

## AGREEMENT FOR EXCHANGE OF REAL PROPERTY

This Agreement for Exchange of Real Property ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 ("**Effective Date**") by and between the:

**THE COUNTY OF ORANGE**, a political subdivision of the State of California, (hereinafter referred to as "**County**") and **THE CITY OF MISSION VIEJO**, a body corporate and politic, (hereinafter referred to as "**City**").

County and City are sometimes individually referenced herein as "**Party**" and collectively as "**Parties**."

## R E C I T A L S

Whereas, the County has been in discussions with the City for a potential property exchange to facilitate the City's expansion of Robert A. Curtis Park to accommodate public park purposes such as creating additional sports fields and general use areas for the public's use and enjoyment ("**Project**"). The following recitals are true and correct and reflect the understanding of the Parties:

- A. County owns that certain 13.84 acre parcel identified as a portion of Assessor's Parcel Numbers 125-086-11 and 125-086-20, within O'Neill Regional Park (OC Parks Facility No. PR51A) located within the cities of Mission Viejo and Rancho Santa Margarita, California ("**County Property**"), as depicted on the location map attached hereto as **Attachment I** and by this reference made a part hereof.
- B. A portion of the County Property that is to be conveyed to the City lies within the City of Rancho Santa Margarita ("**RSM**")'s boundaries; RSM has acknowledged the Project (see **Attachment II "RSM Letter"**) and stated that RSM will work cooperatively with the City of Mission Viejo at an appropriate time in the future to discuss potential annexation and related impacts to the City and RSM and their respective boundaries. The City has agreed to indemnify the County against any and all claims that may result from any source arising from the City's ownership, use, and location of the County Property being conveyed to the City for expansion of Robert A. Curtis Park. This indemnification shall survive the conveyance and remain in effect in perpetuity, as described in the Indemnification Agreement attached hereto as **Attachment III** and by this reference made a part hereof.
- C. The City owns a 13.88 parcel identified as a portion of Assessor's Parcel Number 786-601-01 and, a 1.54 acre parcel identified as within assessor's parcel number 740-012-40, and a 2.16 acre parcel identified as a portion of Assessor's Parcel Number 740-012-40, ("**City Property**"), as depicted on the location map attached hereto as **Attachment I** and by this reference made a part hereof.

- D. The County Property, or a portion thereof, is enrolled in the Southern Subregion Habitat Conservation Plan (“**HCP**”). The United States Fish and Wildlife Services, as the administrative entity with legal authority to permit amendments to the HCP, has agreed to the property exchange with the approval of a minor amendment to the HCP as described in the attached draft Minor Amendment (“**Minor Amendment**”) attached hereto as **Attachment IV**. The City drafted the Minor Amendment and accepts all responsibility for its accuracy and representations contained therein and the City indemnifies and holds harmless the County from any and all claims whatsoever that may arise from defects or deficiencies contained in the Minor Amendment.
- E. The City owns an additional approximately 11.66 acre parcel identified as a portion of Assessor’s Parcel Number 786-601-01, (“**Conservation Easement Parcel**”) which will not be exchanged between the Parties. However, the City will place a protective easement (“**Conservation Easement**”, attached hereto as **Attachment V**) over the Conservation Easement Parcel to satisfy HCP requirements as depicted on the location map attached hereto as **Attachment I**.
- F. County will convey the County Property to City, and City will convey the City Property to County to complete the exchange. The Parties will exchange these ownership rights via Quitclaim Deeds, resulting in reconfigured parcels containing approximately 13.84 acres (County Property) and 17.58 acres (City Property), respectively. The form of the Quitclaim Deed for the transfer of the County Property is attached hereto as **Attachment VI** and the forms of the two Quitclaim Deeds for the transfer of the City Property are attached hereto as **Attachment VII**, hereinafter collectively referred to as the “**Conveyance Documents**”.
- G. The County’s exchange of property is authorized pursuant to Government Code section 25365, which states that County property may be exchanged “without complying with any other provisions of [the Government Code], if the property or interest therein to be granted and conveyed or quitclaimed is not required for county use or in the event of an exchange, the property to be acquired is required for county use.” The County finds that the County Property being exchanged for the City Property will result in use of the City Property by the County for the benefit of the public and is required for County use in accordance with Government Code 25365. Notwithstanding the preceding parts of this Recital G, each Party agrees to be responsible for addressing requirements pursuant to the Surplus Land Act (Government Code sections 54220-54234, et seq., “**SLA**”), if any, as the SLA may apply to the property being exchanged.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The above Recitals are incorporated herein by this reference.
2. **AGREEMENT TO EXCHANGE REAL PROPERTY.** County will convey to City the County Property. City agrees to accept a Quitclaim Deed for the County Property. City will convey to County the City Property. County agrees to accept a Quitclaim Deed for the City Property. Each Party agrees to accept the respective property upon the terms and conditions set forth in this Agreement and the respective Quitclaim Deeds. City shall reserve ingress/egress rights for the County across the property to be conveyed to the City for the purpose of maintaining existing trail connectivity through the property.

CITY agrees to assist in any acts necessary to effectuate the Minor Amendment and the Parties agree to work cooperatively to finalize the Minor Amendment subject to any instructions, conditions, or modifications set forth by USFWS. All financial obligations incurred by the Minor Amendment or to finalize its approval (e.g. modifications to the Minor Amendment or its exhibits or attachments) shall be borne by the City and the County shall bear no costs in the preparation or finalization of the Minor Amendment. City also agrees to place an easement over the Conservation Easement Property in a format acceptable to the United States Fish and Wildlife Services to document a permanent HCP Easement in substantially the form attached hereto as Attachment IV.

The Parties further agree that the Minor Amendment to the HCP shall not become effective unless or until: (i) the City Property is accepted by the County and the Quitclaim Deed related thereto is recorded by the County; and (ii) the City Property is enrolled into the HCP; and (iii) the County Property is accepted by the City and the Quitclaim Deed related thereto is recorded by the City; and (iv) and County Property is unenrolled and removed from the HCP in accordance with the Minor Amendment set forth herein. Upon each and every of the conditions [(i) through (iv) inclusive] being satisfied, either prior to or contemporaneously with the Minor Amendment's approval, the final HCP Minor Amendment, or other instrument through the direction of USFWS, will thereafter be recorded by County.

Prior to the transfer and acceptance of the County Property by the City, pursuant to a separate agreement ("**License**"), the County may authorize the City to use the County Property for limited purposes such as transporting and stockpiling dirt, ingress and egress to and from the County Property or similar uses as set forth in any such License.

3. **CONVEYANCE DOCUMENTS.**
  - a. **Conveyance Documents.** Upon delivery of the executed counterparts of this Agreement by the Parties to each other, the Parties shall execute the **Conveyance Documents** within fifteen (15) days of receipt and deliver the originals of such fully

executed Conveyance Documents to County to be held in trust by County, until recordation.

b. Purchase Price. The Parties agree that the exchange of Quitclaim Deeds for the subject County Property and the subject City Property as contemplated herein will amount to an exchange of equal value between the Parties.

4. REPRESENTATIONS AND WARRANTIES/AS IS. City is acquiring the County Property and will receive access to and use of the County Property in its existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS," with no warranties, guarantees, or representations of any kind whatsoever from County that the County Property is appropriate for the City's intended use. The County Property is subject to all existing easements, encumbrances, and physical characteristics and upon the recordation of the Quitclaim Deeds, the City has made or has waived all inspections and investigations of the County Property and its vicinity which City believes are necessary to protect its own interest in, and City's contemplated use of, the Property. City acknowledges neither County nor any County employees, agents or representatives have made any representations, warranties, or agreements to or with City on behalf of County as to any matters concerning the County Property, access, present use thereof, or the suitability of City's intended use of the County Property.

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City's Initials

5. PERMITS AND LICENSES. City shall be required, at City's sole cost and expense, to obtain and always maintain compliance with any and all governmental, environmental, and/or regulatory approvals, clearances, permits and/or licenses which may be required in connection with the activities contemplated in this Agreement.
6. ASSIGNMENT. Neither Party may assign this Agreement or its rights and obligations hereunder without the prior written consent of the other Party.
7. TIME OF THE ESSENCE. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.
8. TERMINATION. This Agreement shall commence on the Effective Date and be in effect until the recordation of all Conveyance Documents or a total of twelve (12) months from the effective date, whichever first occurs, in accordance with the terms herein. If the Agreement is terminated for convenience by City, or terminated by County for cause, or expires, prior to recordation of the Quitclaim Deeds, all rights and responsibilities of the Parties hereunder shall cease, the transaction contemplated by this Agreement shall be in all respects terminated without any liability from one Party to the other.
9. NOTICES. All notices, documents, correspondence, and communications concerning this Agreement shall be directed as set forth below, or as the Parties may hereafter designate by giving-five (5) days prior written notice. Any notice properly addressed shall be deemed



received (i) on the date delivered personally from one to the other-Party or by messenger or courier thereof; (ii)-three (3) Business Days after being mailed by the United States mailing, postage prepaid, or (iii) on the date of delivery by any nationally recognized overnight delivery/courier service which delivers to the noticed destination and provides proof of delivery to the sender. The term “**Business Days**” used herein means any days other than Saturday, Sunday, California state or national holidays or other days on which commercial banks in California are generally not open for business.

If to County:  
 OC Parks  
 13042 Old Myford Road  
 Irvine, CA 92612  
 Attn: Director

If to City:  
 City of Mission Viejo  
 200 Civic Center  
 Mission Viejo, CA 92691  
 Attn: City Manager

10. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS. This Agreement and its exhibits and attachments referenced herein incorporate all of the terms and conditions, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. A waiver of a breach of the covenants, conditions, or obligations under this Agreement by either Party will not be deemed a waiver of any succeeding breach or the same or other covenants, conditions, or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by City and County.
11. ATTORNEY FEES. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either Party to this Agreement, each Party shall bear its own costs including all attorneys’ fees, costs, and expenses incurred in the action, proceeding, or arbitration.
12. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns.
13. GOVERNING LAW AND JURISDICTION. This Agreement shall be construed in accordance with and be governed by the laws of the State of California, and each Party hereto consents to the jurisdiction of the courts of California, with venue in the County of Orange, California, for the purposes of any action to enforce or interpret this Agreement.
14. AUTHORITY TO SIGN. Each person signing this Agreement on behalf of each Party hereto represents and warrants to the other Party that the person signing this Agreement has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such Party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, which together shall constitute a single Agreement. The City represents that it is the successor agency to the Mission Viejo Housing Authority (“**MV Housing Authority**”) and as such

the City has the requisite legal authority to convey and/or accept ownership of property subject to this Agreement on behalf of the MV Housing Authority.

15. CAPTIONS. The captions in this Agreement are for convenience of reference only and do not affect the meaning, interpretation or construction of this Agreement.
16. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by and for County and City, and nothing herein is intended to establish rights or interests in individuals or entities not a Party hereto.
17. BROKERAGE COMMISSION. Buyer and District acknowledge that no broker's commission, finder's fee or other compensation is payable with regard to the transaction covered by this Agreement. Each Party shall defend and indemnify the other from any claims for commissions or fees arising from such Party's contacts with real estate brokers or agents or persons or such Party's misrepresentation of the provisions in this Section 18.
18. FORCE MAJEURE. Except for the payment of money, neither Party will be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, acts of third parties, or any law, order, or requirement of any governmental agency or authority.
19. ATTACHMENTS. This Agreement includes the following, which are attached hereto and made a part hereof:

**Attachment I – Location Map**

**Attachment II – RSM Letter**

**Attachment III – Indemnification Agreement**

**Attachment IV – HCP Amendment**

**Attachment V – Conservation Easement**

**Attachment VI – Quitclaim Deed County to City**


**Attachment VII – Quitclaim Deed City to County**

*[Signatures on next page]*

IN WITNESS WHEREOF, the District and Buyer have entered into this Agreement as of the day and year date first above written.

**COUNTY OF ORANGE**

Approved as to Form  
Office of the County Counsel  
Orange County, California

By:   
Deputy for MAH

Date: 12-27-23

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

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

ATTEST:

\_\_\_\_\_  
Robin Steiler, Clerk of the Board  
County of Orange, California

*-[Signatures continue on next page]*

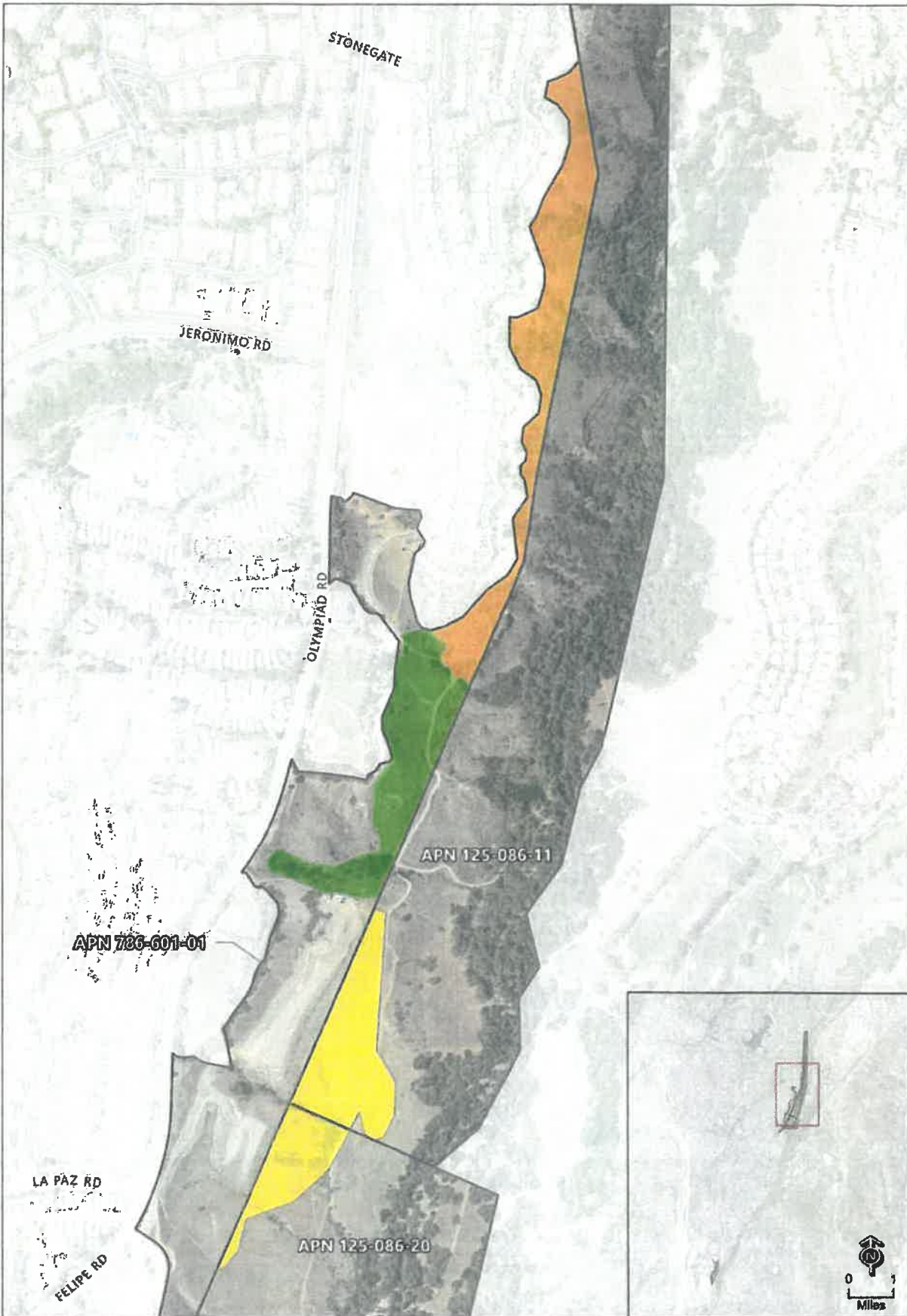
**CITY OF MISSION VIEJO**

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT I**  
Location Map



DESIGNED AND PREPARED BY:  
**STAMP**  
 3000 N. CALIFORNIA AVE., SUITE 200  
 ANAHEIM, CA 92805  
 PHONE: (714) 933-8800  
 FAX: (714) 933-8801  
 WWW.STAMPINC.COM  
 DATE: May 24, 2023



- Parcels
- 11.66-acre (City Protected)
- 13.84-acre (County to City)
- 13.88-acre (City to County)

**Mission Viejo  
 Land Swap  
 Parcels**





**DESIGNED AND PRODUCED BY:**  
City of Mission Viejo

**DATE:** MAY 24, 2022

**PROJECT:** Mission Viejo Land Swap

**DESCRIPTION:** This map shows the location of the land swap parcels within the City of Mission Viejo. The parcels are located in the northern part of the city, near the border with Orange County. The map is intended to provide a visual representation of the land swap parcels for informational purposes only. It is not intended to be used for legal or financial purposes.

**DATE:** MAY 24, 2022



- Parcels
- 1.54-acre (City to County)
- 2.16-acre (City to County)

**Mission Viejo  
Land Swap  
Parcels**



**ATTACHMENT II**  
RSM Letter





## CITY OF RANCHO SANTA MARGARITA

22112 El Paseo • Rancho Santa Margarita • California 92688-2824  
949.635.1800 • fax 949.635.1840 • [www.cityofrsm.org](http://www.cityofrsm.org)

June 19, 2023

Ms. Robyn Quinlan  
Real Property Agent III  
County Executive Office, Real Estate Services  
County Administration North  
400 Civic Center Drive – 5<sup>th</sup> Floor  
Santa Ana, CA 92701

**Subject: Lower Curtis Park – Proposed County/Mission Viejo Land Swap**

Dear Ms. Quinlan:

The City of Rancho Santa Margarita has been made aware and acknowledges that the County of Orange proposes to dedicate to the City of Mission Viejo City 13.84 acres of land within the City of Rancho Santa Margarita (portions of APN 125-086-11&20). It is the City's understanding that Mission Viejo is acquiring the land for the purpose of possible future expansion of Curtis Park. It is the City of Rancho Santa Margarita's interest that such future improvements do not adversely impact RSM residents, and the City will work cooperatively with the City of Mission Viejo at such appropriate time in the future to discuss potential annexation and related impacts to the City and its boundaries.

Sincerely,

Jennifer Cervantez  
City Manager  
Rancho Santa Margarita

cc: Brendan Dugan, Director of Public Works Rancho Santa Margarita  
Dennis Wilberg, City Manager Mission Viejo  
Mark Chagnon, Director of Public Works Mission Viejo

**Mayor**  
Jerry Holloway

**Mayor Pro Tempore**  
Carol A. Gamble

**Council Member**  
L. Anthony Beall

**Council Member**  
Anne D. Figueroa

**Council Member**  
Bradley J. McGirr

**City Manager**  
Jennifer M. Cervantez

### ATTACHMENT III Indemnification Agreement

During the use of any License (as described in section 2, above) and after the City accepts the County Property, the City agrees to assume all risks, financial or otherwise, associated with the County Property. The City hereby releases and waives all claims and recourse against the County, including the right of contribution for loss or damage of persons or property, arising from, growing out of or in any way connected with or related to this Agreement and the County Property (or City's use pursuant to a License, including the environmental quality, suitability, cleanliness, or contents of hazardous materials of any dirt or other fill material transported and used by the City at the County Property), including any damage to or interruption of use of the County Property due to loss of business, damage to, destruction of, or relocation costs of any improvements made by the City (or its agents, employees, contractors, successors, or assigns) or impaired utility of the County Property caused by erosion, flood, or flood overflow, or caused by any action undertaken in the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the County Property. The City hereby agrees to indemnify, defend (with counsel approved in writing by the County in the County's reasonable discretion), and hold harmless, the County, its elected and appointed officials, officers, agents, employees and contractors (collectively, "**County Indemnitees**") against any and all claims, losses, demands, damages, cost, expenses or liability (collectively, "**Claims**") for injury to any persons or property, arising out of the operation or maintenance of the County Property, including the cost of defense of any lawsuit arising therefrom, or any legal challenge or Claim arising from the legal transfer of ownership of the County Property to the City, and also including any costs, obligations, or responsibilities associated with Claims made by any municipal, federal, or state entity, including but not limited to the city of Rancho Santa Margarita, the USFWS, and the Local Agency Formation Commission ("**LAFCO**") whether such Claims do or do not involve boundary disputes or annexation of the County Property. Any actions required for LAFCO compliance, including annexation or activities or requirements related thereto, will be borne by the City and the City shall work cooperatively and in good faith with RSM in accordance with the anticipated future discussions between the two cities as set forth in the RSM Letter.

If the County is named as co-defendant in a lawsuit in connection with this any Claim, the City shall notify the County of such fact and shall represent the County in such legal action unless the County undertakes to represent itself as co-defendant in such legal action, in which event, the City shall be responsible to pay the County's litigation costs, expenses, and reasonable attorneys' fees. If judgment is entered against the County and the City by a court of competent jurisdiction the County and the City agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. A judgment or other judicial determination regarding the County's liability shall not be a condition precedent to the City's obligations stated in this Section.

The City acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The City, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

**ATTACHMENT IV**  
**Minor Amendment**

**COUNTY OF ORANGE  
SOUTHERN SUBREGION  
HABITAT CONSERVATION PLAN  
BOUNDARY MINOR AMENDMENT**

**FOR**

**THE LOWER CURTIS PARK EXPANSION  
MISSION VIEJO, CALIFORNIA**

**April 2023**

**Prepared for:**

**Mark Chagnon  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691  
Telephone:**

**Glenn Lukos Associates, Inc.  
1940 East Deere Avenue, Suite 250  
Santa Ana, California 92705  
Contact: Tony Bomkamp  
Telephone: (949) 929-1651**

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Exhibit 3	13.84-Acre County to City Parcel
Exhibit 4	11.66-Acre City Protected Parcel
Exhibit 5	13.88-Acre City to County Parcel
Exhibit 6	1.54-Acre City to County Parcel
Exhibit 7	2.16-Acre City to County Parcel

## 1. AUTHORITY

The City of Mission Viejo has requested the County of Orange, in coordination with the U.S. Fish and Wildlife Service (USFWS) to amend the boundaries of the County of Orange Southern Subregion Habitat Conservation Plan (SSHCP) Habitat Reserve (Reserve) through a Minor Amendment. This proposed Minor Amendment is consistent with the Implementing Agreement (Section 15.4, page 72) of the HCP, which states that “minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve Acreage and no long-term net loss of subregional habitat value.”

This proposed Minor Amendment conforms to the guidance established in the IA (i.e., no net loss of Reserve acreage and no net loss of subregional habitat value over the long term) and is considered by the City of Mission Viejo, through the Final Environmental Impact Report (FEIR) to be mitigated to a level that is less than significant.

## 2. PURPOSE

The purpose of the proposed Minor Amendment is to remove a portion of the Reserve adjacent to the existing Robert A. Curtis Park (the Deleted Parcel) to allow for expansion of Robert A. Curtis Park. Replacement land would occur in nearby parcels within the Arroyo Trabuco (the Added Parcels) that would be incorporated into the Reserve consistent with the requirements of the Criteria. The following benefits would be achieved through the Minor Amendment that would enhance the long-term conservation value of the Reserve:

- A net increase of coastal sage scrub (CSS) habitat which is occupied by the coastal California gnatcatcher.
- A net increase of riparian habitat potentially occupied by least Bell’s vireo
- A net addition of high conservation value land.
- A net addition of land area to the Reserve.

## 3. SUMMARY

The City of Mission Viejo is proposing to expand Curtis Park, which is located adjacent to the Arroyo Trabuco [Exhibits 1 and 2]. The park expansion would cover 40.26 acres, of which 26.42 acres are City owned and 13.84 acres are County owned and part of the SSHCP Habitat Reserve. Added and Deleted Parcels are within the Arroyo Trabuco and are depicted on Exhibits 3, 5, 6, and 7. Exhibit 4 depicts 11.66 acres that the City will protect through a deed restriction or similar instrument.

The proposed project will provide for the future expansion of Curtis Park by creating a rough-graded super-pad below the existing park site to accommodate additional sports fields and/or general use areas. It will include a rough-graded access road, drainage improvements and temporary landscaping to protect slope areas and prevent erosion.

As previously stated, the Project site covers approximately 40.26 acres. The Project site is in the City of Mission Viejo (Exhibit 1) to the east of Olympiad Road, Felipe Road, and Robert A.

Curtis Park, north of Water Tank Road, west of Trabuco Creek Road, and south of Escatron Street (Exhibit 2). Site topography ranges from gently to steeply sloping, with elevations ranging from approximately 619 feet to 782 feet above mean sea level (MSL). Vegetation communities found on site consist of mostly non-native cover types such as mustard fields, non-native grasslands, artichoke thistle fields and ornamental vegetation, with limited areas of coyote brush scrub, coast goldenbush scrub and purple needlegrass grassland. The site also includes a few scattered coast live oaks (*Quercus agrifolia*). Surrounding land uses include undeveloped land to the south, east, and north, and residential development to the west.

#### 4. VEGETATION MAPPING AND SURVEYS

GLA biologists conducted vegetation mapping on June 18, 2020 in accordance with the MCV II for the entire 40.26 acres. Table 1 summarizes the vegetation descriptions for the areas within the 13.84 acres that will be transferred from the County and Habitat Reserve to the City (Deleted Parcel) for incorporation into the expanded park. A vegetation map of the parcel that will be transferred from the County and Habitat Reserve to the City is provided as Exhibit 3.

The vegetation alliances on the Deleted parcel are described below. The 13.84-acre parcel supports very limited native habitat as described below with 89-percent of the vegetation cover consisting of non-native black mustard with and understory of non-native grasses such as wild oats, ripgut brome and hare barley. Focused surveys did not detect the coastal California gnatcatcher within the 13.84-acre parcel.

##### ***Baccharis pilularis* SHRUBLAND ALLIANCE – COYOTE BRUSH SCRUB**

Coyote brush (*Baccharis pilularis*) scrub accounts for approximately 0.39 acre throughout the 13.84-acre parcel. In these areas, coyote brush covers over 50 percent of the shrub layer; however, other occurring species include pampas grass and summer mustard. This vegetation cover is part of the *Baccharis pilularis* Shrubland Alliance which has a G5 S5 rarity ranking. This rarity ranking is defined as secure in both its global and California range.

##### ***Baccharis salicifolia* SHRUBLAND ALLIANCE – MULEFAT THICKETS**

Primarily in the lower portion of Drainage A, approximately 0.31 acre consists of mulefat (*Baccharis salicifolia*) thickets. According to the MCV II, these areas fit the *Baccharis salicifolia* Shrubland Alliance which has a rarity ranking of G5 S4 which is defined as secure within and outside of California. Other co-occurring species include coyote brush and summer mustard.

##### ***Brassica (nigra)* and Other Mustards SEMI-NATURAL HERBACEOUS STANDS – UPLAND MUSTARDS**

Disturbed areas dominated by invasive, non-native upland mustard species (*Hirschfeldia incana* and *Brassica nigra*) account for approximately 12.35 acres throughout the 13.84-acre parcel and accounting for 89-percent of the vegetative cover in the parcel. These vegetation alliances belong to the *Brassica (nigra)* and Other Mustards Semi-Natural Herbaceous Stands classification in the MCV II.

***Cortaderia (jubata, selloana)* SEMI-NATURAL HERBACEOUS STANDS– PAMPAS GRASS PATCHES**

Approximately 0.03 acre in Drainage A consists of a patch of pampas grass (*Cortaderia selloana*). This highly invasive vegetation cover belongs to the *Cortaderia (jubata, selloana)* Semi-Natural Herbaceous Stands – Pampas grass patches classification in the MCV II.

***Nasella pulchra* HERBACEOUS ALLIANCE – PURPLE NEEDLE GRASS GRASSLAND**

Approximately 0.22 acre immediately south Drainage A consists of areas where purple needle grass exceeds 10-percent cover in the herb layer. Other species in this layer are primarily upland mustard species or non-native grasses and a few native herbs such as golden stars (*Bloomeris crocea*). This vegetation cover meets the membership rules for the *Nasella pulchra* Herbaceous Alliance – Purple needle grass grassland, which has a rarity ranking of G4 S3? which is defined as globally secure, but vulnerable throughout its range at the state level.

***Quercus agrifolia* WOODLAND ALLIANCE – COAST LIVE OAK WOODLAND**

Approximately 0.12 acre within Drainage A consists of areas where coast live oak exceeds 50% relative cover in the tree canopy. Other species in these areas include mulefat, coyote brush, stinging nettle, and cattail. This native vegetation cover is part of the *Quercus agrifolia* Woodland Alliance – Coast live oak woodland, which has a rarity ranking of G5 S4 which is defined as secure within California.

***Rhus integrifolia* SHRUBLAND ALLIANCE – LEMONADE BERRY SCRUB**

Approximately 0.02 acre along the easternmost reach of Drainage A consists of areas where lemonade berry exceeds 50-percent relative cover in the shrub layer. This native vegetation cover is part of the *Rhus integrifolia* Shrubland Alliance – Lemonade berry scrub, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Salix lasiolepis* SHRUBLAND ALLIANCE – ARROYO WILLOW THICKETS**

Approximately 0.04 acre within Drainage A consists of areas where arroyo willow exceeds 50% relative cover or 20-percent absolute cover in the shrub or tree canopy. Other species in these areas include mulefat, coyote brush, and stinging nettle. This native vegetation cover is part of the *Salix lasiolepis* Shrubland Alliance – Arroyo willow thickets, which has a rarity ranking of G4 S4 which is defined as secure throughout its range.

***Sambucus nigra* SHRUBLAND ALLIANCE – BLUE ELDERBERRY STANDS**

Approximately 0.02 acre in Drainage A consists of areas where blue elderberry exceeds 50% cover in the shrub layer. This native vegetation cover is part of the *Sambucus nigra* Shrubland Alliance – Blue elderberry stands, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Disturbed Lands***

Disturbed lands account for 0.34 acre near the northern property boundary associated with a staging area used by city faculty. These areas are predominantly bare dirt roads with occasional ornamental trees.



<b>Table 1. Summary of Vegetation on 13.84-Acre Deleted Parcel</b>		
<b>Vegetation Type</b>	<b>MCV II</b>	<b>Total (acres)</b>
<i>Baccharis pilularis</i> Shrubland Alliance – Coyote brush scrub	S5	0.39
<i>Baccharis salicifolia</i> Shrubland Alliance – Mulefat thickets	S4	0.31
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	12.35
<i>Cortaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Pampas grass patches	NA	0.03
<i>Nasella pulchra</i> Herbaceous Alliance – Purple needle grass grassland	S3?	0.22
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	0.12
<i>Rhus integrifolia</i> Shrubland Alliance – Lemonade berry scrub	S3	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	0.04
<i>Sambucus nigra</i> Shrubland Alliance – Blue elderberry stands	S3	0.02
Disturbed Areas	NA	0.34
<b>Total</b>		<b>13.84</b>

## 5. ADDITION TO RESERVE

The City has identified three locations under City ownership that will be dedicated to the County of Orange for incorporation into the Habitat Reserve, totaling 17.58 acres, of which 12.74 acres of coastal sage scrub, 2.88 acres of coast live oak woodland, 0.09 acre of western sycamore woodland, and 1.08 acre of willow riparian forest. For purposes of this Minor Amendment the parcels are referred to as the Northerly Parcel, Site C Coastal Sage Scrub Parcel. And the Site C Mixed Vegetation Parcel. Each is described below and summarized in Table 2 below.

It is important to note that while the Deleted Parcel is predominately non-native habitat consisting of black mustard accounting for 89-percent of the 13.84 acres, the lands that will be added to the reserve, totaling 17.58 acres supports 16.82 acres of native habitat or 95.6-percent. Thus, the loss of 1.12 acres of native habitat will be replaced with 16.82 acres of native habitat and the loss of 0.39 acre of CSS will be replaced with 12.74 acres of CSS. A brief description of the lands to be added to the Habitat Reserve are provided below and summarized in Table 2.

### Northerly Parcel

The Northerly Parcel is north of Curtis Park (Exhibit 5), is somewhat linear in shape and occurs immediately adjacent to the existing Habitat Reserve. The Northerly Parcel covers approximately 13.88 acres and consists largely of coastal California sagebrush (10.81 acres),

coast live oak woodland (2.88 acres), non-native grassland (0.17 acre) and 0.02 acre of earthen trail. GLA identified three coastal California gnatcatcher locations during site reconnaissance and vegetation mapping; however, protocol surveys were not performed.

<b>Table 2: Summary of Vegetation to be Added to Reserve</b>		
<b>Vegetation Type</b>	<b>MCV II</b>	<b>Total (acres)</b>
<b>13.88-Acre Northerly Parcel</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	S4	10.81
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	2.88
Non-Native Grassland	NA	0.17
Disturbed or Developed	NA	0.02
<b>Subtotal for Northerly Parcel</b>		<b>13.88</b>
<b>2.16-Acre CSS Area</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	1.90
<i>Platanus racemosa</i> Woodland – Western Sycamore Woodland	NA	0.09
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	0.17
<b>Subtotal for 2.16 Acre CSS Area</b>		<b>2.16</b>
<b>1.54-Acre Site C Mixed Riparian and CSS</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	0.01
<i>Cortaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Pampas grass patches	NA	0.19
Mixed Scrub	NA	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	1.08
<i>Typha (angustifolia, domingensis, latifolia)</i> Herbaceous Alliance – Cattail marshes	S5	0.03
Trail	NA	0.21
<b>Subtotal for Site C Mixed Riparian and CSS</b>		<b>1.54</b>
<b>Total</b>		<b>17.58</b>

**Site C Mixed Riparian and CSS**

The Site C Riparian and CSS area covers 1.54 acres and includes areas proposed for habitat restoration, specifically, areas that currently support dense thickets of pampas grass (Exhibit 6). The area also supports 1.08 acre of arroyo willow thickets that have the potential to support least Bell's vireo which were identified during protocol surveys for the project.

**Site C Coastal Sage Scrub Area**

The Site C Coastal Sage Scrub area is south of Robert A. Curtis Park just west of the Arroyo Trabuco Golf Course (Exhibit 7). The site consists largely of California sagebrush dominated CSS with 0.09 acre of western sycamore and 0.17 acre of black mustard. During work for the Arroyo Trabuco golf course, GLA detected coastal California gnatcatchers in this area, which contains areas of suitable CSS.

**6. IMPACTS TO TARGET AND IDENTIFIED SPECIES****Deleted Parcel**

As noted above, the Deleted Parcel supports a predominance of non-native mustards and annual grasses and only 0.39-acre of coyote brush scrub CSS. Protocol surveys for the CAGN in 2021 did not detect CAGN on the site or immediately adjacent to the site so there would be no impacts to CAGN. The Biological Technical Report prepared for the project did not identify any other listed or special-status species within the 13.84 acre Deleted Area. Thus, there would be no impacts to listed or other special-status species associated with the transfer of land to the City of Mission Viejo from the Habitat Reserve.

**Added Parcels*****13.88-Acre Northerly Parcel***

As noted above, during site reconnaissance and vegetation mapping for the 13.88-acre Northerly Parcel three occurrences of the CAGN were detected within the 10.81 acres of CSS. Transfer of this land to the Habitat Reserve would result in a net increase in CSS occupied by the CAGN.

***1.54-Acre Site C Mixed Riparian and CSS***

As noted above, least Bell's vireo was observed within the 1.54-acre parcel that will be transferred to the County from the City. This parcel will be subject to habitat restoration efforts including removal of invasive pampas grass and reestablishment of arroyo willow and mulefat scrub in conjunction with preservation of 1.08-acre of arroyo willow forest, resulting in a net increase of suitable habitat for least Bell's vireo in the Habitat Reserve.

***Site C 2.16-Acre CSS Area***

As noted above during biological surveys for the Arroyo Trabuco Golf Course, CAGN were observed in the general vicinity of the 2.16-acre CSS area associated with the City's Site C. The area is dominated by California sagebrush CSS and is presumed to be occupied by CAGN.

**CONSISTENCY WITH HABITAT CONSERVATION PLAN  
MINOR AMENDMENT CRITERIA**

**7. EFFECTS ON COVERED HABITATS**

Three “covered habitats” will be affected by the proposed amendment, including CSS, Oak Woodland, and Willow Riparian Woodland. The proposed amendment will result in the loss of 0.39-acre of coyote brush dominated CSS, with a corresponding addition of 12.74 acres of California sagebrush dominated CSS for a net increase of 12.35 acres of CSS habitat. Therefore, the proposed amendment complies with the Criteria for CSS (i.e., no reduction in the acreage of covered habitat).

The proposed amendment will also impact 0.12 acre of coast live oak woodland. The proposed amendment would include the addition of 2.88 acres of coast live oak woodland associated with the Northerly Parcel resulting in a net increase of 2.76 acre of coast live oak woodland within the Habitat Reserve.

The proposed amendment would impact 0.04 acre of arroyo willow riparian habitat and 0.31 acre of mulefat scrub for a total impact of 0.35 acre of riparian habitat. The transfer of land from the City of Mission Viejo to the County for incorporation into the Habitat Reserve would result in the addition of 1.08 acre of arroyo willow riparian habitat for a net increase of 0.73 acre of riparian habitat within the Habitat Reserve.

**8. EFFECTS ON TARGET AND IDENTIFIED SPECIES**

Based on the survey information for the Robert A. Curtis project, there will be an increase in the number of CAGN (estimated 3 to 4 occurrences) within the Habitat Reserve with adoption of this proposed Minor Amendment. There would also be a net increase of 12.35 acres of CSS in the Habitat Reserve, increasing the overall carrying capacity of the Habitat Reserve for the CAGN. There would be a small increase of riparian habitat within the Habitat Reserve and the potential for one additional occurrence by least Bell’s vireo. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain the number of identified occurrences by target species within the Reserve.

**9. NET IMPACT ON THE SIZE OF THE RESERVE**

The proposed Minor Amendment would result in a net increase in the size of the Reserve of 3.74 acres. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain or increase the size of the Reserve. It is important to note that when the net change in covered habitats is considered, the difference is a net increase of 15.80 acres, as summarized in Table 3. This is because much of the deleted land exhibits land cover by non-native species such as black mustard stands, which exhibits lower habitat values than the coastal sage scrub, oak woodland, and willow riparian habitat that will replace the non-native land cover types.

**Table 3: Net Change by Acreage for Covered Habitat Types**

Covered Habitat Type	Deleted Covered Habitat From Reserve	Added Covered Habitat to Reserve	Net Change Covered Habitat within Reserve
Coastal Sage Scrub	-0.39 acre	12.74 acres	+12.35 acres
Oak Woodland	-0.12 acre	2.88 acres	+2.76 acres
Riparian Habitat	-0.39 acre	1.08 acres	+0.69acre
<b>Total</b>	<b>-0.90 acre</b>	<b>16.70 acres</b>	<b>+15.80 acres</b>

## 10. NET CHANGE IN CONSERVATION VALUE OF COVERED HABITAT

Table 3 identifies the covered habitats within the Added and Deleted Parcels associated with the proposed Minor Amendment. As noted above, areas of CSS to be added to the Habitat Reserve include three occurrences for the coastal California gnatcatcher and would thus result in a net increase in both suitable habitat and the number of gnatcatchers in the Habitat Reserve. Similarly, there would be a small net increase in riparian habitat suitable for least Bell's vireo and the addition of one occurrence based on protocol surveys in 2021.

In addition to the 13.88-acre parcel to the north of Lower Curtis Park, the City proposes to dedicate as open space, the 11.66 acres between the 13.88-acre parcel that will be added to the Habitat Reserve and Lower Curtis Park. The area would be dedicated through a deed restriction or similar instrument. While the County declined to accept this area for addition to the Habitat Reserve, the area includes Physical and Biological Features (PBFs) typically associated with designated Critical Habitat including PBF-1 such as coyote brush and mulefat scrub and willow forest along with areas consistent with PBF-2, such a black mustard. In addition to the habitat functions provided by this area, the area will also provide buffer functions between areas of existing development and the Habitat Reserve.

## 11. IMPACT ON BIOLOGICAL CONNECTIVITY

Trabuco Creek is a major drainage course within a north-to-south trending canyon known as the Arroyo Trabuco that drains the foothills of the Santa Ana Mountain and drains to the Pacific Ocean. Within the vicinity of the project site, extending upstream to Santa Margarita Parkway and downstream to Interstate 5, widths of the Arroyo Trabuco, from canyon rim to rim or from other features such as residential development or golf courses, range from over 3,000 feet to approximately 1,500 feet with riparian habitat lining the drainage course that is several hundred feet wide in most areas with coastal sage scrub and grasslands on the adjacent slopes and terraces. The Arroyo Trabuco narrows immediately south of the Arroyo Trabuco Golf Course south of the two Site C dedication areas and is also constrained by Interstate 5 where the Trabuco Creek is conveyed under the freeway by a culverted crossing.

In vicinity of Curtis Park, accounting for the developed portions of the existing park, the Arroyo Trabuco ranges from approximately 2,000 to 2,300 feet wide consisting of a broad riparian canopy ranging between 300 and 600 feet wide. Construction of the park extension will reduce

the width of the undeveloped area from about 2,200 feet in width to approximately 1,600 feet in width, which will then be expanded to about 1,800 feet with restoration of the lower park slopes with coastal sage scrub habitat covering approximately five acres. The addition of five acres of coastal sage scrub on the lower slopes of Lower Curtis Park, will provide enhanced connectivity and live-in/breeding habitat within the Arroyo Trabuco for the coastal California gnatcatcher immediately adjacent to the Habitat Reserve. Thus, following development and restoration on the slopes between the park and the Arroyo Trabuco, the habitat corridor in this area will be approximately 1,800 feet which is typical of widths of the Arroyo Trabuco upstream and downstream of the project site. Given these factors, the proposed Minor Amendment will not negatively impact biological connectivity within the Habitat Reserve.

## **12. IMPACT ON THE RESERVE CONFIGURATION**

The proposed Minor Amendment will not negatively impact the configuration of the Reserve. Specifically, the overall configuration of the Habitat Reserved will be largely unchanged. As noted, The Minor Amendment would increase the overall size of the Habitat Reserve by 3.74 acres with a notable increase of Covered Habitats by 15.80 acres of which 12.35 acres consists of coastal sage scrub, occupied by the coastal California gnatcatcher, increasing the overall carrying capacity of the Reserve for this species.

## **13. LAND MANAGEMENT**

### **County Responsibilities for Habitat Reserve**

The City of Mission Viejo is the current landowner of the Added Parcels. The County of Orange is the current landowner of the Habitat Reserve lands that will be transferred to the City of Mission Viejo from the County of Orange for the park expansion.

The County of Orange currently acts as the land manager for areas within the Arroyo Trabuco, and it is anticipated that the County of Orange will serve as the land manager of the Added Parcels following conveyance to the County of Orange.

### **City Responsibilities for Areas Outside of Habitat Reserve'**

Following the land swap, Lower Curtis Park will be adjacent to the Habitat Reserve as will the 11.66-acre parcel to be dedicated as open space to enhance the biological functions of the Habitat Reserved within the Arroyo Trabuco. The responsibilities of the City of Mission Viejo regarding potential indirect impacts associated with the construction and operation of Lower Curtis Park are addressed below and include potential impacts from noise, lighting, and trash.

#### ***Noise Impacts***

The area adjacent to Lower Curtis Park support only limited areas of native vegetation that could be used for breeding by the coastal California gnatcatcher or least Bell's vireo. Nevertheless, prior to grading within 300 feet of coastal sage scrub or riparian habitat capable of supporting the

coastal California gnatcatcher or least Bell's vireo a biologist familiar with these species will conduct pre-construction surveys for any grading that is to be conducted during the avian nesting season (February 15 – August 15 for the gnatcatcher and March 15 – August 15 for least Bell's vireo to determine presence/absence within 300 feet of the proposed grading. Should either species be detected within 300 feet, the City will contact USFWS to determine appropriate measures to ensure that no take of federally listed species occurs during construction.

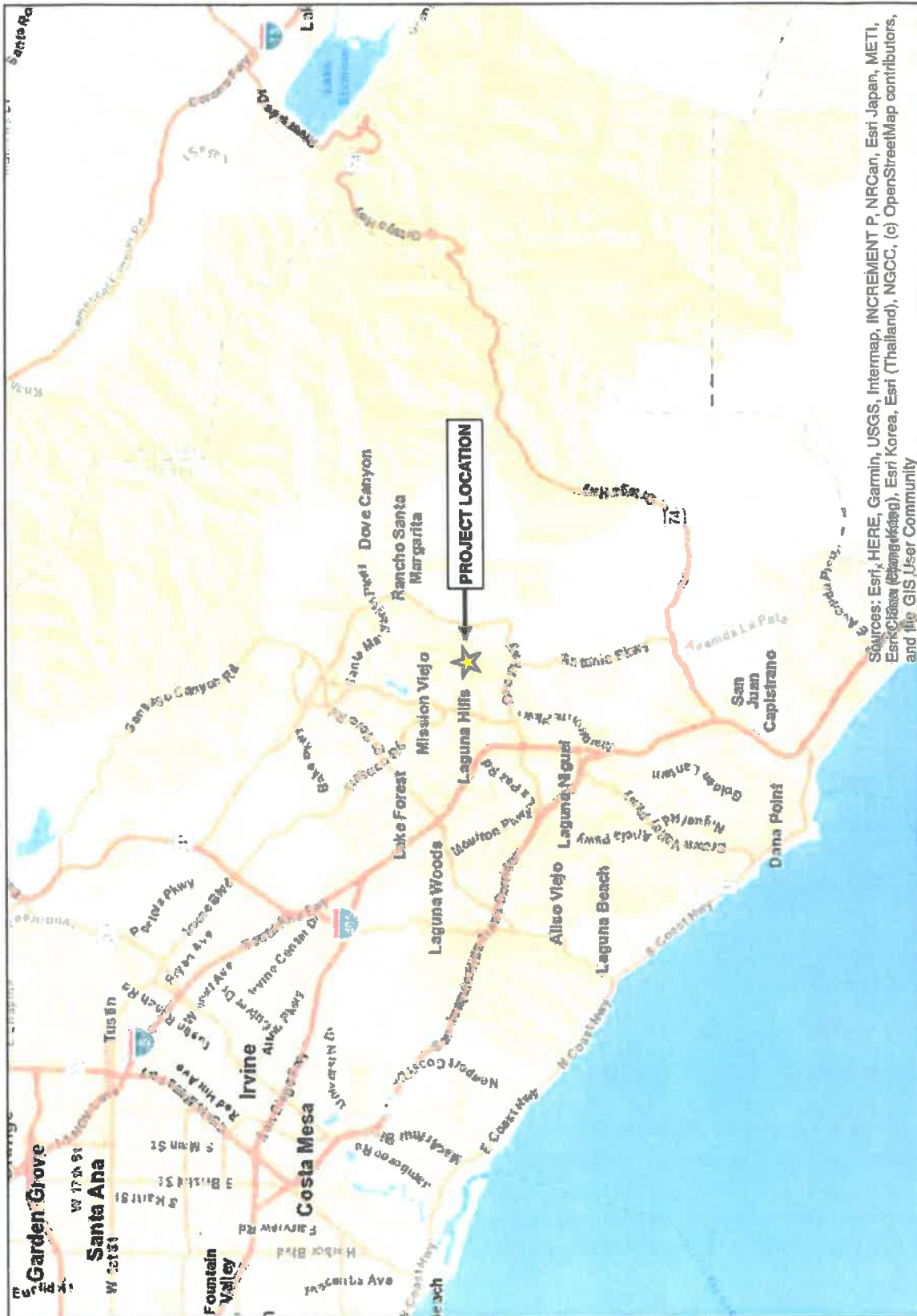
***Lighting***

Final design of Lower Curtis Park including the proposed regulation-sized ballfields has not been completed. Thus, lighting plants have not been completed and the potential for night lighting for the ball fields has not been determined. Prior to construction of the ball fields, the City of Mission Viejo will submit to USFWS lighting plans for the park. If night lighting for the ball fields is included in the final design Lower Curtis Park, the City shall submit the plans to USFWS with an analysis of the potential impacts of the lighting of the Habitat Reserve by a qualified biologist.

***Trash***

Prior to opening of Lower Curtis Park, the City of Mission Viejo will submit to USFWS for review, the design of trash receptacles that would include design features that would prevent wildlife from accessing the trash.

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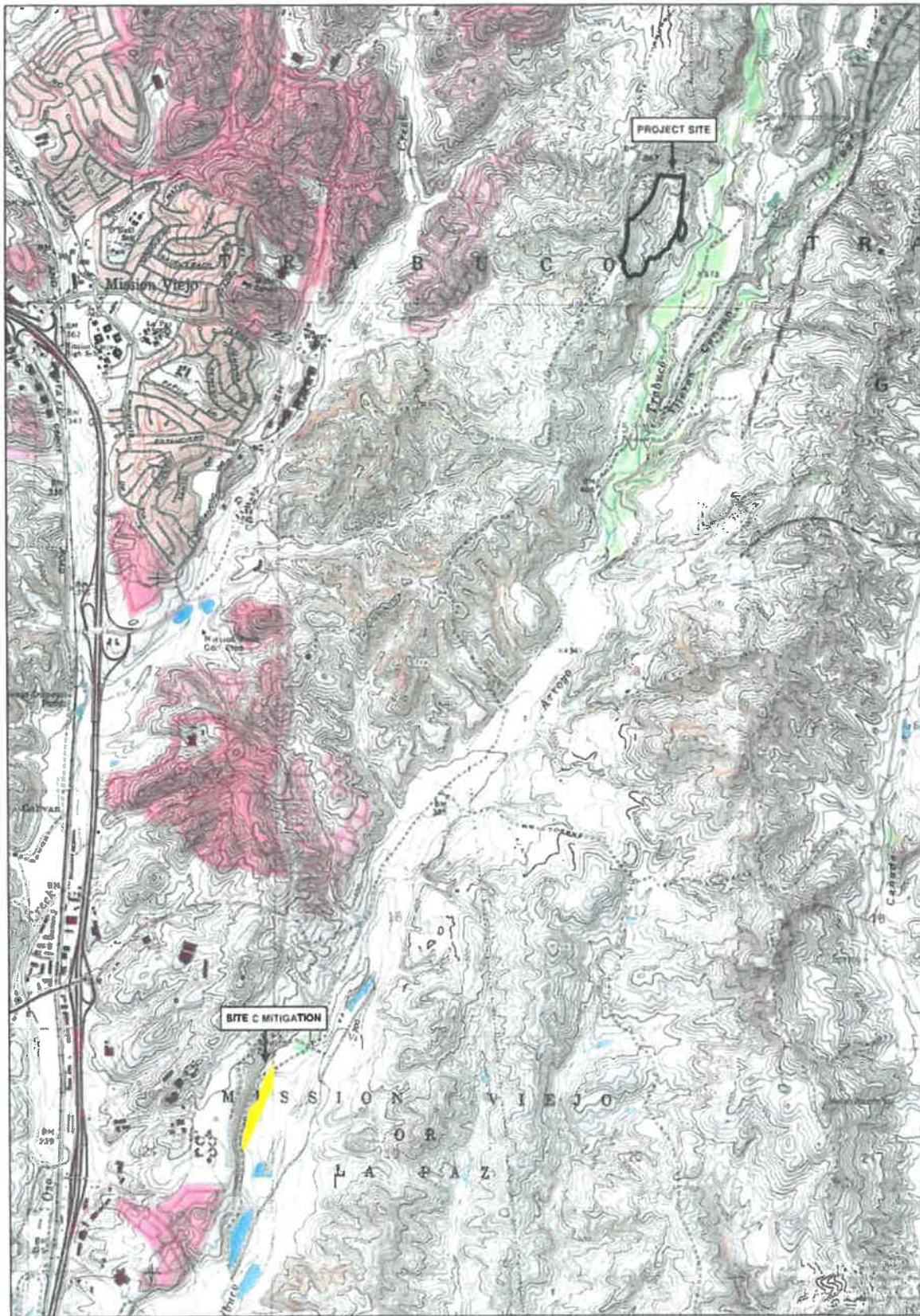
GLENN LUKOS ASSOCIATES

Exhibit 1

LOWER CURTIS PARK EXPANSION

Regional Map





 Project Site

 Site C Mitigation



0 1,000 2,000 4,000  
Feet

1 inch = 2,000 feet

**LOWER CURTIS  
PARK EXPANSION**

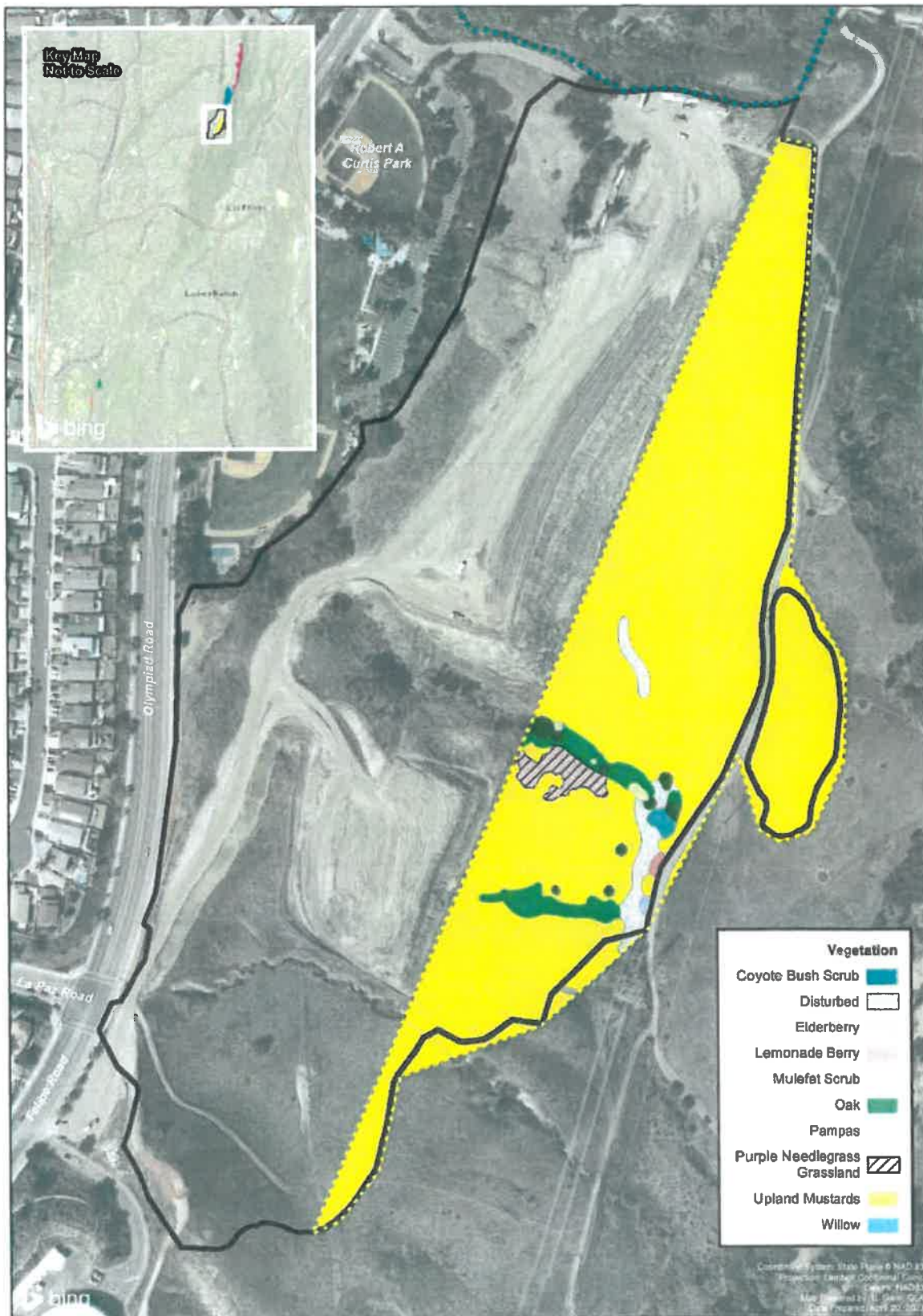
Vicinity Map

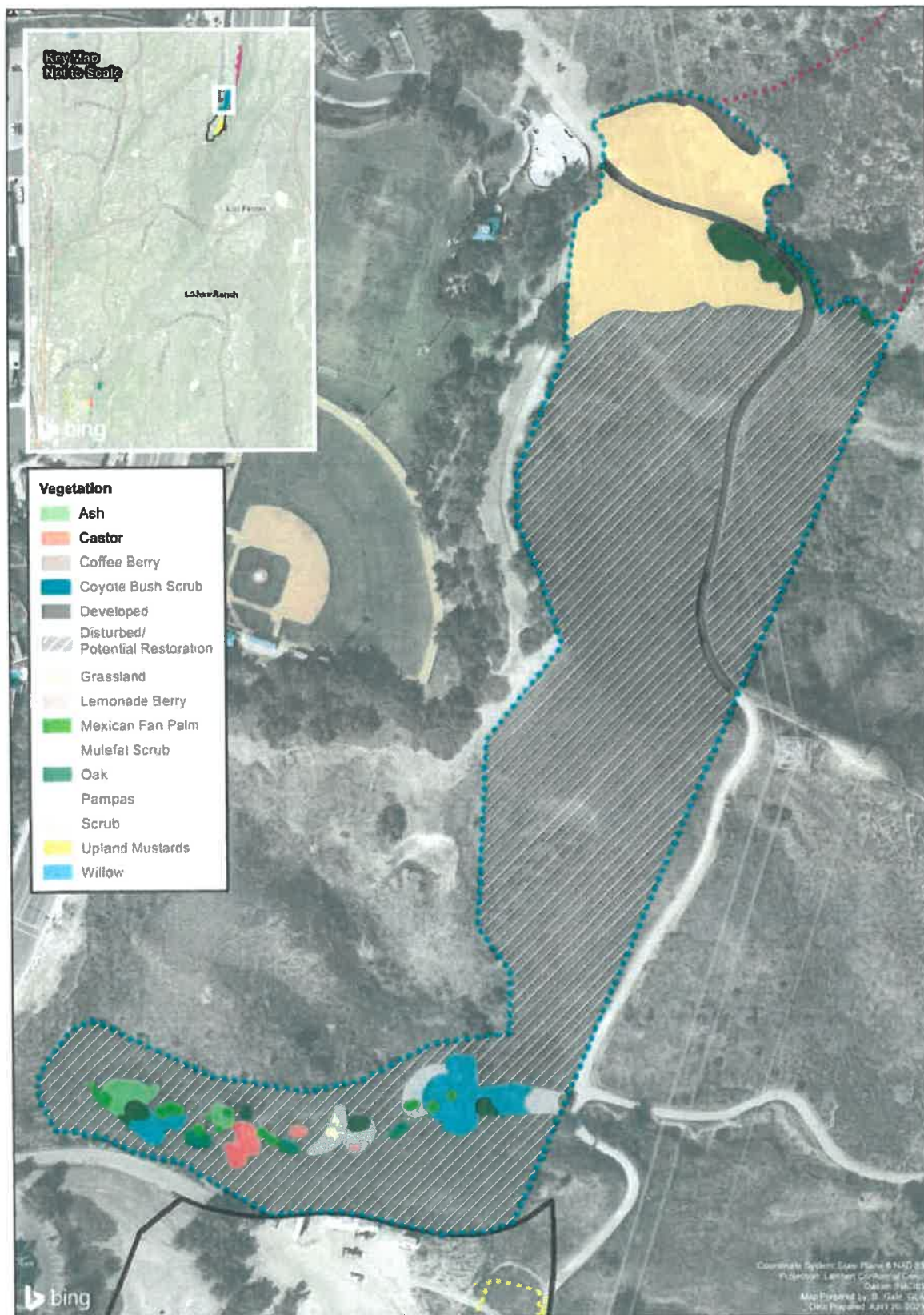
**GLENN LUKOS ASSOCIATES**

Exhibit 2

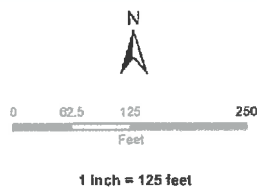
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- Project Site**
- Land Swap Areas**
- 13.84-acre County to City
  - 11.66-acre City Protected
  - 13.88-acre City to County
  - 1.54-acre City to County
  - 2.16-acre City to County



**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Vegetation Map

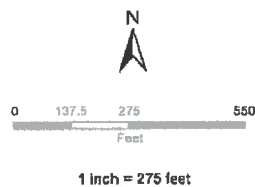
**GLENN LUKOS ASSOCIATES**

Exhibit 4





- Project Site**
- Land Swap Areas**
- 13.84-acre County to City
  - 11.66-acre City Protected
  - 13.88-acre City to County
  - 1.54-acre City to County
  - 2.16-acre City to County

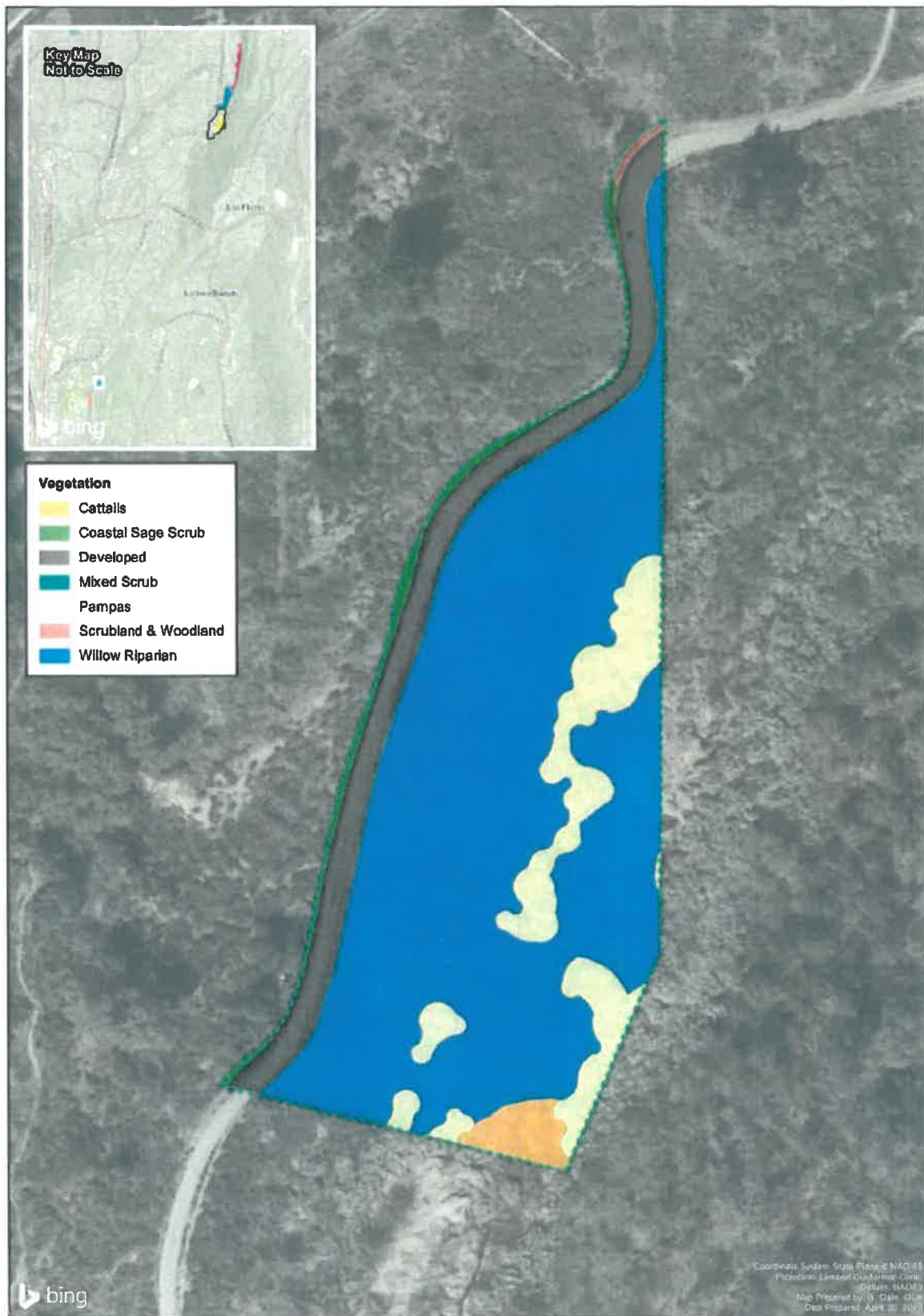


**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Vegetation Map

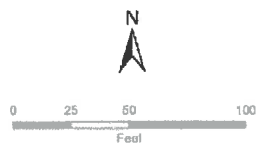
**GLENN LUKOS ASSOCIATES**

Exhibit 5





- Project Site**
- Land Swap Areas**
- 13.84-acre County to City
  - 11.66-acre City Protected
  - 13.88-acre City to County
  - 1.54-acre City to County
  - 2.16-acre City to County



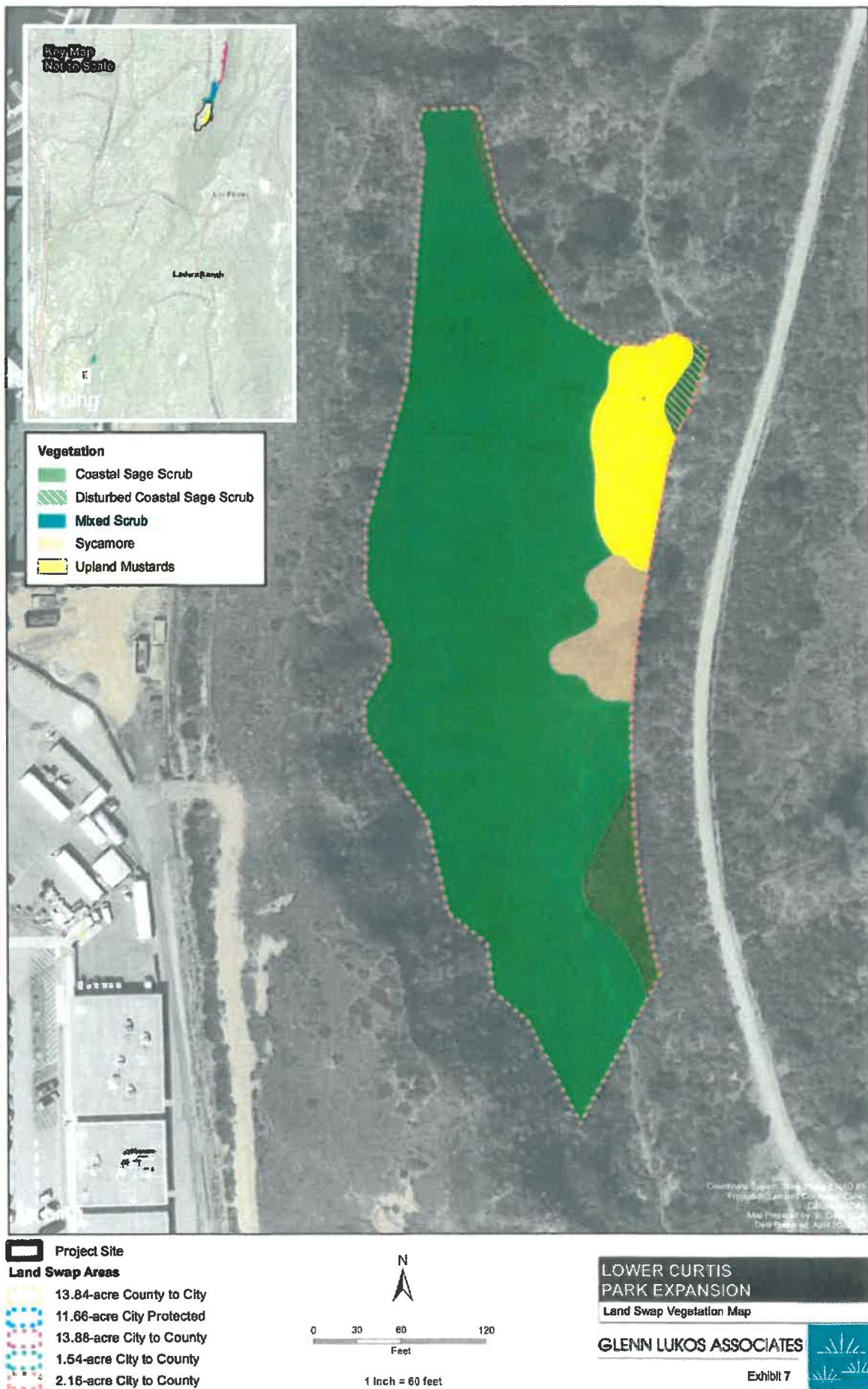
**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Vegetation Map

**GLENN LUKOS ASSOCIATES**

Exhibit 6









**United States Department of the Interior**

**U.S. FISH AND WILDLIFE SERVICE**

Ecological Services  
Carlsbad Fish and Wildlife Office  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008



In Reply Refer to:  
23-0099757\_HCP-AMD\_OR

July 3, 2023  
*Sent Electronically*

Brian Kurnow  
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Orange County Parks  
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Irvine, California 92602

Mark Chagnon  
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City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691

**Subject:** Minor Amendment to the Orange County Southern Subregion Habitat Conservation Plan for the Lower Curtis Park Expansion Project, Orange County, California

Dear Brian Kurnow and Mark Chagnon:

This letter is in response to the June 27, 2023, request from the County of Orange (County) for a Minor Amendment to remove a 13.84-acre parcel from the Orange County Southern Subregion Habitat Conservation Plan (HCP) Habitat Reserve (Reserve), and add a 13.88-acre parcel, a 1.54-acre parcel, and a 2.16-acre parcel to the Reserve to accommodate the Lower Curtis Park Expansion Project (project). We received the final version of the proposed minor amendment on April 21, 2023 (GLA 2023).

**Project Description**

The project proposes to expand the existing Robert A. Curtis Park in the City of Mission Viejo (City) to cover an additional 40.26 acres by creating a graded pad below the existing park site to accommodate additional sports fields and/or general use areas. The 40.26-acre expansion area currently consists of 26.42 acres of City-owned lands and 13.84 acres of County-owned Reserve lands (Figure 1). The project will also include an access road, drainage improvements, a water quality basin, and temporary landscaping to protect slope areas and prevent erosion. Final design of Lower Curtis Park, including proposed regulation-sized ballfields has not yet been completed.

### Changes to the Reserve

The Implementation Agreement (Section 15.4, p. 72) for the HCP provides the following guidance regarding minor amendments: “Minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve acreage and no long-term net loss of subregional habitat value.” The proposed minor amendment will result in removal of 13.84 acres of County-owned land from the Reserve that will be incorporated into the project footprint. The 13.84-acre County-owned parcel is located in Arroyo Trabuco and consists of about 0.43 acres of native upland scrub, 0.22 acres of native grassland, 0.35 acres of riparian scrub, 0.12 acres of oak woodland, and 12.72 acres of non-native vegetation. The project site, including the County-owned parcel, is known to support dispersal of Covered Species under the HCP, including the coastal California gnatcatcher (*Poliptila californica californica*, gnatcatcher), but protocol surveys did not detect any gnatcatcher nesting.

To offset the removal of the 13.84-acre parcel, the City will add a 13.88-acre parcel (Northerly Parcel), a 1.54-acre parcel (Site C Mixed Riparian Parcel), and a 2.16-acre parcel (Site C Coastal Sage Scrub Parcel) to the Reserve (17.58 acres total). The Northerly Parcel is a linear strip of land located north of the project site and adjacent to the existing Reserve (Figure 2). It consists of 10.81 acres of coastal sage scrub that supports gnatcatcher, 2.88 acres of oak woodland, and 0.19 acres of non-native vegetation. The Site C Mixed Riparian Parcel includes 1.11 acres of riparian habitat in Arroyo Trabuco south of the project site. About 0.19 acres of pampas grass will be restored to arroyo willow and mulefat at the Site C Mixed Riparian Parcel (Figure 3). The least Bell’s vireo (*Vireo bellii pusillus*, vireo), which is a Covered Species under the HCP, has been detected in the vicinity of the Site C Mixed Riparian Parcel. The Site C Coastal Sage Scrub Parcel is located on the southwest end of Arroyo Trabuco and consists of 1.9 acres of coastal sage scrub, 0.09 acre of sycamore woodland, and 0.17 acres of non-native vegetation (Figure 4). Gnatcatchers have been detected in the vicinity of the Site C Coastal Sage Scrub Parcel (GLA 2023).

Overall, the proposed minor amendment will result in the loss of 1.12 acres of native habitat and 12.72 acres of non-native/disturbed habitat from the Reserve. Additions to the Reserve include 17.01 acres of native habitat and 0.57 acre of non-native/disturbed habitat. The net changes to the Reserve will result in the addition of 15.89 acres of native habitat and removal of 12.15 acres of non-native/disturbed habitat. The total change to the Reserve size will be an increase of 3.74 acres (Table 1).

This portion of the Reserve in Arroyo Trabuco serves mainly as a wildlife corridor between the Reserve to the northeast and open space to the south and west in the Cities of San Clemente and San Juan Capistrano. Removal of the 13.88-acre County parcel from the Reserve will make the corridor slightly more constricted in the vicinity of the project, but the addition of the Northerly Parcel and the two Site C Parcels will protect these areas from future development and conserve the integrity of the Reserve corridor on the north and south ends of Arroyo Trabuco.



Table 1. Proposed changes to the Reserve by habitat type.

Habitat type	Removed from Reserve	Added to Reserve	Net Change to Reserve
Coastal sage scrub	0.43	12.74	+12.31
Native grassland	0.22	0	-0.22
Oak woodland	0.12	2.88	+2.76
Riparian scrub/forest	0.35	1.3*	+0.95
Sycamore woodland	0	0.09	+0.09
Non-native vegetation	12.38	0.34	-12.04
Disturbed/Developed	0.34	0.23	-0.11
<b>Total</b>	<b>13.84</b>	<b>17.58</b>	<b>+3.74</b>

\*Includes 0.19 acre of pampas grass that will be restored to riparian scrub.

#### Additional City Commitments

In addition to the Reserve additions summarized above, the City proposes to protect 11.66 acres of City-owned land as open space adjacent to the Reserve with a deed restriction or similar protective instrument (Figure 5). The 11.66-acre parcel consists of mostly non-native vegetation, but also supports coyote bush scrub, mulefat scrub, and riparian scrub. This parcel is situated just north of the project site and south of the Northerly Parcel and will serve as a buffer between existing development (Beebe Park) and the Reserve. This parcel will also contribute to the preservation of the existing wildlife corridor along Arroyo Trabuco. The City will provide a draft deed restriction or other protective instrument to the Carlsbad Fish and Wildlife Office (CFWO) for review and approval. Prior to construction of new park facilities, the City will record the CFWO-approved deed restriction or other protective instrument and provide a final copy to the CFWO. The City will also plant about 5 acres of coastal sage scrub on the Reserve-facing slopes of the project footprint, which will help maintain and enhance wildlife movement through Arroyo Trabuco. The City will provide a draft coastal sage scrub planting, monitoring, and maintenance plan to the CFWO for review and approval prior to construction of new park facilities.

It is not yet known if the ballfields in the expanded park area will require night-lighting. If there is a need for lighting, the City will provide draft lighting plans for the expanded park that minimize the impacts of artificial lighting in the Reserve to the CFWO for review and approval prior to construction of new park facilities. The City will also design trash receptacles for the expanded park area in a way that prevents wildlife from accessing trash. Trash receptacle designs will be submitted to the CFWO for review prior to construction of new park facilities.

Suitable breeding habitat for vireo and gnatcatcher is limited in the vicinity of the project footprint, and noise impacts to nesting vireos and gnatcatchers from construction are unlikely to

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occur. However, if any construction will occur within 300 feet of suitable vireo or gnatcatcher habitat during the breeding season for each species (March 15 to September 15 for vireo and February 15 to August 31 for the gnatcatcher), a qualified biologist<sup>1</sup> will conduct pre-construction surveys for vireo and/or gnatcatcher prior to initiating construction. If nesting vireos or gnatcatchers are detected within 300 feet of the project footprint, the City will contact the CFWO to determine appropriate avoidance and minimization measures.

Because the City has an ongoing source of incoming fill, the County has agreed to allow the City to begin placing fill on the County's 13.84-acre parcel before the land swap is finalized, if necessary. The County will issue a license to the City allowing access to the County parcel with the understanding that the land swap will proceed as documents are finalized and recorded. The County and/or City will provide the signed license to the CFWO prior to proceeding with impacts to the County parcel and Reserve. If the land swap does not proceed following City impacts to the Reserve, the City has committed to remove any fill and restore the parcel to existing conditions as mapped in the proposed minor amendment.

### Conclusion

We believe that the proposed project qualifies as a minor amendment to the HCP because the amendment: 1) will result in a net increase in the size of the Reserve by 3.74 acres; 2) will result in a net increase in the amount of native habitat supporting Covered Species in the Reserve, including coastal sage scrub, oak woodland, and riparian habitat by 15.89 acres; 3) will protect an additional 11.66 acres of City-owned land adjacent to the Reserve; (4) will plant 5 acres of coastal sage scrub and implement other minimization measures during construction of the expanded park project to minimize disturbance to wildlife and degradation to the adjacent Reserve; and (5) will not negatively impact connectivity within the Reserve.

Based on the consistency of this project with the guidelines for minor amendments, we concur with the approval of this proposal as a minor amendment. We thank you for the opportunity to comment on this proposal and your efforts to ensure that the proposed amendment will be a net benefit to the Reserve. Should you have any questions, please contact [Lauren Kershek](#)<sup>2</sup> of this office at 760-431-9440, extension 208.

Sincerely,

CAROL  
ROBERTS

Digitally signed by  
CAROL ROBERTS  
Date: 2023.07.03  
10:45:54 -07'00'

for Jonathan D. Snyder  
Assistant Field Supervisor

<sup>1</sup> The qualified biologist will be a trained ornithologist with at least 40 hours of independent gnatcatcher and vireo observation in the field and documented experience of at least 20 hours of locating and monitoring gnatcatcher and vireo nests. If necessary, more than one biologist may be used.

<sup>2</sup> [lauren\\_kershek@fws.gov](mailto:lauren_kershek@fws.gov)

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**Literature Cited**

[GLA] Glenn Lukos Associates, Inc. 2023. Draft County of Orange Southern Subregion Habitat Conservation Plan Boundary Minor Amendment for the Lower Curtis Park Expansion, Mission Viejo, California. Prepared for the City of Mission Viejo. April.

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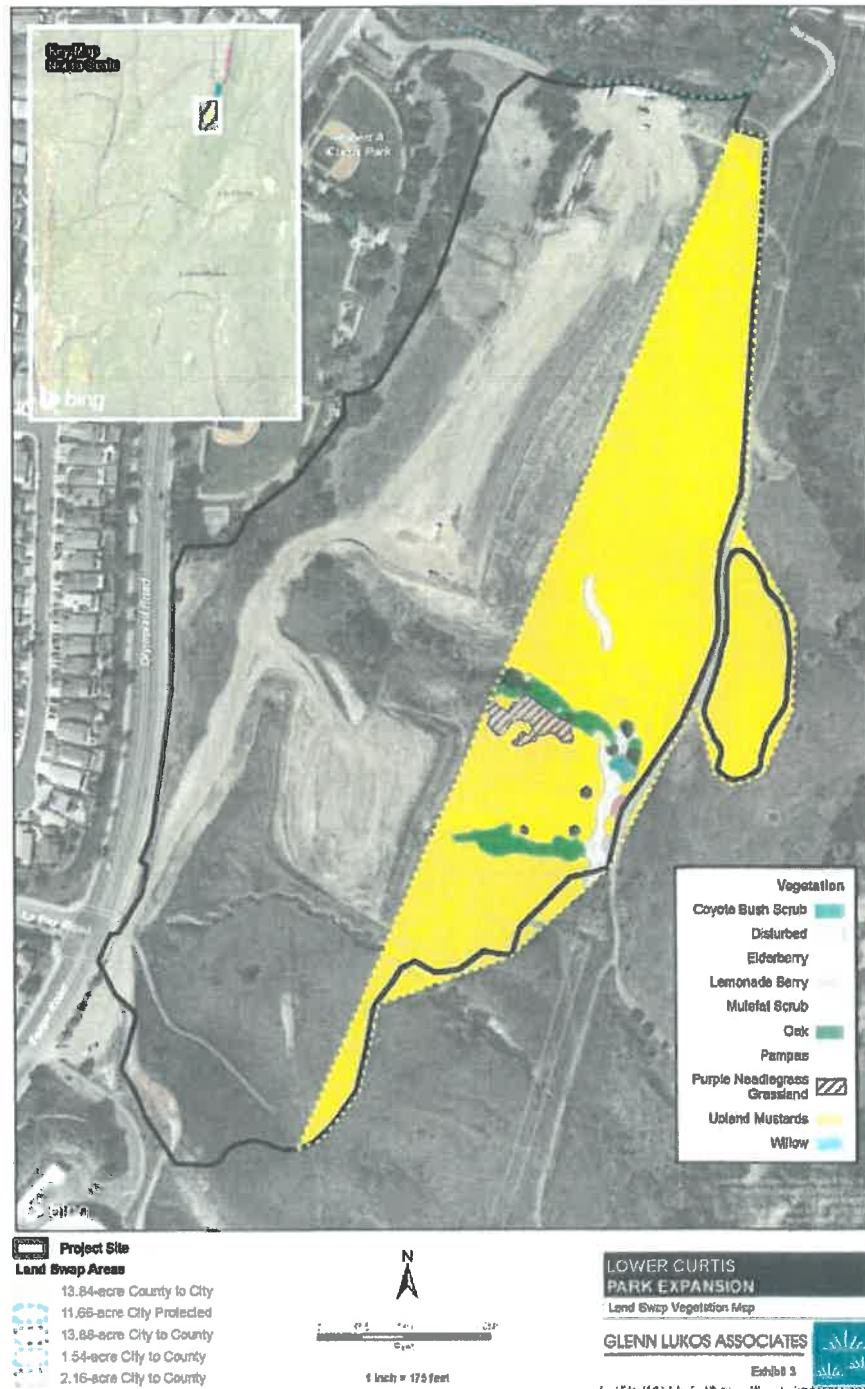


Figure 1. Project site (black outline) and County-owned 13.84-acre Reserve parcel that will be removed from the Reserve (yellow-dotted line) (GLA 2023).

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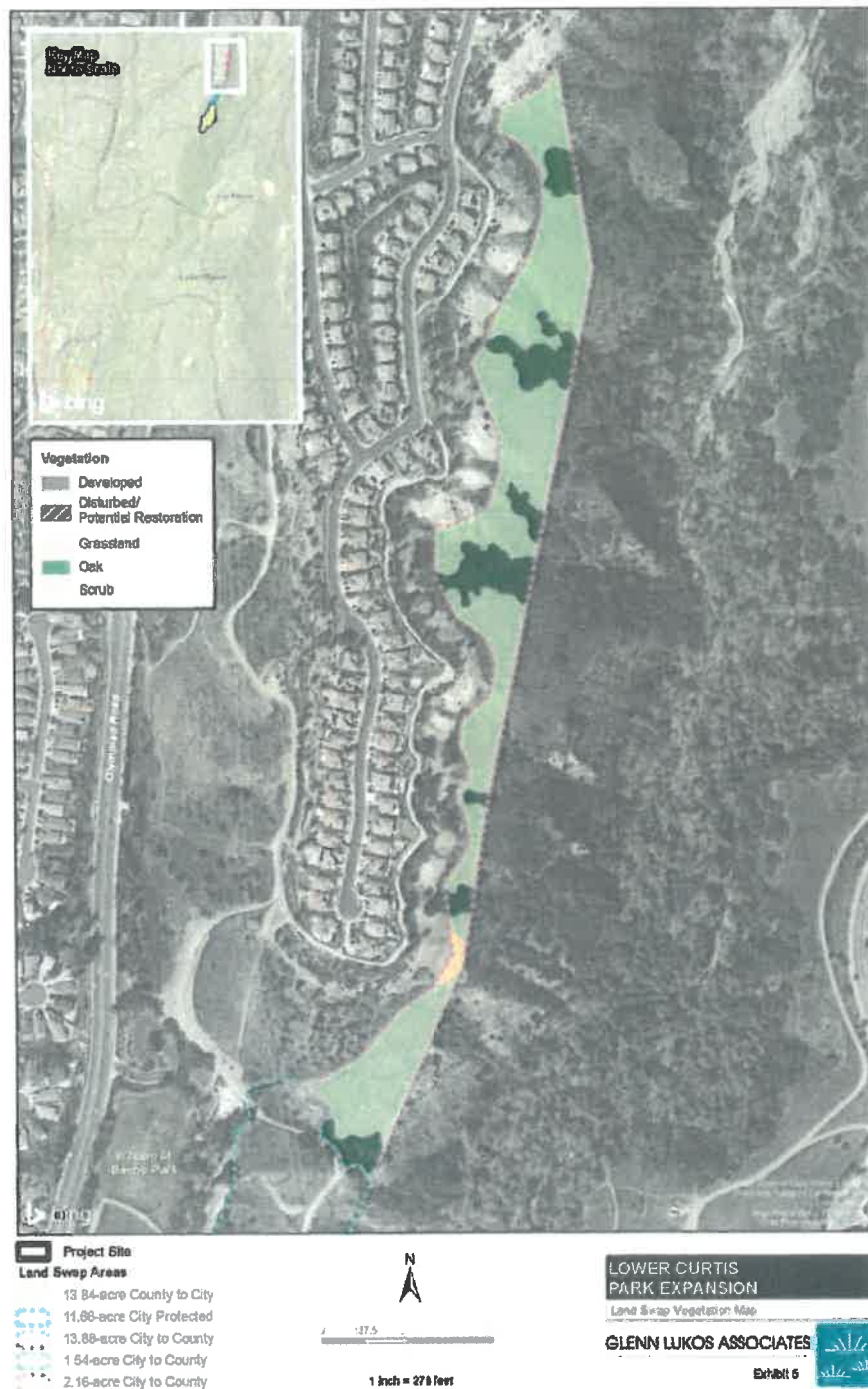


Figure 2. The 13.88-acre Northerly parcel that will be added to the Reserve to the north of project site (GLA 2023).



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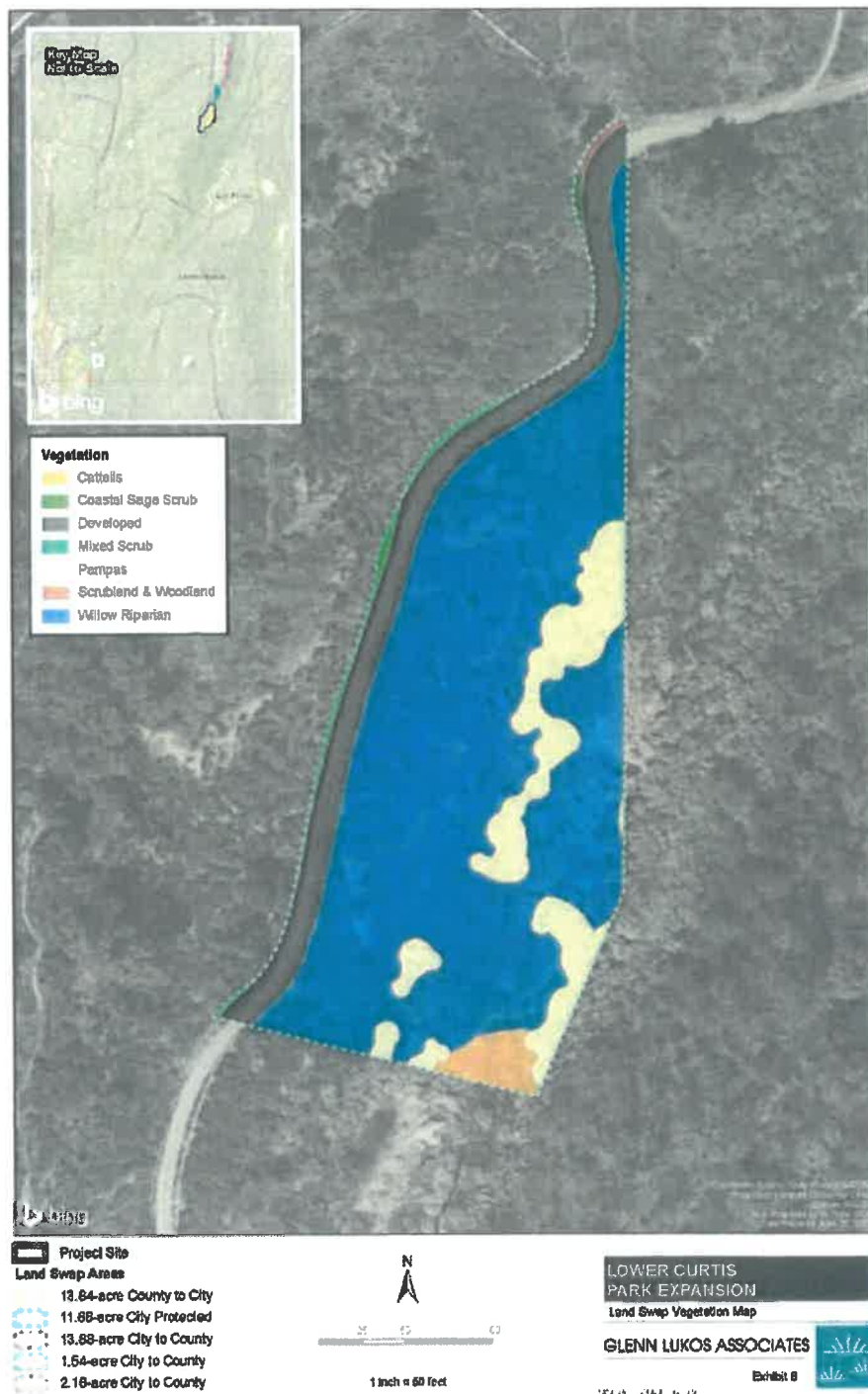


Figure 3. The 1.54-acre Site C Mixed Riparian Parcel that will be added to the Reserve to the south of the project site (GLA 2023).

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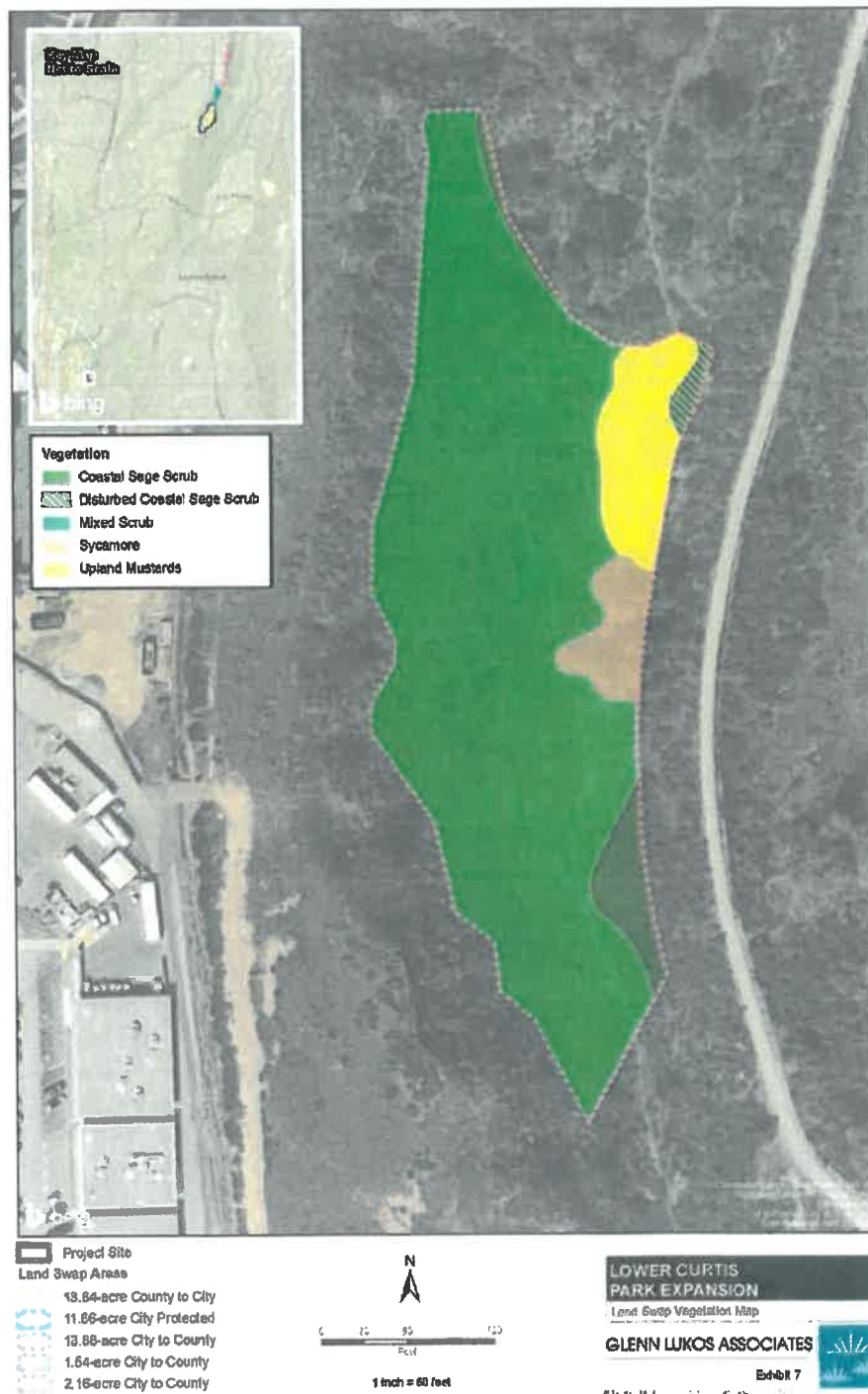


Figure 4. The 2.16-acre Site C Coastal Sage Scrub Parcel that will be added to the Reserve to the south of the project site (GLS 2023).

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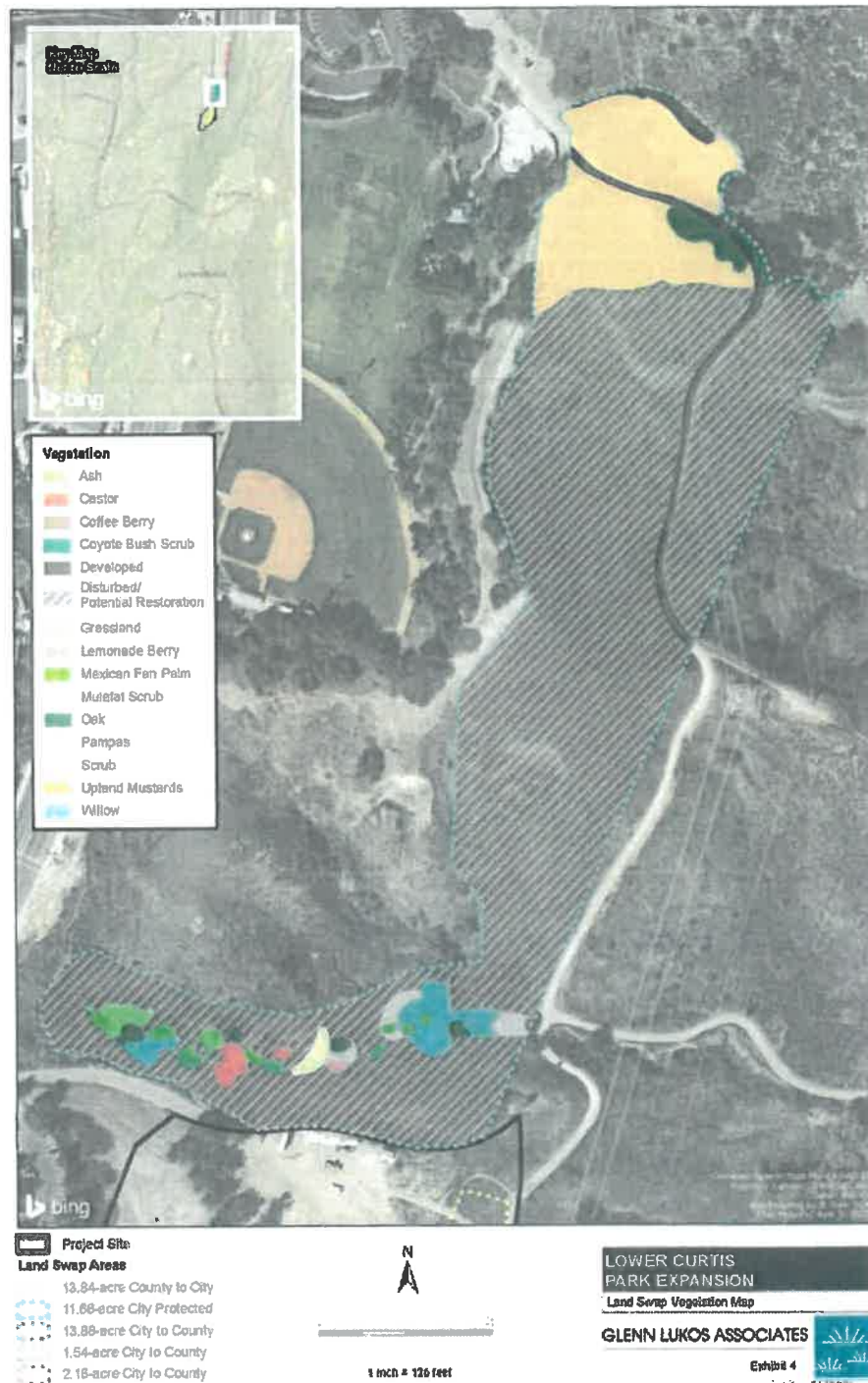


Figure 5. The 11.66-acre parcel that will be protected from development by the City north of the project site (GLA 2023).



**ATTACHMENT V**  
**Conservation Easement**

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

U.S. FISH AND WILDLIFE SERVICE  
Attn: Field Supervisor  
Address: 2177 Salk Ave,  
Suite 250  
Carlsbad, CA 92008

CITY OF MISSION VIEJO  
Attn: City Manager  
200 Civic Center  
Mission Viejo, CA 92691

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Space Above Line for Recorder's Use Only

**DECLARATION OF RESTRICTIVE COVENANTS  
Lower Curtis Park Project**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("**Restrictive Covenant**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by CITY OF MISSION VIEJO ("**Declarant**")

**RECITALS**

A. Declarant is the sole owner in fee simple of certain real property containing approximately 71.063 acres of land, located in the City of Mission Viejo, County of Orange, State of California, and designated as a Assessor's Parcel Number 786-601-01 (the "**Parcel**"). The Parcel is legally described on **Exhibit A** attached hereto and incorporated herein by this reference. The Declarant intends to grant a restrictive covenant over an 11.66-acre portion of the Parcel (the "**Protected Site**"). The Protected Site is legally described and depicted in **Exhibit B** attached to this Restrictive Covenant and incorporated in it by this reference.

B. The Protected Site possesses wildlife and habitat values of importance to the U.S. Fish and Wildlife Service (USFWS), and the people of the United States. These wildlife and habitat values comprise the "**Conservation Values**" of the Protected Site and shall not be changed or modified without the consent of both Declarant and USFWS.

C. USFWS has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law, and is the Third Party Beneficiary of this Restrictive Covenant.

D. This Restrictive Covenant provides, among other things, mitigation for certain impacts from the Lower Curtis Park Project ("**Project**") by Declarant pursuant to the USFWS concurrence letter 23-0099757\_HCP-AMD\_OR, dated July 3, 2023. The forgoing document is referred to as the "**Approval Document**."

E. This Restrictive Covenant is granted in satisfaction of the Approval Document.

F. Consistent with the terms and conditions of this Restrictive Covenant, the Protected Site is and will remain in a Natural Condition as defined herein and is intended to be preserved in its natural, scenic, open condition to maintain the Conservation Values, which are of importance to the people of the United States.

### **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

In consideration of the above recitals and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and State of California, including Fish and Game Code section 1348 and California Civil Code section 1468 and section 815 *et seq.*, Declarant hereby declares the Protected Site shall be held, transferred, conveyed, leased, occupied or otherwise disposed of, and used subject to the following restrictive covenants (and incorporating the above recitals herein by this reference), which shall run with the land, and be binding on Declarant's heirs, successors in interest, administrators, assigns, lessees, or other occupiers and users of the Protected Site, or any portion of it.

#### 1. Purpose.

(a) The purposes of this Restrictive Covenant are to (1) ensure the Protected Site will be preserved in a Natural Condition, as defined herein, in perpetuity and (2) prevent any use of the Protected Site that will impair or interfere with the Conservation Values of the Protected Site (the "**Purpose**"). Declarant intends that this Restrictive Covenant will confine the use of the Protected Site to such activities that are consistent with this Purpose, including without limitation, those involving the preservation, protection, and enhancement of native species and their habitats.

(b) The term "**Natural Condition**," as referenced in the preceding paragraph and other portions of this Restrictive Covenant, shall mean the condition of the Protected Site as it exists at the time this Restrictive Covenant is executed.

(c) Declarant represents and warrants that there are no structures or other man-made improvements existing on the Protected Site. Declarant further represents and warrants there are no previously granted easements existing on the Protected Site that interfere or conflict with the Purpose of this Restrictive Covenant as evidenced by the Preliminary Title Report updated July 28, 2022, attached hereto as **Exhibit "C."** The present Natural Condition is evidenced in part by the depiction of the Protected Site attached on **Exhibit "D."**

#### 2. Third Party Beneficiary Rights. To accomplish the Purpose of this Restrictive Covenant, Declarant hereby grants and conveys the following rights to the Third Party Beneficiary (but without obligation of the Third Party Beneficiary):

(a) The right to enter upon the Protected Site to monitor compliance with and to otherwise enforce the terms of this Restrictive Covenant; and

(b) The right to prevent any activity on or use of the Protected Site that is inconsistent with the Purpose of this Restrictive Covenant and to require the restoration of such areas or features of the Protected Site that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Restrictive Covenant; and

(c) The right to require that all mineral, air, and water rights as the Third Party Beneficiary deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Protected Site shall remain a part of and be put to beneficial use upon

the Protected Site, consistent with the Purpose of this Restrictive Covenant; and

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

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

3. Declarant's Duties. Declarant shall perform periodic monitoring of the Protected Site. Declarant, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent further development or conversion of the Protected Site beyond its existing condition, which includes an existing trail that supports passive recreation; and

(b) Comply with the terms of this Restrictive Covenant and cooperate with the Third Party Beneficiary in the protection of the Conservation Values; and

(c) Repair and restore damage to the Protected Site.

4. Prohibited Uses. Any activity on or use of the Protected Site inconsistent with the Purpose of this Restrictive Covenant is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Declarant, and its respective guests, agents, assigns, employees, representatives, successors, and third party are expressly prohibited:

(a) Supplemental or unseasonable watering;

(b) Use of herbicides, pesticides, rodenticides, biocides, fertilizers, fungicides, agricultural chemicals, or other agents; weed abatement activities, except when used to protect or enhance the Conservation Values of the Protected Site;

(c) Incompatible fire protection activities; Use of off-road vehicles and use of any other motorized vehicles except on existing roadways and as necessary to restore native plant communities;

(d) Grazing or other agricultural activity of any kind, except when used to protect or enhance the Conservation Values of the Protected Site;

(e) Recreational activities, aside from the use of the existing regional trail on site for passive recreation (i.e., hiking, horseback riding, mountain biking);

(f) Residential, commercial, retail, institutional, or industrial structures or uses;

(g) Any legal or de facto division, subdivision or partitioning of the Protected Site, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(h) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, road, wireless communication cell towers, or any billboard, fence, or any other structure or improvement of any kind;

(i) Depositing, dumping or accumulating soil, trash, ashes, refuse, waste, bio-solids or any other material;

(j) Planting, introduction or dispersal of non-native or exotic plant or animal species;

(k) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Protected Site, or granting or authorizing surface entry for any such purpose;

(l) Altering the surface or general topography of the Protected Site, including but not limited to building of roads, trails, any flood control work, or paving or otherwise covering any portion of the Protected Site;

(m) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks (2) controlling invasive, exotic plants which threaten the integrity of the habitat, (3) preventing or treating disease.

(n) Manipulating, impounding, or altering any natural watercourse, body of water or water circulation on the Protected Site, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(o) Creating, enhancing, or maintaining fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression), or other activities that could constitute fuel modification zones;

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

(q) any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Declarant, the Protected Site, or the use or activity in question;

(r) No use shall be made of the Protected Site, and no activity thereon shall be permitted, that is or is likely to become inconsistent with the Purpose of this Restrictive Covenant; and

(s) Creation of any encumbrance that will affect the Conservation Values of the Protected Site.

(t) And any and all other activities and uses which may adversely affect the Conservation Values of the Protected Site or otherwise interfere with the Purposes of this Restricted Covenant.

5. Reserved Rights. Declarant reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Protected Site, including the right to engage in or to permit or invite others to engage in all uses of the Protected Site that are consistent with the Purpose of this Restrictive Covenant:

6. Enforcement.

(a) Right to Enforce. Declarant, its successors and assigns, grant to the Third Party Beneficiary and the U.S. Department of Justice a discretionary right to enforce these restrictive covenants in a judicial or administrative action against any person(s) or other entity (ies) violating or attempting to violate these restrictive covenants. The U.S. Department of Justice shall have the same rights, remedies and limitations as the Third Party Beneficiary under this Section 6. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above.

(b) Notice.

(1) If the Third Party Beneficiary determines Declarant is in violation of the terms of this Restrictive Covenant or that a violation is threatened, the Third Party Beneficiary may demand the cure of such violation. In such a case, the Third Party Beneficiary shall issue a written notice to Declarant (hereinafter "**Notice of Violation**") informing Declarant of the violation and demanding cure of such violation. At the time of giving any such notice, Declarant shall give a copy of the notice to the Third Party Beneficiary. Notice shall be provided in accordance with Section 12 (Notices) of this Restricted Covenant.

(2) If Declarant fails to cure the violation within fifteen (15) days after receipt of the Notice of Violation, or if the cure reasonably requires more than fifteen (15) days to complete and Declarant fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, the Third Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which the Third Party Beneficiary may be entitled for violation of the terms of this Restrictive Covenant or for any injury to the Conservation Values of the Protected Site; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Protected Site to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Restrictive Covenant. Without limiting the liability of Declarant, Third Party Beneficiary may apply any damages recovered to the cost of undertaking any corrective action on the Protected Site.

(c) Immediate Action. If the Third Party Beneficiary, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Protected Site, the Third Party Beneficiary may immediately pursue all available remedies, including injunctive relief, pursuant to both this Restrictive Covenant and state and federal law without prior notice to Declarant or without waiting for the period provided for cure to expire. The rights of the Third Party Beneficiary under this paragraph apply equally to actual or

threatened violations of the terms of this Restrictive Covenant. Declarant agrees that the Third Party Beneficiary's remedies at law for any violation of the terms of this Restrictive Covenant are inadequate and that the Third Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which the Third Party Beneficiary may be entitled, including specific performance of the terms of this Restrictive Covenant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Subsection 6(c) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(d) If, at any time in the future, the Declarant or any subsequent transferee uses or threatens to use the Protected Site for purposes inconsistent with this Restricted Covenant then any person and any entity with a justiciable interest in the preservation of this Protected Site has standing as an interested party in any proceeding affecting this Restricted Covenant.

(e) Costs of Enforcement. Declarant shall bear all costs incurred by the Third Party Beneficiary, where it is the prevailing party in enforcing the terms of this Restrictive Covenant against Declarant. These costs include, but are not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Declarant's negligence or breach of this Restrictive Covenant.

(f) Enforcement Discretion. Enforcement of the terms of this Restrictive Covenant shall be at the discretion of the Third Party Beneficiary. Any forbearance by the Third Party Beneficiary to exercise rights under this Restrictive Covenant in the event of any breach of any term of this Restrictive Covenant shall not be deemed or construed to be a waiver by the Third Party Beneficiary of such term or of any subsequent breach of the same or any other term of this Restrictive Covenant or of any of the rights of the Third Party Beneficiary under this Restrictive Covenant. No delay or omission by the Third Party Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(g) Acts Beyond Declarant's Control. Nothing contained in this Restrictive Covenant shall be construed to entitle the Third Party Beneficiary to bring any action against Declarant for any injury to or change in the Protected Site resulting from:

(1) Any natural cause beyond Declarant's control, including without limitation, fire not caused by Declarant, flood, storm, and earth movement; or

(2) Any prudent action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Site resulting from such causes, provided that once the emergency has abated, Declarant, its successors or assigns promptly restore any damage caused by Declarant's actions to the Protected Site to the condition it was in immediately prior to the emergency; or

(3) Acts by Third Party Beneficiary or its employees.

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

8. Costs and Liabilities.

(a) Declarant, or its successor or assign, retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of

the Protected Site. Declarant agrees the Third Party Beneficiary shall not have any duty or responsibility for the operation, upkeep, or maintenance of the Protected Site, the monitoring of hazardous conditions thereon, or the protection of Declarant, the public or any third parties from risks relating to conditions on the Protected Site.

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

(c) Taxes; No Liens. If applicable, Declarant, its successors or assigns, shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Parcel, including the Protected Site, by competent authority, including any taxes imposed upon, or incurred as a result of, this Restrictive Covenant, and agrees to furnish the Third Party Beneficiary with satisfactory evidence of payment upon request. Declarant shall keep the Protected Site free from any liens, including those arising out of any obligations incurred by Declarant for any labor or materials furnished or alleged to have been furnished to or for Declarant at or for use on the Protected Site.

9. Condemnation. The Purpose of this Restricted Covenant for conservation purposes is presumed to be the best and most necessary public use except that Declarant reserves the right to seek fair market value for any condemnation action. Nevertheless, pursuant to California Government Code section 65966(j), if all or any part of the Protected Site is taken by exercise of the power of eminent domain, Declarant shall use the net proceeds from the condemnation of the Protected Site for the purchase of property that replaces the natural resource characteristics the original mitigation was intended to protect, or as near as reasonably feasible. The Annual Appropriation shall be held for the long-term stewardship of the replacement property. The location of the replacement property and replacement restrictive covenant is subject to prior approval by the Third Party Beneficiary.

10. Assignment and Subsequent Transfers.

(a) Declarant agrees to incorporate the terms of this Restrictive Covenant in any deed or other legal instrument by which Declarant divests itself of any interest in all or a portion of the Protected Site. Declarant, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Restrictive Covenant in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Protected Site, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Restrictive Covenant. Declarant, its successor or assign agrees to give written notice to the Third Party Beneficiary of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Any subsequent transferee shall be deemed to have assumed



the obligations of this Restrictive Covenant and to have accepted the restrictions contained herein. The failure of Declarant, its successor or assign to perform any act provided in this Section shall not impair the validity of this Restrictive Covenant or limit its enforceability in any way.

(b) From and after the date of any transfer of all or any portion of the Protected Site by Declarant and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Declarant as to the portion transferred, as set forth in this Restrictive Covenant, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder, except for the obligations set forth in Subsection 17(f), and (iv) all references to Declarant in this Restrictive Covenant shall thereafter be deemed to refer to such transferee.

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

To Declarant: City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691  
Attn: City Manager

To: USFWS: U.S. Fish & Wildlife Service  
2177 Salk Avenue, Suite 250  
Carlsbad, CA 92008  
Attn: Field Supervisor  
Log # 23-0099757\_HCP-AMD\_OR

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

If the Restrictive Covenant is assigned, the new Declarant shall update the Notices provisions.

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

12. Amendment. Declarant may amend this Restrictive Covenant only after written concurrence by the Third Party Beneficiary. Any such amendment shall be consistent with the Purpose of this Restrictive Covenant and shall not affect its perpetual duration. Declarant shall record any amendments to this Restrictive Covenant approved by the Third Party Beneficiary in the official records of Orange County, California, and shall provide a copy of the recorded document to the Third Party Beneficiary.

13. Long-Term Maintenance.

(a) Declarant shall be responsible for restoration of the Protected Site damaged by any activities prohibited by Subsection 4 herein.

(b) When activities are performed pursuant to Subsection 13(a) above, Declarant shall design and implement measures to preclude, to the extent feasible, future prohibited activities.

14. Recordation. Declarant, its successors or assigns shall record this instrument in the official records of Orange County, California, and provide a copy of the recorded document to the Third Party Beneficiary within five days of approval of this Restrictive Covenant by Declarant's governing body. Third Party Beneficiary may re-record this Restrictive Covenant at any time, as it deems necessary to preserve its rights in this Restricted Covenant.

15. General Provisions.

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

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed in favor of the deed to effect the Purpose of this Restrictive Covenant. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

(d) Entire Agreement. This Restrictive Covenant sets forth the entire covenants and restrictions on the Protected Site imposed by the Third Party Beneficiary with regard to the Project and supersede[s] all prior discussions, negotiations, understandings, or agreements of the parties relating to this Restrictive Covenant. No alteration or variation of this Restrictive Covenant shall be valid or binding unless contained in an amendment approved by Declarant and the Third Party Beneficiary in accordance with the Approved Documents and all applicable laws and regulations and evidenced in a written memorandum recorded in the Official Records of Orange County, California.

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

(f) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Site. The covenants hereunder also benefit the Third Party Beneficiary.

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

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

(i) No Hazardous Materials Liability.

(1) Declarant represents and warrants that to Declarant's actual knowledge there has been no release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Protected Site, or transported to or from or affecting the Protected Site. Without limiting the obligations of Declarant under Subsection 8(b) herein, Declarant hereby releases and agrees to indemnify, protect and hold harmless the Third Party Beneficiary Indemnified Parties (defined in Subsection 8(b)) from and against any and all Claims (defined in Subsection 8(b)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Protected Site at any time, except that this release and indemnification shall be inapplicable to the Third Party Beneficiary Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by the Third Party Beneficiary. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Third Party Beneficiary Indemnified Parties by reason of any such Claim, Declarant shall, at the election of and upon written notice from the Third Party Beneficiary, defend such action or proceeding by counsel reasonably acceptable to the Third Party Beneficiary Indemnified Parties or reimburse the Third Party Beneficiary for all charges incurred for services of counsel.

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

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

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

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

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

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

(3) The term "**Hazardous Materials**" includes, without limitation, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq. ; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq. ; hereinafter "HCL"); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq. ; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws, federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Restrictive Covenant.

(4) The term "**Environmental Laws**" includes, without limitation, CERCLA, RCRA, HTA, HCL, HAS, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Declarant represents, warrants and covenants to Third Party Beneficiary that activities upon and use of the Protected Site by Declarant, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Additional Interests. Declarant shall not grant any additional easements, rights of way, or other interests in the Protected Site (other than a security interest that is expressly subordinated to this Restrictive Covenant), or grant or otherwise abandon or relinquish any mineral, air, or water right, or water associated with the Protected Site, without first obtaining the written consent of the Third Party Beneficiary. The Third Party Beneficiary may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purpose of this Restrictive Covenant or may impair or interfere with the Conservation Values of the Protected Site. This Section shall not prohibit transfer of a fee or leasehold interest in the Protected Site that is subject to this Restrictive Covenant and complies with Section 11. Declarant, its successors and assigns shall record any additional easements or other interests in the Protected Site approved by the Third Party Beneficiary in the official records of Orange County, California, and provide a certified copy of the recorded document to the Third Party Beneficiary.

(k) Third Party Beneficiary. The terms of this Restrictive Covenant are for the benefit of the Third Party Beneficiary and are not for the benefit of any other party.

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

(m) Warranty. Declarant represents and warrants that Declarant is the sole owner of fee simple title to the Protected Site; that the Property is not subject to any other conservation easement or restricted covenant; and there are no outstanding mortgages, liens, encumbrances or other interests in the Protected Site (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Restricted Covenant and which have not been expressly subordinated to this Restrictive Covenant, and that the Protected Site is not subject to any other Restrictive Covenant.

(n) Exhibits. The following Exhibits referenced in this Restricted Covenant are attached to and incorporated by reference in this Restricted Covenant:

Exhibit A – Legal Description of Parcel

Exhibit B – Legal Description of Protected Site

Exhibit C – Preliminary Title Report for Parcel

Exhibit D – Depiction of Protected Site Natural Condition

\*\*\* Signatures on following page. \*\*\*

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

**"Declarant"**

**FOR Declarant**

**CITY OF MISSION VIEJO**

---

Dennis Wilberg  
City Manager

[ATTACH NOTARY ACKNOWLEDGEMENT]

**EXHIBIT A**

Legal Description of Parcel

The legal description of the parcel is included in Exhibit C – Title Report

## LEGAL DESCRIPTION OF PROTECTED SITE

Exhibit "A"  
Legal Description  
City Protected Easement Parcel  
11.663 Acre Parcel

All that portion of Parcel F of Lot Line Adjustment LL 97-04, in the City of Mission Viejo, County of Orange, State of California, recorded March 4, 1999 as Instrument 19990156930 in the Official Records of said County, described as follows:

**COMMENCING** at the most northerly corner of said Parcel F, said point also being on the easterly boundary line of the City of Mission Viejo as described in Certificate of Completion recorded December 14, 1987 as Instrument 87-690400, records of said Orange County, thence along the general easterly lines of said Parcel F, as well as along the general easterly line of the City of Mission Viejo, the following four (4) courses:

- L1. South 9°47'24" East, 653.95 feet;
- L2. South 11°42'54" West, 1750.00 feet;
- L3. South 8°45'09" West, 503.75 feet;
- L4. South 23°27'33" West, 725.96 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving the general easterly lines of said Parcel F and said easterly lines of the City of Mission Viejo, the following twenty two (22) courses:

- L5. South 70°34'32" West, 12.74 feet;
- L6. South 41°11'14" West, 7.38 feet;
- L7. South 52°07'28" West, 7.92 feet;
- L8. North 80°32'18" West, 8.45 feet;
- L9. North 27°30'40" West, 18.79 feet;
- L10. North 40°36'06" West, 16.01 feet;
- L11. North 80°32'14" West, 21.12 feet;
- L12. South 63°26'04" West, 19.41 feet;
- L13. South 60°56'45" West, 17.88 feet;



Exhibit "A"  
Legal Description  
City Protected Easement Parcel  
11.663 Acre Parcel

L14. North 11°18'36" West, 26.56 feet;

L15. North 17°21'14" West, 29.10 feet;

L16. North 36°01'41" West, 23.61 feet;

L17. North 50°11'39" West, 27.12 feet;

L18. North 49°45'48" West, 29.57 feet;

L19. North 03°21'58" West, 29.57 feet;

L20. North 12°31'42" East, 16.01 feet;

L21. North 39°48'19" East, 13.56 feet;

L22. North 75°57'50" East, 21.48 feet;

L23. North 10°47'02" West, 37.12 feet;

L24. North 56°18'36" West, 43.82 feet;

L25. North 48°18'55" West, 76.82 feet, to the most Southeasterly end of that, particular course in the general Northwesterly line of said Parcel F, shown as "South 72°30'00" East, 48.00 feet", (also shown as Course #18) on said Lot Line Adjustment LL 97-04;

L26. Thence, North 72°30'00" West, 48.00 feet along last said line;

Thence, leaving the general northwesterly lines of said Parcel F, the following six (6) courses:

L27. South 83°30'37" West, 31.52 feet;

L28. South 72°04'42" West, 75.39 feet;

L29. South 52°46'58" West, 26.26 feet;

L30. South 40°55'43" East, 29.79 feet;

L31. South 05°38'24" West, 77.62 feet

Exhibit "A"  
Legal Description  
City Protected Easement Parcel  
11.663 Acre Parcel

L32. Thence, South 53°59'34" West, 41.43 feet to a point in that particular course in the general westerly lines of the aforesaid Parcel F, shown as "North 08°44'09" East, 152.53 feet", (also shown as Course #257) in the aforesaid LL 97-04;

Thence, from said point, southwesterly along last said line and the general northwesterly lines of said Parcel F, the following eight (8) courses:

L33. South 08°44'09" West, 61.88 feet;

L34. South 04°00'11" West, 70.97 feet;

L35. South 01°09'56" West, 45.81 feet;

L36. South 22°27'34" West, 177.68 feet;

L37. South 00°28'44" West, 72.50 feet;

L38. South 22°47'32" East 72.71 feet;

L39. South 17°12'14" East, 101.53 feet;

L40. South 37°17'40" West, 22.73 feet;

Thence, leaving the general northwesterly lines of said Parcel F, the following twenty-six (26) courses:

L41. South 39°03'36" West, 139.87 feet;

L42. South 03°00'21" West, 257.26 feet;

L43. South 35°11'39" East, 73.69 feet;

L44. South 00°23'34" West, 82.52 feet;

L45. South 82°20'59" West, 106.14 feet;

L46. South 62°59'45" West, 110.06 feet;

L47. South 78°41'49" West, 74.98 feet;

L48. North 80°50'07" West, 127.75 feet;

L49. North 64°58'52" West, 122.95 feet;

Exhibit "A"  
Legal Description  
City Protected Easement Parcel  
11.663 Acre Parcel

- L50. North 62°43'44" West, 40.99 feet;
- L51. North 69°14'23" West, 17.54 feet;
- L52. South 68°01'18" West, 31.71 feet;
- L53. South 36°16'16" West, 73.61 feet;
- L54. South 01°50'56" West, 35.06 feet;
- L55. South 28°46'05" East, 47.69 feet;
- L56. South 84°00'28" East, 29.25 feet;
- L57. South 78°31'31" East, 36.93 feet;
- L58. South 64°42'04" East, 46.29 feet;
- L59. South 76°47'52" East, 65.00 feet;
- L60. South 59°14'57" East, 142.94 feet;
- L61. North 85°14'01" East, 62.07 feet;
- L62. South 89°18'55" East, 36.53 feet;
- L63. South 78°17'27" East, 50.59 feet;
- L64. South 75°27'57" East, 86.41 feet;
- L65. North 87°24'41" East, 59.17 feet;
- L66. North 69°46'45" East, 37.17 feet to a point on the Easterly boundary line of the City of Mission Viejo as described in Certificate of Completion recorded December 14, 1987 as Instrument 87-690400, records of said Orange County, said point being also on the Easterly line of said Parcel F, Lot Line Adjustment LL 97-04, recorded March 4, 1999 as Instrument 19990156930 in the Official Records of said County;
- L67. Thence along said general easterly line of said City of Mission Viejo and said Parcel F, North 23°27'33" East, 1343.88 feet, returning to the **TRUE POINT OF BEGINNING**.


Exhibit "A"  
Legal Description  
City Protected Easement Parcel  
11.663 Acre Parcel

Containing 11.663 Acres, more or less.

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

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

Prepared by me or under my supervision:

  
Roger A. Frank, P.L.S. 4215  
May 9, 2023



**EXHIBIT "B"**  
**CITY PROTECTED**  
**EASEMENT PARCEL**  
 SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTION

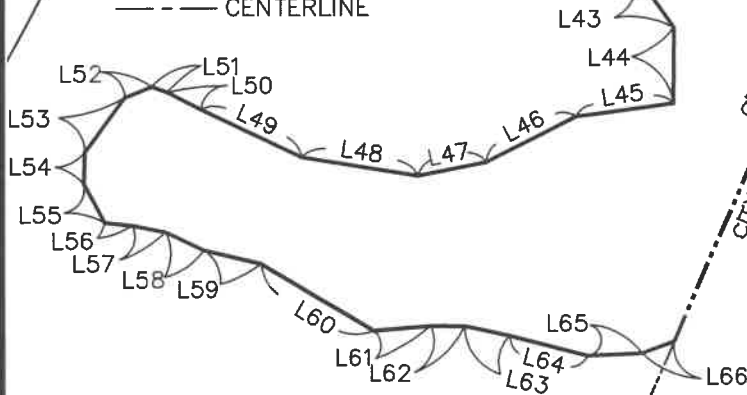


MAY 3, 2023

C.L. OLYMPIAD

**LINE TYPE TABLE**

- PARCEL BOUNDARY LINE
- PARCEL BOUNDARY & CITY BOUNDARY LINE
- CITY BOUNDARY LINE
- PRE-EXISTING PROPERTY LINE
- CENTERLINE

**LEGEND**

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

NOTE:

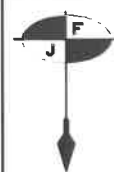
SEE SHEET 2 FOR LINE TABLE

11.663  
ACRES

SCALE 1" = 200'

P.O.C.  
 MOST NORTHERLY  
 CORNER OF PARCEL F,  
 LL 97-04,  
 INST 19990156930, O.R.

DETAIL  
 SCALE 1" = 1000'

**JOHNSON-FRANK & ASSOC., INC.**

LAND SURVEYING - MAPPING  
 5150 E. HUNTER AVENUE  
 ANAHEIM, CALIFORNIA 92807-2049  
 (714) 777-8877 FAX (714) 777-1641

DATE MAY 3, 2023 SHEET 1 OF 2

**EXHIBIT "B"**  
**CITY PROTECTED**  
**EASEMENT PARCEL**  
 SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S09°47'24"E	653.95'
L2	S11°42'54"W	1750.00'
L3	S08°45'09"W	503.75'
L4	S23°27'33"W	725.96'
L5	S70°34'32"W	12.74'
L6	S41°11'14"W	7.38'
L7	S52°07'28"W	7.92'
L8	N80°32'18"W	8.45'
L9	N27°30'40"W	18.79'
L10	N40°36'06"W	16.01'
L11	N80°32'14"W	21.12'
L12	S63°26'04"W	19.41'
L13	S60°56'45"W	17.88'
L14	N11°18'36"W	26.56'
L15	N17°21'14"W	29.10'
L16	N36°01'41"W	23.61'
L17	N50°11'39"W	27.12'
L18	N49°45'48"W	29.57'
L19	N03°21'58"W	29.57'
L20	N12°31'42"E	16.01'
L21	N39°48'19"E	13.56'
L22	N75°57'50"E	21.48'
L23	N10°47'02"W	37.12'
L24	N56°18'36"W	43.82'
L25	N48°18'55"W	76.82'
L26	N72°30'00"W	48.00'
L27	S83°30'37"W	31.52'
L28	S72°04'42"W	75.39'
L29	S52°46'58"W	26.26'
L30	S40°55'43"E	29.79'
L31	S05°38'24"W	77.62'
L32	S53°59'34"W	41.43'
L33	S08°44'09"W	61.88'

LINE TABLE		
LINE	BEARING	LENGTH
L34	S04°00'11"W	70.97'
L35	S01°09'56"W	45.81'
L36	S22°27'34"W	177.68'
L37	S00°28'44"W	72.50'
L38	S22°47'32"E	72.71'
L39	S17°12'14"E	101.53'
L40	S37°17'40"W	22.73'
L41	S39°03'36"W	139.87'
L42	S03°00'21"W	257.26'
L43	S35°11'39"E	73.69'
L44	S00°23'34"W	82.52'
L45	S82°20'59"W	106.14'
L46	S62°59'45"W	110.06'
L47	S78°41'49"W	74.98'
L48	N80°50'07"W	127.75'
L49	N64°58'52"W	122.95'
L50	N62°43'44"W	40.99'
L51	N69°14'23"W	17.54'
L52	S68°01'18"W	31.71'
L53	S36°16'16"W	73.61'
L54	S01°50'56"W	35.06'
L55	S28°46'05"E	47.69'
L56	S84°00'28"E	29.25'
L57	S78°31'31"E	36.93'
L58	S64°42'04"E	46.29'
L59	S76°47'52"E	65.00'
L60	S59°14'57"E	142.94'
L61	N85°14'01"E	62.07'
L62	S89°18'55"E	36.53'
L63	S78°17'27"E	50.59'
L64	S75°27'57"E	86.41'
L65	N87°24'41"E	59.17'
L66	N69°46'45"E	37.17'



**JOHNSON-FRANK & ASSOC., INC.**

LAND SURVEYING - MAPPING  
 5150 E. HUNTER AVENUE  
 ANAHEIM, CALIFORNIA 92807-2049  
 (714) 777-8877 FAX (714) 777-1641

DATE MAY 3, 2023 SHEET 2 OF 2

**PRELIMINARY TITLE REPORT FOR PARCEL**



Commonwealth Land Title - California  
4100 Newport Place Dr., Suite 120 Newport Beach,  
CA 92660

**Title Report**

Johnson-Frank & Associates  
5150 E. Hunter Avenue  
Anaheim, CA 92807  
Attn: Roger Frank

File No.: 92015819

Property Address: No Situs, Mission Viejo, CA





Commonwealth Land Title Company  
4100 Newport Place Dr., Suite 120  
Newport Beach, CA 92660  
Phone: (949) 724-3140

Johnson-Frank & Associates  
5150 E. Hunter Avenue  
Anaheim, CA 92807

Attn: Roger Frank

Our File No: 92015819  
Title Officer: Chris Maziar  
e-mail: TeamMaziar@cltic.com  
Phone: (949) 724-3170  
Fax: (949) 258-5740

Your Reference No: 786-601-01

Property Address: No Situs, Mission Viejo, CA

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### PRELIMINARY REPORT (V2)

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Dated as of July 28, 2022 at 7:30 a.m.

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

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

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

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

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

Order No: 92015819-920-CMM-CM8

**SCHEDULE A**

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

**CLTA Standard Coverage Policy of Title Insurance (4-8-14)**

The estate or interest in the land hereinafter described or referred to covered by this report is:

**A FEE**

Title to said estate or interest at the date hereof is [vested in:](#)

**City of Mission Viejo, a municipal corporation**

The land referred to herein is situated in the County of ORANGE, State of California, and is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Order No: 92015819-920-CMM-CM8

**EXHIBIT "A"**

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

THAT PORTION OF PARCEL F OF LOT LINE ADJUSTMENT NO. LL 97-04, IN THE CITY OF MISSION VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MARCH 4, 1999 AS [INSTRUMENT NO. 99-156930 OF OFFICIAL RECORDS](#), LYING WITHIN ASSESSOR PARCEL NO. 786-601-01.

EXCEPT THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE OF SAID LAND FOR THE PURPOSES OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND LYING OUTSIDE OF THE ABOVE DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE ABOVE DESCRIBED LAND NOR TO USE ANY OF THE SAID LAND OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE OF SAID LAND FOR ANY PURPOSE WHATSOEVER, AS PROVIDED IN DEED RECORDED MAY 12, 1993 AS [INSTRUMENT NO. 93-319498 OF OFFICIAL RECORDS](#).

**NOTE: THIS COMPANY HAS PROVIDED SAID DESCRIPTION AS AN ACCOMMODATION FOR THE PURPOSE OF FACILITATING THIS REPORT. SAID DESCRIPTION IS NOT AN INSURABLE PARCEL PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND, UNTIL APPROVED BY THE APPROPRIATE GOVERNING AGENCY.**

Assessor's Parcel Number: [786-601-01](#)

**SCHEDULE B – Section A**

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Order No: 92015819-920-CMM-CM8

**SCHEDULE B – Section B**

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- B. [Tax Identification No.: 786-601-01](#) appear as “NO TAXES DUE” on the current County Assessor Tax Rolls. No county taxes appear to be due or payable at this time.
- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) in favor of the public over any existing roads lying within said Land.
- 3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a corporation  
 Purpose: Public utilities and metal towers  
 Recording Date: April 16, 1965  
[Recording No:](#) [Book 7485, Page 714 of Official Records](#)  
 Affects: A portion of said land

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

Granted to: Southern California Edison Company, a corporation  
 Purpose: Public utilities  
 Recording Date: June 12, 1972  
[Recording No:](#) [Book 10167, Page 112 of Official Records](#)  
 Affects: A portion of said land

- 5. Matters contained in that certain document

Entitled: A Development Agreement  
 Dated: October 26, 1987  
 Executed by: Mission Viejo Company, Mission Viejo Business Properties and the County of Orange, California  
 Recording Date: October 29, 1987  
[Recording No:](#) [87-605108 of Official Records](#)

Reference is hereby made to said document for full particulars.

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

Granted to: Santa Margarita Water District  
 Purpose: Right-of-way  
 Recording Date: June 18, 1990  
[Recording No:](#) [90-321944 of Official Records](#)  
 Affects: A portion of said land

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

Granted to: Southern California Edison Company, a corporation  
 Purpose: Public utilities  
 Recording Date: September 19, 1991  
Recording No: [91-509817 of Official Records](#)  
 Affects: A portion of said land

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

Granted to: Southern California Edison Company  
 Purpose: Public utilities  
 Recording Date: October 1, 1992  
Recording No: [92-664097 of Official Records](#)  
 Affects: A portion of said land

9. Matters contained in that certain document

Entitled: Parksite B Agreement  
 Dated: March 16, 1993  
 Executed by: Mission Viejo Company, a California corporation and the City of Mission Viejo, a municipal corporation of the State of California  
 Recording Date: June 4, 1993  
Recording No: [93- 376501 of Official Records](#)

Reference is hereby made to said document for full particulars.

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
11. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
12. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
13. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
14. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

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

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

#### **END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR  
 INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

**REQUIREMENTS SECTION:**

1. Prior to the close of escrow, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

2. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: City of Mission Viejo, a municipal corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

3. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.



Order No: 92015819-920-CMM-CM8

### INFORMATIONAL NOTES SECTION

1. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
2. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage

Typist: Osa

Date Typed: September 13, 2021; August 5, 2022



Inquire before you wire!

## Wire Fraud Alert

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

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

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

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

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

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>



Commonwealth Land Title Company  
 4100 Newport Place Dr., Suite 120  
 Newport Beach, CA 92660  
 Phone: (949) 724-3140

## Notice of Available Discounts

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

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

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

### **FNF Underwritten Title Company**

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

### **Underwritten by FNF Underwriters**

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

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

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

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

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

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

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

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

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

### **When Information Is Disclosed**

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

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

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

### **Security of Your Information**

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

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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

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

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice: Notice Changes**

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

**Accessing and Correcting Information: Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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

**ATTACHMENT ONE (Revised 05-06-16)****CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

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

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;



- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

#### 2006 ALTA LOAN POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**{PART I**

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

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

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

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

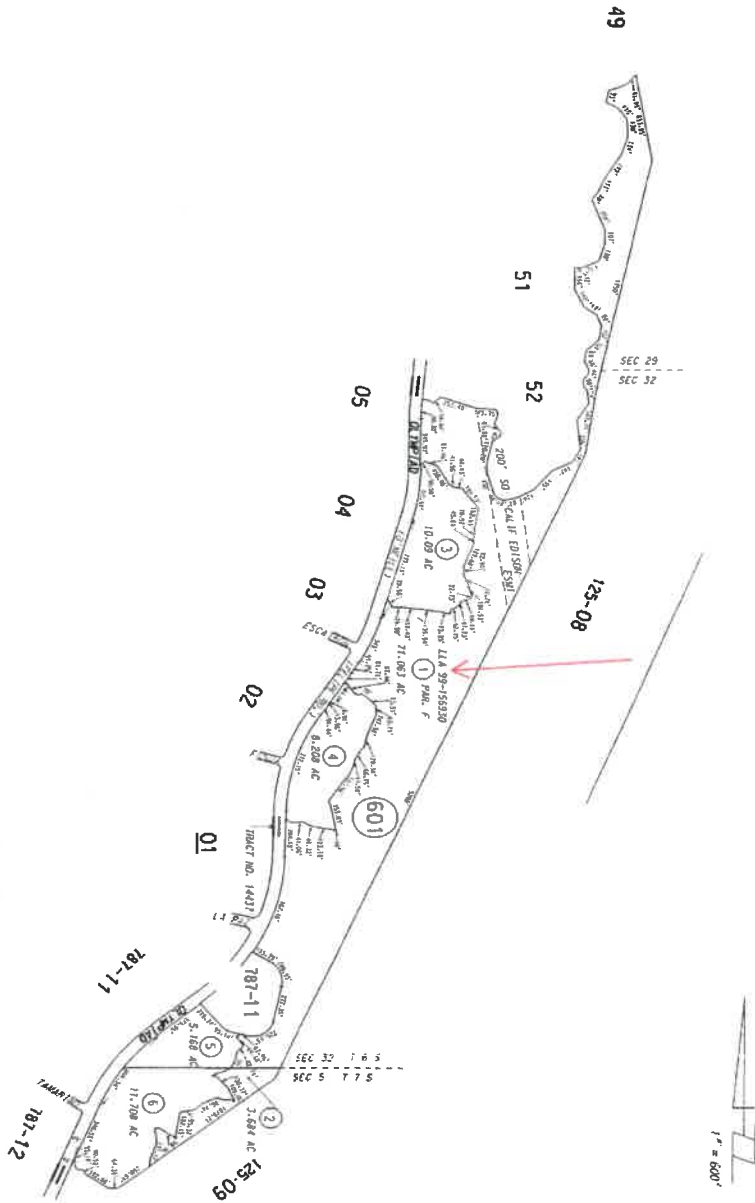
**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)****EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

POR. S.E. 1/4, SEC. 29, T6S, R7W  
 POR. E. 1/2, SEC. 32, T6S, R7W  
 POR. N.W. 1/4, SEC. 5, T7S, R7W

766-60



JANUARY 2000

TRACT NO. 14437

(SHEET ONE)

M.M. 699-36 to 42 inc.

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

ASSESSOR'S MAP  
 BOOK 786 PAGE 60  
 COUNTY OF ORANGE

1-1-00

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

## OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_  
 further described as follows: See Preliminary Report/Commitment No. 92015819-920-CMM-CM8 for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"),  
 which is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_  
 further described as follows: See Preliminary Report/Commitment No. 92015819-920-CMM-CM8 for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_  
 \_\_\_\_\_ Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
 \_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.

This declaration is made with the intention that Commonwealth Land Title Company and Commonwealth Land Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_ at

\_\_\_\_\_.



Signature: \_\_\_\_\_

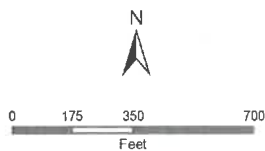
Signature: \_\_\_\_\_





 Project Site  
 Land Swap Areas

 13.88-acre City to County  
 11.663-acre City to Protect



1 inch = 350 feet

**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Map

GLENN LUKOS ASSOCIATES

Exhibit D





**ATTACHMENT VI**  
**Quitclaim Deed County to City**

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED, RETURN TO:**

City of Mission Viejo  
Attention: City Manager  
200 Civic Center  
Mission Viejo, California 92691

**WITH CONFORMED COPY TO:**

County of Orange  
CEO Real Estate  
County Administration Building North  
400 West Civic Center Drive – Fifth Floor  
Santa Ana, CA 92701

Space above this line for Recorder's Use Only

This document is exempt from recording fees pursuant  
to Government Code Section §6103 and §27383 and  
is exempt from payment of documentary transfer tax  
pursuant to Revenue and Taxation Code Section §11922.

Project Location: City of Rancho Santa Margarita  
Facility Name: Curtis Park  
Facility/Parcel No: PR51A-701.3  
Project Name: Lower Curtis Park Land Exchange  
A.P. No.: 125-086-11, 125-086-20 (Portions)

**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

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

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

**THE CITY OF MISSION VIEJO**, a body corporate and politic, hereinafter referred to as  
**"Grantee,"**

in an "as is" condition, all of that certain real property in the incorporated City of Rancho Santa Margarita, County of Orange, State of California, described in Exhibit A and depicted on Exhibit B (**"Property"**), which exhibits are attached hereto and made a part hereof.

It is understood and agreed by the parties hereto and their successors and assigns that the conveyance is subject to the following:

1. This conveyance is subject to any and all existing contracts, leases, licenses, permits, easements, encumbrances, and claims of record or apparent or of which Grantee has actual notice which may affect the Property.
2. The Property shall be used for park purposes only.

3. Any change in the use of the Property shall necessitate Grantee following County procedures for Park Abandonment, as found in Orange County Codified Ordinance Section 2-5-301.
4. The Property is subject to Minor Amendment # #23-0099757\_HCP\_AMD\_OR ("MA", attached hereto as Exhibit C and incorporated herein by this reference) to the Southern Subregion Habitat Conservation Plan ("HCP") as adopted and approved by the U.S. Fish and Wildlife Service on July 3, 2023 (letter of approval to the MA is attached hereto as Exhibit D and incorporated by this reference). The Memorandum of Implementation Agreement, April 21, 2011 as Instrument No. 2011000203732 is amended as attached hereto as Exhibit E and incorporated by this reference and the Property is hereby removed from the HCP Reserve and is no longer made subject thereto.
5. **Reservation of County's Rights for Trail Connectivity, Maintenance and Emergencies**

The Property is accepted by Grantee, successors, or assigns subject to the following reservation in favor of County, its successors, and assigns: A non-exclusive easement for ingress and egress across the Property for the purpose of maintaining existing trail connectivity through the Property. The County's reserved rights shall be allowed on existing trails or similar pathways already in use by the County (or as they may be altered in the future) and shall also include emergency access for law enforcement and fire prevention related activities. If the County's reserved rights are regulated with gated access, then the County, law enforcement, and fire prevention access will be allowed via lock and key access (e.g. daisy chain of locks or similar).

**IN WITNESS WHEREOF**, County has executed this Quitclaim Deed as of the date set forth below.

**GRANTOR**

Date: \_\_\_\_\_

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


By: \_\_\_\_\_

Name: Thomas A. Miller

Title: Chief Real Estate Officer

Minute Order dated \_\_\_\_\_, 2024

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

By:   
Deputy

Date: 12-27-23

//

//

//

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA    }  
   }  
 COUNTY OF ORANGE    }

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
 , a Notary Public in and for said State, 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)

Notary Public in and for said State

**GRANTEE**

CITY OF MISSION VIEJO,  
a body corporate and politic

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Wilberg  
City Manager

ATTEST BY:

By: \_\_\_\_\_  
Kimberly Schmitt  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William P. Curley III  
City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**Description of the Property**



Exhibit "A"

Legal Description  
O'NEILL REGIONAL PARK  
Facility No.: PR51A  
Parcel No.: 701.3  
Curtis Park Extension

All that portion of the Trabuco Rancho, in the City of Rancho Santa Margarita, County of Orange, State of California, as shown on a map recorded in Book 1, Pages 53 and 54 of Patents, in the office of the Recorder of Los Angeles County; also being portions of Parcel No. 701, dedicated to the County of Orange by Instrument 84-372034, re-recorded September 6, 1984, and Parcel B, as accepted by a Resolution of the Board of Supervisors of Orange County, California, recorded October 6, 1982 in document No. 82-351596 of Official Records in the office of the County Recorder of said Orange County and described in an Irrevocable Offer to Convey to the County of Orange, recorded October 6, 1982 in document No. 82-351595 of said Official Records of said Orange County, described as follows:

**Commencing** at the southwesterly end of that particular line in the general easterly line of the City of Mission Viejo described as South 23°28'08" West, 5200.00 feet" in Certificate of Completion recorded December 14, 1987 as Instrument 87-690400, of Official Records in the office of the County Recorder of said Orange County; which same line is shown on Record of Survey 96-1072, filed in Book 163, Pages 1 through 18, of Records of Survey, in the office of the County recorder of said Orange County, as "N23°27'25"E 5200.05'",

Thence, North 23°27'25" East, 788.63 feet along said line to the **TRUE POINT OF BEGINNING (TPOB)**;

Thence, North 23°27'25" East, 2260.51 feet; along said line;

Thence, leaving said easterly line of the City of Mission Viejo, South 74°47'12" East, 67.61 feet;

Thence, South 03°47'38" West, 792.67 feet;

Thence, South 29°44'17" East, 213.18 feet;

Thence, South 01°51'49" West, 184.01 feet;

Thence, South 26°01'44" West, 146.59 feet;

Thence, South 69°44'24" West, 62.12 feet;

Thence, North 57°25'25" West, 47.11 feet;

Thence, North 15°00'09" West, 147.62 feet;

Thence, South 27°42'39" West, 378.47 feet;

Thence, South 48°11'18" West, 270.28 feet;

Exhibit "A"

Legal Description  
O'NEILL REGIONAL PARK  
Facility No.: PR51A  
Parcel No.: 701.3  
Curtis Park Extension

Thence, South 70°12'05" West, 284.74 feet;

Thence, South 12°50'33" West, 182.80 feet;

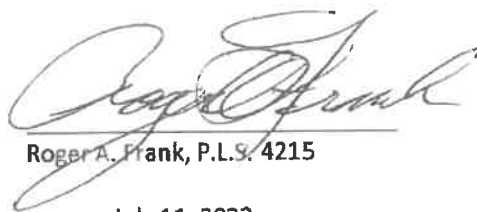
Thence, South 38°18'05" West, 125.77 feet;

Thence, South 65°14'21" West, 52.77 feet, returning to the **TRUE POINT OF BEGINNING**.

Containing 13.84 Acres, more or less.

Subject to Covenants, Rights, Rights-of-Way and Easements of Record.

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

  
Roger A. Frank, P.L.S. 4215

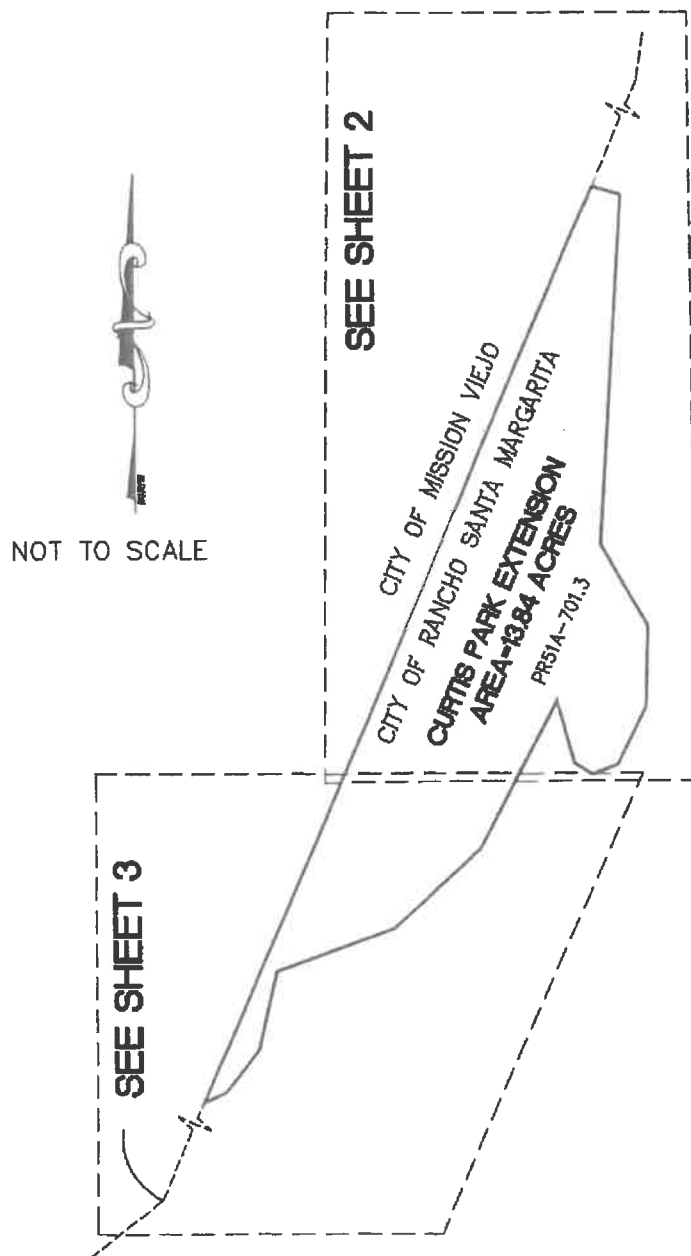


July 11, 2023

**EXHIBIT B**  
**Depiction of the Property**

# EXHIBIT "B"

## CURTIS PARK EXTENSION



PREPARED BY ME OR UNDER  
MY DIRECTION:

ROGER A. FRANK, P.L.S. 4215

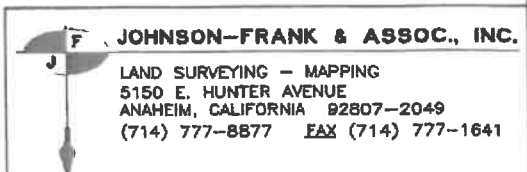
### LEGEND

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

P.O.C. POINT OF COMMENCEMENT

NOTE:

O'NEILL REGIONAL PARK (PR51A-7)



DATE JULY 11, 2023 SHEET 1 OF 3

# EXHIBIT "B"

## CURTIS PARK EXTENSION

SCALE 1" = 200'

— S23°27'25"W 5200.05' RS 163/1-18  
 (S 23°28'08" W 5200.00' INST 87-690400, O.R.)  
 — N23°27'25"E 2260.51' —  
 RS 96-1072  
 R.S.B. 163/1-18

CITY OF MISSION VIEJO  
 FOR PARCEL B  
 INSTRUMENT NO.  
 82-351595, O.R. &  
 82-351596

RS 84-1124  
 RSB 106/12-14

**CURTIS PARK  
 EXTENSION**  
**Area=13.84 Ac.**  
 PR51A-701.3

TRABUCO RANCHO  
 BOOK 1, PAGES 53-54  
 OF PATENTS,  
 RECORDS OF LA COUNTY

S03°47'38"W  
 792.67'

PARCEL B  
 82-351595 O.R. &  
 82-351596 O.R.

### LEGEND

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

NOTE:  
 O'NEILL REGIONAL PARK (PR51A-7)  
 SEE SHEET 3 FOR LINE TABLE

MATCHLINE SEE SHEET 3



JOHNSON-FRANK & ASSOC., INC.

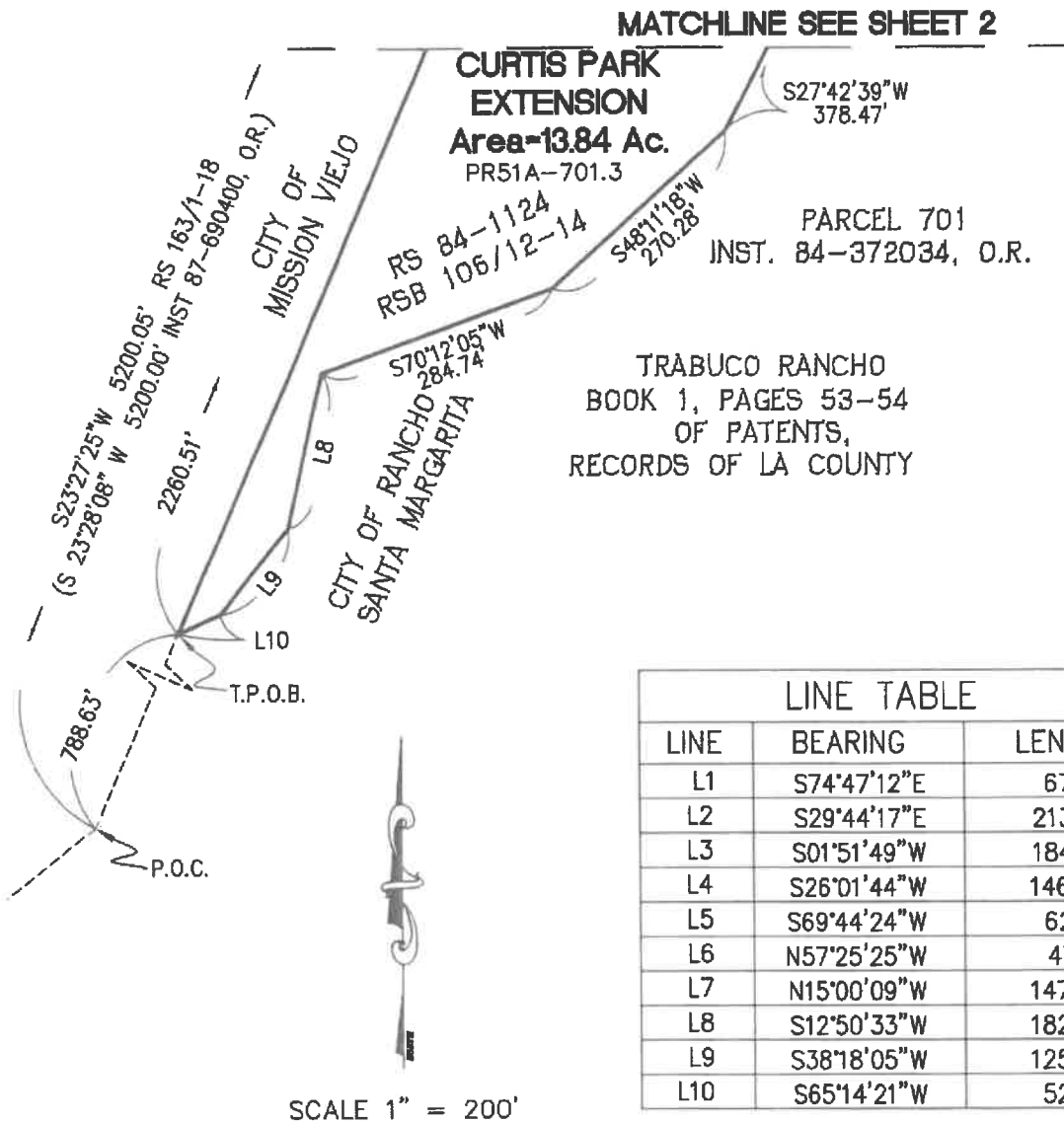
LAND SURVEYING - MAPPING  
 5150 E. HUNTER AVENUE  
 ANAHEIM, CALIFORNIA 92807-2049  
 (714) 777-8877 FAX (714) 777-1641

DATE JULY 11, 2023 SHEET 2 OF 3

2021076 Grading Area with City Top

# EXHIBIT "B"

## CURTIS PARK EXTENSION



### LEGEND

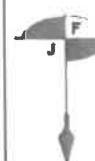
T.P.O.B. TRUE POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT

NOTE:

O'NEILL REGIONAL PARK (PR51A-7)  
SEE SHEET 3 FOR LINE TABLE

### LINE TABLE

LINE	BEARING	LENGTH
L1	S74°47'12"E	67.61'
L2	S29°44'17"E	213.18'
L3	S01°51'49"W	184.01'
L4	S26°01'44"W	146.59'
L5	S69°44'24"W	62.12'
L6	N57°25'25"W	47.11'
L7	N15°00'09"W	147.62'
L8	S12°50'33"W	182.80'
L9	S38°18'05"W	125.77'
L10	S65°14'21"W	52.77'



**JOHNSON-FRANK & ASSOC., INC.**

LAND SURVEYING - MAPPING  
5150 E. HUNTER AVENUE  
ANAHEIM, CALIFORNIA 92807-2049  
(714) 777-8877 FAX (714) 777-1641

DATE JULY 11, 2023 SHEET 3 OF 3

**EXHIBIT C**  
**Minor Amendment to Habitat Conservation Plan**



**COUNTY OF ORANGE  
SOUTHERN SUBREGION  
HABITAT CONSERVATION PLAN  
BOUNDARY MINOR AMENDMENT**

**FOR**

**THE LOWER CURTIS PARK EXPANSION  
MISSION VIEJO, CALIFORNIA**

**April 2023**

**Prepared for:**

**Mark Chagnon  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691  
Telephone:**

**Glenn Lukos Associates, Inc.  
1940 East Deere Avenue, Suite 250  
Santa Ana, California 92705  
Contact: Tony Bomkamp  
Telephone: (949) 929-1651**

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Exhibit 1	Regional Map
Exhibit 2	Vicinity Map
Exhibit 3	13.84-Acre County to City Parcel
Exhibit 4	11.66-Acre City Protected Parcel
Exhibit 5	13.88-Acre City to County Parcel
Exhibit 6	1.54-Acre City to County Parcel
Exhibit 7	2.16-Acre City to County Parcel

## 1. AUTHORITY

The City of Mission Viejo has requested the County of Orange, in coordination with the U.S. Fish and Wildlife Service (USFWS) to amend the boundaries of the County of Orange Southern Subregion Habitat Conservation Plan (SSHCP) Habitat Reserve (Reserve) through a Minor Amendment. This proposed Minor Amendment is consistent with the Implementing Agreement (Section 15.4, page 72) of the HCP, which states that "minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve Acreage and no long-term net loss of subregional habitat value."

This proposed Minor Amendment conforms to the guidance established in the IA (i.e., no net loss of Reserve acreage and no net loss of subregional habitat value over the long term) and is considered by the City of Mission Viejo, through the Final Environmental Impact Report (FEIR) to be mitigated to a level that is less than significant.

## 2. PURPOSE

The purpose of the proposed Minor Amendment is to remove a portion of the Reserve adjacent to the existing Robert A. Curtis Park (the Deleted Parcel) to allow for expansion of Robert A. Curtis Park. Replacement land would occur in nearby parcels within the Arroyo Trabuco (the Added Parcels) that would be incorporated into the Reserve consistent with the requirements of the Criteria. The following benefits would be achieved through the Minor Amendment that would enhance the long-term conservation value of the Reserve:

- A net increase of coastal sage scrub (CSS) habitat which is occupied by the coastal California gnatcatcher.
- A net increase of riparian habitat potentially occupied by least Bell's vireo
- A net addition of high conservation value land.
- A net addition of land area to the Reserve.

## 3. SUMMARY

The City of Mission Viejo is proposing to expand Curtis Park, which is located adjacent to the Arroyo Trabuco [Exhibits 1 and 2]. The park expansion would cover 40.26 acres, of which 26.42 acres are City owned and 13.84 acres are County owned and part of the SSHCP Habitat Reserve. Added and Deleted Parcels are within the Arroyo Trabuco and are depicted on Exhibits 3, 5, 6, and 7. Exhibit 4 depicts 11.66 acres that the City will protect through a deed restriction or similar instrument.

The proposed project will provide for the future expansion of Curtis Park by creating a rough-graded super-pad below the existing park site to accommodate additional sports fields and/or general use areas. It will include a rough-graded access road, drainage improvements and temporary landscaping to protect slope areas and prevent erosion.

As previously stated, the Project site covers approximately 40.26 acres. The Project site is in the City of Mission Viejo (Exhibit 1) to the east of Olympiad Road, Felipe Road, and Robert A.

Curtis Park, north of Water Tank Road, west of Trabuco Creek Road, and south of Escatron Street (Exhibit 2). Site topography ranges from gently to steeply sloping, with elevations ranging from approximately 619 feet to 782 feet above mean sea level (MSL). Vegetation communities found on site consist of mostly non-native cover types such as mustard fields, non-native grasslands, artichoke thistle fields and ornamental vegetation, with limited areas of coyote brush scrub, coast goldenbush scrub and purple needlegrass grassland. The site also includes a few scattered coast live oaks (*Quercus agrifolia*). Surrounding land uses include undeveloped land to the south, east, and north, and residential development to the west.

#### 4. VEGETATION MAPPING AND SURVEYS

GLA biologists conducted vegetation mapping on June 18, 2020 in accordance with the MCV II for the entire 40.26 acres. Table 1 summarizes the vegetation descriptions for the areas within the 13.84 acres that will be transferred from the County and Habitat Reserve to the City (Deleted Parcel) for incorporation into the expanded park. A vegetation map of the parcel that will be transferred from the County and Habitat Reserve to the City is provided as Exhibit 3.

The vegetation alliances on the Deleted parcel are described below. The 13.84-acre parcel supports very limited native habitat as described below with 89-percent of the vegetation cover consisting of non-native black mustard with and understory of non-native grasses such as wild oats, ripgut brome and hare barley. Focused surveys did not detect the coastal California gnatcatcher within the 13.84-acre parcel.

##### ***Baccharis pilularis* SHRUBLAND ALLIANCE – COYOTE BRUSH SCRUB**

Coyote brush (*Baccharis pilularis*) scrub accounts for approximately 0.39 acre throughout the 13.84-acre parcel. In these areas, coyote brush covers over 50 percent of the shrub layer; however, other occurring species include pampas grass and summer mustard. This vegetation cover is part of the *Baccharis pilularis* Shrubland Alliance which has a G5 S5 rarity ranking. This rarity ranking is defined as secure in both its global and California range.

##### ***Baccharis salicifolia* SHRUBLAND ALLIANCE – MULEFAT THICKETS**

Primarily in the lower portion of Drainage A, approximately 0.31 acre consists of mulefat (*Baccharis salicifolia*) thickets. According to the MCV II, these areas fit the *Baccharis salicifolia* Shrubland Alliance which has a rarity ranking of G5 S4 which is defined as secure within and outside of California. Other co-occurring species include coyote brush and summer mustard.

##### ***Brassica (nigra)* and Other Mustards SEMI-NATURAL HERBACEOUS STANDS – UPLAND MUSTARDS**

Disturbed areas dominated by invasive, non-native upland mustard species (*Hirschfeldia incana* and *Brassica nigra*) account for approximately 12.35 acres throughout the 13.84-acre parcel and accounting for 89-percent of the vegetative cover in the parcel. These vegetation alliances belong to the *Brassica (nigra)* and Other Mustards Semi-Natural Herbaceous Stands classification in the MCV II.

***Cortaderia (jubata, selloana)* SEMI-NATURAL HERBACEOUS STANDS– PAMPAS GRASS PATCHES**

Approximately 0.03 acre in Drainage A consists of a patch of pampas grass (*Cortaderia selloana*). This highly invasive vegetation cover belongs to the *Cortaderia (jubata, selloana)* Semi-Natural Herbaceous Stands – Pampas grass patches classification in the MCV II.

***Nasella pulchra* HERBACEOUS ALLIANCE – PURPLE NEEDLE GRASS GRASSLAND**

Approximately 0.22 acre immediately south Drainage A consists of areas where purple needle grass exceeds 10-percent cover in the herb layer. Other species in this layer are primarily upland mustard species or non-native grasses and a few native herbs such as golden stars (*Bloomeris crocea*). This vegetation cover meets the membership rules for the *Nasella pulchra* Herbaceous Alliance – Purple needle grass grassland, which has a rarity ranking of G4 S3? which is defined as globally secure, but vulnerable throughout its range at the state level.

***Quercus agrifolia* WOODLAND ALLIANCE – COAST LIVE OAK WOODLAND**

Approximately 0.12 acre within Drainage A consists of areas where coast live oak exceeds 50% relative cover in the tree canopy. Other species in these areas include mulefat, coyote brush, stinging nettle, and cattail. This native vegetation cover is part of the *Quercus agrifolia* Woodland Alliance – Coast live oak woodland, which has a rarity ranking of G5 S4 which is defined as secure within California.

***Rhus integrifolia* SHRUBLAND ALLIANCE – LEMONADE BERRY SCRUB**

Approximately 0.02 acre along the easternmost reach of Drainage A consists of areas where lemonade berry exceeds 50-percent relative cover in the shrub layer. This native vegetation cover is part of the *Rhus integrifolia* Shrubland Alliance – Lemonade berry scrub, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Salix lasiolepis* SHRUBLAND ALLIANCE – ARROYO WILLOW THICKETS**

Approximately 0.04 acre within Drainage A consists of areas where arroyo willow exceeds 50% relative cover or 20-percent absolute cover in the shrub or tree canopy. Other species in these areas include mulefat, coyote brush, and stinging nettle. This native vegetation cover is part of the *Salix lasiolepis* Shrubland Alliance – Arroyo willow thickets, which has a rarity ranking of G4 S4 which is defined as secure throughout its range.

***Sambucus nigra* SHRUBLAND ALLIANCE – BLUE ELDERBERRY STANDS**

Approximately 0.02 acre in Drainage A consists of areas where blue elderberry exceeds 50% cover in the shrub layer. This native vegetation cover is part of the *Sambucus nigra* Shrubland Alliance – Blue elderberry stands, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Disturbed Lands***

Disturbed lands account for 0.34 acre near the northern property boundary associated with a staging area used by city faculty. These areas are predominantly bare dirt roads with occasional ornamental trees.

**Table 1. Summary of Vegetation on 13.84-Acre Deleted Parcel**

Vegetation Type	MCV II	Total (acres)
<i>Baccharis pilularis</i> Shrubland Alliance – Coyote brush scrub	S5	0.39
<i>Baccharis salicifolia</i> Shrubland Alliance – Mulefat thickets	S4	0.31
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	12.35
<i>Cortaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Pampas grass patches	NA	0.03
<i>Nasella pulchra</i> Herbaceous Alliance – Purple needle grass grassland	S3?	0.22
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	0.12
<i>Rhus integrifolia</i> Shrubland Alliance – Lemonade berry scrub	S3	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	0.04
<i>Sambucus nigra</i> Shrubland Alliance – Blue elderberry stands	S3	0.02
Disturbed Areas	NA	0.34
	<b>Total</b>	<b>13.84</b>

## 5. ADDITION TO RESERVE

The City has identified three locations under City ownership that will be dedicated to the County of Orange for incorporation into the Habitat Reserve, totaling 17.58 acres, of which 12.74 acres of coastal sage scrub, 2.88 acres of coast live oak woodland, 0.09 acre of western sycamore woodland, and 1.08 acre of willow riparian forest. For purposes of this Minor Amendment the parcels are referred to as the Northerly Parcel, Site C Coastal Sage Scrub Parcel. And the Site C Mixed Vegetation Parcel. Each is described below and summarized in Table 2 below.

It is important to note that while the Deleted Parcel is predominately non-native habitat consisting of black mustard accounting for 89-percent of the 13.84 acres, the lands that will be added to the reserve, totaling 17.58 acres supports 16.82 acres of native habitat or 95.6-percent. Thus, the loss of 1.12 acres of native habitat will be replaced with 16.82 acres of native habitat and the loss of 0.39 acre of CSS will be replaced with 12.74 acres of CSS. A brief description of the lands to be added to the Habitat Reserve are provided below and summarized in Table 2.

### Northerly Parcel

The Northerly Parcel is north of Curtis Park (Exhibit 5), is somewhat linear in shape and occurs immediately adjacent to the existing Habitat Reserve. The Northerly Parcel covers approximately 13.88 acres and consists largely of coastal California sagebrush (10.81 acres),

coast live oak woodland (2.88 acres), non-native grassland (0.17 acre) and 0.02 acre of earthen trail. GLA identified three coastal California gnatcatcher locations during site reconnaissance and vegetation mapping; however, protocol surveys were not performed.

**Table 2: Summary of Vegetation to be Added to Reserve**

Vegetation Type	MCV II	Total (acres)
<b>13.88-Acre Northerly Parcel</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	S4	10.81
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	2.88
Non-Native Grassland	NA	0.17
Disturbed or Developed	NA	0.02
<b>Subtotal for Northerly Parcel</b>		<b>13.88</b>
<b>2.16-Acre CSS Area</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	1.90
<i>Platanus racemosa</i> Woodland – Western Sycamore Woodland	NA	0.09
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	0.17
<b>Subtotal for 2.16 Acre CSS Area</b>		<b>2.16</b>
<b>1.54-Acre Site C Mixed Riparian and CSS</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	0.01
<i>Cortaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Pampas grass patches	NA	0.19
Mixed Scrub	NA	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	1.08
<i>Typha (angustifolia, domingensis, latifolia)</i> Herbaceous Alliance – Cattail marshes	S5	0.03
Trail	NA	0.21
<b>Subtotal for Site C Mixed Riparian and CSS</b>		<b>1.54</b>
	<b>Total</b>	<b>17.58</b>



**Site C Mixed Riparian and CSS**

The Site C Riparian and CSS area covers 1.54 acres and includes areas proposed for habitat restoration, specifically, areas that currently support dense thickets of pampas grass (Exhibit 6). The area also supports 1.08 acre of arroyo willow thickets that have the potential to support least Bell's vireo which were identified during protocol surveys for the project.

**Site C Coastal Sage Scrub Area**

The Site C Coastal Sage Scrub area is south of Robert A. Curtis Park just west of the Arroyo Trabuco Golf Course (Exhibit 7). The site consists largely of California sagebrush dominated CSS with 0.09 acre of western sycamore and 0.17 acre of black mustard. During work for the Arroyo Trabuco golf course, GLA detected coastal California gnatcatchers in this area, which contains areas of suitable CSS.

**6. IMPACTS TO TARGET AND IDENTIFIED SPECIES****Deleted Parcel**

As noted above, the Deleted Parcel supports a predominance of non-native mustards and annual grasses and only 0.39-acre of coyote brush scrub CSS. Protocol surveys for the CAGN in 2021 did not detect CAGN on the site or immediately adjacent to the site so there would be no impacts to CAGN. The Biological Technical Report prepared for the project did not identify any other listed or special-status species within the 13.84 acre Deleted Area. Thus, there would be no impacts to listed or other special-status species associated with the transfer of land to the City of Mission Viejo from the Habitat Reserve.

**Added Parcels*****13.88-Acre Northerly Parcel***

As noted above, during site reconnaissance and vegetation mapping for the 13.88-acre Northerly Parcel three occurrences of the CAGN were detected within the 10.81 acres of CSS. Transfer of this land to the Habitat Reserve would result in a net increase in CSS occupied by the CAGN.

***1.54-Acre Site C Mixed Riparian and CSS***

As noted above, least Bell's vireo was observed within the 1.54-acre parcel that will be transferred to the County from the City. This parcel will be subject to habitat restoration efforts including removal of invasive pampas grass and reestablishment of arroyo willow and mulefat scrub in conjunction with preservation of 1.08-acre of arroyo willow forest, resulting in a net increase of suitable habitat for least Bell's vireo in the Habitat Reserve.

***Site C 2.16-Acre CSS Area***

As noted above during biological surveys for the Arroyo Trabuco Golf Course, CAGN were observed in the general vicinity of the 2.16-acre CSS area associated with the City's Site C. The area is dominated by California sagebrush CSS and is presumed to be occupied by CAGN.

**CONSISTENCY WITH HABITAT CONSERVATION PLAN  
MINOR AMENDMENT CRITERIA**

**7. EFFECTS ON COVERED HABITATS**

Three "covered habitats" will be affected by the proposed amendment, including CSS, Oak Woodland, and Willow Riparian Woodland. The proposed amendment will result in the loss of 0.39-acre of coyote brush dominated CSS, with a corresponding addition of 12.74 acres of California sagebrush dominated CSS for a net increase of 12.35 acres of CSS habitat. Therefore, the proposed amendment complies with the Criteria for CSS (i.e., no reduction in the acreage of covered habitat).

The proposed amendment will also impact 0.12 acre of coast live oak woodland. The proposed amendment would include the addition of 2.88 acres of coast live oak woodland associated with the Northerly Parcel resulting in a net increase of 2.76 acre of coast live oak woodland within the Habitat Reserve.

The proposed amendment would impact 0.04 acre of arroyo willow riparian habitat and 0.31 acre of mulefat scrub for a total impact of 0.35 acre of riparian habitat. The transfer of land from the City of Mission Viejo to the County for incorporation into the Habitat Reserve would result in the addition of 1.08 acre of arroyo willow riparian habitat for a net increase of 0.73 acre of riparian habitat within the Habitat Reserve.

**8. EFFECTS ON TARGET AND IDENTIFIED SPECIES**

Based on the survey information for the Robert A. Curtis project, there will be an increase in the number of CAGN (estimated 3 to 4 occurrences) within the Habitat Reserve with adoption of this proposed Minor Amendment. There would also be a net increase of 12.35 acres of CSS in the Habitat Reserve, increasing the overall carrying capacity of the Habitat Reserve for the CAGN. There would be a small increase of riparian habitat within the Habitat Reserve and the potential for one additional occurrence by least Bell's vireo. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain the number of identified occurrences by target species within the Reserve.

**9. NET IMPACT ON THE SIZE OF THE RESERVE**

The proposed Minor Amendment would result in a net increase in the size of the Reserve of 3.74 acres. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain or increase the size of the Reserve. It is important to note that when the net change in covered habitats is considered, the difference is a net increase of 15.80 acres, as summarized in Table 3. This is because much of the deleted land exhibits land cover by non-native species such as black mustard stands, which exhibits lower habitat values than the coastal sage scrub, oak woodland, and willow riparian habitat that will replace the non-native land cover types.

**Table 3: Net Change by Acreage for Covered Habitat Types**

Covered Habitat Type	Deleted Covered Habitat From Reserve	Added Covered Habitat to Reserve	Net Change Covered Habitat within Reserve
Coastal Sage Scrub	-0.39 acre	12.74 acres	+12.35 acres
Oak Woodland	-0.12 acre	2.88 acres	+2.76 acres
Riparian Habitat	-0.39 acre	1.08 acres	+0.69acre
<b>Total</b>	<b>-0.90 acre</b>	<b>16.70 acres</b>	<b>+15.80 acres</b>

#### 10. NET CHANGE IN CONSERVATION VALUE OF COVERED HABITAT

Table 3 identifies the covered habitats within the Added and Deleted Parcels associated with the proposed Minor Amendment. As noted above, areas of CSS to be added to the Habitat Reserve include three occurrences for the coastal California gnatcatcher and would thus result in a net increase in both suitable habitat and the number of gnatcatchers in the Habitat Reserve. Similarly, there would be a small net increase in riparian habitat suitable for least Bell's vireo and the addition of one occurrence based on protocol surveys in 2021.

In addition to the 13.88-acre parcel to the north of Lower Curtis Park, the City proposes to dedicate as open space, the 11.66 acres between the 13.88-acre parcel that will be added to the Habitat Reserve and Lower Curtis Park. The area would be dedicated through a deed restriction or similar instrument. While the County declined to accept this area for addition to the Habitat Reserve, the area includes Physical and Biological Features (PBFs) typically associated with designated Critical Habitat including PBF-1 such as coyote brush and mulefat scrub and willow forest along with areas consistent with PBF-2, such a black mustard. In addition to the habitat functions provided by this area, the area will also provide buffer functions between areas of existing development and the Habitat Reserve.

#### 11. IMPACT ON BIOLOGICAL CONNECTIVITY

Trabuco Creek is a major drainage course within a north-to-south trending canyon known as the Arroyo Trabuco that drains the foothills of the Santa Ana Mountain and drains to the Pacific Ocean. Within the vicinity of the project site, extending upstream to Santa Margarita Parkway and downstream to Interstate 5, widths of the Arroyo Trabuco, from canyon rim to rim or from other features such as residential development or golf courses, range from over 3,000 feet to approximately 1,500 feet with riparian habitat lining the drainage course that is several hundred feet wide in most areas with coastal sage scrub and grasslands on the adjacent slopes and terraces. The Arroyo Trabuco narrows immediately south of the Arroyo Trabuco Golf Course south of the two Site C dedication areas and is also constrained by Interstate 5 where the Trabuco Creek is conveyed under the freeway by a culverted crossing.

In vicinity of Curtis Park, accounting for the developed portions of the existing park, the Arroyo Trabuco ranges from approximately 2,000 to 2,300 feet wide consisting of a broad riparian canopy ranging between 300 and 600 feet wide. Construction of the park extension will reduce

the width of the undeveloped area from about 2,200 feet in width to approximately 1,600 feet in width, which will then be expanded to about 1,800 feet with restoration of the lower park slopes with coastal sage scrub habitat covering approximately five acres. The addition of five acres of coastal sage scrub on the lower slopes of Lower Curtis Park, will provide enhanced connectivity and live-in/breeding habitat within the Arroyo Trabuco for the coastal California gnatcatcher immediately adjacent to the Habitat Reserve. Thus, following development and restoration on the slopes between the park and the Arroyo Trabuco, the habitat corridor in this area will be approximately 1,800 feet which is typical of widths of the Arroyo Trabuco upstream and downstream of the project site. Given these factors, the proposed Minor Amendment will not negatively impact biological connectivity within the Habitat Reserve.

## **12. IMPACT ON THE RESERVE CONFIGURATION**

The proposed Minor Amendment will not negatively impact the configuration of the Reserve. Specifically, the overall configuration of the Habitat Reserved will be largely unchanged. As noted, The Minor Amendment would increase the overall size of the Habitat Reserve by 3.74 acres with a notable increase of Covered Habitats by 15.80 acres of which 12.35 acres consists of coastal sage scrub, occupied by the coastal California gnatcatcher, increasing the overall carrying capacity of the Reserve for this species.

## **13. LAND MANAGEMENT**

### **County Responsibilities for Habitat Reserve**

The City of Mission Viejo is the current landowner of the Added Parcels. The County of Orange is the current landowner of the Habitat Reserve lands that will be transferred to the City of Mission Viejo from the County of Orange for the park expansion.

The County of Orange currently acts as the land manager for areas within the Arroyo Trabuco, and it is anticipated that the County of Orange will serve as the land manager of the Added Parcels following conveyance to the County of Orange.

### **City Responsibilities for Areas Outside of Habitat Reserve'**

Following the land swap, Lower Curtis Park will be adjacent to the Habitat Reserve as will the 11.66-acre parcel to be dedicated as open space to enhance the biological functions of the Habitat Reserved within the Arroyo Trabuco. The responsibilities of the City of Mission Viejo regarding potential indirect impacts associated with the construction and operation of Lower Curtis Park are addressed below and include potential impacts from noise, lighting, and trash.

#### **Noise Impacts**

The area adjacent to Lower Curtis Park support only limited areas of native vegetation that could be used for breeding by the coastal California gnatcatcher or least Bell's vireo. Nevertheless, prior to grading within 300 feet of coastal sage scrub or riparian habitat capable of supporting the

coastal California gnatcatcher or least Bell's vireo a biologist familiar with these species will conduct pre-construction surveys for any grading that is to be conducted during the avian nesting season (February 15 – August 15 for the gnatcatcher and March 15 – August 15 for least Bell's vireo to determine presence/absence within 300 feet of the proposed grading. Should either species be detected within 300 feet, the City will contact USFWS to determine appropriate measures to ensure that no take of federally listed species occurs during construction.

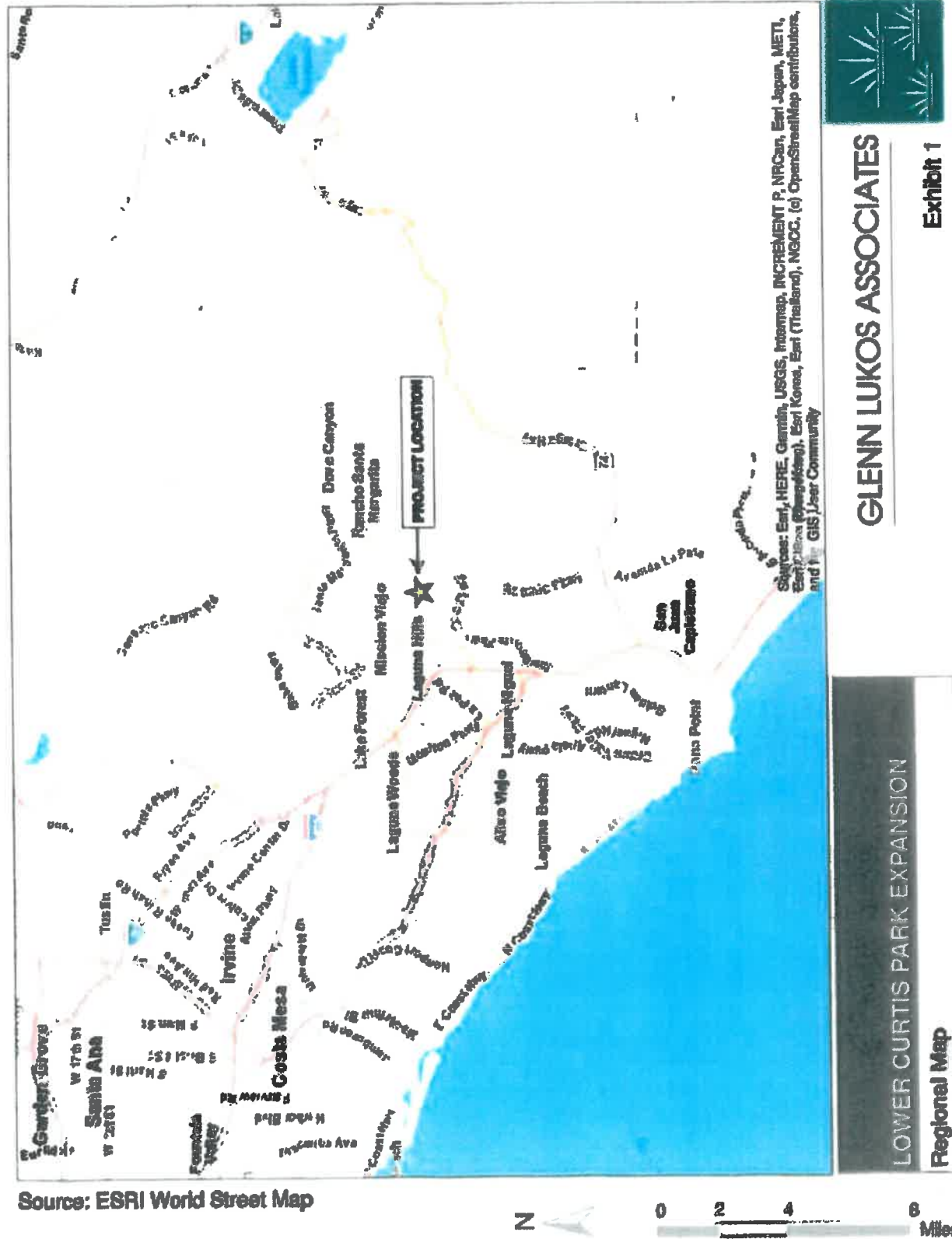
***Lighting***

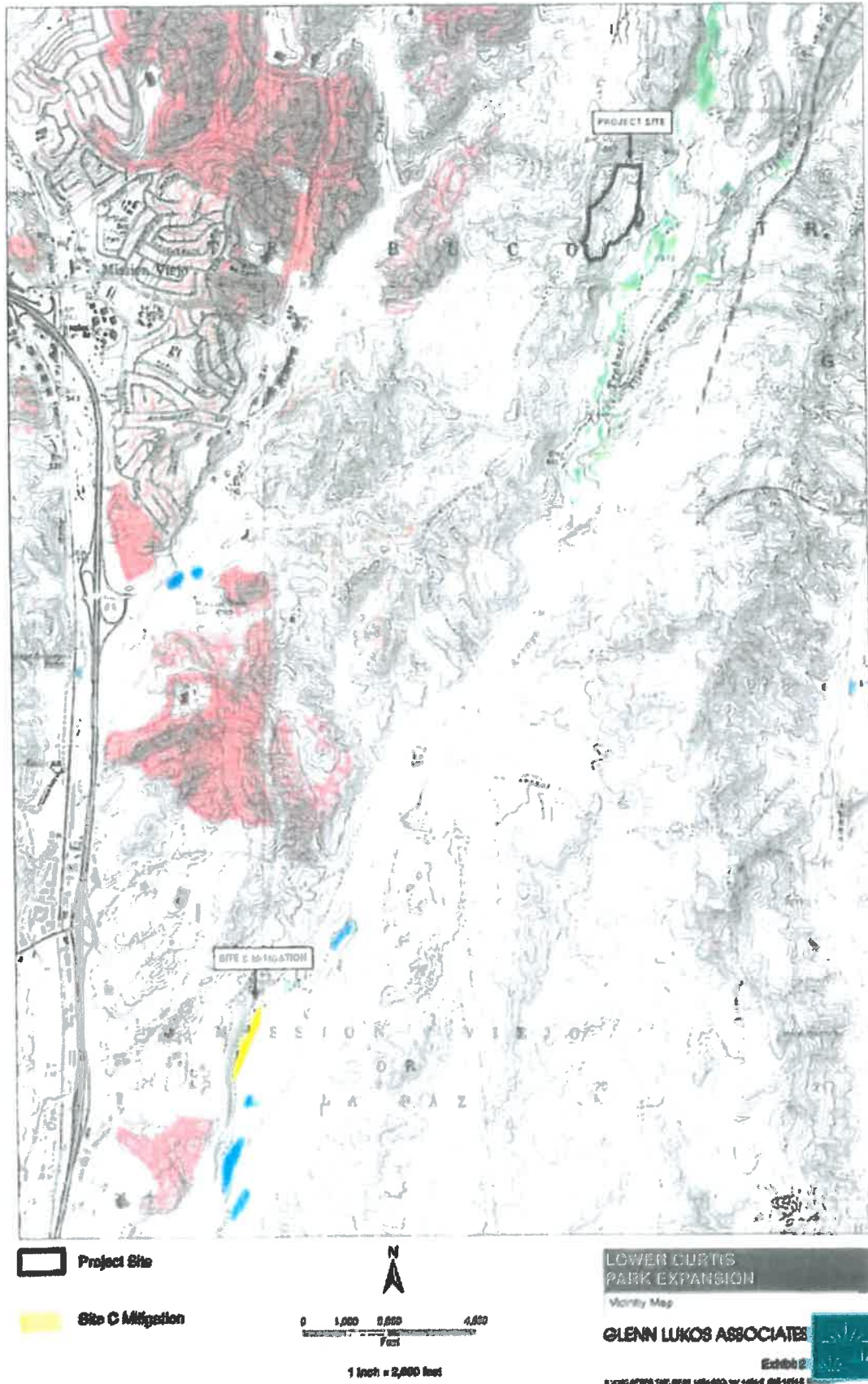
Final design of Lower Curtis Park including the proposed regulation-sized ballfields has not been completed. Thus, lighting plants have not been completed and the potential for night lighting for the ball fields has not been determined. Prior to construction of the ball fields, the City of Mission Viejo will submit to USFWS lighting plans for the park. If night lighting for the ball fields is included in the final design Lower Curtis Park, the City shall submit the plans to USFWS with an analysis of the potential impacts of the lighting of the Habitat Reserve by a qualified biologist.

***Trash***

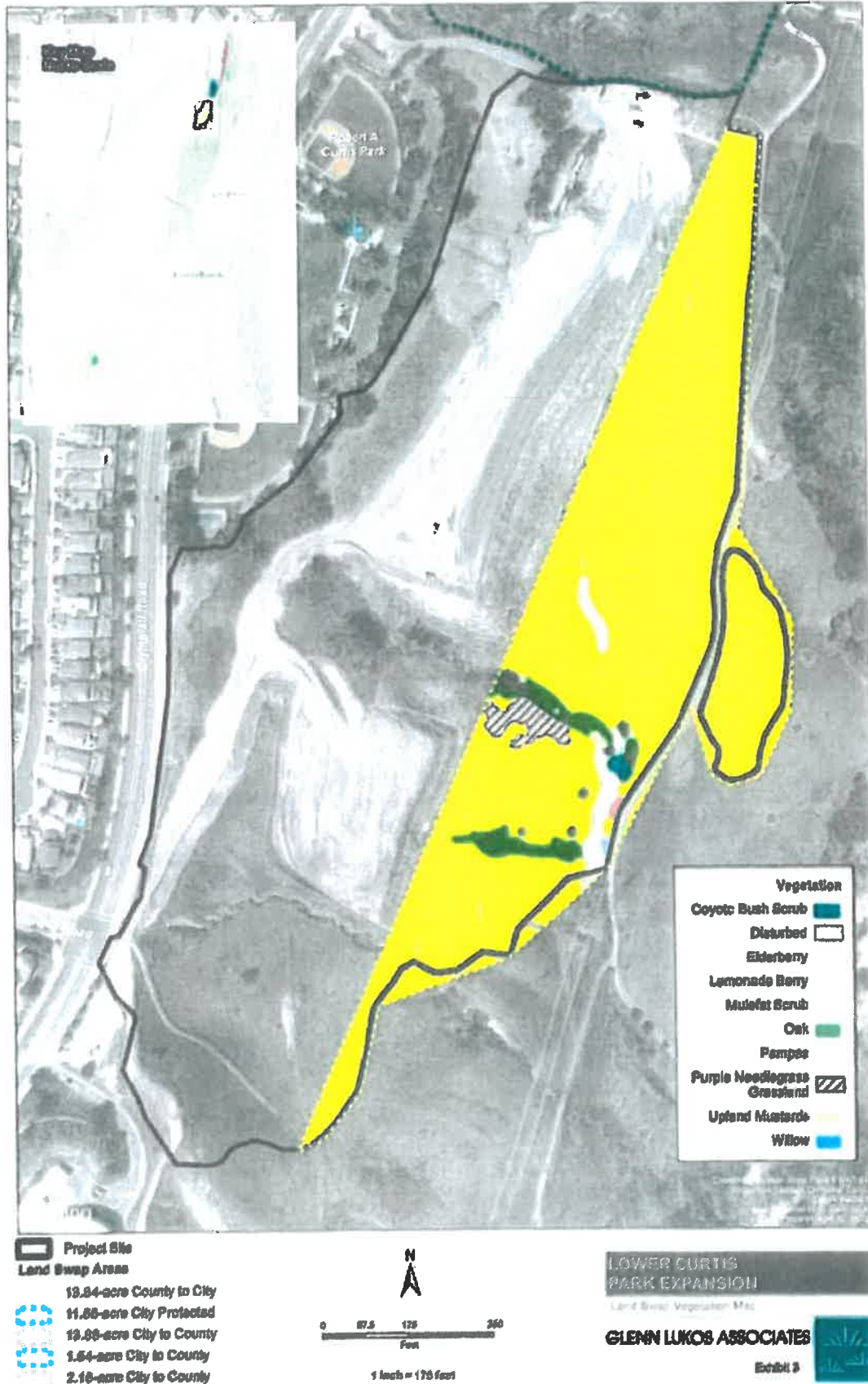
Prior to opening of Lower Curtis Park, the City of Mission Viejo will submit to USFWS for review, the design of trash receptacles that would include design features that would prevent wildlife from accessing the trash.

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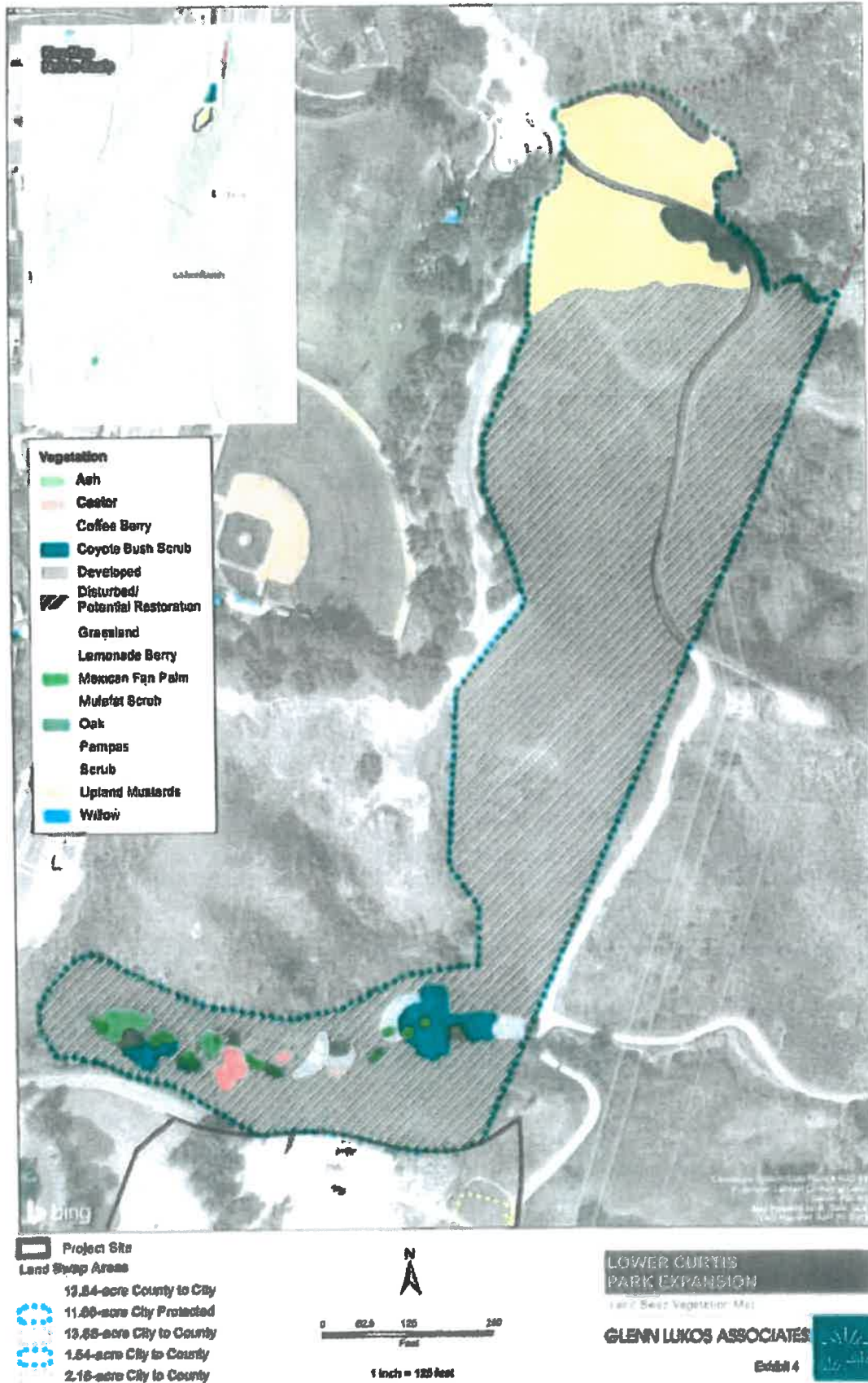






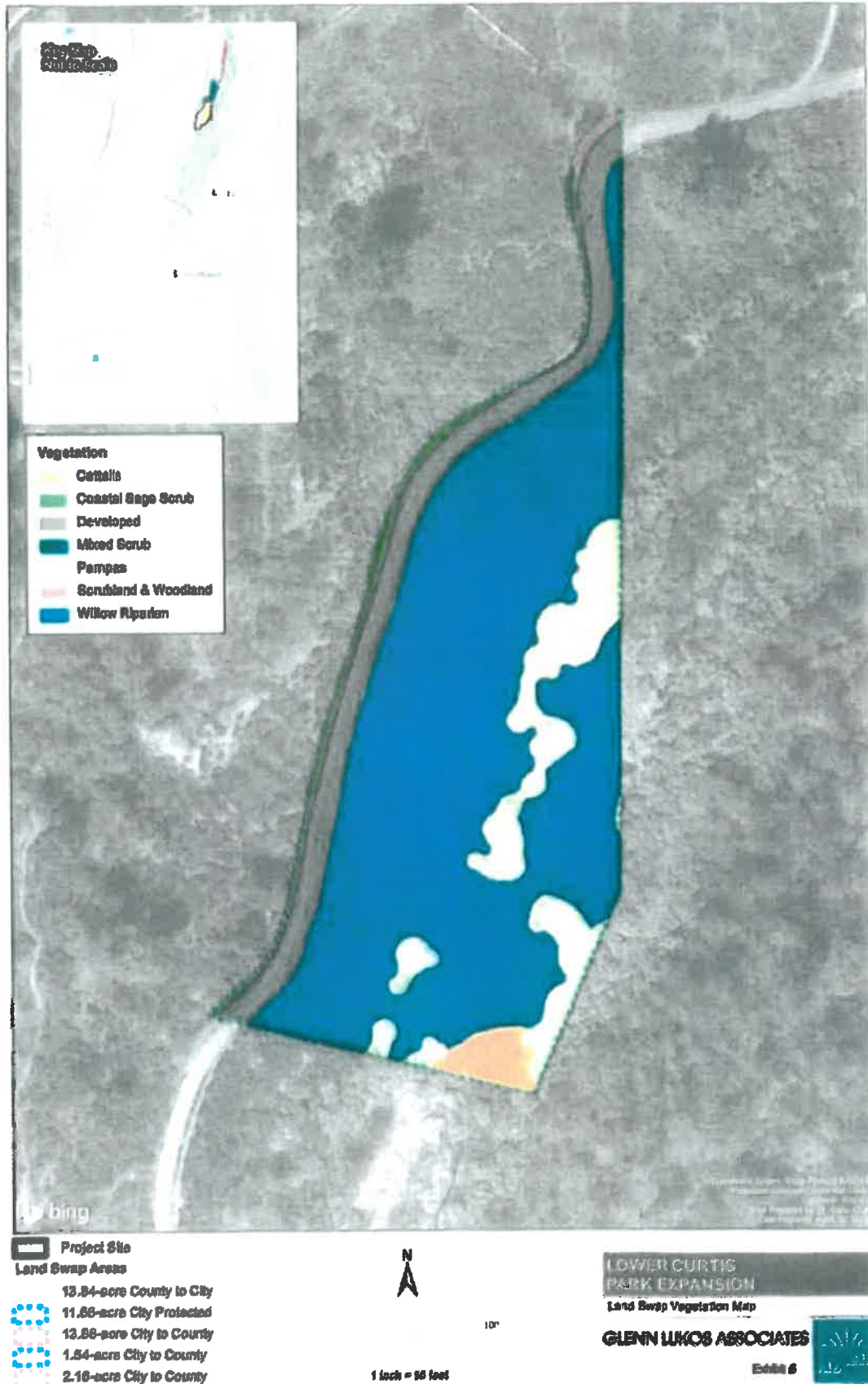


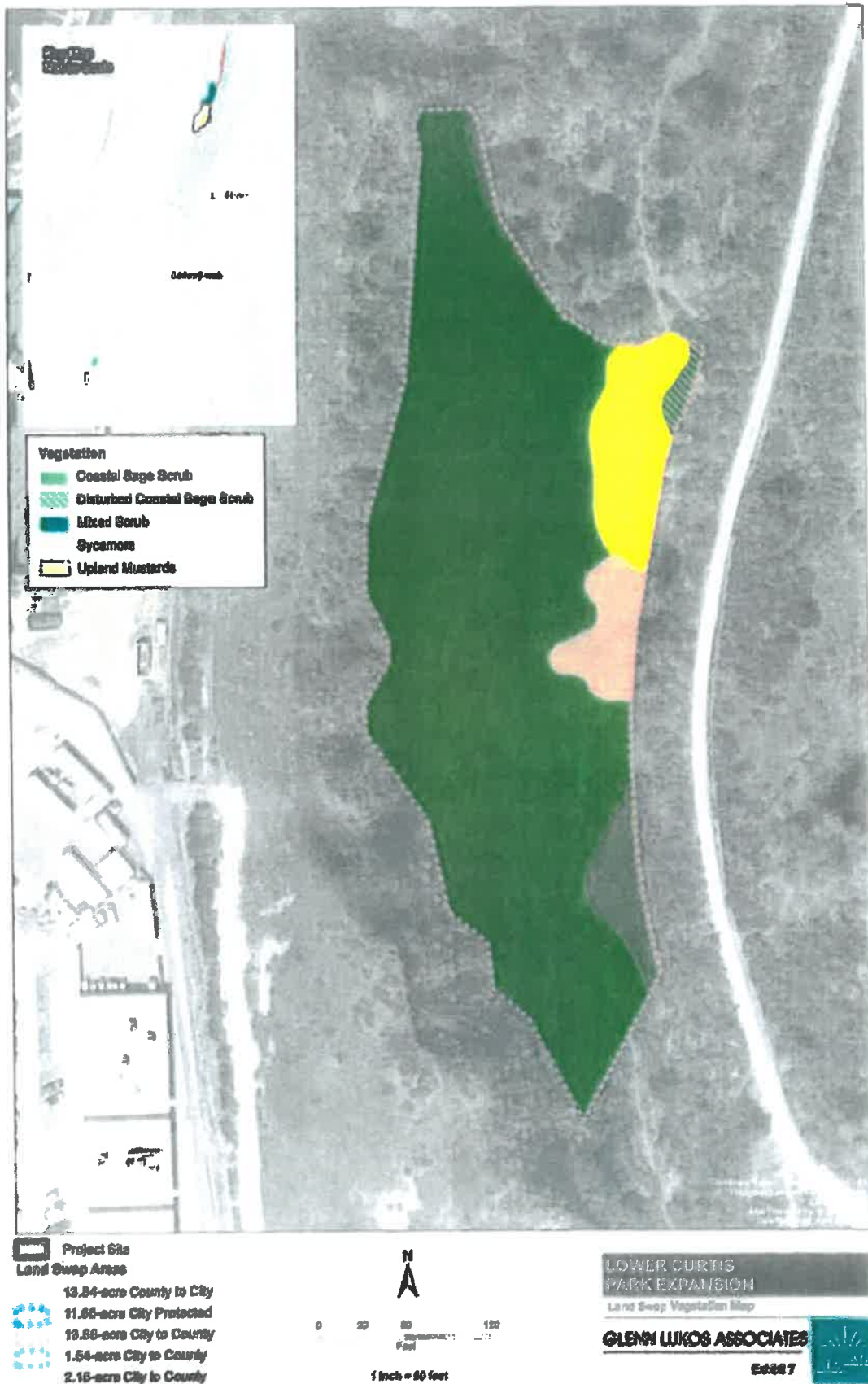












**EXHIBIT D**

**U.S. Fish and Wildlife Approval Letter to Minor Amendment to Habitat Conservation Plan**



**United States Department of the Interior**  
**U.S. FISH AND WILDLIFE SERVICE**  
Ecological Services  
Carlsbad Fish and Wildlife Office  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008



In Reply Refer to:  
23-0099757\_HCP-AMD\_OR

July 3, 2023  
*Sent Electronically*

Brian Kurnow  
Interim Planning and Design Division Manager  
Orange County Parks  
13042 Old Myford Road  
Irvine, California 92602

Mark Chagnon  
Director of Public Works  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691

**Subject:** Minor Amendment to the Orange County Southern Subregion Habitat Conservation Plan for the Lower Curtis Park Expansion Project, Orange County, California

Dear Brian Kurnow and Mark Chagnon:

This letter is in response to the June 27, 2023, request from the County of Orange (County) for a Minor Amendment to remove a 13.84-acre parcel from the Orange County Southern Subregion Habitat Conservation Plan (HCP) Habitat Reserve (Reserve), and add a 13.88-acre parcel, a 1.54-acre parcel, and a 2.16-acre parcel to the Reserve to accommodate the Lower Curtis Park Expansion Project (project). We received the final version of the proposed minor amendment on April 21, 2023 (GLA 2023).

**Project Description**

The project proposes to expand the existing Robert A. Curtis Park in the City of Mission Viejo (City) to cover an additional 40.26 acres by creating a graded pad below the existing park site to accommodate additional sports fields and/or general use areas. The 40.26-acre expansion area currently consists of 26.42 acres of City-owned lands and 13.84 acres of County-owned Reserve lands (Figure 1). The project will also include an access road, drainage improvements, a water quality basin, and temporary landscaping to protect slope areas and prevent erosion. Final design of Lower Curtis Park, including proposed regulation-sized ballfields has not yet been completed.

### Changes to the Reserve

The Implementation Agreement (Section 15.4, p. 72) for the HCP provides the following guidance regarding minor amendments: “Minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve acreage and no long-term net loss of subregional habitat value.” The proposed minor amendment will result in removal of 13.84 acres of County-owned land from the Reserve that will be incorporated into the project footprint. The 13.84-acre County-owned parcel is located in Arroyo Trabuco and consists of about 0.43 acres of native upland scrub, 0.22 acres of native grassland, 0.35 acres of riparian scrub, 0.12 acres of oak woodland, and 12.72 acres of non-native vegetation. The project site, including the County-owned parcel, is known to support dispersal of Covered Species under the HCP, including the coastal California gnatcatcher (*Poliophtila californica californica*, gnatcatcher), but protocol surveys did not detect any gnatcatcher nesting.

To offset the removal of the 13.84-acre parcel, the City will add a 13.88-acre parcel (Northerly Parcel), a 1.54-acre parcel (Site C Mixed Riparian Parcel), and a 2.16-acre parcel (Site C Coastal Sage Scrub Parcel) to the Reserve (17.58 acres total). The Northerly Parcel is a linear strip of land located north of the project site and adjacent to the existing Reserve (Figure 2). It consists of 10.81 acres of coastal sage scrub that supports gnatcatcher, 2.88 acres of oak woodland, and 0.19 acres of non-native vegetation. The Site C Mixed Riparian Parcel includes 1.11 acres of riparian habitat in Arroyo Trabuco south of the project site. About 0.19 acres of pampas grass will be restored to arroyo willow and mulefat at the Site C Mixed Riparian Parcel (Figure 3). The least Bell's vireo (*Vireo bellii pusillus*, vireo), which is a Covered Species under the HCP, has been detected in the vicinity of the Site C Mixed Riparian Parcel. The Site C Coastal Sage Scrub Parcel is located on the southwest end of Arroyo Trabuco and consists of 1.9 acres of coastal sage scrub, 0.09 acre of sycamore woodland, and 0.17 acres of non-native vegetation (Figure 4). Gnatcatchers have been detected in the vicinity of the Site C Coastal Sage Scrub Parcel (GLA 2023).

Overall, the proposed minor amendment will result in the loss of 1.12 acres of native habitat and 12.72 acres of non-native/disturbed habitat from the Reserve. Additions to the Reserve include 17.01 acres of native habitat and 0.57 acre of non-native/disturbed habitat. The net changes to the Reserve will result in the addition of 15.89 acres of native habitat and removal of 12.15 acres of non-native/disturbed habitat. The total change to the Reserve size will be an increase of 3.74 acres (Table 1).

This portion of the Reserve in Arroyo Trabuco serves mainly as a wildlife corridor between the Reserve to the northeast and open space to the south and west in the Cities of San Clemente and San Juan Capistrano. Removal of the 13.88-acre County parcel from the Reserve will make the corridor slightly more constricted in the vicinity of the project, but the addition of the Northerly Parcel and the two Site C Parcels will protect these areas from future development and conserve the integrity of the Reserve corridor on the north and south ends of Arroyo Trabuco.



Table 1. Proposed changes to the Reserve by habitat type.

Habitat type	Removed from Reserve	Added to Reserve	Net Change to Reserve
Coastal sage scrub	0.43	12.74	+12.31
Native grassland	0.22	0	-0.22
Oak woodland	0.12	2.88	+2.76
Riparian scrub/forest	0.35	1.3*	+0.95
Sycamore woodland	0	0.09	+0.09
Non-native vegetation	12.38	0.34	-12.04
Disturbed/Developed	0.34	0.23	-0.11
<b>Total</b>	<b>13.84</b>	<b>17.58</b>	<b>+3.74</b>

\*Includes 0.19 acre of pampas grass that will be restored to riparian scrub.

#### Additional City Commitments

In addition to the Reserve additions summarized above, the City proposes to protect 11.66 acres of City-owned land as open space adjacent to the Reserve with a deed restriction or similar protective instrument (Figure 5). The 11.66-acre parcel consists of mostly non-native vegetation, but also supports coyote bush scrub, mulefat scrub, and riparian scrub. This parcel is situated just north of the project site and south of the Northerly Parcel and will serve as a buffer between existing development (Beebe Park) and the Reserve. This parcel will also contribute to the preservation of the existing wildlife corridor along Arroyo Trabuco. The City will provide a draft deed restriction or other protective instrument to the Carlsbad Fish and Wildlife Office (CFWO) for review and approval. Prior to construction of new park facilities, the City will record the CFWO-approved deed restriction or other protective instrument and provide a final copy to the CFWO. The City will also plant about 5 acres of coastal sage scrub on the Reserve-facing slopes of the project footprint, which will help maintain and enhance wildlife movement through Arroyo Trabuco. The City will provide a draft coastal sage scrub planting, monitoring, and maintenance plan to the CFWO for review and approval prior to construction of new park facilities.

It is not yet known if the ballfields in the expanded park area will require night-lighting. If there is a need for lighting, the City will provide draft lighting plans for the expanded park that minimize the impacts of artificial lighting in the Reserve to the CFWO for review and approval prior to construction of new park facilities. The City will also design trash receptacles for the expanded park area in a way that prevents wildlife from accessing trash. Trash receptacle designs will be submitted to the CFWO for review prior to construction of new park facilities.

Suitable breeding habitat for vireo and gnatcatcher is limited in the vicinity of the project footprint, and noise impacts to nesting vireos and gnatcatchers from construction are unlikely to



Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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occur. However, if any construction will occur within 300 feet of suitable vireo or gnatcatcher habitat during the breeding season for each species (March 15 to September 15 for vireo and February 15 to August 31 for the gnatcatcher), a qualified biologist<sup>1</sup> will conduct pre-construction surveys for vireo and/or gnatcatcher prior to initiating construction. If nesting vireos or gnatcatchers are detected within 300 feet of the project footprint, the City will contact the CFWO to determine appropriate avoidance and minimization measures.

Because the City has an ongoing source of incoming fill, the County has agreed to allow the City to begin placing fill on the County's 13.84-acre parcel before the land swap is finalized, if necessary. The County will issue a license to the City allowing access to the County parcel with the understanding that the land swap will proceed as documents are finalized and recorded. The County and/or City will provide the signed license to the CFWO prior to proceeding with impacts to the County parcel and Reserve. If the land swap does not proceed following City impacts to the Reserve, the City has committed to remove any fill and restore the parcel to existing conditions as mapped in the proposed minor amendment.

#### Conclusion

We believe that the proposed project qualifies as a minor amendment to the HCP because the amendment: 1) will result in a net increase in the size of the Reserve by 3.74 acres; 2) will result in a net increase in the amount of native habitat supporting Covered Species in the Reserve, including coastal sage scrub, oak woodland, and riparian habitat by 15.89 acres; 3) will protect an additional 11.66 acres of City-owned land adjacent to the Reserve; (4) will plant 5 acres of coastal sage scrub and implement other minimization measures during construction of the expanded park project to minimize disturbance to wildlife and degradation to the adjacent Reserve; and (5) will not negatively impact connectivity within the Reserve.

Based on the consistency of this project with the guidelines for minor amendments, we concur with the approval of this proposal as a minor amendment. We thank you for the opportunity to comment on this proposal and your efforts to ensure that the proposed amendment will be a net benefit to the Reserve. Should you have any questions, please contact [Lauren Kershek](#)<sup>2</sup> of this office at 760-431-9440, extension 208.

Sincerely,

CAROL  
ROBERTS

Digitally signed by  
CAROL ROBERTS  
Date: 2023.07.03  
16:45:54 -07'00'

for Jonathan D. Snyder  
Assistant Field Supervisor

<sup>1</sup> The qualified biologist will be a trained ornithologist with at least 40 hours of independent gnatcatcher and vireo observation in the field and documented experience of at least 20 hours of locating and monitoring gnatcatcher and vireo nests. If necessary, more than one biologist may be used.

<sup>2</sup> [lauren\\_kershek@fwa.gov](mailto:lauren_kershek@fwa.gov)

**Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)**

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**Literature Cited**

**[GLA] Glenn Lukos Associates, Inc. 2023. Draft County of Orange Southern Subregion Habitat Conservation Plan Boundary Minor Amendment for the Lower Curtis Park Expansion, Mission Viejo, California. Prepared for the City of Mission Viejo. April.**

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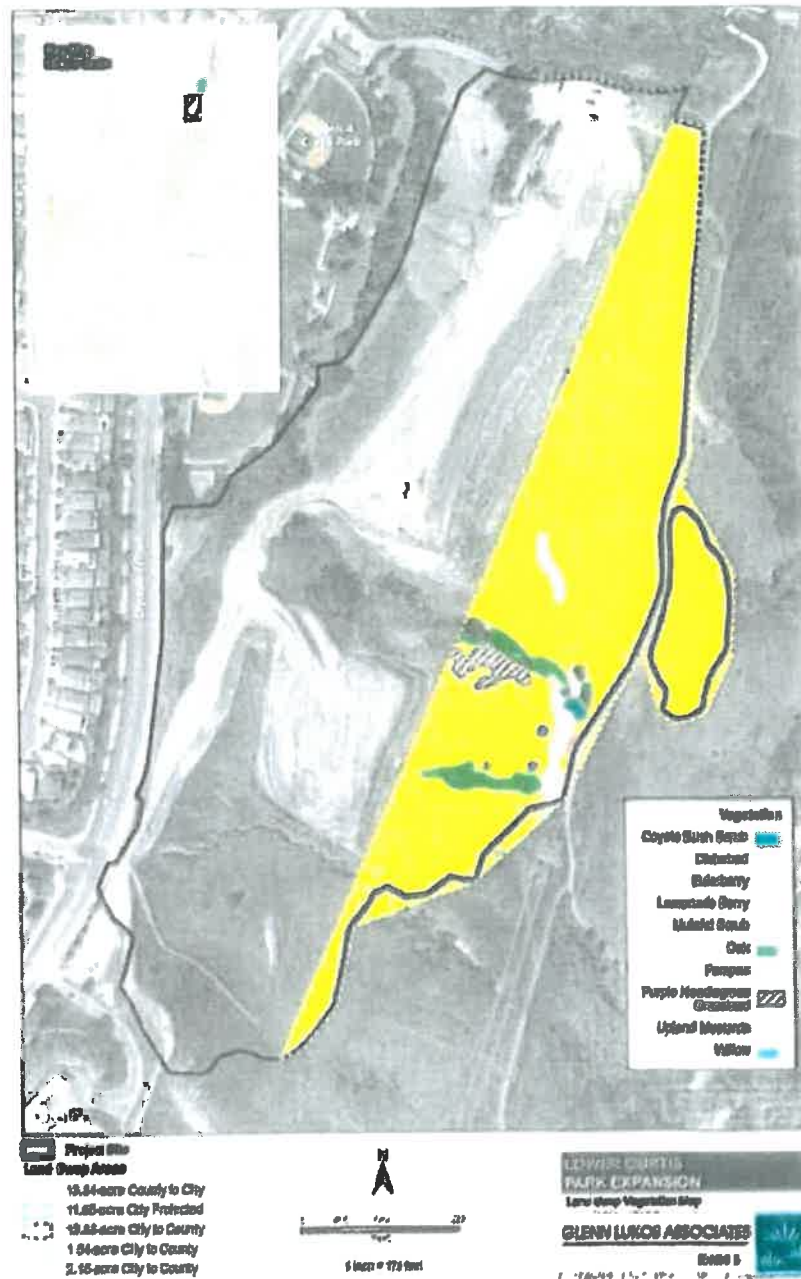


Figure 1. Project site (black outline) and County-owned 13.84-acre Reserve parcel that will be removed from the Reserve (yellow-dotted line) (GLA 2023).

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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Figure 2. The 13.88-acre Northerly parcel that will be added to the Reserve to the north of project site (GLA 2023).

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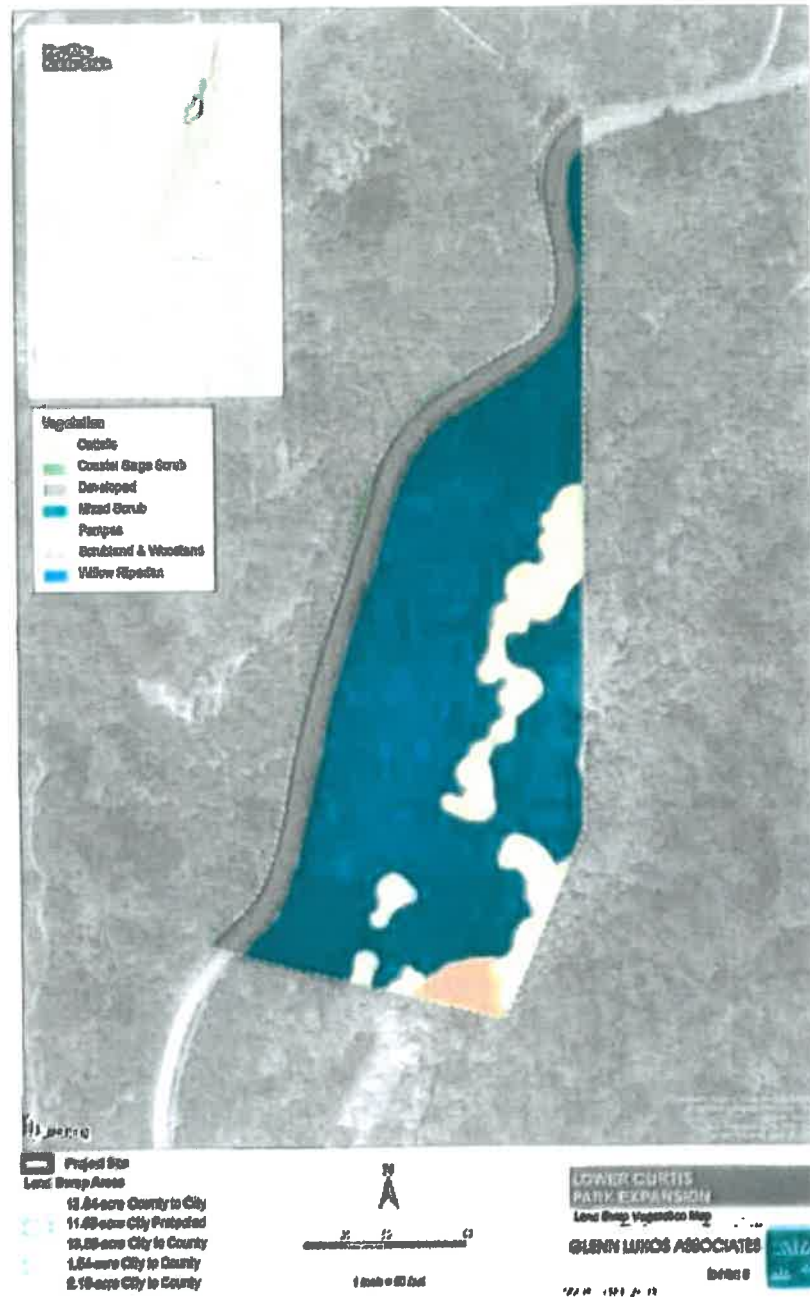
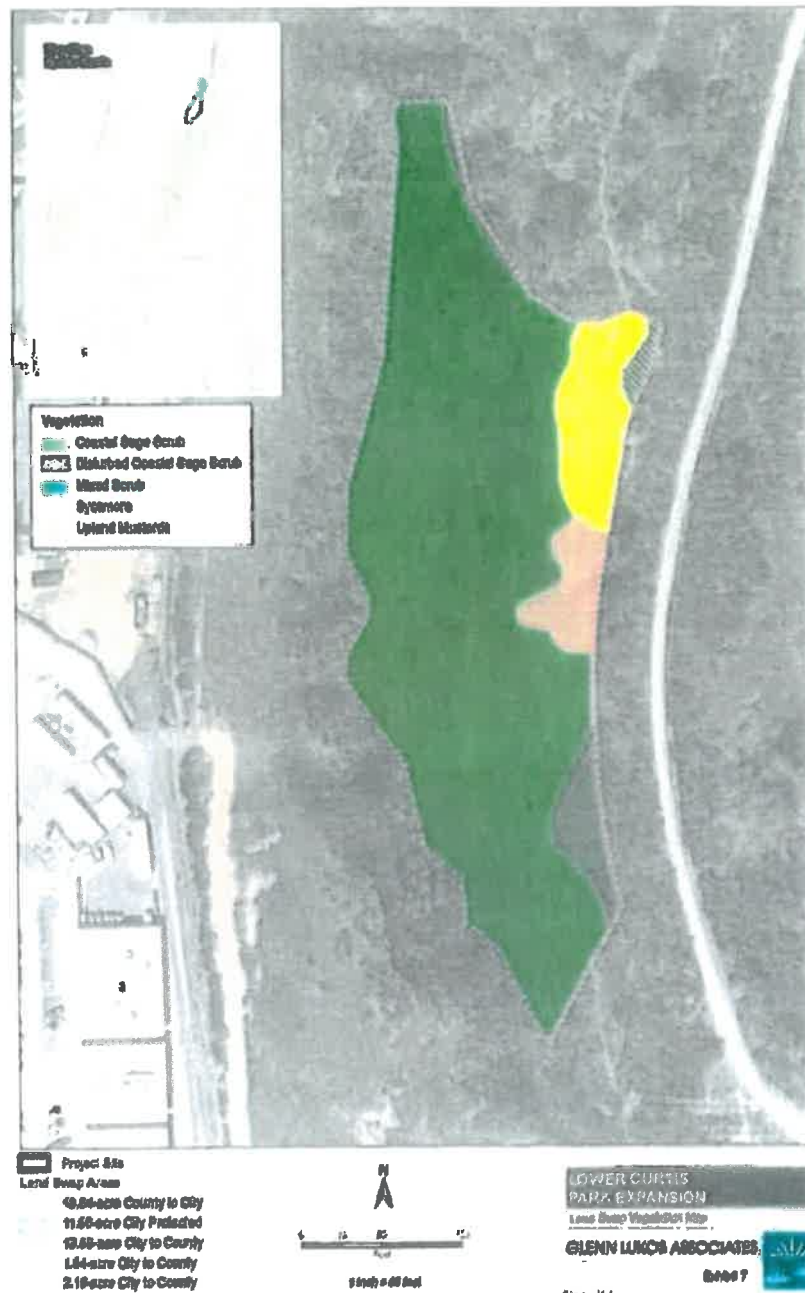


Figure 3. The 1.54-acre Site C Mixed Riparian Parcel that will be added to the Reserve to the south of the project site (GLA 2023).



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**Figure 4. The 2.16-acre Site C Coastal Sage Scrub Parcel that will be added to the Reserve to the south of the project site (GLS 2023).**

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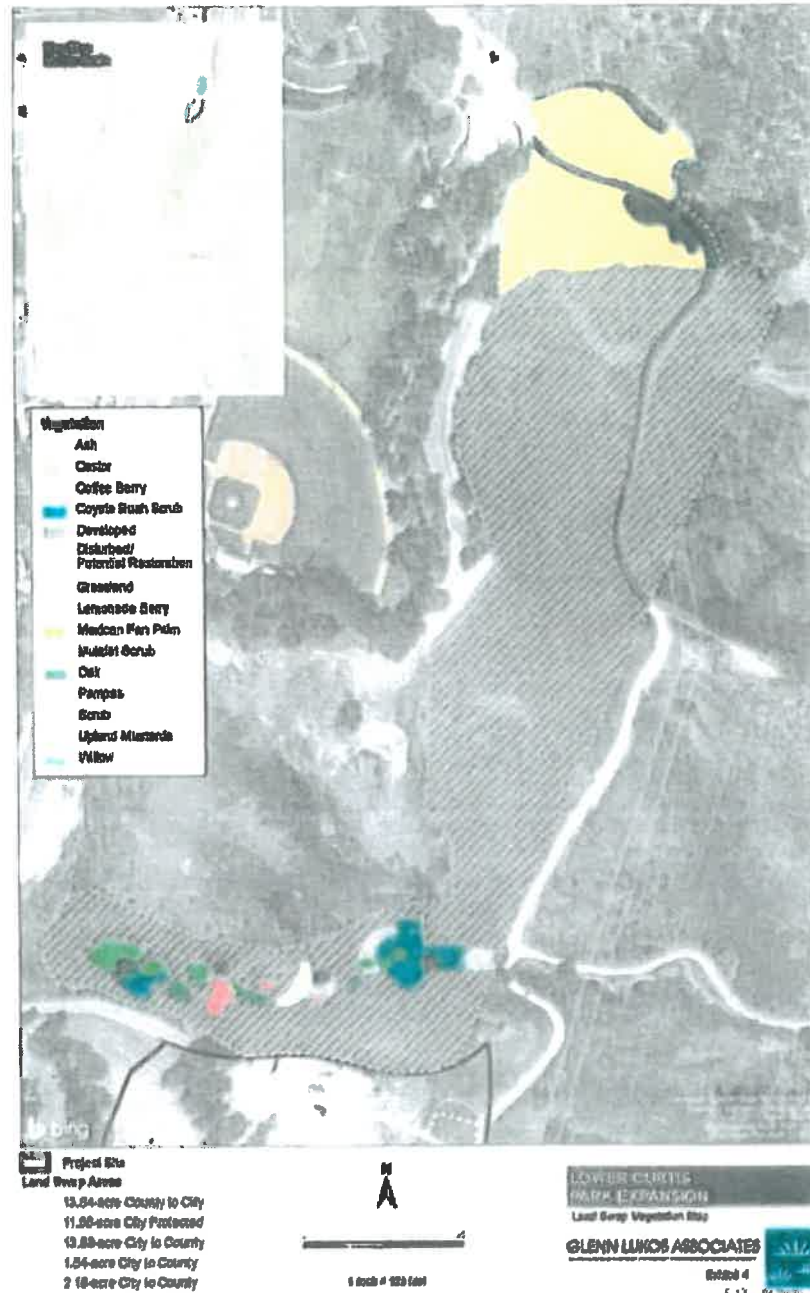


Figure 5. The 11.66-acre parcel that will be protected from development by the City north of the project site (GLA 2023).

**EXHIBIT E**  
**Memorandum of Implementation**



**EXHIBIT E****Amended Memorandum of Implementation Agreement  
for Southern Subregion Habitat Conservation Plan**

The Memorandum of Implementation Agreement, recorded April 21, 2011, as Instrument No. 2011000203732 by the Orange County Clerk-Recorder, as attached herein, has been amended to reflect the following HCP Reserve changes to O'Neill Regional Park through a minor amendment to the Orange County Southern Subregion Habitat Conservation Plan ("HCP") Boundary Minor Amendment for Lower Curtis Park Expansion #23-0099757\_HCP-AMD\_OR, approved and adopted by the United States Fish and Wildlife Service on July 3, 2023.

HCP Reserve Facility Parcel Nos. PR51A-103.01 and PR51A-701.01 are collectively reduced by 13.84 acres, removing portions of:

<b>FACILITY-PARCEL NO.</b>	<b>APN</b>	<b>TOTAL PARCEL AREA +/-</b>
PR51A-103.01 (portion)	125-086-11 (portion)	
PR51A-701.01 (portion)	125-086-20 (portion)	13.84 AC

County Facility Parcel Nos. PR51A-606, PR51A-914, and PR51A-915 are hereby enrolled into the HCP Reserve at O'Neill Regional Park accordingly:

<b>FACILITY-PARCEL NO.</b>	<b>APN</b>	<b>PARCEL AREA +/-</b>
PR51A-606	786-601-01 (portion)	13.88 AC
PR51A-914	740-012-40 (portion)	1.54 AC
PR51A-915	740-012-40 (portion)	2.16 AC



**LEGAL DESCRIPTION**

Those certain parcels of land in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.), Parcel Maps (P.M.B.) or Official Records (O.R.) in the office of the County Recorder of said county:

**CASPERS, RONALD W., WILDERNESS PARK**

FACILITY- PARCEL NO.	M.M./P.M.B./ Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR67A-101.01	O.R. 11072-40	02-08-1974	GA 543-1	5470.96 AC
EXCEPT that portion described as Parcel No. 101.1 in O.R. 14205/189, recorded 09-02-1981				
PR67A-103	O.R. 85-010744	01-11-1985	PR67A-103	1744.02 AC
PR67A-201	O.R. 2003000784758	07-03-2003	PR67A-201	41.22 AC
PR67A-202	O.R. 2003000784758	07-03-2003	PR67A-202	37.06 AC
PR67A-203	O.R. 2003000784758	07-03-2003	PR67A-203	45.70 AC
PR67A-302	M.M. 769/42-47	06-29-1998	TRACT 15533, LOT E	47.048 AC
PR67A-303	M.M. 776/11-16	10-23-1998	TRACT 14950, LOT E	50.610 AC
PR67A-401	O.R. 20020296561	04-09-2002	PR67A-401	8.090 AC
OS51D-101	O.R. 84-167498	04-24-1984	OS51D-101	67.500 AC
OS59N-101	O.R. 88-280159	06-14-1988	OS59N-101	55.475 AC
OS59N-101.1	O.R. 88-280159	06-14-1988	OS59N-101.1	58.657 AC
TOTAL +/-				7826.34 AC

APPROVED

*John D. Pavlik* Date: 10/8/10  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011

**EXHIBIT A**

Document: 2011-00203732 Page: 2

**LEGAL DESCRIPTION**

Those certain parcels of land partly in the City of Orange, all in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.), Parcel Maps (P.M.B.), Deeds (Dds.) or Official Records (O.R.) in the office of the County Recorder of said county:

**O'NEILL REGIONAL PARK**

<b>FACILITY- PARCEL NO.</b>	<b>M.M./P.M.B./ Dds./O.R. No.</b>	<b>RECORDING DATE</b>	<b>PARCEL DESIGNATION USED IN DOCUMENT</b>	<b>PARCEL AREA +/-</b>
PR51A-101	O.R. 10933-212	10-05-1973	PARCEL A	254.103 AC
PR51A-102	O.R. 10933-212	10-05-1973	PARCEL B	130.618 AC
PR51A-103.01	O.R. 82-351595	10-06-1982	PARCELS B, B-1, B-2, B-3 & B-4	627.76 AC
EXCEPT that portion quitclaimed per O.R. 89-184656 recorded 04-07-1989				
PR51A-103.2	O.R. 89-184657	04-07-1989	PR51A-103.2	0.460 AC
PR51A-104	M.M. 547/34-40	10-31-1985	TRACT 12267, LOT B	3.633 AC
PR51A-105	M.M. 562/38-42	08-18-1986	TRACT 12646, LOT A	5.179 AC
PR51A-108	M.M. 600/26-30	05-05-1988	TRACT 12784, LOTS A & B	2.153 AC
PR51A-201	O.R. 11317-820	01-03-1975	GA 506-6	7.040 AC
PR51A-202	O.R. 11347-703	02-27-1975	GA 506-5	20.340 AC
PR51A-203	O.R. 11501-829	09-03-1975	GA 506-4.01	13.039 AC
PR51A-301	O.R. 11104-1607	03-28-1974	GA 550-2.01	231.957 AC
PR51A-501	O.R. 88-284414	06-21-1988	PR51A-106	67.011 AC
PR51A-502	M.M. 600/39-41	05-16-1988	TRACT 13165, LOT A	1.788 AC
PR51A-502.1	M.M. 600/42-44	05-18-1988	TRACT 13166, LOTS A & B	2.584 AC
PR51A-503	M.M. 651/19-23	01-23-1990	TRACT 13428, LOT E	11.369 AC
PR51A-505.01	M.M. 743/46-49	10-24-1996	TRACT 15299, LOT A (Portion)	39.57 AC
EXCEPT that portion quitclaimed per O.R. 20000133094 recorded 03-15-2000.				

**EXHIBIT B**

Document: 2011-00203732 Page: 3

FACILITY-PARCEL NO.	M.M./P.M.B./ Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR51A-507.01	O.R. 20000133095	03-15-2000	PR51A-507	7.685 AC
TOGETHER WITH that land quitclaimed per O.R. 20010806109 recorded 08-30-2001.				
EXCEPT that portion quitclaimed per O.R. 20010806110 recorded 08-30-2001.				
PR51A-601	M.M. 619/20-26	12-12-1988	TRACT 13202, LOT A	1.199 AC
PR51A-602	O.R. 619/10-13	12-15-1988	TRACT 13201, LOT A	7.438 AC
PR51A-603	O.R. 618/43-48	12-15-1988	TRACT 13084, LOTS A, D & E	14.213 AC
PR51A-701.01	O.R. 84-372034	09-06-1984	PR51A-701	211.91 AC
EXCEPT Parcel 701.1 as quitclaimed per O.R. 89-184656 recorded 04-07-1989.				
PR51A-702	O.R. 89-184657	04-07-1989	PR51A-702	0.610 AC
PR51A-703	M.M. 619/1-9	12-16-1988	TRACT 13085, LOT A	8.847 AC
PR51A-704	M.M. 633/39-43	06-09-1989	TRACT 13086, LOT A	3.671 AC
PR51A-801	O.R. 84-372033	09-06-1984	PARCEL 801	134.86 AC
PR51A-802	O.R. 89-184657	04-07-1989	PR51A-802	1.677 AC
PR51A-1001	O.R. 88-261665	05-27-1988	GA 1257-19-1	316.003 AC
PR51A-1002	M.M. 684/1-5	10-30-1991	TRACT 13680, LOT C	6.997 AC
PR51A-1003	M.M. 689/46-50	06-22-1992	TRACT 14413, LOT C	0.889 AC
PR51A-1004	M.M. 689/46-50	06-22-1992	TRACT 14413, LOT F	0.691 AC
PR51A-1005	M.M. 689/27-34	06-15-1992	TRACT 13854, LOTS A, E & F	6.788 AC
PR51A-1006	M.M. 712/16-20	07-26-1994	TRACT 13339, LOT C	6.833 AC
PR51A-1007	M.M. 743/22-28	10-11-1996	TRACT 14274, LOTS A, D & G	8.069 AC
PR51A-1008	M.M. 761/13-20	12-30-1997	TRACT 13340, LOTS E & F	3.251 AC
PR51A-1101	M.M. 672/1-22	12-14-1990	TRACT 13679, LOT L	2.089 AC
PR51A-1102	O.R. 20020387275	05-08-2002	PR51A-1102	5.383 AC
PR51A-1201	M.M. 672/1-22	12-14-1990	TRACT 13679, LOTS B, C & D	9.024 AC

**EXHIBIT B**

Document 2011-00203732 Page. 4

FACILITY- PARCEL NO.	M.M./P.M.B./ Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR51A-1301	O.R. 19960367420	07-19-1996	"OAK TREE" OPEN SPACE	7.710 AC
PR51A-1401	O.R. 95-0050393	02-06-1995	PR51A-1401	57.64 AC
PR51A-1402	O.R. 95-0050393	02-06-1995	PR51A-1402	414.86 AC
PR51A-1403	M.M. 727/23-32	08-21-1995	TRACT 15133, LOT B	1.07 AC
PR51A-1404	M.M. 730/9-13	10-27-1995	TRACT 15208, LOT A	3.733 AC
PR51A-1405	M.M. 741/44-48	08-29-1996	TRACT 15274, LOT E	0.452 AC
PR51A-1406	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT H	0.234 AC
PR51A-1406.1	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT G	0.087 AC
PR51A-1406.2	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT F	0.909 AC
PR51A-1406.3	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT E	0.290 AC
PR51A-1406.4	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT D	0.500 AC
PR51A-1408	M.M. 788/40-43	05-28-1999	TRACT 15645, LOTS A, B, C & D	16.613 AC
PR51A-1409	M.M. 757/42-46	10-03-1997	TRACT 14492, LOTS D THRU I	3.549 AC
PR51A-1411	M.M. 738/42-47	06-20-1996	TRACT 15118, LOT D	1.609 AC
PR51A-1501	O.R. 19950479055	10-27-1995	PR51A-1501	31.678 AC
PR51A-1502.01	O.R. 2010000210668	05-04-2010	PR51A-1502 excluding described exception	409.70 AC
PR51A-1601	O.R. 20020505615	06-17-2002	OS59L-129 Portion - Parcel 2, LL 2001-02	3.209 AC
PR51A-1602	O.R. 20020505615	06-17-2002	OS59L-129 Portion - Parcel 3, LL 2001-02	3.287 AC
PR51A-1603	O.R. 2010000210663	05-04-2010	PR51A-1603 - WYNNE PROPERTY	15.087 AC
PR51A-1701	O.R. 19950479055	10-27-1995	PR51A-1701	23.294 AC
PR51A-1901	M.M. 777/14-31	12-11-1998	TRACT 15615, LOT BC	5.878 AC
TOTAL +/-				3200.10 AC

APPROVED

*John D. Pavlik* Date: 10/8/10  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011



EXHIBIT B

Document: 2011-00203732 Page 5

**LEGAL DESCRIPTION**

Those certain parcels of land in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.) or Official Records (O.R.) in the office of the County Recorder of said county:

**RILEY, GENERAL THOMAS F., WILDERNESS PARK**

FACILITY- PARCEL NO.	M.M./P.M.B./ Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR66A-101	O.R. 85-124683	04-09-1985	PR66A-101	475.192 AC
PR66A-101.1	M.M. 740/1-5	08-30-1996	TRACT 15303, LOT E	0.44 AC
PR66A-102	M.M. 739/41-47	08-30-1996	TRACT 15302, LOT H	4.73 AC
PR66A-102.3	M.M. 750/14-20	05-07-1997	TRACT 15304, LOT I	7.432 AC
PR66A-103	M.M. 756/1-5	09-30-1997	TRACT 15330, LOT C	0.073 AC
PR66A-104	M.M. 756/6-17	09-30-1997	TRACT 15439, LOTS P through T	1.566 AC
PR66A-107	M.M. 761/1-6	12-29-1997	TRACT 15198, LOT E	47.344 AC
PR66A-108	O.R. 20010836185	09-10-2001	Exhibit "1A", Parcel 1 (PR66A-108)	2.34 AC
PR66A-109	O.R. 20010836185	09-10-2001	Exhibit "1A", Parcel 2 (PR66A-109)	3.09 AC
PR66A-111	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT H	0.961 AC
PR66A-112	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT I	0.050 AC
PR66A-113	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT J	0.612 AC
PR66A-114	M.M. 794/25-29	12-23-1999	TRACT 15841, LOT E	0.420 AC
PR66A-115	M.M. 794/25-29	12-23-1999	TRACT 15841, LOT I	0.950 AC
PR66A-116	M.M. 798/27-37	04-06-2000	TRACT 15755, LOTS OO & NN	0.857 AC
PR66A-119	M.M. 798/27-37	04-06-2000	TRACT 15755, LOT MM	2.183 AC
TOTAL +/-				548.24 AC

APPROVED

*John D. Pavlik*  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011

Date: 10/8/10

**EXHIBIT C**

Document: 2011-00203732 Page: 6



**CITY OF MISSION VIEJO**  
**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Quitclaim Deed dated \_\_\_\_\_ from COUNTY OF ORANGE, a political subdivision of the State of California, to THE CITY OF MISSION VIEJO, a body corporate and politic, is hereby accepted by the undersigned officer on behalf of \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF MISSION VIEJO,  
a body corporate and politic

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Wilberg  
City Manager

ATTEST BY:

By: \_\_\_\_\_  
Kimberly Schmitt  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William P. Curley III  
City Attorney

Date: \_\_\_\_\_

**ATTACHMENT VII**  
**Quitclaim Deeds City to County**

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED, RETURN TO:**

City of Mission Viejo  
Attention: City Manager  
200 Civic Center  
Mission Viejo, California 92691

**WITH CONFORMED COPY TO:**

County of Orange  
CEO Real Estate  
County Administration Building North  
400 West Civic Center Drive – Fifth Floor  
Santa Ana, CA 92701

Space above this line for Recorder's Use Only

This document is exempt from recording fees pursuant  
to Government Code Section §6103 and §27383 and  
is exempt from payment of documentary transfer tax  
pursuant to Revenue and Taxation Code Section §11922.

Project Location: City of Mission Viejo  
Facility Name: Curtis Park  
Facility/Parcel No: PR51A-914 & 915  
Project Name: Lower Curtis Park Land Exchange  
A.P. No.: 740-012-40 (Portions)

**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

**THE CITY OF MISSION VIEJO,**  
a body corporate and politic,  
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"**

in an "as is" condition, all of that certain real property in the incorporated City of Mission Viejo, County of Orange, State of California, described in Exhibit A and depicted on Exhibit B ("**Property**"), which exhibits are attached hereto and made a part hereof.

It is understood and agreed by the parties hereto and their successors and assigns that the conveyance is subject to the following:

1. The Property shall be used for park purposes only.
2. Any change in the use of the Property shall necessitate Grantee following County procedures for Park Abandonment, as found in Orange County Codified Ordinance Section 2-5-301.
3. The Property is subject to Minor Amendment #23-0099757\_HCP\_AMD\_OR\_\_\_\_ ("MA", attached hereto as Exhibit C and incorporated herein by this reference) to the Southern Subregion Habitat Conservation Plan ("HCP") as approved and adopted by the U.S. Fish and Wildlife Service on July 3, 2023 (letter of approval to the MA is attached hereto as Exhibit D and incorporated by this reference) and is hereby enrolled into the HCP Reserve and made subject thereto. The Memorandum of Implementation Agreement, April 21, 2011 as Instrument No. 2011000203732 is amended to incorporate the enrollment of the Property into the HCP Reserve as set forth in Exhibit E and incorporated herein by this reference.

**IN WITNESS WHEREOF**, City has executed this Quitclaim Deed as of the date set forth below.

**GRANTOR**

CITY OF MISSION VIEJO,  
a body corporate and politic

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Wilberg  
City Manager

**ATTEST BY:**

By: \_\_\_\_\_  
Kimberly Schmitt  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
William P. Curley III  
City Attorney

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA     )  
   )  
 COUNTY OF ORANGE     )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
 , a Notary Public in and for said State, 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)

Notary Public in and for said State

GRANTEE

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas A. Miller  
Title: Chief Real Estate Officer  
Minute Order dated \_\_\_\_\_, 2024

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**EXHIBIT A**  
**Description of the Property**

Exhibit "A"  
Legal Description  
Southerly Mitigation Parcel  
2.16 Acres

That portion of the real property in the City of Mission Viejo, County of Orange, State of California within Parcel A of Parcel Map No. 93-165, filed November 29, 1994 in Book 285, pages 15 through 17 of Parcel Maps, in the Office of the County Recorder of said Orange County, described as follows:

**Commencing** at the most southerly corner of said Parcel A of said Parcel Map No. 93-165, thence North 23°31'01" East, 964.48 feet along the southeasterly boundary line of said Parcel "A", to the most southerly corner of a Parcel of land conveyed from the City of Mission Viejo, California, to the County of Orange, California, by Quitclaim Deed recorded January 30, 2013 as Instrument 2013000060924, Official Records of said County;

Thence, leaving said southeasterly line, and along the southwesterly line of said Quitclaimed Parcel, North 18°42'13" West 40.35 feet to the beginning of a tangent curve, concave northeasterly having a radius of 405.00 feet;

Thence, northwesterly along said curve an arc distance of 12.60 feet, through a central angle of 1°46'57", to a point on the northwesterly line of a 25.00 foot wide Easement for electrical transmission line and appurtenances conveyed to the San Diego Gas & Electric Company by Easement Deed recorded May 11, 1992, as Instrument 92-309189, Official Records of said Orange County, said easement also being shown on said Parcel Map No. 93-165, a radial bearing of said curve to said point bears South 73°04'44" West, said point being the **True Point of Beginning** of this description,

Thence, South 28°09'51" West 119.30 feet along the northwesterly line of said San Diego Gas and Electric transmission line easement;

Thence, leaving the northwesterly line of said San Diego Gas and Electric transmission line easement, the following twenty-three (23) courses:

North 27°04'06" West 82.45 feet;

North 49°35'27" West, 30.75 feet;

North 07°18'04" West, 33.74 feet;

North 51°16'23" West, 34.11 feet;

North 12°22'16" West, 65.19 feet;



Exhibit "A"  
Legal Description  
Southerly Mitigation Parcel  
2.16 Acres

North 35°11'44" West, 74.30 feet;

North 00°29'12" East, 21.14 feet;

North 30°35'35" East, 32.53 feet;

North 01°43'22" East, 15.49 feet;

North 26°11'43" West, 36.28 feet;

North 01°03'09" East, 48.60 feet;

North 15°48'01" East, 104.15 feet;

North 04°21'32" East, 158.06 feet;

North 15°58'07" West, 16.57 feet;

North 14°07'37" East, 13.00 feet, to a point which is North 23°31'01" East, 1488.14 feet along the above said southeasterly boundary line of said Parcel "A"; from the above described point of COMMENCEMENT, and North 66°28'59" West, 424.91 feet at a right angle from said southeasterly boundary line;

Thence, continuing North 87°27'19" East, 37.76 feet;

South 22°30'58" East, 9.94 feet;

South 12°38'55" East, 69.49 feet;

South 33°00'35" East, 80.65 feet;

South 56°55'32" East, 34.76 feet;

South 85°15'52" East, 22.97 feet;

North 65°41'08" East, 24.68 feet;

Thence, South 61°54'29" East, 26.82 feet to the northeasterly end of the course shown as "S. 16°09'55" W. 36.33 feet" along the general westerly line in the afore-described Quitclaimed parcel;

Exhibit "A"  
Legal Description  
Southerly Mitigation Parcel  
2.16 Acres

Thence along last said course, and the general westerly line of said Quitclaimed parcel the following eight (8) courses:

South 16°09'55" West, 36.33 feet to the beginning of a curve, concave northwesterly, having a radius of 5.00 feet;

Southwesterly along said curve through a central angle of 10°02'47", an arc distance of 0.88 feet;

South 26°12'42" West, 20.00 feet to the beginning of a curve, concave southeasterly having a radius of 115.00 feet;

Southwesterly along said curve through a central angle of 15°39'53", an arc distance of 31.44 feet;

South 10°32'49" West, 91.60 feet to the beginning of a curve, concave easterly having a radius of 505.00 feet;

Southerly along said curve through a central angle of 12°52'49", an arc distance of 113.53 feet;

South 02°20'00" East, 45.42 feet to the beginning of a curve, concave northeasterly having a radius of 405.00 feet;

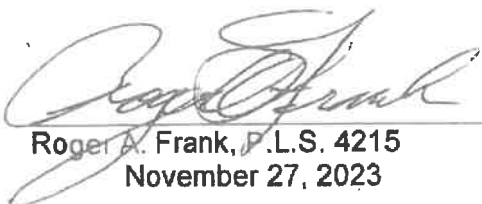
Southeasterly along said curve through a central angle of 14°35'16", an arc distance of 103.11 feet, returning to the TRUE POINT OF BEGINNING.

Containing 2.16 Acres, more or less.

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

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

Prepared by me or under my supervision:

  
 Roger A. Frank, P.L.S. 4215  
 November 27, 2023



**EXHIBIT A****LEGAL DESCRIPTION**

O' NEILL REGIONAL PARK  
 Facility No.: PR51A  
 Parcel No.: 914

That certain estate conveyed to the County of Orange, in the City of Mission Viejo, County of Orange, State of California per the following Official Record in the office of the County Recorder of said County:

ESTATE	PARCEL NO.	OFFICIAL RECORDS NO.	RECORDING DATE	PURPOSES
Trail Easement Deed	PR51A-913	2013000060922	01/30/13	Dog Park Land Exchange

APPROVED

Kevin Hills, County Surveyor, L.S. 6617

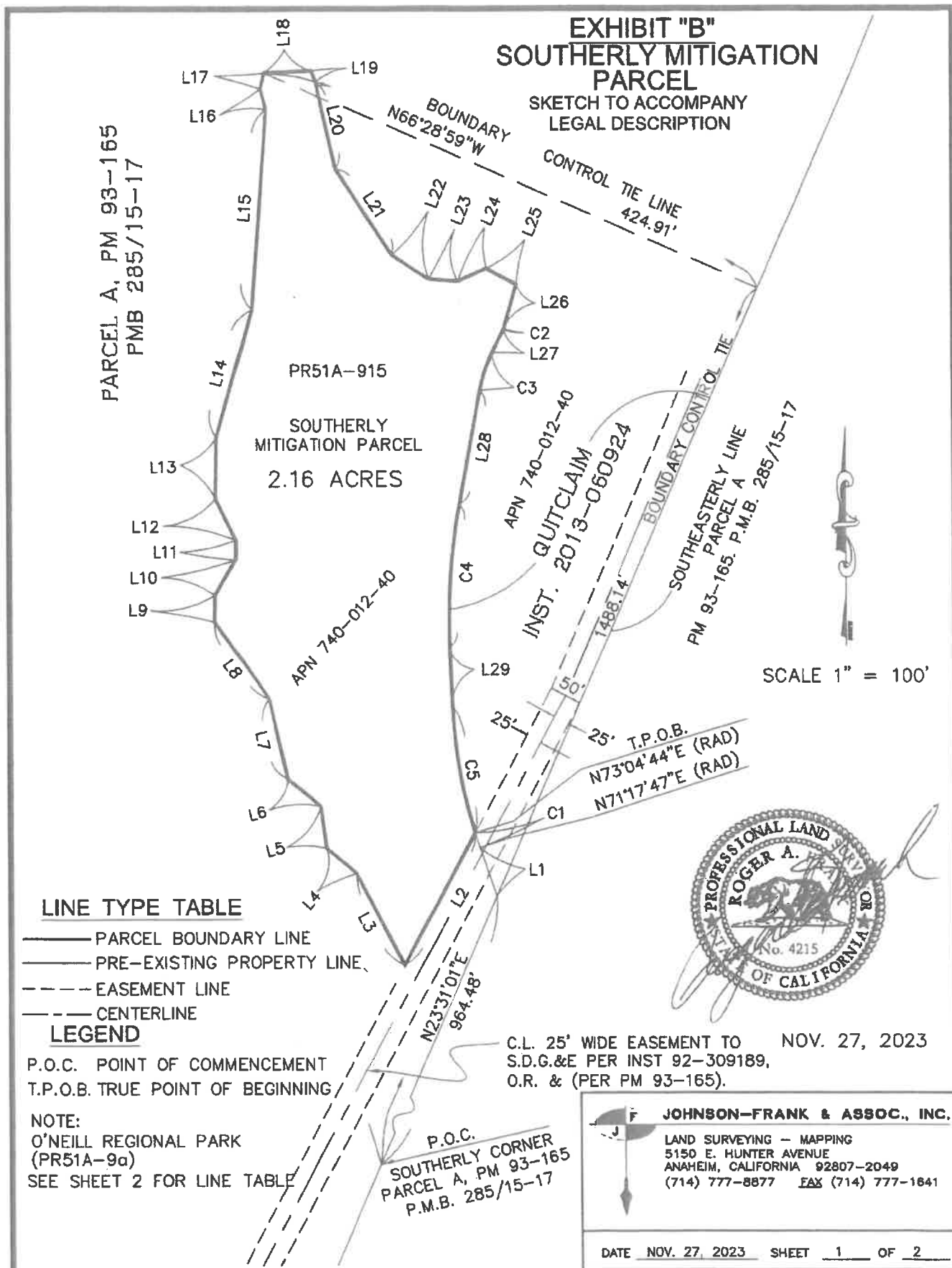


By: Raymond J. Rivera, L.S. 8324

Date: July 11, 2023



**EXHIBIT B**  
**Depiction of the Property**



2021078804 RAF Record Color

**EXHIBIT "B"**  
**SOUTHERLY MITIGATION**  
**PARCEL**  
 SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTION

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N18°42'13"W	40.35'
L2	S28°09'51"W	119.30'
L3	N27°04'06"W	82.45'
L4	N49°35'27"W	30.75'
L5	N07°18'04"W	33.74'
L6	N51°16'23"W	34.11'
L7	N12°22'16"W	65.19'
L8	N35°11'44"W	74.30'
L9	N00°29'12"E	21.14'
L10	N30°35'35"E	32.53'
L11	N01°43'22"E	15.49'
L12	N26°11'43"W	36.28'
L13	N01°03'09"E	48.60'
L14	N15°48'01"E	104.15'
L15	N04°21'32"E	158.06'
L16	N15°58'07"W	16.57'
L17	N14°07'37"E	13.00'
L18	N87°27'19"E	37.76'
L19	S22°30'58"E	9.94'
L20	S12°38'55"E	69.49'
L21	S33°00'35"E	80.65'
L22	S56°55'32"E	34.76'
L23	S85°15'52"E	22.97'
L24	N65°41'08"E	24.68'
L25	S61°54'29"E	26.82'
L26	S16°09'55"W	36.33'
L27	S26°12'42"W	20.00'
L28	S10°32'49"W	91.60'
L29	S02°20'00"E	45.42'

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA
C1	12.60'	405.00'	1°46'57"
C2	0.88'	5.00'	10°02'47"
C3	31.44'	115.00'	15°39'53"
C4	113.53'	505.00'	12°52'49"
C5	103.11'	405.00'	14°35'16"



**JOHNSON-FRANK & ASSOC., INC.**

LAND SURVEYING - MAPPING  
 5150 E. HUNTER AVENUE  
 ANAHEIM, CALIFORNIA 92807-2049  
 (714) 777-8877 FAX (714) 777-1641

DATE NOV. 27, 2023 SHEET 2 OF 2

2021075504 R/F Record Colors

**EXHIBIT C**  
**Minor Amendment to Habitat Conservation Plan**

**COUNTY OF ORANGE  
SOUTHERN SUBREGION  
HABITAT CONSERVATION PLAN  
BOUNDARY MINOR AMENDMENT**

**FOR**

**THE LOWER CURTIS PARK EXPANSION  
MISSION VIEJO, CALIFORNIA**

**April 2023**

**Prepared for:**

**Mark Chagnon  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691  
Telephone:**

**Glenn Lukos Associates, Inc.  
1940 East Deere Avenue, Suite 250  
Santa Ana, California 92705  
Contact: Tony Bomkamp  
Telephone: (949) 929-1651**



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Exhibit 3	13.84-Acre County to City Parcel
Exhibit 4	11.66-Acre City Protected Parcel
Exhibit 5	13.88-Acre City to County Parcel
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## **1. AUTHORITY**

The City of Mission Viejo has requested the County of Orange, in coordination with the U.S. Fish and Wildlife Service (USFWS) to amend the boundaries of the County of Orange Southern Subregion Habitat Conservation Plan (SSHCP) Habitat Reserve (Reserve) through a Minor Amendment. This proposed Minor Amendment is consistent with the Implementing Agreement (Section 15.4, page 72) of the HCP, which states that “minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve Acreage and no long-term net loss of subregional habitat value.”

This proposed Minor Amendment conforms to the guidance established in the IA (i.e., no net loss of Reserve acreage and no net loss of subregional habitat value over the long term) and is considered by the City of Mission Viejo, through the Final Environmental Impact Report (FEIR) to be mitigated to a level that is less than significant.

## **2. PURPOSE**

The purpose of the proposed Minor Amendment is to remove a portion of the Reserve adjacent to the existing Robert A. Curtis Park (the Deleted Parcel) to allow for expansion of Robert A. Curtis Park. Replacement land would occur in nearby parcels within the Arroyo Trabuco (the Added Parcels) that would be incorporated into the Reserve consistent with the requirements of the Criteria. The following benefits would be achieved through the Minor Amendment that would enhance the long-term conservation value of the Reserve:

- A net increase of coastal sage scrub (CSS) habitat which is occupied by the coastal California gnatcatcher.
- A net increase of riparian habitat potentially occupied by least Bell's vireo
- A net addition of high conservation value land.
- A net addition of land area to the Reserve.

## **3. SUMMARY**

The City of Mission Viejo is proposing to expand Curtis Park, which is located adjacent to the Arroyo Trabuco [Exhibits 1 and 2]. The park expansion would cover 40.26 acres, of which 26.42 acres are City owned and 13.84 acres are County owned and part of the SSHCP Habitat Reserve. Added and Deleted Parcels are within the Arroyo Trabuco and are depicted on Exhibits 3, 5, 6, and 7. Exhibit 4 depicts 11.66 acres that the City will protect through a deed restriction or similar instrument.

The proposed project will provide for the future expansion of Curtis Park by creating a rough-graded super-pad below the existing park site to accommodate additional sports fields and/or general use areas. It will include a rough-graded access road, drainage improvements and temporary landscaping to protect slope areas and prevent erosion.

As previously stated, the Project site covers approximately 40.26 acres. The Project site is in the City of Mission Viejo (Exhibit 1) to the east of Olympiad Road, Felipe Road, and Robert A.

Curtis Park, north of Water Tank Road, west of Trabuco Creek Road, and south of Escatron Street (Exhibit 2). Site topography ranges from gently to steeply sloping, with elevations ranging from approximately 619 feet to 782 feet above mean sea level (MSL). Vegetation communities found on site consist of mostly non-native cover types such as mustard fields, non-native grasslands, artichoke thistle fields and ornamental vegetation, with limited areas of coyote brush scrub, coast goldenbush scrub and purple needlegrass grassland. The site also includes a few scattered coast live oaks (*Quercus agrifolia*). Surrounding land uses include undeveloped land to the south, east, and north, and residential development to the west.

#### 4. VEGETATION MAPPING AND SURVEYS

GLA biologists conducted vegetation mapping on June 18, 2020 in accordance with the MCV II for the entire 40.26 acres. Table 1 summarizes the vegetation descriptions for the areas within the 13.84 acres that will be transferred from the County and Habitat Reserve to the City (Deleted Parcel) for incorporation into the expanded park. A vegetation map of the parcel that will be transferred from the County and Habitat Reserve to the City is provided as Exhibit 3.

The vegetation alliances on the Deleted parcel are described below. The 13.84-acre parcel supports very limited native habitat as described below with 89-percent of the vegetation cover consisting of non-native black mustard with and understory of non-native grasses such as wild oats, ripgut brome and hare barley. Focused surveys did not detect the coastal California gnatcatcher within the 13.84-acre parcel.

##### ***Baccharis pilularis* SHRUBLAND ALLIANCE – COYOTE BRUSH SCRUB**

Coyote brush (*Baccharis pilularis*) scrub accounts for approximately 0.39 acre throughout the 13.84-acre parcel. In these areas, coyote brush covers over 50 percent of the shrub layer; however, other occurring species include pampas grass and summer mustard. This vegetation cover is part of the *Baccharis pilularis* Shrubland Alliance which has a G5 S5 rarity ranking. This rarity ranking is defined as secure in both its global and California range.

##### ***Baccharis salicifolia* SHRUBLAND ALLIANCE – MULEFAT THICKETS**

Primarily in the lower portion of Drainage A, approximately 0.31 acre consists of mulefat (*Baccharis salicifolia*) thickets. According to the MCV II, these areas fit the *Baccharis salicifolia* Shrubland Alliance which has a rarity ranking of G5 S4 which is defined as secure within and outside of California. Other co-occurring species include coyote brush and summer mustard.

##### ***Brassica (nigra)* and Other Mustards SEMI-NATURAL HERBACEOUS STANDS – UPLAND MUSTARDS**

Disturbed areas dominated by invasive, non-native upland mustard species (*Hirschfeldia incana* and *Brassica nigra*) account for approximately 12.35 acres throughout the 13.84-acre parcel and accounting for 89-percent of the vegetative cover in the parcel. These vegetation alliances belong to the *Brassica (nigra)* and Other Mustards Semi-Natural Herbaceous Stands classification in the MCV II.

***Cortaderia (jubata, selloana)* SEMI-NATURAL HERBACEOUS STANDS– PAMPAS GRASS PATCHES**

Approximately 0.03 acre in Drainage A consists of a patch of pampas grass (*Cortaderia selloana*). This highly invasive vegetation cover belongs to the *Cortaderia (jubata, selloana)* Semi-Natural Herbaceous Stands – Pampas grass patches classification in the MCV II.

***Nasella pulchra* HERBACEOUS ALLIANCE – PURPLE NEEDLE GRASS GRASSLAND**

Approximately 0.22 acre immediately south Drainage A consists of areas where purple needle grass exceeds 10-percent cover in the herb layer. Other species in this layer are primarily upland mustard species or non-native grasses and a few native herbs such as golden stars (*Bloomeris crocea*). This vegetation cover meets the membership rules for the *Nasella pulchra* Herbaceous Alliance – Purple needle grass grassland, which has a rarity ranking of G4 S3? which is defined as globally secure, but vulnerable throughout its range at the state level.

***Quercus agrifolia* WOODLAND ALLIANCE – COAST LIVE OAK WOODLAND**

Approximately 0.12 acre within Drainage A consists of areas where coast live oak exceeds 50% relative cover in the tree canopy. Other species in these areas include mulefat, coyote brush, stinging nettle, and cattail. This native vegetation cover is part of the *Quercus agrifolia* Woodland Alliance – Coast live oak woodland, which has a rarity ranking of G5 S4 which is defined as secure within California.

***Rhus integrifolia* SHRUBLAND ALLIANCE – LEMONADE BERRY SCRUB**

Approximately 0.02 acre along the easternmost reach of Drainage A consists of areas where lemonade berry exceeds 50-percent relative cover in the shrub layer. This native vegetation cover is part of the *Rhus integrifolia* Shrubland Alliance – Lemonade berry scrub, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Salix lasiolepis* SHRUBLAND ALLIANCE – ARROYO WILLOW THICKETS**

Approximately 0.04 acre within Drainage A consists of areas where arroyo willow exceeds 50% relative cover or 20-percent absolute cover in the shrub or tree canopy. Other species in these areas include mulefat, coyote brush, and stinging nettle. This native vegetation cover is part of the *Salix lasiolepis* Shrubland Alliance – Arroyo willow thickets, which has a rarity ranking of G4 S4 which is defined as secure throughout its range.

***Sambucus nigra* SHRUBLAND ALLIANCE – BLUE ELDERBERRY STANDS**

Approximately 0.02 acre in Drainage A consists of areas where blue elderberry exceeds 50% cover in the shrub layer. This native vegetation cover is part of the *Sambucus nigra* Shrubland Alliance – Blue elderberry stands, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Disturbed Lands***

Disturbed lands account for 0.34 acre near the northern property boundary associated with a staging area used by city faculty. These areas are predominantly bare dirt roads with occasional ornamental trees.

**Table 1. Summary of Vegetation on 13.84-Acre Deleted Parcel**

Vegetation Type	MCV II	Total (acres)
<i>Baccharis pilularis</i> Shrubland Alliance – Coyote brush scrub	S5	0.39
<i>Baccharis salicifolia</i> Shrubland Alliance – Mulefat thickets	S4	0.31
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	12.35
<i>Cortaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Pampas grass patches	NA	0.03
<i>Nasella pulchra</i> Herbaceous Alliance – Purple needle grass grassland	S3?	0.22
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	0.12
<i>Rhus integrifolia</i> Shrubland Alliance – Lemonade berry scrub	S3	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	0.04
<i>Sambucus nigra</i> Shrubland Alliance – Blue elderberry stands	S3	0.02
Disturbed Areas	NA	0.34
<b>Total</b>		<b>13.84</b>

## 5. ADDITION TO RESERVE

The City has identified three locations under City ownership that will be dedicated to the County of Orange for incorporation into the Habitat Reserve, totaling 17.58 acres, of which 12.74 acres of coastal sage scrub, 2.88 acres of coast live oak woodland, 0.09 acre of western sycamore woodland, and 1.08 acre of willow riparian forest. For purposes of this Minor Amendment the parcels are referred to as the Northerly Parcel, Site C Coastal Sage Scrub Parcel. And the Site C Mixed Vegetation Parcel. Each is described below and summarized in Table 2 below.

It is important to note that while the Deleted Parcel is predominately non-native habitat consisting of black mustard accounting for 89-percent of the 13.84 acres, the lands that will be added to the reserve, totaling 17.58 acres supports 16.82 acres of native habitat or 95.6-percent. Thus, the loss of 1.12 acres of native habitat will be replaced with 16.82 acres of native habitat and the loss of 0.39 acre of CSS will be replaced with 12.74 acres of CSS. A brief description of the lands to be added to the Habitat Reserve are provided below and summarized in Table 2.

### Northerly Parcel

The Northerly Parcel is north of Curtis Park (Exhibit 5), is somewhat linear in shape and occurs immediately adjacent to the existing Habitat Reserve. The Northerly Parcel covers approximately 13.88 acres and consists largely of coastal California sagebrush (10.81 acres),

coast live oak woodland (2.88 acres), non-native grassland (0.17 acre) and 0.02 acre of earthen trail. GLA identified three coastal California gnatcatcher locations during site reconnaissance and vegetation mapping; however, protocol surveys were not performed.

<b>Table 2: Summary of Vegetation to be Added to Reserve</b>		
<b>Vegetation Type</b>	<b>MCV II</b>	<b>Total (acres)</b>
<b>13.88-Acre Northerly Parcel</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	S4	10.81
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	2.88
Non-Native Grassland	NA	0.17
Disturbed or Developed	NA	0.02
<b>Subtotal for Northerly Parcel</b>		<b>13.88</b>
<b>2.16-Acre CSS Area</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	1.90
<i>Platanus racemosa</i> Woodland – Western Sycamore Woodland	NA	0.09
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	0.17
<b>Subtotal for 2.16 Acre CSS Area</b>		<b>2.16</b>
<b>1.54-Acre Site C Mixed Riparian and CSS</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	0.01
<i>Cortaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Pampas grass patches	NA	0.19
Mixed Scrub	NA	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	1.08
<i>Typha (angustifolia, domingensis, latifolia)</i> Herbaceous Alliance – Cattail marshes	S5	0.03
Trail	NA	0.21
<b>Subtotal for Site C Mixed Riparian and CSS</b>		<b>1.54</b>
<b>Total</b>		<b>17.58</b>

**Site C Mixed Riparian and CSS**

The Site C Riparian and CSS area covers 1.54 acres and includes areas proposed for habitat restoration, specifically, areas that currently support dense thickets of pampas grass (Exhibit 6). The area also supports 1.08 acre of arroyo willow thickets that have the potential to support least Bell's vireo which were identified during protocol surveys for the project.

**Site C Coastal Sage Scrub Area**

The Site C Coastal Sage Scrub area is south of Robert A. Curtis Park just west of the Arroyo Trabuco Golf Course (Exhibit 7). The site consists largely of California sagebrush dominated CSS with 0.09 acre of western sycamore and 0.17 acre of black mustard. During work for the Arroyo Trabuco golf course, GLA detected coastal California gnatcatchers in this area, which contains areas of suitable CSS.

**6. IMPACTS TO TARGET AND IDENTIFIED SPECIES****Deleted Parcel**

As noted above, the Deleted Parcel supports a predominance of non-native mustards and annual grasses and only 0.39-acre of coyote brush scrub CSS. Protocol surveys for the CAGN in 2021 did not detect CAGN on the site or immediately adjacent to the site so there would be no impacts to CAGN. The Biological Technical Report prepared for the project did not identify any other listed or special-status species within the 13.84 acre Deleted Area. Thus, there would be no impacts to listed or other special-status species associated with the transfer of land to the City of Mission Viejo from the Habitat Reserve.

**Added Parcels*****13.88-Acre Northerly Parcel***

As noted above, during site reconnaissance and vegetation mapping for the 13.88-acre Northerly Parcel three occurrences of the CAGN were detected within the 10.81 acres of CSS. Transfer of this land to the Habitat Reserve would result in a net increase in CSS occupied by the CAGN.

***1.54-Acre Site C Mixed Riparian and CSS***

As noted above, least Bell's vireo was observed within the 1.54-acre parcel that will be transferred to the County from the City. This parcel will be subject to habitat restoration efforts including removal of invasive pampas grass and reestablishment of arroyo willow and mulefat scrub in conjunction with preservation of 1.08-acre of arroyo willow forest, resulting in a net increase of suitable habitat for least Bell's vireo in the Habitat Reserve.

***Site C 2.16-Acre CSS Area***

As noted above during biological surveys for the Arroyo Trabuco Golf Course, CAGN were observed in the general vicinity of the 2.16-acre CSS area associated with the City's Site C. The area is dominated by California sagebrush CSS and is presumed to be occupied by CAGN.

**CONSISTENCY WITH HABITAT CONSERVATION PLAN  
MINOR AMENDMENT CRITERIA**

**7. EFFECTS ON COVERED HABITATS**

Three “covered habitats” will be affected by the proposed amendment, including CSS, Oak Woodland, and Willow Riparian Woodland. The proposed amendment will result in the loss of 0.39-acre of coyote brush dominated CSS, with a corresponding addition of 12.74 acres of California sagebrush dominated CSS for a net increase of 12.35 acres of CSS habitat. Therefore, the proposed amendment complies with the Criteria for CSS (i.e., no reduction in the acreage of covered habitat).

The proposed amendment will also impact 0.12 acre of coast live oak woodland. The proposed amendment would include the addition of 2.88 acres of coast live oak woodland associated with the Northerly Parcel resulting in a net increase of 2.76 acre of coast live oak woodland within the Habitat Reserve.

The proposed amendment would impact 0.04 acre of arroyo willow riparian habitat and 0.31 acre of mulefat scrub for a total impact of 0.35 acre of riparian habitat. The transfer of land from the City of Mission Viejo to the County for incorporation into the Habitat Reserve would result in the addition of 1.08 acre of arroyo willow riparian habitat for a net increase of 0.73 acre of riparian habitat within the Habitat Reserve.

**8. EFFECTS ON TARGET AND IDENTIFIED SPECIES**

Based on the survey information for the Robert A. Curtis project, there will be an increase in the number of CAGN (estimated 3 to 4 occurrences) within the Habitat Reserve with adoption of this proposed Minor Amendment. There would also be a net increase of 12.35 acres of CSS in the Habitat Reserve, increasing the overall carrying capacity of the Habitat Reserve for the CAGN. There would be a small increase of riparian habitat within the Habitat Reserve and the potential for one additional occurrence by least Bell’s vireo. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain the number of identified occurrences by target species within the Reserve.

**9. NET IMPACT ON THE SIZE OF THE RESERVE**

The proposed Minor Amendment would result in a net increase in the size of the Reserve of 3.74 acres. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain or increase the size of the Reserve. It is important to note that when the net change in covered habitats is considered, the difference is a net increase of 15.80 acres, as summarized in Table 3. This is because much of the deleted land exhibits land cover by non-native species such as black mustard stands, which exhibits lower habitat values than the coastal sage scrub, oak woodland, and willow riparian habitat that will replace the non-native land cover types.



**Table 3: Net Change by Acreage for Covered Habitat Types**

Covered Habitat Type	Deleted Covered Habitat From Reserve	Added Covered Habitat to Reserve	Net Change Covered Habitat within Reserve
Coastal Sage Scrub	-0.39 acre	12.74 acres	+12.35 acres
Oak Woodland	-0.12 acre	2.88 acres	+2.76 acres
Riparian Habitat	-0.39 acre	1.08 acres	+0.69acre
<b>Total</b>	<b>-0.90 acre</b>	<b>16.70 acres</b>	<b>+15.80 acres</b>

## 10. NET CHANGE IN CONSERVATION VALUE OF COVERED HABITAT

Table 3 identifies the covered habitats within the Added and Deleted Parcels associated with the proposed Minor Amendment. As noted above, areas of CSS to be added to the Habitat Reserve include three occurrences for the coastal California gnatcatcher and would thus result in a net increase in both suitable habitat and the number of gnatcatchers in the Habitat Reserve. Similarly, there would be a small net increase in riparian habitat suitable for least Bell's vireo and the addition of one occurrence based on protocol surveys in 2021.

In addition to the 13.88-acre parcel to the north of Lower Curtis Park, the City proposes to dedicate as open space, the 11.66 acres between the 13.88-acre parcel that will be added to the Habitat Reserve and Lower Curtis Park. The area would be dedicated through a deed restriction or similar instrument. While the County declined to accept this area for addition to the Habitat Reserve, the area includes Physical and Biological Features (PBFs) typically associated with designated Critical Habitat including PBF-1 such as coyote brush and mulefat scrub and willow forest along with areas consistent with PBF-2, such a black mustard. In addition to the habitat functions provided by this area, the area will also provide buffer functions between areas of existing development and the Habitat Reserve.

## 11. IMPACT ON BIOLOGICAL CONNECTIVITY

Trabuco Creek is a major drainage course within a north-to-south trending canyon known as the Arroyo Trabuco that drains the foothills of the Santa Ana Mountain and drains to the Pacific Ocean. Within the vicinity of the project site, extending upstream to Santa Margarita Parkway and downstream to Interstate 5, widths of the Arroyo Trabuco, from canyon rim to rim or from other features such as residential development or golf courses, range from over 3,000 feet to approximately 1,500 feet with riparian habitat lining the drainage course that is several hundred feet wide in most areas with coastal sage scrub and grasslands on the adjacent slopes and terraces. The Arroyo Trabuco narrows immediately south of the Arroyo Trabuco Golf Course south of the two Site C dedication areas and is also constrained by Interstate 5 where the Trabuco Creek is conveyed under the freeway by a culverted crossing.

In vicinity of Curtis Park, accounting for the developed portions of the existing park, the Arroyo Trabuco ranges from approximately 2,000 to 2,300 feet wide consisting of a broad riparian canopy ranging between 300 and 600 feet wide. Construction of the park extension will reduce

the width of the undeveloped area from about 2,200 feet in width to approximately 1,600 feet in width, which will then be expanded to about 1,800 feet with restoration of the lower park slopes with coastal sage scrub habitat covering approximately five acres. The addition of five acres of coastal sage scrub on the lower slopes of Lower Curtis Park, will provide enhanced connectivity and live-in/breeding habitat within the Arroyo Trabuco for the coastal California gnatcatcher immediately adjacent to the Habitat Reserve. Thus, following development and restoration on the slopes between the park and the Arroyo Trabuco, the habitat corridor in this area will be approximately 1,800 feet which is typical of widths of the Arroyo Trabuco upstream and downstream of the project site. Given these factors, the proposed Minor Amendment will not negatively impact biological connectivity within the Habitat Reserve.

## **12. IMPACT ON THE RESERVE CONFIGURATION**

The proposed Minor Amendment will not negatively impact the configuration of the Reserve. Specifically, the overall configuration of the Habitat Reserved will be largely unchanged. As noted, The Minor Amendment would increase the overall size of the Habitat Reserve by 3.74 acres with a notable increase of Covered Habitats by 15.80 acres of which 12.35 acres consists of coastal sage scrub, occupied by the coastal California gnatcatcher, increasing the overall carrying capacity of the Reserve for this species.

## **13. LAND MANAGEMENT**

### **County Responsibilities for Habitat Reserve**

The City of Mission Viejo is the current landowner of the Added Parcels. The County of Orange is the current landowner of the Habitat Reserve lands that will be transferred to the City of Mission Viejo from the County of Orange for the park expansion.

The County of Orange currently acts as the land manager for areas within the Arroyo Trabuco, and it is anticipated that the County of Orange will serve as the land manager of the Added Parcels following conveyance to the County of Orange.

### **City Responsibilities for Areas Outside of Habitat Reserve'**

Following the land swap, Lower Curtis Park will be adjacent to the Habitat Reserve as will the 11.66-acre parcel to be dedicated as open space to enhance the biological functions of the Habitat Reserved within the Arroyo Trabuco. The responsibilities of the City of Mission Viejo regarding potential indirect impacts associated with the construction and operation of Lower Curtis Park are addressed below and include potential impacts from noise, lighting, and trash.

#### ***Noise Impacts***

The area adjacent to Lower Curtis Park support only limited areas of native vegetation that could be used for breeding by the coastal California gnatcatcher or least Bell's vireo. Nevertheless, prior to grading within 300 feet of coastal sage scrub or riparian habitat capable of supporting the

coastal California gnatcatcher or least Bell's vireo a biologist familiar with these species will conduct pre-construction surveys for any grading that is to be conducted during the avian nesting season (February 15 – August 15 for the gnatcatcher and March 15 – August 15 for least Bell's vireo to determine presence/absence within 300 feet of the proposed grading. Should either species be detected within 300 feet, the City will contact USFWS to determine appropriate measures to ensure that no take of federally listed species occurs during construction.

***Lighting***

Final design of Lower Curtis Park including the proposed regulation-sized ballfields has not been completed. Thus, lighting plants have not been completed and the potential for night lighting for the ball fields has not been determined. Prior to construction of the ball fields, the City of Mission Viejo will submit to USFWS lighting plans for the park. If night lighting for the ball fields is included in the final design Lower Curtis Park, the City shall submit the plans to USFWS with an analysis of the potential impacts of the lighting of the Habitat Reserve by a qualified biologist.

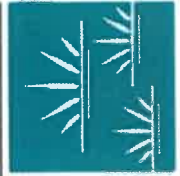
***Trash***

Prior to opening of Lower Curtis Park, the City of Mission Viejo will submit to USFWS for review, the design of trash receptacles that would include design features that would prevent wildlife from accessing the trash.

1454-2\_SSHCP Minor Amendment Request.doc



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Beijing), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



GLENN LUKOS ASSOCIATES

Exhibit 1

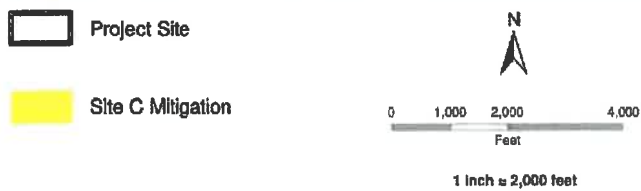
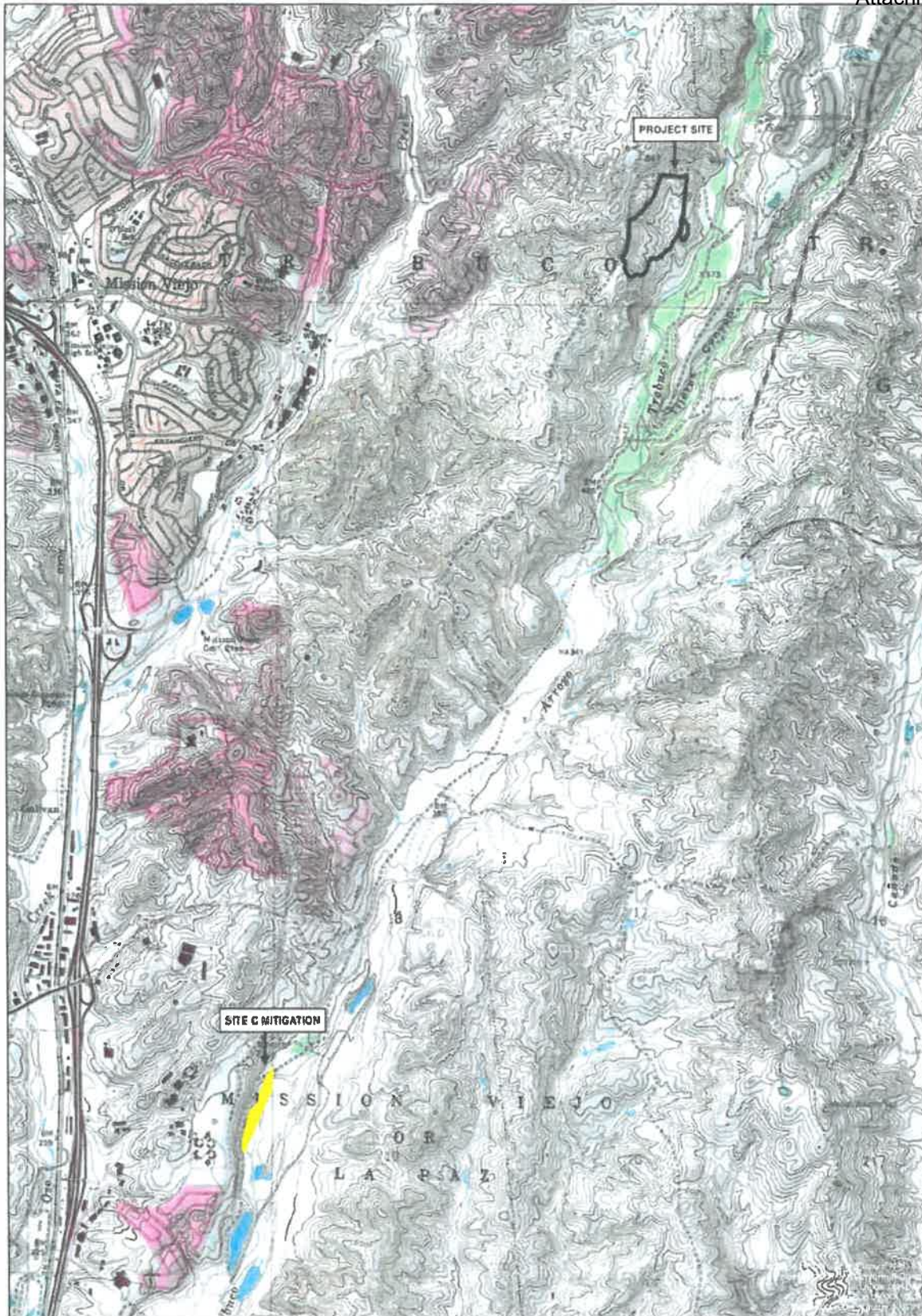
LOWER CURTIS PARK EXPANSION

Regional Map

Source: ESRI World Street Map







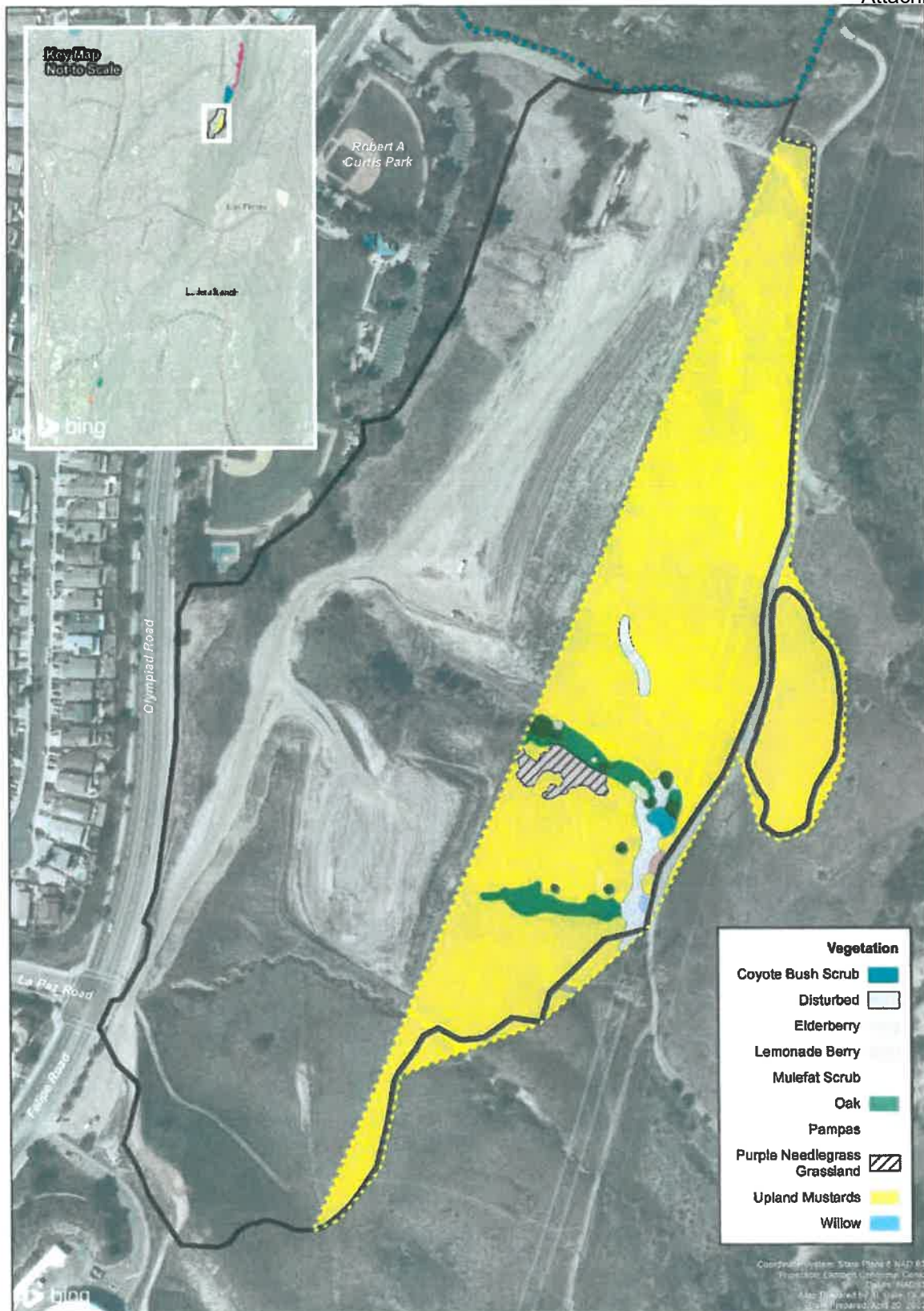
LOWER CURTIS  
PARK EXPANSION  
Vicinity Map

GLENN LUKOS ASSOCIATES

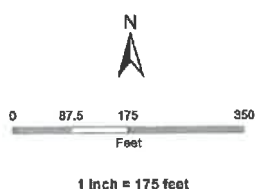
Exhibit 2







- Project Site**
- Land Swap Areas**
- 13.84-acre County to City
  - 11.66-acre City Protected
  - 13.88-acre City to County
  - 1.54-acre City to County
  - 2.16-acre City to County

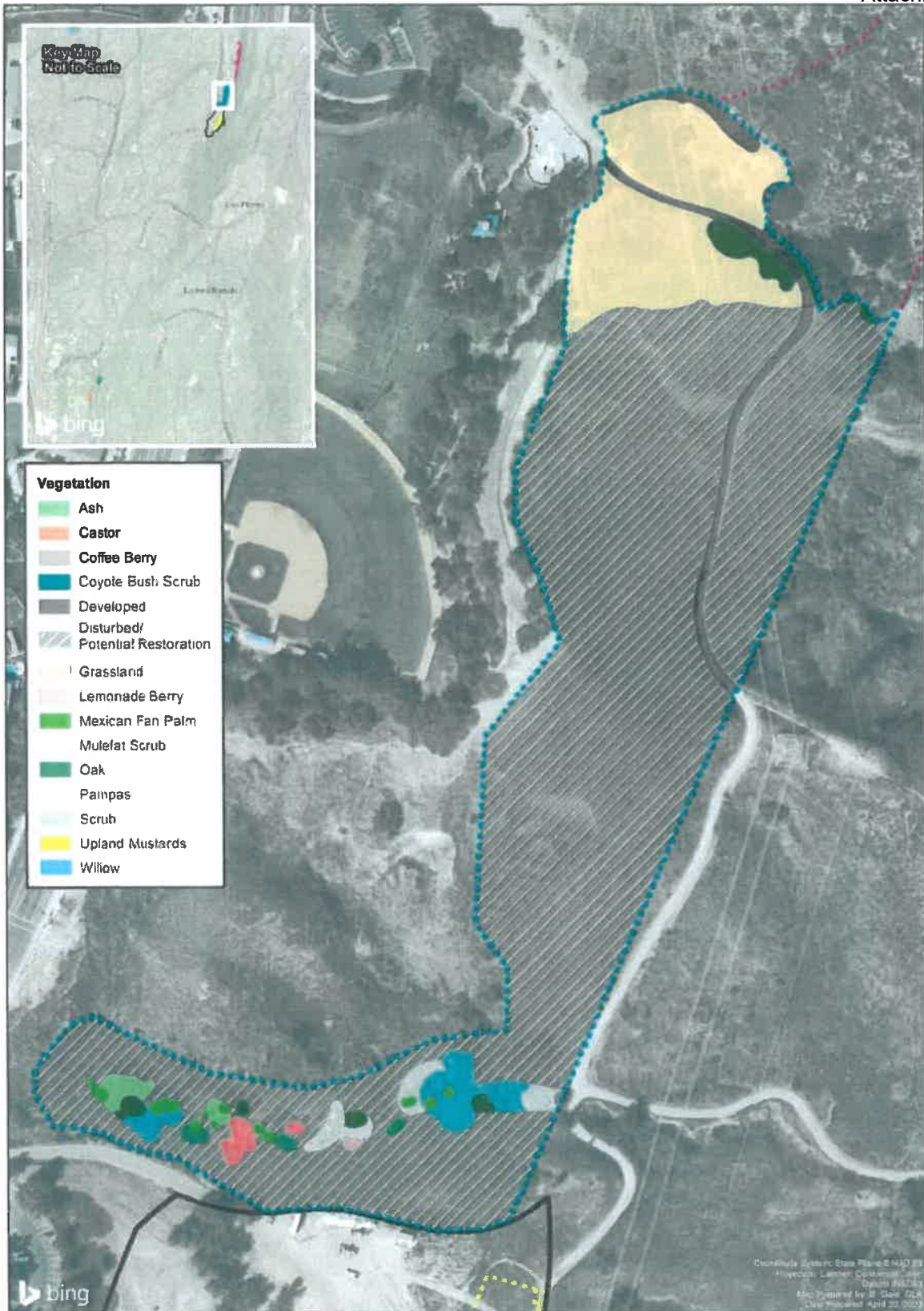


**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Vegetation Map

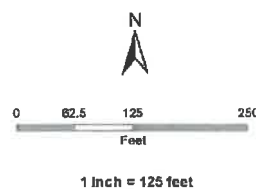
**GLENN LUKOS ASSOCIATES**

Exhibit 3





- Project Site**
- Land Swap Areas**
- 13.84-acre County to City
  - 11.66-acre City Protected
  - 13.88-acre City to County
  - 1.54-acre City to County
  - 2.16-acre City to County



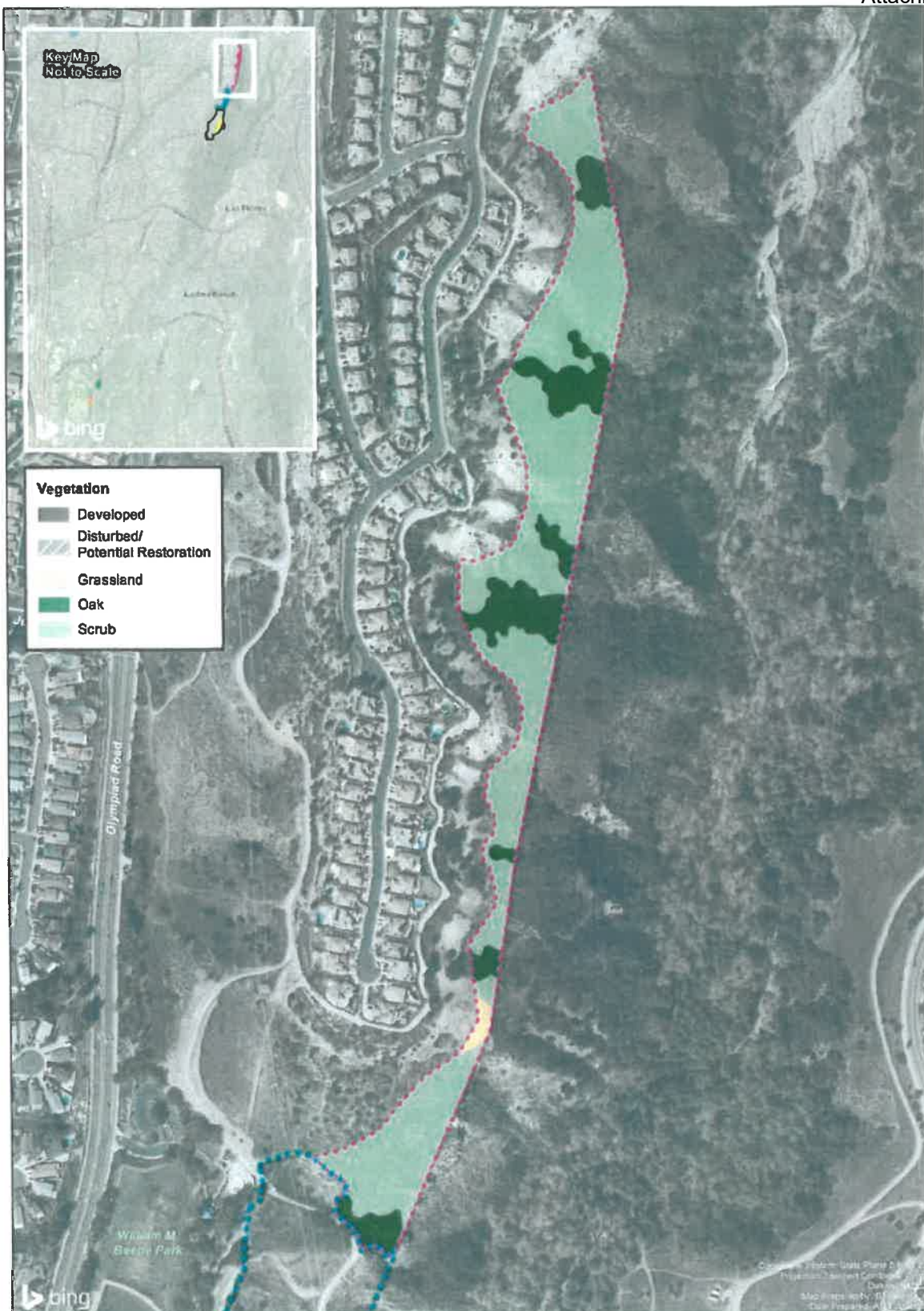
**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Vegetation Map

**GLENN LUKOS ASSOCIATES**

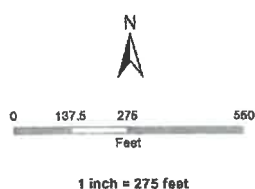
Exhibit 4







- Project Site**
- Land Swap Areas**
- 13.84-acre County to City
  - 11.66-acre City Protected
  - 13.88-acre City to County
  - 1.54-acre City to County
  - 2.16-acre City to County



**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Vegetation Map

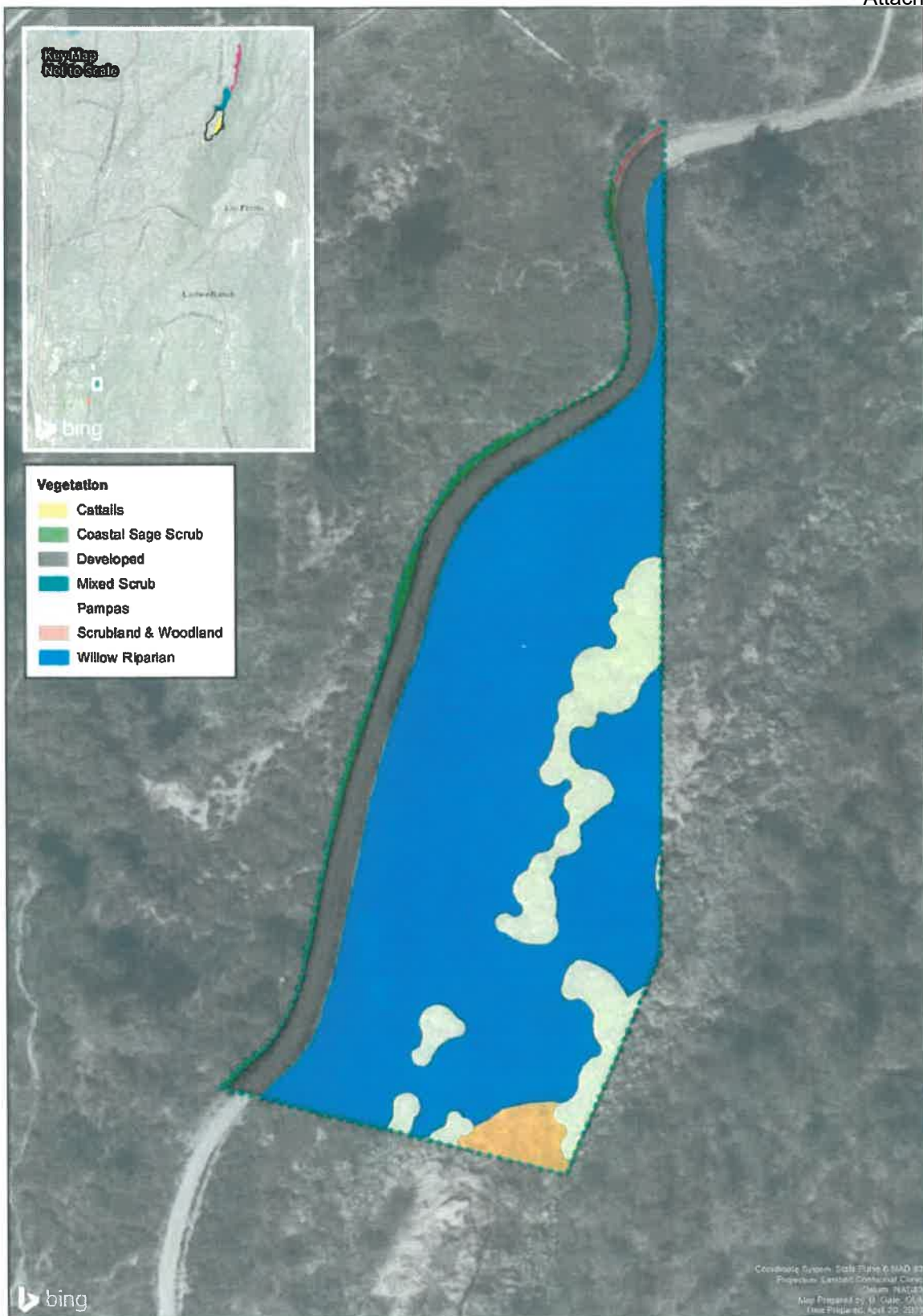
**GLENN LUKOS ASSOCIATES**

Exhibit 5

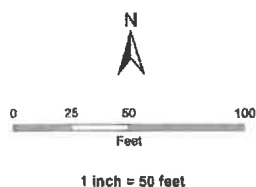


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- Project Site**
- Land Swap Areas**
- 13.84-acre County to City
  - 11.66-acre City Protected
  - 13.88-acre City to County
  - 1.64-acre City to County
  - 2.16-acre City to County

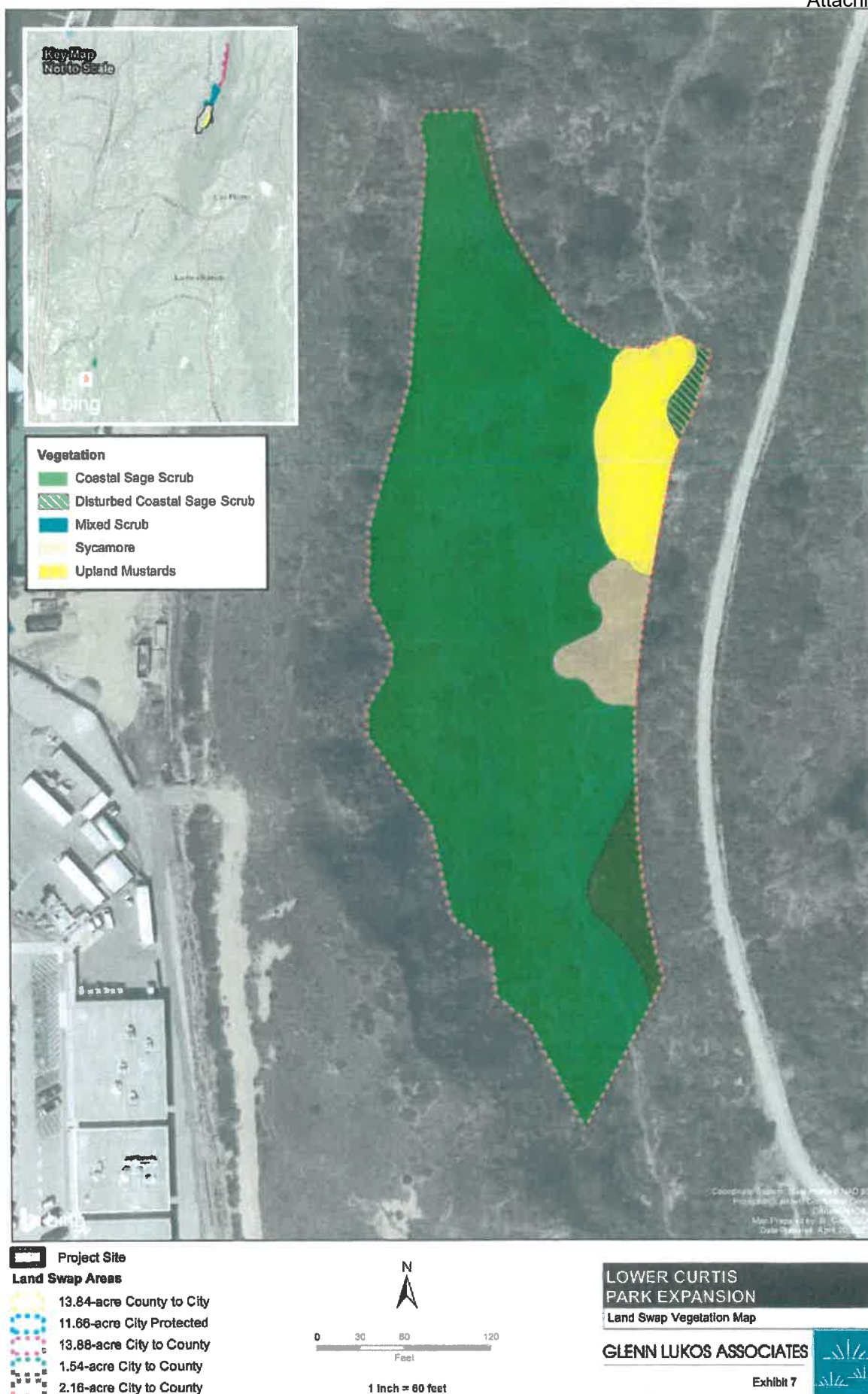


**LOWER CURTIS  
PARK EXPANSION**  
Land Swap Vegetation Map

**GLENN LUKOS ASSOCIATES**

Exhibit 6





**EXHIBIT D**

**U.S. Fish and Wildlife Approval Letter to Minor Amendment to Habitat Conservation Plan**



## United States Department of the Interior

### U.S. FISH AND WILDLIFE SERVICE

Ecological Services  
Carlsbad Fish and Wildlife Office  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008



In Reply Refer to:  
23-0099757\_HCP-AMD\_OR

July 3, 2023  
*Sent Electronically*

Brian Kurnow  
Interim Planning and Design Division Manager  
Orange County Parks  
13042 Old Myford Road  
Irvine, California 92602

Mark Chagnon  
Director of Public Works  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691

**Subject:** Minor Amendment to the Orange County Southern Subregion Habitat Conservation Plan for the Lower Curtis Park Expansion Project, Orange County, California

Dear Brian Kurnow and Mark Chagnon:

This letter is in response to the June 27, 2023, request from the County of Orange (County) for a Minor Amendment to remove a 13.84-acre parcel from the Orange County Southern Subregion Habitat Conservation Plan (HCP) Habitat Reserve (Reserve), and add a 13.88-acre parcel, a 1.54-acre parcel, and a 2.16-acre parcel to the Reserve to accommodate the Lower Curtis Park Expansion Project (project). We received the final version of the proposed minor amendment on April 21, 2023 (GLA 2023).

#### **Project Description**

The project proposes to expand the existing Robert A. Curtis Park in the City of Mission Viejo (City) to cover an additional 40.26 acres by creating a graded pad below the existing park site to accommodate additional sports fields and/or general use areas. The 40.26-acre expansion area currently consists of 26.42 acres of City-owned lands and 13.84 acres of County-owned Reserve lands (Figure 1). The project will also include an access road, drainage improvements, a water quality basin, and temporary landscaping to protect slope areas and prevent erosion. Final design of Lower Curtis Park, including proposed regulation-sized ballfields has not yet been completed.

### Changes to the Reserve

The Implementation Agreement (Section 15.4, p. 72) for the HCP provides the following guidance regarding minor amendments: “Minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve acreage and no long-term net loss of subregional habitat value.” The proposed minor amendment will result in removal of 13.84 acres of County-owned land from the Reserve that will be incorporated into the project footprint. The 13.84-acre County-owned parcel is located in Arroyo Trabuco and consists of about 0.43 acres of native upland scrub, 0.22 acres of native grassland, 0.35 acres of riparian scrub, 0.12 acres of oak woodland, and 12.72 acres of non-native vegetation. The project site, including the County-owned parcel, is known to support dispersal of Covered Species under the HCP, including the coastal California gnatcatcher (*Polioptila californica californica*, gnatcatcher), but protocol surveys did not detect any gnatcatcher nesting.

To offset the removal of the 13.84-acre parcel, the City will add a 13.88-acre parcel (Northerly Parcel), a 1.54-acre parcel (Site C Mixed Riparian Parcel), and a 2.16-acre parcel (Site C Coastal Sage Scrub Parcel) to the Reserve (17.58 acres total). The Northerly Parcel is a linear strip of land located north of the project site and adjacent to the existing Reserve (Figure 2). It consists of 10.81 acres of coastal sage scrub that supports gnatcatcher, 2.88 acres of oak woodland, and 0.19 acres of non-native vegetation. The Site C Mixed Riparian Parcel includes 1.11 acres of riparian habitat in Arroyo Trabuco south of the project site. About 0.19 acres of pampas grass will be restored to arroyo willow and mulefat at the Site C Mixed Riparian Parcel (Figure 3). The least Bell’s vireo (*Vireo bellii pusillus*, vireo), which is a Covered Species under the HCP, has been detected in the vicinity of the Site C Mixed Riparian Parcel. The Site C Coastal Sage Scrub Parcel is located on the southwest end of Arroyo Trabuco and consists of 1.9 acres of coastal sage scrub, 0.09 acre of sycamore woodland, and 0.17 acres of non-native vegetation (Figure 4). Gnatcatchers have been detected in the vicinity of the Site C Coastal Sage Scrub Parcel (GLA 2023).

Overall, the proposed minor amendment will result in the loss of 1.12 acres of native habitat and 12.72 acres of non-native/disturbed habitat from the Reserve. Additions to the Reserve include 17.01 acres of native habitat and 0.57 acre of non-native/disturbed habitat. The net changes to the Reserve will result in the addition of 15.89 acres of native habitat and removal of 12.15 acres of non-native/disturbed habitat. The total change to the Reserve size will be an increase of 3.74 acres (Table 1).

This portion of the Reserve in Arroyo Trabuco serves mainly as a wildlife corridor between the Reserve to the northeast and open space to the south and west in the Cities of San Clemente and San Juan Capistrano. Removal of the 13.88-acre County parcel from the Reserve will make the corridor slightly more constricted in the vicinity of the project, but the addition of the Northerly Parcel and the two Site C Parcels will protect these areas from future development and conserve the integrity of the Reserve corridor on the north and south ends of Arroyo Trabuco.



Table 1. Proposed changes to the Reserve by habitat type.

Habitat type	Removed from Reserve	Added to Reserve	Net Change to Reserve
Coastal sage scrub	0.43	12.74	+12.31
Native grassland	0.22	0	-0.22
Oak woodland	0.12	2.88	+2.76
Riparian scrub/forest	0.35	1.3*	+0.95
Sycamore woodland	0	0.09	+0.09
Non-native vegetation	12.38	0.34	-12.04
Disturbed/Developed	0.34	0.23	-0.11
<b>Total</b>	<b>13.84</b>	<b>17.58</b>	<b>+3.74</b>

\*Includes 0.19 acre of pampas grass that will be restored to riparian scrub.

#### Additional City Commitments

In addition to the Reserve additions summarized above, the City proposes to protect 11.66 acres of City-owned land as open space adjacent to the Reserve with a deed restriction or similar protective instrument (Figure 5). The 11.66-acre parcel consists of mostly non-native vegetation, but also supports coyote bush scrub, mulefat scrub, and riparian scrub. This parcel is situated just north of the project site and south of the Northerly Parcel and will serve as a buffer between existing development (Beebe Park) and the Reserve. This parcel will also contribute to the preservation of the existing wildlife corridor along Arroyo Trabuco. The City will provide a draft deed restriction or other protective instrument to the Carlsbad Fish and Wildlife Office (CFWO) for review and approval. Prior to construction of new park facilities, the City will record the CFWO-approved deed restriction or other protective instrument and provide a final copy to the CFWO. The City will also plant about 5 acres of coastal sage scrub on the Reserve-facing slopes of the project footprint, which will help maintain and enhance wildlife movement through Arroyo Trabuco. The City will provide a draft coastal sage scrub planting, monitoring, and maintenance plan to the CFWO for review and approval prior to construction of new park facilities.

It is not yet known if the ballfields in the expanded park area will require night-lighting. If there is a need for lighting, the City will provide draft lighting plans for the expanded park that minimize the impacts of artificial lighting in the Reserve to the CFWO for review and approval prior to construction of new park facilities. The City will also design trash receptacles for the expanded park area in a way that prevents wildlife from accessing trash. Trash receptacle designs will be submitted to the CFWO for review prior to construction of new park facilities.

Suitable breeding habitat for vireo and gnatcatcher is limited in the vicinity of the project footprint, and noise impacts to nesting vireos and gnatcatchers from construction are unlikely to

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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occur. However, if any construction will occur within 300 feet of suitable vireo or gnatcatcher habitat during the breeding season for each species (March 15 to September 15 for vireo and February 15 to August 31 for the gnatcatcher), a qualified biologist<sup>1</sup> will conduct pre-construction surveys for vireo and/or gnatcatcher prior to initiating construction. If nesting vireos or gnatcatchers are detected within 300 feet of the project footprint, the City will contact the CFWO to determine appropriate avoidance and minimization measures.

Because the City has an ongoing source of incoming fill, the County has agreed to allow the City to begin placing fill on the County's 13.84-acre parcel before the land swap is finalized, if necessary. The County will issue a license to the City allowing access to the County parcel with the understanding that the land swap will proceed as documents are finalized and recorded. The County and/or City will provide the signed license to the CFWO prior to proceeding with impacts to the County parcel and Reserve. If the land swap does not proceed following City impacts to the Reserve, the City has committed to remove any fill and restore the parcel to existing conditions as mapped in the proposed minor amendment.

### Conclusion

We believe that the proposed project qualifies as a minor amendment to the HCP because the amendment: 1) will result in a net increase in the size of the Reserve by 3.74 acres; 2) will result in a net increase in the amount of native habitat supporting Covered Species in the Reserve, including coastal sage scrub, oak woodland, and riparian habitat by 15.89 acres; 3) will protect an additional 11.66 acres of City-owned land adjacent to the Reserve; (4) will plant 5 acres of coastal sage scrub and implement other minimization measures during construction of the expanded park project to minimize disturbance to wildlife and degradation to the adjacent Reserve; and (5) will not negatively impact connectivity within the Reserve.

Based on the consistency of this project with the guidelines for minor amendments, we concur with the approval of this proposal as a minor amendment. We thank you for the opportunity to comment on this proposal and your efforts to ensure that the proposed amendment will be a net benefit to the Reserve. Should you have any questions, please contact [Lauren Kershek](#)<sup>2</sup> of this office at 760-431-9440, extension 208.

Sincerely,

CAROL  
ROBERTS

Digitally signed by  
CAROL ROBERTS  
Date: 2023.07.03  
10:45:54 -07'00'

for Jonathan D. Snyder  
Assistant Field Supervisor

<sup>1</sup> The qualified biologist will be a trained ornithologist with at least 40 hours of independent gnatcatcher and vireo observation in the field and documented experience of at least 20 hours of locating and monitoring gnatcatcher and vireo nests. If necessary, more than one biologist may be used.

<sup>2</sup> [lauren\\_kershek@fws.gov](mailto:lauren_kershek@fws.gov)

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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**Literature Cited**

[GLA] Glenn Lukos Associates, Inc. 2023. Draft County of Orange Southern Subregion Habitat Conservation Plan Boundary Minor Amendment for the Lower Curtis Park Expansion, Mission Viejo, California. Prepared for the City of Mission Viejo. April.



Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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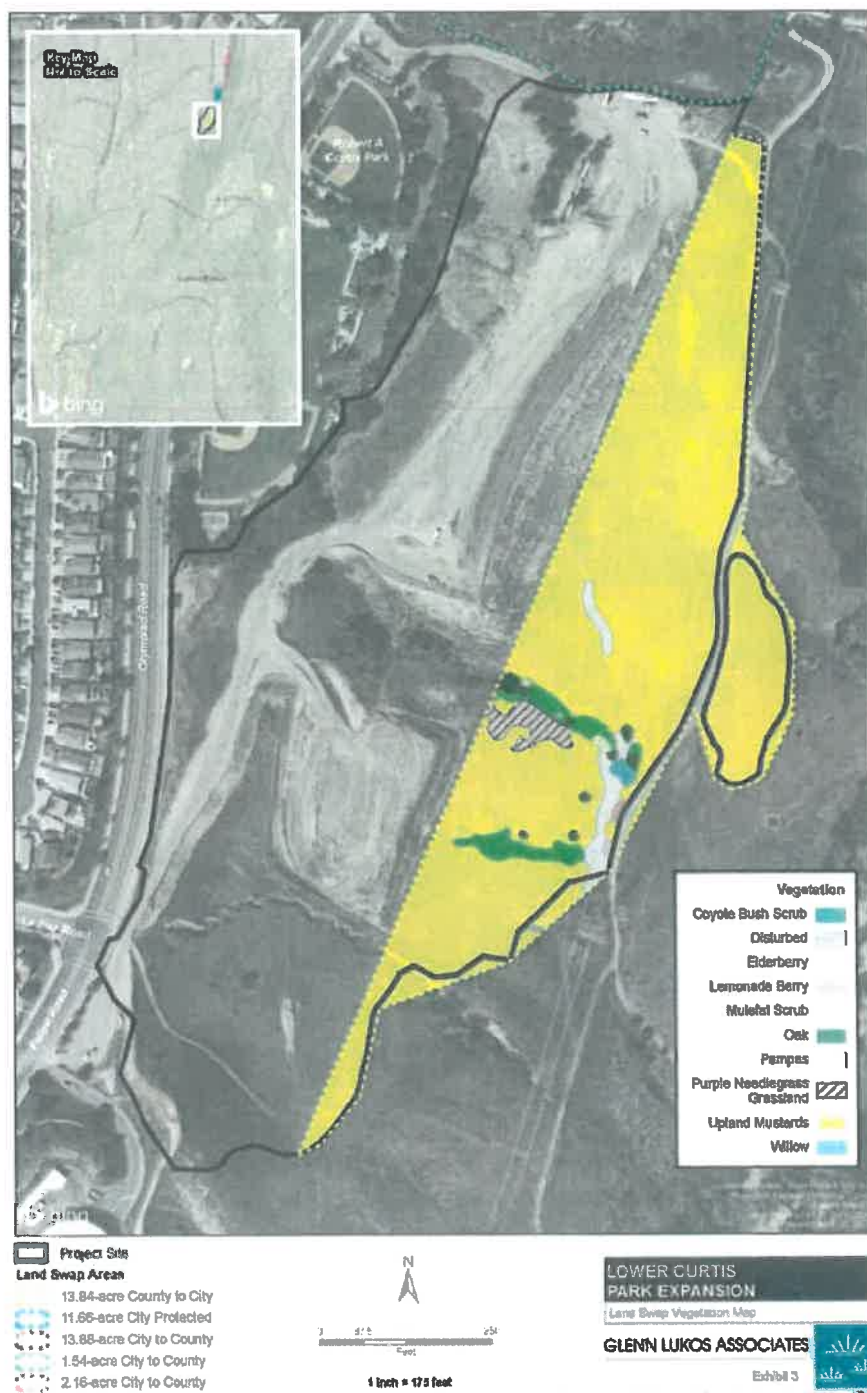


Figure 1. Project site (black outline) and County-owned 13.84-acre Reserve parcel that will be removed from the Reserve (yellow-dotted line) (GLA 2023).

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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Figure 2. The 13.88-acre Northerly parcel that will be added to the Reserve to the north of project site (GLA 2023).

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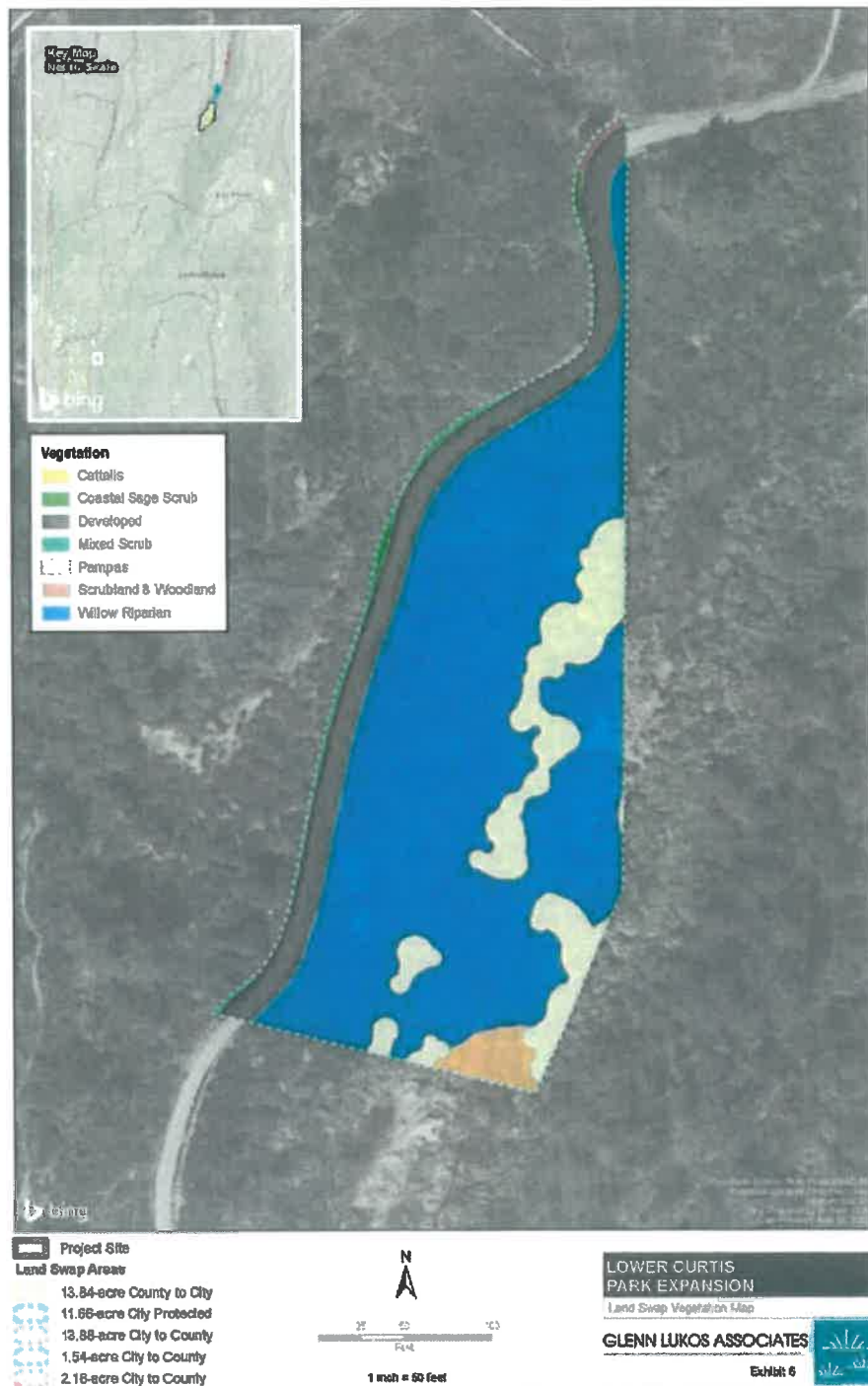


Figure 3. The 1.54-acre Site C Mixed Riparian Parcel that will be added to the Reserve to the south of the project site (GLA 2023).

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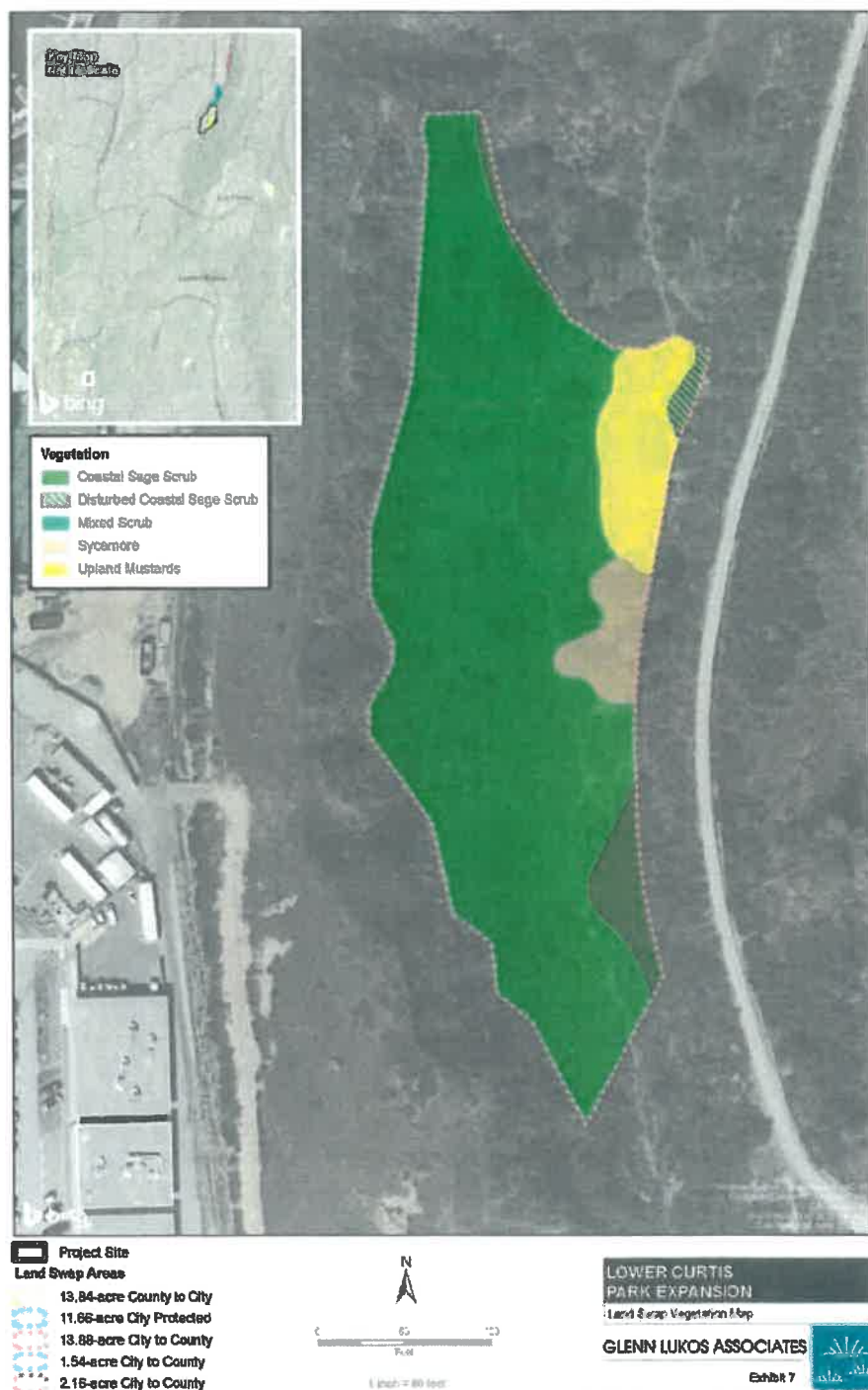


Figure 4. The 2.16-acre Site C Coastal Sage Scrub Parcel that will be added to the Reserve to the south of the project site (GLS 2023).



Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

10

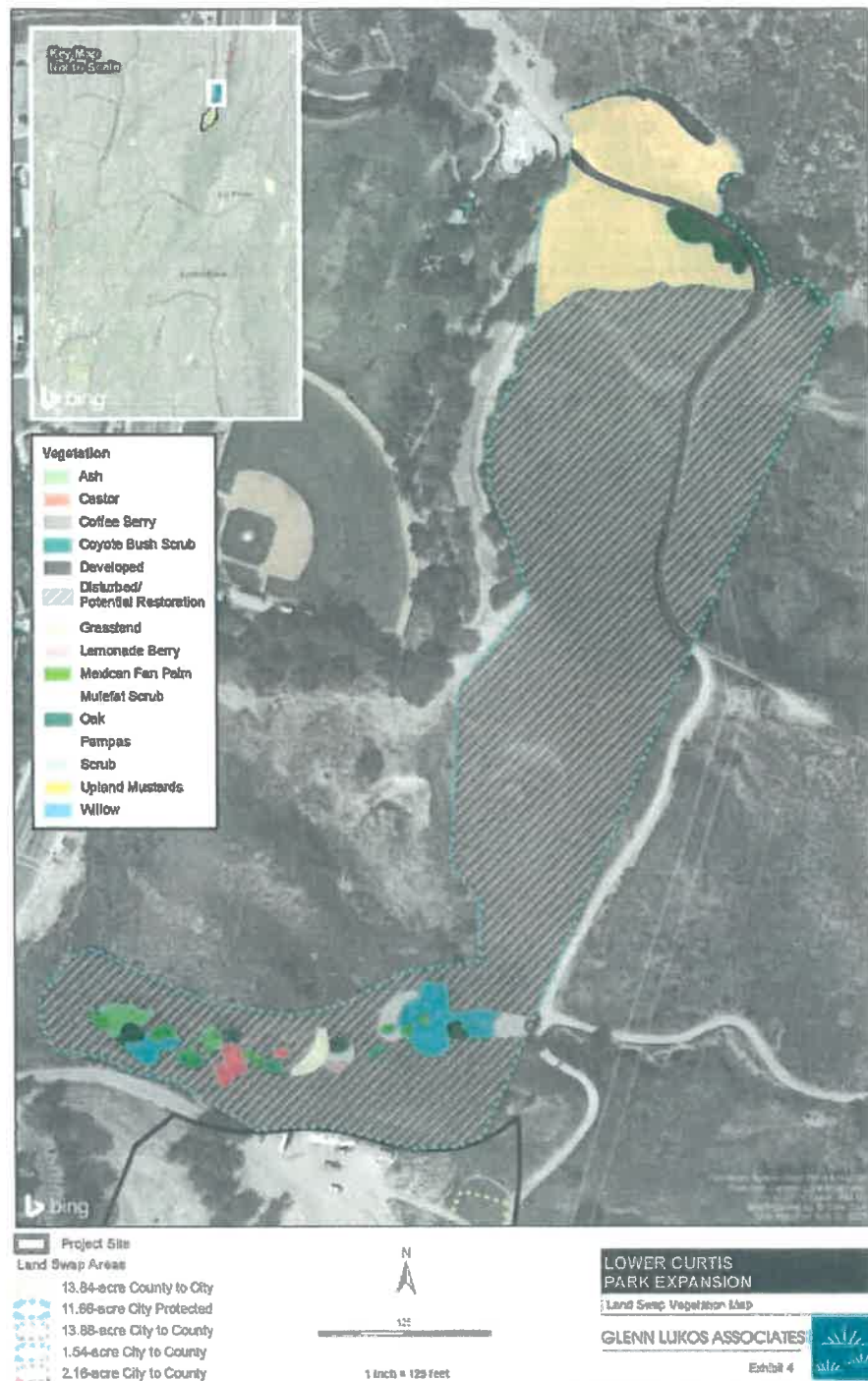


Figure 5. The 11.66-acre parcel that will be protected from development by the City north of the project site (GLA 2023).

**EXHIBIT E**  
**Memorandum of Implementation**

**EXHIBIT E****Amended Memorandum of Implementation Agreement  
for Southern Subregion Habitat Conservation Plan**

The Memorandum of Implementation Agreement, recorded April 21, 2011, as Instrument No. 2011000203732 by the Orange County Clerk-Recorder, as attached herein, has been amended to reflect the following HCP Reserve changes to O'Neill Regional Park through a minor amendment to the Orange County Southern Subregion Habitat Conservation Plan ("HCP") Boundary Minor Amendment for Lower Curtis Park Expansion #23-0099757\_HCP-AMD\_OR, approved and adopted by the United States Fish and Wildlife Service on July 3, 2023.

HCP Reserve Facility Parcel Nos. PR51A-103.01 and PR51A-701.01 are collectively reduced by 13.84 acres, removing portions of:

<b>FACILITY-PARCEL NO.</b>	<b>APN</b>	<b>TOTAL PARCEL AREA +/-</b>
PR51A-103.01 (portion)	125-086-11 (portion)	
PR51A-701.01 (portion)	125-086-20 (portion)	13.84 AC

County Facility Parcel Nos. PR51A-606, PR51A-914, and PR51A-915 are hereby enrolled into the HCP Reserve at O'Neill Regional Park accordingly:

<b>FACILITY-PARCEL NO.</b>	<b>APN</b>	<b>PARCEL AREA +/-</b>
PR51A-606	786-601-01	13.88 AC
PR51A-914	740-012-40	1.54 AC
PR51A-915	740-012-40	2.16 AC



Recorded at request of and  
when recorded mail to:

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

Recording Fee Exempt per  
(Government Code 27383)

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

A FILING FEE FOR THIS INSTRUMENT IS

NO FEE

2011000203732 02:03pm 04/21/11

93 401 M10 6

0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

Space above this line for recorders use

### Memorandum of Implementation Agreement

On January 10, 2007, the County of Orange, a political subdivision of the State of California, entered into an Implementation Agreement (IA) with various landowners and governmental agencies to implement the terms of the South Orange County Natural Communities Conservation Plan/Master Streambed Alteration Agreement/Habitat Conservation Plan (NCCP/MSAA/HCP). Both the NCCP/MSAA/HCP and the IA have provisions that will affect and restrict the use of the subject properties.

This memorandum is to give notice that properties owned by the County of Orange and described in the legal descriptions attached hereto as Exhibits A, B, & C are encumbered by the terms of the NCCP/MSAA/HCP and IA.

A copy of the Implementation Agreement is available for public review at OC Community Resources, OC Parks, 13042 Old Myford Road, Irvine, CA, 92602.

APPROVED AS TO FORM:  
County Counsel

By:

*Thomas A. Miller*  
Deputy

COUNTY OF ORANGE

By:

*Bill Capbell*  
Chair of the Board of Supervisors  
Orange County, California

Dated: 4-21-11

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



### Acknowledgment

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is 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 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.

Notary Public in and for said State

(SEAL)

Document: 2011-00203732 Page: 1

**LEGAL DESCRIPTION**

Those certain parcels of land in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.), Parcel Maps (P.M.B.) or Official Records (O.R.) in the office of the County Recorder of said county:

**CASPERS, RONALD W., WILDERNESS PARK**

FACILITY- PARCEL NO.	M.M./P.M.B./ Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR67A-101.01	O.R. 11072-40	02-08-1974	GA 543-1	5470.96 AC
EXCEPT that portion described as Parcel No. 101.1 in O.R. 14205/189, recorded 09-02-1981				
PR67A-103	O.R. 85-010744	01-11-1985	PR67A-103	1744.02 AC
PR67A-201	O.R. 2003000784758	07-03-2003	PR67A-201	41.22 AC
PR67A-202	O.R. 2003000784758	07-03-2003	PR67A-202	37.06 AC
PR67A-203	O.R. 2003000784758	07-03-2003	PR67A-203	45.70 AC
PR67A-302	M.M. 769/42-47	06-29-1998	TRACT 15533, LOT E	47.046 AC
PR67A-303	M.M. 776/11-16	10-23-1998	TRACT 14950, LOT E	50.610 AC
PR67A-401	O.R. 20020286561	04-09-2002	PR67A-401	8.090 AC
OS51D-101	O.R. 84-167498	04-24-1984	OS51D-101	67.500 AC
OS59N-101	O.R. 88-280159	06-14-1988	OS59N-101	55.475 AC
OS59N-101.1	O.R. 88-280159	06-14-1988	OS59N-101.1	58.657 AC

TOTAL +/- 7626.34 AC

APPROVED

*John D. Pavlik* Date: 10/8/10  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011

**EXHIBIT A**

Document: 2011-00203732 Page: 2

**LEGAL DESCRIPTION**

Those certain parcels of land partly in the City of Orange, all in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.), Parcel Maps (P.M.B.), Deeds (Dds.) or Official Records (O.R.) in the office of the County Recorder of said county:

**O'NEILL REGIONAL PARK**

<b>FACILITY- PARCEL NO.</b>	<b>M.M./P.M.B./ Dds./O.R. No.</b>	<b>RECORDING DATE</b>	<b>PARCEL DESIGNATION USED IN DOCUMENT</b>	<b>PARCEL AREA +/-</b>
PR51A-101	O.R. 10933-212	10-05-1973	PARCEL A	254.103 AC
PR51A-102	O.R. 10933-212	10-05-1973	PARCEL B	130.618 AC
PR51A-103.01	O.R. 82-351595	10-06-1982	PARCELS B, B-1, B-2, B-3 & B-4	627.78 AC
EXCEPT that portion quitclaimed per O.R. 89-184656 recorded 04-07-1989				
PR51A-103.2	O.R. 89-184857	04-07-1989	PR51A-103.2	0.460 AC
PR51A-104	M.M. 547/34-40	10-31-1985	TRACT 12267, LOT B	3.633 AC
PR51A-105	M.M. 562/38-42	08-18-1986	TRACT 12646, LOT A	5.179 AC
PR51A-108	M.M. 600/26-30	05-05-1988	TRACT 12784, LOTS A & B	2.153 AC
PR51A-201	O.R. 11317-620	01-03-1975	GA 506-6	7.040 AC
PR51A-202	O.R. 11347-703	02-27-1975	GA 506-5	20.340 AC
PR51A-203	O.R. 11501-829	09-03-1975	GA 506-4.01	13.039 AC
PR51A-301	O.R. 11104-1607	03-28-1974	GA 550-2.01	231.957 AC
PR51A-501	O.R. 88-294414	06-21-1988	PR51A-108	87.011 AC
PR51A-502	M.M. 600/39-41	05-16-1988	TRACT 13165, LOT A	1.788 AC
PR51A-502.1	M.M. 600/42-44	05-18-1988	TRACT 13166, LOTS A & B	2.584 AC
PR51A-503	M.M. 651/19-23	01-23-1990	TRACT 13428, LOT E	11.369 AC
PR51A-505.01	M.M. 743/46-49	10-24-1996	TRACT 15299, LOT A (Portion)	39.57 AC
EXCEPT that portion quitclaimed per O.R. 20000133094 recorded 03-15-2000.				

**EXHIBIT B**

Document: 2011-08203732 Page: 3

FACILITY-PARCEL NO.	M.M./P.M.B./Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR51A-507.01	O.R. 20000133095	03-15-2000	PR51A-507	7.685 AC
TOGETHER WITH that land quitclaimed per O.R. 20010606109 recorded 08-30-2001.				
EXCEPT that portion quitclaimed per O.R. 20010606110 recorded 08-30-2001.				
PR51A-601	M.M. 619/20-26	12-12-1988	TRACT 13202, LOT A	1.199 AC
PR51A-602	O.R. 619/10-13	12-15-1988	TRACT 13201, LOT A	7.438 AC
PR51A-603	O.R. 618/43-48	12-15-1988	TRACT 13084, LOTS A, D & E	14.213 AC
PR51A-701.01	O.R. 84-372034	09-06-1984	PR51A-701	211.91 AC
EXCEPT Parcel 701.1 as quitclaimed per O.R. 89-184656 recorded 04-07-1989.				
PR51A-702	O.R. 89-184657	04-07-1989	PR51A-702	0.610 AC
PR51A-703	M.M. 619/1-9	12-16-1988	TRACT 13085, LOT A	8.847 AC
PR51A-704	M.M. 633/39-43	06-09-1989	TRACT 13086, LOT A	3.671 AC
PR51A-801	O.R. 84-372033	09-06-1984	PARCEL 801	134.86 AC
PR51A-802	O.R. 89-184657	04-07-1989	PR51A-802	1.677 AC
PR51A-1001	O.R. 86-251665	05-27-1988	GA 1257-19-1	316.003 AC
PR51A-1002	M.M. 684/1-5	10-30-1991	TRACT 13880, LOT C	6.997 AC
PR51A-1003	M.M. 689/46-50	06-22-1992	TRACT 14413, LOT C	0.889 AC
PR51A-1004	M.M. 689/46-50	06-22-1992	TRACT 14413, LOT F	0.691 AC
PR51A-1005	M.M. 689/27-34	06-15-1992	TRACT 13854, LOTS A, E & F	8.788 AC
PR51A-1006	M.M. 712/16-20	07-26-1994	TRACT 13339, LOT C	6.833 AC
PR51A-1007	M.M. 743/22-26	10-11-1996	TRACT 14274, LOTS A, D & G	8.069 AC
PR51A-1008	M.M. 761/13-20	12-30-1997	TRACT 13340, LOTS E & F	3.251 AC
PR51A-1101	M.M. 672/1-22	12-14-1990	TRACT 13679, LOT L	2.089 AC
PR51A-1102	O.R. 20020387275	05-08-2002	PR51A-1102	5.363 AC
PR51A-1201	M.M. 672/1-22	12-14-1990	TRACT 13679, LOTS B, C & D	9.024 AC

**EXHIBIT B**

Document: 2011-04203732 Page: 4

FACILITY- PARCEL NO.	M.M./P.M.B./ Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR51A-1301	O.R. 19960367420	07-19-1996	"OAK TREE" OPEN SPACE	7.710 AC
PR51A-1401	O.R. 95-0050393	02-08-1995	PR51A-1401	57.64 AC
PR51A-1402	O.R. 95-0050393	02-06-1995	PR51A-1402	414.86 AC
PR51A-1403	M.M. 727/23-32	08-21-1995	TRACT 15133, LOT B	1.07 AC
PR51A-1404	M.M. 730/9-13	10-27-1995	TRACT 15208, LOT A	3.733 AC
PR51A-1405	M.M. 741/44-48	08-29-1996	TRACT 15274, LOT E	0.452 AC
PR51A-1406	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT H	0.234 AC
PR51A-1406.1	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT G	0.087 AC
PR51A-1406.2	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT F	0.909 AC
PR51A-1406.3	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT E	0.290 AC
PR51A-1406.4	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT D	0.500 AC
PR51A-1408	M.M. 786/40-43	05-28-1999	TRACT 15645, LOTS A, B, C & D	16.613 AC
PR51A-1409	M.M. 757/42-46	10-03-1997	TRACT 14492, LOTS D THRU I	3.549 AC
PR51A-1411	M.M. 736/42-47	06-20-1996	TRACT 15118, LOT D	1.609 AC
PR51A-1501	O.R. 19950479055	10-27-1995	PR51A-1501	31.678 AC
PR51A-1502.01	O.R. 2010000210668	05-04-2010	PR51A-1502 excluding described exception	409.70 AC
PR51A-1601	O.R. 20020505615	06-17-2002	OS59L-129 Portion - Parcel 2, LL 2001-02	3.209 AC
PR51A-1602	O.R. 20020505615	06-17-2002	OS59L-129 Portion - Parcel 3, LL 2001-02	3.287 AC
PR51A-1603	O.R. 2010000210663	05-04-2010	PR51A-1603 - WYNNE PROPERTY	15.067 AC
PR51A-1701	O.R. 19950479055	10-27-1995	PR51A-1701	23.294 AC
PR51A-1901	M.M. 777/14-31	12-11-1998	TRACT 15615, LOT BC	5.878 AC

TOTAL +/- 3200.10 AC

APPROVED

*John D. Pavlik* Date: 10/8/10  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011



EXHIBIT B

Document: 2011-00203732 Page: 5

**LEGAL DESCRIPTION**

Those certain parcels of land in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.) or Official Records (O.R.) in the office of the County Recorder of said county:

**RILEY, GENERAL THOMAS F., WILDERNESS PARK**

FACILITY-PARCEL NO.	M.M./P.M.B./ Ods./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR66A-101	O.R. 85-124683	04-09-1985	PR66A-101	475.192 AC
PR66A-101.1	M.M. 740/1-5	08-30-1996	TRACT 15303, LOT E	0.44 AC
PR66A-102	M.M. 739/41-47	08-30-1996	TRACT 15302, LOT H	4.73 AC
PR66A-102.3	M.M. 750/14-20	05-07-1997	TRACT 15304, LOT I	7.432 AC
PR66A-103	M.M. 756/1-5	09-30-1997	TRACT 15330, LOT C	0.073 AC
PR66A-104	M.M. 756/6-17	09-30-1997	TRACT 15439, LOTS P through T	1.566 AC
PR66A-107	M.M. 761/1-6	12-29-1997	TRACT 15198, LOT E	47.344 AC
PR66A-108	O.R. 20010636185	09-10-2001	Exhibit "1A", Parcel 1 (PR66A-108)	2.34 AC
PR66A-109	O.R. 20010636185	09-10-2001	Exhibit "1A", Parcel 2 (PR66A-109)	3.09 AC
PR66A-111	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT H	0.961 AC
PR66A-112	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT I	0.050 AC
PR66A-113	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT J	0.612 AC
PR66A-114	M.M. 794/25-29	12-23-1999	TRACT 15841, LOT E	0.420 AC
PR66A-115	M.M. 794/25-29	12-23-1999	TRACT 15841, LOT I	0.950 AC
PR66A-118	M.M. 798/27-37	04-06-2000	TRACT 15755, LOTS OO & NN	0.857 AC
PR66A-119	M.M. 798/27-37	04-06-2000	TRACT 15755, LOT MM	2.183 AC
TOTAL +/-				548.24 AC

APPROVED

*John D. Pavlik*  
John D. Pavlik  
Expiration Date: June 30, 2011

Date: 10/8/10

**EXHIBIT C**

Document: 2011-00203732 Page: 6

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 the order of the Board of Supervisors of the County of Orange, California, pursuant to authority conferred by Minute Order of the Board of Supervisors and the COUNTY OF ORANGE consents to the recordation thereof by its undersigned authorized officer and to the transfer of title to the property to the COUNTY OF ORANGE.

Date: \_\_\_\_\_

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


By: \_\_\_\_\_

Name: Thomas A. Miller

Title: Chief Real Estate Officer

Minute Order date \_\_\_\_\_ 2024

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

By:   
Deputy

Date: 12-27-23 \_\_\_\_\_



**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED, RETURN TO:**

City of Mission Viejo  
Attention: City Manager  
200 Civic Center  
Mission Viejo, California 92691

**WITH CONFORMED COPY TO:**

County of Orange  
CEO Real Estate  
County Administration Building North  
400 West Civic Center Drive – Fifth Floor  
Santa Ana, CA 92701

Space above this line for Recorder's Use Only

This document is exempt from recording fees pursuant to Government Code Section §6103 and §27383 and is exempt from payment of documentary transfer tax pursuant to Revenue and Taxation Code Section §11922.

Project Location: City of Mission Viejo  
Facility Name: Curtis Park  
Facility/Parcel No: PR51A- 606  
Project Name: Lower Curtis Park Land Exchange  
A.P. No.: 786-601-01 (Portions)

**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

**THE CITY OF MISSION VIEJO,**  
a body corporate and politic,  
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"**

in an "as is" condition, all of that certain real property in the incorporated City of Mission Viejo, County of Orange, State of California, described in Exhibit A and depicted on Exhibit B (**"Property"**), which exhibits are attached hereto and made a part hereof.

It is understood and agreed by the parties hereto and their successors and assigns that the conveyance is subject to the following:

1. The Property shall be used for park purposes only.
2. Any change in the use of the Property shall necessitate Grantee following County procedures for Park Abandonment, as found in Orange County Codified Ordinance Section 2-5-301.
3. The Property is subject to Minor Amendment #23-0099757\_HCP\_AMD\_OR ("MA", attached hereto as Exhibit C and incorporated herein by this reference) to the Southern Subregion Habitat Conservation Plan ("HCP") as approved and adopted by the U.S. Fish and Wildlife Service on July 3, 2023 (letter of approval to the MA is attached hereto as Exhibit D and incorporated by this reference) and is hereby enrolled into the HCP Reserve and made subject thereto. The Memorandum of Implementation Agreement, recorded on April 21, 2011 as Instrument No. 2011000203732, is amended to incorporate the enrollment of the Property into the HCP Reserve as set forth in Exhibit E and incorporated herein by this reference.

IN WITNESS WHEREOF, City has executed this Quitclaim Deed as of the date set forth below.

**GRANTOR**

CITY OF MISSION VIEJO,  
a body corporate and politic

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Wilberg  
City Manager

**ATTEST BY:**

By: \_\_\_\_\_  
Kimberly Schmitt  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
William P. Curley III  
City Attorney

Date: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA     )  
   )  
 COUNTY OF ORANGE     )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
 , a Notary Public in and for said State, 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)

Notary Public in and for said State

GRANTEE

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Thomas A. Miller

Title: Chief Real Estate Officer

Minute Order dated \_\_\_\_\_, 2024

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**EXHIBIT A**  
**Description of the Property**

Exhibit "A"Legal DescriptionPR51A-606Northerly Mitigation Parcel13.880 Acre Parcel

All that portion of Parcel F of Lot Line Adjustment LL 97-04, in the City of Mission Viejo, County of Orange, State of California, recorded March 4, 1999 as Instrument No. 19990156930 of Official Records in the office of the County Recorder of said County, described as follows:

**BEGINNING** at the most northerly corner of said Parcel F, said corner also being on the easterly boundary line of the City of Mission Viejo, thence along the general easterly lines of said Parcel F, as well as along the general easterly lines of the City of Mission Viejo, the following four (4) courses:

1. South 9°47'24" East, 653.95 feet;;
2. South 11°42'54" West, 1750.00 feet;
3. South 8°45'09" West, 503.75 feet;
4. South 23°27'33" West, 725.96 feet;

Thence leaving said general easterly lines of said Parcel F and the City of Mission Viejo, the following twenty-one (21) courses:

- L1. South 70°34'32" West, 12.74 feet;
- L2. South 41°11'14" West, 7.38 feet;
- L3. South 52°07'28" West, 7.92 feet;
- L4. North 80°32'18" West, 8.45 feet;
- L5. North 27°30'40" West, 18.79 feet;
- L6. North 40°36'06" West, 16.01 feet;
- L7. North 80°32'14" West, 21.12 feet;
- L8. South 63°26'04" West, 19.41 feet;
- L9. South 60°56'45" West, 17.88 feet;

Exhibit "A"

Legal Description

PR51A-606

13.880 Acre Parcel

Northerly Mitigation Parcel

- L10. North 11°18'36" West, 26.56 feet;
- L11. North 17°21'14" West, 29.10 feet;
- L12. North 36°01'41" West, 23.61 feet;
- L13. North 50°11'39" West, 27.12 feet;
- L14. North 49°45'48" West, 29.57 feet;
- L15. North 03°21'58" West, 29.57 feet;
- L16. North 12°31'42" East, 16.01 feet;
- L17. North 39°48'19" East, 13.56 feet;
- L18. North 75°57'50" East, 21.48 feet;
- L19. North 10°47'02" West, 37.12 feet;
- L20. North 56°18'36" West, 43.82 feet;
- L21. North 48°18'55" West, 76.82 feet, to the most Southwesterly end of that, particular course in the general Northwesterly line of said Parcel F, shown as "North 75°15'00" East, 87.00 feet;" , (also shown as Course #19) on said Lot, Line Adjustment, LL 97-04;

Thence, along the general northwesterly lines of said Parcel F, the following thirty-six (36) courses:

- L22. North 75°15'00" East, 87.00 feet;
- L23. North 62°30'00" East, 124.00 feet;
- L24. North 40°50'00" East, 195.00 feet;
- L25. North 53°55'00" East, 147.00 feet;
- L26. North 31°05'00" East, 112.00 feet;
- L27. North 06°50'00" West, 226.00 feet;



Exhibit "A"

Legal Description

PR51A-606

13.880 Acre Parcel

Northerly Mitigation Parcel

L28. North 34°15'00" East, 150.00 feet;

L29. North 09°40'00" West, 104.00 feet;

L30. North 38°00'00" West, 33.00 feet;

L31. North 03°35'00" West, 50.00 feet;

L32. North 47°00'00" East, 43.00 feet;

L33. North 09°15'00" East, 46.00 feet;

L34. North 26°00'00" West, 68.00 feet;

L35. North 07°00'00" East, 83.00 feet;

L36. North 47°15'00" East, 121.00 feet;

L37. North 08°40'00" East, 102.00 feet;

L38. North 19°00'00" West, 88.00 feet;

L39. North 53°30'00" West, 117.00 feet;

L40. North 26°40'00" West, 142.00 feet;

L41. North 00°50'00" East, 166.00 feet;

L42. South 83°30'00" East, 42.00 feet;

L43. North 66°15'00" East, 132.00 feet;

L44. North 17°45'00" East, 130.00 feet;

L45. North 00°45'00" East, 107.00 feet;

L46. North 20°45'00" West, 250.00 feet;

L47. North 36°00'00" East, 70.00 feet;

Exhibit "A"

Legal Description  
PR51A-606  
13.880 Acre Parcel  
Northerly Mitigation Parcel

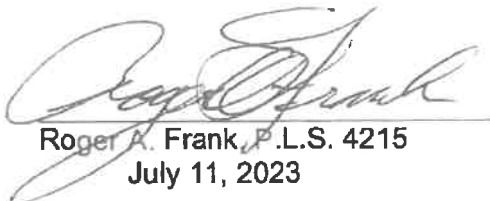
- L48. North 21°40'00" East, 117.00 feet;  
L49. North 30°55'00" East, 212.00 feet;  
L50. North 17°00'00" East, 134.00 feet;  
L51. North 01°55'00" West, 130.00 feet;  
L52. North 36°05'00" West, 110.00 feet;  
L53. North 62°55'00" West, 84.00 feet;  
L54. North 11°55'00" East, 93.00 feet;  
L55. North 72°00'00" East, 60.00 feet;  
L56. North 63°35'00" East, 68.00 feet;  
L57. North 40°40'00" East, 91.99 feet, returning to the **POINT OF BEGINNING**

Containing 13.880 Acres, more or less.

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

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

Prepared by me or under my supervision:

  
Roger A. Frank, P.L.S. 4215  
July 11, 2023



**EXHIBIT B**  
**Depiction of the Property**

# **EXHIBIT "B"** **NORTHERLY MITIGATION PARCEL** SKETCH TO ACCOMPANY LEGAL DESCRIPTION



JULY 11, 2023

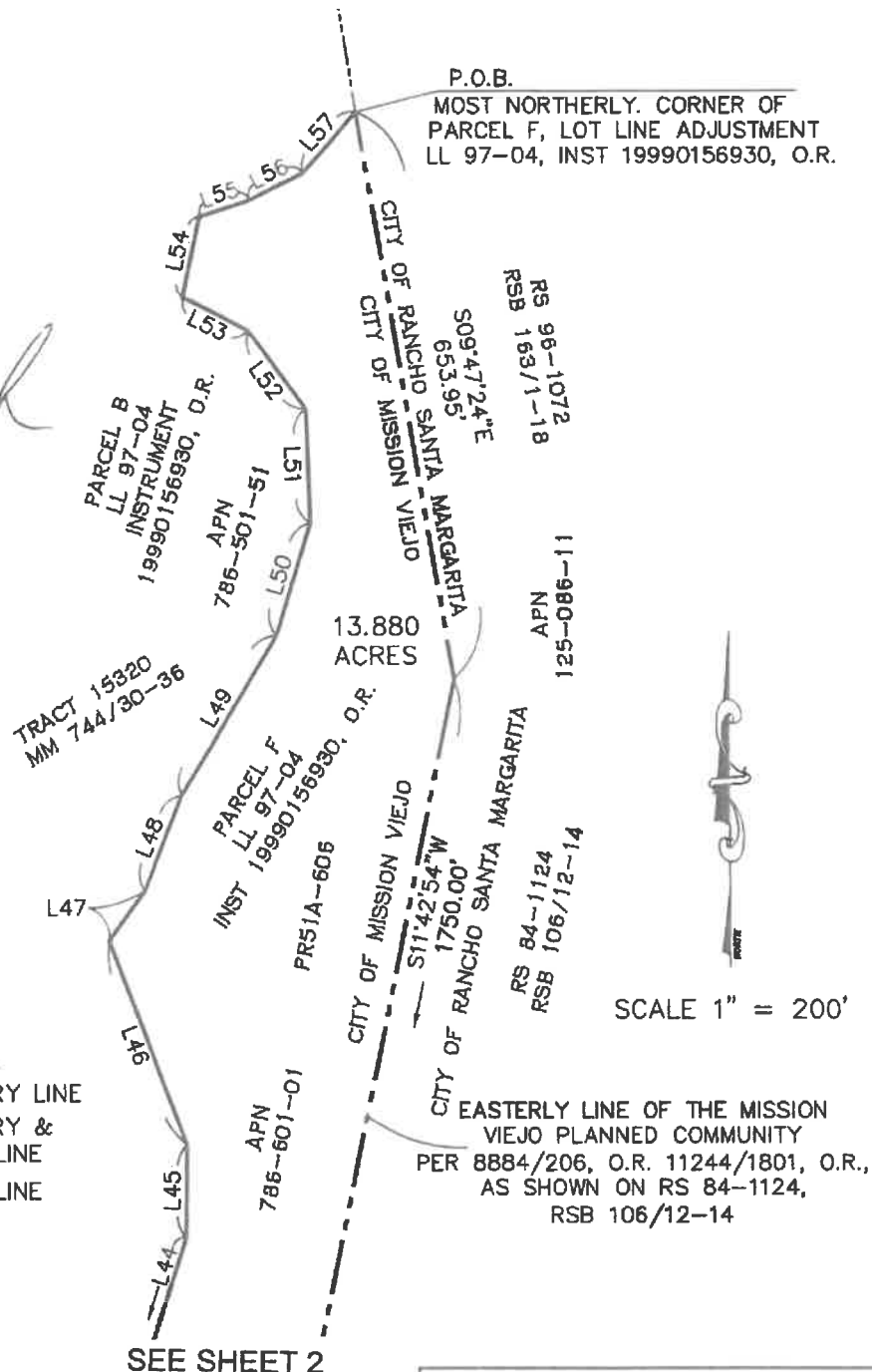
<u>LINE TYPE TABLE</u>	
	PARCEL BOUNDARY LINE
	PARCEL BOUNDARY & CITY BOUNDARY LINE
	CITY BOUNDARY LINE

## LEGEND

P.O.B. POINT OF BEGINNING

NOTE:

O'NEILL REGIONAL PARK (PR51A-6 & PR51A-7)  
 SEE SHEET 4 FOR LINE TABLE

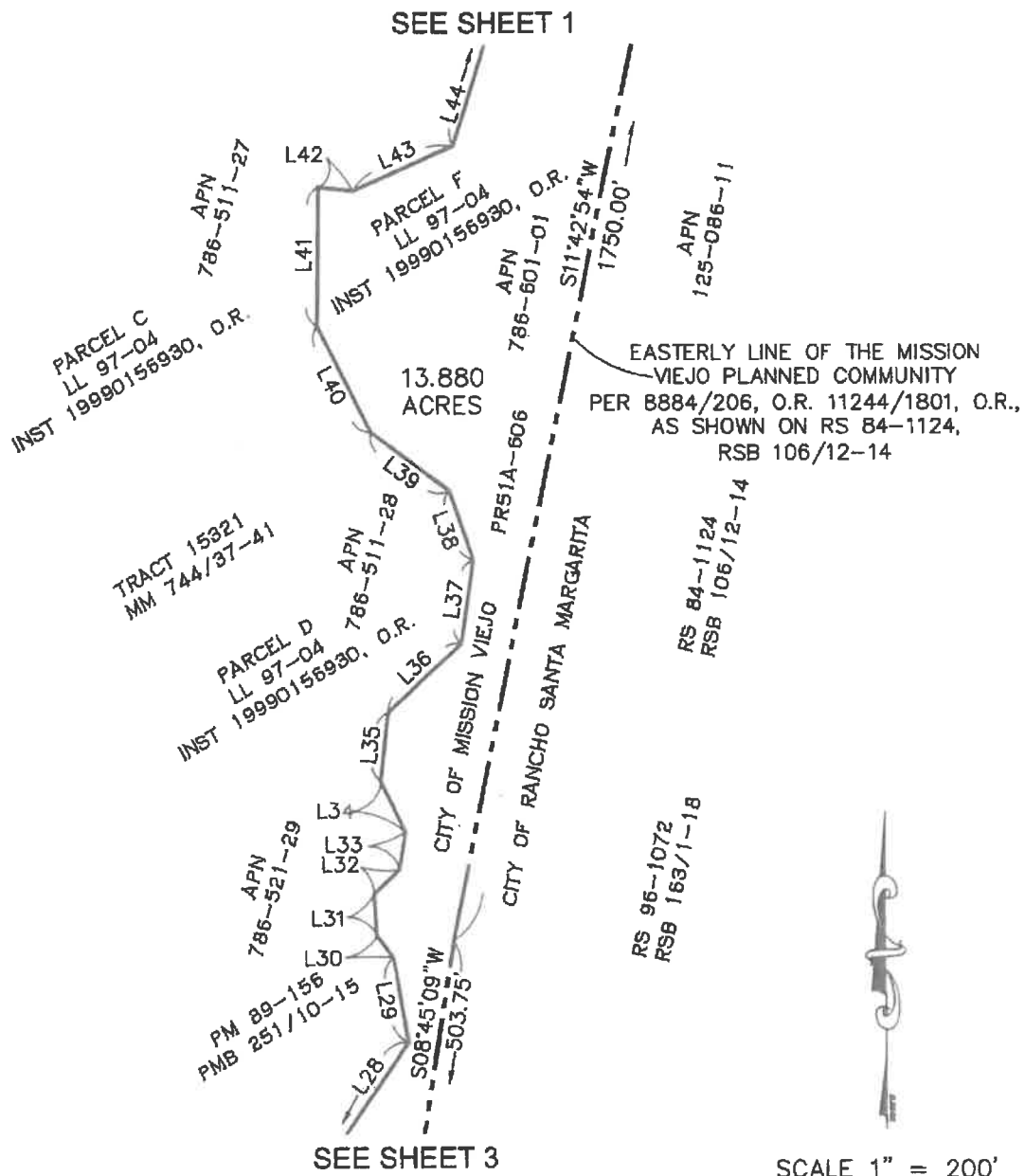


SCALE 1" = 200'

**JOHNSON-FRANK & ASSOC., INC.**  
 LAND SURVEYING - MAPPING  
 5150 E. HUNTER AVENUE  
 ANAHEIM, CALIFORNIA 92807-2049  
 (714) 777-8877 FAX (714) 777-1641

DATE JULY 11, 2023 SHEET 1 OF 4

**EXHIBIT "B"**  
**NORTHERLY MITIGATION PARCEL**  
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**LEGEND**

P.O.B. POINT OF BEGINNING

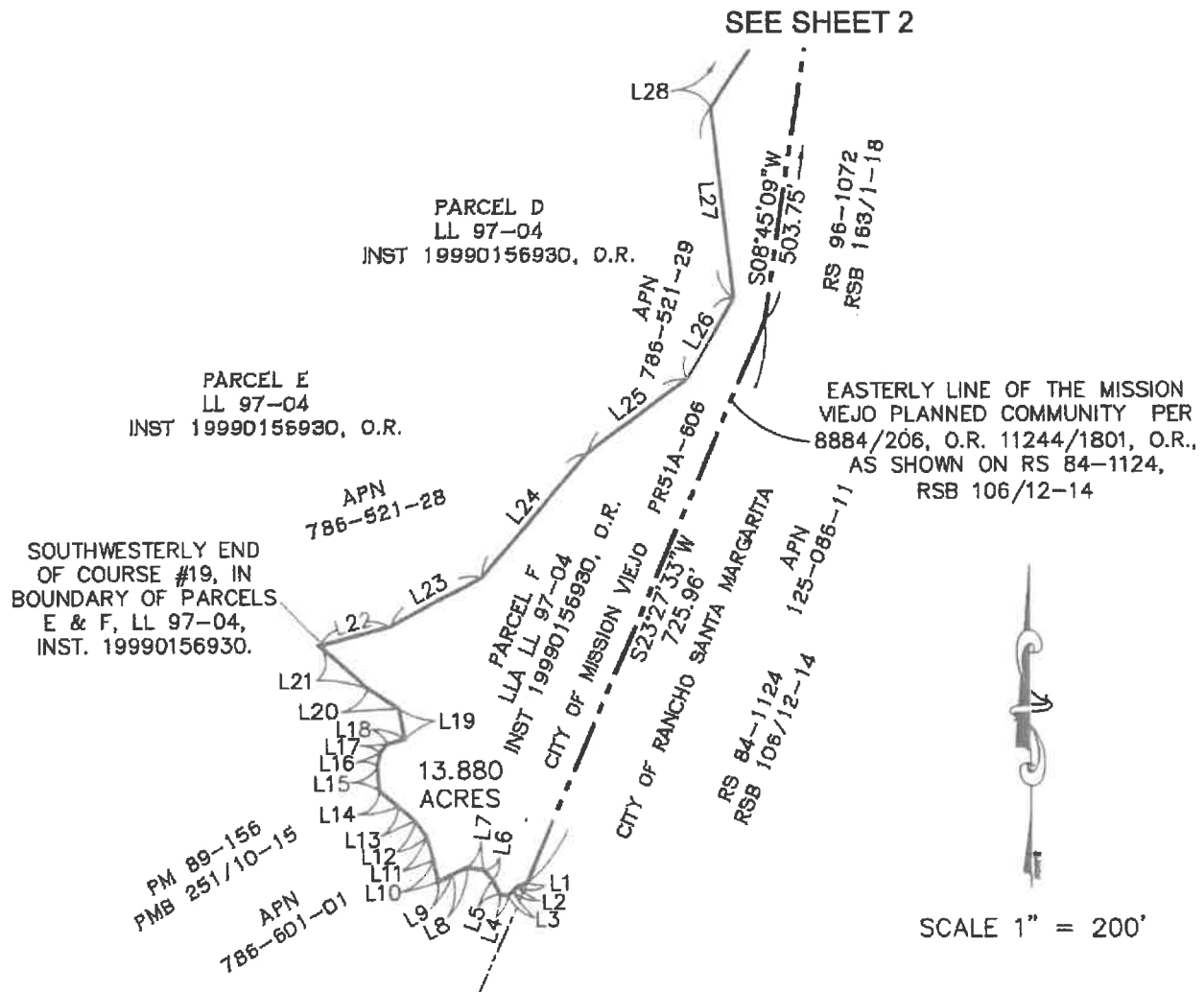
NOTE:

O'NEILL REGIONAL PARK (PR51A-6 & PR51A-7)  
 SEE SHEET 4 FOR LINE TABLE

**JOHNSON-FRANK & ASSOC., INC.**  
 LAND SURVEYING - MAPPING  
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 (714) 777-8877 FAX (714) 777-1641

DATE JULY 11, 2023 SHEET 2 OF 4

**EXHIBIT "B"**  
**NORTHERLY MITIGATION PARCEL**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**



## LEGEND

P.O.B. POINT OF BEGINNING

NOTE:

O'NEILL REGIONAL PARK (PR51A-6 & PR51A-7)  
SEE SHEET 4 FOR LINE TABLE



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DATE JULY 11, 2023 SHEET 3 OF 4

**EXHIBIT "B"**  
**NORTHERLY MITIGATION PARCEL**  
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°34'32"W	12.74'
L2	S41°11'14"W	7.38'
L3	S52°07'28"W	7.92'
L4	N80°32'18"W	8.45'
L5	N27°30'40"W	18.79'
L6	N40°36'06"W	16.01'
L7	N80°32'14"W	21.12'
L8	S63°26'04"W	19.41'
L9	S60°56'45"W	17.88'
L10	N11°18'36"W	26.56'
L11	N17°21'14"W	29.10'
L12	N36°01'41"W	23.61'
L13	N50°11'39"W	27.12'
L14	N49°45'48"W	29.57'
L15	N03°21'58"W	29.57'
L16	N12°31'42"E	16.01'
L17	N39°48'19"E	13.56'
L18	N75°57'50"E	21.48'
L19	N10°47'02"W	37.12'
L20	N56°18'36"W	43.82'
L21	N48°18'55"W	76.82'
L22	N75°15'00"E	87.00'
L23	N62°30'00"E	124.00'
L24	N40°50'00"E	195.00'
L25	N53°55'00"E	147.00'
L26	N31°05'00"E	112.00'
L27	N06°50'00"W	226.00'
L28	N34°15'00"E	150.00'

LINE TABLE		
LINE	BEARING	LENGTH
L29	N09°40'00"W	104.00'
L30	N38°00'00"W	33.00'
L31	N03°35'00"W	50.00'
L32	N47°00'00"E	43.00'
L33	N09°15'00"E	46.00'
L34	N26°00'00"W	68.00'
L35	N07°00'00"E	83.00'
L36	N47°15'00"E	121.00'
L37	N08°40'00"E	102.00'
L38	N19°00'00"W	88.00'
L39	N53°30'00"W	117.00'
L40	N26°40'00"W	142.00'
L41	N00°50'00"E	166.00'
L42	S83°30'00"E	42.00'
L43	N66°15'00"E	132.00'
L44	N17°45'00"E	130.00'
L45	N00°45'00"E	107.00'
L46	N20°45'00"W	250.00'
L47	N36°00'00"E	70.00'
L48	N21°40'00"E	117.00'
L49	N30°55'00"E	212.00'
L50	N17°00'00"E	134.00'
L51	N01°55'00"W	130.00'
L52	N36°05'00"W	110.00'
L53	N62°55'00"W	84.00'
L54	N11°55'00"E	93.00'
L55	N72°00'00"E	60.00'
L56	N63°35'00"E	68.00'
L57	N40°40'00"E	91.99'



**JOHNSON-FRANK & ASSOC., INC.**

LAND SURVEYING - MAPPING  
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 ANAHEIM, CALIFORNIA 92807-2049  
 (714) 777-8877 FAX (714) 777-1641

DATE JULY 11, 2023 SHEET 4 OF 4

**EXHIBIT C**  
**Minor Amendment to Habitat Conservation Plan**



**COUNTY OF ORANGE  
SOUTHERN SUBREGION  
HABITAT CONSERVATION PLAN  
BOUNDARY MINOR AMENDMENT**

**FOR**

**THE LOWER CURTIS PARK EXPANSION  
MISSION VIEJO, CALIFORNIA**

**April 2023**

**Prepared for:**

**Mark Chagnon  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691  
Telephone:**

**Glenn Lukos Associates, Inc.  
1940 East Deere Avenue, Suite 250  
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Telephone: (949) 929-1651**

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Exhibit 3	13.84-Acre County to City Parcel
Exhibit 4	11.66-Acre City Protected Parcel
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Exhibit 7	2.16-Acre City to County Parcel

## 1. AUTHORITY

The City of Mission Viejo has requested the County of Orange, in coordination with the U.S. Fish and Wildlife Service (USFWS) to amend the boundaries of the County of Orange Southern Subregion Habitat Conservation Plan (SSHCP) Habitat Reserve (Reserve) through a Minor Amendment. This proposed Minor Amendment is consistent with the Implementing Agreement (Section 15.4, page 72) of the HCP, which states that "minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve Acreage and no long-term net loss of subregional habitat value."

This proposed Minor Amendment conforms to the guidance established in the IA (i.e., no net loss of Reserve acreage and no net loss of subregional habitat value over the long term) and is considered by the City of Mission Viejo, through the Final Environmental Impact Report (FEIR) to be mitigated to a level that is less than significant.

## 2. PURPOSE

The purpose of the proposed Minor Amendment is to remove a portion of the Reserve adjacent to the existing Robert A. Curtis Park (the Deleted Parcel) to allow for expansion of Robert A. Curtis Park. Replacement land would occur in nearby parcels within the Arroyo Trabuco (the Added Parcels) that would be incorporated into the Reserve consistent with the requirements of the Criteria. The following benefits would be achieved through the Minor Amendment that would enhance the long-term conservation value of the Reserve:

- A net increase of coastal sage scrub (CSS) habitat which is occupied by the coastal California gnatcatcher.
- A net increase of riparian habitat potentially occupied by least Bell's vireo
- A net addition of high conservation value land.
- A net addition of land area to the Reserve.

## 3. SUMMARY

The City of Mission Viejo is proposing to expand Curtis Park, which is located adjacent to the Arroyo Trabuco [Exhibits 1 and 2]. The park expansion would cover 40.26 acres, of which 26.42 acres are City owned and 13.84 acres are County owned and part of the SSHCP Habitat Reserve. Added and Deleted Parcels are within the Arroyo Trabuco and are depicted on Exhibits 3, 5, 6, and 7. Exhibit 4 depicts 11.66 acres that the City will protect through a deed restriction or similar instrument.

The proposed project will provide for the future expansion of Curtis Park by creating a rough-graded super-pad below the existing park site to accommodate additional sports fields and/or general use areas. It will include a rough-graded access road, drainage improvements and temporary landscaping to protect slope areas and prevent erosion.

As previously stated, the Project site covers approximately 40.26 acres. The Project site is in the City of Mission Viejo (Exhibit 1) to the east of Olympiad Road, Felipe Road, and Robert A.

Curtis Park, north of Water Tank Road, west of Trabuco Creek Road, and south of Escatron Street (Exhibit 2). Site topography ranges from gently to steeply sloping, with elevations ranging from approximately 619 feet to 782 feet above mean sea level (MSL). Vegetation communities found on site consist of mostly non-native cover types such as mustard fields, non-native grasslands, artichoke thistle fields and ornamental vegetation, with limited areas of coyote brush scrub, coast goldenbush scrub and purple needlegrass grassland. The site also includes a few scattered coast live oaks (*Quercus agrifolia*). Surrounding land uses include undeveloped land to the south, east, and north, and residential development to the west.

#### 4. VEGETATION MAPPING AND SURVEYS

GLA biologists conducted vegetation mapping on June 18, 2020 in accordance with the MCV II for the entire 40.26 acres. Table 1 summarizes the vegetation descriptions for the areas within the 13.84 acres that will be transferred from the County and Habitat Reserve to the City (Deleted Parcel) for incorporation into the expanded park. A vegetation map of the parcel that will be transferred from the County and Habitat Reserve to the City is provided as Exhibit 3.

The vegetation alliances on the Deleted parcel are described below. The 13.84-acre parcel supports very limited native habitat as described below with 89-percent of the vegetation cover consisting of non-native black mustard with and understory of non-native grasses such as wild oats, ripgut brome and hare barley. Focused surveys did not detect the coastal California gnatcatcher within the 13.84-acre parcel.

##### ***Baccharis pilularis* SHRUBLAND ALLIANCE -- COYOTE BRUSH SCRUB**

Coyote brush (*Baccharis pilularis*) scrub accounts for approximately 0.39 acre throughout the 13.84-acre parcel. In these areas, coyote brush covers over 50 percent of the shrub layer; however, other occurring species include pampas grass and summer mustard. This vegetation cover is part of the *Baccharis pilularis* Shrubland Alliance which has a G5 S5 rarity ranking. This rarity ranking is defined as secure in both its global and California range.

##### ***Baccharis salicifolia* SHRUBLAND ALLIANCE – MULEFAT THICKETS**

Primarily in the lower portion of Drainage A, approximately 0.31 acre consists of mulefat (*Baccharis salicifolia*) thickets. According to the MCV II, these areas fit the *Baccharis salicifolia* Shrubland Alliance which has a rarity ranking of G5 S4 which is defined as secure within and outside of California. Other co-occurring species include coyote brush and summer mustard.

##### ***Brassica (nigra)* and Other Mustards SEMI-NATURAL HERBACEOUS STANDS – UPLAND MUSTARDS**

Disturbed areas dominated by invasive, non-native upland mustard species (*Hirschfeldia incana* and *Brassica nigra*) account for approximately 12.35 acres throughout the 13.84-acre parcel and accounting for 89-percent of the vegetative cover in the parcel. These vegetation alliances belong to the *Brassica (nigra)* and Other Mustards Semi-Natural Herbaceous Stands classification in the MCV II.

***Cortaderia (jubata, selloana)* SEMI-NATURAL HERBACEOUS STANDS– PAMPAS GRASS PATCHES**

Approximately 0.03 acre in Drainage A consists of a patch of pampas grass (*Cortaderia selloana*). This highly invasive vegetation cover belongs to the *Cortaderia (jubata, selloana)* Semi-Natural Herbaceous Stands – Pampas grass patches classification in the MCV II.

***Nasella pulchra* HERBACEOUS ALLIANCE – PURPLE NEEDLE GRASS GRASSLAND**

Approximately 0.22 acre immediately south Drainage A consists of areas where purple needle grass exceeds 10-percent cover in the herb layer. Other species in this layer are primarily upland mustard species or non-native grasses and a few native herbs such as golden stars (*Bloomeris crocea*). This vegetation cover meets the membership rules for the *Nasella pulchra* Herbaceous Alliance – Purple needle grass grassland, which has a rarity ranking of G4 S37 which is defined as globally secure, but vulnerable throughout its range at the state level.

***Quercus agrifolia* WOODLAND ALLIANCE – COAST LIVE OAK WOODLAND**

Approximately 0.12 acre within Drainage A consists of areas where coast live oak exceeds 50% relative cover in the tree canopy. Other species in these areas include mulefat, coyote brush, stinging nettle, and cattail. This native vegetation cover is part of the *Quercus agrifolia* Woodland Alliance – Coast live oak woodland, which has a rarity ranking of G5 S4 which is defined as secure within California.

***Rhus integrifolia* SHRUBLAND ALLIANCE – LEMONADE BERRY SCRUB**

Approximately 0.02 acre along the easternmost reach of Drainage A consists of areas where lemonade berry exceeds 50-percent relative cover in the shrub layer. This native vegetation cover is part of the *Rhus integrifolia* Shrubland Alliance – Lemonade berry scrub, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Salix lasiolepis* SHRUBLAND ALLIANCE – ARROYO WILLOW THICKETS**

Approximately 0.04 acre within Drainage A consists of areas where arroyo willow exceeds 50% relative cover or 20-percent absolute cover in the shrub or tree canopy. Other species in these areas include mulefat, coyote brush, and stinging nettle. This native vegetation cover is part of the *Salix lasiolepis* Shrubland Alliance – Arroyo willow thickets, which has a rarity ranking of G4 S4 which is defined as secure throughout its range.

***Sambucus nigra* SHRUBLAND ALLIANCE – BLUE ELDERBERRY STANDS**

Approximately 0.02 acre in Drainage A consists of areas where blue elderberry exceeds 50% cover in the shrub layer. This native vegetation cover is part of the *Sambucus nigra* Shrubland Alliance – Blue elderberry stands, which has a rarity ranking of G3 S3 which is defined as vulnerable throughout its range.

***Disturbed Lands***

Disturbed lands account for 0.34 acre near the northern property boundary associated with a staging area used by city faculty. These areas are predominantly bare dirt roads with occasional ornamental trees.

**Table 1. Summary of Vegetation on 13.84-Acre Deleted Parcel**

<b>Vegetation Type</b>	<b>MCV II</b>	<b>Total (acres)</b>
<i>Baccharis pilularis</i> Shrubland Alliance – Coyote brush scrub	S5	0.39
<i>Baccharis salicifolia</i> Shrubland Alliance – Mulefat thickets	S4	0.31
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	12.35
<i>Coriaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Parnas grass patches	NA	0.03
<i>Nasella pulchra</i> Herbaceous Alliance – Purple needle grass grassland	S3?	0.22
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	0.12
<i>Rhus integrifolia</i> Shrubland Alliance – Lemonade berry scrub	S3	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	0.04
<i>Sambucus nigra</i> Shrubland Alliance – Blue elderberry stands	S3	0.02
Disturbed Areas	NA	0.34
	<b>Total</b>	<b>13.84</b>

## 5. ADDITION TO RESERVE

The City has identified three locations under City ownership that will be dedicated to the County of Orange for incorporation into the Habitat Reserve, totaling 17.58 acres, of which 12.74 acres of coastal sage scrub, 2.88 acres of coast live oak woodland, 0.09 acre of western sycamore woodland, and 1.08 acre of willow riparian forest. For purposes of this Minor Amendment the parcels are referred to as the Northerly Parcel, Site C Coastal Sage Scrub Parcel. And the Site C Mixed Vegetation Parcel. Each is described below and summarized in Table 2 below.

It is important to note that while the Deleted Parcel is predominately non-native habitat consisting of black mustard accounting for 89-percent of the 13.84 acres, the lands that will be added to the reserve, totaling 17.58 acres supports 16.82 acres of native habitat or 95.6-percent. Thus, the loss of 1.12 acres of native habitat will be replaced with 16.82 acres of native habitat and the loss of 0.39 acre of CSS will be replaced with 12.74 acres of CSS. A brief description of the lands to be added to the Habitat Reserve are provided below and summarized in Table 2.

### Northerly Parcel

The Northerly Parcel is north of Curtis Park (Exhibit 5), is somewhat linear in shape and occurs immediately adjacent to the existing Habitat Reserve. The Northerly Parcel covers approximately 13.88 acres and consists largely of coastal California sagebrush (10.81 acres),

coast live oak woodland (2.88 acres), non-native grassland (0.17 acre) and 0.02 acre of earthen trail. GLA identified three coastal California gnatcatcher locations during site reconnaissance and vegetation mapping; however, protocol surveys were not performed.

**Table 2: Summary of Vegetation to be Added to Reserve**

Vegetation Type	MCV II	Total (acres)
<b>13.88-Acre Northerly Parcel</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	S4	10.81
<i>Quercus agrifolia</i> Woodland Alliance – Coast live oak woodland	S4	2.88
Non-Native Grassland	NA	0.17
Disturbed or Developed	NA	0.02
<b>Subtotal for Northerly Parcel</b>		<b>13.88</b>
<b>2.16-Acre CSS Area</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	1.90
<i>Platanus racemosa</i> Woodland – Western Sycamore Woodland	NA	0.09
<i>Brassica (nigra)</i> and Other Mustards Semi-Natural Herbaceous Stands – Upland mustards	NA	0.17
<b>Subtotal for 2.16 Acre CSS Area</b>		<b>2.16</b>
<b>1.54-Acre Site C Mixed Riparian and CSS</b>		
<i>Artemisia californica</i> Shrubland Alliance – California sagebrush scrub	NA	0.01
<i>Cortaderia (jubata, selloana)</i> Semi-Natural Herbaceous Stands – Pampas grass patches	NA	0.19
Mixed Scrub	NA	0.02
<i>Salix lasiolepis</i> Shrubland Alliance – Arroyo willow thickets	S4	1.08
<i>Typha (angustifolia, domingensis, latifolia)</i> Herbaceous Alliance – Cattail marshes	S5	0.03
Trail	NA	0.21
<b>Subtotal for Site C Mixed Riparian and CSS</b>		<b>1.54</b>
<b>Total</b>		<b>17.58</b>

**Site C Mixed Riparian and CSS**

The Site C Riparian and CSS area covers 1.54 acres and includes areas proposed for habitat restoration, specifically, areas that currently support dense thickets of pampas grass (Exhibit 6). The area also supports 1.08 acre of arroyo willow thickets that have the potential to support least Bell's vireo which were identified during protocol surveys for the project.

**Site C Coastal Sage Scrub Area**

The Site C Coastal Sage Scrub area is south of Robert A. Curtis Park just west of the Arroyo Trabuco Golf Course (Exhibit 7). The site consists largely of California sagebrush dominated CSS with 0.09 acre of western sycamore and 0.17 acre of black mustard. During work for the Arroyo Trabuco golf course, GLA detected coastal California gnatcatchers in this area, which contains areas of suitable CSS.

**6. IMPACTS TO TARGET AND IDENTIFIED SPECIES****Deleted Parcel**

As noted above, the Deleted Parcel supports a predominance of non-native mustards and annual grasses and only 0.39-acre of coyote brush scrub CSS. Protocol surveys for the CAGN in 2021 did not detect CAGN on the site or immediately adjacent to the site so there would be no impacts to CAGN. The Biological Technical Report prepared for the project did not identify any other listed or special-status species within the 13.84 acre Deleted Area. Thus, there would be no impacts to listed or other special-status species associated with the transfer of land to the City of Mission Viejo from the Habitat Reserve.

**Added Parcels*****13.88-Acre Northerly Parcel***

As noted above, during site reconnaissance and vegetation mapping for the 13.88-acre Northerly Parcel three occurrences of the CAGN were detected within the 10.81 acres of CSS. Transfer of this land to the Habitat Reserve would result in a net increase in CSS occupied by the CAGN.

***1.54-Acre Site C Mixed Riparian and CSS***

As noted above, least Bell's vireo was observed within the 1.54-acre parcel that will be transferred to the County from the City. This parcel will be subject to habitat restoration efforts including removal of invasive pampas grass and reestablishment of arroyo willow and mulefat scrub in conjunction with preservation of 1.08-acre of arroyo willow forest, resulting in a net increase of suitable habitat for least Bell's vireo in the Habitat Reserve.

***Site C 2.16-Acre CSS Area***

As noted above during biological surveys for the Arroyo Trabuco Golf Course, CAGN were observed in the general vicinity of the 2.16-acre CSS area associated with the City's Site C. The area is dominated by California sagebrush CSS and is presumed to be occupied by CAGN.



**CONSISTENCY WITH HABITAT CONSERVATION PLAN  
MINOR AMENDMENT CRITERIA**

**7. EFFECTS ON COVERED HABITATS**

Three "covered habitats" will be affected by the proposed amendment, including CSS, Oak Woodland, and Willow Riparian Woodland. The proposed amendment will result in the loss of 0.39-acre of coyote brush dominated CSS, with a corresponding addition of 12.74 acres of California sagebrush dominated CSS for a net increase of 12.35 acres of CSS habitat. Therefore, the proposed amendment complies with the Criteria for CSS (i.e., no reduction in the acreage of covered habitat).

The proposed amendment will also impact 0.12 acre of coast live oak woodland. The proposed amendment would include the addition of 2.88 acres of coast live oak woodland associated with the Northerly Parcel resulting in a net increase of 2.76 acre of coast live oak woodland within the Habitat Reserve.

The proposed amendment would impact 0.04 acre of arroyo willow riparian habitat and 0.31 acre of mulefat scrub for a total impact of 0.35 acre of riparian habitat. The transfer of land from the City of Mission Viejo to the County for incorporation into the Habitat Reserve would result in the addition of 1.08 acre of arroyo willow riparian habitat for a net increase of 0.73 acre of riparian habitat within the Habitat Reserve.

**8. EFFECTS ON TARGET AND IDENTIFIED SPECIES**

Based on the survey information for the Robert A. Curtis project, there will be an increase in the number of CAGN (estimated 3 to 4 occurrences) within the Habitat Reserve with adoption of this proposed Minor Amendment. There would also be a net increase of 12.35 acres of CSS in the Habitat Reserve, increasing the overall carrying capacity of the Habitat Reserve for the CAGN. There would be a small increase of riparian habitat within the Habitat Reserve and the potential for one additional occurrence by least Bell's vireo. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain the number of identified occurrences by target species within the Reserve.

**9. NET IMPACT ON THE SIZE OF THE RESERVE**

The proposed Minor Amendment would result in a net increase in the size of the Reserve of 3.74 acres. Therefore, the Minor Amendment meets the requirement that a Minor Amendment must maintain or increase the size of the Reserve. It is important to note that when the net change in covered habitats is considered, the difference is a net increase of 15.80 acres, as summarized in Table 3. This is because much of the deleted land exhibits land cover by non-native species such as black mustard stands, which exhibits lower habitat values than the coastal sage scrub, oak woodland, and willow riparian habitat that will replace the non-native land cover types.

**Table 3: Net Change by Acreage for Covered Habitat Types**

Covered Habitat Type	Deleted Covered Habitat From Reserve	Added Covered Habitat to Reserve	Net Change Covered Habitat within Reserve
Coastal Sage Scrub	-0.39 acre	12.74 acres	+12.35 acres
Oak Woodland	-0.12 acre	2.88 acres	+2.76 acres
Riparian Habitat	-0.39 acre	1.08 acres	+0.69acre
<b>Total</b>	<b>-0.90 acre</b>	<b>16.70 acres</b>	<b>+15.80 acres</b>

#### 10. NET CHANGE IN CONSERVATION VALUE OF COVERED HABITAT

Table 3 identifies the covered habitats within the Added and Deleted Parcels associated with the proposed Minor Amendment. As noted above, areas of CSS to be added to the Habitat Reserve include three occurrences for the coastal California gnatcatcher and would thus result in a net increase in both suitable habitat and the number of gnatcatchers in the Habitat Reserve. Similarly, there would be a small net increase in riparian habitat suitable for least Bell's vireo and the addition of one occurrence based on protocol surveys in 2021.

In addition to the 13.88-acre parcel to the north of Lower Curtis Park, the City proposes to dedicate as open space, the 11.66 acres between the 13.88-acre parcel that will be added to the Habitat Reserve and Lower Curtis Park. The area would be dedicated through a deed restriction or similar instrument. While the County declined to accept this area for addition to the Habitat Reserve, the area includes Physical and Biological Features (PBFs) typically associated with designated Critical Habitat including PBF-1 such as coyote brush and mulefat scrub and willow forest along with areas consistent with PBF-2, such a black mustard. In addition to the habitat functions provided by this area, the area will also provide buffer functions between areas of existing development and the Habitat Reserve.

#### 11. IMPACT ON BIOLOGICAL CONNECTIVITY

Trabuco Creek is a major drainage course within a north-to-south trending canyon known as the Arroyo Trabuco that drains the foothills of the Santa Ana Mountain and drains to the Pacific Ocean. Within the vicinity of the project site, extending upstream to Santa Margarita Parkway and downstream to Interstate 5, widths of the Arroyo Trabuco, from canyon rim to rim or from other features such as residential development or golf courses, range from over 3,000 feet to approximately 1,500 feet with riparian habitat lining the drainage course that is several hundred feet wide in most areas with coastal sage scrub and grasslands on the adjacent slopes and terraces. The Arroyo Trabuco narrows immediately south of the Arroyo Trabuco Golf Course south of the two Site C dedication areas and is also constrained by Interstate 5 where the Trabuco Creek is conveyed under the freeway by a culverted crossing.

In vicinity of Curtis Park, accounting for the developed portions of the existing park, the Arroyo Trabuco ranges from approximately 2,000 to 2,300 feet wide consisting of a broad riparian canopy ranging between 300 and 600 feet wide. Construction of the park extension will reduce

the width of the undeveloped area from about 2,200 feet in width to approximately 1,600 feet in width, which will then be expanded to about 1,800 feet with restoration of the lower park slopes with coastal sage scrub habitat covering approximately five acres. The addition of five acres of coastal sage scrub on the lower slopes of Lower Curtis Park, will provide enhanced connectivity and live-in/breeding habitat within the Arroyo Trabuco for the coastal California gnatcatcher immediately adjacent to the Habitat Reserve. Thus, following development and restoration on the slopes between the park and the Arroyo Trabuco, the habitat corridor in this area will be approximately 1,800 feet which is typical of widths of the Arroyo Trabuco upstream and downstream of the project site. Given these factors, the proposed Minor Amendment will not negatively impact biological connectivity within the Habitat Reserve.

## **12. IMPACT ON THE RESERVE CONFIGURATION**

The proposed Minor Amendment will not negatively impact the configuration of the Reserve. Specifically, the overall configuration of the Habitat Reserved will be largely unchanged. As noted, The Minor Amendment would increase the overall size of the Habitat Reserve by 3.74 acres with a notable increase of Covered Habitats by 15.80 acres of which 12.35 acres consists of coastal sage scrub, occupied by the coastal California gnatcatcher, increasing the overall carrying capacity of the Reserve for this species.

## **13. LAND MANAGEMENT**

### **County Responsibilities for Habitat Reserve**

The City of Mission Viejo is the current landowner of the Added Parcels. The County of Orange is the current landowner of the Habitat Reserve lands that will be transferred to the City of Mission Viejo from the County of Orange for the park expansion.

The County of Orange currently acts as the land manager for areas within the Arroyo Trabuco, and it is anticipated that the County of Orange will serve as the land manager of the Added Parcels following conveyance to the County of Orange.

### **City Responsibilities for Areas Outside of Habitat Reserve'**

Following the land swap, Lower Curtis Park will be adjacent to the Habitat Reserve as will the 11.66-acre parcel to be dedicated as open space to enhance the biological functions of the Habitat Reserved within the Arroyo Trabuco. The responsibilities of the City of Mission Viejo regarding potential indirect impacts associated with the construction and operation of Lower Curtis Park are addressed below and include potential impacts from noise, lighting, and trash.

#### **Noise Impacts**

The area adjacent to Lower Curtis Park support only limited areas of native vegetation that could be used for breeding by the coastal California gnatcatcher or least Bell's vireo. Nevertheless, prior to grading within 300 feet of coastal sage scrub or riparian habitat capable of supporting the

coastal California gnatcatcher or least Bell's vireo a biologist familiar with these species will conduct pre-construction surveys for any grading that is to be conducted during the avian nesting season (February 15 – August 15 for the gnatcatcher and March 15 – August 15 for least Bell's vireo to determine presence/absence within 300 feet of the proposed grading. Should either species be detected within 300 feet, the City will contact USFWS to determine appropriate measures to ensure that no take of federally listed species occurs during construction.

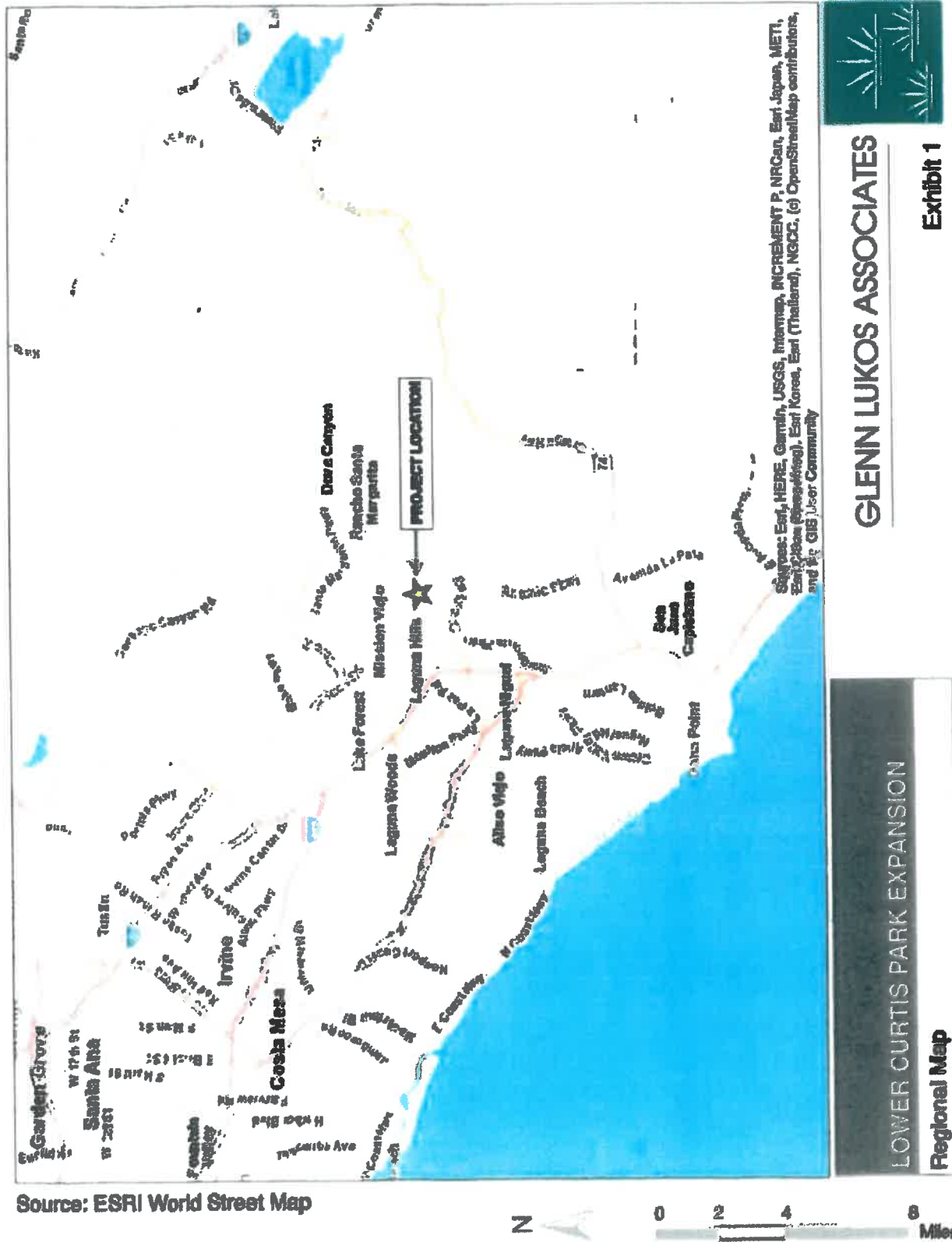
***Lighting***

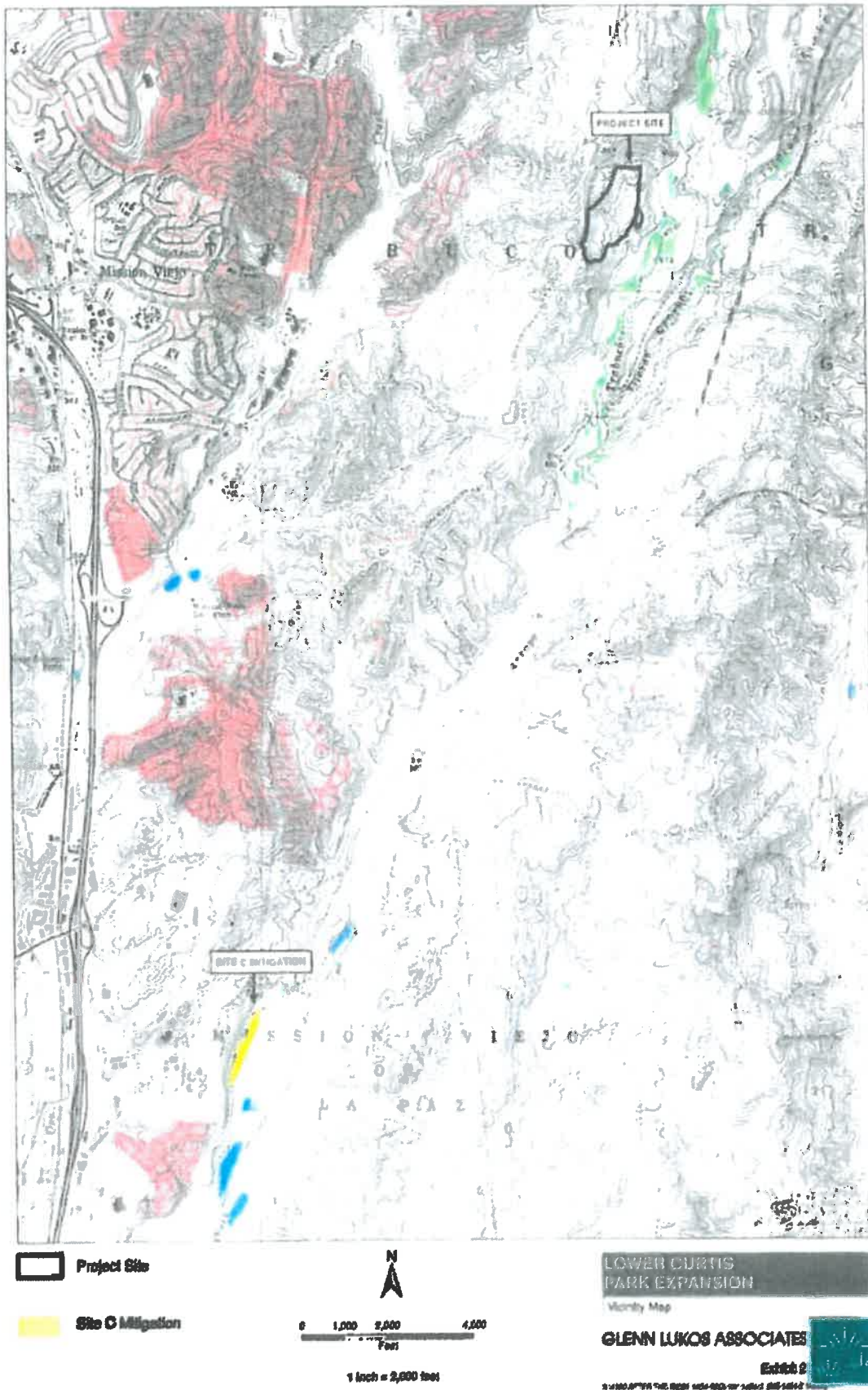
Final design of Lower Curtis Park including the proposed regulation-sized ballfields has not been completed. Thus, lighting plants have not been completed and the potential for night lighting for the ball fields has not been determined. Prior to construction of the ball fields, the City of Mission Viejo will submit to USFWS lighting plans for the park. If night lighting for the ball fields is included in the final design Lower Curtis Park, the City shall submit the plans to USFWS with an analysis of the potential impacts of the lighting of the Habitat Reserve by a qualified biologist.

***Trash***

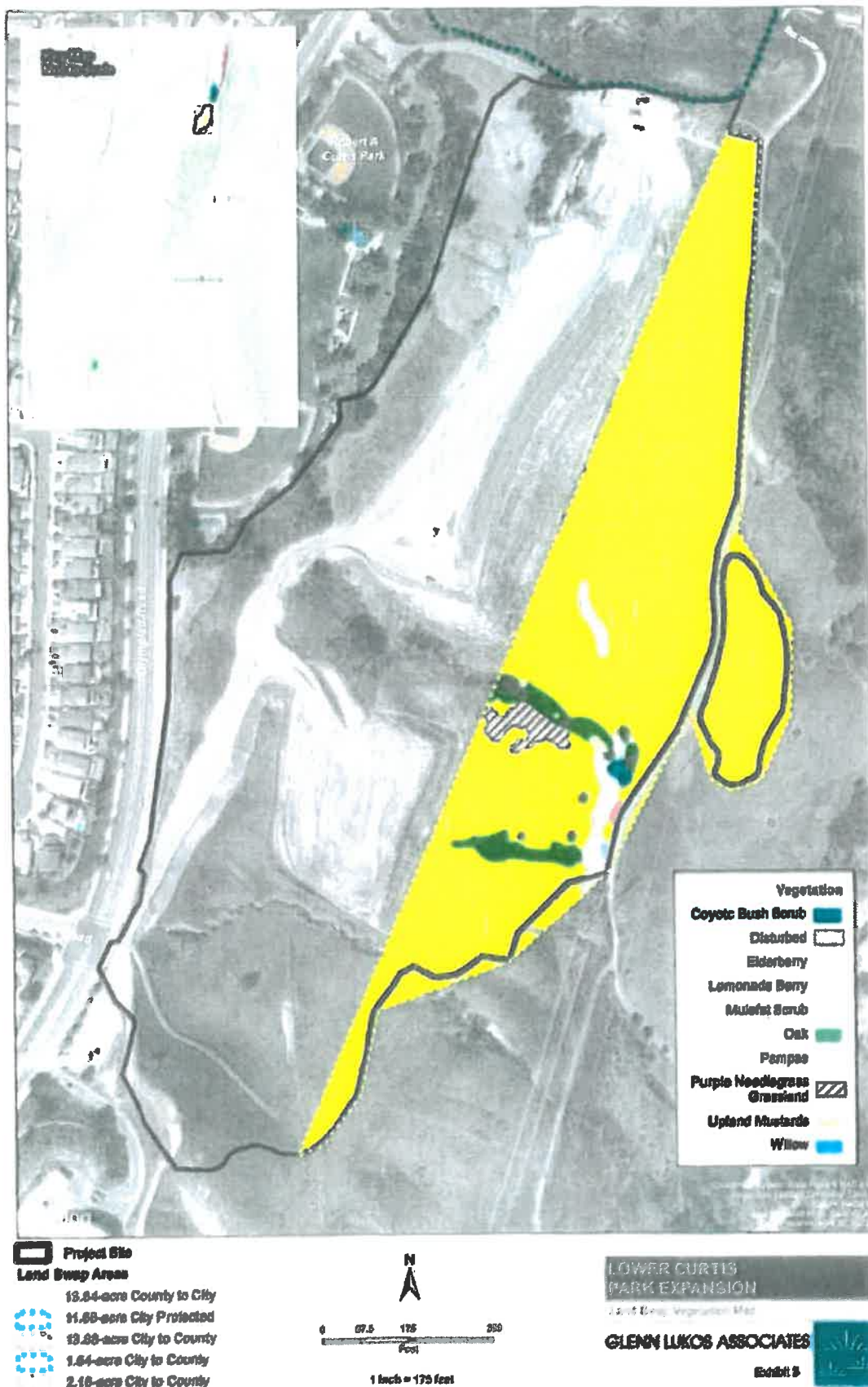
Prior to opening of Lower Curtis Park, the City of Mission Viejo will submit to USFWS for review, the design of trash receptacles that would include design features that would prevent wildlife from accessing the trash.

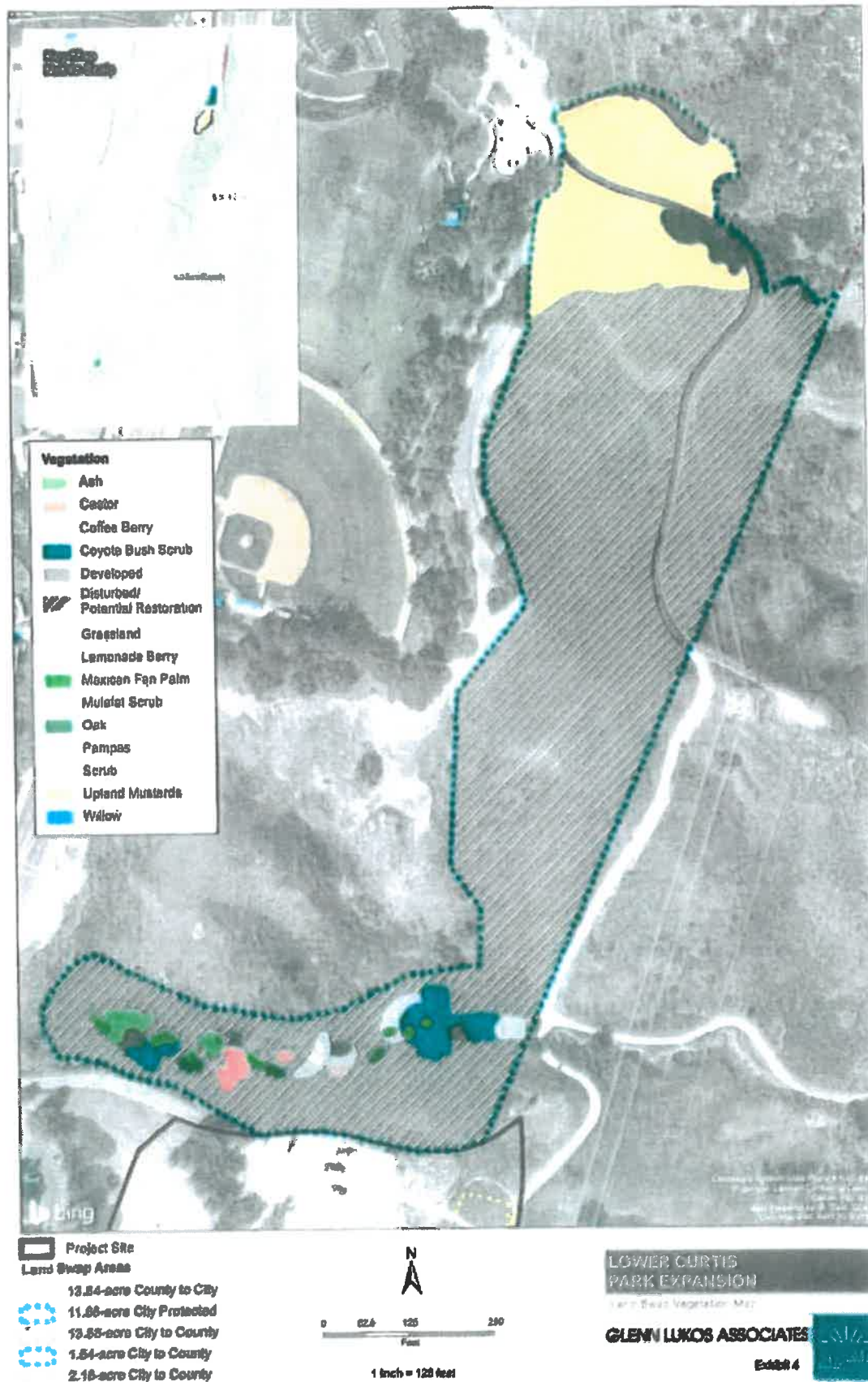
1454-2\_SSHCP Minor Amendment Request.doc





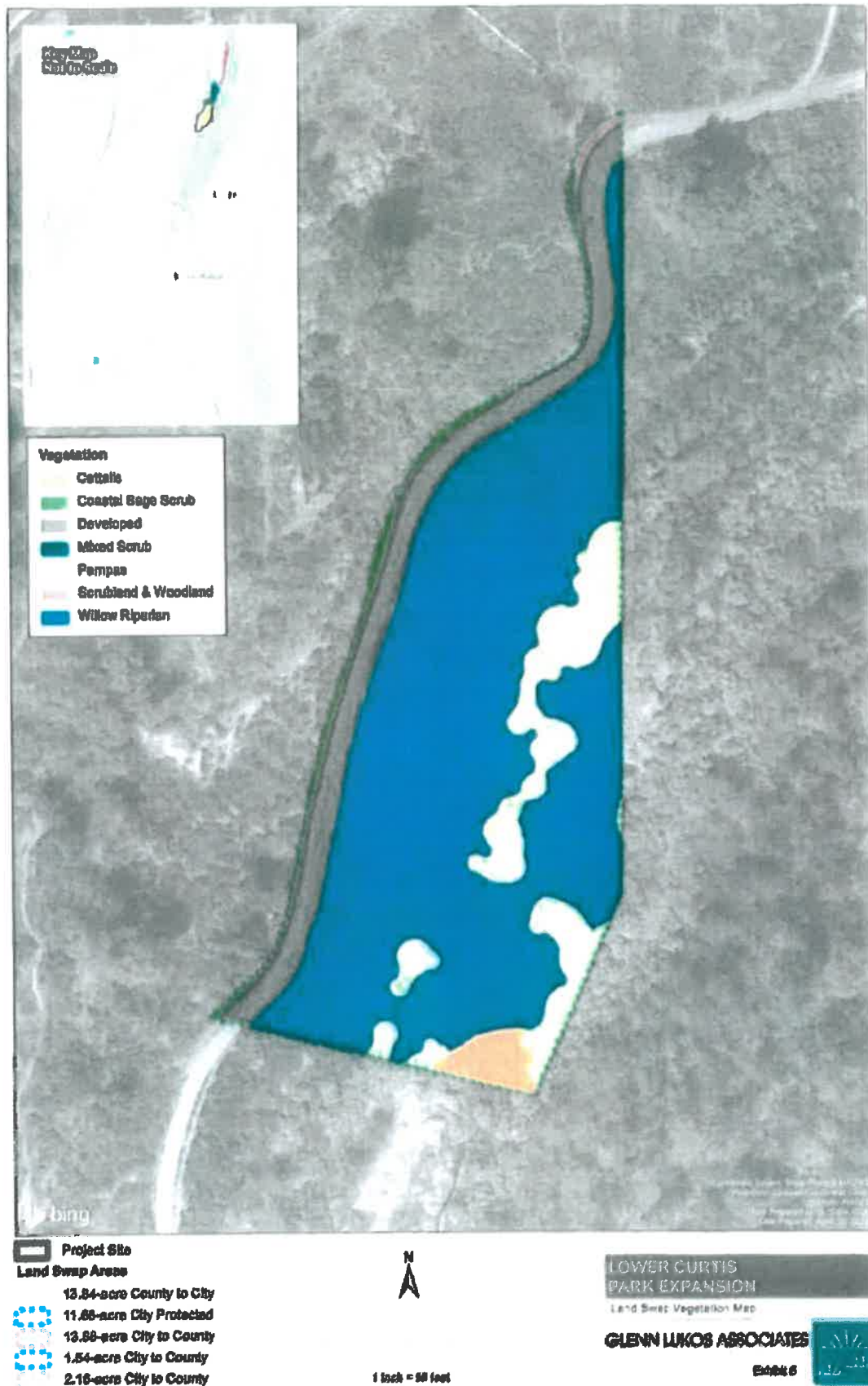


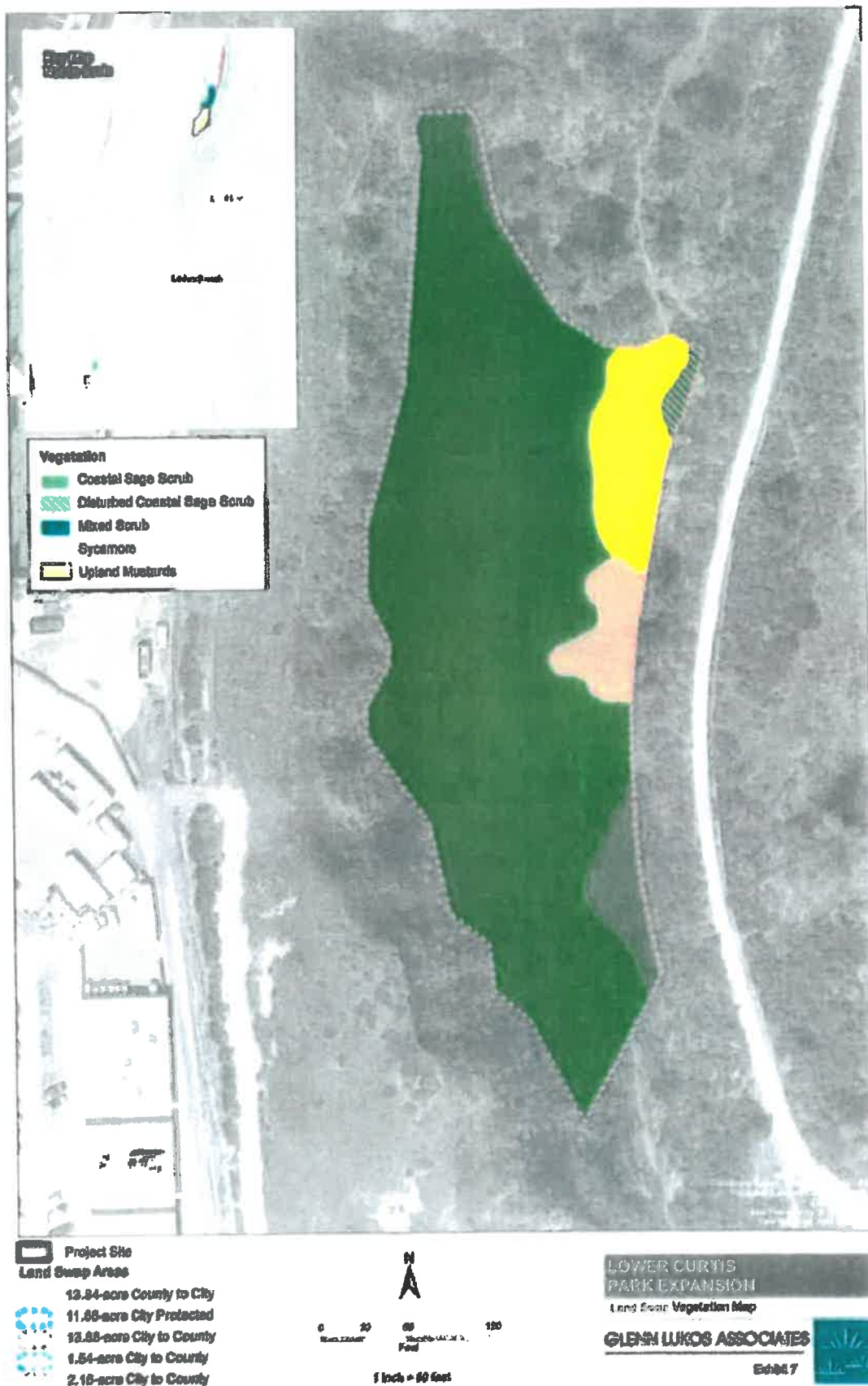












**EXHIBIT D**

**U.S. Fish and Wildlife Approval Letter to Minor Amendment to Habitat Conservation Plan**





**United States Department of the Interior**  
**U.S. FISH AND WILDLIFE SERVICE**  
Ecological Services  
Carlsbad Fish and Wildlife Office  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008



In Reply Refer to:  
23-0099757\_HCP-AMD\_OR

**July 3, 2023**  
***Sent Electronically***

Brian Kurnow  
Interim Planning and Design Division Manager  
Orange County Parks  
13042 Old Myford Road  
Irvine, California 92602

Mark Chagnon  
Director of Public Works  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691

**Subject:** Minor Amendment to the Orange County Southern Subregion Habitat Conservation Plan for the Lower Curtis Park Expansion Project, Orange County, California

**Dear Brian Kurnow and Mark Chagnon:**

This letter is in response to the June 27, 2023, request from the County of Orange (County) for a Minor Amendment to remove a 13.84-acre parcel from the Orange County Southern Subregion Habitat Conservation Plan (HCP) Habitat Reserve (Reserve), and add a 13.88-acre parcel, a 1.54-acre parcel, and a 2.16-acre parcel to the Reserve to accommodate the Lower Curtis Park Expansion Project (project). We received the final version of the proposed minor amendment on April 21, 2023 (GLA 2023).

**Project Description**

The project proposes to expand the existing Robert A. Curtis Park in the City of Mission Viejo (City) to cover an additional 40.26 acres by creating a graded pad below the existing park site to accommodate additional sports fields and/or general use areas. The 40.26-acre expansion area currently consists of 26.42 acres of City-owned lands and 13.84 acres of County-owned Reserve lands (Figure 1). The project will also include an access road, drainage improvements, a water quality basin, and temporary landscaping to protect slope areas and prevent erosion. Final design of Lower Curtis Park, including proposed regulation-sized ballfields has not yet been completed.

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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### Changes to the Reserve

The Implementation Agreement (Section 15.4, p. 72) for the HCP provides the following guidance regarding minor amendments: "Minor amendments include, but are not limited to, combinations of adding and removing land from the Habitat Reserve which result in no net loss of Habitat Reserve acreage and no long-term net loss of subregional habitat value." The proposed minor amendment will result in removal of 13.84 acres of County-owned land from the Reserve that will be incorporated into the project footprint. The 13.84-acre County-owned parcel is located in Arroyo Trabuco and consists of about 0.43 acres of native upland scrub, 0.22 acres of native grassland, 0.35 acres of riparian scrub, 0.12 acres of oak woodland, and 12.72 acres of non-native vegetation. The project site, including the County-owned parcel, is known to support dispersal of Covered Species under the HCP, including the coastal California gnatcatcher (*Polioptila californica californica*, gnatcatcher), but protocol surveys did not detect any gnatcatcher nesting.

To offset the removal of the 13.84-acre parcel, the City will add a 13.88-acre parcel (Northerly Parcel), a 1.54-acre parcel (Site C Mixed Riparian Parcel), and a 2.16-acre parcel (Site C Coastal Sage Scrub Parcel) to the Reserve (17.58 acres total). The Northerly Parcel is a linear strip of land located north of the project site and adjacent to the existing Reserve (Figure 2). It consists of 10.81 acres of coastal sage scrub that supports gnatcatcher, 2.88 acres of oak woodland, and 0.19 acres of non-native vegetation. The Site C Mixed Riparian Parcel includes 1.11 acres of riparian habitat in Arroyo Trabuco south of the project site. About 0.19 acres of pampas grass will be restored to arroyo willow and mulefat at the Site C Mixed Riparian Parcel (Figure 3). The least Bell's vireo (*Vireo bellii pusillus*, vireo), which is a Covered Species under the HCP, has been detected in the vicinity of the Site C Mixed Riparian Parcel. The Site C Coastal Sage Scrub Parcel is located on the southwest end of Arroyo Trabuco and consists of 1.9 acres of coastal sage scrub, 0.09 acre of sycamore woodland, and 0.17 acres of non-native vegetation (Figure 4). Gnatcatchers have been detected in the vicinity of the Site C Coastal Sage Scrub Parcel (GLA 2023).

Overall, the proposed minor amendment will result in the loss of 1.12 acres of native habitat and 12.72 acres of non-native/disturbed habitat from the Reserve. Additions to the Reserve include 17.01 acres of native habitat and 0.57 acre of non-native/disturbed habitat. The net changes to the Reserve will result in the addition of 15.89 acres of native habitat and removal of 12.15 acres of non-native/disturbed habitat. The total change to the Reserve size will be an increase of 3.74 acres (Table 1).

This portion of the Reserve in Arroyo Trabuco serves mainly as a wildlife corridor between the Reserve to the northeast and open space to the south and west in the Cities of San Clemente and San Juan Capistrano. Removal of the 13.88-acre County parcel from the Reserve will make the corridor slightly more constricted in the vicinity of the project, but the addition of the Northerly Parcel and the two Site C Parcels will protect these areas from future development and conserve the integrity of the Reserve corridor on the north and south ends of Arroyo Trabuco.

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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Table 1. Proposed changes to the Reserve by habitat type.

Habitat type	Removed from Reserve	Added to Reserve	Net Change to Reserve
Coastal sage scrub	0.43	12.74	+12.31
Native grassland	0.22	0	-0.22
Oak woodland	0.12	2.88	+2.76
Riparian scrub/forest	0.35	1.3*	+0.95
Sycamore woodland	0	0.09	+0.09
Non-native vegetation	12.38	0.34	-12.04
Disturbed/Developed	0.34	0.23	-0.11
<b>Total</b>	<b>13.84</b>	<b>17.58</b>	<b>+3.74</b>

\*Includes 0.19 acre of pampas grass that will be restored to riparian scrub.

#### Additional City Commitments

In addition to the Reserve additions summarized above, the City proposes to protect 11.66 acres of City-owned land as open space adjacent to the Reserve with a deed restriction or similar protective instrument (Figure 5). The 11.66-acre parcel consists of mostly non-native vegetation, but also supports coyote bush scrub, mulefat scrub, and riparian scrub. This parcel is situated just north of the project site and south of the Northerly Parcel and will serve as a buffer between existing development (Beebe Park) and the Reserve. This parcel will also contribute to the preservation of the existing wildlife corridor along Arroyo Trabuco. The City will provide a draft deed restriction or other protective instrument to the Carlsbad Fish and Wildlife Office (CFWO) for review and approval. Prior to construction of new park facilities, the City will record the CFWO-approved deed restriction or other protective instrument and provide a final copy to the CFWO. The City will also plant about 5 acres of coastal sage scrub on the Reserve-facing slopes of the project footprint, which will help maintain and enhance wildlife movement through Arroyo Trabuco. The City will provide a draft coastal sage scrub planting, monitoring, and maintenance plan to the CFWO for review and approval prior to construction of new park facilities.

It is not yet known if the ballfields in the expanded park area will require night-lighting. If there is a need for lighting, the City will provide draft lighting plans for the expanded park that minimize the impacts of artificial lighting in the Reserve to the CFWO for review and approval prior to construction of new park facilities. The City will also design trash receptacles for the expanded park area in a way that prevents wildlife from accessing trash. Trash receptacle designs will be submitted to the CFWO for review prior to construction of new park facilities.

Suitable breeding habitat for vireo and gnatcatcher is limited in the vicinity of the project footprint, and noise impacts to nesting vireos and gnatcatchers from construction are unlikely to

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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occur. However, if any construction will occur within 300 feet of suitable vireo or gnatcatcher habitat during the breeding season for each species (March 15 to September 15 for vireo and February 15 to August 31 for the gnatcatcher), a qualified biologist<sup>1</sup> will conduct pre-construction surveys for vireo and/or gnatcatcher prior to initiating construction. If nesting vireos or gnatcatchers are detected within 300 feet of the project footprint, the City will contact the CFWO to determine appropriate avoidance and minimization measures.

Because the City has an ongoing source of incoming fill, the County has agreed to allow the City to begin placing fill on the County's 13.84-acre parcel before the land swap is finalized, if necessary. The County will issue a license to the City allowing access to the County parcel with the understanding that the land swap will proceed as documents are finalized and recorded. The County and/or City will provide the signed license to the CFWO prior to proceeding with impacts to the County parcel and Reserve. If the land swap does not proceed following City impacts to the Reserve, the City has committed to remove any fill and restore the parcel to existing conditions as mapped in the proposed minor amendment.

### Conclusion

We believe that the proposed project qualifies as a minor amendment to the HCP because the amendment: 1) will result in a net increase in the size of the Reserve by 3.74 acres; 2) will result in a net increase in the amount of native habitat supporting Covered Species in the Reserve, including coastal sage scrub, oak woodland, and riparian habitat by 15.89 acres; 3) will protect an additional 11.66 acres of City-owned land adjacent to the Reserve; (4) will plant 5 acres of coastal sage scrub and implement other minimization measures during construction of the expanded park project to minimize disturbance to wildlife and degradation to the adjacent Reserve; and (5) will not negatively impact connectivity within the Reserve.

Based on the consistency of this project with the guidelines for minor amendments, we concur with the approval of this proposal as a minor amendment. We thank you for the opportunity to comment on this proposal and your efforts to ensure that the proposed amendment will be a net benefit to the Reserve. Should you have any questions, please contact [Lauren Kershek](mailto:Lauren.Kershek@fws.gov)<sup>2</sup> of this office at 760-431-9440, extension 208.

Sincerely,

CAROL  
ROBERTS

Digitally signed by  
CAROL ROBERTS  
Date: 2023.07.03  
104654-07'07

for Jonathan D. Snyder  
Assistant Field Supervisor

<sup>1</sup> The qualified biologist will be a trained ornithologist with at least 40 hours of independent gnatcatcher and vireo observation in the field and documented experience of at least 20 hours of locating and monitoring gnatcatcher and vireo nests. If necessary, more than one biologist may be used.

<sup>2</sup> [lauren\\_kershek@fws.gov](mailto:lauren_kershek@fws.gov)



Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

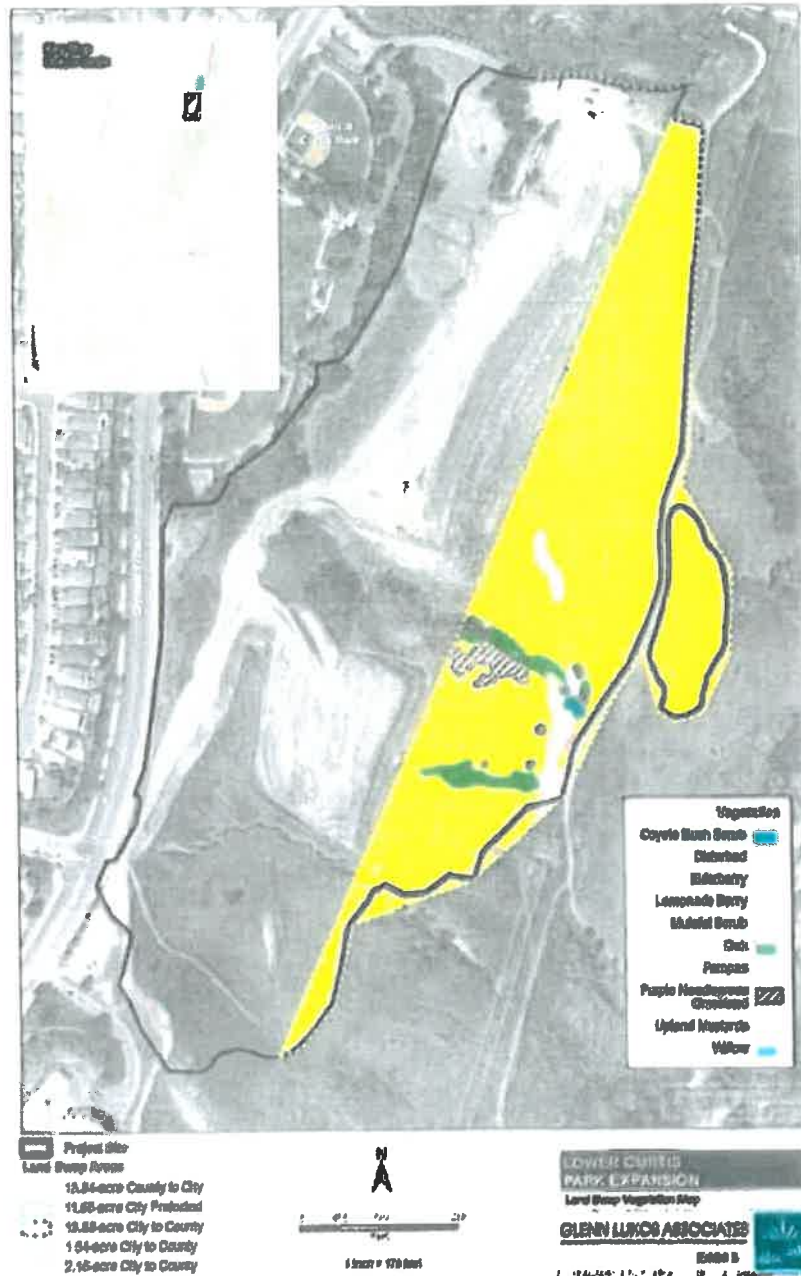
5

**Literature Cited**

[GLA] Glenn Lukos Associates, Inc. 2023. Draft County of Orange Southern Subregion Habitat Conservation Plan Boundary Minor Amendment for the Lower Curtis Park Expansion, Mission Viejo, California. Prepared for the City of Mission Viejo. April.

Brian Kurnow and Mark Chagnon (23-0099757\_HCP-AMD\_OR)

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**Figure 1. Project site (black outline) and County-owned 13.84-acre Reserve parcel that will be removed from the Reserve (yellow-dotted line) (GLA 2023).**

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**Figure 2. The 13.88-acre Northerly parcel that will be added to the Reserve to the north of project site (GLA 2023).**

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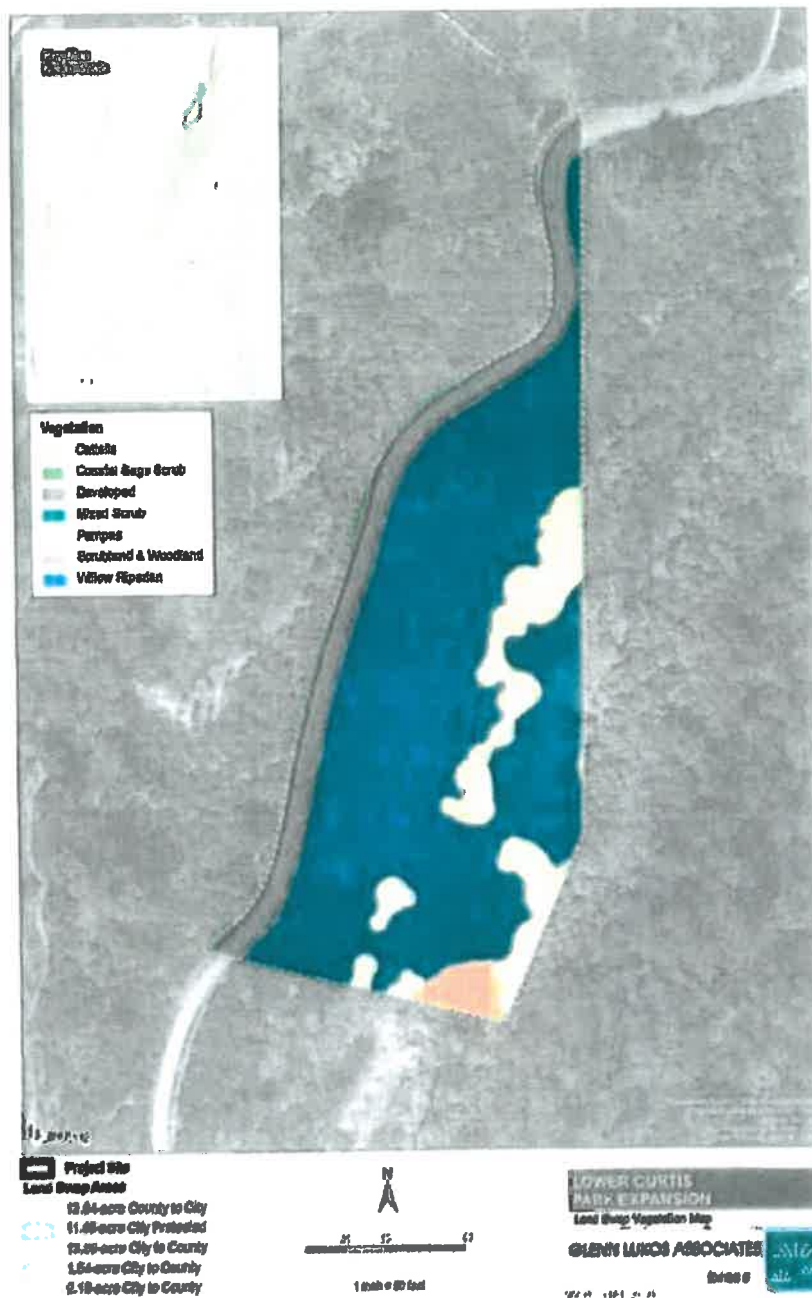
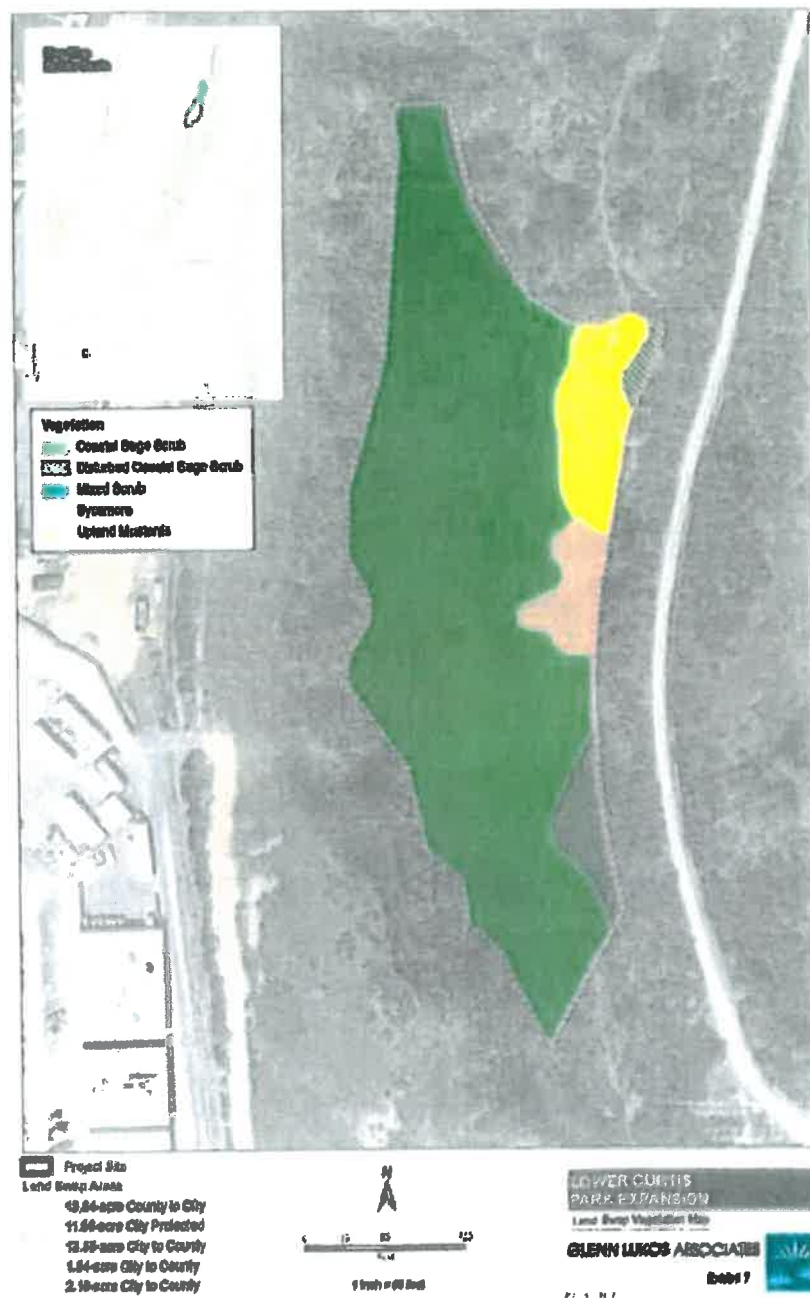


Figure 3. The 1.54-acre Site C Mixed Riparian Parcel that will be added to the Reserve to the south of the project site (GLA 2023).

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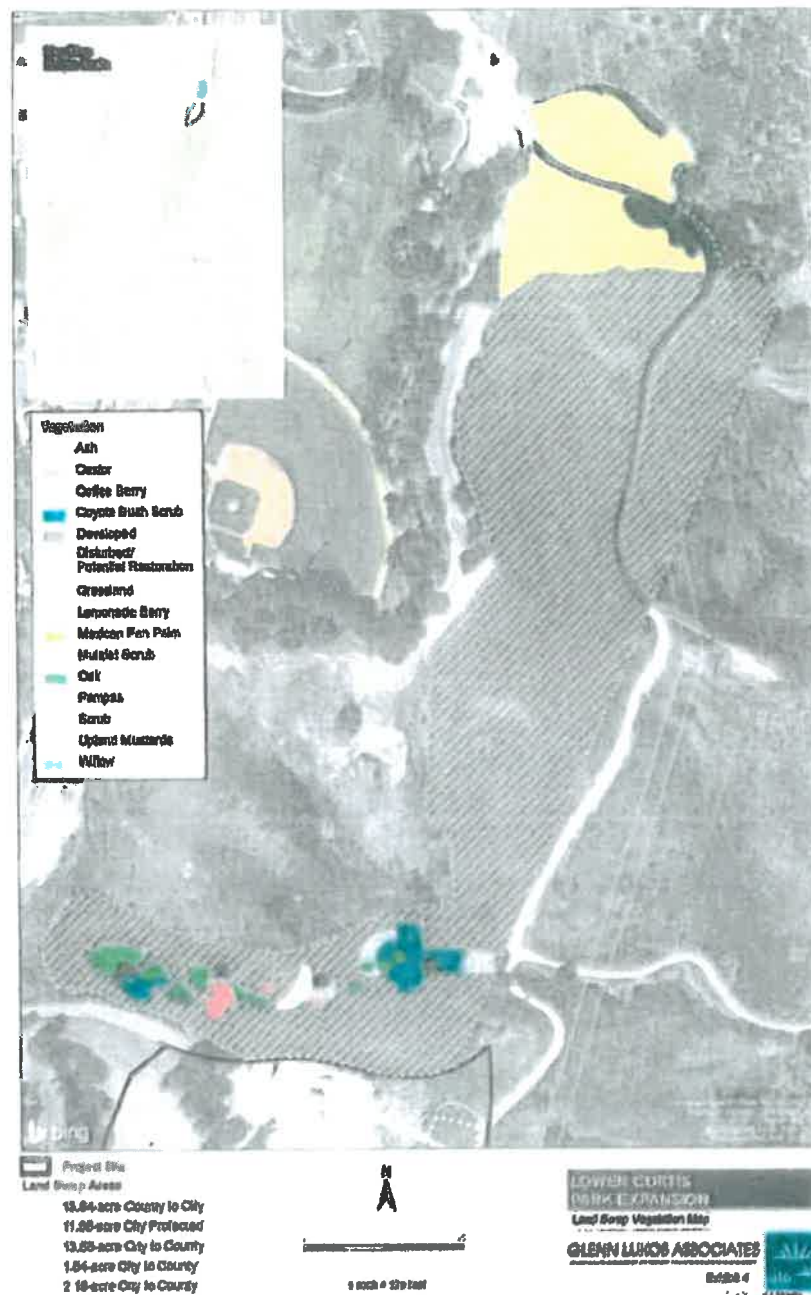


**Figure 4. The 2.16-acre Site C Coastal Sage Scrub Parcel that will be added to the Reserve to the south of the project site (GLS 2023).**



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**Figure 5. The 11.66-acre parcel that will be protected from development by the City north of the project site (GLA 2023).**

**EXHIBIT E**  
**Memorandum of Implementation**

**EXHIBIT E****Amended Memorandum of Implementation Agreement  
for Southern Subregion Habitat Conservation Plan**

The Memorandum of Implementation Agreement, recorded April 21, 2011, as Instrument No. 2011000203732 by the Orange County Clerk-Recorder, as attached herein, has been amended to reflect the following HCP Reserve changes to O'Neill Regional Park through a minor amendment to the Orange County Southern Subregion Habitat Conservation Plan ("HCP") Boundary Minor Amendment for Lower Curtis Park Expansion #23-0099757\_HCP-AMD\_OR, approved and adopted by the United States Fish and Wildlife Service on July 3, 2023.

HCP Reserve Facility Parcel Nos. PR51A-103.01 and PR51A-701.01 are collectively reduced by 13.84 acres, removing portions of:

<b>FACILITY-PARCEL NO.</b>	<b>APN</b>	<b>TOTAL PARCEL AREA +/-</b>
PR51A-103.01 (portion)	125-086-11 (portion)	
PR51A-701.01 (portion)	125-086-20 (portion)	13.84 AC

County Facility Parcel Nos. PR51A-606, PR51A-914, and PR51A-915 are hereby enrolled into the HCP Reserve at O'Neill Regional Park accordingly:

<b>FACILITY-PARCEL NO.</b>	<b>APN</b>	<b>PARCEL AREA +/-</b>
PR51A-606	786-601-01 (portion)	13.88 AC
PR51A-914	740-012-40 (portion)	1.54 AC
PR51A-915	740-012-40 (portion)	2.16 AC



Recorded at request of and  
when recorded mail to:

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

Recording Fee Exempt per  
Government Code 27383

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

EXEMPT FROM RECORDING FEE

NO FEE

2011000203732 02:03pm 04/21/11

93 401 M10 6

0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

Space above this line for recorder's use

### Memorandum of Implementation Agreement

On January 10, 2007, the County of Orange, a political subdivision of the State of California, entered into an Implementation Agreement (IA) with various landowners and governmental agencies to implement the terms of the South Orange County Natural Communities Conservation Plan/Master Streambed Alteration Agreement/Habitat Conservation Plan (NCCP/MSAA/HCP). Both the NCCP/MSAA/HCP and the IA have provisions that will affect and restrict the use of the subject properties.

This memorandum is to give notice that properties owned by the County of Orange and described in the legal descriptions attached hereto as Exhibits A, B, & C are encumbered by the terms of the NCCP/MSAA/HCP and IA.

A copy of the Implementation Agreement is available for public review at OC Community Resources, OC Parks, 13042 Old Myford Road, Irvine, CA 92602.

APPROVED AS TO FORM:  
County Counsel

COUNTY OF ORANGE

By: Thomas A. Miller

Deputy

By: Bill Campbell

Chair of the Board of Supervisors  
Orange County, California

Dated: 4-21-11

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

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



### Acknowledgment

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is 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 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.

Notary Public in and for said State

(SEAL)

**LEGAL DESCRIPTION**

Those certain parcels of land in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.), Parcel Maps (P.M.B.) or Official Records (O.R.) in the office of the County Recorder of said county:

**CASPER, RONALD W., WILDERNESS PARK**

<b>FACILITY- PARCEL NO.</b>	<b>M.M./P.M.B./ Dds./O.R. No.</b>	<b>RECORDING DATE</b>	<b>PARCEL DESIGNATION USED IN DOCUMENT</b>	<b>PARCEL AREA +/-</b>
PR67A-101.01	O.R. 11072-40	02-08-1974	GA 543-1	5470.96 AC
EXCEPT that portion described as Parcel No. 101.1 in O.R. 14205/189, recorded 09-02-1981				
PR67A-103	O.R. 85-010744	01-11-1985	PR67A-103	1744.02 AC
PR67A-201	O.R. 2003000784758	07-03-2003	PR67A-201	41.22 AC
PR67A-202	O.R. 2003000784758	07-03-2003	PR67A-202	37.06 AC
PR67A-203	O.R. 2003000784758	07-03-2003	PR67A-203	45.70 AC
PR67A-302	M.M. 769/42-47	06-29-1998	TRACT 15533, LOT E	47.046 AC
PR67A-303	M.M. 776/11-16	10-23-1998	TRACT 14950, LOT E	50.610 AC
PR67A-401	O.R. 20020296561	04-09-2002	PR67A-401	8.090 AC
OS51D-101	O.R. 84-167498	04-24-1984	OS51D-101	67.500 AC
OS59N-101	O.R. 88-280159	06-14-1988	OS59N-101	55.475 AC
OS59N-101.1	O.R. 88-280159	06-14-1988	OS59N-101.1	58.657 AC
TOTAL +/-				7626.34 AC

APPROVED

*John D. Pavlik* Date: 10/8/10  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011

**EXHIBIT A**

Document: 2011-00203732 Page: 2

**LEGAL DESCRIPTION**

Those certain parcels of land partly in the City of Orange, all in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.), Parcel Maps (P.M.B.), Deeds (Dds.) or Official Records (O.R.) in the office of the County Recorder of said county:

**O'NEILL REGIONAL PARK**

<b>FACILITY-PARCEL NO.</b>	<b>M.M./P.M.B./Dds./O.R. No.</b>	<b>RECORDING DATE</b>	<b>PARCEL DESIGNATION USED IN DOCUMENT</b>	<b>PARCEL AREA +/-</b>
PR51A-101	O.R. 10933-212	10-05-1973	PARCEL A	254.103 AC
PR51A-102	O.R. 10933-212	10-05-1973	PARCEL B	130.818 AC
PR51A-103.01	O.R. 82-351695	10-06-1982	PARCELS B, B-1, B-2, B-3 & B-4	627.78 AC
EXCEPT that portion quitclaimed per O.R. 89-184656 recorded 04-07-1989				
PR51A-103.2	O.R. 89-184857	04-07-1989	PR51A-103.2	0.460 AC
PR51A-104	M.M. 547/34-40	10-31-1985	TRACT 12267, LOT B	3.633 AC
PR51A-105	M.M. 562/38-42	08-18-1986	TRACT 12646, LOT A	5.179 AC
PR51A-108	M.M. 600/26-30	05-05-1988	TRACT 12784, LOTS A & B	2.153 AC
PR51A-201	O.R. 11317-620	01-03-1975	GA 506-6	7.040 AC
PR51A-202	O.R. 11347-703	02-27-1975	GA 506-5	20.340 AC
PR51A-203	O.R. 11501-829	09-03-1975	GA 506-4.01	13.039 AC
PR51A-301	O.R. 11104-1607	03-28-1974	GA 550-2.01	231.957 AC
PR51A-501	O.R. 88-294414	06-21-1988	PR51A-106	87.011 AC
PR51A-502	M.M. 600/39-41	06-16-1988	TRACT 13165, LOT A	1.788 AC
PR51A-502.1	M.M. 600/42-44	05-18-1988	TRACT 13166, LOTS A & B	2.584 AC
PR51A-503	M.M. 651/19-23	01-23-1990	TRACT 13428, LOT E	11.369 AC
PR51A-505.01	M.M. 743/46-49	10-24-1996	TRACT 15299, LOT A (Portion)	39.57 AC
EXCEPT that portion quitclaimed per O.R. 20000133094 recorded 03-15-2000.				

**EXHIBIT B**

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FACILITY-PARCEL NO.	M.M./P.M.B./Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR51A-507.01	O.R. 20000133095	03-15-2000	PR51A-507	7.685 AC
TOGETHER WITH that land quitclaimed per O.R. 20010606109 recorded 08-30-2001.				
EXCEPT that portion quitclaimed per O.R. 20010606110 recorded 08-30-2001.				
PR51A-601	M.M. 619/20-26	12-12-1988	TRACT 13202, LOT A	1.199 AC
PR51A-602	O.R. 619/10-13	12-15-1988	TRACT 13201, LOT A	7.438 AC
PR51A-603	O.R. 618/43-48	12-15-1988	TRACT 13084, LOTS A, D & E	14.213 AC
PR51A-701.01	O.R. 84-372034	09-06-1984	PR51A-701	211.91 AC
EXCEPT Parcel 701.1 as quitclaimed per O.R. 89-184656 recorded 04-07-1989.				
PR51A-702	O.R. 89-184657	04-07-1989	PR51A-702	0.610 AC
PR51A-703	M.M. 619/1-9	12-16-1988	TRACT 13085, LOT A	8.647 AC
PR51A-704	M.M. 633/39-43	06-09-1989	TRACT 13086, LOT A	3.671 AC
PR51A-801	O.R. 84-372033	09-06-1984	PARCEL 801	134.86 AC
PR51A-802	O.R. 89-184657	04-07-1989	PR51A-802	1.677 AC
PR51A-1001	O.R. 88-251665	05-27-1988	GA 1257-19-1	316.003 AC
PR51A-1002	M.M. 684/1-5	10-30-1991	TRACT 13680, LOT C	6.997 AC
PR51A-1003	M.M. 689/46-50	06-22-1992	TRACT 14413, LOT C	0.889 AC
PR51A-1004	M.M. 689/46-50	06-22-1992	TRACT 14413, LOT F	0.691 AC
PR51A-1005	M.M. 689/27-34	06-15-1992	TRACT 13854, LOTS A, E & F	6.786 AC
PR51A-1006	M.M. 712/16-20	07-26-1994	TRACT 13339, LOT C	6.833 AC
PR51A-1007	M.M. 743/22-28	10-11-1996	TRACT 14274, LOTS A, D & G	8.069 AC
PR51A-1008	M.M. 761/13-20	12-30-1997	TRACT 13340, LOTS E & F	3.251 AC
PR51A-1101	M.M. 672/1-22	12-14-1990	TRACT 13679, LOT L	2.089 AC
PR51A-1102	O.R. 20020387275	05-08-2002	PR51A-1102	5.363 AC
PR51A-1201	M.M. 672/1-22	12-14-1990	TRACT 13679, LOTS B, C & D	9.024 AC

**EXHIBIT B**

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FACILITY-PARCEL NO.	M.M./P.M.B./Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR51A-1301	O.R. 19960367420	07-19-1996	"OAK TREE" OPEN SPACE	7.710 AC
PR51A-1401	O.R. 95-0050393	02-06-1995	PR51A-1401	57.64 AC
PR51A-1402	O.R. 95-0050393	02-06-1995	PR51A-1402	414.86 AC
PR51A-1403	M.M. 727/23-32	08-21-1995	TRACT 15133, LOT B	1.07 AC
PR51A-1404	M.M. 730/9-13	10-27-1995	TRACT 15208, LOT A	3.733 AC
PR51A-1405	M.M. 741/44-48	08-29-1996	TRACT 15274, LOT E	0.452 AC
PR51A-1406	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT H	0.234 AC
PR51A-1406.1	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT G	0.087 AC
PR51A-1406.2	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT F	0.909 AC
PR51A-1406.3	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT E	0.290 AC
PR51A-1406.4	M.M. 757/17-21	09-25-1997	TRACT 15396, LOT D	0.500 AC
PR51A-1408	M.M. 786/40-43	05-28-1999	TRACT 15645, LOTS A, B, C & D	16.613 AC
PR51A-1409	M.M. 757/42-46	10-03-1997	TRACT 14492, LOTS D THRU I	3.549 AC
PR51A-1411	M.M. 736/42-47	06-20-1996	TRACT 15118, LOT D	1.609 AC
PR51A-1501	O.R. 19950479055	10-27-1995	PR51A-1501	31.678 AC
PR51A-1502.01	O.R. 2010000210688	05-04-2010	PR51A-1502 excluding described exception	409.70 AC
PR51A-1601	O.R. 20020505615	06-17-2002	OS59L-129 Portion - Parcel 2, LL 2001-02	3.209 AC
PR51A-1602	O.R. 20020505615	06-17-2002	OS59L-129 Portion - Parcel 3, LL 2001-02	3.287 AC
PR51A-1603	O.R. 2010000210663	05-04-2010	PR51A-1603 - WYNNE PROPERTY	15.067 AC
PR51A-1701	O.R. 19950479055	10-27-1995	PR51A-1701	23.294 AC
PR51A-1901	M.M. 777/14-31	12-11-1998	TRACT 15615, LOT BC	5.878 AC

TOTAL +/- 3200.10 AC

APPROVED

*John D. Pavlik*  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011

Date:

10/8/10



EXHIBIT B

Document: 2011-08203732 Page 5

**LEGAL DESCRIPTION**

Those certain parcels of land in the County of Orange, State of California offered or conveyed to the County of Orange or the Orange County Harbors Beaches and Parks District per the following documents recorded in Miscellaneous Maps (M.M.) or Official Records (O.R.) in the office of the County Recorder of said county:

**RILEY, GENERAL THOMAS F., WILDERNESS PARK**

FACILITY-PARCEL NO.	M.M./P.M.B./Dds./O.R. No.	RECORDING DATE	PARCEL DESIGNATION USED IN DOCUMENT	PARCEL AREA +/-
PR66A-101	O.R. 85-124683	04-09-1985	PR66A-101	475.192 AC
PR66A-101.1	M.M. 740/1-5	08-30-1996	TRACT 15303, LOT E	0.44 AC
PR66A-102	M.M. 739/41-47	08-30-1996	TRACT 15302, LOT H	4.73 AC
PR66A-102.3	M.M. 750/14-20	05-07-1997	TRACT 15304, LOT I	7.432 AC
PR66A-103	M.M. 756/1-5	09-30-1997	TRACT 15330, LOT C	0.073 AC
PR66A-104	M.M. 756/6-17	09-30-1997	TRACT 15439, LOTS P through T	1.566 AC
PR66A-107	M.M. 761/1-6	12-29-1997	TRACT 15198, LOT E	47.344 AC
PR66A-108	O.R. 20010836185	09-10-2001	Exhibit "1A", Parcel 1 (PR66A-108)	2.34 AC
PR66A-109	O.R. 20010836185	09-10-2001	Exhibit "1A", Parcel 2 (PR66A-109)	3.09 AC
PR66A-111	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT H	0.961 AC
PR66A-112	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT I	0.050 AC
PR66A-113	M.M. 794/16-24	12-23-1999	TRACT 15842, LOT J	0.612 AC
PR66A-114	M.M. 794/25-29	12-23-1999	TRACT 15841, LOT E	0.420 AC
PR66A-115	M.M. 794/25-29	12-23-1999	TRACT 15841, LOT I	0.950 AC
PR66A-118	M.M. 798/27-37	04-06-2000	TRACT 15755, LOTS OO & NN	0.857 AC
PR66A-119	M.M. 798/27-37	04-06-2000	TRACT 15755, LOT MM	2.183 AC
TOTAL +/-				548.24 AC

APPROVED

*John D. Pavlik* Date: 10/8/10  
 John D. Pavlik L.S. 5168  
 Expiration Date: June 30, 2011

**EXHIBIT C**

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**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 the order of the Board of Supervisors of the County of Orange, California, pursuant to authority conferred by Minute Order of the Board of Supervisors and the COUNTY OF ORANGE consents to the recordation thereof by its undersigned authorized officer and to the transfer of title to the property to the COUNTY OF ORANGE.

Date: \_\_\_\_\_

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


By: \_\_\_\_\_

Name: Thomas A. Miller

Title: Chief Real Estate Officer

Minute Order dated \_\_\_\_\_ 2023

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

By:   
Deputy

Date: 12-27-23