3.1 Operation of County Easement. County shall not hypothecate, transfer, encumber or affirmatively take any other action with respect to the County Easement which would render County unable to convey the County Easement to City at the Closing or impair City’s intended use of the County Easement as contemplated herein.

4.4 City’s Covenants.

4.4.1 Operation of City Property. City shall not hypothecate, transfer, encumber or affirmatively take any other action with respect to the City Property which would render City unable to convey the City Property to County at the Closing or impair County’s intended use of the City Property as contemplated herein.

5. Default.

5.1 Events of Default. The failure of a Party (the “**Defaulting Party**”) to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, within five (5) days after written notice of such failure from the Non-Defaulting Party shall be an “Event of Default” by the Defaulting Party with respect to the Defaulting Party’s obligations hereunder; provided, however, that if more than five (5) days are reasonably required in order to cure such Event of Default, then the Defaulting Party shall be entitled to a maximum of ten (10) days to effect such cure, provided the Defaulting Party commences cure within such ten (10) day period and diligently proceeds to complete such cure within such ten (10) day period.

5.2 Remedies. Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall have such rights or remedies available to it under this Agreement or at law or in equity.

6. Casualty Loss; Condemnation.

6.1 Notice Re Condemnation or Casualty; Election. In the event that, prior to the Closing, all or any portion of the County Easement or City Property is taken or proposed to be taken as a result of the exercise or proposed exercise of the power of eminent domain (a “**Condemnation Action**”), or all or any portion of the County Easement or City Property is damaged by earthquake, flood, or fire (a “**Casualty**”), then the Party that is the current property owner shall, within ten (10) days thereafter, give written notice of such Condemnation Action or Casualty to the other Party (“**Noticed Party**”). Such Noticed Party shall have thirty (30) days following receipt of such notice to elect in writing to accept or not to accept the County Easement or City Property, as the case may be, subject to such Casualty or Condemnation Action. Failure of a Noticed Party to notify the other Party of its election within such thirty (30) day period shall be deemed an election not to accept the County Easement or City Property, as the case may be, subject to such Casualty or Condemnation Action.

6.2 Termination of Agreement. In the event that a Noticed Party elects not to accept the County Easement or City Property, as the case may be, subject to such Casualty or Condemnation Action as provided in Section 6.1 above, Noticed Party shall cancel the Closing by written notice to the Party that is the current property owner and this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination). In such event, neither Party shall be obligated to the other to effectuate the Closing.

6.3 Proceeds of Condemnation or Casualty Insurance. In the event that a Noticed Party elects to accept the County Easement or City Property, as the case may be, subject to a Casualty or Condemnation Action pursuant to Section 6.1 above, then the Party owning the property shall assign to the Noticed Party all rights, causes of action, claims, benefits, payments, and awards arising from such Condemnation Action or Casualty (including, without limitation, any amount due from or paid by any insurance company or any other party as a result of the damage).

7. Brokerage Commissions. Each Party warrants and represents to the other that no broker, finder, or other intermediary hired or employed by it is entitled to a commission, finder’s fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all claims, liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and litigation expenses) caused by or arising out of the claim of any broker, finder, or other intermediary alleging to have been employed or hired by such Party to a commission, finder’s fee or other compensation based upon the transaction contemplated hereby. The obligations of County and City pursuant to this Section 7 shall survive beyond the Closing or if the Closing is cancelled, beyond any termination of this Agreement.

8. Miscellaneous.

8.1 Notices. All notices or other communications between County and City required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS, or DHL), or transmitted by electronic facsimile transmission (with electronic confirmation of receipt), to the following addresses:

If to City: City of Lake Forest
25550 Commercentre Drive, Suite 100
Lake Forest, CA
Telefacsimile No.: (949) 461-3510
Attention: City Manager

with a copy to: Best, Best & Krieger, LLP
5 Park Plaza, Suite 1500
Irvine, California 92614
Telefacsimile No.: (949) 260-0972
Attention: Scott Smith, Esq.

If to County: County of Orange
OC Parks
13042 Old Myford Rd.
Irvine, CA 92602
Attention: Director

with a copy to: County of Orange
Office of the County Counsel
333 West Santa Ana Blvd., 4th Floor
Telefacsimile No.: (714) 834-2359
Attention: Thomas (Mat) Miller

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following personal delivery, or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt), or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

8.2 Time of the Essence. Time is of the essence for this Agreement and each and every term and provision hereof.

8.3 Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.

8.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

8.5 Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday, or holiday, such payment may be made or act performed on the next succeeding business day.

8.6 Attorneys' Fees. In the event of any legal action or other proceeding between the Parties regarding this Agreement, any of the documents attached hereto as exhibits, the County Easement or the City Property (an "**Action**"), each Party shall be responsible for its own attorneys' fees, court costs, and litigation expenses.

8.7 Further Assurances; Survival. Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, assignments, approvals, consents, and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

8.8 Entire Agreement; Amendments. This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

8.9 No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

8.10 Assignment. Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in such Party's sole discretion.

8.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors, and permitted assigns.

8.12 Headings; Cross-References; Exhibits. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

8.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

8.14 Effective Date. This Agreement shall become effective on the date (the “**Effective Date**”) this Agreement is executed by the last of the persons required to bind the parties hereto as set forth opposite their respective signatures below.

8.15 Special Condition. Notwithstanding any other term or provision to the contrary set forth in this Agreement, in no event shall this Agreement be interpreted to require a transfer of real property by either party unless all the properties that together comprise the City Property and the County Easement are deemed suitable for transfer by both parties, and are actually transferred to the other party under the terms of this Agreement at the Closing.

9. Attachments. This Agreement includes the following, which are attached hereto and made a part hereof:

Exhibit A – Legal description of the County Easement (Parcel PR50S-106)

Exhibit B – Legal description of the Concourse Park Fee Area (Parcel PR50S-625)

Exhibit C – Legal description of the Concourse Park Easement Area (Parcel PR50S-624)

Exhibit D – Legal description of Parcel 1 (Parcel PR50S-708)

Exhibit E – Legal description of Parcel 2 (Parcel PR50S-704)

Exhibit F – Quitclaim Deed for the County Easement (Parcel PR50S-106)

Exhibit G – Quitclaim Deed for the Concourse Park Fee Area (Parcel PR50S-625)

Exhibit H – Grant of Easement for the Concourse Park Easement Area (Parcel PR50S-624)

Exhibit I – Irrevocable Offer of Dedication of Fee Interest Pursuant to Cal Gov Code Section 7050 for Parcel 1 (PR50S-708)

Exhibit J – Assignment of Irrevocable Offer of Dedication for Parcel 1 (Parcel PR50S-708)

Exhibit K – Resolution for Parcel 2 (Parcel PR50S-704)

[Signatures Included on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

CITY:

CITY OF LAKE FOREST,
a California municipal corporation

By: _____
Peter Herzog,
Mayor

Approved as to Form:

BEST, BEST & KRIEGER, LLP

By: _____

ATTEST:

Stephanie Smith
City Clerk

COUNTY:

COUNTY OF ORANGE
a political subdivision of the State of California

Approved as to Form:

Office of County Counsel
Orange County, California

By: Thomas A. Miller

By: _____
Chair, Board of Supervisors

Dated: 3/15/11

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:

Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

EXHIBIT A

Legal Description of County Easement (Parcel PR50S-106)

All that certain real property situated in the City of Lake Forest, County of Orange, State of California, more particularly described as follows:

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1 though a central angle of $88^{\circ}55'38''$; thence North $55^{\circ}11'57''$ West 208.31 feet; thence
 2 North $43^{\circ}43'48''$ West 278.09 feet to the beginning of a curve concave easterly having a
 3 radius of 186.00 feet; thence northwesterly, northerly and northeasterly along said curve
 4 an arc length of 253.05 feet through a central angle of $77^{\circ}56'59''$;
 5 thence North $34^{\circ}13'11''$ East 616.06 feet;
 6 thence North $14^{\circ}22'22''$ East 339.80 feet to the northerly line of said Parcel 2;
 7 thence along said northerly line the following three (3) courses;
 8 North $80^{\circ}06'11''$ East 670.07 feet;
 9 North $79^{\circ}07'31''$ East 50.52 feet;
 10 North $79^{\circ}09'21''$ East 357.27 feet to said northwesterly line of Parcel 2; thence along said
 11 northwesterly line South $39^{\circ}05'33''$ East 483.55 to the **True Point of Beginning**.

12
 13 The above described parcel contains 38.001 acres more or less.

Parcel 2

14
 15
 16
 17
 18 That portion of parcel 2 as shown on Parcel Map No. 78-97, filed in Book 141, Pages 3
 19 through 5 inclusive, of Parcel Maps, Records of Orange County, located in the City of
 20 Lake Forest, County of Orange, State of California and being more particularly described
 21 as follows:

22
 23 **Commencing** at the northeasterly corner of Tract No. 15925, filed in Book 804, Pages 41
 24 through 43 inclusive, of Maps in the office of the County Recorder of said County, said
 25 point being the intersection of the centerline of Portola Parkway as shown on said Tract
 26 with the northwesterly line of said Parcel 2; thence along said northwesterly line
 27 North $39^{\circ}05'33''$ West (North $39^{\circ}05'55''$ West per Tract No. 15925) 155.84 feet to the
 28 **True Point of Beginning**; thence leaving said northwesterly line North $63^{\circ}51'23''$ West
 29 95.63 feet to the beginning of a curve, concave southwesterly, having a radius of

PSOMAS

1 285.00 feet; thence northwesterly along said curve having an arc length of 103.07 feet
 2 through a central angle of $20^{\circ}43'16''$ to the beginning of a non-tangent curve concave
 3 northwesterly having a radius of 130.00 feet, a line radial to said beginning bears
 4 South $41^{\circ}16'57''$ East; thence southwesterly and westerly along said curve an arc length
 5 of 82.13 feet through a central angle of $36^{\circ}11'46''$ to a point of reverse curve concave
 6 southeasterly having a radius of 80.00 feet; thence westerly and southwesterly along said
 7 curve an arc length of 33.10 feet through a central angle of $23^{\circ}42'10''$ to a point of
 8 compound curve concave southeasterly having a radius of 242.00 feet; thence
 9 southwesterly along said curve an arc length of 101.10 feet through a central angle of
 10 $23^{\circ}56'14''$;
 11 thence South $37^{\circ}16'25''$ West 83.80 feet;
 12 thence South $23^{\circ}32'54''$ West 115.26 feet;
 13 thence South $02^{\circ}35'02''$ West 130.47 feet;
 14 thence South $20^{\circ}23'33''$ West 52.42 feet;
 15 thence South $11^{\circ}04'19''$ West 70.09 feet;
 16 thence South $09^{\circ}17'28''$ West 99.42 feet to the beginning of a tangent curve concave
 17 easterly having a radius of 55.00 feet; thence southerly, southeasterly and easterly along
 18 said curve an arc length of 93.56 feet through a central angle of $97^{\circ}27'56''$ to a point of
 19 reverse curve concave westerly having a radius of 35.00 feet; thence easterly, southerly
 20 and southwesterly along said curve an arc length of 84.71 feet through a central angle of
 21 $138^{\circ}40'32''$ to a point of reverse curve concave southeasterly having a radius of
 22 755.00 feet; thence southwesterly along said curve an arc length of 164.04 feet through a
 23 central angle of $12^{\circ}26'56''$ to a point of reverse curve concave northwesterly having a
 24 radius of 140.00 feet; thence southwesterly along said curve an arc length of 72.40 feet
 25 through a central angle of $29^{\circ}37'48''$;
 26 thence South $67^{\circ}40'55''$ West 44.79 feet;
 27 thence North $42^{\circ}30'38''$ West 14.54 feet;
 28 thence North $57^{\circ}15'53''$ West 21.84 feet;
 29 thence South $46^{\circ}10'09''$ West 45.46 feet;
 30 thence South $49^{\circ}23'55''$ East 17.79 feet to the beginning of a non-tangent curve concave
 31 southeasterly having a radius of 110.00 feet, a line radial to said beginning bears

PSOMAS

1 North 28°18'16" West; thence southwesterly along said curve an arc length of 86.05 feet
 2 through a central angle of 44°49'11" to a point of compound curve concave easterly
 3 having a radius of 40.00 feet; thence southwesterly, southerly and southeasterly along
 4 said curve an arc length of 41.49 feet through a central angle of 59°25'28" to a point of
 5 compound curve concave northeasterly having a radius of 215.00 feet; thence
 6 southeasterly along said curve an arc length of 89.23 feet through a central angle of
 7 23°46'45" to a point of reverse curve concave southwesterly having a radius of
 8 20.00 feet, a radial line to said curve bearing North 23°40'20" West; thence southeasterly
 9 and southerly along said curve an arc length of 25.89 feet through a central angle of
 10 74°10'35" to a non-tangent curve concave southeasterly having a radius of 100.00 feet, a
 11 line radial to said beginning bears North 31°09'30" West; thence southwesterly along
 12 said curve an arc length of 48.65 feet through a central angle of 27°52'35"; thence
 13 South 83°22'51" West 197.02 feet to a non-tangent curve concave northerly having a
 14 radius of 375.00 feet, a line radial to said beginning bears South 54°07'35" East; thence
 15 southwesterly, westerly and northwesterly along said curve an arc length of 582.03 feet
 16 though a central angle of 88°55'38"; thence North 55°11'57" West 208.31 feet; thence
 17 North 43°43'48" West 278.09 feet to the beginning of a curve concave easterly having a
 18 radius of 186.00 feet; thence northwesterly, northerly and northeasterly along said curve
 19 an arc length of 253.05 feet through a central angle of 77°56'59";
 20 thence North 34°13'11" East 616.06 feet;
 21 thence North 14°22'22" East 339.80 feet to the northerly line of said Parcel 2;
 22 thence along said northerly line the following seven (7) courses;
 23 South 80°06'11" West 257.93 feet;
 24 South 74°56'23" East 44.46 feet;
 25 South 15°03'37" West 350.00 feet;
 26 North 74°56'23" West 625.00 feet;
 27 North 15°03'37" East 89.70 feet;
 28 South 81°02'29" West 467.21 feet;
 29 South 81°43'11" West 27.49 feet to the westerly line of Parcel PR50S-101.01 as
 30 described in an Irrevocable Offer of dedication to the County of Orange, recorded

PSOMAS

1 December 10, 1987, as Inst. No. 685467, Official Records of said County; thence along
 2 said westerly line South 36°56'17" East 325.18 feet to the northwesterly line of
 3 Tract No. 12929, filed in Book 590, Pages 27 through 30 inclusive, of Maps in the office
 4 of the County Recorder of said County; thence along the northwesterly, northerly, and
 5 easterly lines of said Tract the following eighteen (18) courses;
 6 North 49°03'43" East 236.54 feet;
 7 South 85°59'18" East 119.20 feet;
 8 South 71°15'58" East 86.93 feet;
 9 South 30°24'44" East 219.60 feet;
 10 South 24°03'02" West 217.59 feet;
 11 South 17°12'43" West 115.29 feet;
 12 South 52°26'23" West 89.80 feet;
 13 South 70°41'47" East 104.71 feet;
 14 North 50°51'46" East 118.42 feet;
 15 South 64°33'27" East 44.32 feet;
 16 South 15°23'11" East 164.91 feet;
 17 South 00°50'24" West 253.78 feet;
 18 South 14°00'00" East 78.36 feet;
 19 South 33°01'33" East 60.32 feet;
 20 North 72°01'52" East 141.28 feet;
 21 North 84°16'49" East 230.93 feet;
 22 South 71°30'42" East 96.40 feet;
 23 South 37°14'07" East 325.40 feet to the southeasterly line of said Parcel 2;
 24 thence along said southeasterly lines the following six (6) courses;
 25 North 50°58'53" East 14.01 feet;
 26 North 35°37'36" East 178.95 feet;
 27 South 84°26'59" East 368.01 feet;
 28 North 52°59'10" East 269.88 feet;
 29 North 43°50'30" East 147.26 feet;
 30 North 62°24'04" East 139.94 feet to the southwesterly line of said Tract No. 15925;

PSOMAS

1 thence along the southwesterly, westerly and northerly lines of said Tract the following
 2 sixteen (16) courses;
 3 North 54°56'38" West 138.21 feet to the beginning of a curve concave northeasterly
 4 having a radius of 50.00 feet;
 5 Northwesterly and northerly along said curve an arc length of 55.66 feet through a central
 6 angle 63°47'00";
 7 North 08°50'22" East 51.15 feet to the beginning of a curve concave southeasterly having
 8 a radius of 125.00 feet;
 9 Northerly and northeasterly along said curve an arc length of 80.63 feet through a central
 10 angle of 36°57'37" to a point of reverse curve concave northwesterly having a radius of
 11 125.00 feet;
 12 Northeasterly along said curve an arc length of 22.82 feet through a central angle of
 13 10°27'37";
 14 North 35°20'22" East 84.50 feet to the beginning of a curve concave northwesterly
 15 having a radius of 150.00 feet;
 16 Northwesterly and northerly along said curve an arc length of 85.08 feet through a central
 17 angle of 32°30'00";
 18 North 02°50'22" East 39.92 feet to the beginning of a curve concave westerly having a
 19 radius of 250.00 feet;
 20 Northerly along said curve an arc length of 48.00 feet through a central angle of
 21 11°00'00";
 22 North 08°09'38" West 162.74 feet to the beginning of a curve concave northeasterly
 23 having a radius of 250.00 feet;
 24 Northerly along said curve an arc length of 76.36 feet through a central angle of
 25 17°30'00";
 26 North 09°20'22" East 147.55 feet to the beginning of a curve concave southeasterly
 27 having a radius of 75.00 feet;
 28 Northerly and northeasterly along said curve an arc length of 72.98 feet through a central
 29 angle of 55°45'00";
 30 North 65°05'22" East 80.88 feet;
 31 North 71°40'22" East 140.25 feet;

PSOMAS

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South 76°09'38" East, 123.82 feet to said northeasterly line of Parcel 2; thence along said northeasterly line North 39°05'33" West, 41.25 feet to the **True Point of Beginning**.

The above described parcel contains 20.617 acres more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description is not intended for use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared by me or under my direction:

Peter J. Fitzpatrick

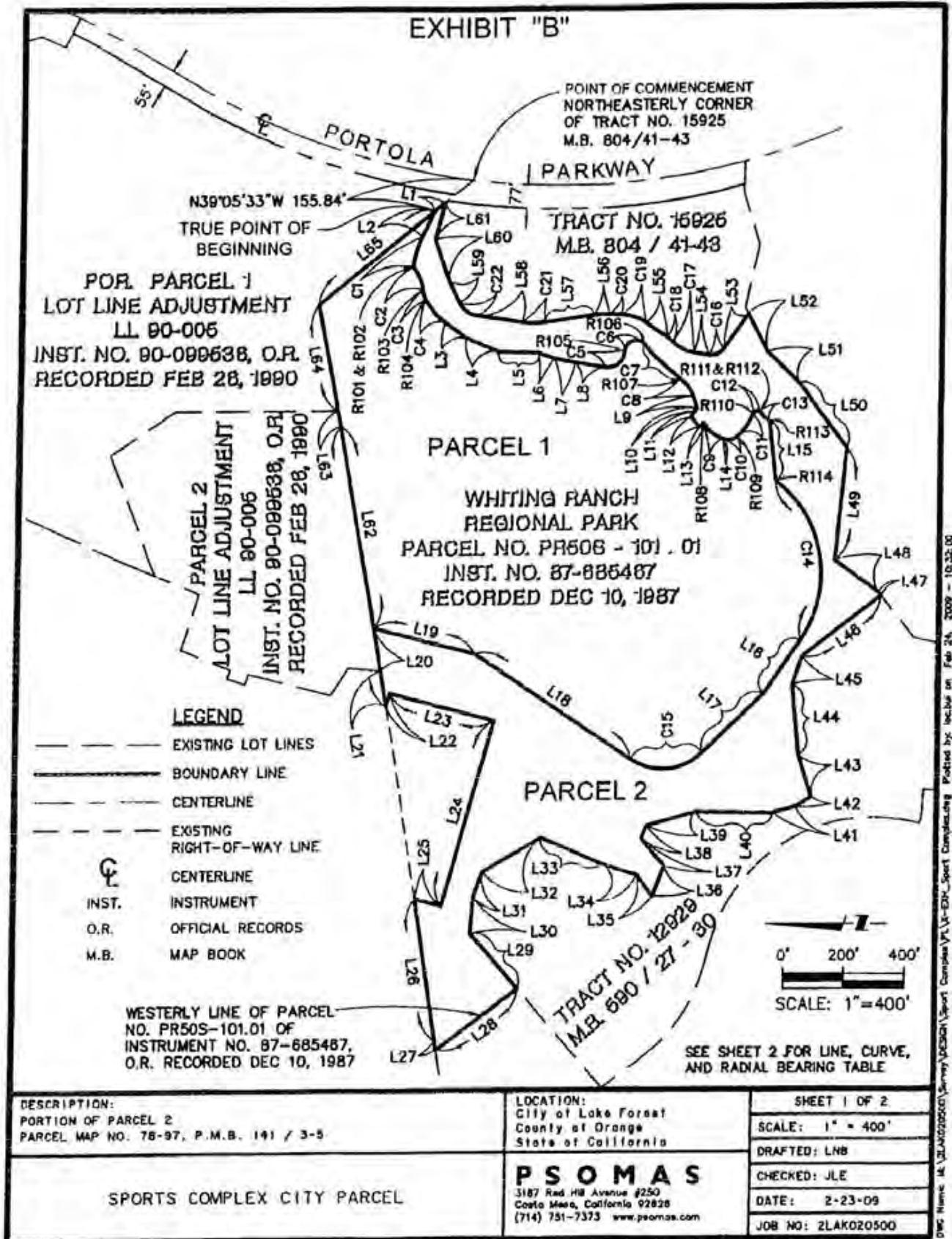
Feb. 24, 2009

Peter J. Fitzpatrick, PLS 6777

Date

Expires 9-30-2010





DESCRIPTION:
PORTION OF PARCEL 2
PARCEL MAP NO. 78-97, P.M.B. 141 / 3-5

LOCATION:
City of Lake Forest
County of Orange
State of California

SHEET 1 OF 2
SCALE: 1" = 400'
DRAFTED: LNB
CHECKED: JLE
DATE: 2-23-09
JOB NO: 2LAK020500

SPORTS COMPLEX CITY PARCEL

PSOMAS
3187 Red Hill Avenue #250
Costa Mesa, California 92626
(714) 751-7373 www.psomas.com

DWS Name: K:\2LAK020500\Survey\PSOMAS\Sport Complex\PLN-EDR-Sport Complex.dwg Plotted by: lnb on Feb 24, 2009 - 10:32:00

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 39°05'33" W	41.25'
L2	N 83°51'23" W	95.63'
L3	S 37°18'25" W	83.80'
L4	S 23°32'54" W	115.26'
L5	S 02°35'02" W	130.47'
L6	S 20°23'33" W	52.42'
L7	S 11°04'19" W	70.09'
L8	S 09°17'28" W	99.42'
L9	S 67°40'55" W	44.79'
L10	N 42°30'38" W	14.54'
L11	N 57°15'53" W	21.83'
L12	S 46°10'09" W	45.48'
L13	S 49°23'55" E	17.79'
L14	S 16°52'33" W	7.97'
L15	S 83°22'51" W	197.02'
L16	N 55°11'57" W	208.31'
L17	N 43°43'48" W	278.09'
L18	N 34°13'11" E	616.06'
L19	N 14°22'22" E	339.60'
L20	S 80°06'11" W	139.31'
L21	S 80°06'11" W	118.62'
L22	S 74°58'23" E	44.46'
L23	S 15°03'37" W	350.00'
L24	N 74°58'23" W	625.00'
L25	N 15°03'37" E	89.70'
L26	S 81°02'29" W	467.21'
L27	S 81°43'11" W	27.49'
L28	S 36°56'17" E	326.18'
L29	N 49°03'43" E	238.54'
L30	S 85°59'18" E	119.20'
L31	S 71°15'58" E	86.93'
L32	S 30°24'44" E	219.60'
L33	S 24°03'02" W	217.59'
L34	S 17°12'43" W	115.29'
L35	S 52°26'23" W	89.80'
L36	S 70°41'47" E	104.71'
L37	N 50°51'48" E	118.42'
L38	S 64°33'27" E	44.32'
L39	S 15°23'11" E	184.91'
L40	S 00°50'24" W	253.78'
L41	S 14°00'00" E	78.36'
L42	S 33°01'33" E	60.32'
L43	N 72°01'52" E	141.28'
L44	N 84°16'49" E	230.93'
L45	S 71°30'42" E	96.40'

LINE TABLE		
LINE	BEARING	LENGTH
L46	S 37°14'07" E	325.40'
L47	N 50°58'53" E	14.01'
L48	N 35°37'36" E	178.95'
L49	S 84°26'59" E	368.01'
L50	N 52°59'10" E	289.86'
L51	N 43°50'30" E	147.26'
L52	N 62°24'04" E	139.94'
L53	N 54°58'38" W	138.21'
L54	N 08°50'22" E	51.15'
L55	N 35°20'22" E	84.50'
L56	N 02°50'22" E	39.92'
L57	N 08°09'38" W	162.74'
L58	N 09°20'22" E	147.55'
L59	N 65°05'22" E	80.88'
L60	N 71°40'22" E	140.25'
L61	S 76°09'38" E	123.82'
L62	N 80°06'11" E	670.07'
L63	N 79°07'31" E	50.52'
L64	N 79°09'21" E	357.27'
L65	S 39°05'33" E	483.55'

RADIAL BEARING TABLE	
R101	N 05°25'21" E
R102	S 41°16'57" E
R103	S 05°05'11" E
R104	N 28°47'21" W
R105	S 01°49'32" W
R106	S 39°29'56" E
R107	S 51°56'52" E
R108	N 28°18'16" W
R109	S 47°27'05" W
R110	S 23°40'20" W
R111	S 82°09'05" E
R112	N 31°09'30" W
R113	N 59°02'04" W
R114	S 54°07'35" E

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	20°43'16"	285.00'	103.07'
C2	36°11'46"	130.00'	82.13'
C3	23°42'11"	80.00'	33.10'
C4	23°56'14"	242.00'	101.10'
C5	97°27'56"	55.00'	93.58'
C6	138°40'32"	35.00'	84.71'
C7	12°28'58"	755.00'	164.04'
C8	29°37'48"	140.00'	72.40'
C9	44°49'11"	110.00'	86.05'
C10	59°25'28"	40.00'	41.49'
C11	23°48'45"	215.00'	89.23'
C12	74°10'35"	20.00'	25.89'
C13	27°52'35"	100.00'	48.65'
C14	88°55'38"	375.00'	582.03'
C15	77°58'59"	186.00'	253.05'
C16	63°47'00"	50.00'	55.66'
C17	36°57'37"	125.00'	80.63'
C18	10°27'37"	125.00'	22.82'
C19	32°30'00"	150.00'	85.08'
C20	11°00'00"	250.00'	48.00'
C21	17°30'00"	250.00'	76.36'
C22	55°45'00"	75.00'	72.98'

DESCRIPTION:
 PORTION OF PARCEL 2
 PARCEL MAP NO. 78-97, P.M.B. 141 / 3-5

LOCATION:
 City of Lake Forest
 County of Orange
 State of California

SHEET 2 OF 2

SCALE: NONE

DRAFTED: LNB

CHECKED: JLE

DATE: 2-23-09

JOB NO: 2LAK020500

SPORTS COMPLEX CITY PARCEL

PSOMAS
 3187 Red Hill Avenue #250
 Costa Mesa, California 92629
 (714) 751-7373 www.psomas.com

DBC Name: M:\2LAK020500\Survey\PSOMAS\Sport Complex\PL13-EDK_Sport Complex.dwg Plotted by: wackal on Feb 24, 2009 - 10:32:38

EXHIBIT B

Legal Description of Concourse Park Fee Area (Parcel PR50S-625)

All that certain real property situated in the City of Lake Forest, County of Orange, State of California, more particularly described as follows:

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

CONCOURSE PARK EXCHANGE PARCEL

In the County of Orange, State of California, being Parcel 4 of Lot Line Adjustment No. 89-094 as described in the document recorded December 18, 1989 as Instrument No. 89-684356, Official Records of said County.

Excepting therefrom that portion of said Parcel 4 as described in the Grant Deed recorded July 17, 2001 as Instrument No. 20010479858, Official Records of said County.

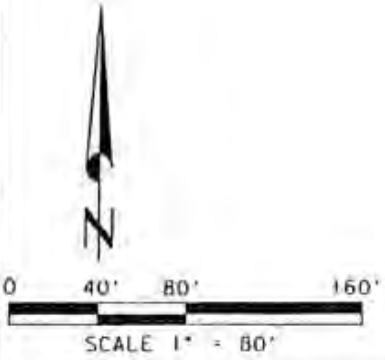
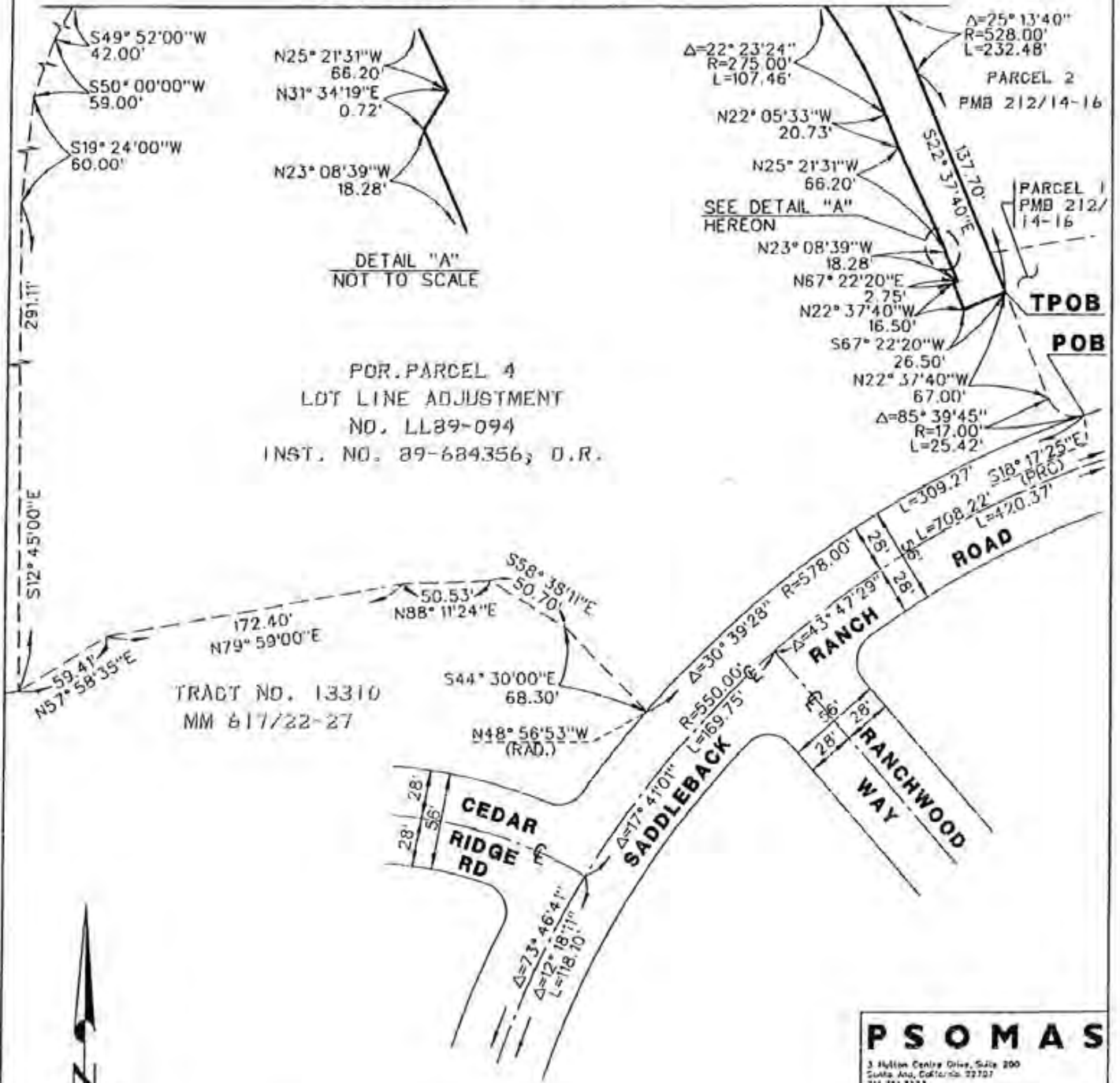
Also excepting therefrom that portion of said Parcel 4 lying southerly and southwesterly of the following described line:

Beginning at the point of reverse curvature in the southerly line of Parcel 1 of Parcel Map No. 85-389, filed in Book 212, Pages 14 through 16, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, said point being the beginning of a curve concave northerly having a radius of 17.00 feet, a radial line to said point bears South 18°17'25" East; thence along the southwesterly line of said Parcel 1 the following two courses:

1. Westerly and northwesterly along said curve 25.42 feet through a central angle of 85°39'45";
2. North 22°37'40" West 67.00 feet to the **True Point of Beginning**; thence South 67°22'20" West 26.50 feet; thence North 22°37'40" West 16.50 feet; thence North 67°22'20" East 2.75 feet; thence North 23°08'39" West 18.28 feet; thence North 31°34'19" East 0.72 feet; thence North 25°21'31" West 66.20 feet; thence North 22°05'33" West 20.73 feet to the beginning of a curve concave southwesterly having a radius of 275.00 feet; thence northwesterly along said curve 107.46 feet through a central angle of 22°23'24"; thence North 44°28'57" West 26.10 feet; thence

EXHIBIT "B"

SEE SHEET 2 OF 2

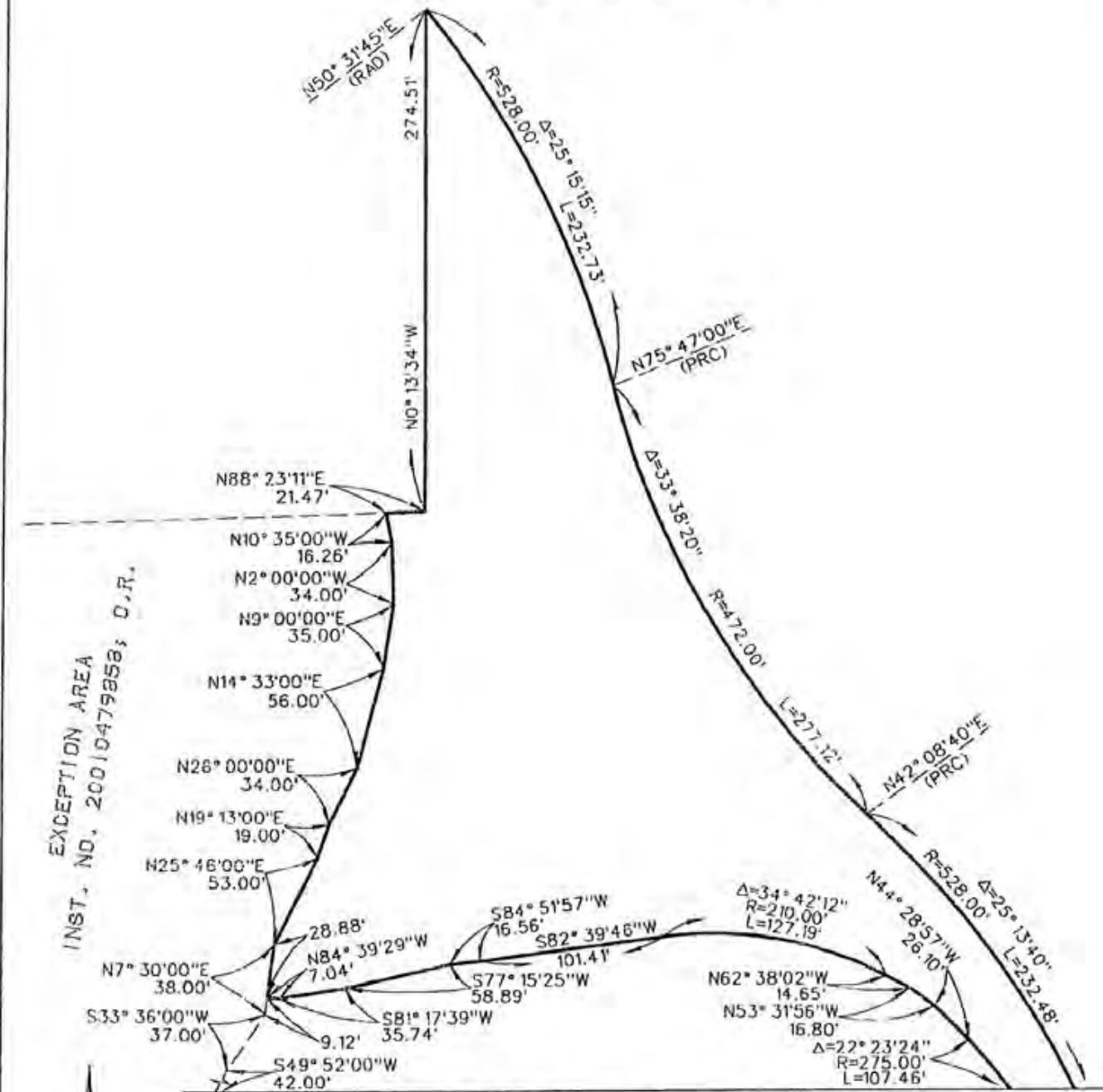


DESCRIPTION:
CONCOURSE PARK EXCHANGE PARCEL

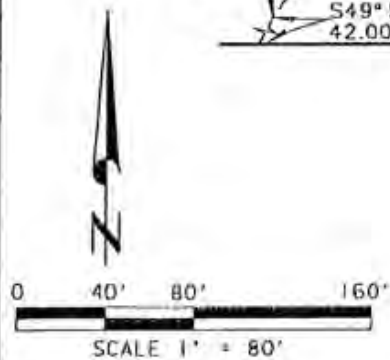
PSOMAS	
3 Hilltop Centre Drive, Suite 200 Santa Ana, California 92707 714.751.7373 714.545.6883 (Fax)	
SHEET 1 OF 2	
SCALE	1"=80'
DRAFTED	RTM
CHECKED	JLE
DATE	3/4/2011
JOB NUMBER	2LAK020900

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EXHIBIT "B"



SEE SHEET 1 OF 2



DESCRIPTION:

CONCOURSE PARK EXCHANGE PARCEL

PSOMAS	
3 Hutton Centre Drive, Suite 200 Santa Ana, California 92707 714.751.7375 714.545.0093 (Fax)	
SHEET 2 OF 2	
SCALE	1"=80'
DRAFTED	RTN
CHECKED	JLE
DATE	3/4/2011
JOB NUMBER	2LAK020900

EXHIBIT C

Legal Description of Concourse Park Easement Area (Parcel PR50S-624)

All that certain real property situated in the City of Lake Forest, County of Orange, State of California, more particularly described as follows:

PSOMAS**EXHIBIT 'A'****LEGAL DESCRIPTION****CONCOURSE PARK DRIVEWAY EASEMENT**

In the County of Orange, State of California, being that portion of Parcel 4 of Lot Line Adjustment No. 89-094 as described in the document recorded December 18, 1989 as Instrument No. 89-684356, Official Records of said County, lying southeasterly of the following described line:

Beginning at the point of reverse curvature in the southerly line of Parcel 1 of Parcel Map No. 85-389, filed in Book 212, Pages 14 through 16, inclusive, of Parcel Maps, in the Office of the County Recorded of said County, said point being the beginning of a curve concave northerly having a radius of 17.00 feet, a radial line to said point bears South 18°17'25" East; thence along the southwesterly line of said Parcel 1 the following two courses:

1. Westerly and northwesterly along said curve 25.42 feet through a central angle of 85°39'45";
2. North 22°37'40" West 67.00 feet to the **True Point of Beginning**;

thence South 67°22'20" West 23.72 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 24.50 feet, a radial line to said beginning bears North 72°39'12" East; thence southwesterly along said curve 35.61 feet through a central angle of 83°16'49" thence South 65°56'01" West 8.50 feet to the easterly line of the land described in the document recorded August 4, 1986 as Instrument No. 86-341696, Official Records of said County; thence along said easterly line the following two courses:

1. South 22°37'40" East 44.55 feet to the beginning of a curve concave northwesterly having a radius of 17.00 feet;
2. Southwesterly along said curve 25.42 feet through a central angle of 85°39'45" to the southeasterly line of said Parcel 4.

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Containing 4,135 square feet.

All as shown on Exhibit "B" attached hereto and made a part thereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

Jeremy L. Evans

3-7-2011

Jeremy L. Evans, PLS 5282

Date



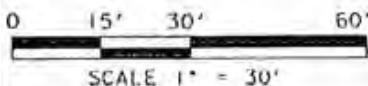
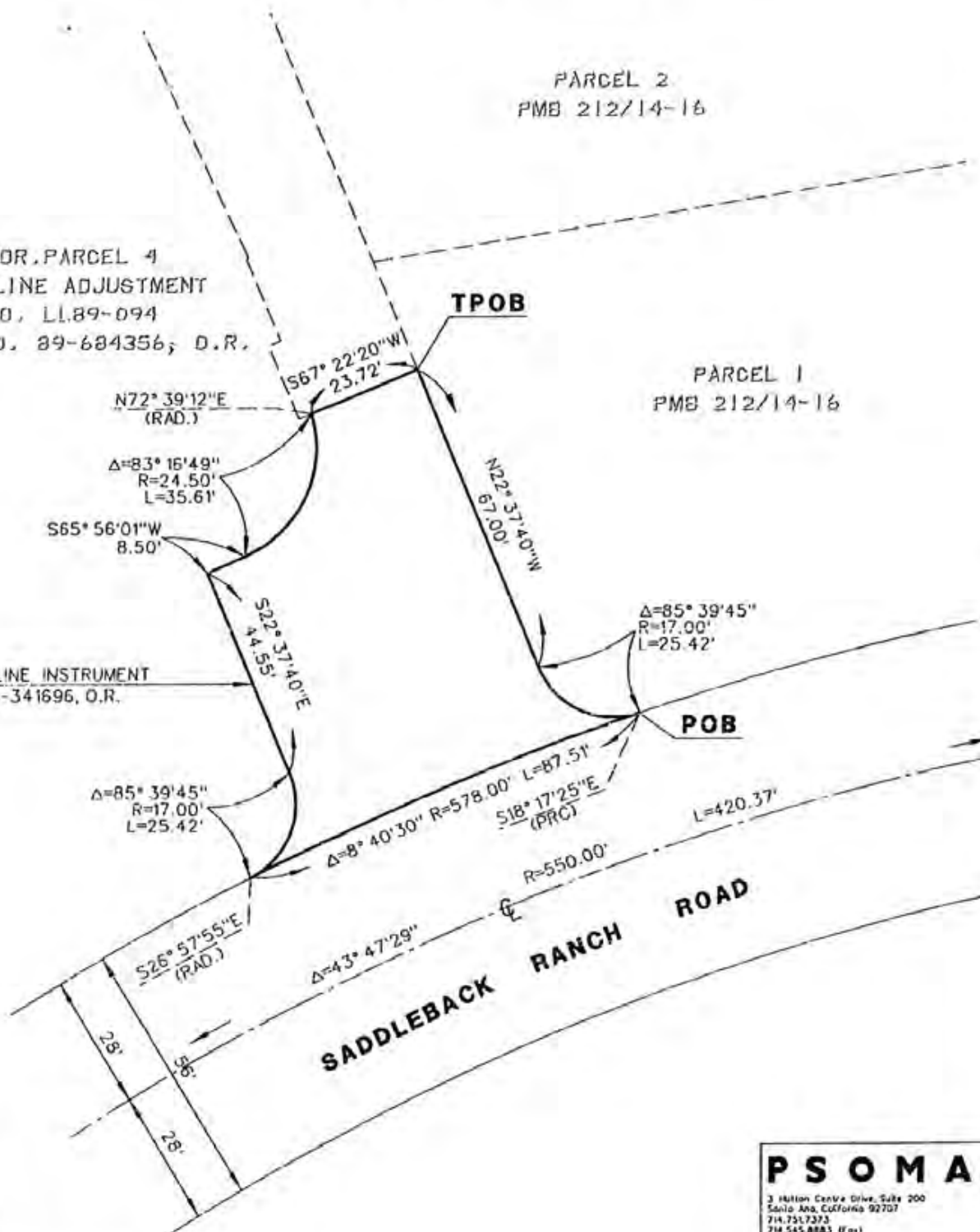
EXHIBIT "B"

PARCEL 2
PMB 212/14-16

FOR PARCEL 4
LOT LINE ADJUSTMENT
NO. LI.89-094
INST. NO. 89-684356; D.R.

PARCEL 1
PMB 212/14-16

E'LY LINE INSTRUMENT
NO. 86-341696, O.R.



PSOMAS	
3 Hilton Centre Drive, Suite 200 San Joaquin, California 92707 714.751.7375 714.545.8885 (fax)	
SHEET 1 OF 1	
SCALE	1"=30'
DRAFTED	RTN
CHECKED	JLE
DATE	3/4/2011
JOB NUMBER	2LAK020900

DESCRIPTION:
CONCOURSE PARK DRIVEWAY EASEMENT

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EXHIBIT D

Legal Description of Parcel 1 (PR50S-708)

All that certain real property situated in the City of Lake Forest, County of Orange, State of California, more particularly described as follows:

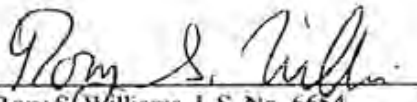
**EXHIBIT "A"
LEGAL DESCRIPTION**

In the City of Lake Forest, County of Orange, State of California, being that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, described as follows:

Beginning at the most southerly corner of said Parcel 1; thence along the southwest boundary of said parcel North 22°12'36" West 199.45 feet; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 132.00 feet to a line parallel with and 10.00 feet northwest of the southeast line of said parcel; thence along said parallel line North 63°18'49" East 42.39 feet; thence North 24°49'21" East 137.69 feet; thence North 80°54'03" East 122.63 feet to the southeast boundary of said parcel; thence along said boundary South 28°47'49" West 103.49 feet and South 63°18'49" West 343.75 feet to the Point of Beginning.

Contains an area of 0.80 acres, more or less.

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

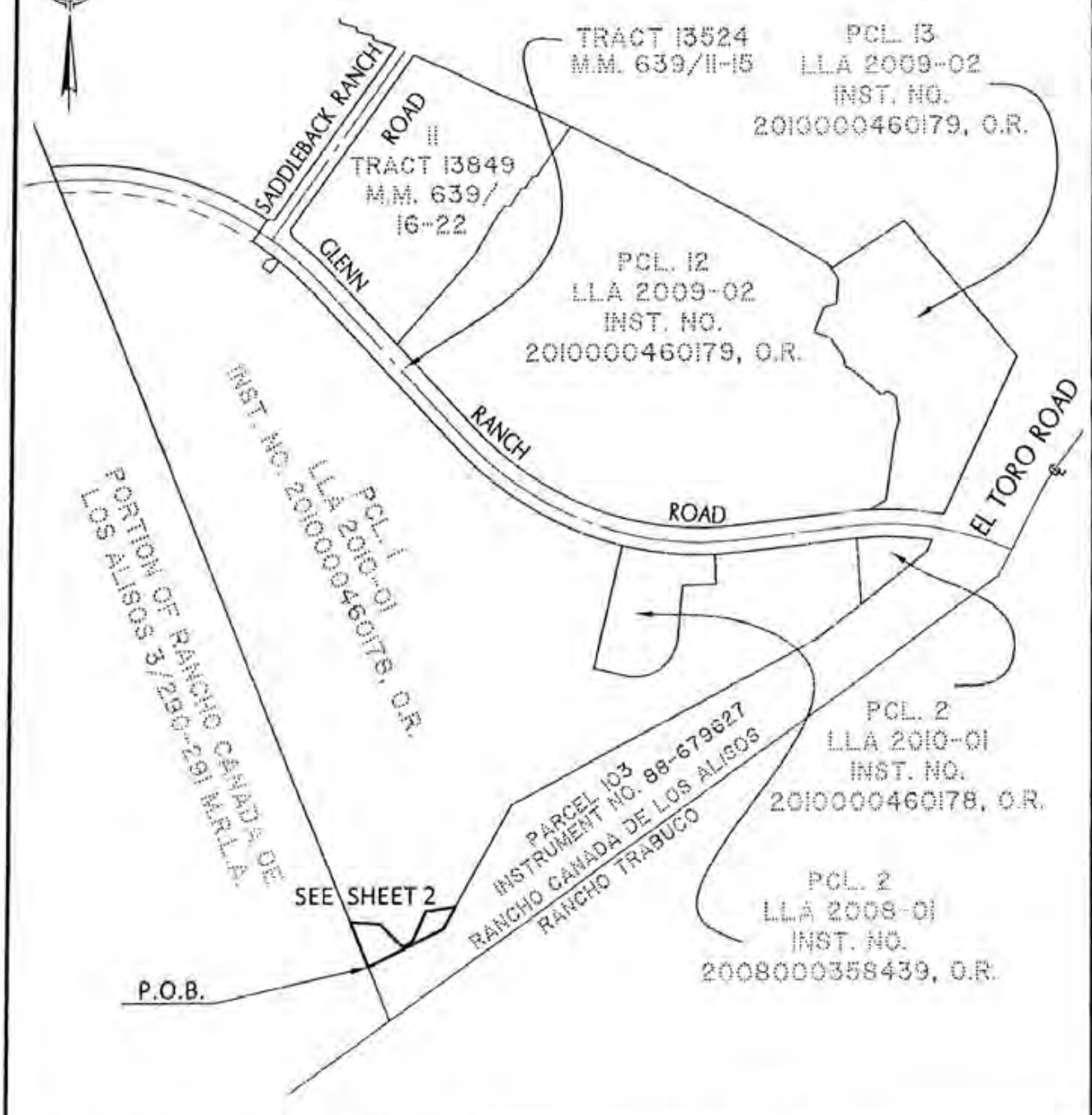

Rory S. Williams, L.S. No. 6654
Date: 3/09/11



March 8, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No. 7667
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description




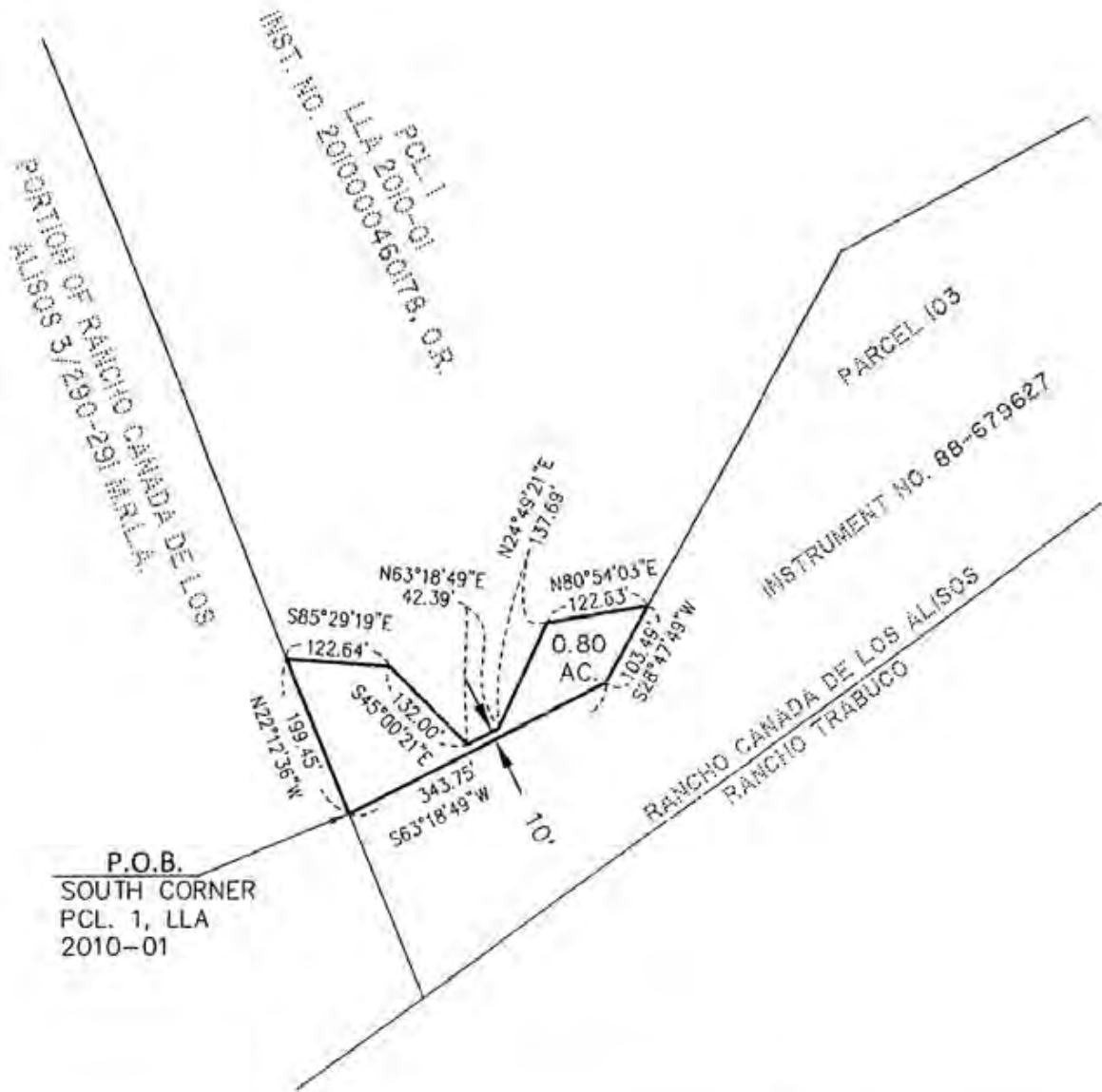
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759			IOD CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA		
DATE: 03-08-11	REV. DATE: --	DWG. By: R. WILLIAMS	CK'd By: R. WHEELER	SCALE: 1"=600'	W.O. 3645-1
FILE: I:\portola hills\LD\7667\SHT01.dwg				H&A LEGAL No. 7667	SHEET 1 OF 2

EXHIBIT "B"

Sketch to Accompany Legal Description



HUNSAKER & ASSOCIATES
 IRVINE, INC.
 PLANNING • ENGINEERING • SURVEYING
 Three Hughes • Irvine, CA 92618 • P/E (949) 583-1010 • Fx: (949) 583-0759

DATE: 03-08-11 REV. DATE: -- DWG. BY: R. WILLIAMS CHK'D BY: R. WHEELER

FILE: I:\portola hills\LD\7667\SHT02.dwg

IOD

CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA

SCALE: 1"=200' W.O. 3645-1

H&A LEGAL No. 7667 SHEET 2 OF 2

EXHIBIT E

Legal Description of Parcel 2 (PR50S-704)

All that certain real property situated in the City of Lake Forest, County of Orange, State of California, more particularly described as follows:

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

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4 Lot B, in the County of Orange, State of California, as shown on the map of Tract No.
5 13982, as filed in Book 710, Pages 20 through 23, inclusive, of Miscellaneous Maps, in
6 the Office of the County Records of said County.

7
8 Containing 1.440 acres.

9
10 This legal description was prepared by me or under my direction.

11
12
13 Jeremy L. Evans

3-4-2011

14 Jeremy L. Evans, PLS 5282

Date



EXHIBIT F

County Quitclaim Deed (Parcel PR50S-106)

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

City of Lake Forest
25550 Commercentre Drive
Lake Forest, California 92630
Attention: City Manager

This document is exempt from recording fees
per Government Code Section 27383 and is
exempt from payment of documentary transfer
tax per Revenue and Taxation Code Section 11922.

A.P. Nos.: 104-541-28, Portions of 104-143-42 and 104-541-26

(Space above this line for Recorder's use only)

Project Location: Incorporated City of Lake Forest
Project Name: Limestone - Whiting Wilderness Park
Facility/Parcel No.: PR50S-106

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which is hereby
acknowledged,

COUNTY OF ORANGE,
a political subdivision of the State of California,
hereinafter referred to as "**Grantor**"

does hereby **REMISE, RELEASE, AND FOREVER QUITCLAIM** to the

CITY OF LAKE FOREST,
a municipal corporation organized and
existing under the laws of the State of California,
hereinafter referred to as "**Grantee**,"

in an "as is" condition, all **RIGHTS, TITLE, and INTEREST** in and to that certain real property
pursuant to that certain Grant Deed recorded October 20, 2010, as Instrument No.
2010000551275 in the Official Records of Orange County, California.

[Signature Page Follows]

[Signature Page of Quitclaim Deed for Facility/Parcel No. PR50S-106]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the date set forth below. This Quitclaim Deed shall not be effective for any purpose unless and until the Acceptance below has been duly executed by Grantee.

GRANTOR

Date: _____

COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____
Mark Denny, Director, OC Parks
Pursuant to Orange County Board of
Supervisors Minute Order dated
April 5, 2011

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the CITY OF LAKE FOREST, a California municipal corporation, is hereby accepted by order of the City Council of Lake Forest, California, and the CITY OF LAKE FOREST consents to recordation thereof.

CITY OF LAKE FOREST, a municipal corporation organized and existing under the laws of the State of California

By: _____
Stephanie D. Smith, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

By: _____
City Attorney

EXHIBIT G

City Quitclaim Deed

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

County of Orange
OC Parks
13042 Old Myford Rd.
Irvine, CA 92602
Attn: Mark Denny

This document is exempt from recording fees
per Government Code Section 27383 and is
exempt from payment of documentary transfer
tax per Revenue and Taxation Code Section 11922.

A.P. Nos.: 606-441-08 (Portion)

(Space above this line for Recorder's use only)

Project Location: Incorporated City of Lake Forest
Project Name: Limestone – Whiting Wilderness Park
Facility/Parcel No.: PR50S-625

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which is hereby
acknowledged, to the

CITY OF LAKE FOREST,
a municipal corporation organized and
existing under the laws of the State of California,
hereinafter referred to as "**Grantor**"

does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to

COUNTY OF ORANGE,
a political subdivision of the State of California,
hereinafter referred to as "**Grantee,**"

any and all of its right, title, and interest in and to the real property legally described in **Exhibit A** and illustrated in **Exhibit B ("Property")**, which exhibits are attached hereto and made a part hereof.

[Signature Page Follows]

[Signature Page to Quitclaim Deed for Facility/Parcel No. PR50S-625]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the date set forth below. This Quitclaim Deed shall not be effective for any purpose unless and until the Acceptance below has been duly executed by Grantee.

GRANTOR

Date: _____

CITY OF LAKE FOREST,
a political subdivision of the State of California

By: _____
Peter Herzog
Mayor

ATTEST:

By: _____
Stephanie Smith
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Quitclaim Deed to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by order of the County of Orange Board of Supervisors, and the COUNTY OF ORANGE consents to recordation thereof.

Date: _____

COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____

Mark Denny, Director, OC Parks
Pursuant to Orange County Board of
Supervisors Minute Order dated
April 5, 2011

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: _____

Deputy

Date: _____

**Exhibit A
to
Quitclaim Deed**

Legal Description of Parcel PR50S-625

All that certain real property located in the City of Lake Forest, County of Orange, State of California, described as follows:

PSOMAS**EXHIBIT 'A'****LEGAL DESCRIPTION****CONCOURSE PARK EXCHANGE PARCEL**

In the County of Orange, State of California, being Parcel 4 of Lot Line Adjustment No. 89-094 as described in the document recorded December 18, 1989 as Instrument No. 89-684356, Official Records of said County.

Excepting therefrom that portion of said Parcel 4 as described in the Grant Deed recorded July 17, 2001 as Instrument No. 20010479858, Official Records of said County.

Also excepting therefrom that portion of said Parcel 4 lying southerly and southwesterly of the following described line:

Beginning at the point of reverse curvature in the southerly line of Parcel 1 of Parcel Map No. 85-389, filed in Book 212, Pages 14 through 16, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, said point being the beginning of a curve concave northerly having a radius of 17.00 feet, a radial line to said point bears South 18°17'25" East; thence along the southwesterly line of said Parcel 1 the following two courses:

1. Westerly and northwesterly along said curve 25.42 feet through a central angle of 85°39'45";
2. North 22°37'40" West 67.00 feet to the **True Point of Beginning**; thence South 67°22'20" West 26.50 feet; thence North 22°37'40" West 16.50 feet; thence North 67°22'20" East 2.75 feet; thence North 23°08'39" West 18.28 feet; thence North 31°34'19" East 0.72 feet; thence North 25°21'31" West 66.20 feet; thence North 22°05'33" West 20.73 feet to the beginning of a curve concave southwesterly having a radius of 275.00 feet; thence northwesterly along said curve 107.46 feet through a central angle of 22°23'24"; thence North 44°28'57" West 26.10 feet; thence

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North 53°31'56" West 16.80 feet; thence North 62°38'02" West 14.65 feet to the beginning of a curve concave southerly having a radius of 210.00 feet; thence northwesterly and westerly along said curve 127.19 feet through a central angle of 34°42'12"; thence South 82°39'46" West 101.41 feet; thence South 84°51'57" West 16.56 feet; thence South 77°15'25" West 58.89 feet; thence South 81°17'39" West 35.74 feet; thence North 84°39'29" West 7.04 feet to the easterly line of said

Instrument No. 20010479858

Containing 2.055 acres.

All as shown on Exhibit "B" attached hereto and made a part thereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

Jeremy L. Evans

3-7-2011

Jeremy L. Evans, P.L.S. 5282

Date

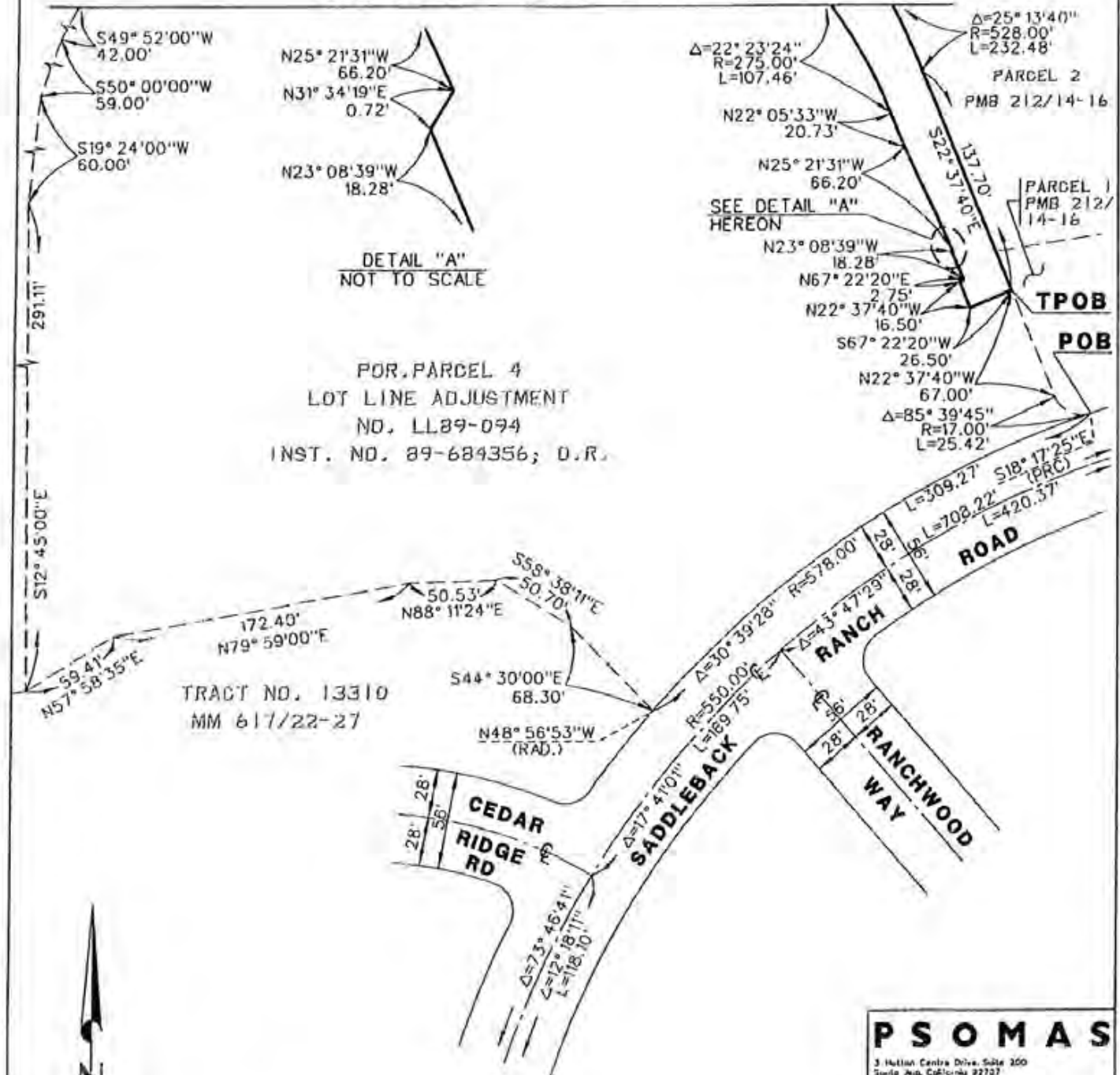


**Exhibit B
to
Quitclaim Deed**

Depiction of Parcel PR50S-625

EXHIBIT "B"

SEE SHEET 2 OF 2

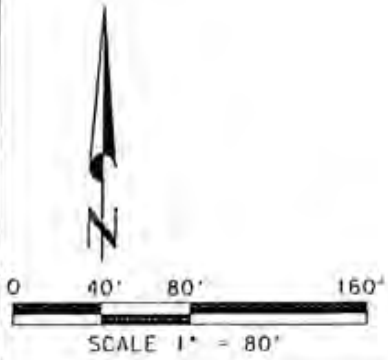


DETAIL "A"
NOT TO SCALE

FOR PARCEL 4
LOT LINE ADJUSTMENT
NO. LL89-094
INST. NO. 89-684356; D.R.

TRACT NO. 13310
MM 617/22-27

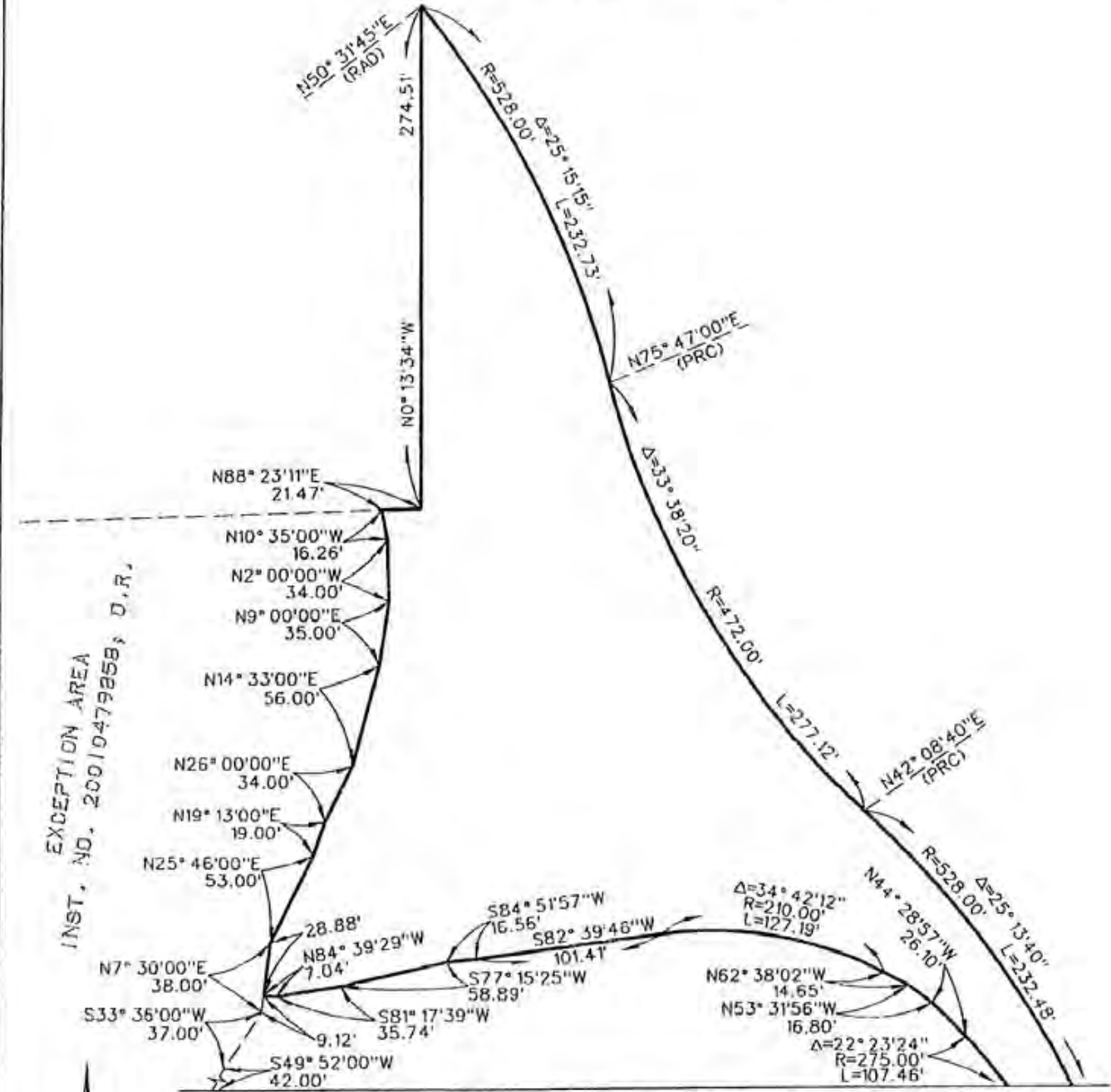
PSOMAS	
3 Million Centre Drive, Suite 200 Santa Ana, California 92707 714.781.7373 714.945.8883 (Fax)	
SHEET 1 OF 2	
SCALE	1"=80'
DRAFTED	RTN
CHECKED	JLE
DATE	3/4/2011
JOB NUMBER	2LAK020900



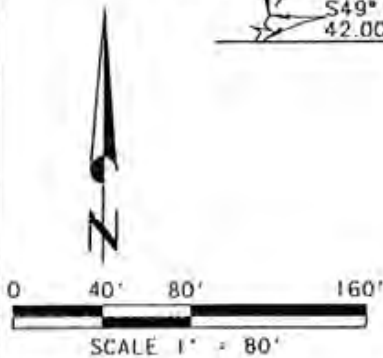
DESCRIPTION:
CONCOURSE PARK EXCHANGE PARCEL

M:\2LAK020900\SURVEY\LEGAL\EXHIBIT\PARK_EXCHANGE_SHT1.dwg

EXHIBIT "B"



SEE SHEET 1 OF 2



DESCRIPTION:

CONCOURSE PARK EXCHANGE PARCEL

PSOMAS	
3 Mellon Centre Drive, Suite 200 Santa Ana, California 92707 714.251.7373 714.243.8683 (Fax)	
SHEET 2 OF 2	
SCALE	1"=80'
DRAFTED	RTN
CHECKED	JLE
DATE	3/4/2011
JOB NUMBER	2LAK020900

EXHIBIT H

City Grant of Easement

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

County of Orange
OC Parks
13042 Old Myford Rd.
Irvine, CA 92602
Attn: Mark Denny

This document is exempt from recording fees
per Government Code Section 27383 and is
exempt from payment of documentary transfer
tax per Revenue and Taxation Code Section 11922.

A.P. Nos.: 606-441-08 (Portion)

(Space above this line for Recorder's use only)

Project Location: Incorporated City of Lake Forest
Project Name: Limestone - Whiting Wilderness Park
Facility/Parcel No.: PR50S-624

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF LAKE FOREST,
a municipal corporation organized and
existing under the laws of the State of California,
hereinafter referred to as "**Grantor**"

does hereby GRANT to

COUNTY OF ORANGE,
a political subdivision of the State of California,
hereinafter referred to as "**Grantee,**"

a permanent and perpetual easement, in gross, for ingress and egress and on-site signage purposes over, under, along, and across that certain real property situated in the City of Lake Forest, State of California and more fully described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and made parts hereof. The easement described herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, and voluntary and involuntary successors in interest.

[Signature Page Follows]

[Signature Page to Quitclaim Deed for Facility/Parcel No. PR50S-624]

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement as of the date set forth below. This Grant of Easement shall not be effective for any purpose unless and until the Acceptance below has been duly executed by Grantee.

GRANTOR

Dated: _____

CITY OF LAKE FOREST,
a municipal corporation organized and existing
under the laws of the State of California

By: _____
Peter Herzog
Mayor

ATTEST:

By: _____
Stephanie Smith
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Grant of Easement to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by order of the County of Orange Board of Supervisors, and the COUNTY OF ORANGE consents to recordation thereof.

Date: _____

COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____
Mark Denny, Director, OC Parks
Pursuant to Orange County Board of
Supervisors Minute Order dated
April 5, 2011

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

**Exhibit A To
Grant of Easement**

Legal Description of Parcel PR50S-624

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

CONCOURSE PARK DRIVEWAY EASEMENT

In the County of Orange, State of California, being that portion of Parcel 4 of Lot Line Adjustment No. 89-094 as described in the document recorded December 18, 1989 as Instrument No. 89-684356, Official Records of said County, lying southeasterly of the following described line:

Beginning at the point of reverse curvature in the southerly line of Parcel 1 of Parcel Map No. 85-389, filed in Book 212, Pages 14 through 16, inclusive, of Parcel Maps, in the Office of the County Recorded of said County, said point being the beginning of a curve concave northerly having a radius of 17.00 feet, a radial line to said point bears South 18°17'25" East; thence along the southwesterly line of said Parcel 1 the following two courses:

1. Westerly and northwesterly along said curve 25.42 feet through a central angle of 85°39'45";
2. North 22°37'40" West 67.00 feet to the **True Point of Beginning**;

thence South 67°22'20" West 23.72 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 24.50 feet, a radial line to said beginning bears North 72°39'12" East; thence southwesterly along said curve 35.61 feet through a central angle of 83°16'49" thence South 65°56'01" West 8.50 feet to the easterly line of the land described in the document recorded August 4, 1986 as Instrument No. 86-341696, Official Records of said County; thence along said easterly line the following two courses:

1. South 22°37'40" East 44.55 feet to the beginning of a curve concave northwesterly having a radius of 17.00 feet;
2. Southwesterly along said curve 25.42 feet through a central angle of 85°39'45" to the southeasterly line of said Parcel 4.

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Containing 4,135 square feet.

All as shown on Exhibit "B" attached hereto and made a part thereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

Jeremy L. Evans
Jeremy L. Evans, PLS 5282

3-7-2011
Date



**Exhibit B to
Grant of Easement**

Depiction of Parcel PR50S-624

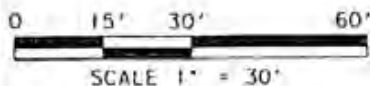
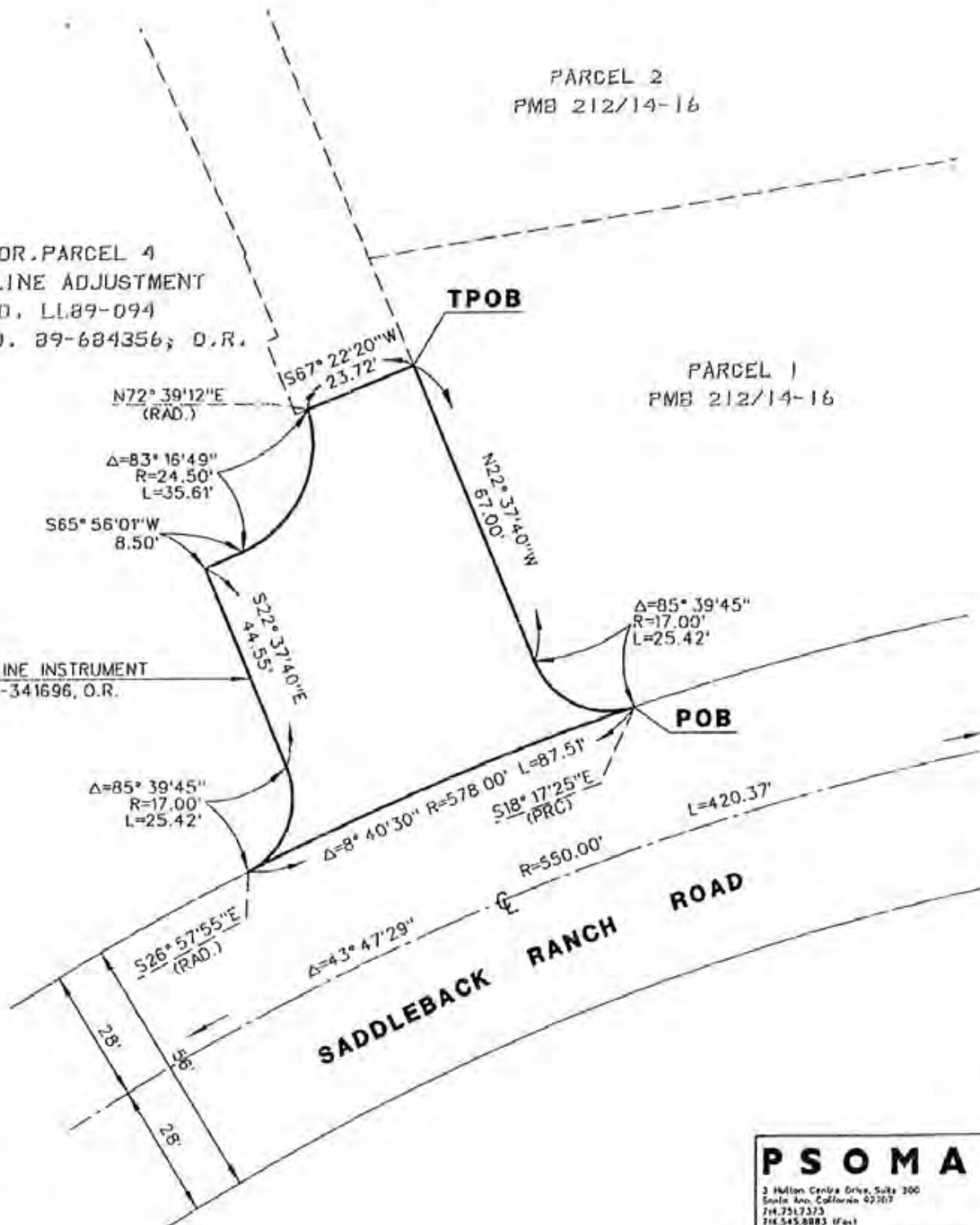
EXHIBIT "B"

PARCEL 2
PMB 212/14-16

POR. PARCEL 4
LOT LINE ADJUSTMENT
NO. LL89-094
INST. NO. 09-604356; O.R.

PARCEL 1
PMB 212/14-16

E'LY LINE INSTRUMENT
NO. 86-341696, O.R.



DESCRIPTION:

CONCOURSE PARK DRIVEWAY EASEMENT

PSOMAS	
3 Hillon Centre Drive, Suite 300 Santa Ana, California 92707 714-251-7373 714-545-8883 (Fax)	
SHEET 1 OF 1	
SCALE	1"=30'
DRAFTED	RIN
CHECKED	JLE
DATE	3/4/2011
JOB NUMBER	2LAK020900

MX:\2LAK02\PROJ\SURVEY\LEGAL\EXHIBIT\DRIVEWAY EASEMENT.dwg

EXHIBIT I

Irrevocable Offer of Dedication for Parcel 1 (PR50S-708)

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

City of Lake Forest
25550 Commercentre Drive
Lake Forest, California 92630
Attn: City Manager

(Space above reserved for Recorder's use only)

OFFICIAL CITY BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APN: 606-351-02; County of Orange

**IRREVOCABLE OFFER OF DEDICATION
OF FEE INTEREST PURSUANT TO
CAL GOV CODE SECTION 7050**

SUNRANCH CAPITAL PARTNERS, LLC, a Delaware limited liability company (referred to herein as "Grantor"), hereby makes an Irrevocable Offer of Dedication of Fee Interest ("Irrevocable Offer to Dedicate"), pursuant to California Government Code section 7050, in and to certain real property situated in the State of California, County of Orange, City of Lake Forest for wilderness park purposes, as part of the Limestone-Whiting Wilderness Park, and for inclusion in the NCCP/HCP reserve area, to THE CITY OF LAKE FOREST, a California municipal corporation (referred to herein as "Grantee") and further described in **Exhibit "A"** attached hereto and by this reference made a part hereof ("Dedicated Property").

Grantor and Grantee entered into that certain Development Agreement, recorded in the Orange County Clerk-Recorder's Office on August 1, 2008, as document no. 2008000369093 ("Development Agreement") for development of residential, retail, commercial and park uses on 243 acres ("Project") on certain property ("Property") identified in the Development Agreement. The Dedicated Property comprises a portion of the Property.

This Irrevocable Offer to Dedicate is subject to the following covenants, conditions, restrictions, and reservations:

1. **CONDITION OF TITLE**
 - A. Grantor hereby covenants and agrees that prior to the vesting of title in Grantee, the Dedicated Property is, and shall remain free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded), and taxes except:

- 1) Any installment of General and Special County and City taxes, if any, allocable to a period subsequent to the time title is vested in or physical possession is taken by the Grantee, whichever first occurs, and all taxes subsequent thereto. Grantor shall remain liable for payment of any real property taxes, and all penalties and interest thereon, allocable to the Dedicated Property prior to the time title is vested in Grantee, pursuant to the provisions of Section 5084 and 5086, California Revenue and Taxation Code, as amended. Grantor shall also be obligated to pay any special assessments or personal property taxes, with any applicable penalties and interest thereon, allocable to the Dedicated Property for the period prior to the time title is vested in Grantee.
- 2) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California added by Chapter 498, statutes of 1983, will be permitted. However, Grantor shall remain liable for the portion of any supplemental tax bill that is allocable to the Dedicated Property prior to the time title is vested in Grantee.
- 3) Any title exception not required to be cleared from the title to the Dedicated Property by Grantee. Written notice from Grantee identifying the title exceptions required to be cleared from title of the Dedicated Property must be delivered to Grantor in writing 15 days prior to vesting of title. Without such written notice, Grantee takes title subject to all title exceptions.
- 4) Any non-monetary exceptions to title that do not interfere with the uses and purposes of the Dedicated Property as set forth in this Irrevocable Offer to Dedicate.
- 5) The easements reserved by Grantor as set forth in Sections 1(C) and 1 (D), below.

- B. Grantor warrants that there are no unrecorded encumbrances (including but not limited to liens, leases, easements or licenses) on all or any portion of the Dedicated Property, and Grantor agrees to hold Grantee harmless, defend and reimburse Grantee for any and all of its losses and expenses, including reasonable attorney fees, occasioned by reason of any such unrecorded encumbrance of the Dedicated Property that arose prior to the time title to the Dedicated Property is vested in Grantee.
- C. Grantor expressly reserves from the Dedicated Property the following perpetual and appurtenant easements burdening the Dedicated Property and benefiting certain other property further described in **Exhibit "B"** ("Benefited Property"), and further encumbered by the Development Agreement:
- a. An easement for ingress and egress storm drain, water and sewer systems as shown on **Exhibit "C"** attached hereto. This easement(s) includes the right, but not the obligation, to construct and install storm drain, water and sewer systems infrastructure, as well as an easement(s) for ingress and egress over the Dedicated Property to maintain, operate and repair such infrastructure. It is intended that the easement(s) pursuant to this subparagraph C (1) are reserved for Grantor in connection with the development of the Project. Therefore, the reservation by Grantor of the easement(s) pursuant to this subparagraph C(1) will be relinquished and terminated without further action by Grantor or Grantee upon Grantor's completion of the Project, unless the easement(s) are used by Grantor for the required infrastructure, in which case the easements may be used for maintenance or repair of the required infrastructure.
 - b. An easement(s) for ingress and egress, underground conduits and other infrastructure and utilities surface or subsurface improvements required by law or any governmental entity to be located in the Dedicated Property and to support development of the Project consistent with the Development Agreement; provided, however that the easement(s) will not exceed 25 feet in width, unless a larger width is mandated by necessity as required by such law or governmental entity. This easement(s) includes the right, but not the obligation, to construct and install the required infrastructure, as well as an easement(s) for ingress and egress over the Dedicated Property to maintain, operate and

repair such infrastructure. It is intended that the easement(s) pursuant to this subparagraph C (2) are reserved for Grantor in connection with the development of the Project. Therefore, the reservation by Grantor of the easement(s) pursuant to this subparagraph C(2) will be relinquished and terminated without further action by Grantor or Grantee upon Grantor's completion of the Project, unless the easement(s) are used by Grantor for the required infrastructure, in which case the easements may be used for maintenance or repair of the required infrastructure.

- c. An easement for fuel modification zone ("FMZ") purposes, the approximate location of which is shown on **Exhibit "D"**, including ingress and egress, construction and maintenance of the FMZ as required by law or by any governmental entity, including Grantee, County of Orange or the Orange County Fire Authority. This easement includes the right, but not the obligation, to construct and install the required FMZ, as well as an easement for ingress and egress over and under the Dedicated Property to maintain such FMZ.
- d. An easement for ingress and egress and to perform habitat restoration to the extent conditions require habitat restoration are imposed during the Project permitting process with local, State and Federal resource agencies, including, but not limited to, habitat restoration described in a Minor Amendment to the Natural Community Conservation Plan and Habitat Conservation Plan ("NCCP/HCP") for the County of Orange Central and Coastal Subregion dated March 2010. This easement includes the right, but not the obligation, to perform habitat restoration, as well as an easement for ingress and egress over the Dedicated Property to maintain and restore such habitat.

The above easements reserved by Grantor under this Irrevocable Offer to Dedicate are expressly intended to run with and burden the Dedicated Property and run with and benefit the Benefited Property and be binding upon successors and assigns of Grantor and Grantee. Grantor acknowledges that the Dedicated Property will be used by the Grantee for wilderness park purposes, as part of the Limestone-Whiting Wilderness Park, and for inclusion in the NCCP/HCP reserve area and any easements granted by this subparagraph 1(C) shall not unreasonably interfere with that use.

- D. Grantor expressly reserves from the Dedicated Property the following perpetual and appurtenant easements, burdening the Dedicated Property

and benefiting the Benefited Property, and further encumbered by the Development Agreement: An approximate 25-foot wide easement, beginning at the junction of the Dedicated Property and certain property located directly adjacent to the Dedicated Property and extending directly over and across to the far side boundary of the Dedicated Property as shown on **Exhibit "E"**. The purpose of the easement is to provide year round access and activities in support of construction activities on the Benefited Property, and, to that end, the easement shall specifically provide for, without limitation, ingress and egress capabilities to and from the Benefited Property as well as grading related to the development of the Project by Grantor and additional storage capacity for construction vehicles, personnel and equipment.

The above easements reserved by Grantor under this Irrevocable Offer to Dedicate are expressly intended to run with and burden the Dedicated Property and run with and benefit the Benefited Property and be binding upon successors and assigns of Grantor and Grantee. Grantor acknowledges that the Dedicated Property will be used by the Grantee for wilderness park purposes, as part of the Limestone-Whiting Wilderness Park, and for inclusion in the NCCP/HCP reserve area and any easements granted by this subparagraph D shall not unreasonably interfere with that use.

2. ACCEPTANCE PROVISIONS

- A. This Irrevocable Offer to Dedicate may be accepted by Grantee by a resolution or a certificate of acceptance or other official action appropriate to the powers and laws governing Grantee whenever, in the judgment of Grantee, the Dedicated Property is desired ("Acceptance Document"). As of the date of the Acceptance Document, fee title to the Dedicated Property shall automatically vest with Grantee, subject to the easements reserved by Grantor as set forth in Sections 1(C) and D and, any encumbrances as further set forth in Section 1(A), above. The Acceptance Document, with this Irrevocable Offer to Dedicate attached as an exhibit, shall be recorded in the Official Records of Orange County, California.
- B. Promptly after acceptance of this Irrevocable Offer to Dedicate Grantee shall mail or deliver a copy of its resolution of Acceptance Document to the then owners at the address shown on the latest secured assessment roll in the county where the property is located.

3. ADDITIONAL TERMS AND CONDITIONS

- A. This Irrevocable Offer to Dedicate is made pursuant to Section 7050 of the Government Code of the State of California. This Irrevocable Offer to Dedicate shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.
- B. Grantor shall be responsible for maintaining the Dedicated Property offered for dedication until the Irrevocable Offer to Dedicate is accepted by Grantee or its designee. Grantor agrees not to use the Dedicated Property for any purpose inconsistent with its designation for wilderness park purposes or the uses described in the easements located in Sections 1(C) and 1(D).
- C. Prior to the time title is vested in Grantee, Grantor, for itself, its heirs, successors and assigns, does hereby release Grantee, its officers, employees and agents, from any and all liability, which arise out of the use of the Dedicated Property by Grantor its heirs, successors and assigns for the purpose stated or implied herein, other than those liabilities accruing to Grantee under Section 3(D) below, or that result from willful misconduct or gross negligence of Grantee.
- D. Prior to the time title is vested in Grantee, Grantee, for itself, its heirs, successors and assigns, does hereby release Grantor, its officers, employees and agents, from any and all liability, which arise out of the use of the Dedicated Property by Grantee its heirs, successors and assigns for the purposes stated or implied herein, other than those liabilities accruing to Grantor under Section 3(C) above, or that result from willful misconduct or gross negligence of Grantor.
- E. Grantee shall have the right to transfer or assign its rights and obligations under this Irrevocable Offer to Dedicate to the County of Orange for the purposes and subject to the reservations set forth herein.
- F. This Irrevocable Offer to Dedicate shall satisfy any dedication of open space/buffer area, that may otherwise be required at the time of a subdivision map or a parcel map recordation for the Project. Accordingly, this acreage shall be applied to any requirement for Grantor to set aside open space area on the Property for the Project.

- G. This Irrevocable Offer to Dedicate provides for the dedication of 0.79 acres of property to be used for open space purposes and placed into the NCCP/HCP reserve area, and dedicated at or prior to the time of recordation of a subdivision map or a parcel map for the Project.

- H. It is the intention of Grantor that the Dedicated Property will also be used for Mitigation Fee Credits pursuant to the Minor Amendment to the Natural Community Conservation Plan & Habitat Conservation Plan for the County of Orange Central & Coastal Subregion approved by the Board of Directors of the Nature Reserve of Orange County on March 18, 2010.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date hereinafter written.

DATED: _____

GRANTOR:

SUNRANCH CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

**STATE OF CALIFORNIA
COUNTY OF ORANGE**

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

**STATE OF CALIFORNIA
COUNTY OF ORANGE**

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF BENEFITED PROPERTY

EXHIBIT "C"
STORM DRAIN AND SEWER EASEMENT

**EXHIBIT "A"
LEGAL DESCRIPTION**

In the City of Lake Forest, County of Orange, State of California, being a 20.00 foot wide strip of land, lying within that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, described as follows:

Beginning at the most southerly corner of said Parcel 1; thence along the southwest boundary of said parcel North 22°12'36" West 199.45 feet; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 132.00 feet to a line parallel with and 10.00 feet northwest of the southeast line of said parcel; thence along said parallel line North 63°18'49" East 42.39 feet; thence North 24°49'21" East 137.69 feet; thence North 80°54'03" East 122.63 feet to the southeast boundary of said parcel; thence along said boundary South 28°47'49" West 103.49 feet and South 63°18'49" West 343.75 feet to the Point of Beginning of said portion of Parcel 1.

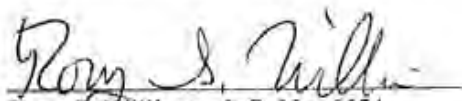
The centerline of said strip described as follows:

Beginning at a point on said southeasterly boundary, North 63°18'49" East 178.97 feet from said southerly corner; thence North 13°47'20" West 10.26 feet to said parallel line.

The sidelines of said strip to be prolonged or shortened southerly to terminate in said southeasterly boundary, and northerly in the course described hereinabove as "North 63°18'49" East 42.39 feet."

Contains an area of 205 square feet, more or less.

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

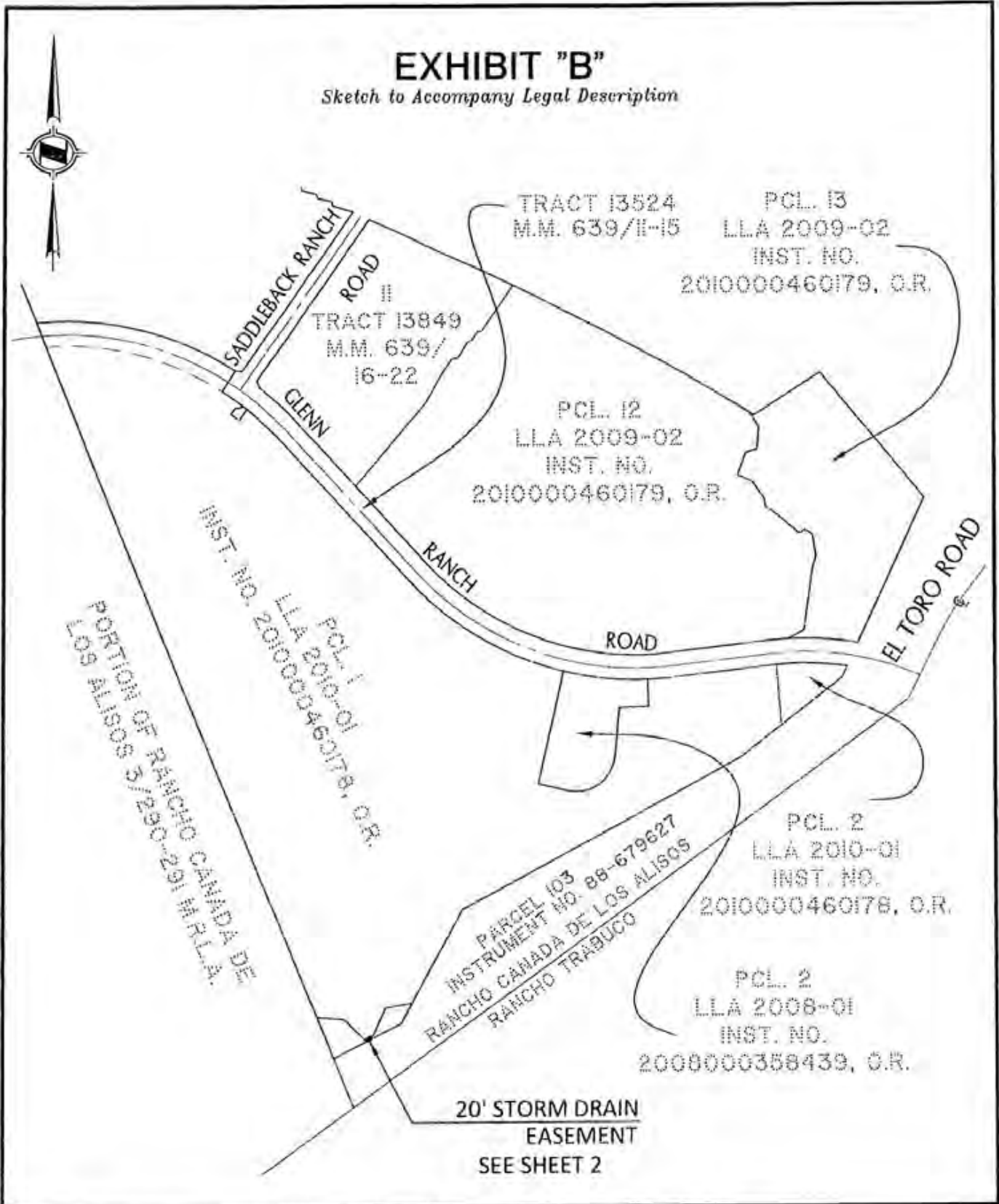

Rory S. Williams, L.S. No. 6654
Date: 3/09/11



March 9, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No. 7670
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

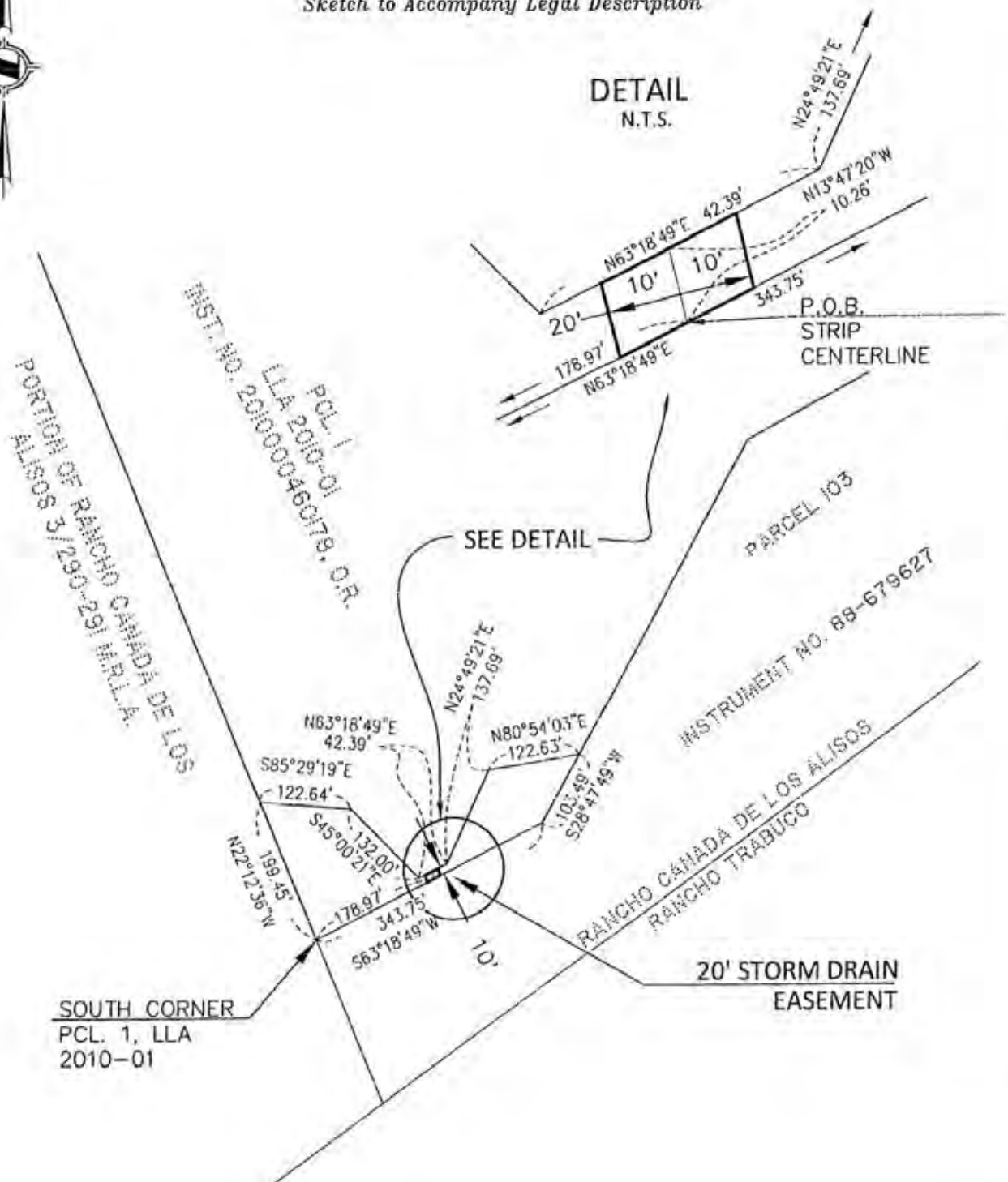
Sketch to Accompany Legal Description



HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EASEMENT STORM DRAIN CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 03-08-11	REV. DATE: --	.DWG By: R. WILLIAMS	CK'd By: R. WHEELER
FILE: I:\portola hills\LD\7670\SHT01.dwg		SCALE: 1"=600'	W.O. 3645-1
		H&A LEGAL No. 7670	SHEET 1 OF 2

EXHIBIT "B"

Sketch to Accompany Legal Description




 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-7010 • FX: (949) 583-0739		EASEMENT STORM DRAIN CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: --	DWG. By: R. WILLIAMS	CK'd By: R. WHEELER	SCALE: 1"=200'	W.O. 3645-1
FILE: I:\portola hills\LD\7670\SHT02.dwg				H&A LEGAL No. 7670	SHEET 2 OF 2

EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Lake Forest, County of Orange, State of California, being a 20.00 foot wide strip of land, lying within that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, described as follows:

Beginning at the most southerly corner of said Parcel 1; thence along the southwest boundary of said parcel North 22°12'36" West 199.45 feet; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 132.00 feet to a line parallel with and 10.00 feet northwest of the southeast line of said parcel; thence along said parallel line North 63°18'49" East 42.39 feet; thence North 24°49'21" East 137.69 feet; thence North 80°54'03" East 122.63 feet to the southeast boundary of said parcel; thence along said boundary South 28°47'49" West 103.49 feet and South 63°18'49" West 343.75 feet to the Point of Beginning of said portion of Parcel 1.

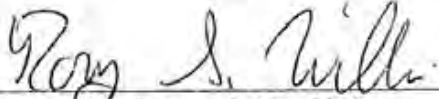
The centerline of said strip described as follows:

Beginning at a point on said southeasterly boundary, North 63°18'49" East 199.48 feet from said southerly corner; thence North 13°47'20" West 10.26 feet to said parallel line.

The sidelines of said strip to be prolonged or shortened southerly to terminate in said southeasterly boundary, and northerly in the courses described hereinabove as "North 63°18'49" East 42.39 feet" and "North 24°49'21" East 137.69 feet."

Contains an area of 234 square feet, more or less.

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

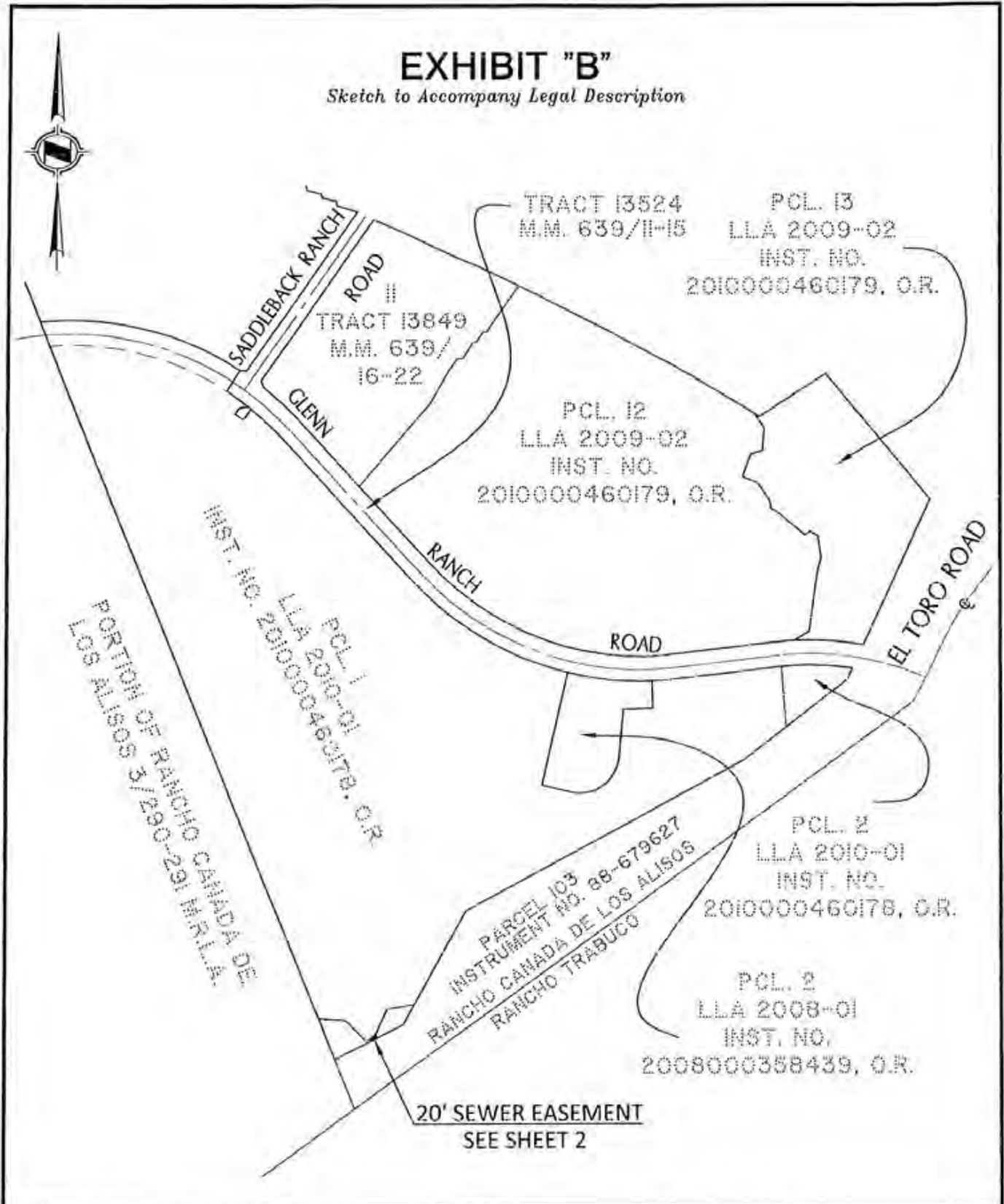

Rory S. Williams, L.S. No. 6654
Date: 3/09/11



March 9, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No. 7669
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description




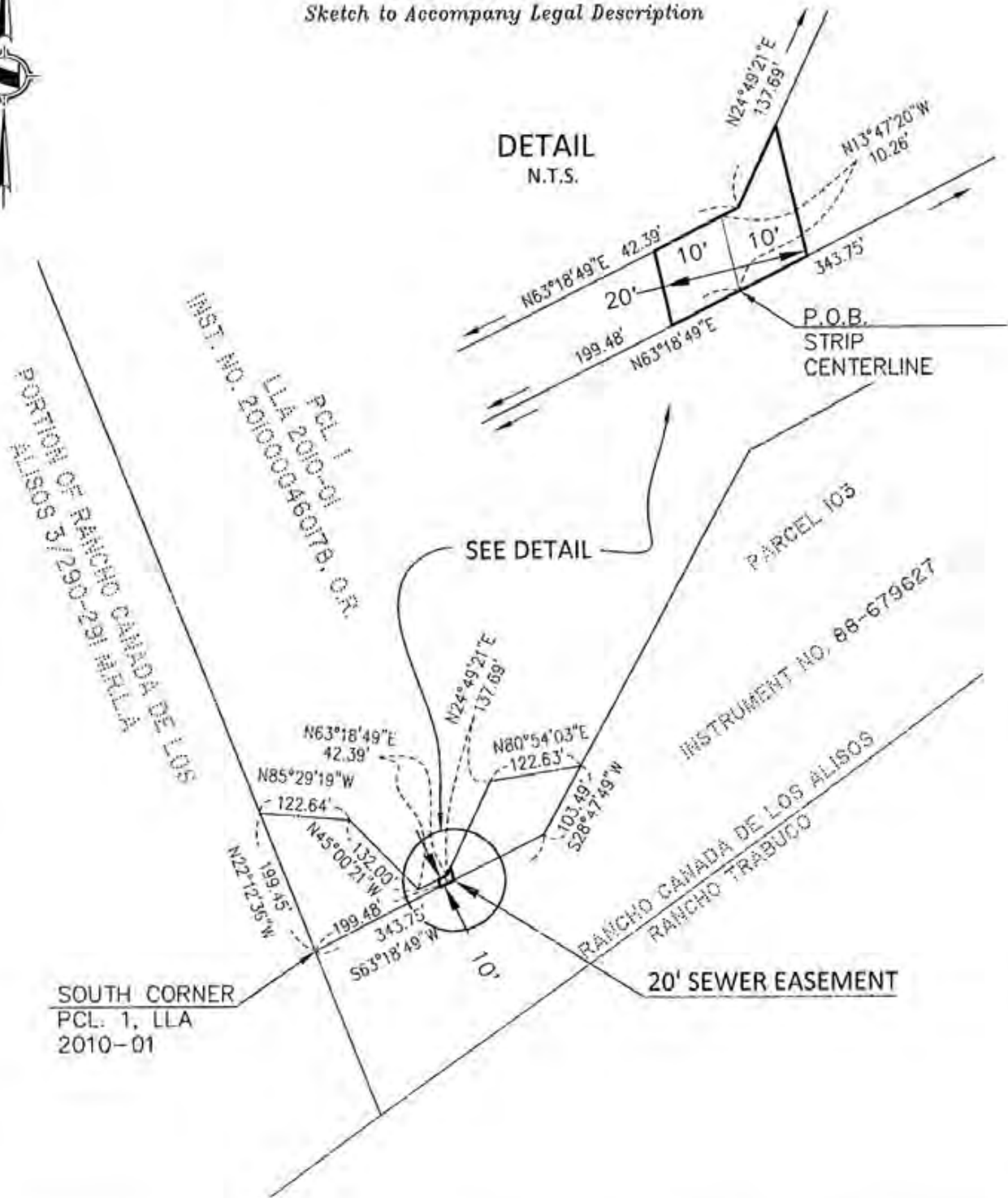
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EASEMENT SANITARY SEWER CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: --	DWG. By: R. WILLIAMS	CHK'd By: R. WHEELER	SCALE: 1"=600'	W.O. 3645-1
FILE: I:\portola hills\LD\7669\SH01.dwg			H&A LEGAL No. 7669		SHEET 1 OF 2

EXHIBIT "B"

Sketch to Accompany Legal Description



DETAIL
N.T.S.



PORTION OF RANCHO CANADA DE LOS ALISOS S 3/290-291 M.R.L.A.

INST. NO. 201000346078, C.R.
PCL 1
LLA 2010-01

SEE DETAIL

PARCEL 103

INSTRUMENT NO. 88-679627

RANCHO CANADA DE LOS ALISOS
RANCHO TRABUCCO

SOUTH CORNER
PCL: 1, LLA
2010-01

20' SEWER EASEMENT

HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759			
DATE: 03-08-11	REV. DATE: --	DWG. By: R. WILLIAMS	CK'd By: R. WHEELER
FILE: I:\portola hills\LD\7669\SHT02.dwg			

EASEMENT SANITARY SEWER CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA		
SCALE: 1"=200'	W.O. 3645-1	
H&A LEGAL No. 7669	SHEET 2 OF 2	

EXHIBIT "D"

FMZ EASEMENT


EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Lake Forest, County of Orange, State of California, being that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, described as follows:

Commencing at the most southerly corner of said Parcel 1; thence along the southwest boundary of said parcel North 22°12'36" West 133.46 feet to the True Point of Beginning; thence continuing North 22°12'36" West 65.99 feet; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 12.09 feet; thence South 67°56'33" West 114.23 feet to the Point of Beginning.

Contains an area of 4,250 square feet, more or less.

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



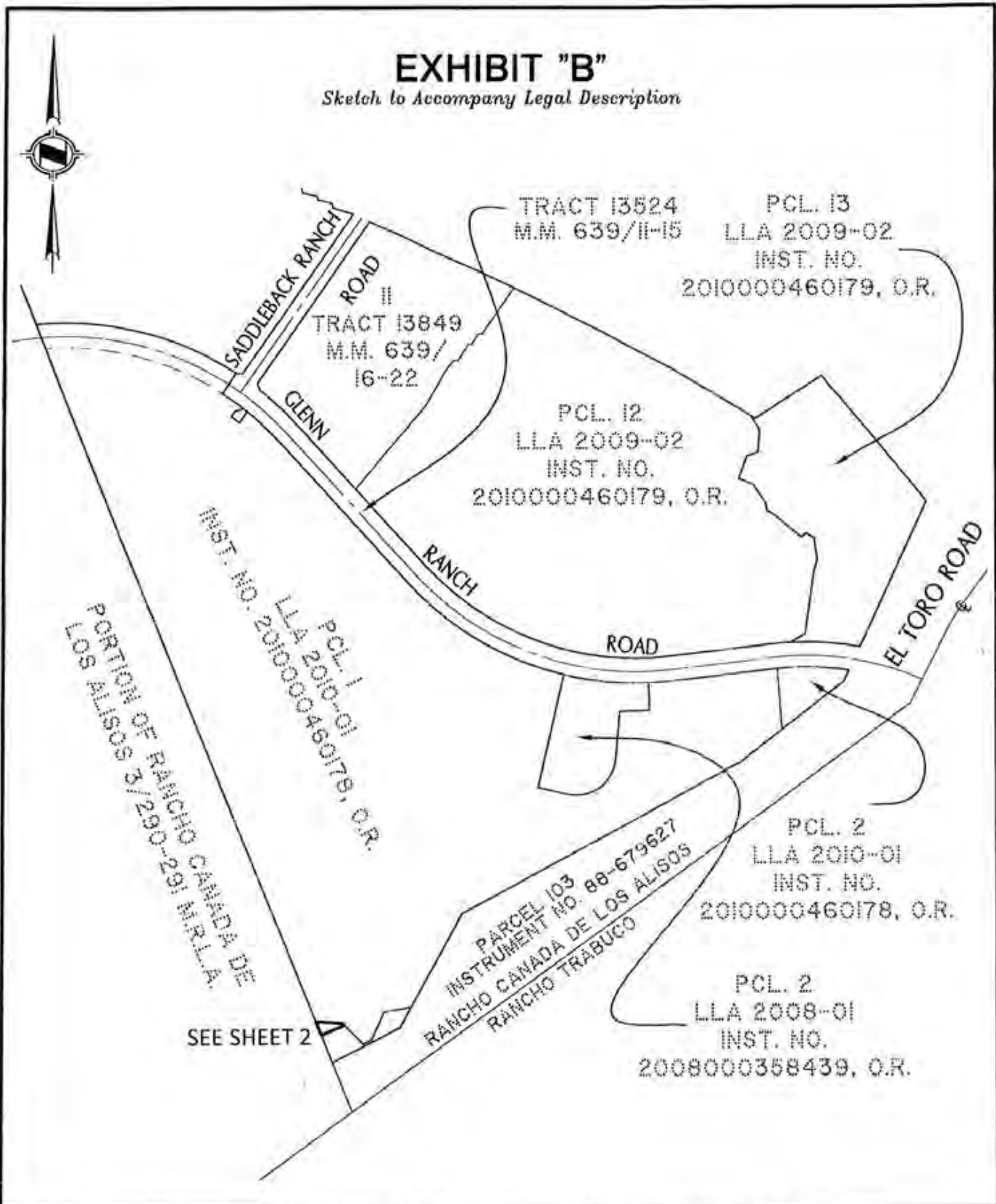
Rory S. Williams, L.S. No. 6654
Date: 3/10/11



March 10, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No. 7671
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description




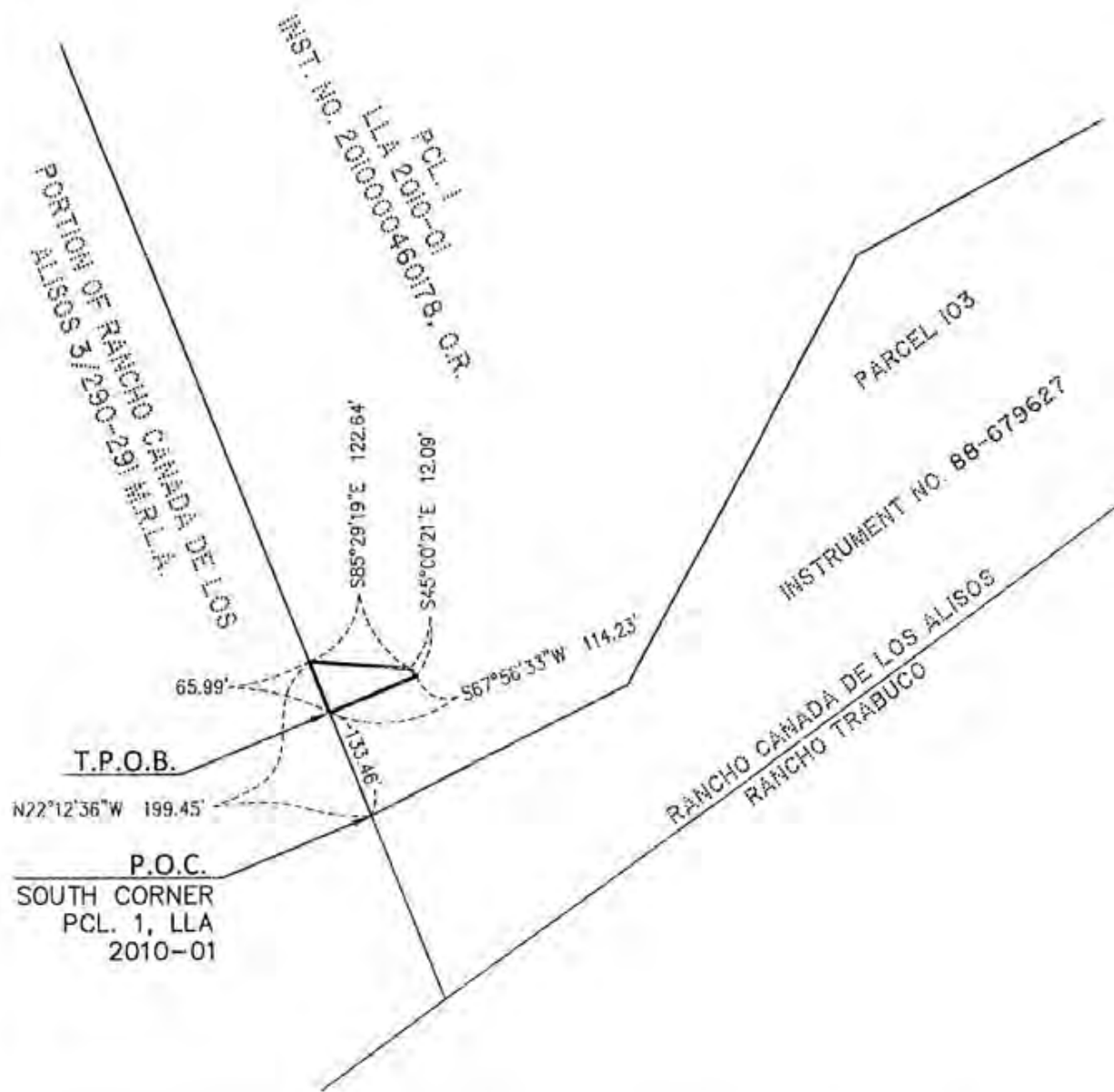
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • Pfx (949) 583-1010 • Fx (949) 583-0739		EASEMENT FUEL MODIFICATION ZONE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-10-11	REV. DATE: --	DWG By: R. WILLIAMS	CHK'd By: R. WHEELER	SCALE: 1"=600'	W.O. 3645-1
FILE: I:\portola hills\LD\7671\SHT01.dwg			H&A LEGAL No. 7671		SHEET 1 OF 2

EXHIBIT "B"

Sketch to Accompany Legal Description



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

EASEMENT
 FUEL MODIFICATION ZONE
 CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 03-10-11	REV. DATE: --	DWG By: R. WILLIAMS	CK'd By: R. WHEELER	SCALE: 1"=200'	W.O. 3645-1
FILE: I:\portola hills\LD\7671\SHT02.dwg				H&A LEGAL No. 7671	SHEET 2 OF 2

Map Check

Record: I:\portola hills\LD\7671\MapCheck\FUEL MOD EASEMENT.cgc
 Date: 03/10/11 09:50:59 AM Date Created: 03/10/11 09:50:38 AM
 By: robertw
 Title: FUEL MOD EASEMENT

Crs	Bearing	Distance	Northing	Easting
Starting Coordinates			2188684.2845	6140131.4040
1.	N 22°12'36" W	65.99	2188745.3783	6140106.4596
2.	S 85°29'19" E	122.64	2188735.7318	6140228.7196
3.	S 45°00'21" E	12.09	2188727.1837	6140237.2694
4.	S 67°56'33" W	114.23	2188684.2861	6140131.4002
Ending Coordinates			2188684.2845	6140131.4040
ERROR OF CLOSURE			Delta N	Delta E
	S 65°51'12" E	0.004	-0.0017	0.0038
One part in 76166				
Perimeter = 314.95 ft; Area = 4250.04 sq ft, 0.098 Acres				

EXHIBIT "E"
CONSTRUCTION SUPPORT AND STAGING

EXHIBIT "A"
LEGAL DESCRIPTION

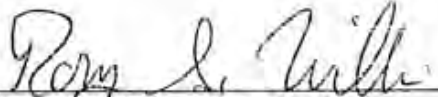
In the City of Lake Forest, County of Orange, State of California, being a 25.00 foot wide strip of land, lying within that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, the northerly line of said strip being described as follows:

Beginning at a point on the southwest boundary of said Parcel 1 North 22°12'36" West 199.45 feet from the most southerly corner thereof; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 132.00 feet to a line parallel with and 10.00 feet northwest of the southeast line of said parcel; thence along said parallel line North 63°18'49" East 42.39 feet; thence North 24°49'21" East 137.69 feet; thence North 80°54'03" East 122.63 feet to the southeast boundary of said parcel.

The southerly sideline of said strip to be prolonged or shortened westerly to terminate in said southwesterly boundary and easterly to terminate in said southeasterly boundary.

Contains an area of 12,423 square feet, more or less.

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

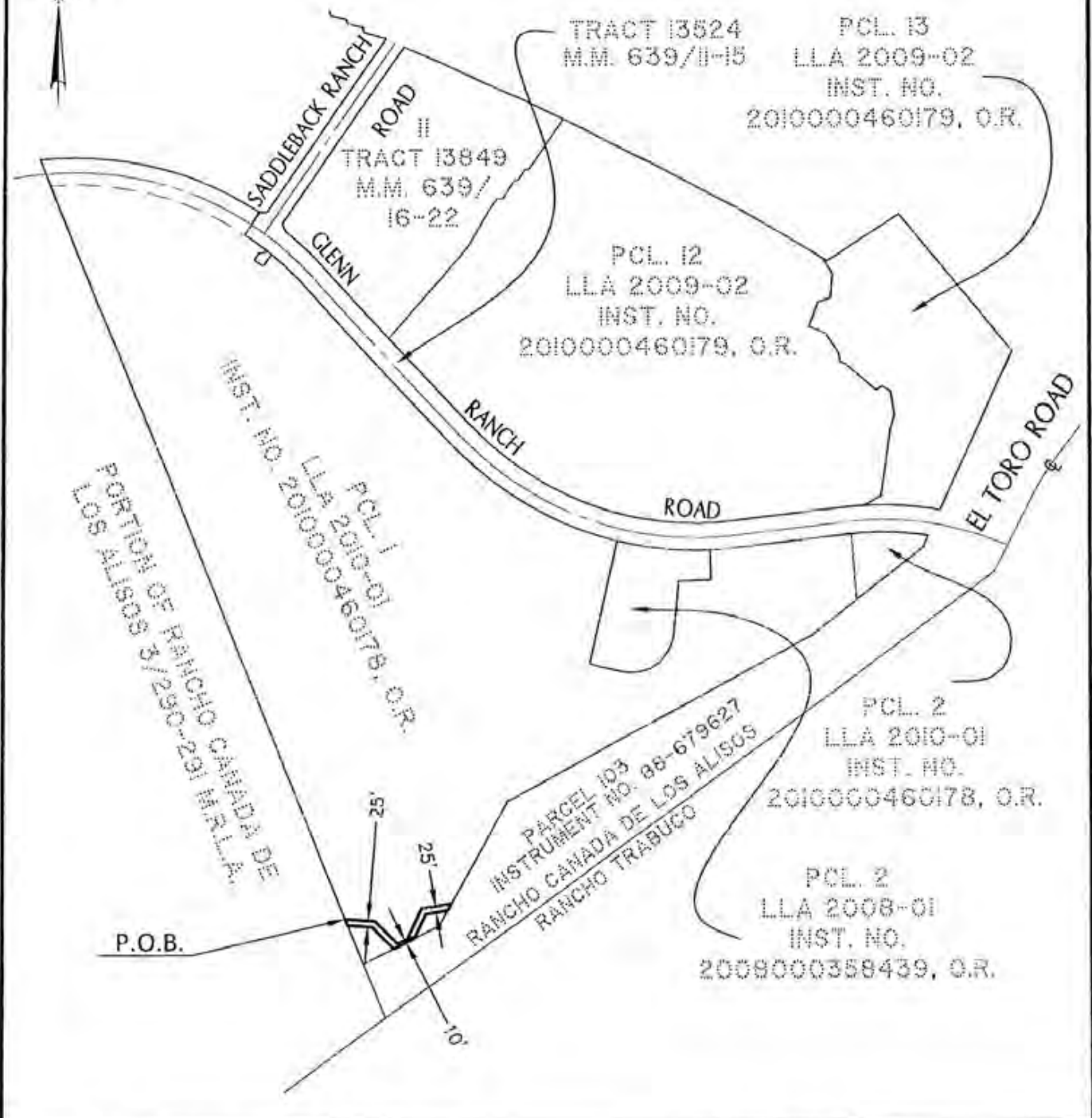

Rory S. Williams, L.S. No. 6654
Date: 3/09/11



March 8, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No. 7668
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description




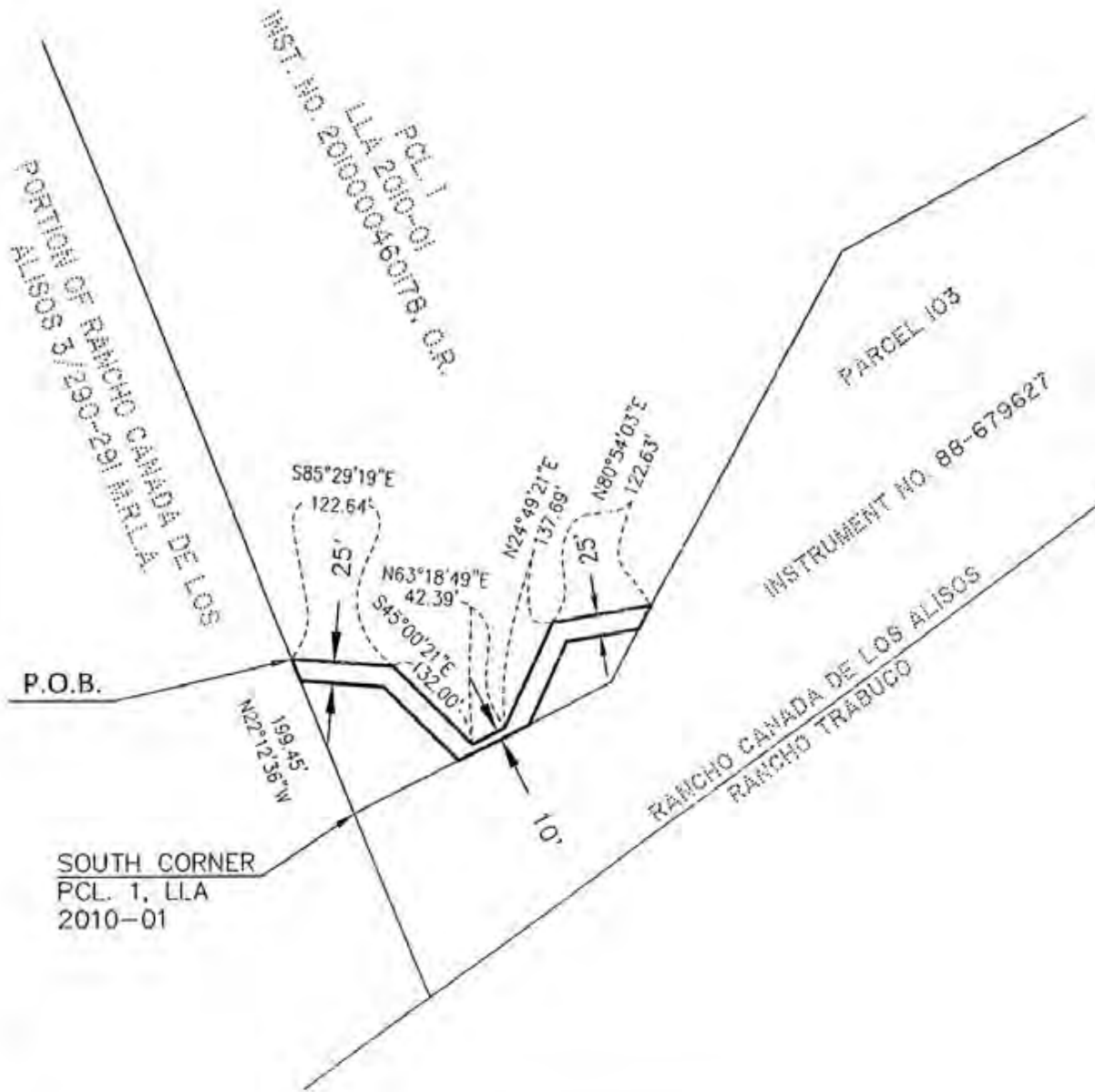
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • P/E (949) 583-7010 • FX: (949) 583-0759		EASEMENT CONSTRUCTION STAGING CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: --	DWG. By: R. WILLIAMS	CHK'd By: R. WHEELER	SCALE: 1"=600'	W.O. 3645-1
FILE: I:\portolc hills\LD\7668\SHD01.dwg			H&A LEGAL No. 7668		SHEET 1 OF 2

EXHIBIT "B"

Sketch to Accompany Legal Description



HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0739		EASEMENT CONSTRUCTION STAGING CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: --	DWG By: R. WILLIAMS	CK'd By: R. WHEELER	SCALE: 1"=200'	W.O. 3645-1
FILE: I:\portola hills\LD\7668\SH02.dwg			H&A LEGAL No. 7668		SHEET 2 OF 2

EXHIBIT J

Assignment of Irrevocable Offer of Dedication for Parcel 1 (PR50S-708)

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

County of Orange
OC Parks
13042 Old Myford Road
Irvine, California 92602
Attention: OC Parks Real Estate

This document is exempt from recording fees
per Government Code Section 27383 and is
exempt from payment of documentary transfer
tax per Revenue and Taxation Code Section 11922.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Assessor's Parcel No.: 606-351-02 (Portion)

Project Location: Incorporated City of Lake Forest
Project Name: Limestone - Whiting Wilderness Park
Facility/Parcel No.: PR50S-708

ASSIGNMENT OF IRREVOCABLE OFFER OF DEDICATION

FOR VALUABLE CONSIDERATION, the **CITY OF LAKE FOREST**, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "**City**") does hereby assign to **COUNTY OF ORANGE**, a political subdivision of the State of California (hereinafter referred to as "**County**"), all of its right, title and interest in that certain Irrevocable Offer of Dedication of Fee Interest Pursuant to Cal. Gov. Code Section 7050 ("**Original Offer**"), by and between City and Sunranch Capital Partners, LLC, a California limited liability company dated _____, 2011 ("**Assignment**"), a copy of which is attached hereto and made a part hereof as Exhibit "A".

County hereby agrees that this Assignment shall be subject to all of the terms and conditions of the Original Offer.

City and County hereby agree to the assignment of the above referenced Original Offer.

//
//

IN WITNESS WHEREOF, the parties have executed this Assignment as of _____, 2011.

COUNTY

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Mark Denny, Director, OC Parks
Pursuant to Orange County Board of Supervisors Minute Order dated April 5, 2011

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

CITY

CITY OF LAKE FOREST, a municipal corporation organized and existing under the laws of the State of California

By: _____
Peter Herzog
Mayor

Date: _____

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

By: _____
City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee simple interests in the real property described within the *Assignment of Irrevocable Offer of Dedication* is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Orange County, California, pursuant to authority conferred by Minute Order dated April 5, 2011 of the said Board of Supervisors, and the COUNTY OF ORANGE consents to recordation thereof by its duly authorized officer.

COUNTY OF ORANGE

Dated: _____

By: _____

Mark Denny, Director, OC Parks
Pursuant to Orange County Board of
Supervisors Minute Order dated April
5, 2011

EXHIBIT A

**IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST PURSUANT
TO CAL GOV CODE SECTION 7050**

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

City of Lake Forest
25550 Commercentre Drive
Lake Forest, California 92630
Attn: City Manager

(Space above reserved for Recorder's use only)

OFFICIAL CITY BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVT. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APN: 606-351-02; County of Orange

**IRREVOCABLE OFFER OF DEDICATION
OF FEE INTEREST PURSUANT TO
CAL GOV CODE SECTION 7050**

SUNRANCH CAPITAL PARTNERS, LLC, a Delaware limited liability company (referred to herein as “Grantor”), hereby makes an Irrevocable Offer of Dedication of Fee Interest (“Irrevocable Offer to Dedicate”), pursuant to California Government Code section 7050, in and to certain real property situated in the State of California, County of Orange, City of Lake Forest for wilderness park purposes, as part of the Limestone-Whiting Wilderness Park, and for inclusion in the NCCP/HCP reserve area, to THE CITY OF LAKE FOREST, a California municipal corporation (referred to herein as “Grantee”) and further described in **Exhibit “A”** attached hereto and by this reference made a part hereof (“Dedicated Property”).

Grantor and Grantee entered into that certain Development Agreement, recorded in the Orange County Clerk-Recorder's Office on August 1, 2008, as document no. 2008000369093 (“Development Agreement”) for development of residential, retail, commercial and park uses on 243 acres (“Project”) on certain property (“Property”) identified in the Development Agreement. The Dedicated Property comprises a portion of the Property.

This Irrevocable Offer to Dedicate is subject to the following covenants, conditions, restrictions, and reservations:

1. **CONDITION OF TITLE**

- A. Grantor hereby covenants and agrees that prior to the vesting of title in Grantee, the Dedicated Property is, and shall remain free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded), and taxes except:

- 1) Any installment of General and Special County and City taxes, if any, allocable to a period subsequent to the time title is vested in or physical possession is taken by the Grantee, whichever first occurs, and all taxes subsequent thereto. Grantor shall remain liable for payment of any real property taxes, and all penalties and interest thereon, allocable to the Dedicated Property prior to the time title is vested in Grantee, pursuant to the provisions of Section 5084 and 5086, California Revenue and Taxation Code, as amended. Grantor shall also be obligated to pay any special assessments or personal property taxes, with any applicable penalties and interest thereon, allocable to the Dedicated Property for the period prior to the time title is vested in Grantee.
- 2) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California added by Chapter 498, statutes of 1983, will be permitted. However, Grantor shall remain liable for the portion of any supplemental tax bill that is allocable to the Dedicated Property prior to the time title is vested in Grantee.
- 3) Any title exception not required to be cleared from the title to the Dedicated Property by Grantee. Written notice from Grantee identifying the title exceptions required to be cleared from title of the Dedicated Property must be delivered to Grantor in writing 15 days prior to vesting of title. Without such written notice, Grantee takes title subject to all title exceptions.
- 4) Any non-monetary exceptions to title that do not interfere with the uses and purposes of the Dedicated Property as set forth in this Irrevocable Offer to Dedicate.
- 5) The easements reserved by Grantor as set forth in Sections 1(C) and 1 (D), below.

- B. Grantor warrants that there are no unrecorded encumbrances (including but not limited to liens, leases, easements or licenses) on all or any portion of the Dedicated Property, and Grantor agrees to hold Grantee harmless, defend and reimburse Grantee for any and all of its losses and expenses, including reasonable attorney fees, occasioned by reason of any such unrecorded encumbrance of the Dedicated Property that arose prior to the time title to the Dedicated Property is vested in Grantee.
- C. Grantor expressly reserves from the Dedicated Property the following perpetual and appurtenant easements burdening the Dedicated Property and benefiting certain other property further described in **Exhibit "B"** ("Benefited Property"), and further encumbered by the Development Agreement:
- a. An easement for ingress and egress storm drain, water and sewer systems as shown on **Exhibit "C"** attached hereto. This easement(s) includes the right, but not the obligation, to construct and install storm drain, water and sewer systems infrastructure, as well as an easement(s) for ingress and egress over the Dedicated Property to maintain, operate and repair such infrastructure. It is intended that the easement(s) pursuant to this subparagraph C (1) are reserved for Grantor in connection with the development of the Project. Therefore, the reservation by Grantor of the easement(s) pursuant to this subparagraph C(1) will be relinquished and terminated without further action by Grantor or Grantee upon Grantor's completion of the Project, unless the easement(s) are used by Grantor for the required infrastructure, in which case the easements may be used for maintenance or repair of the required infrastructure.
 - b. An easement(s) for ingress and egress, underground conduits and other infrastructure and utilities surface or subsurface improvements required by law or any governmental entity to be located in the Dedicated Property and to support development of the Project consistent with the Development Agreement; provided, however that the easement(s) will not exceed 25 feet in width, unless a larger width is mandated by necessity as required by such law or governmental entity. This easement(s) includes the right, but not the obligation, to construct and install the required infrastructure, as well as an easement(s) for ingress and egress over the Dedicated Property to maintain, operate and

repair such infrastructure. It is intended that the easement(s) pursuant to this subparagraph C (2) are reserved for Grantor in connection with the development of the Project. Therefore, the reservation by Grantor of the easement(s) pursuant to this subparagraph C(2) will be relinquished and terminated without further action by Grantor or Grantee upon Grantor's completion of the Project, unless the easement(s) are used by Grantor for the required infrastructure, in which case the easements may be used for maintenance or repair of the required infrastructure.

- c. An easement for fuel modification zone ("FMZ") purposes, the approximate location of which is shown on **Exhibit "D"**, including ingress and egress, construction and maintenance of the FMZ as required by law or by any governmental entity, including Grantee, County of Orange or the Orange County Fire Authority. This easement includes the right, but not the obligation, to construct and install the required FMZ, as well as an easement for ingress and egress over and under the Dedicated Property to maintain such FMZ.
- d. An easement for ingress and egress and to perform habitat restoration to the extent conditions require habitat restoration are imposed during the Project permitting process with local, State and Federal resource agencies, including, but not limited to, habitat restoration described in a Minor Amendment to the Natural Community Conservation Plan and Habitat Conservation Plan ("NCCP/HCP") for the County of Orange Central and Coastal Subregion dated March 2010. This easement includes the right, but not the obligation, to perform habitat restoration, as well as an easement for ingress and egress over the Dedicated Property to maintain and restore such habitat.

The above easements reserved by Grantor under this Irrevocable Offer to Dedicate are expressly intended to run with and burden the Dedicated Property and run with and benefit the Benefited Property and be binding upon successors and assigns of Grantor and Grantee. Grantor acknowledges that the Dedicated Property will be used by the Grantee for wilderness park purposes, as part of the Limestone-Whiting Wilderness Park, and for inclusion in the NCCP/HCP reserve area and any easements granted by this subparagraph 1(C) shall not unreasonably interfere with that use.

- D. Grantor expressly reserves from the Dedicated Property the following perpetual and appurtenant easements, burdening the Dedicated Property

and benefiting the Benefited Property, and further encumbered by the Development Agreement: An approximate 25-foot wide easement, beginning at the junction of the Dedicated Property and certain property located directly adjacent to the Dedicated Property and extending directly over and across to the far side boundary of the Dedicated Property as shown on **Exhibit "E"**. The purpose of the easement is to provide year round access and activities in support of construction activities on the Benefited Property, and, to that end, the easement shall specifically provide for, without limitation, ingress and egress capabilities to and from the Benefited Property as well as grading related to the development of the Project by Grantor and additional storage capacity for construction vehicles, personnel and equipment.

The above easements reserved by Grantor under this Irrevocable Offer to Dedicate are expressly intended to run with and burden the Dedicated Property and run with and benefit the Benefited Property and be binding upon successors and assigns of Grantor and Grantee. Grantor acknowledges that the Dedicated Property will be used by the Grantee for wilderness park purposes, as part of the Limestone-Whiting Wilderness Park, and for inclusion in the NCCP/HCP reserve area and any easements granted by this subparagraph D shall not unreasonably interfere with that use.

2. ACCEPTANCE PROVISIONS

- A. This Irrevocable Offer to Dedicate may be accepted by Grantee by a resolution or a certificate of acceptance or other official action appropriate to the powers and laws governing Grantee whenever, in the judgment of Grantee, the Dedicated Property is desired ("Acceptance Document"). As of the date of the Acceptance Document, fee title to the Dedicated Property shall automatically vest with Grantee, subject to the easements reserved by Grantor as set forth in Sections 1(C) and D and, any encumbrances as further set forth in Section 1(A), above. The Acceptance Document, with this Irrevocable Offer to Dedicate attached as an exhibit, shall be recorded in the Official Records of Orange County, California.
- B. Promptly after acceptance of this Irrevocable Offer to Dedicate Grantee shall mail or deliver a copy of its resolution of Acceptance Document to the then owners at the address shown on the latest secured assessment roll in the county where the property is located.

3. ADDITIONAL TERMS AND CONDITIONS

- A. This Irrevocable Offer to Dedicate is made pursuant to Section 7050 of the Government Code of the State of California. This Irrevocable Offer to Dedicate shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.
- B. Grantor shall be responsible for maintaining the Dedicated Property offered for dedication until the Irrevocable Offer to Dedicate is accepted by Grantee or its designee. Grantor agrees not to use the Dedicated Property for any purpose inconsistent with its designation for wilderness park purposes or the uses described in the easements located in Sections 1(C) and 1(D).
- C. Prior to the time title is vested in Grantee, Grantor, for itself, its heirs, successors and assigns, does hereby release Grantee, its officers, employees and agents, from any and all liability, which arise out of the use of the Dedicated Property by Grantor its heirs, successors and assigns for the purpose stated or implied herein, other than those liabilities accruing to Grantee under Section 3(D) below, or that result from willful misconduct or gross negligence of Grantee.
- D. Prior to the time title is vested in Grantee, Grantee, for itself, its heirs, successors and assigns, does hereby release Grantor, its officers, employees and agents, from any and all liability, which arise out of the use of the Dedicated Property by Grantee its heirs, successors and assigns for the purposes stated or implied herein, other than those liabilities accruing to Grantor under Section 3(C) above, or that result from willful misconduct or gross negligence of Grantor.
- E. Grantee shall have the right to transfer or assign its rights and obligations under this Irrevocable Offer to Dedicate to the County of Orange for the purposes and subject to the reservations set forth herein.
- F. This Irrevocable Offer to Dedicate shall satisfy any dedication of open space/buffer area, that may otherwise be required at the time of a subdivision map or a parcel map recordation for the Project. Accordingly, this acreage shall be applied to any requirement for Grantor to set aside open space area on the Property for the Project.

- G. This Irrevocable Offer to Dedicate provides for the dedication of 0.79 acres of property to be used for open space purposes and placed into the NCCP/HCP reserve area, and dedicated at or prior to the time of recordation of a subdivision map or a parcel map for the Project.

- H. It is the intention of Grantor that the Dedicated Property will also be used for Mitigation Fee Credits pursuant to the Minor Amendment to the Natural Community Conservation Plan & Habitat Conservation Plan for the County of Orange Central & Coastal Subregion approved by the Board of Directors of the Nature Reserve of Orange County on March 18, 2010.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date hereinafter written.

DATED: _____

GRANTOR:

SUNRANCH CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

**STATE OF CALIFORNIA
COUNTY OF ORANGE**

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

**STATE OF CALIFORNIA
COUNTY OF ORANGE**

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF BENEFITED PROPERTY

EXHIBIT "C"

STORM DRAIN AND SEWER EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Lake Forest, County of Orange, State of California, being a 20.00 foot wide strip of land, lying within that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, described as follows:

Beginning at the most southerly corner of said Parcel 1; thence along the southwest boundary of said parcel North 22°12'36" West 199.45 feet; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 132.00 feet to a line parallel with and 10.00 feet northwest of the southeast line of said parcel; thence along said parallel line North 63°18'49" East 42.39 feet; thence North 24°49'21" East 137.69 feet; thence North 80°54'03" East 122.63 feet to the southeast boundary of said parcel; thence along said boundary South 28°47'49" West 103.49 feet and South 63°18'49" West 343.75 feet to the Point of Beginning of said portion of Parcel 1.

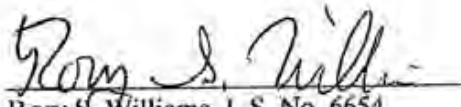
The centerline of said strip described as follows:

Beginning at a point on said southeasterly boundary, North 63°18'49" East 178.97 feet from said southerly corner; thence North 13°47'20" West 10.26 feet to said parallel line.

The sidelines of said strip to be prolonged or shortened southerly to terminate in said southeasterly boundary, and northerly in the course described hereinabove as "North 63°18'49" East 42.39 feet."

Contains an area of 205 square feet, more or less.

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

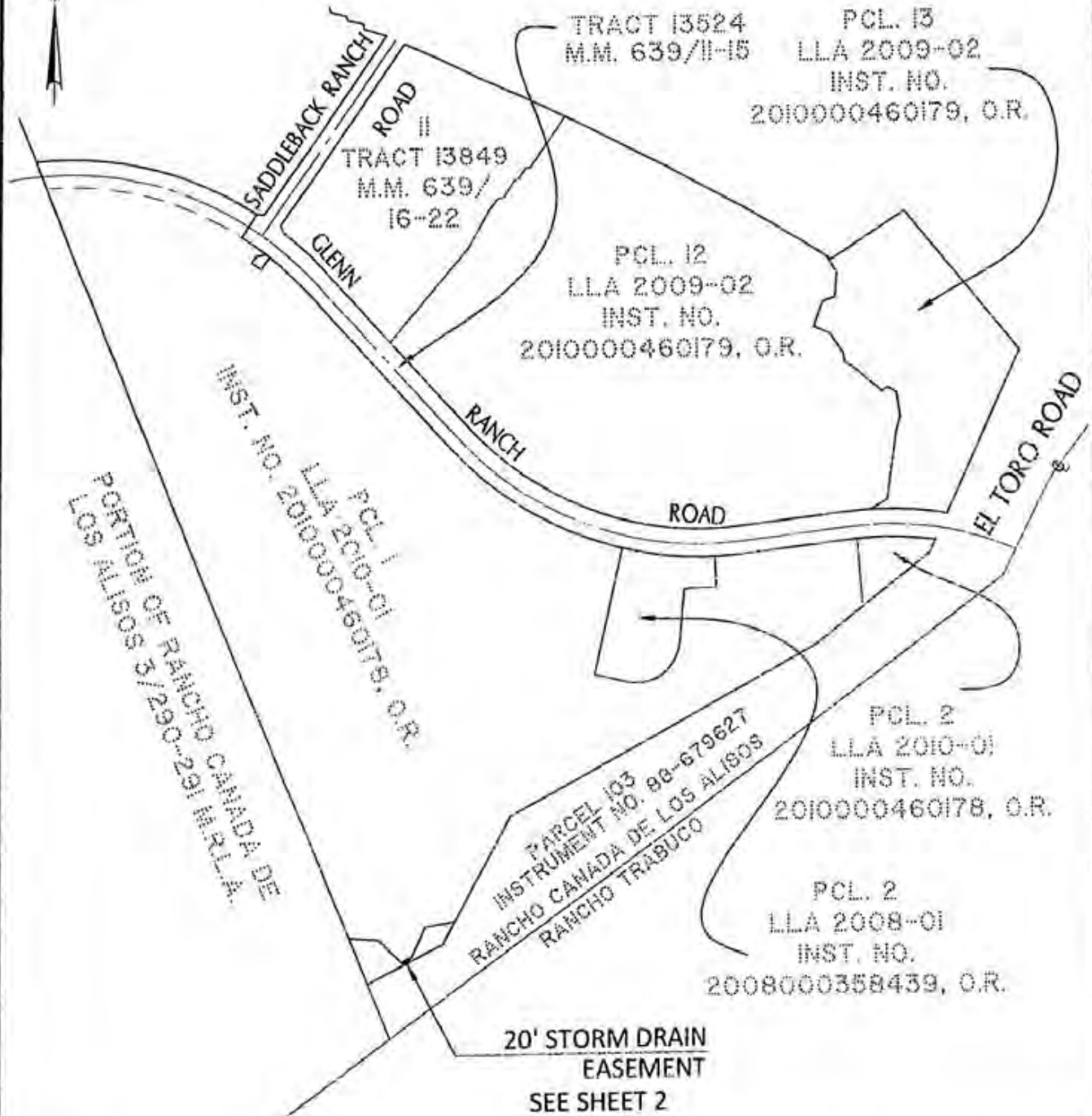

Rory S. Williams, L.S. No. 6654
Date: 3/09/11



March 9, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No. 7670
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description



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

EASEMENT

STORM DRAIN

CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA

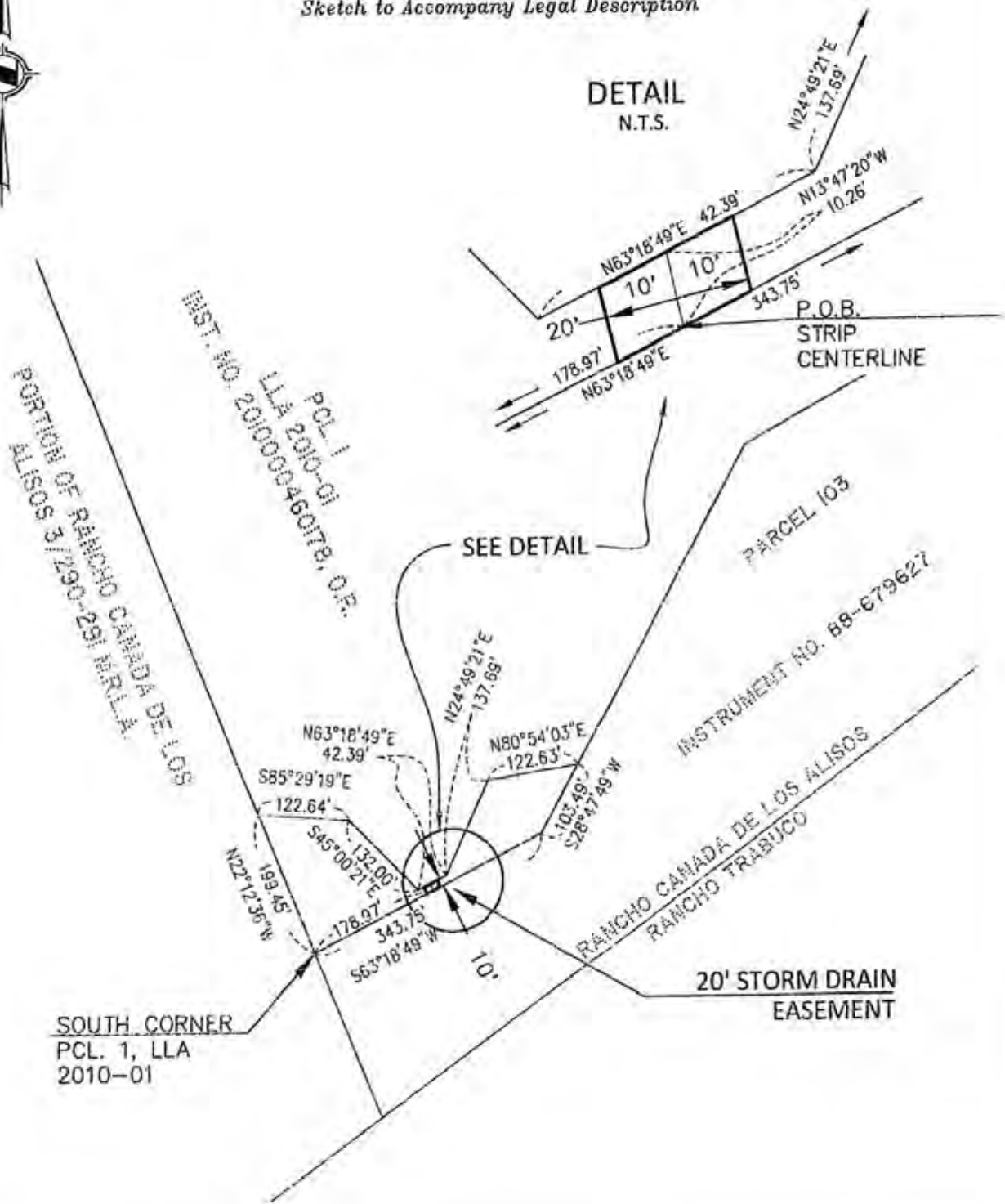
DATE: 03-08-11	REV. DATE: --	.DWG By: R. WILLIAMS	CR'D By: R. WHEELER	SCALE: 1"=600'	W.O. 3645-1
FILE: I:\portola hills\LD\7670\SHT01.dwg				H&A LEGAL No. 7670	SHEET 1 OF 2

EXHIBIT "B"

Sketch to Accompany Legal Description



DETAIL
N.T.S.



PORTION OF RANCHO CANADA DE LOS ALISOS S 1/2 290-291 M.R.L.A.

INST. NO. 2010000460178, O.R.

PCL 1
LLA 2010-01

SOUTH CORNER
PCL. 1, LLA
2010-01

PARCEL 103
INSTRUMENT NO. 88-679627

RANCHO CANADA DE LOS ALISOS
RANCHO TRABUCCO

20' STORM DRAIN
EASEMENT



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING • ENGINEERING • SURVEYING
Three Hughes • Irvine, CA 92618 • P/E (949) 583-1010 • F/X (949) 583-0759

EASEMENT STORM DRAIN

CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 03-08-11 REV. DATE: --
DWD By: R. WILLIAMS

CK'd By: R. WHEELER

SCALE: 1"=200'

W.O. 3645-1

FILE: I:\portola hills\LD\7670\SHT02.dwg

H&A LEGAL No. 7670

SHEET 2 OF 2

**EXHIBIT "A"
LEGAL DESCRIPTION**

In the City of Lake Forest, County of Orange, State of California, being a 20.00 foot wide strip of land, lying within that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, described as follows:

Beginning at the most southerly corner of said Parcel 1; thence along the southwest boundary of said parcel North 22°12'36" West 199.45 feet; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 132.00 feet to a line parallel with and 10.00 feet northwest of the southeast line of said parcel; thence along said parallel line North 63°18'49" East 42.39 feet; thence North 24°49'21" East 137.69 feet; thence North 80°54'03" East 122.63 feet to the southeast boundary of said parcel; thence along said boundary South 28°47'49" West 103.49 feet and South 63°18'49" West 343.75 feet to the Point of Beginning of said portion of Parcel 1.

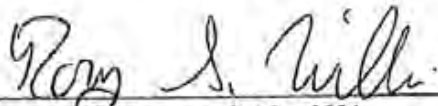
The centerline of said strip described as follows:

Beginning at a point on said southeasterly boundary, North 63°18'49" East 199.48 feet from said southerly corner; thence North 13°47'20" West 10.26 feet to said parallel line.

The sidelines of said strip to be prolonged or shortened southerly to terminate in said southeasterly boundary, and northerly in the courses described hereinabove as "North 63°18'49" East 42.39 feet" and "North 24°49'21" East 137.69 feet."

Contains an area of 234 square feet, more or less.

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


 Rory S. Williams, L.S. No. 6654
 Date: 3/09/11



March 9, 2011
 WO No. 3645-1
 Page 1 of 1
 H&A Legal No. 7669
 By: R. Williams
 Checked By: R. Wheeler

EXHIBIT "B"

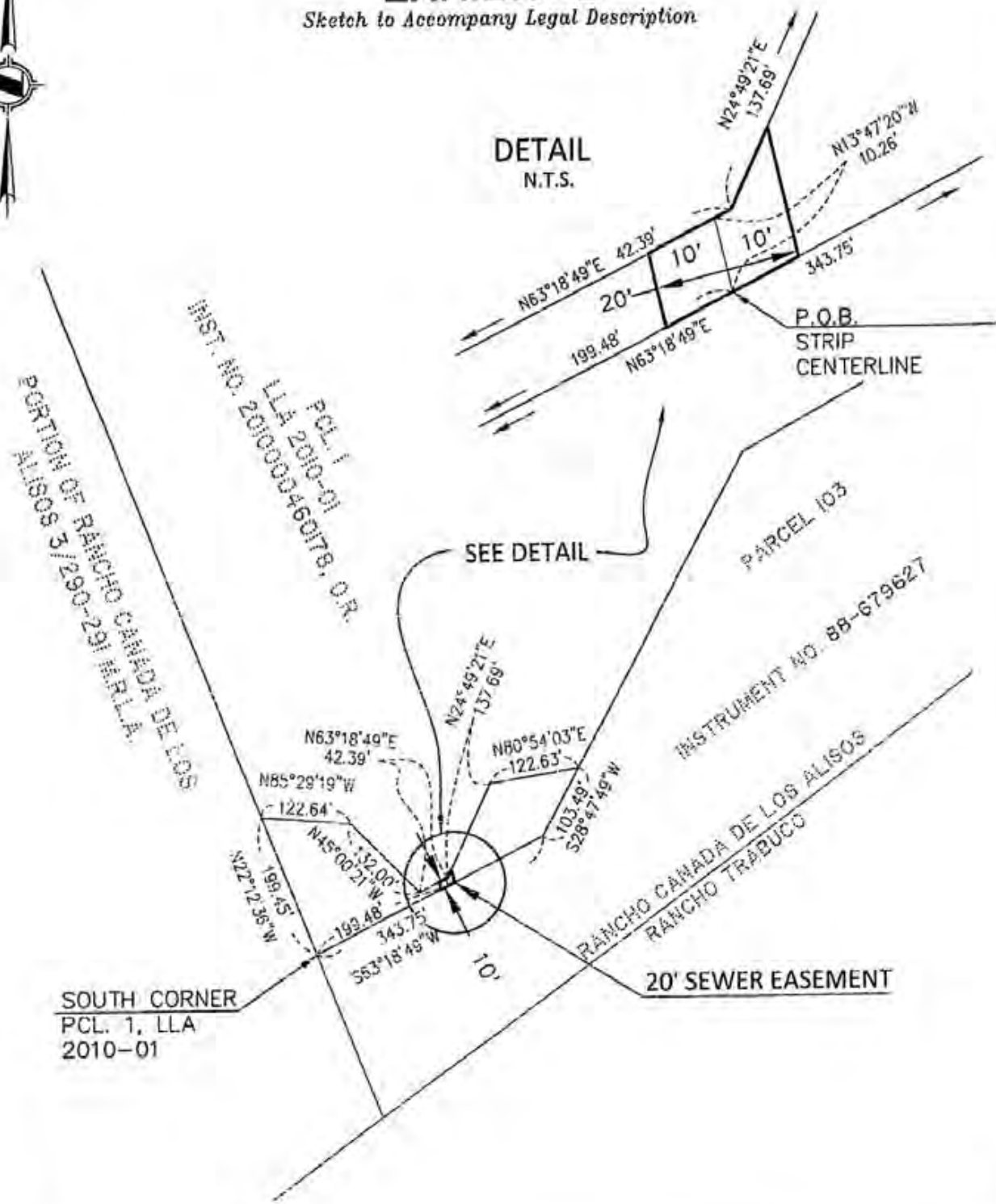
Sketch to Accompany Legal Description



HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759			EASEMENT SANITARY SEWER CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: --	DWG. BY: R. WILLIAMS	CHK'D BY: R. WHEELER	SCALE: 1"=600'	W.O. 3645-1	
FILE: I:\portola hills\LD\7669\SHT01.dwg			H&A LEGAL No. 7669		SHEET 1 OF 2	

EXHIBIT "B"

Sketch to Accompany Legal Description



DETAIL
N.T.S.

PORTION OF RANCHO CANADA DE LOS ALISOS 3/290-291 M.R.L.A.
INST. NO. 2010000460178, O.R.
PCL. 1
LLA 2010-01

PARCEL 103

INSTRUMENT NO. 88-679827

RANCHO CANADA DE LOS ALISOS
RANCHO TRABUCCO
20' SEWER EASEMENT

SOUTH CORNER
PCL. 1, LLA
2010-01

HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759			EASEMENT SANITARY SEWER CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: ---	DWG. By: R. WILLIAMS	CK'd By: R. WHEELER	SCALE: 1"=200'	W.O. 3645-1	
FILE: I:\portola hills\LD\7669\SHT02.dwg			H&A LEGAL No. 7669		SHEET 2 OF 2	

EXHIBIT "D"
FMZ EASEMENT

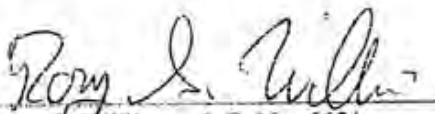
EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Lake Forest, County of Orange, State of California, being that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, described as follows:

Commencing at the most southerly corner of said Parcel 1; thence along the southwest boundary of said parcel North 22°12'36" West 133.46 feet to the True Point of Beginning; thence continuing North 22°12'36" West 65.99 feet; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 12.09 feet; thence South 67°56'33" West 114.23 feet to the Point of Beginning.

Contains an area of 4,250 square feet, more or less.

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

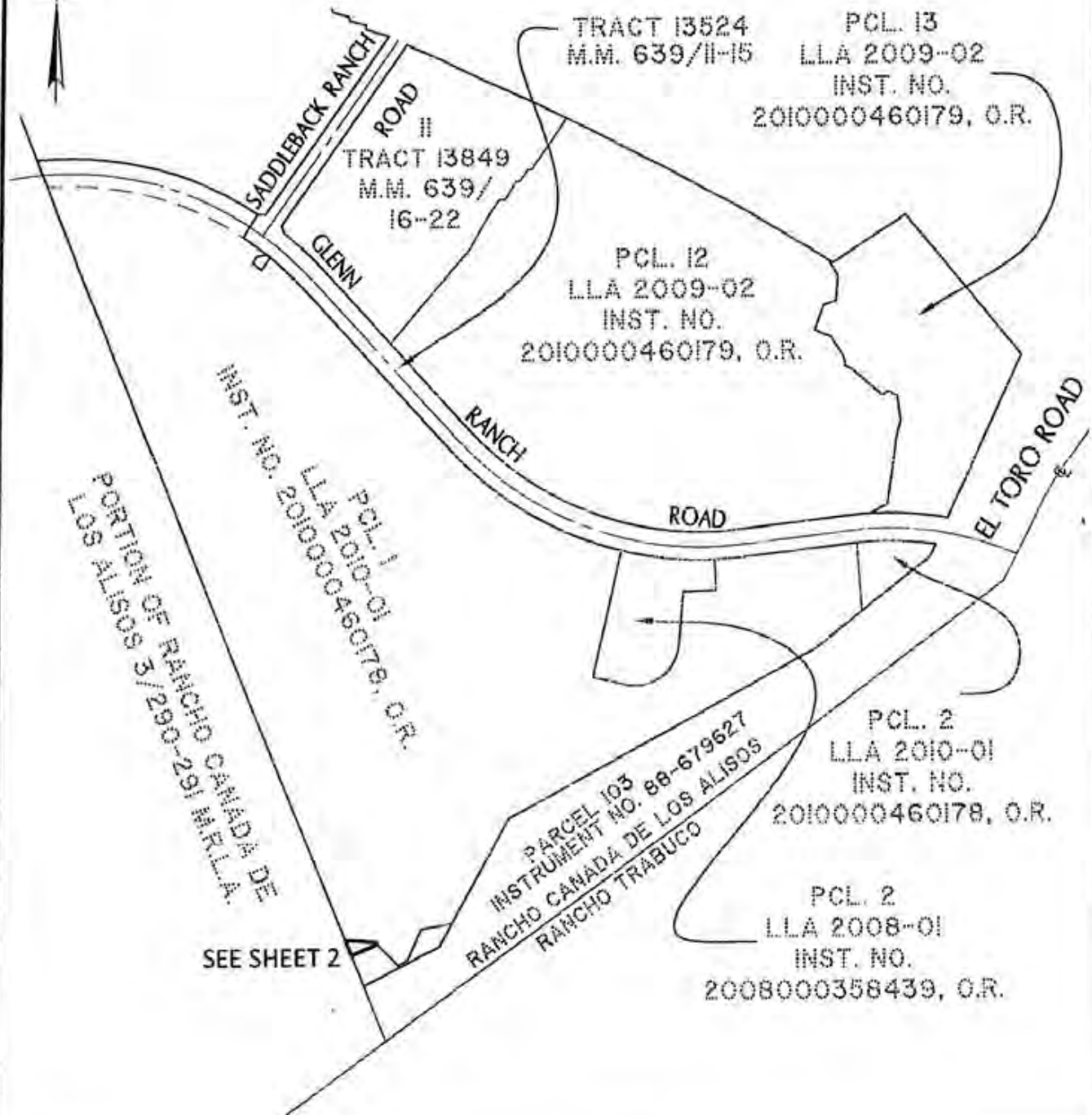

Rory S. Williams, L.S. No. 6654
Date: 3/10/11



March 10, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No. 7671
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description



TRACT 13524
M.M. 639/II-15

PCL. 13
LLA 2009-02
INST. NO.
2010000460179, O.R.

TRACT 13849
M.M. 639/
16-22

PCL. 12
LLA 2009-02
INST. NO.
2010000460179, O.R.


PORTION OF RANCHO CANADA DE
LOS ALISOS 3/290-29/ M.R.L.A.
INST. NO. 2010000460179, O.R.
PCL. 1
LLA 2010-01

PARCEL 103
INSTRUMENT NO. 88-679627
RANCHO CANADA DE LOS ALISOS
RANCHO TRABUCO

PCL. 2
LLA 2010-01
INST. NO.
2010000460178, O.R.

PCL. 2
LLA 2008-01
INST. NO.
2008000358439, O.R.

SEE SHEET 2

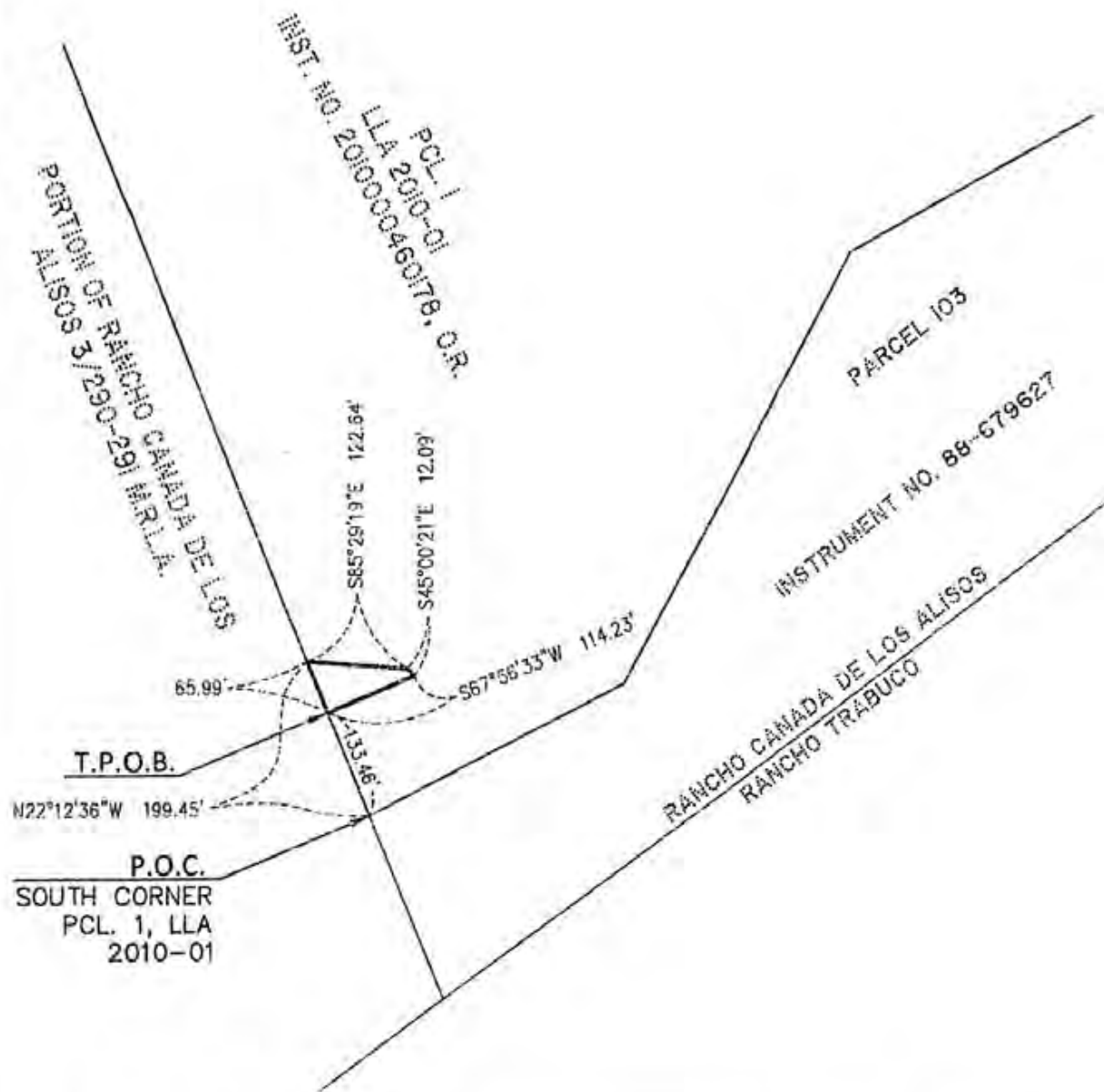
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-7010 • FX: (949) 583-0759			
DATE: 03-10-11	REV. DATE: --	DWG. BY: R. WILLIAMS	CHK'D BY: R. WHEELER
FILE: I:\portola hills\LD\7671\SHT01.dwg			


EASEMENT
FUEL MODIFICATION ZONE
 CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA

SCALE: 1"=600'	W.O. 3645-1
H&A LEGAL No. 7671	SHEET 1 OF 2

EXHIBIT "B"

Sketch to Accompany Legal Description



 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • PH (949) 583-1010 • FX (949) 583-0759		EASEMENT FUEL MODIFICATION ZONE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-10-11	REV. DATE: --	DWG. BY: R. WILLIAMS	CHK'd BY: R. WHEELER	SCALE: 1"=200'	W.O. 3645-1
FILE: I:\portola hills\LD\7671\SHT02.dwg			H&A LEGAL No. 7671		SHEET 2 OF 2

Map Check

Record: I:\portola hills\LD\7671\MapCheck\FUEL MOD EASEMENT.cgc
 Date: 03/10/11 09:50:59 AM Date Created: 03/10/11 09:50:38 AM
 By: robertw
 Title: FUEL MOD EASEMENT

Crs	Bearing	Distance	Northing	Easting
Starting Coordinates			2188684.2845	6140131.4040
1.	N 22°12'36" W	65.99	2188745.3783	6140106.4596
2.	S 85°29'19" E	122.64	2188735.7318	6140228.7196
3.	S 45°00'21" E	12.09	2188727.1837	6140237.2694
4.	S 67°56'33" W	114.23	2188684.2861	6140131.4002
Ending Coordinates			2188684.2845	6140131.4040
ERROR OF CLOSURE			Delta N	Delta E
	S 65°51'12" E	0.004	-0.0017	0.0038
One part in 76166				
Perimeter = 314.95 ft;			Area = 4250.04 sq ft,	0.098 Acres

EXHIBIT "E"

CONSTRUCTION SUPPORT AND STAGING

EXHIBIT "A"
LEGAL DESCRIPTION

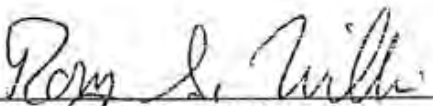
In the City of Lake Forest, County of Orange, State of California, being a 25.00 foot wide strip of land, lying within that portion of Parcel 1 of Lot Line Adjustment No. LLA 2010-01, recorded September 16, 2010, as Instrument No. 2010000460178, of Official Records, in the office of the County Recorder of said county, the northerly line of said strip being described as follows:

Beginning at a point on the southwest boundary of said Parcel 1 North 22°12'36" West 199.45 feet from the most southerly corner thereof; thence South 85°29'19" East 122.64 feet; thence South 45°00'21" East 132.00 feet to a line parallel with and 10.00 feet northwest of the southeast line of said parcel; thence along said parallel line North 63°18'49" East 42.39 feet; thence North 24°49'21" East 137.69 feet; thence North 80°54'03" East 122.63 feet to the southeast boundary of said parcel.

The southerly sideline of said strip to be prolonged or shortened westerly to terminate in said southwesterly boundary and easterly to terminate in said southeasterly boundary.

Contains an area of 12,423 square feet, more or less.

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

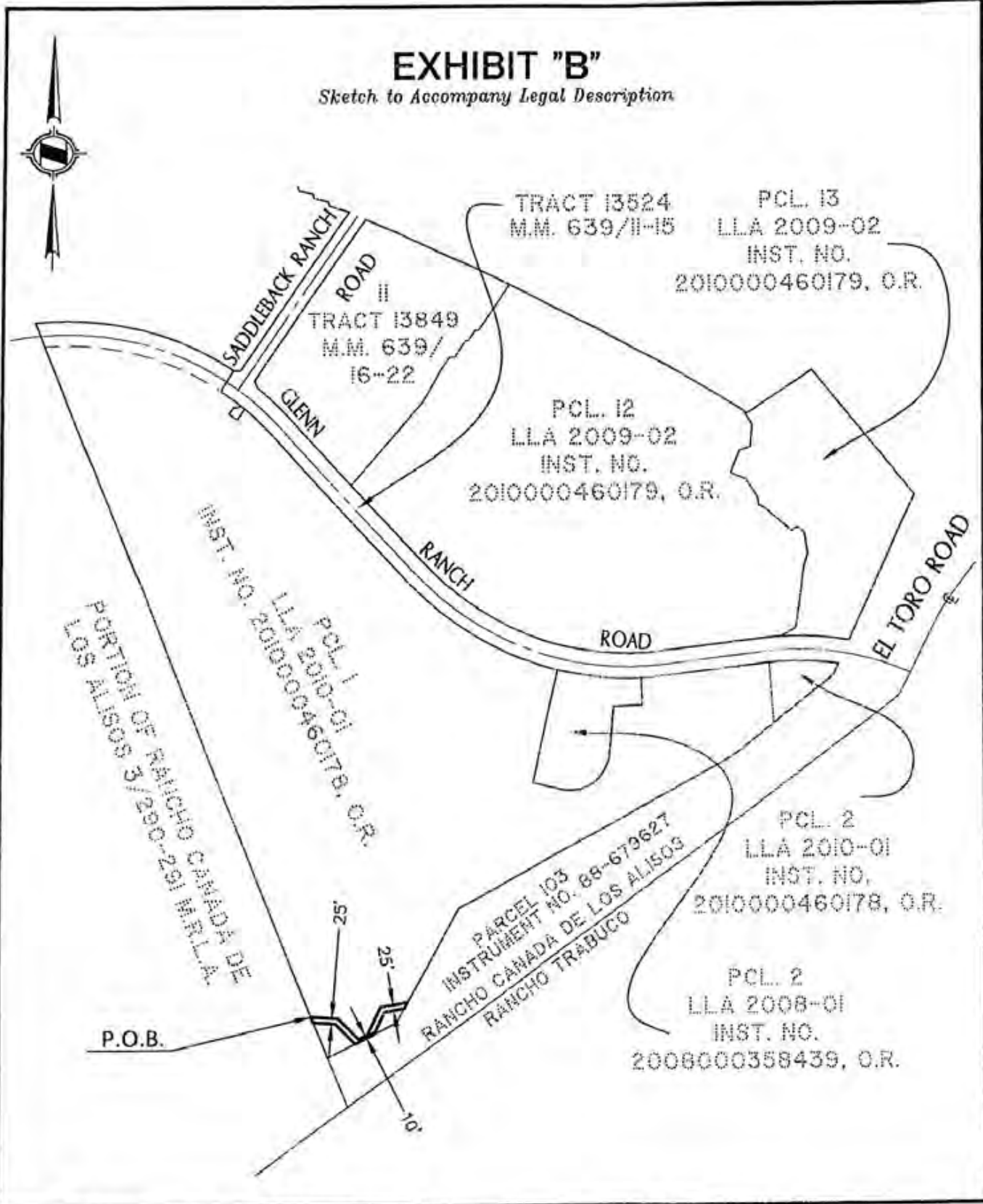

Rory S. Williams, L.S. No. 6654
Date: 3/09/11



March 8, 2011
WO No. 3645-1
Page 1 of 1
H&A Legal No, 7668
By: R. Williams
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description




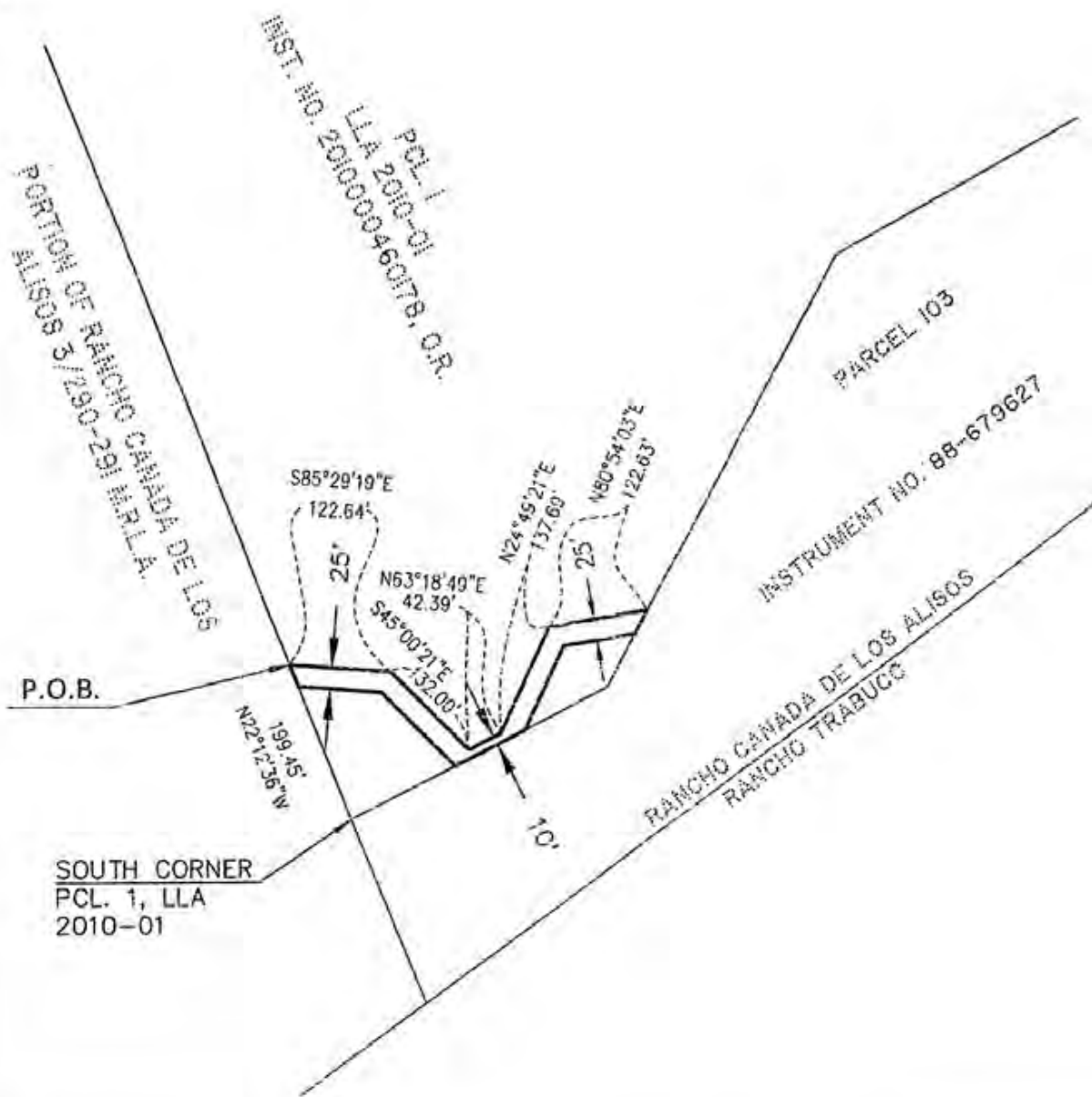
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING <small>Three Hughes • Irvine, CA 92618 • Pkt (949) 583-1010 • Fx: (949) 583-0759</small>			EASEMENT CONSTRUCTION STAGING CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: --	DWG. BY: R. WILLIAMS	CK'D BY: R. WHEELER	SCALE: 1"=600'	W.O. 3645-1	
FILE: I:\portola hills\LD\7668\SHT01.dwg			H&A LEGAL No. 7668		SHEET 1 OF 2	

EXHIBIT "B"

Sketch to Accompany Legal Description




 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING • ENGINEERING • SURVEYING Three Hughes • Irvine, CA 92618 • P/E (949) 583-1010 • F/X: (949) 583-0759		EASEMENT CONSTRUCTION STAGING CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 03-08-11	REV. DATE: ---	DWG. BY: R. WILLIAMS	CHK'D BY: R. WHEELER	SCALE: 1"=200'	W.O. 3645-1
FILE: I:\portola hills\LD\7668\SHT02.dwg			H&A LEGAL No. 7668		SHEET 2 OF 2

EXHIBIT K

Resolution for Parcel 2 (PR50S-704)

**RESOLUTION OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA
April 5, 2011**

WHEREAS, as a condition to the approval of subdivision Tract Map No. 13982, in what is now the Portola Hills community of City of Lake Forest, the developer Baldwin Building Contractors (Offeror) was required to irrevocably offer dedication for Lot B in fee simple for the expansion of the Limestone Canyon and Whiting Ranch Wilderness Park (Offer) to County of Orange (County);

WHEREAS, said Offer recorded in the Office of the Orange County Recorder (Recorder's Office) on June 20, 1994 as Instrument No. 1994-0408154 of Miscellaneous Maps; and

WHEREAS, the Director of OC Parks recommends the Board accept fee property interest in Lot B (1.440 acres of land), which is identified on County records as Parcel PR50S-704, at this time.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is Categorical Exempt per CEQA Guidelines Section 15316 – Class 16 (Transfer of Ownership of Land in Order to Create Parks).
2. Accept fee ownership of Parcel PR50S-704, as described in Exhibit A and shown on Exhibit B attached hereto and by reference made a part hereof.
3. BE IT FURTHER RESOLVED that this Board hereby directs the Clerk of the Board to return a certified copy of this Resolution attested by the Clerk under seal to be recorded without acknowledgement, certificate of acknowledgement, or further proof, to OC Parks for recording in the Recorder's Office.

Resolution No. _____, Item No. _____

Acceptance of Irrevocable Offer of Dedication for Parcel PR50S-704

EXHIBIT A

Legal Description of Parcel PR50S-704

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

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Lot B, in the County of Orange, State of California, as shown on the map of Tract No. 13982, as filed in Book 710, Pages 20 through 23, inclusive, of Miscellaneous Maps, in the Office of the County Records of said County.

Containing 1.440 acres.

This legal description was prepared by me or under my direction.

Jeremy L. Evans

3-9-2011

Jeremy L. Evans, PLS 5282

Date



EXHIBIT B

Depiction of Parcel PR50S-704