

Exhibit A

RECORDED AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

County of Orange
OC Public Works
Right of Way Engineering
300 North Flower, 6th Floor
Santa Ana, California 92703
Attn: 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: _____

[Space Above This Line Is For Recorder's Use Only]

Location:	Unincorporated Area of Orange County
Facility/Parcel No.:	_____
Project Name:	"F" Street

GRANT DEED TO COUNTY OF ORANGE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, [***IDENTIFY RELEVANT RMV PART(Y/IES)***] (collectively "**Grantor**"), hereby grants to the COUNTY OF ORANGE, a political subdivision of the State of California ("**Grantee**"), the real property ("**Property**") in the County of Orange, State of California, more particularly described on Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by this reference.

This grant is subject to the exceptions, reservations and covenants identified and described in Exhibit C, which exhibit is attached hereto and incorporated herein by this reference.

Nothing in this Grant Deed is intended nor shall anything in this Grant Deed be construed to transfer to Grantee or its successors or assigns or to relieve Grantor or its successors or assigns or predecessors in title of any responsibility or liability Grantor or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law). Furthermore, Grantee may exercise its right under law to bring action, if necessary, to recover cleanup costs and penalties paid, if any, from Grantor or any others who are ultimately determined by a court of competent jurisdiction and/or a federal, state or local regulatory or administrative

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governmental agency or body having jurisdiction, to have responsibility for said hazardous or toxic substances or materials upon, within, or under the real property interests transferred pursuant to this Grant Deed. Notwithstanding the foregoing, Grantee shall be and remain liable for any hazardous or toxic substances or materials which become located, because of Grantee's operations, upon, within, or under the real property interests transferred pursuant to this Grant Deed.

This Grant Deed includes the following, which are attached hereto and made a part hereof:

EXHIBITS

- A. Legal Description of Property
- B. Depiction of Property
- C. Reservations, Covenants and Agreements
- D. Crossing Areas/Future Cross-Streets Areas
- E. Benefited Property

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the day and year hereafter written.

Dated: _____

“Grantor”

[*Identify Relevant Grantor Entit(y/ies)*],
a _____ limited liability company

By: Rancho Mission Viejo, LLC,
a Delaware limited liability company

Its: Authorized agent and manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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[illegible]

On _____, 20__ before me, _____,
Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to 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.

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of Orange County, California, and the COUNTY OF ORANGE consents to recordation thereof by its duly authorized officer.

COUNTY OF ORANGE

Dated: _____

By: _____
Director, OC Public Works
Orange County, CA

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

By: _____ Date: _____

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EXHIBIT A

Legal Description of the Property

****NOTE:** *This page is a placeholder. At such time as (i) the TCA option has terminated and (ii) the County elects to accept all (or a portion of) the “F” Street right-of-way, a legal description for the relevant portion(s) of the right of way shall be prepared and presented to the County for review and approval. Following the County’s approval of the legal description (and prior to recordation of any Grant Deed to County of Orange), this page shall be replaced with a copy of the final legal description.***

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EXHIBIT B

Depiction of the Property

****NOTE:** *This page is a placeholder. At such time as (i) the TCA option has terminated and (ii) the County elects to accept all (or a portion of) the "F" Street right-of-way, a legal description for -- and depiction of -- the relevant portion(s) of the right of way shall be prepared and presented to the County for review and approval. Following the County's approval of both the legal description and the depiction (and prior to recordation of any Grant Deed to County of Orange), this page shall be replaced with a copy of the depiction of the legally described area(s).***

GRANT DEED TO COUNTY OF ORANGE

EXHIBIT C

Reservations, Covenants and Agreements

1. **RESERVATIONS FROM GRANT.** Grantor expressly reserves from the grant of the Property (and reserves the right to assign or otherwise convey, grant, lease or license to any individuals and/or entities) the following:

a. **Utility Easements.** The right to install, inspect, service, maintain, repair, reconstruct or replace and operate transverse utilities, including but not limited to any public and/or private telephone, communication, cable television, fiber optic, water, irrigation, gas and sanitary sewer lines, culverts and other drainage facilities, and any other utilities, conduits or improvements related thereto at the locations shown on Exhibit D attached hereto (collectively, **“Utilities”**).

i. **Conditions Relative to Utilities.** The right of Grantor to install any Utilities at Grantor’s sole cost and expense, on, over, under, across and within the Property after the recordation of this Grant Deed shall be conditioned upon Grantor’s compliance with the provisions of Article 4 below.

ii. **Indemnification by Grantor.** Grantor agrees to indemnify, defend (with counsel approved by Grantee) and hold harmless Grantee, its successors and assigns from any and all penalties, liabilities or losses resulting from claims or court actions arising directly or indirectly out of any injury to persons or damage to property by reason of the acts or omissions, intentional or otherwise, of Grantor, its employees, representatives, agents and/or invitees in exercising the Utility Easements upon/within the Property, unless such damage is caused by the gross negligence or willful misconduct of Grantee, its employees, representatives, agents and/or invitees.

b. **Water Rights.** Grantor’s Class A membership interest in the Rancho Mission Viejo Mutual Water Company (the **“MWC”**), together with all associated rights and obligations which are appurtenant to the Property, pursuant to those certain Articles of Incorporation of Rancho Mission Viejo Mutual Water Company (the **“MWC Articles”**) filed with the California Secretary of State on April 12, 2012, and recorded as Instrument No. 2012000230674 in the Official Records of Orange County on April 23, 2012. Said Class A membership rights, interests and obligations (collectively, the **“MWC Class A Member Interest”**) are more particularly set forth in and are governed by the bylaws adopted by the MWC Incorporator, and approved by the MWC Board of Directors, dated April 12, 2012, as the same may be amended according to their terms (the **“MWC Bylaws”**). The MWC Class A Member Interest reserved to Grantor herein includes, but is not limited to, the right to an “Allocation” of water from the MWC (as defined in Section 3.2(c) of the MWC Bylaws) but without, however, any right to enter upon or use the surface or the first one hundred (100) feet of the subsurface of the Property in the exercise of such rights or to exercise such rights in such a manner as to (a) endanger the safety and structural integrity of the Highway Improvements then constructed on the Property or any persons using such Highway Improvements or (b) interfere

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with the free flow of traffic thereon. Furthermore, upon recordation of Grantee's Resolution or Certificate of Acceptance in the Official Records of Orange County, the Class B Eligibility of the Property (as defined in Article II of the MWC Bylaws) shall be deemed to have been terminated pursuant to Section 2.7 of the MWC Bylaws.

c. Signal Transmission Rights. Permanent, nonexclusive easements in gross within and through the airspace above and within the Property for the transmission, receipt or distribution of audio, video and any other data signals requisite for the transmission of intelligence by electrical, light wave and/or radio frequencies; provided, that the transmission, receipt or distribution of audio, video and any other data signals shall not unreasonably interfere with Grantee's use of the Property.

d. Oil, Mineral and Gas Resource Rights. All oil, minerals, natural gas and other hydrocarbons by whatsoever name known, geothermal resources, metalliferous or other ores, and all products derived from any of the foregoing that may be within or under the Property, and all rights associated with the foregoing, together with perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from the Property or any other land, including the right to whipstock or directionally drill and mine from lands other than the Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines; but without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred (500) feet of the subsurface of the Property or otherwise in such a manner as to (a) endanger the safety and structural integrity of the highway improvements then constructed on the Property ("**Highway Improvements**") or any persons using such Highway Improvements or (b) interfere with the free flow of traffic thereon or the collection of toll revenues from such Highway Improvements. Upon Grantor's election to exercise and/or utilize the aforementioned excepted and reserved rights, Grantor shall comply with all obligations attendant to the exercise and/or utilization of said rights including, but not limited to, mitigation, remediation and treatment obligations and all federal, state or other legal obligations and duties that are associated with oil, mineral and gas resources. To the extent any such rights are exercised, Grantor shall do so in a manner that will not unreasonably interfere with the Grantee's use of the Property.

e. Crossings. The Property is conveyed subject to the reservations set forth below in this Section 1.e over the portions of the Property described for each such reservation, which are reserved unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same to third parties.

i. Agricultural, Emergency and Other Crossings. The privilege of moving livestock, equipment, machinery and vehicles for agricultural, ranching, emergency, fire and other access under the Highway Improvements and the Property at the locations of the bridges or undercrossings to be constructed approximately in the areas depicted on Exhibit D (collectively, "**Undercrossings**"); provided that such privilege shall not be exercised at the surface of the Highway Improvements, or by means other than the hereinabove described structures, or for any other purpose; and provided further that any maintenance of said Undercrossings required by reason of the use of said Undercrossings hereunder shall be the

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obligation of the parties using said crossing. The reservations set forth in this Section 1.e.i shall terminate at such time as the necessity for the applicable crossing is eliminated because either reasonably comparable alternative access has been made available or the need for the access no longer exists.

ii. Future Cross-Streets. The right to construct and operate future public streets across the Property at the locations shown on Exhibit D ("**Future Cross Streets**"); provided that each such crossings shall be via a bridge over or an underpass under the Highway Improvements and shall be subject to a permit or approval from the Applicable Burdened Property Owner in accordance with Article 4 below.

2. COVENANTS AND AGREEMENTS. Grantor's conveyance of the Property to Grantee is subject to each of the following covenants and agreements (a "**Covenant**" or the "**Covenants**") are hereby declared and agreed to be appurtenant to and for the benefit of the property specified in Exhibit E attached hereto and incorporated herein by this reference (the "**Benefited Property**"). The burden of each Covenant shall run with the Property and be binding upon any person or entity who acquires any right, title or interest in or to any applicable portion of the Property. It is intended that the dominant tenement shall be the Benefited Property for each Covenant and that the servient tenement shall be the Property. By executing this Grant Deed, Grantee covenants and agrees that Grantee and its successors in interest to all or any portion of the Property shall be bound by the Covenants. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Covenant contained herein, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in the Property:

a. Limitation on Use of Property. The Property shall be improved, utilized and maintained by Grantee exclusively for public right-of-way purposes, appurtenant facilities, environmental mitigation purposes, water run-off, retarding basins and other facilities and improvements related to the use, maintenance and repair of a roadway.

b. Right to Reacquire the Property. In the event that Grantee determines that the Property (or any portion thereof) is no longer needed for public right-of-way purposes or Grantee (i) ceases to use and/or maintain the Property (or any portion thereof) for public right-of-way purposes, (ii) abandons the Property or (iii) uses (or otherwise permits the use of) the Property for a use, purpose or activity other than as a public right-of-way, Grantor or its successors, as appropriate, shall have the right, but not the obligation, to reacquire title to and possession of the Property and all improvements located thereon. Should Grantor or its successors, as appropriate, elect to exercise the right to reacquire title and possession of the Property, Grantee or its successors, as appropriate, shall, upon the written request of Grantor or its successors, cause the Property to be reconveyed and transferred to Grantor or its successors.

c. Existing Rights. Conveyance of the Property and Grantee's receipt/ownership thereof is subject to all covenants, conditions, restrictions, declarations, easements, rights-of-way, encumbrances, rights and other items and interests affecting or otherwise pertaining to the Property, of record or apparent.

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d. Shared Revenue from Telecommunications Activities of Non-County Applicable Burdened Property Owner. This Section 2.d shall only apply as a Covenant burdening the Property in the event that the Property is not owned by the County of Orange (*i.e.*, the County of Orange is not the Applicable Burdened Property Owner) (such Applicable Burdened Property Owner and its successors and/or assigns are referred to in this Section as a “**Successor Property Owner**”)) or operated as a County Highway. In that event only, Grantor reserves for itself and its successors and assigns the right to share in and receive an amount equal to fifty percent (50%) (“**Grantor’s Share**”) of the net amount of any and all amounts levied, charged or otherwise received by Successor Property Owner by virtue of Successor Property Owner’s lease, license, authorization, permitting or grant of rights to others to conduct Telecommunications Activities upon the Property and/or through the airspace located above and within the Property. For purposes of this Section 2.d, “**Telecommunications Activities**” shall mean the installation, construction, operation, maintenance, enhancement, creation, repair, replacement, expansion and/or relocation of any and all improvements, equipment and facilities required or convenient for (i) telecommunications, (ii) transfer of audio, video and data signals, (iii) transfer of any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iv) any other methods of communication and information transfer. Upon entering into any contract, lease, license, permit or other agreement (collectively, “**Telecommunications Agreement**”) pertaining to the conduct of Telecommunications Activities upon the Property and/or through the airspace located above and within the Property, Successor Property Owner shall provide a copy of such Telecommunications Agreement to Grantor. Additionally, within ninety (90) days following Successor Property Owner’s receipt of any amount(s) levied, charged or otherwise received by Successor Property Owner in relation to any executed Telecommunications Agreement or the conduct of Telecommunications Activities upon the Property and/or through the airspace located above and within the Property, Successor Property Owner shall remit Grantor’s Share of said amount(s) to Grantor. In calculating the value of Grantor’s Share, the following formula shall be used:

$$\begin{aligned} & \text{(Aggregate Amount Received by Successor Property Owner – LESS –} \\ & \text{All Administrative and Other Costs/Expenses Reasonably Incurred by Successor Property Owner} \\ & \text{in Processing the Amount Received)} \\ & \text{– TIMES –} \\ & \text{Fifty Percent (50\%)} \end{aligned}$$

Notwithstanding anything herein to the contrary, this Section 2.d shall not apply to any Telecommunication Activities relating to or arising from the operation and use of the roadway constructed upon the Property.

e. Enforcement of Covenants: Partial Termination upon Transfer. The benefits of each of the foregoing Covenants run with and are appurtenant to the Benefited Property. The rights to enforce the benefits of each Covenant shall run to any successor to Grantor's entire interest in the Benefited Property, but in the event that less than the entire Benefited Property is conveyed to a third party, the enforcement rights with respect to the applicable Covenant shall be fully apportioned to the portion of the Benefited Property which is

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retained by Grantor and shall extinguish as to the portion of the Benefited Property transferred to the third party. A successor to Grantor's entire interest in any Benefited Property, and whom is entitled to enforce any Covenant pursuant to the foregoing provisions, is sometimes hereinafter referred to as a "**Successor**." Grantor and any applicable Successor are sometimes collectively referred to hereinafter as the "**Enforcing Party**."

f. Amendment of Covenants. The Covenants may be amended by mutual agreement of Grantor, Grantee and any applicable Successor with respect to the Covenant. Any such amendment must be recorded in the Official Records of Orange County, California.

g. Term. Unless Grantor records a declaration terminating all or any of the Covenants, the Covenants shall be binding absolutely on the Property for a period of thirty (30) years from the date this Grant Deed is recorded in the Official Records of Orange County, California, and shall thereafter terminate.

3. CONDITIONS TO GRANT OF ROADWAY PROPERTY.

a. Subject to Existing Matters of Record or Apparent. In addition to any covenants, conditions, reservations and restrictions set forth in this Grant Deed, the Property is transferred to Grantee hereunder subject to all covenants, conditions, restrictions, reservations, rights, right-of-way, easements and other matters of record or apparent; provided, however, Grantor is not transferring any of Grantor's rights under that certain Rancho Mission Viejo Development Agreement recorded in the Official Records of Orange County on December 6, 2004 as Instrument No. 2004001082094 and Grantee is not assuming any obligation thereunder. Grantee hereby expressly waives each of the implied covenants which would otherwise arise as a result of the grants from Grantor in this Grant Deed as set forth in Section 1113 of the California Civil Code (the "**Civil Code**"); provided, however, that Grantor and Grantee each hereby expressly understand and agree that the provisions of Section 1106 of the Civil Code concerning after acquired title shall apply to this Grant Deed and are not hereby waived.

b. Release of Abutter's Rights. Except for any reservations expressly set forth in this Grant Deed, and without limiting any covenants of Grantee in this Grant Deed or in separate agreements with Grantor, Grantor hereby releases and relinquishes any and all abutter's rights in and to the Property, including access rights, which may be appurtenant to other properties owned by Grantor.

c. "AS IS" Conveyance. Grantee accepts the Property "AS IS," in the condition that the Property exists as of the recordation of this Grant Deed.

4. TERMS FOR ISSUANCE OF PERMITS OR APPROVALS FOR RESERVATIONS. In the event that the issuance of a permit or approval from the Applicable Burdened Property Owner(s) is required prior to the exercise of any rights or reservations reserved unto Grantor or its successors and assigns pursuant to Article 1 above, the permit or approval requirement shall be subject to the following terms and conditions, which shall be binding upon Grantor, Grantee and their respective successors in interest.

a. Applicable Burdened Property Owner. For purposes of this Grant Deed, the "**Applicable Burdened Property Owner**" shall be defined as follows:

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i. Applicable Burdened Property Owner for Reservations. With respect to any reservations pursuant to Article 1, the fee owner (at the time such permit or approval is applied for) of the portion or portions of the Property over which the reserved right under Article 1 will be exercised, including, without limitation, any portions of the Property over which the party requesting the permit or approval will construct or maintain any improvements or will exercise any temporary or permanent right of entry, access, ingress or egress. If there is more than one Applicable Burdened Property Owner with respect to a requested permit or approval, the approval of each Applicable Burdened Property Owner will be required.

ii. Applicable Burdened Property Owner for Covenants. With respect to the Covenants running with the land pursuant to Article 2, the fee owner or owners from time to time of the portion of the Property which is burdened by the applicable Covenant.

b. Terms and Conditions for Issuance of Permit or Approval. In the event that the issuance of a permit or approval is required prior to the exercise of any rights reserved unto Grantor or its successors and assigns pursuant to Article 1 above, the issuance of such permit or approval by the Applicable Burdened Property Owner shall not be unreasonably withheld or delayed and the Applicable Burdened Property Owner shall act promptly with respect to any request pertaining to the use of said reservations so long as the party requesting the permit or approval has (a) consulted with the Applicable Burdened Property Owner as to the design and location of the proposed reservation, (b) prepared and submitted to the Applicable Burdened Property Owner reasonably detailed plans for the construction of any improvements to be installed, constructed, altered or replaced pursuant to the reservation for which the permit or approval is sought, and (c) demonstrated to the Applicable Burdened Property Owner that the proposed reservation and any improvements to be constructed on the Property in connection therewith will not adversely impact (i) the safety or structural integrity of the Highway Improvements (including meeting standard minimum depth requirements for the any proposed Utility) or (ii) the ability to operate such Highway Improvements in a manner consistent with County-owned restricted access highways.

c. Fee for Processing Permit or Approval. The Applicable Burdened Property Owner may charge the party requesting a permit or approval a reasonable fee as reimbursement for the Applicable Burdened Property Owner's actual costs for processing any such application and permit, but such fee shall not exceed the standard rates charged to other third parties for processing similar permits and in no event shall an Applicable Burdened Property Owner impose any other charge other than the processing fee for the right to exercise or use any rights reserved under this Grant Deed.

5. INDEMNITY. In the event Grantor, or any other holder of rights reserved under this Grant Deed (the party exercising the reserved right, hereinafter the "**Indemnitor**"), exercises its rights under any reservations set forth in Section 1, the Indemnitor shall indemnify, protect, defend and hold Grantee harmless from any loss, damage, claim, cost or liability arising out of the Indemnitor's exercise of the reserved right, or arising out of the Indemnitor's uses or activities which are in violation or beyond the scope of the reserved rights hereunder, including, without limitation, any loss, damage or harm to persons or to the Highway Improvements, unless such damage is caused by the gross negligence or willful misconduct of Grantee, its employees, representatives, agents and/or invitees.

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6. NOTICES. Any notice, demand, request, covenant, approval, or other communication to be given by one party to the other shall be given by personal service, telegram, or Express Mail, Federal Express, DHL, UPS or any other similar form of airborne/overnight delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, addressed to the parties at their respective addresses as follows:

If to Grantee:

County of Orange
OC Public Works
300 N Flower St, 8th Floor
Santa Ana, CA 92703
Attn: Director

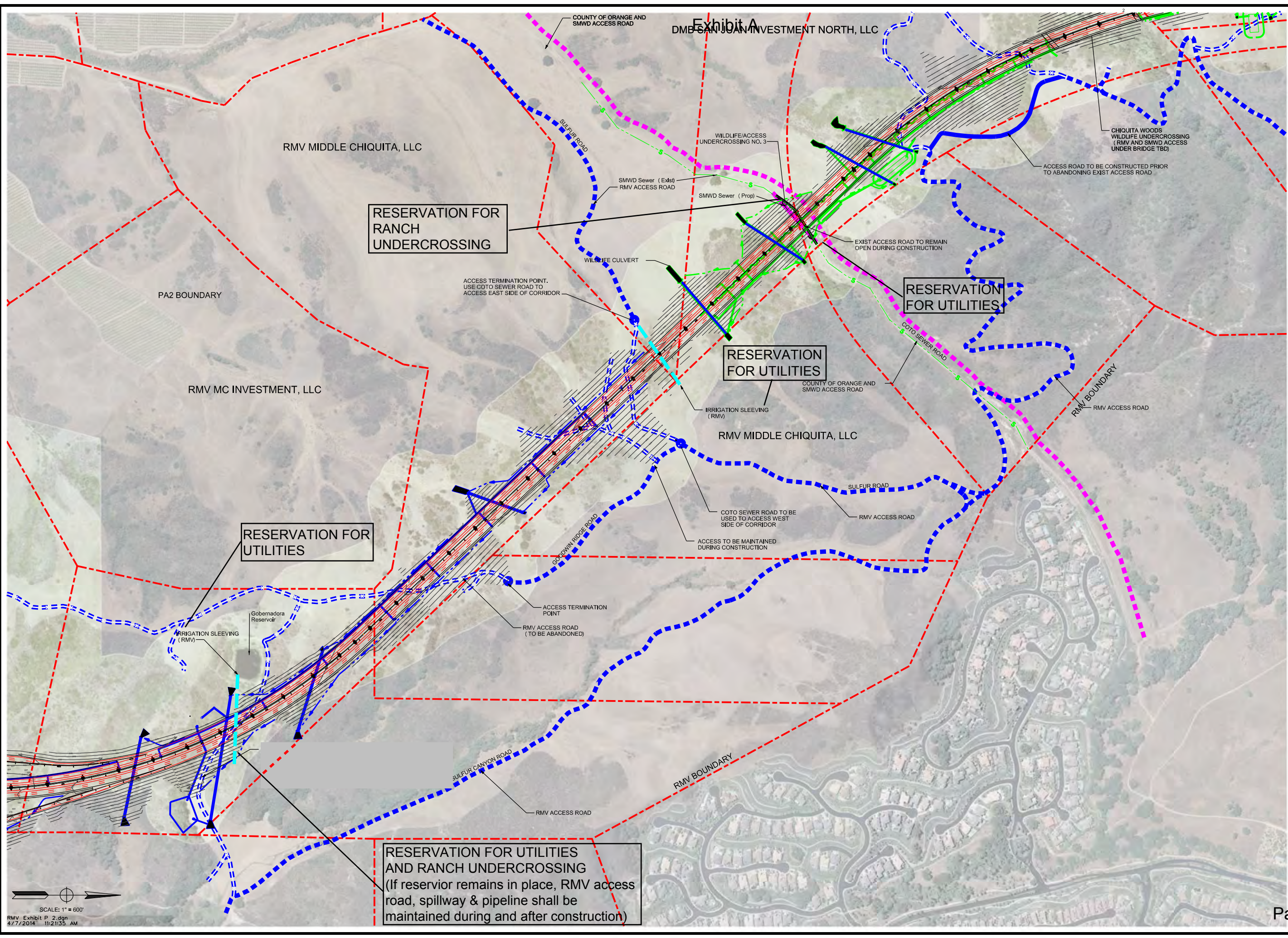
With a copy to:

If to Grantor:

Rancho Mission Viejo
28811 Ortega Highway
P.O. Box 9
San Juan Capistrano, CA 92693
Attn: _____

With a copy to:

Any such notice shall be deemed to have been given upon delivery or, if mailed, forty-eight (48) hours after deposit in the mail as aforesaid. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other parties.



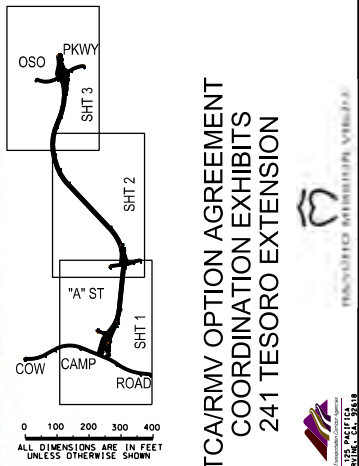
LEGEND

EXISTING: [Symbol]
RELOCATED: [Symbol]
FUTURE (BY OTHERS): [Symbol]
ABANDONED: [Symbol] OR [Symbol]
TEMPORARY: [Symbol]
COUNTY LINE: [Symbol]
CONSERVANCY BOUNDARY: [Symbol]
PROPERTY LINE: [Symbol]
RMV BOUNDARY: [Symbol]
UTILITY ACCESS ROAD: [Symbol]
PROPOSED ROADWAY: [Symbol]
WATER LINE: [Symbol]
SEWER: [Symbol]
DRAINAGE FEATURE: [Symbol]
DRAINAGE DITCH: [Symbol]
IRRIGATION SLEEVE: [Symbol]
PETROLEUM LINE: [Symbol]

COLORS

PLANNING AREA BOUNDARY: [Color]
WETLAND MITIGATION AREA/ DONNA O'NEILL LAND CONSERVANCY: [Color]
PROPERTY BOUNDARY: [Color]
RECREATIONAL TRAIL (HIKING, BIKING AND/OR EQUESTRIAN): [Color]
BIKEWAY (SEE PLANS): [Color]
PRIVATE ACCESS ROAD: [Color]
COUNTY ACCESS ROAD (FIRE AND/OR MAINTENANCE): [Color]
DISTURBANCE LIMIT LINE: [Color]
EXTENDED DETENTION BASIN: [Symbol]

SCALE: 1" = 600'
RMV Exhibit P 2.dgn
4/7/2014 11:21:35 AM



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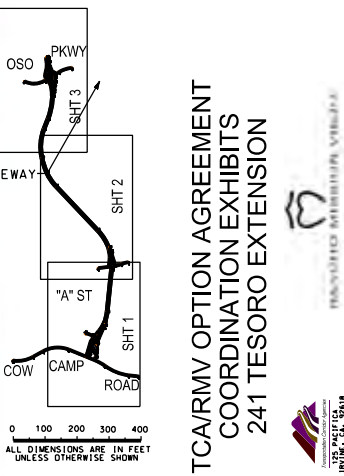
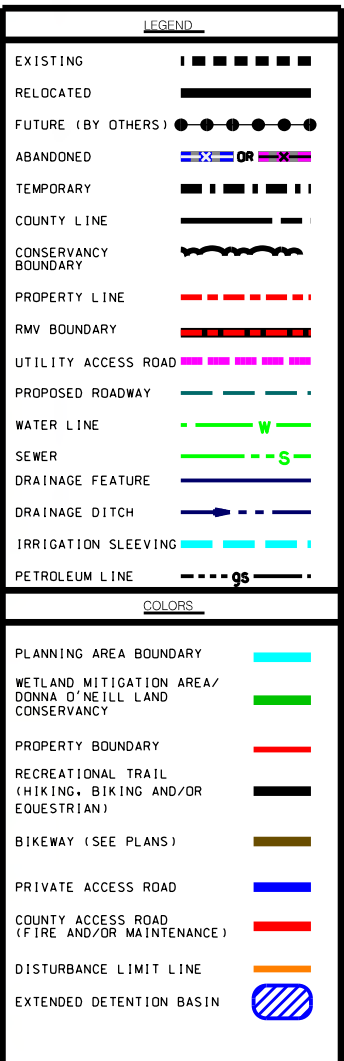
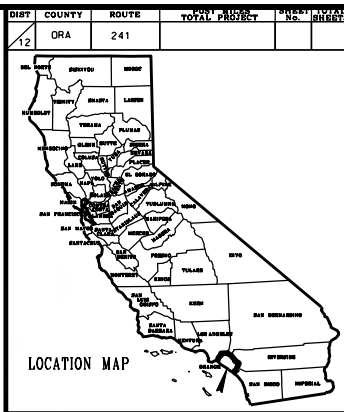


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EXHIBIT E

Description of the Benefited Property

RANCHO MISSION VIEJO PLANNED COMMUNITY

Parcels 38, 39, 43, 44, 45, 72 through 77, inclusive, 83, 84, 85, 96, 97, 98, 102, 103, 114 through 119, inclusive, 125, 126, 133, 138, 143, 144, and 145 of Certificate of Compliance CC 2001-01, in the Unincorporated Territory of the County of Orange, State of California, recorded July 26, 2001 as Instrument No. 20010508635 of Official Records, in the office of the County Recorder of said County.

Together with,

Parcels 1 through 91, inclusive, of Certificate of Compliance CC 2010-01, in said Unincorporated Territory, recorded December 22, 2010 as Instrument No. 2010000690527 of said Official Records.

Together with,

Parcels 1 through 128, inclusive, of Certificate of Compliance CC 2011-01, in said Unincorporated Territory, recorded December 27, 2011 as Instrument No. 2011000677171 of said Official Records.

Together with,

Parcel 1 of Certificate of Compliance CC 2004-096, in the City of San Clemente, in said County, recorded December 21, 2004 as Instrument No. 2004001130448 of said Official Records.

Together with,

Parcel 2 and portions of Parcels 3 and 4 of Certificate of Compliance CC 87-06, in said Unincorporated Territory, recorded August 7, 1987 as Instrument No. 87-449971 of said Official Records.

Together with,

Parcel C of Lot Line Adjustment LL 2002-160, in said Unincorporated Territory, recorded July 9, 2003 as Instrument No. 2003000800031 of said Official Records.

Together with,

Parcel 2 of Lot Line Adjustment LL 2003-004, in said Unincorporated Territory, recorded March 19, 2003 as Instrument No. 20030294469 of said Official Records.

Together with,

Parcels 1, 2 and 3 of Lot Line Adjustment LL 2004-027, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809240 of said Official Records.

Together with,

Parcels 2 and 3 of Lot Line Adjustment LL 2004-028, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809243 of said Official Records.

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Together with,

Parcel 2 of Lot Line Adjustment LL 2004-029, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809246 of said Official Records.

Together with,

Parcels 2 and 3 of Lot Line Adjustment LL 2004-030, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809251 of said Official Records.

Together with,

Parcel 1 of Lot Line Adjustment LL 2004-039, in said Unincorporated Territory, recorded October 21, 2004 as Instrument No. 2004000951825 of said Official Records.

Together with,

Parcels 1, 2 and 3 of Lot Line Adjustment LL 2007-002, in said Unincorporated Territory, recorded June 22, 2007 as Instrument No. 2007000398904 of said Official Records.

Together with,

Parcel 2, in said Unincorporated Territory, as shown on the map filed in Book 90, Pages 23 through 27, inclusive, of Parcel Maps, in the office of said County Recorder.

Together with,

Parcel 1 of Parcel Map 93-159, in said Unincorporated Territory, as shown on the map filed in Book 280, Pages 49 and 50 of Parcel Maps, in the office of said County Recorder.

Together with,

Parcel 1 of Parcel Map 94-153, in said Unincorporated Territory, as shown on the map filed in Book 287, Pages 9 and 10 of Parcel Maps, in the office of said County Recorder.

Together with,

Parcel 1 of Parcel Map 95-161, in said Unincorporated Territory, as shown on the map filed in Book 296, Pages 11 and 12 of Parcel Maps, in the office of said County Recorder.

Together with,

That land deeded to Last Round Up, Inc., by Grant Deed recorded September 4, 1987 as Instrument No. 87-504837 of said Official Records, in the office of said County Recorder.

Together with,

That land deeded to Ortega Rock Land LLC, Inc., by Grant Deed recorded March 7, 2003 as Instrument No. 2003000254085 of said Official Records, in the office of said County Recorder.

Together with,

Those portions of Section 24, Township 8 South, Range 7 West, of Rancho Mission Viejo, as shown on the map sectionizing Rancho Mission Viejo, in said Unincorporated Territory, filed in Book 9, Pages 15 through 22, inclusive, of Record of Surveys, in the office of said County Recorder, described as follows:

Exhibit A

Bounded Southerly by the Northerly line of Parcel 56 of said Certificate of Compliance CC 2010-01, bounded Easterly by the Southwesterly line of Parcel 55 of said Certificate of Compliance, bounded Northerly by the Southerly line of Parcel 31 of said Certificate of Compliance and bounded Westerly and Northwesterly by the Southeasterly line of Parcel 2 of said Lot Line Adjustment LL 2004-030.

Bounded Easterly by the Westerly lines of Parcels 56 and 57 of said Certificate of Compliance CC 2010-01, and bounded Westerly and Southerly by the general Easterly line of Parcel 5, as shown said Certificate of Compliance No. CC 87-06.