



AGENDA

Donald P. Wagner
Chairman

Melissa Fox
Vice Chairwoman

Jeffrey Lalloway
Director

Lynn Schott
Director

Christina Shea
Director

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

**February 27, 2018
2:00 PM**

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Speaker's Card/Request to Speak: If you would like to address the Board on a scheduled agenda item – including a Consent Calendar item, a Regular Business item, a Public Hearing item, or Public Comments – please complete the Request to Speak Form. The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the Clerk of the Board. The Request to Speak Form assists the Chair in ensuring that all persons wishing to address the Board are recognized. It also ensures the accurate identification of meeting participants in the Board minutes. Your name will be called at the time the matter is heard by the Board. Board policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Chair), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Chair or the Board during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTERIM DIRECTOR, OCGP, REPORT

Scan this QR code for an electronic copy of
the Great Park Board staff reports



BOARDMEMBER REPORTS

ADDITIONS AND DELETIONS

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next Board meeting.

1. CONSENT CALENDAR

All matters listed under Consent Calendar are considered by the Interim Director, Orange County Great Park, and the City Manager to be routine and will be enacted by one roll call vote. There will be no discussion of these items unless members of the Orange County Great Park Board request items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Board on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

1.1 MINUTES

ACTION:

Approve the minutes of a regular meeting of the Orange County Great Park Board held on January 23, 2018.

2. BOARD BUSINESS

2.1 BOUNDARY MODIFICATION AND PROPERTY EXCHANGE BETWEEN HERITAGE FIELDS AND THE CITY OF IRVINE AT THE ORANGE COUNTY GREAT PARK

ACTION:

- 1) Recommend the City Council approve and authorize the Mayor to execute a Letter Agreement with Heritage Fields El Toro, LLC for a boundary modification to the Orange County Great Park Improvement Area along the western edge of the Agua Chinon regional drainage facility.
- 2) Recommend the City Council approve and authorize the Mayor to execute a Letter Agreement and implementing documents between the City and Heritage Fields El Toro, LLC for a land exchange at the Orange County Great Park involving several parcels along the eastern edge of the Agua Chinon regional drainage facility.

PUBLIC COMMENTS (Limited to 3 minutes per speaker.)

Any member of the public may address the Board on items within the Orange County Great Park Board's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC
LIVE BROADCASTING AND REBROADCASTING

Regular Orange County Great Park Board meetings are broadcast live every 4th Tuesday of the month at 2 p.m. and are replayed on Tuesdays at 2 p.m. (in weeks in which there is not a live Great Park Board meeting), Wednesdays at 8 a.m., Thursdays at 7 p.m., and Saturdays at 7 p.m. (in weeks in which there is not a live Orange County Great Park meeting) until the next Orange County Great Park Board meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. Orange County Great Park Board meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the Clerk of the Board/City Clerk's Office at (949) 724-6205.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Clerk of the Board and are available for public inspection and copying once the agenda is publicly posted (at least 72 hours prior to a regular Orange County Great Park Board meeting). Staff reports can also be downloaded from the City's website at cityofirvine.org and ocgp.org beginning the Friday prior to the scheduled regular Orange County Great Park Board meeting on the 4th Tuesday of each month.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to cityofirvine.org/ictv.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Orange County Great Park Board regarding any item on this agenda after the posting of the agenda will be available for public review in the Clerk of the Board/City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR
DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS

Media Types and Guidelines

1. Written Materials/Handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Orange County Great Park Board. Please provide 15 copies of the information to be submitted and file with the Clerk of the Board at the time of arrival to the meeting. This information will be disseminated to the Orange County Great Park Board at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the Clerk of the Board/City Clerk's Office at (949)724-6205 no later than 10 a.m. on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 10 a.m. on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 10 a.m. on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a daytime phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the Clerk of the Board/City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING BOARD DECISIONS

If a person wishes to challenge the validity or reasonableness of any Board action or decision in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the Orange County Great Park Corporation, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

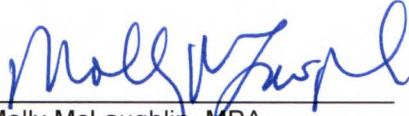
MEETING SCHEDULE

Regular meetings of the Orange County Great Park Board are held on the fourth Tuesdays of each month at 2 p.m. Agendas are available at the following locations:

- Clerk of the Board/City Clerk's Office
- Police Department
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)

- Northwood Town Center (Irvine Blvd./Yale)
- City's web page at cityofirvine.org
- Orange County Great Park's web page at ocgp.org

I hereby certify that the agenda for the Regular Orange County Great Park Board meeting was posted in accordance with law in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on February 22, 2018 by 7:45 PM as well as on the City's web page.



Molly McLaughlin, MPA
Secretary / Clerk of the Board

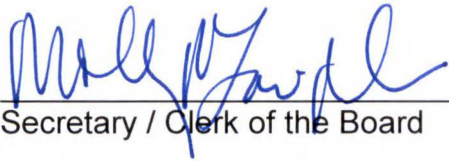
1.1



REQUEST FOR BOARD ACTION

MEETING DATE: FEBRUARY 27, 2018

TITLE: MINUTES



Secretary / Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Orange County Great Park Board held on January 23, 2018.



MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

January 23, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A regular meeting of the Orange County Great Park Board of Directors was called to order on January 23, 2018 at 2:05 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	3	Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner

Absent:	2	Director:	Jeffrey Lalloway
		Director:	Lynn Schott

PLEDGE OF ALLEGIANCE

Chairman Wagner led the Pledge of Allegiance.

INTERIM DIRECTOR, OCGP, REPORT

Pete Carmichael, Interim Director, Orange County Great Park, provided a brief update on construction and forward planning, which included a status update on the Wildlife Corridor.

BOARDMEMBER REPORTS

There were no Boardmember reports.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

1. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded Vice Chairwoman Fox, and unanimously carried by those members present (Directors Lalloway and Schott absent) to approve Consent Calendar Item Nos. 1.1 and 1.2.

1.1 MINUTES

ACTION:

- 1) Approved the minutes of a special meeting of the Orange County Great Park Board held on November 28, 2017.
- 2) Approved the minutes of a special meeting of the Orange County Great Park Board held on December 11, 2017.

1.2 ORANGE COUNTY GREAT PARK SPORTS PARK SCOREBOARD AND SIGNAGE AGREEMENT

ACTION:

Recommended that the City Council authorize the Mayor to execute the Orange County Great Park Sports Park Scoreboard and Signage Agreement between the City of Irvine and Heritage Fields.

2. BOARD BUSINESS

2.1 ANNUAL ELECTION OF ORANGE COUNTY GREAT PARK CORPORATION BOARD OF DIRECTORS CHAIRMAN/CHAIRWOMAN AND VICE CHAIRMAN/CHAIRWOMAN

Chairman Wagner introduced Pete Carmichael, Interim Director, Orange County Great Park, who opened the floor for nominations for the selection of the Chairman/Chairwoman for the ensuing year.

Vice Chairwoman Fox nominated Chairman Wagner to continue serving as Chairman for the ensuing year.

Noting no additional nominations, Interim Director Carmichael entertained a motion to close the nomination period.

ACTION: Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Directors Lalloway and Schott absent) to close nominations for Chairman/Chairwoman and re-elect Chairman Wagner to continue serving as Chairman for the ensuing year.

Chairman Wagner opened the floor for nominations for the selection of the Vice Chairman/Vice Chairwoman for the ensuing year.

Director Shea nominated Vice Chairwoman Fox to continue serving as Vice Chairwoman for the ensuing year.

ACTION: By consensus of those members present (Directors Lalloway and Schott absent), Chairman Wagner closed the nomination period for Vice Chairman/Vice Chairwoman, and re-elected Vice Chairwoman Fox to continue serving as Vice Chairwoman for the ensuing year.

2.2 CONSIDERATION OF VICE CHAIR FOX'S REQUEST FOR DISCUSSION OF BICYCLE PARKING AT THE GREAT PARK

This item was agendized at the request of Vice Chairwoman Fox, who asked for Board discussion regarding the types of bicycle racks currently in use at the Orange County Great Park (OCGP) and asked for Board consideration to install a different style of bicycle racks.

Board discussion included: discussing challenges with the current bicycle racks; and suggested Commission review to explore other options for bicycle parking at the OCGP.

Lori Hoffman, Community Services Director, noted that the Community Services Commission does not typically review matters related to Great Park amenities and design features.

ACTION: Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Directors Lalloway and Schott absent), to:

ACTION:

Direct staff to forward this item for Transportation Commission review to address bicycle parking and other related transportation matters at the Orange County Great Park and return to the Great Park Board for final approval.

2.3 SENIOR CONSULTANT FOR CULTURAL TERRACE IMPLEMENTATION PLANNING

Pete Carmichael, Interim Director, Orange County Great Park, and Chris Koster, Manager of Great Park Planning & Development, presented the staff report and responded to questions.

Board discussion included: questioning whether existing consultants were required to participate in the Request for Proposals (RFP) process and/or if they could work parallel with each other; and reiterated that the scope of work in the RFP was different from the work that the existing consultants were currently performing.

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Director Lalloway and Director Schott absent), to:

Approve and authorize staff to release a Request for Proposals for Cultural Terrace Implementation Planning Services, substantially in the form attached to the staff report.

PUBLIC COMMENTS

Greg Norman Jr., Greg Norman Company, spoke about incorporating a water sports complex at the Orange County Great Park and the financial benefits to the City.

Teena Spindler, Great Park Gardens Coalition, spoke in support of a botanical garden at the Orange County Great Park, noting that the group was working with the UCLA Landscape Department to create a conceptual plan to present to the Board; and spoke about the potential for a public/private partnership.

Don Croucher, California Fire Museum, invited the Great Park Board of Directors to a fire exhibit as part of an art gallery event hosted by Santa Ana College.

ADJOURNMENT

Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Director Lalloway and Director Schott) to adjourn the regular meeting at 2:45 p.m.

CHAIRMAN

February 27, 2018

DATE

SECRETARY/CLERK OF THE BOARD

2.1



REQUEST FOR BOARD ACTION

MEETING DATE: FEBRUARY 27, 2018

TITLE: BOUNDARY MODIFICATION AND PROPERTY EXCHANGE
BETWEEN HERITAGE FIELDS AND THE CITY OF IRVINE AT
THE ORANGE COUNTY GREAT PARK

Interim Director, Orange County Great Park

City Manager

RECOMMENDED ACTION

1. Recommend the City Council approve and authorize the Mayor to execute a Letter Agreement with Heritage Fields El Toro, LLC for a boundary modification to the Orange County Great Park Improvement Area along the western edge of the Agua Chinon regional drainage facility.
2. Recommend the City Council approve and authorize the Mayor to execute a Letter Agreement and implementing documents between the City and Heritage Fields El Toro, LLC for a land exchange at the Orange County Great Park involving several parcels along the eastern edge of the Agua Chinon regional drainage facility.

EXECUTIVE SUMMARY

In 2010, the City and Heritage Fields El Toro, LLC (Heritage Fields) entered into the Amended and Restated Development Agreement (ARDA). The ARDA provides for Heritage Fields' construction of infrastructure benefitting both parties (Backbone Infrastructure). Among the infrastructure improvements being constructed by Heritage Fields, through its development manager, Five Point Communities (Five Point), is the Agua Chinon Channel and Chinon Road. Due to engineering refinements, the alignment of the Agua Chinon Channel has shifted to the west and it is no longer directly adjacent to Chinon Road as originally designed (Attachment 1). This realignment creates several remnant and inefficient parcels between the road edge and the channel. This westward shift also pushes the channel into the 688-acre Great Park Improvement Area, over portions of the planned golf course (Attachment 2).

Section 9.6 of the ARDA contemplates the adjustment of property boundaries to accommodate roadway design standards, traffic mitigation requirements, and/or refinements in engineering data as it becomes available. Five Point has proposed a

boundary adjustment to accommodate the realignment of the Agua Chinon Channel on the west side, where the channel now runs across the Great Park Improvement Area, and a land exchange on the east side of the channel to consolidate ownership of the remnant parcels. Attachment 1 depicts the parcels to be exchanged, and Attachment 2 depicts the boundary modification.

The boundary adjustment on the west side of the channel would shift 1.5 acres into the Golf Course from the Agua Chinon channel in one location and shift 1.5 acres into the Agua Chinon channel from the Golf Course in another location, keeping the overall acreage constant. Through the exchange on the east side of the channel, 3.7 acres of City property would be conveyed to Heritage Fields and 5.8 acres of Heritage Fields property would be conveyed to the City. The exchange would consolidate City-ownership of the channel, a public facility, and parcels for a future pedestrian and bicycle trail. The exchange would consolidate enough contiguous property under Heritage Fields' ownership for construction of a storm water treatment facility to serve adjacent streets and Great Park Neighborhoods.

A Letter Agreement with Heritage Fields outlining the proposed boundary modification to the Orange County Great Park Improvement Area, in a form similar to previous modifications, is included as Attachment 3. A Letter Agreement and implementing documents between the City and Heritage Fields for a land exchange at the Orange County Great Park are included as Attachment 4. The terms include the conveyances of land, an amendment to the Density Bonus Agreement to reflect the changes in ownership, and the accompanying implementing documentation.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

On December 27, 2010, the City of Irvine and Heritage Fields entered into the Amended and Restated Development Agreement (ARDA). Pursuant to the ARDA, Heritage Fields has the obligation to construct certain facilities, such as roadways, storm drains and utilities (Backbone Infrastructure). The ARDA includes a list of specific Backbone Infrastructure projects, including Chinon Road, which runs along the east side of the Great Park, and the Agua Chinon Channel, a regional drainage facility that runs south from Irvine Boulevard between the east side of the Great Park and west of the Great Park Neighborhoods (see Attachment 1). The channel is engineered to account for projected water flows with requisite width, depth, and alignment.

Due to engineering refinements since the original design, the alignment of the channel has shifted to the west. This has moved the channel into the 688-acre Great Park Improvement Area on the west side and created several remnant parcels between the

Channel and Chinon Road on the east side (see Attachment 1). These parcels are small, inefficient and largely unusable.

Section 9.6 of the ARDA contemplates the potential need for adjustment of property ownership boundaries to facilitate development. The document states that the City and Heritage Fields acknowledge:

“...it may be necessary to adjust the boundaries of the City Property and the Heritage Fields Property to accommodate roadway design standards, traffic mitigation requirements, and/or refinements in engineering data as it becomes available.”

Heritage Fields has proposed an adjustment to the boundary of the Great Park Improvement area where it is impacted by the shift on the west side of the Agua Chinon Channel. This adjustment would transfer 1.5 acres from the Golf Course to the channel and 1.5 acres of the Channel to the Golf Course. Both the Golf Course and the Channel are owned by the City so there would be no transfer of property required. This adjustment is similar to the adjustment approved by the City Council in September 2015 to accommodate design changes at the Sports Park. A Letter Agreement to memorialize this boundary adjustment is included as Attachment 3 to this report.

To address the remnant parcels on the east side of the Channel, created by the shift in its alignment, Heritage Fields has proposed an exchange of property to consolidate ownership of contiguous parcels and enable more efficient use of the property. Per the terms of the exchange, 5.8 acres would be conveyed from Heritage Fields to the City and 3.7 acres would be conveyed from the City to Heritage Fields as illustrated in Attachment 1. A portion of the property to be transferred to the City is subject to further remediation by the Department of the Navy and is therefore under a lease to Heritage Fields known as a Lease in Furtherance of Conveyance (LIFOC). The property would transfer to the City as a sublease until it is conveyed by the Navy, expected within the next three to five years. The transfer to the City would consolidate public ownership of public facilities. All of the property within the new channel alignment, a publicly owned drainage facility, would be under City ownership, as would property adjacent to Chinon Road, site of a future bicycle and pedestrian path. The transfer of property to Heritage Fields would consolidate enough contiguous property for construction of a storm water treatment facility to serve adjacent portions of the Great Park Neighborhoods and nearby streets.

To effect the property exchange, a Letter Agreement has been drafted to detail the conveyances, including the corresponding implementation documents (Attachment 3). Except as necessary to reflect the change in ownership of the parcels, nothing in the Letter Agreement is intended to modify, limit or amend any other agreement between the City and Heritage Fields. The Implementing documentation attached to the Letter Agreement includes:

- Termination of the Density Bonus Agreement on City Acquisition Parcels: The Density Bonus Agreement (DBA) between the City and Heritage Fields, requires Heritage Fields to restrict a specified number of residential units for affordable housing purposes, in exchange for the City permitting Heritage Fields to develop a greater number of residential units than it otherwise could develop under the City's zoning ordinance. This document releases the land parcels transferred to the City from the DBA agreement.
- Grant Deeds: Included are Grant Deeds providing for conveyance of Heritage Fields property to City and City property to Heritage Fields. Pursuant to the terms of the Letter Agreement, if the exchange is approved by the City Council, the Grant Deeds are to be recorded within five days of execution.
- Lease in Furtherance of Conveyance (LIFOC) Sublease to the City. Heritage Fields and the City will execute a sub-lease for 0.834 acres of land, which remains subject to the Department of Navy's environmental remediation activities at the former base. When complete, the Navy will deed the property to the City.

ALTERNATIVES CONSIDERED

The Board could choose not to recommend the land exchange as proposed in the Letter Agreement or direct staff to seek alternative parcels or terms of exchange.

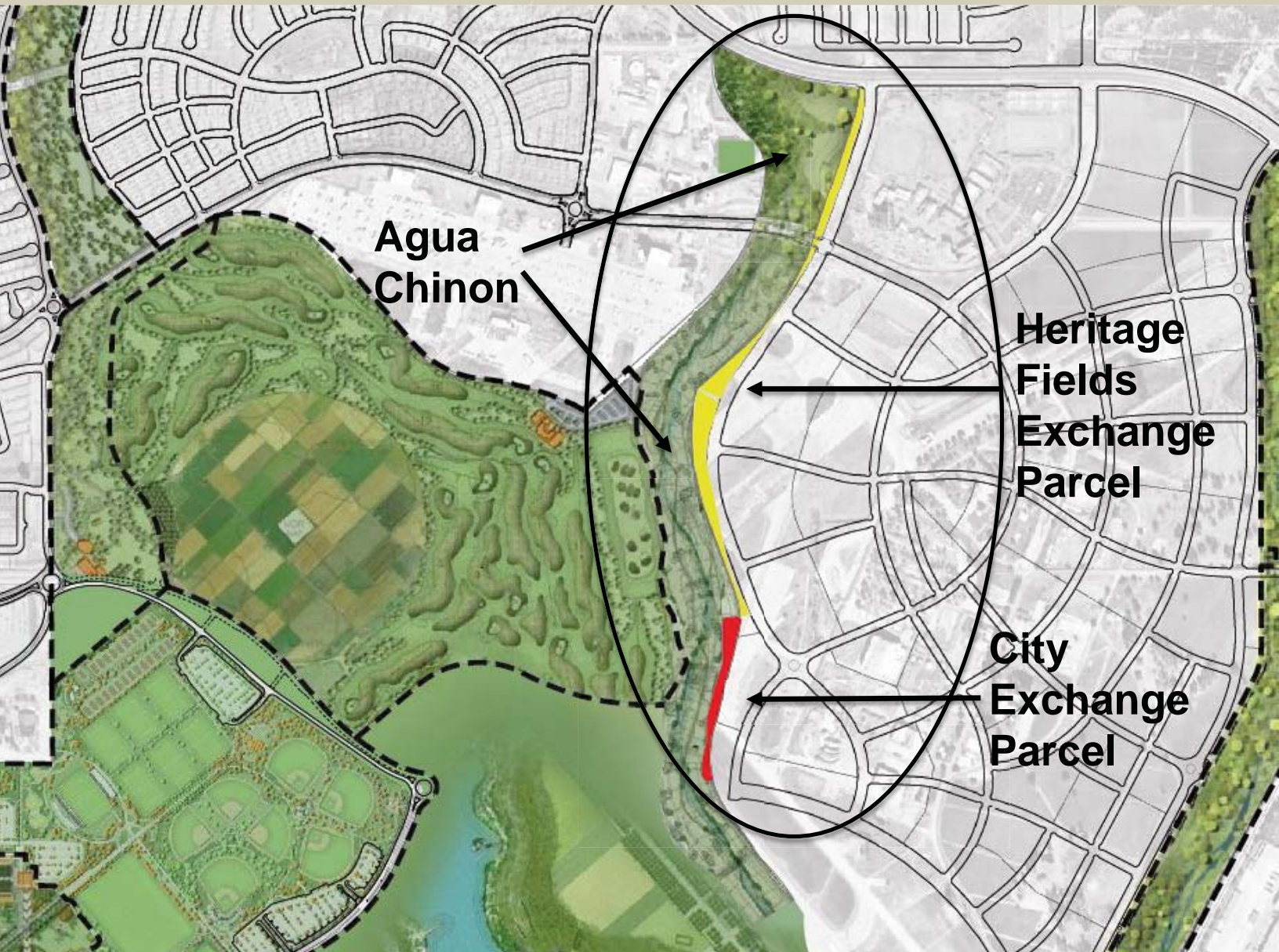
FINANCIAL IMPACT

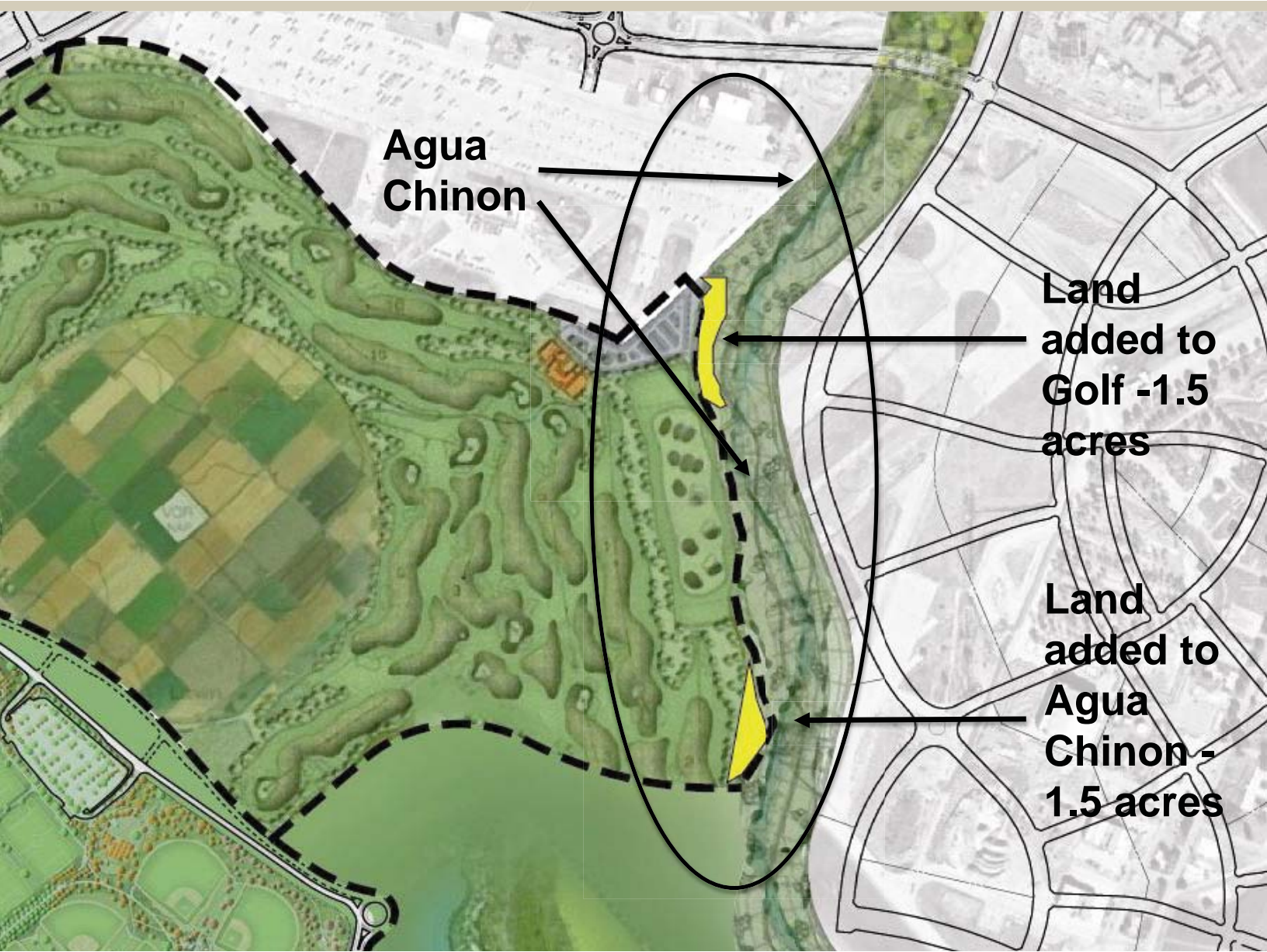
The intent of the exchange is to clean up and consolidate remnant parcels and memorialize a boundary adjustment to accommodate a change to a major drainage facility. Although the City gains 2.2 acres through the exchange, there is little to no financial impact, as the property will be dedicated for use as a portion of a public drainage facility and an off-street trail. The City will have maintenance responsibility for these property facilities regardless of the exchange.

REPORT PREPARED BY Steve Torelli, Management Analyst I

ATTACHMENTS

1. Land exchange exhibit map
2. Boundary modification exhibit map
3. Letter Agreement between Heritage Fields and the City for the Agua Chinon boundary modification
4. Letter Agreement between Heritage Fields and the City for the Agua Chinon Land Exchange





**Agua
Chinon**

**Land
added to
Golf -1.5
acres**

**Land
added to
Agua
Chinon -
1.5 acres**



February 27, 2018

Heritage Fields El Toro, LLC
c/o Jennifer Bohen
Five Point Communities Management, Inc.
25 Enterprise, Suite 300
Aliso Viejo, CA 92656

Subject: Boundary Adjustment Letter Agreement (“Letter Agreement”) Revising OCGP Improvement Area Pursuant to Second Agreement with City of Irvine as Adjacent Landowner

Dear Ms. Bohen:

The City of Irvine, a California charter city (“City”), and Heritage Fields El Toro, LLC, a Delaware limited liability company (“Heritage Fields”), are parties to that certain Second Agreement With City of Irvine as Adjacent Landowner, dated November 26, 2013 (the “Second ALA”). City and Heritage Fields may each be referred to herein as a “Party” and jointly as the “Parties.” All defined terms not otherwise defined herein shall have the meanings set forth in the Second ALA.

The boundaries of the 688 acre OCGP Improvement Area were established with the approval of the Second ALA. The original boundaries of the OCGP Improvement Area are depicted on the original Exhibit A to the Second ALA, a copy of which is attached to this Letter Agreement as Exhibit 1. Pursuant to that certain letter agreement between the City and Heritage Fields dated November 9, 2016 (the “11/9/16 Letter Agreement”), the Parties modified the boundaries of the OCGP Improvement Area, as depicted on the modified Exhibit A to the Second ALA, a copy of which is attached to this Letter Agreement as Exhibit 2.

The Parties have now determined that revising the boundaries of the OCGP Improvement Area in the manner depicted on Exhibit 3 to this Letter Agreement will facilitate the optimal development of the OCGP Improvement Area and Agua Chinon. As such, the City and Heritage Fields agree that the boundaries of the OCGP Improvement Area, as used and referred to in the Second ALA, are hereby modified and that the boundaries are now as depicted in the attached Exhibit 3.

Each of Exhibit 1, Exhibit 2, and Exhibit 3 to this Letter Agreement is incorporated herein by this reference. Except as specifically provided by the express terms of this Letter Agreement,

ATTACHMENT 3

nothing in this Letter Agreement shall in any way modify or otherwise alter the terms and conditions of the Second ALA, or any other agreement between the Parties hereto.

Sincerely,

Donald P. Wagner, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: 
City Attorney

[signatures continued on next page]

ACKNOWLEDGED AND AGREED TO ON BEHALF OF HERITAGE FIELDS

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP,
a Delaware limited partnership
Its: Sole Member

By: _____

Print Name: _____

Print Title: _____

EXHIBIT 1

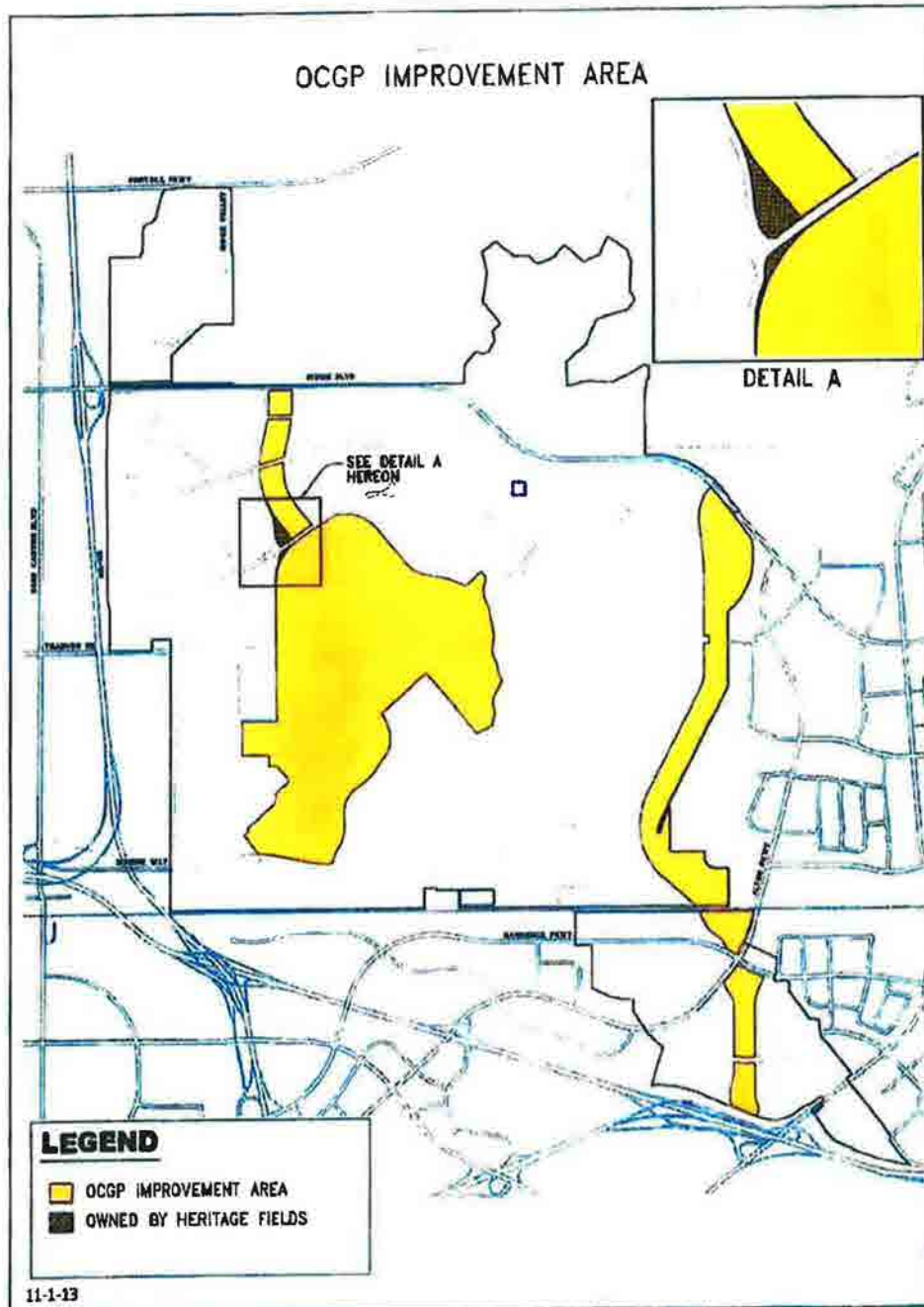
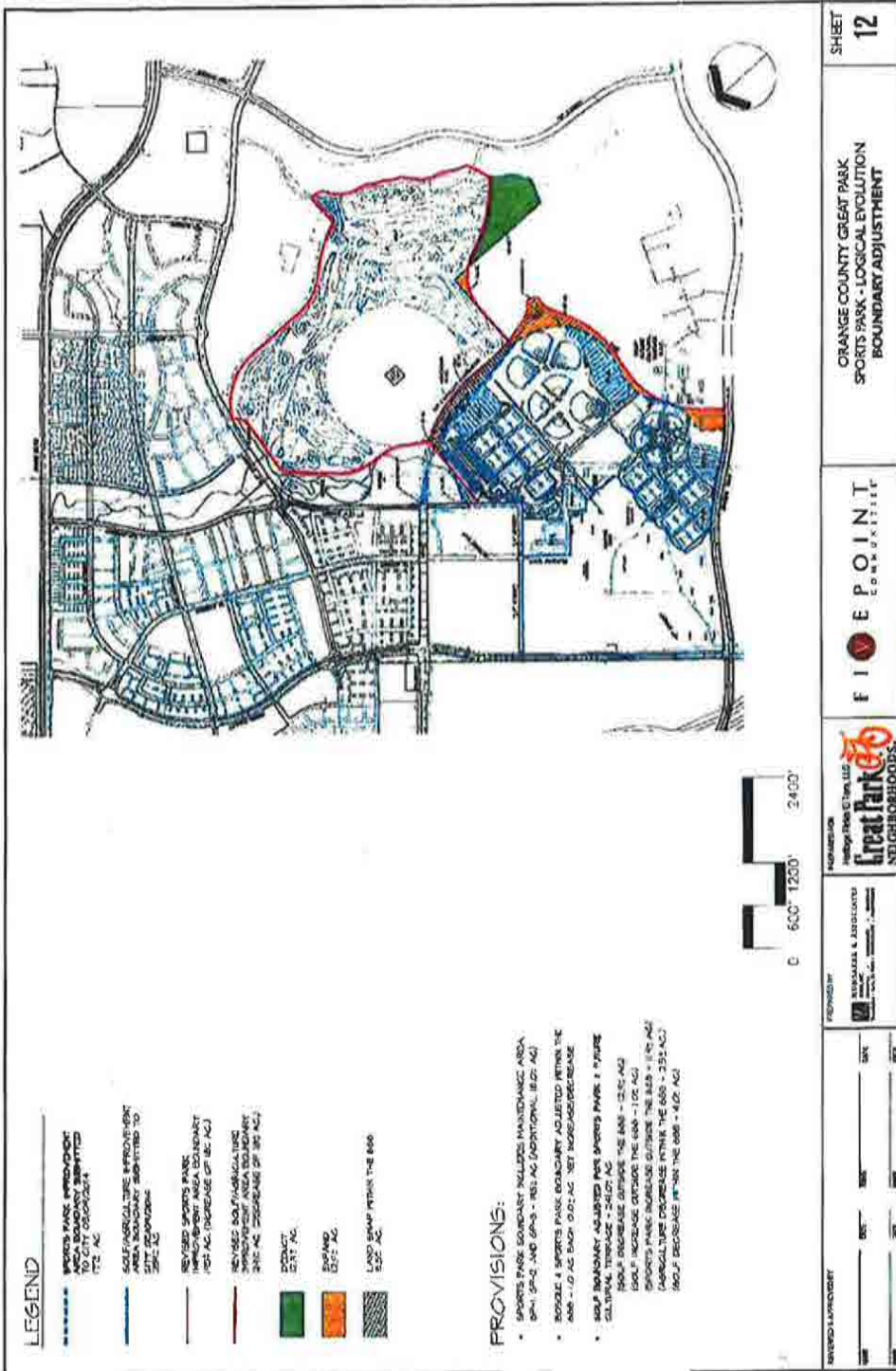


EXHIBIT 2



LEGEND

- SPORTS PARK IMPROVEMENT AREA BOUNDARY SUBMITTED BY CITY COUNCIL 1/12/10
- SELF/AGRICULTURE IMPROVEMENT AREA BOUNDARY SUBMITTED TO CITY COUNCIL
- REVISED SPORTS PARK IMPROVEMENT AREA BOUNDARY 1/25/10 (DECREASE OF 30 AC)
- 1951/52 SUB/AGRICULTURE IMPROVEMENT AREA BOUNDARY 3/18/10 (DECREASE OF 30 AC)
- CITY 1/10
- 1951/52 1/10
- LAND SWAMP WITHIN THE 600' 1/10

PROVISIONS:

- SPORTS PARK BOUNDARY ADJUSTED WITHIN THE 600' 1/10 (DECREASE OF 30 AC) (ADDITIONAL 180' AC)
- 1951/52 SUB/AGRICULTURE IMPROVEMENT AREA BOUNDARY ADJUSTED WITHIN THE 600' 1/10 (DECREASE OF 30 AC) (ADDITIONAL 180' AC)
- SELF BOUNDARY ADJUSTED WITHIN THE 600' 1/10 (DECREASE OF 30 AC) (ADDITIONAL 180' AC)
- 1951/52 BOUNDARY ADJUSTED WITHIN THE 600' 1/10 (DECREASE OF 30 AC) (ADDITIONAL 180' AC)
- AGRICULTURE IMPROVEMENT WITHIN THE 600' 1/10 (DECREASE OF 30 AC) (ADDITIONAL 180' AC)

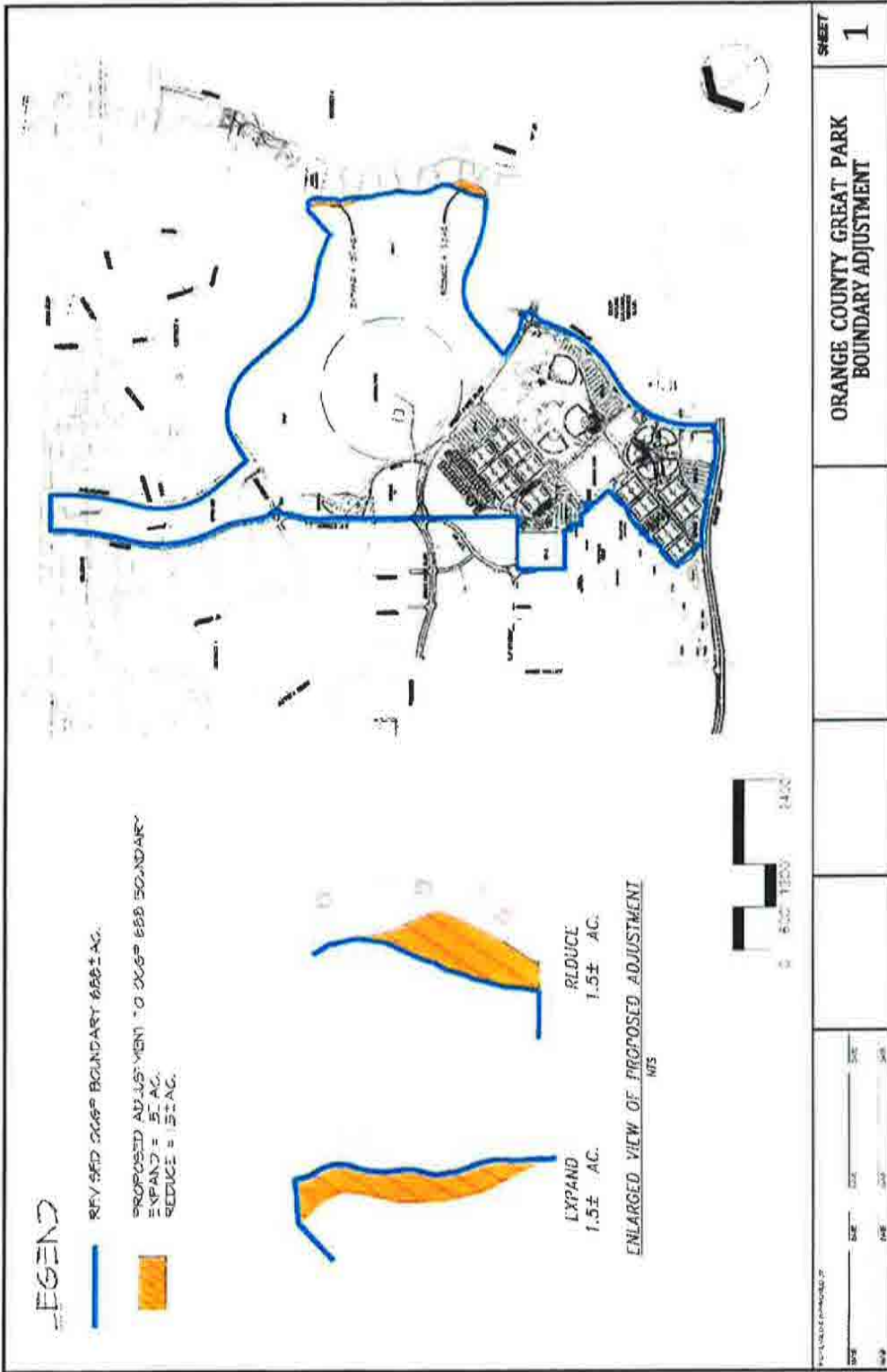


FIVE POINT COMMUNITIES

ORANGE COUNTY GREAT PARK
 SPORTS PARK - LOGICAL EVOLUTION
 BOUNDARY ADJUSTMENT

SHEET **12**

EXHIBIT 3



HERITAGE FIELDS EL TORO, LLC

December 4, 2017

City of Irvine
P.O. Box 19575
Irvine, CA 92623-9575
Attn: Mr. Sean Joyce, City Manager

**RE: MODIFICATIONS TO PROPERTY BOUNDARIES - AGUA CHINON
AND GPN DISTRICT 5**

Mr. Joyce:

Reference is made to the Amended and Restated Development Agreement (as amended, the “**ARDA**”), between Heritage Fields El Toro, LLC, a Delaware limited liability company (“**HFET**”), the City of Irvine, a California charter city (“**City**”) and Irvine Redevelopment Agency, a redevelopment agency formed pursuant to Health and Safety Code sections 33000 *et seq.*, recorded December 27, 2010 as Instrument No. 2010000700065 in the Official Records of the Orange County Recorder’s Office (“**Official Records**”). HFET and City are referred to jointly in this letter as the “**Parties.**”

Section 9.6 of the ARDA provides it may be necessary to adjust the boundaries of the City Property and the Heritage Fields Property to accommodate roadway design standards, traffic mitigation requirements, and/or refinements in engineering data as it becomes available, and that HFET and City shall cooperate with each other, and promptly perform such acts and execute such documents as necessary to effectuate such adjustments.

The ARDA contemplates, among other things, the construction of backbone improvements Agua Chinon and Chinon Road (collectively, the “**Improvements**”). In preparing the plans for the Improvements it has become apparent that constructing Agua Chinon and Chinon Road coincident with each other will benefit both HFET and City by consolidating unusable remnant parcels. To accommodate the coincident alignment of the Improvements and consolidate unusable remnant parcels, HFET and the City have agreed in principle that HFET will convey to City in fee the land identified as “Lot I (Per Tr. No. 17880)” (“**Lot I**”) and “Lot J (Per Tr. No. 17880)” (“**Lot J**”) and “Parcel I-20” (“**Parcel I-20**”), all as depicted on attached **Exhibit A** (collectively, the “**City Acquisition Parcels**”), and the City will convey to HFET in fee the land identified as “Parcel H-20” as depicted on attached **Exhibit A** (“**HFET Acquisition Parcel**”).

The City and HFET are also parties to other agreements, such as the Density Bonus Agreement, dated August 11, 2009, recorded in the Official Records on September 9, 2009, as Instrument No. 2009000482561, as amended by the First Amendment to Density Bonus Agreement, dated September 13, 2011, and recorded in the Official Records on November 16, 2011, as Instrument No. 2011000584018, and by the Second Amendment to Density Bonus Agreement, dated December 10, 2013, and recorded in the Official Records on February 6, 2014,

as Instrument No. 2014000048890 (as amended, the “DBA”), which the Parties desire to further amend to appropriately reflect the property to be burdened by the DBA

Accordingly, HFET and City agree as follows:

1. Conveyance of Parcels. To effectuate the conveyance of the City Acquisition Parcels to City, and the conveyance of the HFET Acquisition Parcel to HFET, within five (5) business days after the execution of this letter by the Parties:

1.1. Fee Conveyance to City. HFET and City will execute and deliver to First American Title Company (“FATCO”) a Grant Deed in the form attached to this letter as **Exhibit B-1** (“Grant Deed to City”);

1.2. LIFO Sublease to City. HFET and City will execute and deliver to each other a Sublease in the form attached to this letter as **Exhibit B-2**; and

1.3. Fee Conveyance to HFET. City will execute and deliver to FATCO a Grant Deed in the form attached to this letter as **Exhibit C** (“Grant Deed to HFET”).

2. Termination of Density Bonus Agreement on City Acquisition Parcels. To effectuate the termination and release of the City Acquisition Parcels from the DBA, within five (5) business days after the execution of this letter by the Parties, HFET and City will execute and deliver to FATCO a Termination and Release from Density Bonus Agreement (the “Termination of DBA”) in the form attached to this letter as **Exhibit D**.

3. Recordation of Documents. Within five (5) business days following delivery to FATCO of the documents listed in Sections 1 and 2 above, pursuant to the title instruction letter attached to this letter as **Exhibit E**, counsel for HFET and City will jointly instruct FATCO to record in the Official Records of Orange County, California (“Official Records”) the following documents in the following order: (a) Termination of DBA; (b) Grant Deed to HFET; and (c) Grant Deed to City.

4. Modification to Boundary Map. The Parties agree to seek and obtain a modification to the existing boundary map of City of Irvine Community Facilities District No. 2013-13 to reflect the modification to property boundaries resulting from the exchange of parcels contemplated by this letter.

5. Modification to Environmental Insurance Policy. The Parties agree to coordinate as necessary to modify the existing Pollution Legal Liability Cleanup Costs Cap Insurance Policy, effective July 12, 2005, provided by American Insurance Specialty Lines, to reflect the modification to property boundaries resulting from the exchange of parcels contemplated by this letter.

6. Zoning. The swap effects a minor boundary change to the Orange County Great Park plan area. However, the precise boundaries of the area as shown on the zoning map have always been approximate. Accordingly, following the swap, the land conveyed to HFET by this

letter will be considered 8.1 zoning and the land conveyed to City by this letter will be considered to be within the 1.9 zoning category. There is no need to amend the zoning maps because the property line alteration is too small scale to be reflected in the existing adopted maps.

7. Transfer Taxes and Recording Fees. HFET shall pay all recording fees payable in connection with the transfer of the City Acquisition Parcels and the HFET Acquisition Parcel, and HFET shall pay all transfer taxes payable in connection with the transfer of the HFET Acquisition Parcel based upon a value of \$1,108,460.

8. Effect of This Agreement. Except as necessary to reflect the change in ownership of the City Acquisition Parcels and the HFET Acquisition Parcel contemplated by this letter, and the related classification of the City Acquisition Parcels as "City Property" (as that term is used in the ARDA), and the HFET Acquisition Parcel as "Heritage Fields Property," (as that term is used in the ARDA) and as "Developer Property" (as that term is defined in the Amended and Restated Master Implementation Agreement, dated December 27, 2010 ("ARMIA")), nothing in this Agreement is intended to limit, modify or amend the terms and conditions of the ARDA, the ARMIA, the Agreement With City of Irvine as Adjacent Landowner, dated September 13, 2011, the Second Agreement With City of Irvine as Adjacent Landowner, dated November 26, 2013, or any other agreement contemplated by any of such agreements. Instead, this letter is designed to facilitate implementation of the obligations of the parties under such agreements.

[signatures appear on next page]

Date: _____

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP,
a Delaware limited partnership
Its: Sole Member

By: 
Name: Shawn Doehring
Title: Vice President

THE ABOVE TERMS AND PROVISIONS ARE HEREBY ACKNOWLEDGED, ACCEPTED
AND AGREED UPON.

Date: _____

CITY OF IRVINE

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

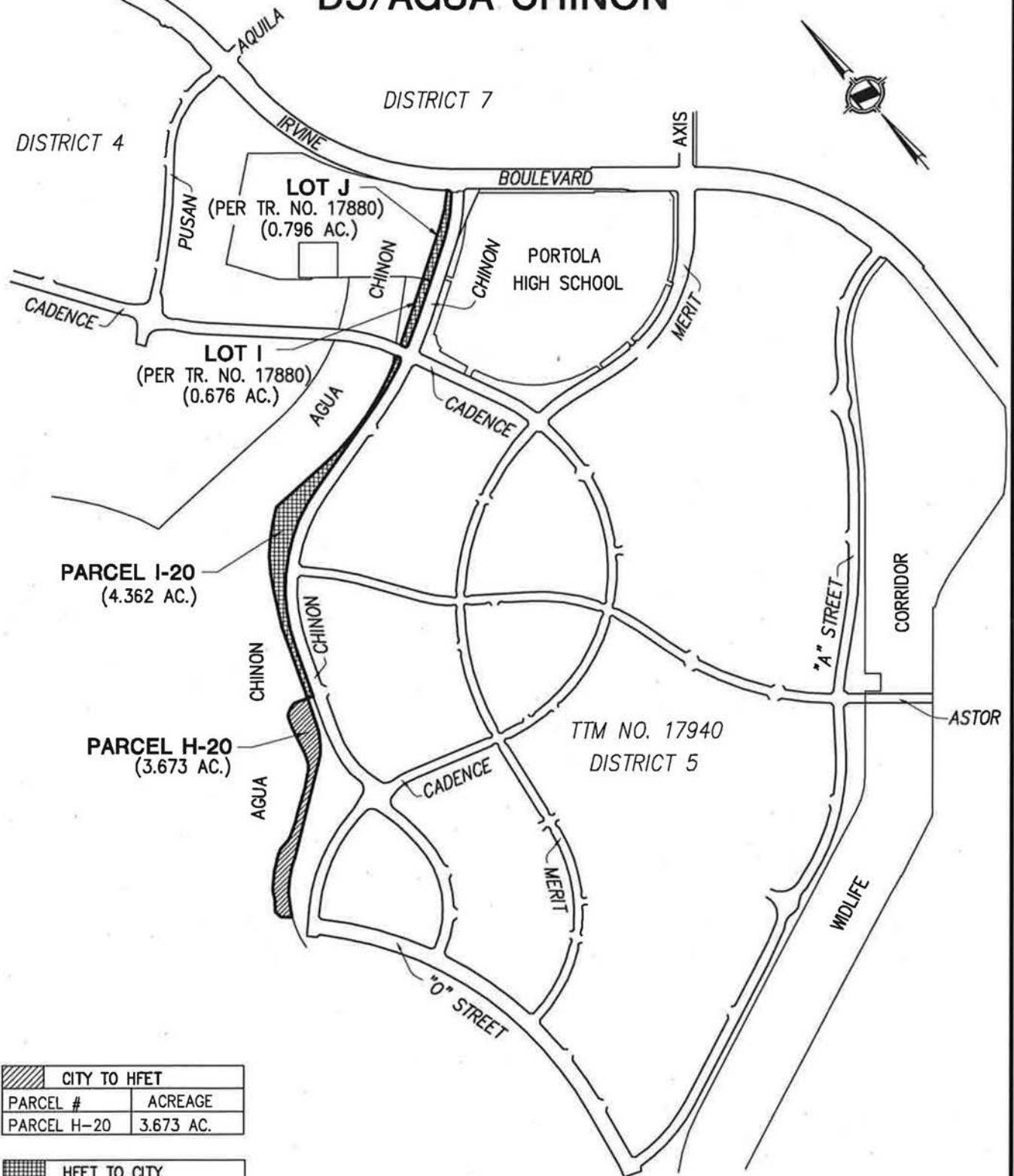
City Attorney

EXHIBIT "A"

DEPICTION OF EXCHANGE PARCELS

[see attached]

LAND EXCHANGE EXHIBIT D5/AGUA CHINON



CITY TO HFET	
PARCEL #	ACREAGE
PARCEL H-20	3.673 AC.

HFET TO CITY	
PARCEL #	ACREAGE
PARCEL I-20	4.362 AC.
LOT I	0.676 AC.
LOT J	0.796 AC.
TOTAL	5.834 AC.

PREPARED BY:

HUNSAKER & ASSOCIATES
 IRVINE, INC.
 PLANNING • ENGINEERING • SURVEYING
 Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759
 DATE: JUNE 26, 2017 SHEET 1 OF 1

EXHIBIT "B-1"

GRANT DEED FROM HFET TO CITY

[see attached]

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attn: Development Engineering

(Space Above Line for Recorder's Use)

Free recording Requested per Government Code Section 6103

In accordance with Section 11922 of the California Revenue and Taxation Code, transfer of the property to the City of Irvine is exempt from the payment of a documentary transfer tax.

GRANT DEED

(GPN District 5 Exchange Parcels: HFET to City)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("Grantor"), hereby grants to the CITY OF IRVINE, a California charter city ("Grantee"), that certain real property (the "Property") located in the City of Irvine, County of Orange, State of California, described in the legal description attached hereto as Exhibit "A" and the depiction attached hereto as Exhibit "B", each incorporated herein by this reference.

TOGETHER WITH all buildings, facilities, roadways, rail lines, and other infrastructure, including those MCAS El Toro storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property, with the exception of Buildings 416, 627 and 628 and the electrical, natural gas, telephone, and water utility distribution systems located on or within Buildings 416, 627 and 628; all hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto, except insofar as any such rights belong or are related to Buildings 416, 627 and 628 and any utility distribution systems located thereon; and all rights to minerals, gas, oil, and water.

GRANTEE HEREBY COVENANTS AND AGREES, for itself and on behalf of its successors and assigns as to the portion of the Property covered by the applicable Quitclaim Deed described below, that it shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in the following: (a) that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471, dated July 12, 2005, from the United States of America, acting by and through the Department of the Navy ("United States"), to Heritage Fields LLC, a Delaware limited liability company, Grantor's predecessor-

in-interest, recorded on July 12, 2005 as Instrument No. 2005000536290 in the Official Records of Orange County, California, or (b) that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471, dated March 22, 2006, from the United States to Heritage Fields LLC, a Delaware limited liability company, Grantor's predecessor-in-interest, recorded on April 14, 2006 as Instrument No. 2006000249561 in the Official Records of Orange County, California (as applicable, the "Government Quitclaim").

GRANTOR HEREBY ASSIGNS TO GRANTEE, all rights, title and interests in and to all covenants, representations and warranties made by the United States in favor of Grantor in the Government Quitclaim, to the fullest extent such covenants, representations and warranties are assignable and apply to the portion of the Property covered by the applicable Government Quitclaim.

Subject to all matters of record and all matters that would be disclosed by an inspection and survey of the Property.

Dated: _____, 2018.

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP,
a Delaware limited partnership
Its: Sole Member

By: _____

Print Name: _____

Print Title: _____

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 _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed (GPN District 5 Exchange Parcels), dated _____, 2018, from Heritage Fields El Toro, LLC, a Delaware limited liability company, to the City of Irvine, a California charter city, is hereby accepted by the undersigned City Engineer on behalf of the City Council of the City of Irvine pursuant to authority conferred by Ordinance No. 83-4 of such City Council adopted on the 12th day of April, 1983, and revised by Ordinance No. 92-19 adopted on the 27th day of October, 1992, and the City consents to recordation thereof by its duly authorized officer.

James Houlihan, City Engineer
City of Irvine

Date

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 _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I-20

For the purposes of this description of Parcel I-20 the centerline of "CHINON" is described as follows:

That portion of Parcel 2 in the City of Irvine, County of Orange, State of California, as described in a Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records, also being those portions of Lots 275 and 276, Block 154 and Lots 281 and 282, Block 155 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, both in the office of the County Recorder of said county described as follows:

Commencing at the well monument with 2-1/4" brass cap stamped "LS 8639" marking the northeasterly terminus of that certain course shown along the centerline of Chinon on the map of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the office of the County of Recorder of said county, said course shown on said map as "N59°07'23"E 586.47'"; thence along said centerline of Chinon the following two (2) courses:

- 1) South 59°07'23" West 586.47 feet to a curve concave northwesterly having a radius of 2500.00 feet and
- 2) southwesterly 331.74 feet along said curve through a central angle of 7°36'11" to a point on the Boundary of said Tract No. 17880 said point referred to hereon as **Point A**;

thence southwesterly 386.20 feet along the continuation of said curve through a central angle of 8°51'04"; thence South 75°34'38" West 711.08 feet to a curve concave southeasterly having a radius of 1200.00 feet; thence southwesterly 1150.03 feet along said curve through a central angle of 54°54'35"; thence South 20°40'03" West 630.10 feet to a curve concave easterly having a radius of 1180.00 feet; thence southerly 496.83 feet along said curve through a central angle of 24°07'27"; thence South 3°27'24" East 547.76 feet to a curve concave northwesterly having a radius of 700.00

Revised July 11, 2017
April 7, 2017
WO No. 1855-692X
Page 1 of 3
H&A Legal No. 9052
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "A"

LEGAL DESCRIPTION

feet; thence southwesterly 846.79 feet along said curve through a central angle of 69°18'40"; thence South 65°51'16" West 65.40 feet to the **Point of Terminus**.

Parcel I-20 (continued)

That portion of Parcel 2 in the City of Irvine, County of Orange, State of California, as described in a Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records, also being those portions of Lots 275 and 276, Block 154 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, both in the office of the County Recorder of said county lying northerly and northwesterly of a line parallel with and distant 46.00 feet northerly and north of the herein described centerline of Chinon, lying southwesterly of the southwesterly line of Cadence and shown on said Tract No. 17880, lying southeasterly of the southeasterly line of Parcel G-1A of Exhibit "G-1-II" as described in a Grant Deed recorded July 12, 2005 as Instrument No. 2005000538137 of said Official Records, as shown on the map of Record of Survey No. 2011-1042, filed in Book 254, Pages 21 through 36, inclusive, of Records of Survey in said office of the County Recorder, lying southeasterly of the southeasterly line of Parcel I-2 as described in a Grant Deed recorded November 15, 2011 as Instrument No. 2011000580797 of said Official Records, lying southeasterly of the northwesterly line of Parcel H-3 as described in a Grant Deed recorded November 15, 2011 as Instrument No. 2011000580796 of said Official Records and lying northeasterly of a line that bears South 69°19'57" East and passes through a point distant southwesterly 373.95 feet from the northerly terminus of the course described as "South 20°40'03" West 630.10 feet" along the herein described centerline of Chinon.

Excepting therefrom that portion of said Parcel 2 described as follows:

Commencing at the above described **Point A**; thence along said Boundary of Tract No. 17880, radial to the centerline of Chinon, North 23°16'26" W 46.00 feet to a point on a curve, concave northwesterly and having a radius of 2454.00 feet, said curve being concentric with and 46.00 feet northwesterly from herein described centerline of Chinon, a radial line through said point bears

Revised July 11, 2017

April 7, 2017

WO No. 1855-692X

Page 2 of 3

H&A Legal No. 9052

By: J. Kinnie

Checked By: R. Wheeler

EXHIBIT "A"

LEGAL DESCRIPTION

South 23°16'26" East, said point being the **True Point of Beginning**; thence southwesterly 44.50 feet along said curve through a central angle of 1°02'20" to a point of cusp with a curve, concave northwesterly and having a radius of 160.00 feet; a radial line through said point of cusp bears South 22°14'06" East; thence northeasterly 23.06 feet along said curve through a central angle of 8°15'24" to a reverse curve concave southeasterly having a radius of 171.00 feet; thence northeasterly 21.54 feet along said curve through a central angle of 7°13'04" to a point on said Boundary of Tract No. 17880; thence along said Boundary of Tract No. 17880, radial to said curve South 23°16'26" East 3.00 feet to the **True Point of Beginning**.

Containing an area of 4.362 acres, more or less.


Lot I

In the City of Irvine, County of Orange, State of California, being Lot I of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said county.

Containing an area of 29,434 square feet, more or less.

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

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



Jason R. Kinnie, L.S. No. 7090
Date: 07-11-2017

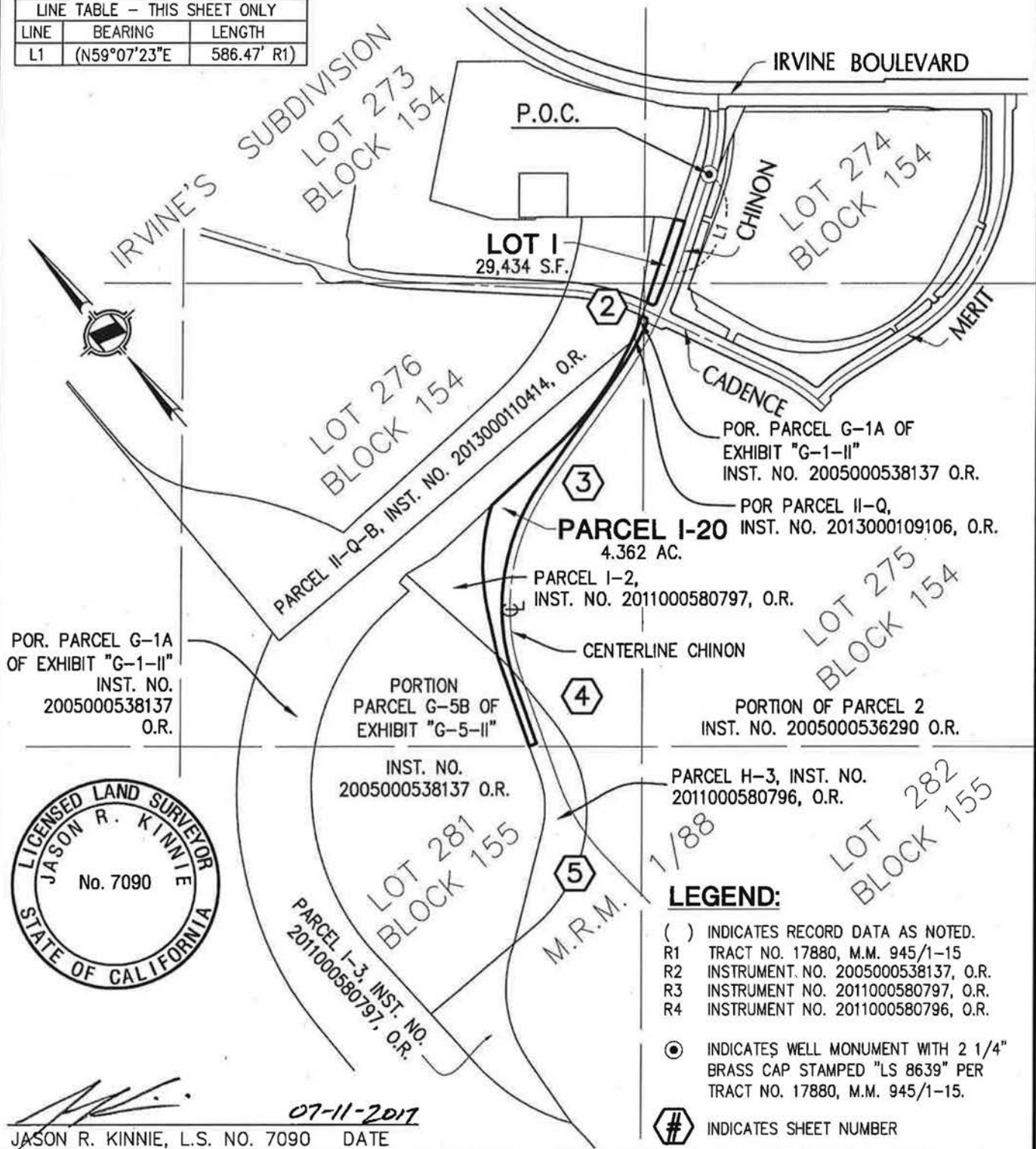


Revised July 11, 2017
April 7, 2017
WO No. 1855-692X
Page 3 of 3
H&A Legal No. 9052
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description

LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	(N59°07'23"E	586.47' R1)



[Signature]
 07-11-2017
 JASON R. KINNIE, L.S. NO. 7090 DATE

HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 4/10/17	REV. DATE: 6/28/17	DWG: K. VO	CK'd By: J. KINNIE
I:\HeritageFields\LD\9052-D5-HFET to COI\SHT01.dwg		SCALE: 1"=800'	W.O. 1855-692X
H&A LEGAL No. 9052		SHEET 1 OF 6	

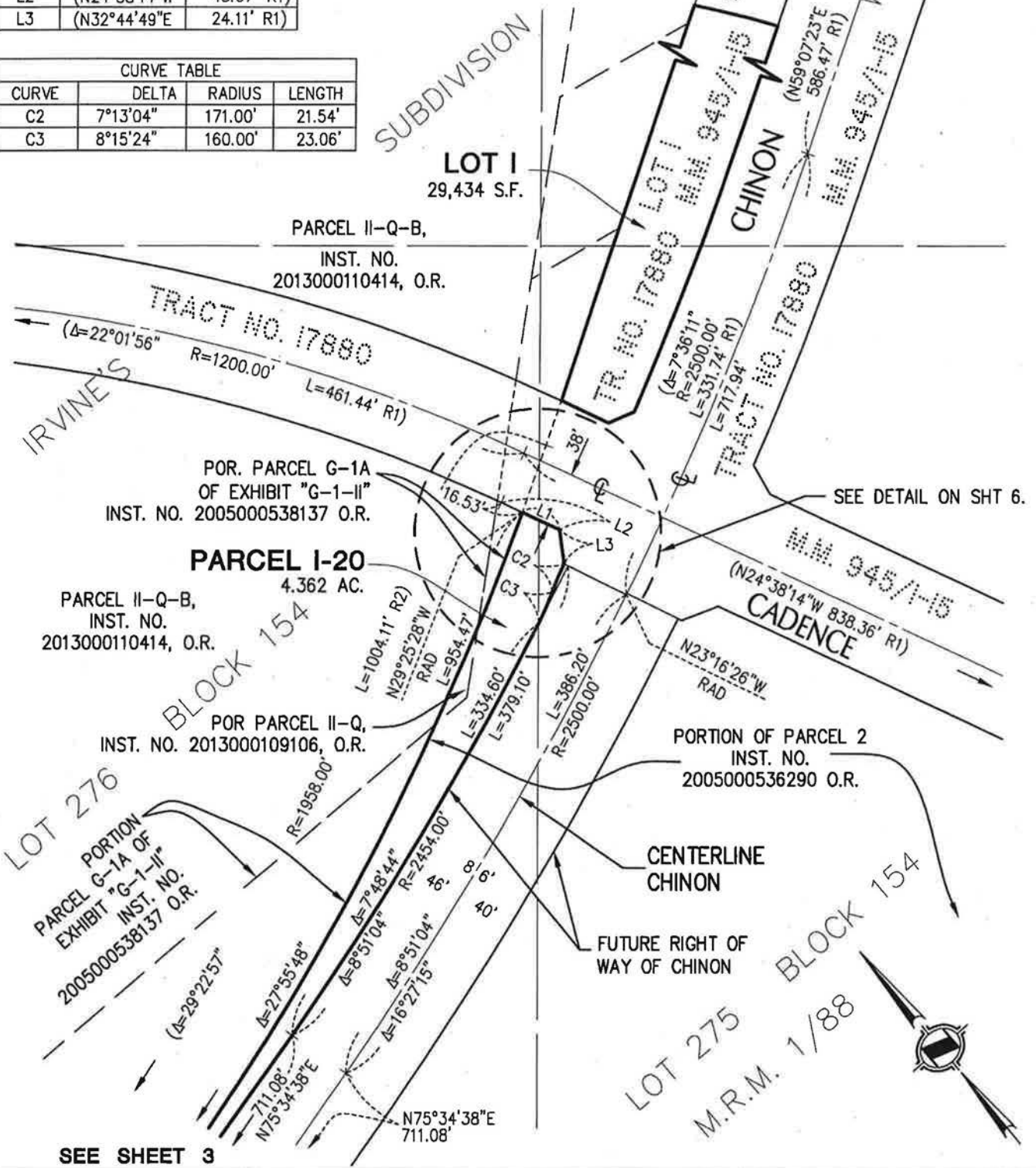
LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N24°38'14"W	28.54'
L2	(N24°38'14"W	45.07' R1)
L3	(N32°44'49"E	24.11' R1)

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	7°13'04"	171.00'	21.54'
C3	8°15'24"	160.00'	23.06'

EXHIBIT "B"

Sketch to Accompany Legal Description

P.O.C.



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

EXHIBIT "B"
 CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 6/28/17	DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=100'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET to COI\SHT02.dwg				H&A LEGAL No. 9052	SHEET 2 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description



IRVINE'S SUBDIVISION

SEE SHEET 2

PARCEL II-Q-B,
INST. NO. 2013000110414, O.R.

POR. PARCEL G-1A OF EXHIBIT "G-1-II"
INST. NO. 2005000538137 O.R.

CENTERLINE
CHINON

FUTURE RIGHT OF
WAY OF CHINON

PORTION OF PARCEL 2
INST. NO.
2005000536290 O.R.

PARCEL I-20
4.362 AC.

PARCEL I-2,
INST. NO.
2011000580797, O.R.

LOT 276
BLOCK 154
M.R.M. 1/88

BLOCK 154
LOT 275

SEE SHEET 4



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

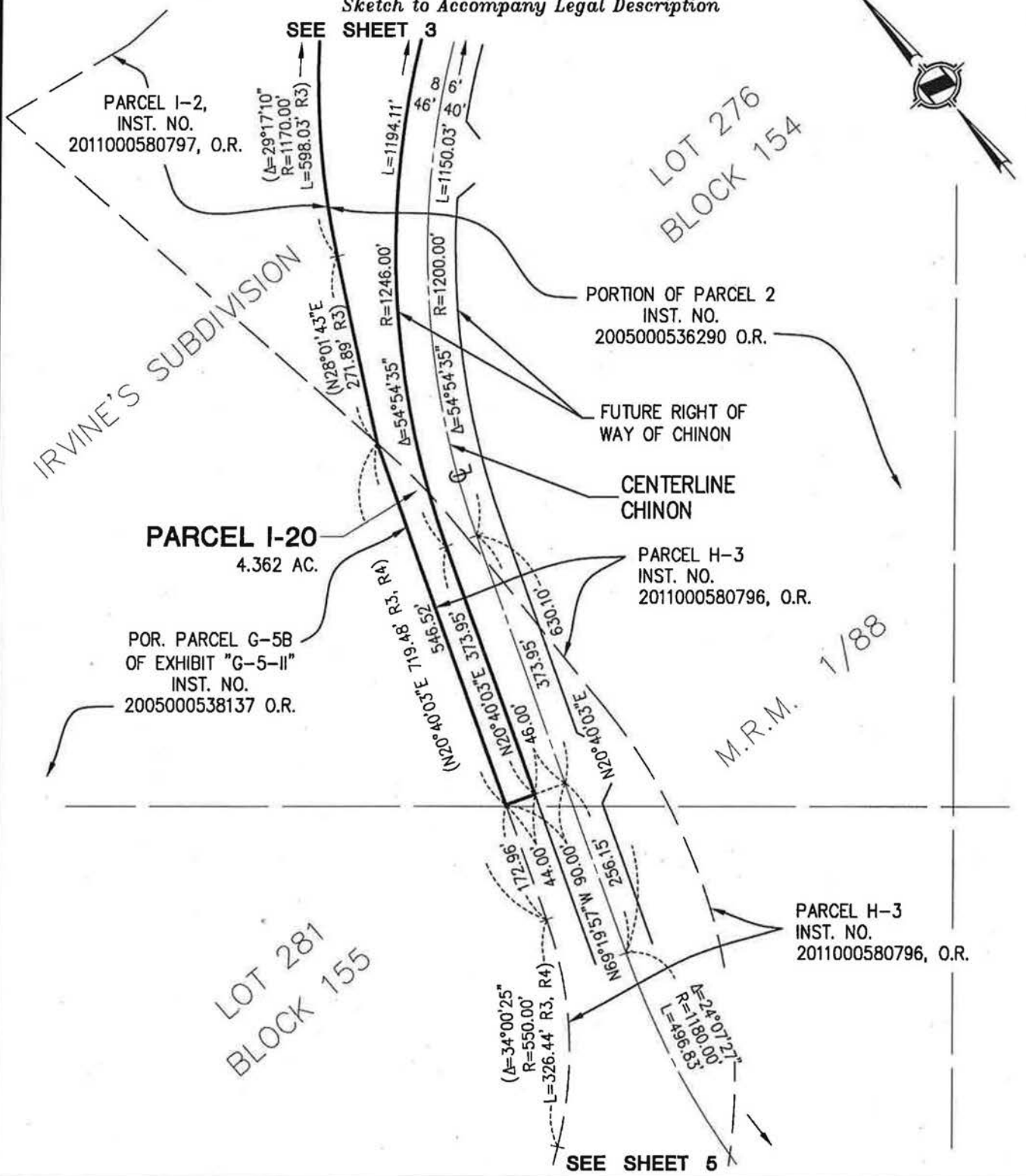
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 5/18/17	DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET to COI\SHT03.dwg				H&A LEGAL No. 9052	SHEET 3 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description



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 PLANNING ■ ENGINEERING ■ SURVEYING
 Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

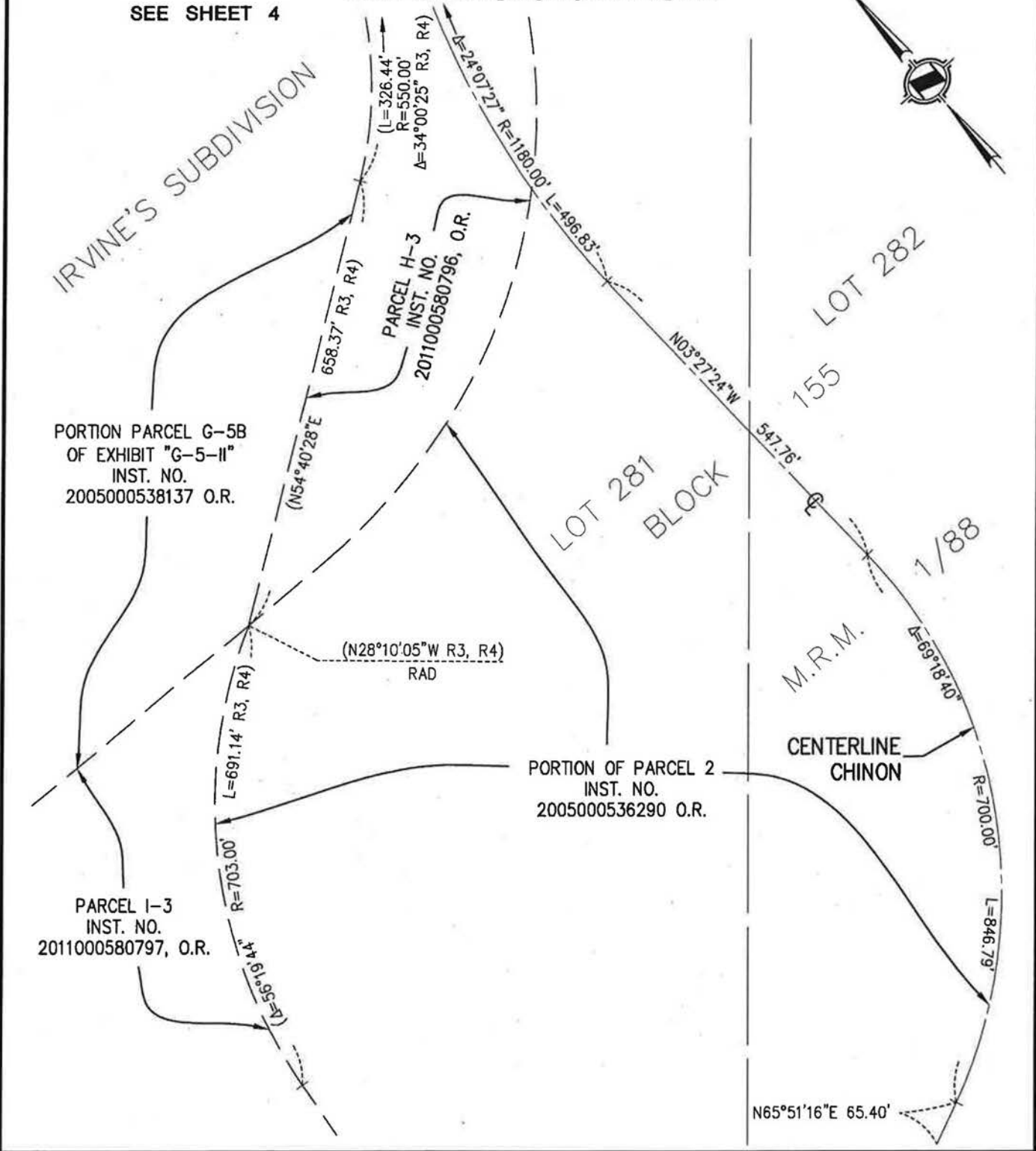
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 5/18/17	.DWG: K. VO	CR'D By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET to COI\SHT04.dwg				H&A LEGAL No. 9052	SHEET 4 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description

SEE SHEET 4



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

EXHIBIT "B"
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 5/12/17	DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET to COI\SHT05.dwg				H&A LEGAL No. 9052	SHEET 5 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description



POR. PARCEL G-1A
OF EXHIBIT "G-1-II"
INST. NO.
2005000538137 O.R.

PARCEL I-20
4.362 AC.

DETAIL
N.T.S.

TRACT NO. 17880
CADENCE

CHINON

M.M. 945/1-15

T.P.O.B.
EXCEPTION

POINT A

CENTERLINE
CHINON

FUTURE RIGHT OF
WAY OF CHINON

LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N24°38'14"W	28.54'
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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
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C3	8°15'24"	160.00'	23.06'



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

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 5/12/17	REV. DATE: 5/18/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: N.T.S.	W.O. 1855-692X
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I:\HeritageFields\LD\9052-D5-HFET to COI\SHT06.dwg H&A LEGAL No. 9052 SHEET 6 OF 6

EXHIBIT "B-2"

SUBLEASE FROM HFET TO CITY

[see attached]

SUBLEASE
(Portion of LIFO Parcel II-D)

This SUBLEASE (Portion of LIFO Parcel II-D) ("Sublease") is entered into as of _____, 2018, by and between the CITY OF IRVINE, a California charter city ("City"), and HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("HF").

RECITALS

A. In accordance with prior decisions to close and dispose of the former Marine Corps. Air Station - El Toro ("El Toro"), the United States Department of the Navy ("DON") completed its auction of a substantial portion of El Toro and, on July 12, 2005, closed escrow and transferred that portion of El Toro, partially by deed and partially by lease, to Heritage Fields LLC, a Delaware limited liability company (predecessor in interest to HF) (such portions of El Toro transferred by DON to HF are hereinafter collectively referred to as the "Base Property"). Certain portions of the Base Property were leased to HF by the DON, rather than conveyed to HF by grant and/or quitclaim deed, because further environmental remediation on or beneath the leased portions of the Base Property was required. In this regard, DON leased those portions of the Base Property, including the "Subleased Property" (defined below), to HF pursuant to a written lease entitled "Lease in Furtherance of Conveyance between the United States of America and Heritage Fields LLC, a Delaware Limited Liability Company for MCAS El Toro Parcel 2," dated July 12, 2005 (the "LIFO"). A Memorandum of Lease providing record notice of the LIFO was recorded as Instrument No. 2005000536291 in the Official Records of Orange County, California on July 12, 2005.

B. The City, HF and the Irvine Redevelopment Agency, a redevelopment agency formed pursuant to Health and Safety Code sections 33000 *et seq.* (the "Agency"), are parties to that certain Amended and Restated Development Agreement, dated December 27, 2010, recorded in the Official Records of Orange County, California on December 27, 2010 as Instrument No. 2010000700065 (as updated, confirmed and clarified by the "Letter Agreements" [as that term is defined below], the "ARDA"). The City and HF are also parties to that certain Amended and Restated Master Implementation Agreement, dated December 27, 2010 (as updated, confirmed and clarified by the Letter Agreements, the "ARMIA"). Certain terms of the ARDA and ARMIA have been updated, confirmed and clarified pursuant to (i) that certain letter agreement executed by City and HF, dated December 27, 2010 RE: AMENDED AND RESTATED MASTER IMPLEMENTATION AGREEMENT AND AMENDED AND RESTATED DEVELOPMENT AGREEMENT, and (ii) that certain second letter agreement executed by City and HF, dated December 27, 2010, RE: CONFIRMATION AND CLARIFICATION OF CERTAIN PROVISIONS UNDER AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND AMENDED AND RESTATED MASTER IMPLEMENTATION AGREEMENT IN VIEW OF EVENTS OCCURRING SINCE ORIGINAL APPROVAL OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND AMENDED AND RESTATED MASTER IMPLEMENTATION AGREEMENT (collectively, the "Letter Agreements").

C. City and HF are also parties to that certain letter agreement, dated December 4, 2017, RE: MODIFICATIONS TO PROPERTY BOUNDARIES - AGUA CHINON AND GPN DISTRICT 5 (the "Agua Chinon / D5 Exchange Letter Agreement"). Pursuant to Section 1.2 of the Agua Chinon / D5 Exchange Letter Agreement the parties are to enter into this Sublease.

D. Pursuant to the Agua Chinon / D5 Exchange Letter Agreement, the City has agreed to convey to HF land identified therein as "Parcel H-20," and HF has agreed to convey to City land identified therein as "Lot I (Per Tr. No. 17880)" ("Lot I") and "Lot J (Per Tr. No. 17880)" ("Lot J") and "Parcel I-20" ("Parcel I-20"). The City owns fee title to Parcel H-20, HF owns fee title to Lot I and Parcel I-20, and the DON owns fee title to Lot J. Pursuant to the LIFOC, HF holds a leasehold interest over Lot J which is more precisely described on Exhibit "A" attached to this Sublease ("Subleased Property").

E. Pursuant to Section 1 of the Agua Chinon / D5 Exchange Letter Agreement, HF is required to: (i) execute and deliver to the City a Grant Deed (the "HF Grant Deed") conveying fee interest in Lot I and Parcel I-20; and (ii) enter into this Sublease. Concurrently with the execution and delivery of this Sublease, HF will execute and deliver to the City the HF Grant Deed.

F. Pursuant to the terms of the LIFOC, HF may sublease the Subleased Property, but may not assign its interest in the Subleased Property or any other leased portion of the Base Property covered by the LIFOC, without the prior written consent of DON. DON has not provided its written consent to an assignment of the Subleased Property to the City. For this reason, HF and the City desire to enter into this Sublease to immediately transfer possession of the Subleased Property to the City pending HF receiving fee title to the Subleased Property and conveying the Subleased Property to the City. The parties hereto intend to use the HF Grant Deed, this Sublease, and the subsequent deed of the Subleased Property from HF to the City, as the agreed means of satisfying and fully discharging the requirements for conveyance of Lot I and Parcel I-20 and Subleased Property to the City as required by the Agua Chinon / D5 Exchange Letter Agreement.

EXECUTORY AGREEMENTS

NOW, THEREFORE, based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HF and the City hereby agree as follows:

1. Sublease

1.1 HF, as sublessor, hereby subleases to the City, as sublessee, and the City hereby subleases from HF, on the terms and conditions set forth in this Sublease, the Subleased Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. This Sublease shall be effective as of the date the HF Grant Deed is recorded (the "Effective Date").

1.2 HF subleases to the City all of HF's rights, benefits and obligations under the LIFOC with respect to the Subleased Property. By executing this Sublease, the City assumes and agrees to perform all obligations and duties of HF under the LIFOC with respect to the Subleased Property.

1.3 City and City's contractors, subcontractors, consultants, employees, agents, and representatives shall comply with all applicable laws, statutes, ordinances, rules, regulations, permits, decrees, orders, judgments, injunctions or rulings of any federal, state or local government with jurisdiction over the Subleased Property, any court of competent jurisdiction, or any other governmental agency with jurisdiction over the Subleased Property, now or hereafter enacted, promulgated or entered, and all applicable agreements, requirements and obligations relating to or affecting the Subleased Property, each as amended from time to time (collectively, "Laws and Agreements"). City further agrees to (i) immediately notify HF of any material breach or violation of any such Laws and

Agreements, (ii) coordinate with HF with respect to all matters requiring the joint action of HF and City in a manner reasonably acceptable to HF, and (iii) take all further actions and execute such further documents as necessary to comply with applicable requirements and obligations of such Laws and Agreements.

1.4 City acknowledges that it has been advised of the following plans and: (a) will not interfere with, and alterations made to the Subleased Property will be consistent with, the rights and obligations of the various parties set forth in Planning Areas 30 & 51 Great Park / Great Park Neighborhoods Sub Area Master Plan, dated March 2009 (as amended September, 2011), and (b) will comply with the obligations and practices set forth in the current applicable Water Quality Management Plan, both as applicable to the Subleased Property. The Subleased Property is the subject of a Storm Water Pollution Prevention Plan ("HF SWPPP"). City represents that it is party to a separate Storm Water Pollution Prevention Plan ("City SWPPP") that covers property adjacent to the Subleased Property. City and HF agree to take commercially reasonable steps to amend the HF SWPPP and City SWPPP so that the Subleased Property is covered by the City SWPPP and removed from the HF SWPPP. At all times the City agrees to comply with the Storm Water Pollution Prevention Plan that then governs the Subleased Property.

2. Term, Termination and Easement Reservation

2.1 The term ("Term") of this Sublease shall commence as of the Effective Date and shall terminate upon the conveyance of all of the Subleased Property by DON to HF, and the conveyance of all of the Subleased Property by HF to City pursuant to a grant deed substantially in the form of the HF Grant Deed.

2.2 The City acknowledges that this Sublease is subject to early termination as a result of the termination of the LIFOC by action of DON and in accordance with Section 14 of the LIFOC. HF shall not, prior to conveying fee title to the Subleased Property to the City, exercise any right it may have to terminate the LIFOC as to the Subleased Property, including the right contained in Section 14.2 of the LIFOC, without the prior express written consent of the City.

2.3 If fee title to all or any portion of the Subleased Property is conveyed by DON to HF, then thereafter such conveyed Subleased Property shall no longer be governed by this Sublease but, instead, shall be (a) conveyed to the City pursuant to a grant deed substantially in the form of the HF Grant Deed, and (b) upon such conveyance, automatically removed from the definition of "Subleased Property" hereunder. Thereafter, all references in this Sublease to the "Subleased Property" shall not include such conveyed Subleased Property.

3. Condition of Property; Use; Utilities.

3.1 Without limiting any environmental remediation obligations of the DON with respect to the Subleased Property, City acknowledges, understands and agrees that City accepts possession of the Subleased Property on the Effective Date "AS IS, WHERE IS, WITH ALL FAULTS"; that HF shall not be required to construct or install any tenant improvements or other improvements, alterations, additions or fixtures in, on or about the Subleased Property or any part thereof, at any time during the Term of this Sublease; that the construction and/ or installation of any and all such improvements or other improvements, alterations, additions and/or fixtures in, on or about the Subleased Property (or any part thereof) at any time following the Effective Date shall be the sole and exclusive cost, expense and responsibility of the City and otherwise strictly in accordance with the

provisions of this Sublease. City hereby expressly waives the benefit of any law, statute, ordinance or regulation which affords City any right to make repairs or replacements at HF's cost or expense or to terminate, cancel, rescind or void this Sublease based on HF's failure to keep or maintain the Subleased Property in good order, condition and repair.

3.2 City has made its own independent inspection and investigation of the Subleased Property and, without limiting any environmental remediation obligations of the DON with respect to the Subleased Property, finds and accepts the Subleased Property as being safe and reasonably suited for its intended uses as authorized in the LIFOC. The City further acknowledges that neither HF nor its members, managers, officers, officials, employees, agents, representatives, contractors, successors and assigns (individually, a "HF-Related Party" and collectively, the "HF- Related Parties") has made any representation or warranty to the City as to the usability generally of the Subleased Property, or as to its fitness for any particular use or activity. HF hereby expressly advises the City, if City elects to use any structures or other improvements on the Subleased Property, to inspect such structures and improvements to determine that they are in compliance with all applicable Laws and Agreements and that they are safe for their intended purpose, and to make such repairs as are necessary to bring such structures and improvements into compliance with all Laws and Agreements and make them safe for their intended purpose before they are used. The City acknowledges that all such inspections and repairs shall be undertaken at City's sole cost and expense.

3.3 City acknowledges and understands that there are no services (such as trash collection) and no utilities currently provided to the Subleased Property. City shall arrange for the delivery of any and all services and utilities deemed reasonably necessary by City for the Subleased Property and shall pay directly the full cost and expense of any and all such services and utilities. No failure of a service or utility shall be, or shall be deemed or considered, a constructive or actual eviction of City. HF shall not be liable or responsible for any claim by City, or any person or entity, arising from or related in any manner to any failure of any such service or utility.

3.4 Until City receives a deed to the Subleased Property, the City's use of the Subleased Property shall be limited by Section 5 of the "Finding of Suitability to Lease" (the "FOSL") attached as Exhibit "C" to the LIFOC, all in accordance with Section 4.1 of the LIFOC. Pursuant to Section 5.1 of the LIFOC, the City expressly acknowledges that any use of hazardous or toxic materials on the Subleased Property, including those of an explosive, flammable or pyrotechnic nature, as provided in 10 U.S.C. § 2692, shall require prior approval of the DON.

4. Sublease incorporates LIFOC.

4.1 All applicable terms and conditions of the LIFOC with respect to the Subleased Property are incorporated into and made a part of this Sublease as if the City was the "Lessee," and the Subleased Property the "Leased Premises," as such terms are defined in the LIFOC. The City assumes and agrees to perform all of the "Lessee" obligations under the LIFOC during the term of this Sublease to the extent that those obligations are applicable to the Subleased Property. The City shall not commit any act or omission that violates any of the provisions of the LIFOC with respect to the Subleased Property. The City shall also require all of its contractors, subcontractors, consultants, employees, agents and representatives to comply with all applicable provisions of the LIFOC with respect to the Subleased Property.

4.2 Notwithstanding the foregoing, and except as set forth in Section 4.3

below, whenever the LIFOC provides that the "Lessee" shall communicate, provide notice or transmit any document or other item to the "Government," the City shall communicate, provide notices and transmit documents and other items to DON through HF, and not directly to DON; and whenever the LIFOC provides that the "Government" shall communicate, provide notice or transmit any document or other item to the "Lessee," the City shall receive any such communication, notice and transmittal of documents and other items from DON through HF, and not directly from DON. HF agrees to assist the City by forwarding to DON any communications, notices or transmittals required to be sent to DON under the LIFOC with respect to the Subleased Property, without change and in a timely manner, and by forwarding to the City any communications, notices or transmittals sent to HF by DON under the LIFOC with respect to the Subleased Property, without change and in a timely manner.

4.3 The City may seek authority from DON to communicate directly with DON regarding matters pertaining to the Subleased Property, rather than through HF. In the event that the DON determines to communicate directly with the City regarding the Subleased Property, rather than requiring all such communications to be undertaken through HF, the City may communicate directly with DON, provided that the City both (i) timely provides HF copies of all written communications between the City and DON, and (ii) timely provides HF a summary of all significant verbal communications between the City and DON.

4.4 In addition to and not by way of limiting paragraph 4.1 above, the City specifically acknowledges and agrees, with respect to the Subleased Property, to abide by the obligations of "Lessee" under Section 18 of the LIFOC with respect to labor, wage and benefit matters.

4.5 City acknowledges and agrees to all of the following:

4.5.1 An "Environmental Baseline Survey" attached as Exhibit B to the LIFOC (the "EBS") was conducted for El Toro that sets forth certain existing environmental conditions of, *inter alia*, the Subleased Property and provides that the DON has entered into a "Federal Facility Agreement" concerning the Subleased Property and other portions of the Base Property. DON has the responsibility to conduct environmental remediation work and activities throughout El Toro, including the Subleased Property, pursuant to the "BRAC Cleanup Plan" and the "IRP" (as such terms are defined and/or described in the LIFOC), and as reflected in the "Record of Decision," the Federal Facility Agreement, the FOSL for the portions of El Toro leased by DON to HF (as "Record of Decision" is defined in the LIFOC), and in any future documentation prepared by DON to reflect environmental remediation activity to be undertaken by DON on one or more portions of El Toro (collectively, "DON Remediation Work"). The City understands, acknowledges and agrees that should any conflict arise between the work or activities to be included under the Federal Facility Agreement as it presently exists or may be amended, or with any DON Remediation Work, on the one hand, and any use, operations, or activities to be conducted on the Subleased Property, as contemplated by this Sublease, on the other, the work or activities to be conducted under the Federal Facility Agreement or the DON Remediation Work shall take precedence. The City further agrees that HF has no liability to City or its contractors, subcontractors, sub-lessees, licensees and/or invitees, including any member of the public (hereafter collectively "Subleased Property Users") should implementation of the Federal Facility Agreement or the conduct of the DON Remediation Work interfere with the City's or any Subleased Property User's use of, or operations or activities within, the Subleased Property. The City shall have no claim on account of any such interference against HF or any HF-Related Party.

The DON, the United States Environmental Protection Agency ("EPA"), and the State of California, and their respective officers, agents, employees, contractors and subcontractors (collectively, the "Governmental Authorities"), have the right, upon reasonable notice to HF, which notice shall be timely provided to the City pursuant to Section 4.2 above, to enter upon the Subleased Property for the purposes enumerated in this Section 4.5 and for such other purposes consistent with implementing the DON Remediation Work:

i. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the DON Remediation Work;

ii. To inspect field activities of the DON and its contractors and subcontractors in implementing the DON Remediation Work;

iii. To construct, operate, maintain or undertake any other response or remedial action as required or necessary to implement the DON Remediation Work, including but not limited to monitoring wells, pumping wells and treatment facilities;

iv. To perform any activities related to the assessment, treatment, removal, and/or remediation of hazardous materials not currently identified as being DON Remediation Work, but which subsequently becomes part of DON Remediation Work.

4.6 The City shall not conduct operations or make any alterations to the Subleased Property that would interfere with or otherwise restrict any DON Remediation Work, including any environmental cleanup, restoration, or testing activities by any of the Governmental Authorities. Completion of these activities shall take priority over the City's use of the Subleased Property in the event of any conflict.

4.7 The City shall have no claim against HF on account of any such entry by any of the Governmental Authorities, nor shall any such entry render HF or any HF-Related Party liable to the City.

4.8 If at any time HF is notified by the DON that any of the City's development, use, operations, or activities on the Subleased Property is in violation of the LIFOC, then the City shall, immediately upon notice from DON or HF, cease and desist from its development, use, operations and/or activities on the Subleased Property, or cure such violation(s) of the LIFOC within the time prescribed in the LIFOC or by DON. HF shall notify City immediately upon receipt of any notification from the DON that the City is in violation of the terms of the LIFOC. In addition to any other obligation of City under this Sublease or the LIFOC, the City shall indemnify, defend (with counsel reasonably acceptable to HF) and hold harmless HF, and each and all of HF-Related Parties from and against any "Claims" or "Liabilities" (as such terms are defined in Section 5 below) that may be asserted or claimed by the DON or any other Governmental Authority arising in any way out of any City development, use, operation, or activity on the Subleased Property that is in violation of the LIFOC.

4.9 The existence on and within the Subleased Property of known asbestos-containing material ("ACM"), lead based paint ("LBP"), or polychlorinated biphenyls ("PCBs") has been disclosed to the City and the City is fully aware of such existence. With respect to the foregoing:

i. HF shall not be responsible for any removal or containment of

ACM, LBP or lead from LBP, or PCBs, or any contaminated soil or water resulting from the same.

ii. ACM or LBP which during the term of this Sublease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of the City's activities under this Sublease, including but not limited to any emergency, shall be abated by the City at its sole cost and expense. The City shall be responsible for monitoring the condition of existing ACM and LBP in buildings on the Subleased Property for deterioration or damage and accomplishing repairs or abatement.

iii. Demolition of any facilities within the Subleased Property containing LBP, or any improvements or repairs that require the removal of LBP must have the prior written approval of the DON. The City shall be responsible for the management of LBP, including surveys, removal, and/or demolition in accordance with applicable federal, state and local laws and regulatory requirements. If the City intends to demolish any facilities within the Subleased Property containing ACM, or to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated into the plans and specifications required under Article 8 of the LIFOC and submitted to the DON through HF. The asbestos disposal plan shall identify the proposed disposal site for the asbestos, or in the event the site has not been identified, shall provide for disposal at a licensed facility authorized to receive it.

4.10 The City has reviewed and is aware of the notifications, obligations, and restrictions contained in the FOSL for the contaminated portion of the Base Property including the Subleased Property, and shall conduct its development, use, operations and all activities on the Subleased Property, and shall require its contractors, subcontractors, consultants, agents, and representatives to conduct their activities on and about the Subleased Property, in strict accordance therewith.

4.11 Pursuant to Section 14.1 of the LIFOC, the DON may terminate the LIFOC upon the occurrence of an event enumerated therein. Notwithstanding anything to the contrary herein, in the event the LIFOC is terminated, this Sublease shall be automatically terminated.

4.12 Subject to the final sentence in this section 4.12, in the event that any "hazardous material," "hazardous chemicals" or "hazardous substance" as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(E)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, any petroleum products, or other substances that may adversely affect human health or the environment is spilled, discharged, released, disposed of or abandoned on or within the Subleased Property (a "Hazardous Release") following the date City is entitled to possession of the Subleased Property, City shall, at City's sole cost and expense, promptly abate, remove and clean up such Hazardous Release in accordance with all procedures established by, and to the complete satisfaction of, DON and all appropriate Governmental Authorities. The City's obligation in this Section 4.12 is independent of its other obligations under this Sublease, including but not limited to the obligation to insure against, and indemnify, hold harmless and defend HF and HF-Related Parties from, such Hazardous Releases. City shall promptly notify HF of, and shall promptly provide HF with, true, correct, complete and legible copies of, any environmental reports or notices relating to the Subleased Property which may be filed or prepared by or on behalf of, or delivered to or served upon City, including but not limited to reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws or this Sublease, all permit applications, permits, monitoring reports,

workplace exposure and community exposure warnings or notices and all correspondence and other documents associated with actual or threatened investigation or enforcement action by any governmental entity or third party. Without limiting any environmental remediation obligations of the DON with respect to the Subleased Property including, without limitation, its obligations concerning any Hazardous Release caused or contributed to by the DON, and notwithstanding anything in this Sublease to the contrary, City shall not be obligated to abate, remove or clean up any Hazardous Release to the extent such Hazardous Release is caused or contributed to by HF.

5. Indemnification and Release

Irrespective of the extent of insurance coverage required by the LIFOC, the City shall indemnify, defend and hold harmless HF and each HF-Related Party from and against any and all actions, suits, claims, demands, judgments, attorneys' fees, costs, damages to person or property, losses, penalties, obligations, expenses, or liabilities of any kind that may be asserted or claimed by any person or entity arising in any way out of the City's activities under this Sublease or breach of this Sublease, the City's use or sublease of the Subleased Property, the City's violation of any permit issued by state and federal agencies and applicable to the Subleased Property, including without limitation a Section 404 Permit from the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification from the California Regional Water Quality Control Board, a Fish and Game Section 1602 Permit from the California Department of Fish and Game, an Irvine Ranch Water District Subarea Master Plan and a National Pollution Discharge Elimination System Permit, or that in any way relates to the existing physical or environmental condition of the Subleased Property (specifically including any residual contamination that may now or in the future exist on the Subleased Property) (herein, "Claims" or "Liabilities"), whether or not there is concurrent passive negligence on the part of HF or any HF-Related Party, but excluding such Claims or Liabilities to the extent they arise from the active negligence or willful misconduct of HF or any HF-Related Party. In connection therewith:

5.1 The City shall defend any action or actions filed in connection with any such Claim or Liability, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith except to the extent such Claims or Liabilities arise from the active negligence or willful misconduct of HF or any HF-Related Party. The City shall promptly pay any final judgment rendered against HF, or any HF-Related Party for any such Claim or Liability except to the extent such Claims or Liabilities arise from the active negligence or willful misconduct of HF, or any HF-Related Party. In the event judgment is entered against the City and HF in part because of the concurrent active negligence or willful misconduct of HF or any HF-Related Party an apportionment of liability to pay such judgment, including attorneys' fees and expert witness fees, shall be made by a court of competent jurisdiction.

5.2 In the event HF or any HF-Related Party is made a party to any action or proceeding filed or prosecuted for any such Claim or Liability arising out of the City's use of the Subleased Property, or arising out of this Sublease, the City shall pay to HF, or such HF-Related Party(ies), any and all reasonable costs and expenses incurred by HF, or such HF-Related Party(ies) in such action or proceeding, together with reasonable attorneys' fees and expert witness fees, except to the extent any Claims or Liabilities arise from the active negligence or willful misconduct of HF, or any HF-Related Party.

5.3 The City agrees that HF, and HF-Related Parties have no liability to any of the Subleased Property Users should any DON Remediation Work or other work undertaken by the DON on one or more portions of the Base Property interfere with the

City's or any Subleased Property User's use of, or operations or activities within, the Subleased Property.

5.4 The City shall have no claim against HF, and/or HF-Related Party on account of any entry onto the Subleased Property by any of the Governmental Authorities, for the purposes of carrying out any of the DON Remediation Work, nor shall any such entry render HF, or any HF- Related Party liable to the City.

5.5 HF and the HF-Related Parties shall each be listed as a separate additional insured party on each and every insurance policy required of the City or any of its contractors or sub-lessees with respect to the Subleased Property.

5.6 Except as otherwise expressly provided in this Sublease, effective as of the Effective Date, City and City's successors in interest, assigns, representatives, attorneys, transferees, employees, affiliates, officers, directors, partners, and administrators, hereby fully and forever release, acquit and discharge HF and the HF-Related Parties from any and all claims, demands, damages, costs, attorneys' fees, losses, rights, and causes of action of *any* character, nature, and kind, whether known or unknown, suspected or unsuspected, matured or contingent, which City now has or hereafter may have against HF and/or the HF-Related Parties by reason of any occurrence, matter, or thing relating to or arising out of any environmental or hazardous material conditions on the Subleased Property.

5.6.1 Except as set forth herein, it is the intention of the parties hereto that the foregoing release shall be effective as a bar to all demands, liens, assignments, contracts, covenants, actions, suits, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, controversies, judgments, orders and liabilities of any character, nature and kind, known or unknown, suspected or unsuspected regarding hazardous material conditions on the Subleased Property. In furtherance of this intention, and with respect to the matters released in the preceding sentence only, City expressly, knowingly and voluntarily waives (except as otherwise expressly provided for in this Sublease) to the fullest extent permitted by law, all provisions, rights and benefits conferred upon them by the provisions of section 1542 of the California Civil Code, which provides as follows:

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

City expressly consents that, with respect to the Subleased Property, this release shall be given full force and effect in acceptance with each and all of its express terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands and causes of action hereinabove specified.

Notwithstanding the foregoing, nothing stated in this Paragraph 5.6 shall (i) release or be deemed to release HF from its executory obligations arising expressly under this Sublease, or (ii) be construed in any way, to apply to, or to limit, any obligations required pursuant to the ARDA, ARMIA or the Agua Chinon / D5 Exchange Letter Agreement. Further, notwithstanding anything in this Paragraph 5.6 to the contrary, HF agrees to use commercially reasonable efforts to cooperate with the City, at no cost to HF, in enforcing any remediation obligations of the DON pursuant to any of the Laws and Agreements or pursuant to any governmental statute, regulation, or order imposing

remediation obligations on the DON with respect to the Subleased Property; provided that in no event shall HF be required to cooperate with City in connection with any litigation involving the DON.

By initialing below, City acknowledges that it has read and understands the nature and effect of the environmental and hazardous material releases given herein and of the waiver of Civil Code Section 1542 and has been advised by legal counsel of the nature and effect of such releases and waiver or has knowingly chosen not to consult legal counsel in this regard:

City
Initials _____

6. Satisfaction of Agua Chinon / D5 Exchange Letter Agreement. HF's performance of its obligation to transfer a fee interest in the Subleased Property to the City pursuant to this Sublease and subsequent grant deed substantially in the form of the HF Grant Deed is deemed to be and shall constitute satisfactory performance by HF of its obligations under Section 1 of the Agua Chinon / D5 Exchange Letter Agreement with respect to the transfer of the Subleased Property to the City.

7. Insurance. City shall procure and, throughout the Term of this Sublease, City shall maintain and keep in full force and effect, at City's sole cost and expense, the following insurance coverages, with commercially acceptable deductibles: (1) a Commercial General Liability policy covering all liability arising out of and in connection with the use of the Subleased Property and all areas appurtenant thereto, which shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Two Million Dollars (\$2,000,000); (2) Workers' Compensation insurance, including Employer's Liability coverage, in compliance with statutory requirements, and a Waiver of Subrogation in favor of HF; (3) Automobile Liability insurance covering all owned and hired automobiles of City, which shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Two Million Dollars (\$2,000,000); and (4) Fire and Casualty insurance covering fire and other property casualty, including without limitation, extended coverage, special extended perils (all-risk coverage), vandalism, malicious mischief, and sprinkler leakage insurance, insuring the Subleased Property and any and all other improvements affixed to the Subleased Property (together with any and all furniture, furnishings, fixtures, equipment, inventory, supplies and other personal property belonging to City and located in, on or about the Subleased Property), in an amount equal to one hundred percent (100%) of the actual replacement value thereof, and shall include a Waiver of Subrogation in favor of HF. Each of the foregoing coverages shall name HF as an additional insured (except for the Workers' Compensation coverage) and shall be primary and non-contributing with any other insurance coverage available to HF. In the event liquor is to be served or sold at any event on the Subleased Property, (i) the Commercial General Liability policy shall include host liquor liability coverage, which shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Ten Million Dollars (\$10,000,000), shall name HF as an additional insured, an shall be primary and non-contributing with any other insurance available to HF, and (ii) the Commercial General Liability policy for the vendor providing or serving any alcohol on the Subleased Property shall include host liquor liability coverage, which shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000), shall name HF as an additional insured, an shall be primary and non-contributing with any other insurance available to HF. All general liability insurance and property damage insurance shall insure performance by City of the indemnity and defense provisions in this Sublease. The Commercial General Liability policy shall be written on an occurrence basis and shall include, at a minimum, bodily injury, property

damage, personal injury, advertising injury and contractual liability. The limits of insurance liability shall not limit City's indemnification obligations under this Sublease. Each insurance policy required hereunder shall be evidenced by a certificate of insurance and Additional Insured Endorsement. If City fails to procure or cause to be procured and maintained, said insurance, HF may, but shall not be required to, procure and maintain same, but at the expense of the City. Insurance required hereunder shall be placed with and issued by companies rated A-; VII or better In "Best's Key Rating Guide", except that in the case of insurance obtained by City, insurance may be obtained through the California Insurance Pool Authority, a multi-agency insurance pool. No policy shall be cancelable or subject to reduction of coverage prior to the end of the Term except after (30) days' prior written notice to HF. Notwithstanding any other provision of this Sublease to the contrary, City shall not be entitled to possession or use of the Subleased Property unless and until Certificate(s) of Insurance evidencing the existence of said insurance are delivered to HF no later than one full business day prior to the commencement of the Term.

8. Miscellaneous

8.1 Notices. All notices, transmittals of documentation and other writings required or permitted to be delivered or transmitted to either of the parties under this Sublease shall be personally served or delivered by reputable overnight courier that provides a written receipt with the time and date of delivery, and addressed as follows:

If to City: City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623
Attention: City Manager

With a copy to: Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: Jeff Melching, Esq.

If to HF: Heritage Fields El Toro, LLC
25 Enterprise, 3rd Floor
Aliso Viejo, CA 92656
Attn: General Counsel

With a copy to: Samuels, Green & Steel, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612
Attn: Loren Deters, Esq.

or such other addresses any party may direct to the other party in writing. All such notices and communications shall be deemed to have been duly given when delivered if personally delivered or delivered by overnight courier.

8.2 Assignment. City shall not transfer, assign, sublet, license, or hypothecate all or any part of this Sublease or City's interest in the Subleased Property (collectively, "Assign" or "Assignment") without HF's prior written consent, which may be withheld in HF's sole discretion. No Assignment, permitted or otherwise, shall relieve City of its covenants and obligations under this Sublease. Any attempted Assignment of this Sublease by City without HF's consent shall be void and of no force or effect. HF's consent

to one Assignment shall not be deemed to constitute consent to any subsequent Assignment by City or any other party.

8.3 No Third Party Beneficiaries. Nothing expressed in this Sublease is intended or shall be construed to give any person, other than the parties hereto and their respective authorized successors and assigns, any legal or equitable right, remedy or claim under or in respect to this Sublease or any of the provisions contained herein. This Sublease and each and every condition and provision hereof are intended to be for the sole and exclusive benefit of HF and the City, and their respective authorized successors and assigns, and for the benefit of no other person or entity.

8.4 Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of California applicable to subleases made and to be performed within the State.

8.5 Waiver; Remedies. No failure on the part of either party hereto to insist upon or demand the strict performance by the other party of any covenant, term, condition or promise of this Sublease, or to exercise any right or remedy as a result of any breach of the Sublease, shall constitute a continuing waiver of any such breach or of any such covenant, term, condition, promise, right or remedy. No waiver of any breach shall in any way affect, alter or modify this Sublease, but each and every covenant, term, condition and promise of this Sublease shall continue in full force and effect. No single or partial exercise of any right, remedy, power or privilege under this Sublease shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege under this Sublease.

8.6 Status of the Parties. Nothing in this Sublease shall be construed to make the parties joint venturers or partners, or to create any relationship of principal and agent, and the parties specifically disavow such relationships.

8.7 Interpretation. This Sublease has been negotiated at arms' length between persons sophisticated and knowledgeable in the matters addressed herein, and both parties have had the opportunity to consult with legal counsel of such party's choosing regarding this Sublease. Accordingly, any rule of law (including California Civil Code § 1654) or legal decision that would require interpretation of this Sublease against the drafter hereof is not applicable and is waived.

8.8 Entire Agreement. This Sublease, in conjunction with the ARDA, ARMIA and Agua Chinon / D5 Exchange Letter Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises warranties or undertakings relating to the subject matter of this Sublease, other than those set forth or referred to herein and in the ARDA, ARMIA and Agua Chinon / D5 Exchange Letter Agreement. City acknowledges that the "City Property" (defined in the ARMIA) over which a "Temporary License" (defined in the ARMIA) is granted to HF pursuant to Section 3.6 of the ARMIA shall include the Subleased Property.

8.9 Warranty of Authority. Each officer of HF and the City affixing his or her signature below thereby warrants and represents that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this Sublease; that his or her respective party has the full legal right, power, capacity and authority to enter into this Sublease and perform all the obligations herein; and that no other approvals or consents are necessary in connection therewith.

8.10 Modifications. Neither this Sublease nor any provision hereof may be changed, waived, discharged or terminated except by a writing signed by the parties.

8.11 Headings. The headings in this Sublease are for convenience of reference only, and shall not limit or otherwise affect the meaning of this Sublease.

8.12 Successors and Assigns. This Sublease shall inure to the benefit of, and be binding up on, HF, the City, and their respective successors and assigns.

8.13 Limitation on HF's Liability. Notwithstanding anything contained in this Sublease to the contrary, the obligations of HF under this Sublease (including any actual or alleged breach or default by HF) do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of HF, and City shall not seek recourse against the individual partners, directors, officers, members or shareholders of HF, or any of their personal assets for satisfaction of any liability with respect to this Sublease. In addition, in consideration of the benefits accruing hereunder to City and notwithstanding anything contained in this Sublease to the contrary but subject to the last sentence in this Section 8.13, City hereby covenants and agrees for itself and all of its successors and assigns that the liability of HF for its obligations under this Sublease (including any liability as a result of any actual or alleged failure, breach or default hereunder by HF), shall be limited solely to, and City's and its successors' and assigns' sole and exclusive remedy shall be against, HF's interest in the Subleased Property, and no other assets of HF. Notwithstanding the foregoing, the limitations on HF's liability described in the foregoing sentence shall not apply to any actual or alleged failure, breach or default by HF under any other agreement between HF and the City including, without limitation, the ARDA, ARMIA and the Agua Chinon / D5 Exchange Letter Agreement, irrespective of whether any such actual or alleged failure, breach or default, any such actions or failures to act, or any such construction work involve or pertain to the Subleased Property, or any portion thereof.

8.14 Exhibits. This Sublease contains the following exhibits, attached hereto and made a part hereof by this reference:

A. Legal Description of Subleased Property

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Sublease as of the date first written above.

CITY OF IRVINE,
a California charter city

By: _____
Sean Joyce
Its: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP,
a Delaware limited partnership
Its: Sole Member

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lot J

In the City of Irvine, County of Orange, State of California, being Lot J of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said county.

Containing an area of 34,693 square feet, more or less.

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

EXHIBIT "C"

GRANT DEED FROM CITY TO HFET

[see attached]

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Heritage Fields El Toro, LLC
25 Enterprise, 3rd Floor
Aliso Viejo, California 92656
Attn: General Counsel

(Space Above Line for Recorder's Use)

GRANT DEED

(Agua Chinon Exchange Parcels: City to HFET)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF IRVINE, a California charter city ("Grantor"), hereby grants to HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("Grantee"), that certain real property (the "Property") located in the City of Irvine, County of Orange, State of California, described in the legal description attached hereto as Exhibit "A" and the depiction attached hereto as Exhibit "B", each incorporated herein by this reference.

TOGETHER WITH all buildings, facilities, roadways, rail lines, and other infrastructure, including those MCAS El Toro storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property, with the exception of Buildings 416, 627 and 628 and the electrical, natural gas, telephone, and water utility distribution systems located on or within Buildings 416, 627 and 628; all hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto, except insofar as any such rights belong or are related to Buildings 416, 627 and 628 and any utility distribution systems located thereon; and all rights to minerals, gas, oil, and water.

GRANTEE HEREBY COVENANTS AND AGREES, for itself and on behalf of its successors and assigns as to all or any portion of the Property, that it shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471, dated July 12, 2005, from the United States of America, acting by and through the Department of the Navy ("United States"), to Heritage Fields LLC, a Delaware limited liability company, Grantee's predecessor-in-interest, recorded on July 12, 2005 as Instrument No. 2005000536290 in the Official Records of Orange County, California (the "Government Quitclaim").

GRANTOR HEREBY ASSIGNS TO GRANTEE, all rights, title and interests in and to all covenants, representations and warranties set forth in the Government Quitclaim and held by Grantor to the fullest extent such covenants, representations and warranties are assignable and apply to the Property.

Subject to all matters of record and all matters that would be disclosed by an inspection and survey of the Property.

Dated: _____, 2018.

“Grantor”

CITY OF IRVINE, a California charter city

By: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

[signatures continued on next page]

“Grantee”

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP,
a Delaware limited partnership
Its: Sole Member

By: _____

Print Name: _____

Print Title: _____

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 _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

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 _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel H-20

For the purposes of this description of Parcel H-20 the centerline of "CHINON" is described as follows:

That portion of Parcel 2 in the City of Irvine, County of Orange, State of California, as described in a Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records, also being those portions of Lots 275 and 276, Block 154 and Lots 281 and 282, Block 155 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, both in the office of the County Recorder of said county described as follows:

Commencing at the well monument with 2-1/4" brass cap stamped "LS 8639" marking the northeasterly terminus of that certain course shown along the centerline of Chinon on the map of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the office of the County of Recorder of said county, said course shown on said map as "N59°07'23"E 586.47''"; thence along said centerline of Chinon the following two (2) courses:

- 1) South 59°07'23" West 586.47 feet to a curve concave northwesterly having a radius of 2500.00 feet and
- 2) southwesterly 331.74 feet along said curve through a central angle of 7°36'11" to a point on the Boundary of said Tract No. 17880;

thence southwesterly 386.20 feet along the continuation of said curve through a central angle of 8°51'04"; thence South 75°34'38" West 711.08 feet to a curve concave southeasterly having a radius of 1200.00 feet; thence southwesterly 1150.03 feet along said curve through a central angle of 54°54'35"; thence South 20°40'03" West 630.10 feet to a curve concave easterly having a radius of 1180.00 feet; thence southerly 496.83 feet along said curve through a central angle of 24°07'27"; thence South 3°27'24" East 547.76 feet to a curve concave northwesterly having a radius of 700.00

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Checked By: R. Wheeler

EXHIBIT "A"

LEGAL DESCRIPTION

feet; thence southwesterly 846.79 feet along said curve through a central angle of 69°18'40"; thence South 65°51'16" West 65.40 feet to the **Point of Terminus**.

Parcel H-20 (continued)

That portion of Parcel 2 in the City of Irvine, County of Orange, State of California, as described in a Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records, also being those portions of Lot 276, Block 154 and Lot 281, Block 155 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, both in the office of the County Recorder of said county described as follows:

Commencing at the well monument with 2-1/4" brass cap stamped "LS 8639" marking the northeasterly terminus of that certain course shown along the centerline of Chinon on the map of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the office of the County of Recorder of said county, said course shown on said map as "N59°07'23"E 586.47"; thence along said centerline of Chinon the following two (2) courses:

- 1) South 59°07'23" West 586.47 feet to a curve concave northwesterly having a radius of 2500.00 feet and
- 2) southwesterly 331.74 feet along said curve through a central angle of 7°36'11" to a point on the Boundary of said Tract No. 17880;

thence along the centerline of Chinon as herein described the following four (4) courses:

- 1) southwesterly 386.20 feet along the continuation of said curve through a central angle of 8°51'04",
- 2) South 75°34'38" West 711.08 feet to a curve concave southeasterly having a radius of 1200.00 feet,

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- 3) southwesterly 1150.03 feet along said curve through a central angle of 54°54'35" and
- 4) South 20°40'03" West 373.95 feet;

thence perpendicular South 69°19'57" East 90.00 feet to a point in the westerly line of Parcel H-3 as described in a Grant Deed recorded November 15, 2011 as Instrument No. 2011000580796 of said Official Records, said point being the **True Point of Beginning**; thence continuing North 69°19'57" West 94.02 feet to a curve concave southerly having a radius of 84.00 feet; thence westerly 9.62 feet along said curve through a central angle of 6°33'38" to a non-tangent curve concave northerly having a radius of 526.00 feet, a radial line to the beginning of said curve bears South 16°13'47" East; thence westerly 37.47 feet along said curve through a central angle of 4°04'53" to a non-tangent curve concave southeasterly having a radius of 94.00 feet, a radial line to the beginning of said curve bears North 12°15'40" West; thence westerly and southwesterly 97.81 feet along said curve through a central angle of 59°37'07"; thence South 18°07'13" West 53.25 feet to a curve concave easterly having a radius of 1420.00 feet; thence southerly 202.48 feet along said curve through a central angle of 8°10'12" to a reverse curve concave westerly having a radius of 90.00 feet; thence southerly 18.51 feet along said curve through a central angle of 11°46'53"; thence South 21°43'54" West 43.28 feet to a curve concave northwesterly having a radius of 130.00 feet; thence southwesterly 66.46 feet along said curve through a central angle of 29°17'36"; thence South 51°01'30" West 133.48 feet to a curve concave northwesterly having a radius of 380.00 feet; thence southwesterly 66.37 feet along said curve through a central angle of 10°00'27"; thence South 61°01'57" West 36.26 feet to a curve concave southeasterly having a radius of 430.00 feet; thence southwesterly 88.04 feet along said curve through a central angle of 11°43'52" to a reverse curve concave northwesterly having a radius of 300.00 feet; thence southwesterly 56.30 feet along said curve through a central angle of 10°45'07"; thence South 60°03'12" West 106.63 feet to a curve concave northerly having a radius of 150.00 feet; thence westerly 79.49 feet along said curve through a central angle of 30°21'47" to a reverse curve concave southerly having a radius of 140.00 feet; thence westerly and southwesterly 83.37 feet along said curve through a central angle of 34°07'06" to a compound curve concave southeasterly having a

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By: J. Kinnie

Checked By: R. Wheeler

EXHIBIT "A"

LEGAL DESCRIPTION

radius of 1020.00 feet; thence southwesterly 249.30 feet along said curve through a central angle of 14°00'13" to a compound curve concave southeasterly having a radius of 80.00 feet; thence southwesterly 24.73 feet along said curve through a central angle of 17°42'35"; thence South 24°35'05" West 37.23 feet to a curve concave northwesterly having a radius of 80.00 feet; thence southwesterly 21.83 feet along said curve through a central angle of 15°38'16"; thence South 40°13'21" West 82.75 feet; thence South 6°20'27" East 55.89 feet to a non-tangent curve concave southwesterly having a radius of 2654.00 feet, a radial line to the beginning of said curve bears North 40°42'33" East; thence southeasterly 81.27 feet along said curve through a central angle of 1°45'16" to a point on the southeasterly line of Parcel I-3 as described in a Grant Deed recorded November 15, 2011 as Instrument No. 2011000580797 of Official Records, in said office of the County Recorder, said point being on a non-tangent curve concave southeasterly having a radius of 703.00 feet, a radial line of said curve to said point bears North 64°56'56" West; thence along said southeasterly line northeasterly 451.29 feet along said curve through a central angle of 36°46'51" to the southwesterly corner of said Parcel H-3; thence along said westerly line the following three (3) courses:

- 1) non-tangent from said curve North 54°40'28" East 658.37 feet to a curve concave northwesterly having a radius of 550.00 feet,
- 2) northeasterly 326.44 feet along said curve through a central angle of 34°00'25" and
- 3) North 20°40'03" East 172.96 feet to the **True Point of Beginning**.


Containing an area of 3.673 acres, more or less.

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

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

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By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "A"
LEGAL DESCRIPTION



Jason R. Kinnie, L.S. No. 7090
Date: 07-11-2017

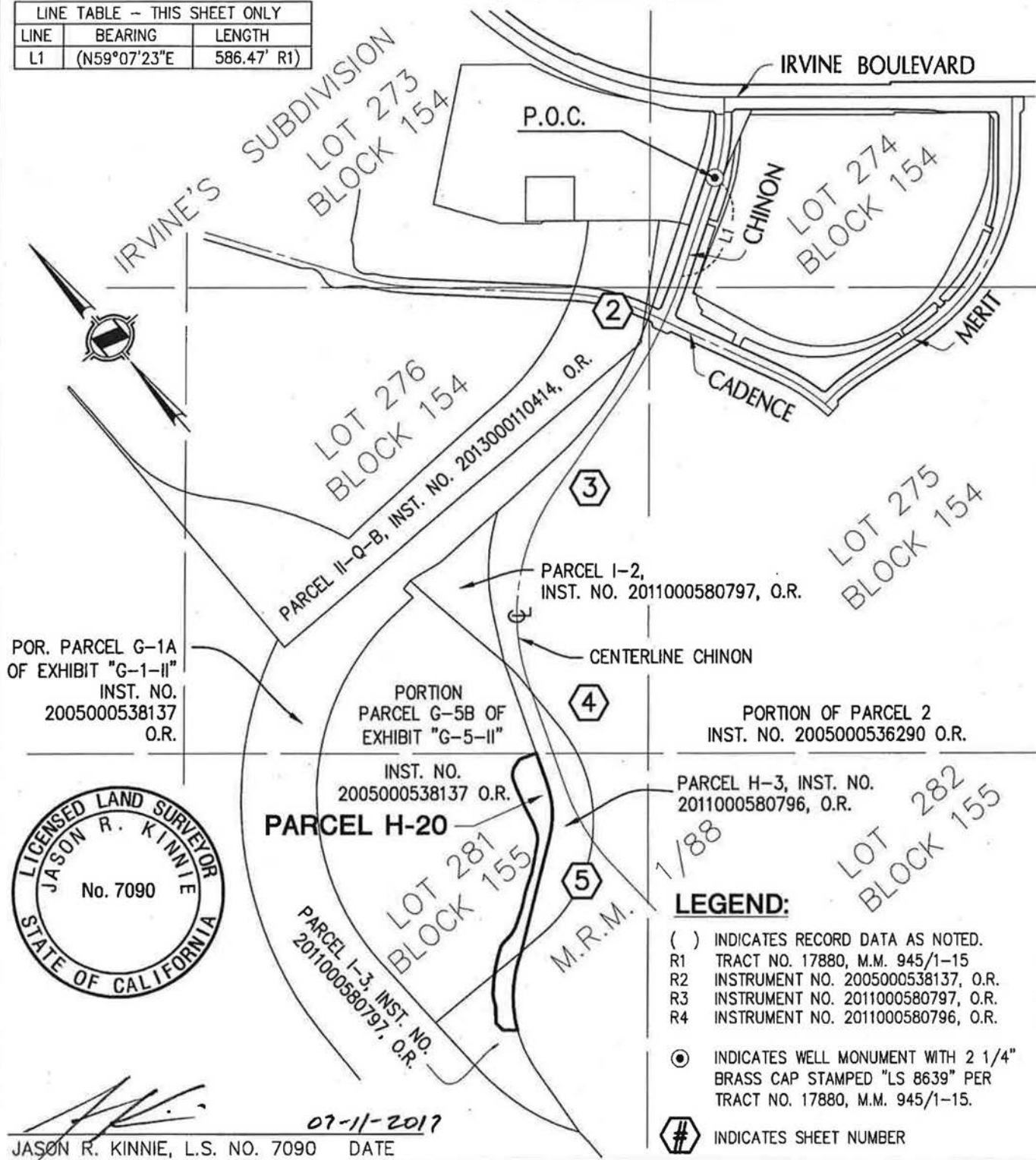


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By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description

LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	(N59°07'23"E	586.47' R1)



[Signature]
 07-11-2017
 JASON R. KINNIE, L.S. NO. 7090 DATE

LEGEND:

- () INDICATES RECORD DATA AS NOTED.
- R1 TRACT NO. 17880, M.M. 945/1-15
- R2 INSTRUMENT NO. 2005000538137, O.R.
- R3 INSTRUMENT NO. 2011000580797, O.R.
- R4 INSTRUMENT NO. 2011000580796, O.R.
- ⊙ INDICATES WELL MONUMENT WITH 2 1/4" BRASS CAP STAMPED "LS 8639" PER TRACT NO. 17880, M.M. 945/1-15.
- # INDICATES SHEET NUMBER

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

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 5/15/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=800'	W.O. 1855-692X
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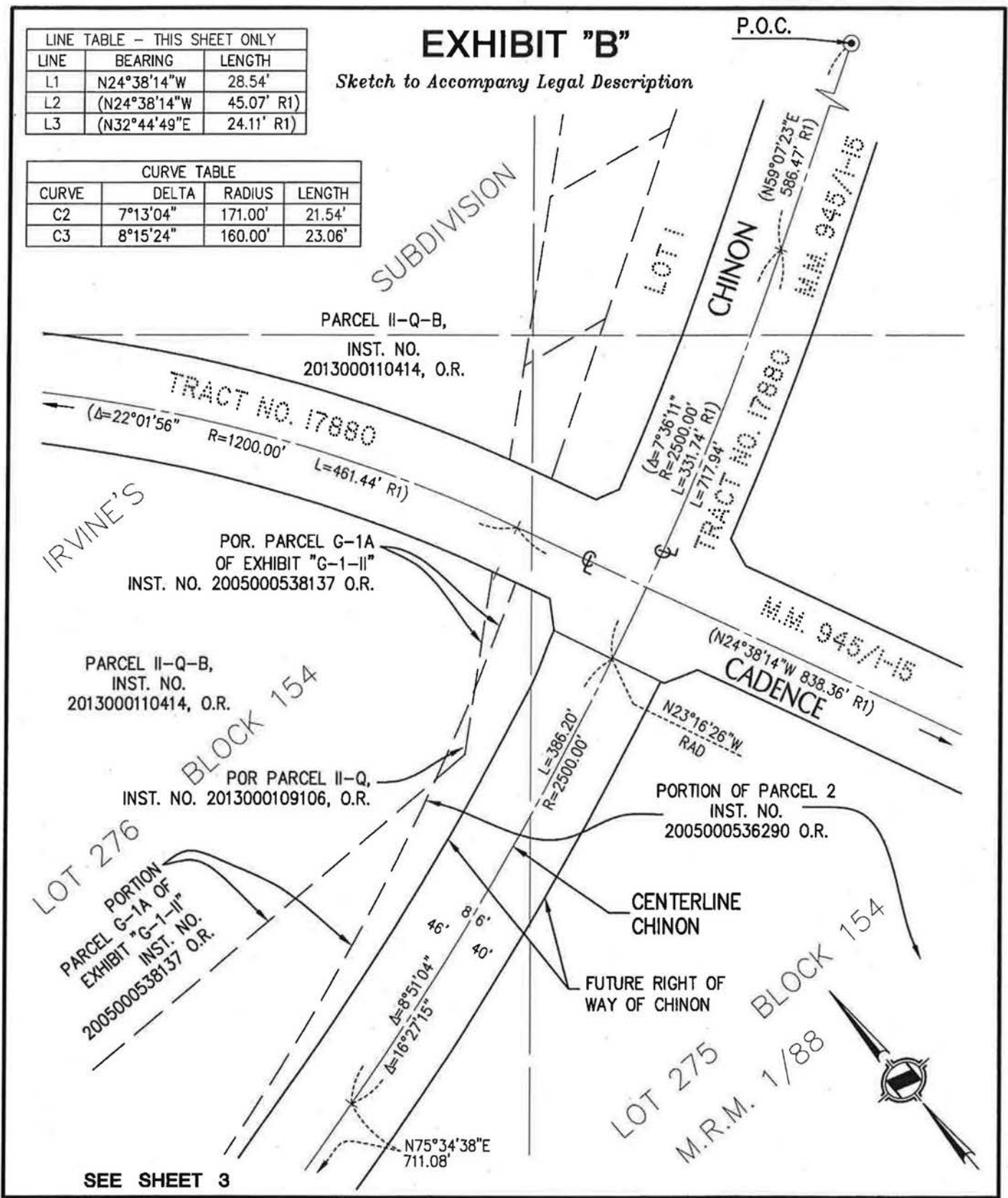
LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N24°38'14"W	28.54'
L2	(N24°38'14"W	45.07' R1)
L3	(N32°44'49"E	24.11' R1)

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	7°13'04"	171.00'	21.54'
C3	8°15'24"	160.00'	23.06'

EXHIBIT "B"

Sketch to Accompany Legal Description

P.O.C.



SEE SHEET 3


 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 4/10/17	REV. DATE: 5/15/17	DWG: K. VO	CK'd By: J. KINNIE
SCALE: 1"=100'		W.O. 1855-692X	
I:\HeritageFields\LD\9053-D5-COI to HFET\SHT02.dwg		H&A LEGAL No. 9053 SHEET 2 OF 5	

EXHIBIT "B"

Sketch to Accompany Legal Description



IRVINE'S SUBDIVISION

SEE SHEET 2

PARCEL II-Q-B,
INST. NO. 2013000110414, O.R.

POR. PARCEL G-1A OF EXHIBIT "G-1-II"
INST. NO. 2005000538137 O.R.

$N75^{\circ}34'38"E$ 711.08'

CENTERLINE
CHINON

FUTURE RIGHT OF
WAY OF CHINON

PORTION OF PARCEL 2
INST. NO.
2005000536290 O.R.

PARCEL I-2,
INST. NO.
2011000580797, O.R.

$\Delta=54^{\circ}54'35"$
8' 6"
46' 40'

$R=1200.00'$
 $L=1150.03'$

BLOCK 154
LOT 275

LOT 276
BLOCK 154
M.R.M. 1/88

SEE SHEET 4



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

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

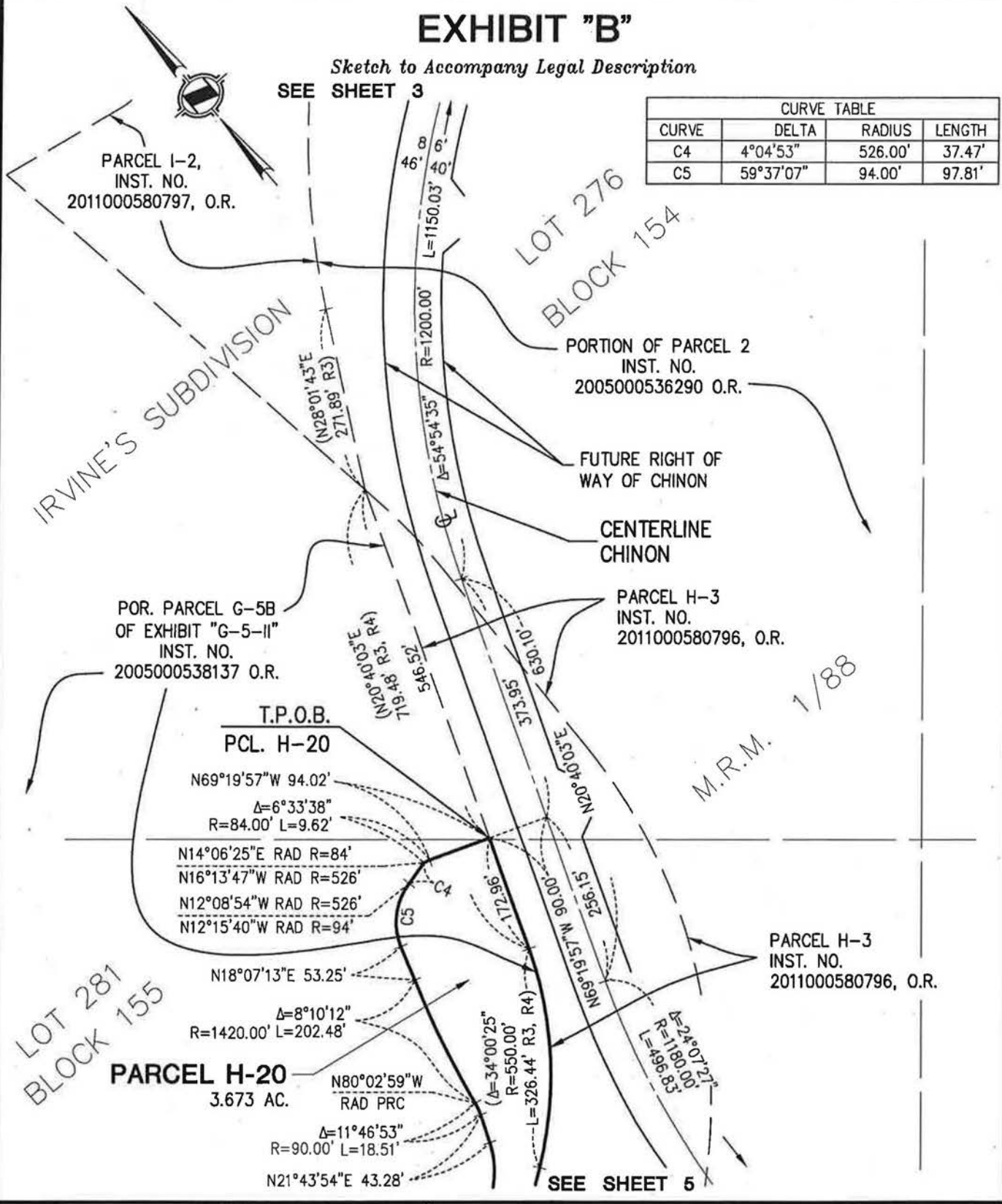
DATE: 4/10/17	REV. DATE: 5/15/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9053-D5-COI to HFET\SHT03.dwg				H&A LEGAL No. 9053	SHEET 3 OF 5

EXHIBIT "B"

Sketch to Accompany Legal Description

SEE SHEET 3

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C4	4°04'53"	526.00'	37.47'
C5	59°37'07"	94.00'	97.81'



HUNSAKER & ASSOCIATES
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 Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 7/11/17	DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
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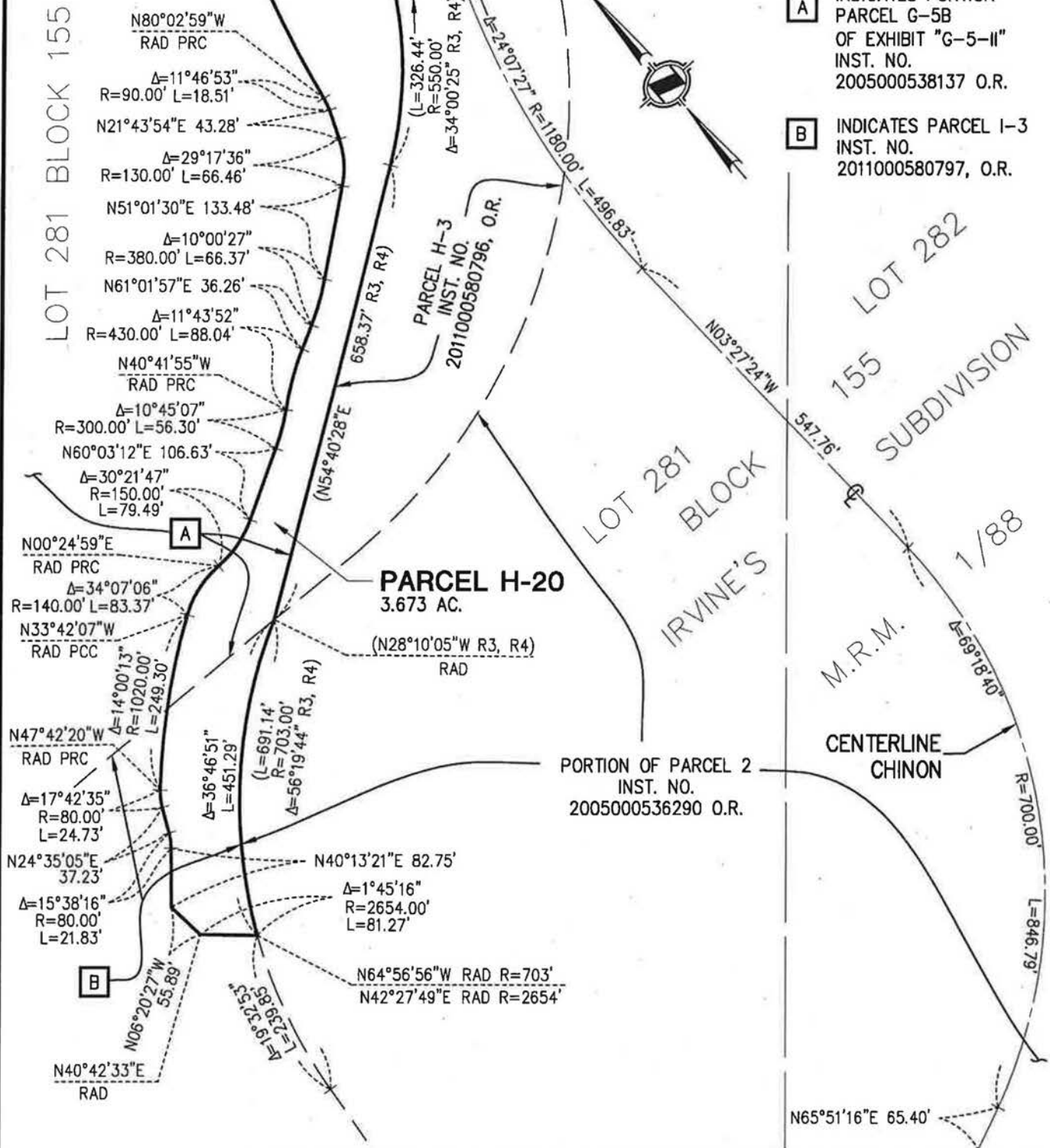
I:\HeritageFields\LD\9053-D5-COI to HFET\SHTO4.dwg H&A LEGAL No. 9053 SHEET 4 OF 5

EXHIBIT "B"

Sketch to Accompany Legal Description

SEE SHEET 4

- A** INDICATES PORTION
PARCEL G-5B
OF EXHIBIT "G-5-II"
INST. NO.
2005000538137 O.R.
- B** INDICATES PARCEL I-3
INST. NO.
2011000580797, O.R.



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

EXHIBIT "B"
 CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 7/11/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9053-D5-COI to HFET\SHT05.dwg			H&A LEGAL No. 9053	SHEET 5 OF 5	

EXHIBIT "D"

TERMINATION AND RELEASE FROM DENSITY BONUS AGREEMENT

[see attached]

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Irvine
Community Development Department
One Civic Center Plaza
Irvine, CA 92623-9575
Attn: Director of Community Development

(Space Above For Recorder's Use)

This Termination and Release is recorded at the request and for the benefit of the City of Irvine and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

TERMINATION AND RELEASE FROM
DENSITY BONUS AGREEMENT
(Termination and Release of Parcels Transferred to City)

This Termination and Release from Density Bonus Agreement (hereinafter "Termination and Release") is entered into as of the _____ day of _____, 2018, by and between the City of Irvine, a California municipal corporation (hereinafter "City"), and Heritage Fields El Toro, LLC, a Delaware limited liability company (hereinafter "Developer"). City and Developer are hereinafter sometimes referred to collectively as the "Parties."

RECITALS

A. On or about August 11, 2009, City and Developer entered into that certain Density Bonus Agreement recorded on September 9, 2009 as Instrument No. 2009000482561 in the Official Records of Orange County, California, as amended by that certain First Amendment to Density Bonus Agreement dated September 13, 2011, which was recorded in the official records of Orange County on November 16, 2011, as Document No. 2011000584018, and that certain Second Amendment to Density Bonus Agreement dated December 10, 2013, which was recorded in the official records of Orange County on February 6, 2014, as Document No. 2014000048890 (as amended, the "Density Bonus Agreement").

B. Concurrent with the execution and delivery of this Termination and Release, Developer will convey to City certain parcels within the Density Bonus Agreement Land Area that are described on attached Exhibit "A" and depicted on attached Exhibit "B" (the "Fee Conveyance Parcels"). In addition, concurrently herewith, Developer will convey to City certain lease in furtherance of conveyance interests over the lot described on attached Exhibit "C" (the "LIFO Parcel"). The Fee Conveyance Parcels and the LIFO Parcel are referred to collectively as the "Termination and Release Property." In connection with those conveyances, the Parties desire to terminate and release the Termination and Release Property from the terms and conditions of the Density Bonus Agreement, as further set forth in this Termination and Release.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND ATTACHMENTS

1.1 Definitions. In addition to the capitalized terms that may be defined elsewhere in this Termination and Release, all capitalized terms not otherwise defined in this Termination and Release shall have the same meanings as set forth in the Density Bonus Agreement.

1.2 References and Other Terms. Any reference to any document shall include such document both as originally executed and as it may from time to time be amended. References herein to "Article," "Section," "Subsection," "Exhibit," or "Attachment" shall be construed as references to this Termination and Release unless a different document is named. References to "this Article" "this Section" or "this Subsection" shall be construed to mean the same Article, Section or Subsection in which the reference appears. The terms "including" and "include" shall mean "including (include) without limitation" unless specifically limited to items or events therein listed.

1.3 Attachments. All Attachments to this Termination and Release are by this reference incorporated into and made a part hereof.

2. TERMINATION AND RELEASE

2.1 General. From and after the date that this Termination and Release is recorded against the Termination and Release Property, the Termination and Release Property shall not be bound or burdened by any of the provisions set forth or referred to in the Density Bonus Agreement.

2.2 Duty to Cooperate. Developer shall cooperate in executing any further or additional documents, in recordable form if necessary, as may be reasonably requested by any existing or prospective owner or holder of a mortgage or deed of trust of, in, or to the Termination and Release Property (or portion thereof) to confirm said Termination and Release from the Density Bonus Agreement. The form of any such additional documents shall be prepared by such existing or prospective owner or holder at no cost to Developer and shall be subject to Developer's approval, which shall not be unreasonably withheld or delayed.

2.3 No Release from Affordable Housing Obligations. Nothing in this Termination and Release terminates or releases, or shall be deemed or construed to terminate or release, the Developer from its obligations to develop, use, and maintain the Affordable Units on the other portions of the Density Bonus Agreement Land Area, as set forth and required by the

Density Bonus Agreement. Nothing in this Termination and Release terminates or releases, or shall be deemed or construed to terminate or release, any portion of the Density Bonus Agreement Land Area that is not described herein as the Termination and Release Property, unless said portion of the Density Bonus Agreement Land Area has a separate Termination and Release (in a form substantially similar to this document) recorded against said property. Nothing in this Termination and Release terminates or releases, or shall be deemed or construed to terminate or release, any portion of the Density Bonus Agreement Land Area from a Regulatory Agreement and/or Affordable Housing Covenant recorded against those portions of the Property that are the locations of the Affordable Units, as set forth in and required by the Density Bonus Agreement.

2.4 Limitation of Applicability of Release. This Termination and Release shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction or operation of work on the Density Bonus Agreement Land Area or any portion thereof. This Termination and Release is not a notice of completion as referred to in Civil Code Section 3093.

[signatures begin on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Termination and Release on the day and year set forth in the preamble above.

"CITY"

CITY OF IRVINE, a California municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

"DEVELOPER"

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LP,
a Delaware limited partnership
Its: Sole Member

By: _____

Print Name: _____

Print Title: _____

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 _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

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 _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT "A"
TO TERMINATION AND RELEASE
FROM DENSITY BONUS AGREEMENT

Legal Description of Fee Conveyance Parcels

[Attached hereto]

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I-20

For the purposes of this description of Parcel I-20 the centerline of "CHINON" is described as follows:

That portion of Parcel 2 in the City of Irvine, County of Orange, State of California, as described in a Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records, also being those portions of Lots 275 and 276, Block 154 and Lots 281 and 282, Block 155 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, both in the office of the County Recorder of said county described as follows:

Commencing at the well monument with 2-1/4" brass cap stamped "LS 8639" marking the northeasterly terminus of that certain course shown along the centerline of Chinon on the map of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the office of the County of Recorder of said county, said course shown on said map as "N59°07'23"E 586.47"; thence along said centerline of Chinon the following two (2) courses:

- 1) South 59°07'23" West 586.47 feet to a curve concave northwesterly having a radius of 2500.00 feet and
- 2) southwesterly 331.74 feet along said curve through a central angle of 7°36'11" to a point on the Boundary of said Tract No. 17880 said point referred to hereon as **Point A**;

thence southwesterly 386.20 feet along the continuation of said curve through a central angle of 8°51'04"; thence South 75°34'38" West 711.08 feet to a curve concave southeasterly having a radius of 1200.00 feet; thence southwesterly 1150.03 feet along said curve through a central angle of 54°54'35"; thence South 20°40'03" West 630.10 feet to a curve concave easterly having a radius of 1180.00 feet; thence southerly 496.83 feet along said curve through a central angle of 24°07'27"; thence South 3°27'24" East 547.76 feet to a curve concave northwesterly having a radius of 700.00

Revised July 11, 2017
April 7, 2017
WO No. 1855-692X
Page 1 of 3
H&A Legal No. 9052
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "A"

LEGAL DESCRIPTION

feet; thence southwesterly 846.79 feet along said curve through a central angle of 69°18'40"; thence South 65°51'16" West 65.40 feet to the **Point of Terminus**.

Parcel I-20 (continued)

That portion of Parcel 2 in the City of Irvine, County of Orange, State of California, as described in a Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records, also being those portions of Lots 275 and 276, Block 154 of Irvine's Subdivision as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps, both in the office of the County Recorder of said county lying northerly and northwesterly of a line parallel with and distant 46.00 feet northerly and north of the herein described centerline of Chinon, lying southwesterly of the southwesterly line of Cadence and shown on said Tract No. 17880, lying southeasterly of the southeasterly line of Parcel G-1A of Exhibit "G-1-II" as described in a Grant Deed recorded July 12, 2005 as Instrument No. 2005000538137 of said Official Records, as shown on the map of Record of Survey No. 2011-1042, filed in Book 254, Pages 21 through 36, inclusive, of Records of Survey in said office of the County Recorder, lying southeasterly of the southeasterly line of Parcel I-2 as described in a Grant Deed recorded November 15, 2011 as Instrument No. 2011000580797 of said Official Records, lying southeasterly of the northwesterly line of Parcel H-3 as described in a Grant Deed recorded November 15, 2011 as Instrument No. 2011000580796 of said Official Records and lying northeasterly of a line that bears South 69°19'57" East and passes through a point distant southwesterly 373.95 feet from the northerly terminus of the course described as "South 20°40'03" West 630.10 feet" along the herein described centerline of Chinon.

Excepting therefrom that portion of said Parcel 2 described as follows:

Commencing at the above described **Point A**; thence along said Boundary of Tract No. 17880, radial to the centerline of Chinon, North 23°16'26" W 46.00 feet to a point on a curve, concave northwesterly and having a radius of 2454.00 feet, said curve being concentric with and 46.00 feet northwesterly from herein described centerline of Chinon, a radial line through said point bears

Revised July 11, 2017

April 7, 2017

WO No. 1855-692X

Page 2 of 3

H&A Legal No. 9052

By: J. Kinnie

Checked By: R. Wheeler

EXHIBIT "A"

LEGAL DESCRIPTION

South 23°16'26" East, said point being the **True Point of Beginning**; thence southwesterly 44.50 feet along said curve through a central angle of 1°02'20" to a point of cusp with a curve, concave northwesterly and having a radius of 160.00 feet; a radial line through said point of cusp bears South 22°14'06" East; thence northeasterly 23.06 feet along said curve through a central angle of 8°15'24" to a reverse curve concave southeasterly having a radius of 171.00 feet; thence northeasterly 21.54 feet along said curve through a central angle of 7°13'04" to a point on said Boundary of Tract No. 17880; thence along said Boundary of Tract No. 17880, radial to said curve South 23°16'26" East 3.00 feet to the **True Point of Beginning**.

Containing an area of 4.362 acres, more or less.


Lot I

In the City of Irvine, County of Orange, State of California, being Lot I of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said county.

Containing an area of 29,434 square feet, more or less.

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

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



Jason R. Kinnie, L.S. No. 7090
Date: 07-11-2017



Revised July 11, 2017
April 7, 2017
WO No. 1855-692X
Page 3 of 3
H&A Legal No. 9052
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "B"
TO TERMINATION AND RELEASE
FROM DENSITY BONUS AGREEMENT

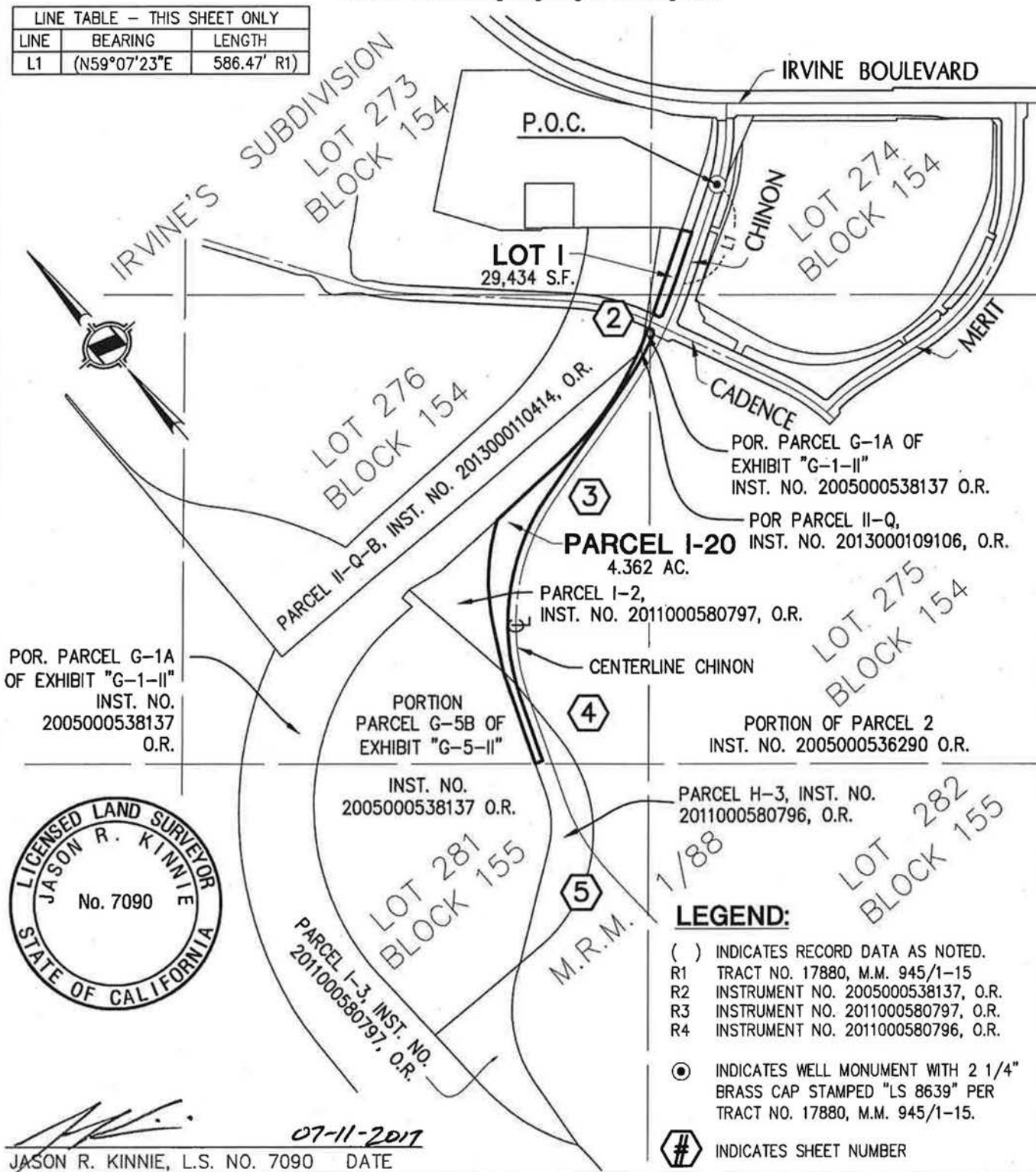
Depiction of Fee Conveyance Parcels

[Attached hereto]

EXHIBIT "B"

Sketch to Accompany Legal Description

LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	(N59°07'23"E	586.47' R1)



LEGEND:

- () INDICATES RECORD DATA AS NOTED.
- R1 TRACT NO. 17880, M.M. 945/1-15
- R2 INSTRUMENT NO. 2005000538137, O.R.
- R3 INSTRUMENT NO. 2011000580797, O.R.
- R4 INSTRUMENT NO. 2011000580796, O.R.
- INDICATES WELL MONUMENT WITH 2 1/4" BRASS CAP STAMPED "LS 8639" PER TRACT NO. 17880, M.M. 945/1-15.
- # INDICATES SHEET NUMBER

[Signature]
 07-11-2017
 JASON R. KINNIE, L.S. NO. 7090 DATE

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

EXHIBIT "B"
 CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 6/28/17	DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=800'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET to CO\SHT01.dwg			H&A LEGAL No. 9052	SHEET 1 OF 6	

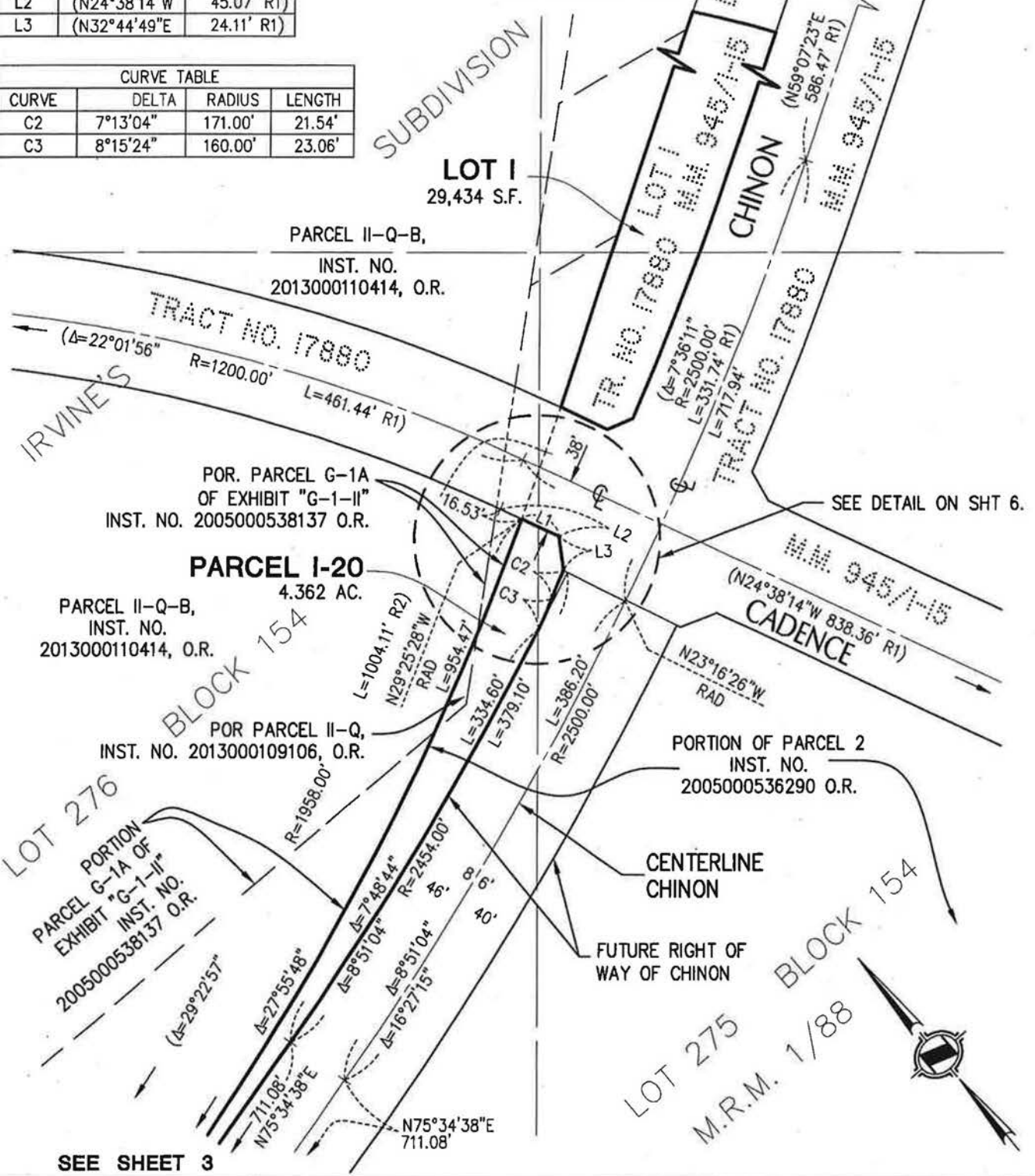
LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N24°38'14"W	28.54'
L2	(N24°38'14"W	45.07' R1)
L3	(N32°44'49"E	24.11' R1)

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	7°13'04"	171.00'	21.54'
C3	8°15'24"	160.00'	23.06'

EXHIBIT "B"

Sketch to Accompany Legal Description

P.O.C.



SEE SHEET 3



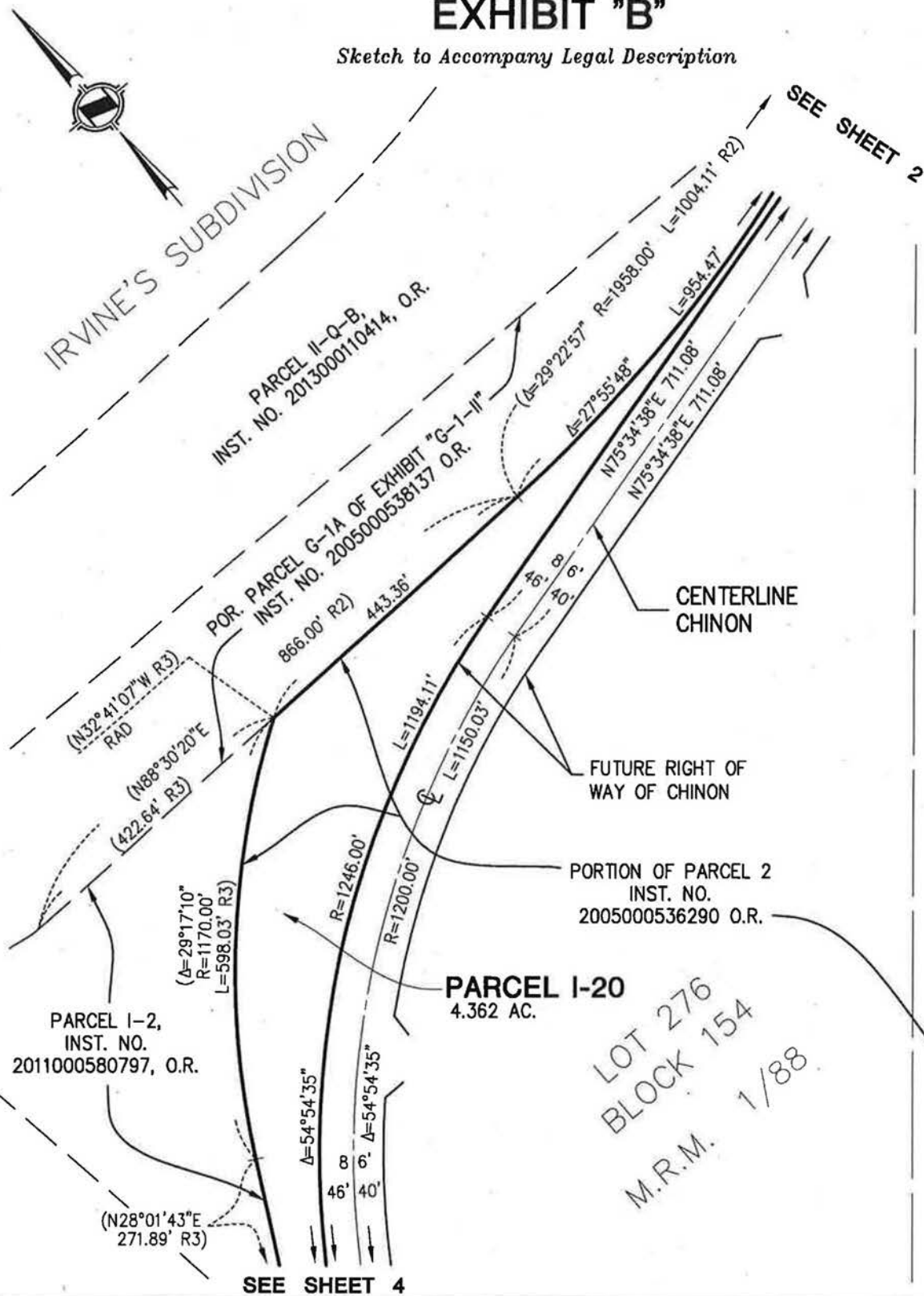
HUNSAKER & ASSOCIATES
 IRVINE, INC.
 PLANNING ■ ENGINEERING ■ SURVEYING
 Three Hughes • Irvine, CA 92618 • PH (949) 583-1010 • FX (949) 583-0759

EXHIBIT "B"
 CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 6/28/17	DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=100'	W.O. 1855-692X
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EXHIBIT "B"

Sketch to Accompany Legal Description



BLOCK 154
LOT 275

LOT 276
BLOCK 154
M.R.M. 1/88

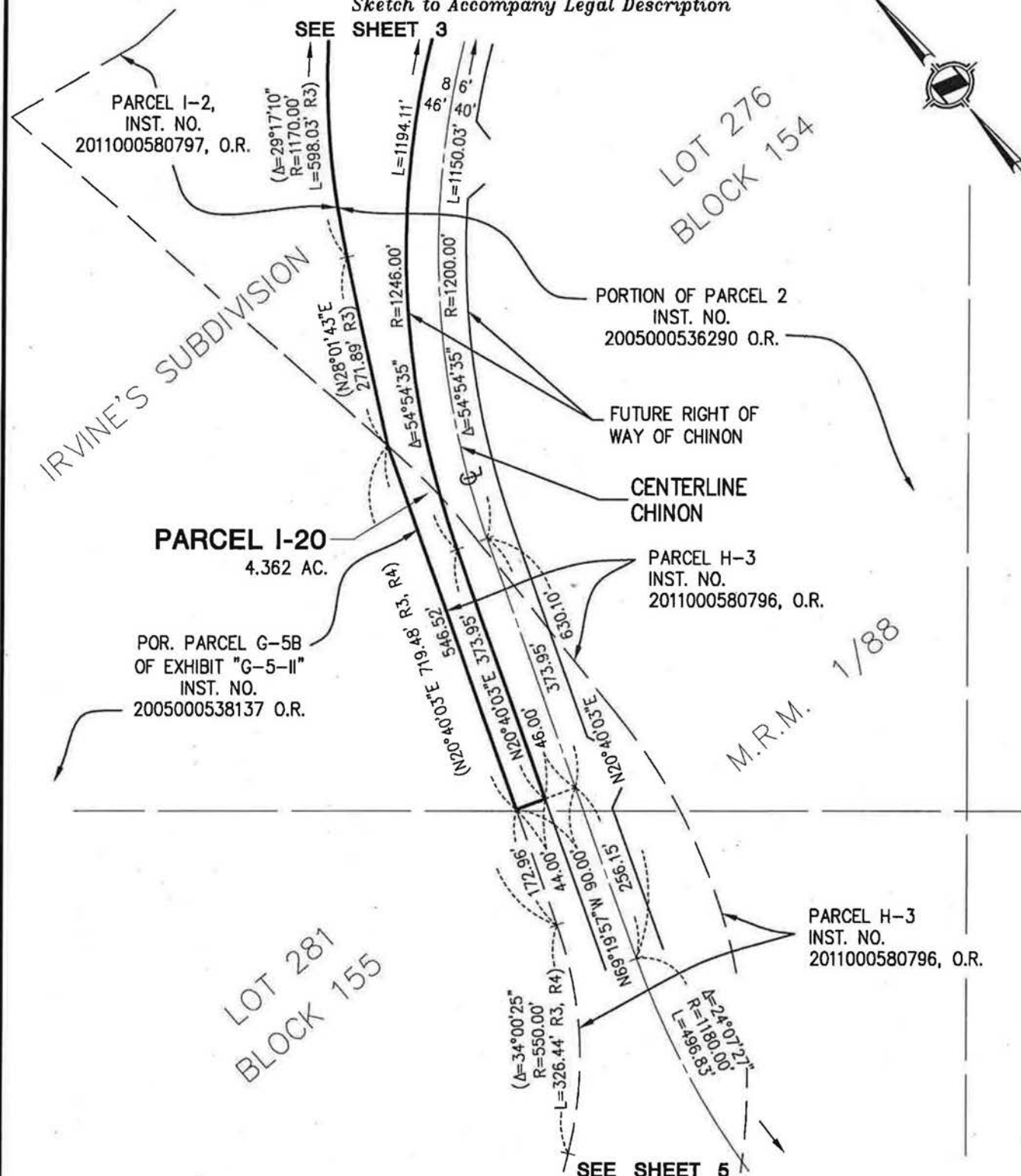
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 5/18/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET_to COI\SHT03.dwg				H&A LEGAL No. 9052	SHEET 3 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description



SEE SHEET 3

LOT 276
BLOCK 154

IRVINE'S SUBDIVISION

PARCEL I-20
4.362 AC.

POR. PARCEL G-5B
OF EXHIBIT "G-5-II"
INST. NO.
2005000538137 O.R.

PORTION OF PARCEL 2
INST. NO.
2005000536290 O.R.

FUTURE RIGHT OF
WAY OF CHINON

CENTERLINE
CHINON

PARCEL H-3
INST. NO.
2011000580796, O.R.

M.R.M. 1/88

PARCEL H-3
INST. NO.
2011000580796, O.R.

LOT 281
BLOCK 155

SEE SHEET 5


 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759			EXHIBIT "B" CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA		
DATE: 4/10/17	REV. DATE: 5/18/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET to COI\SHT04.dwg				H&A LEGAL No. 9052	SHEET 4 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description

SEE SHEET 4



IRVINE'S SUBDIVISION

PORTION PARCEL G-5B
OF EXHIBIT "G-5-II"
INST. NO.
2005000538137 O.R.

PARCEL H-3
INST. NO.
2011000580796, O.R.

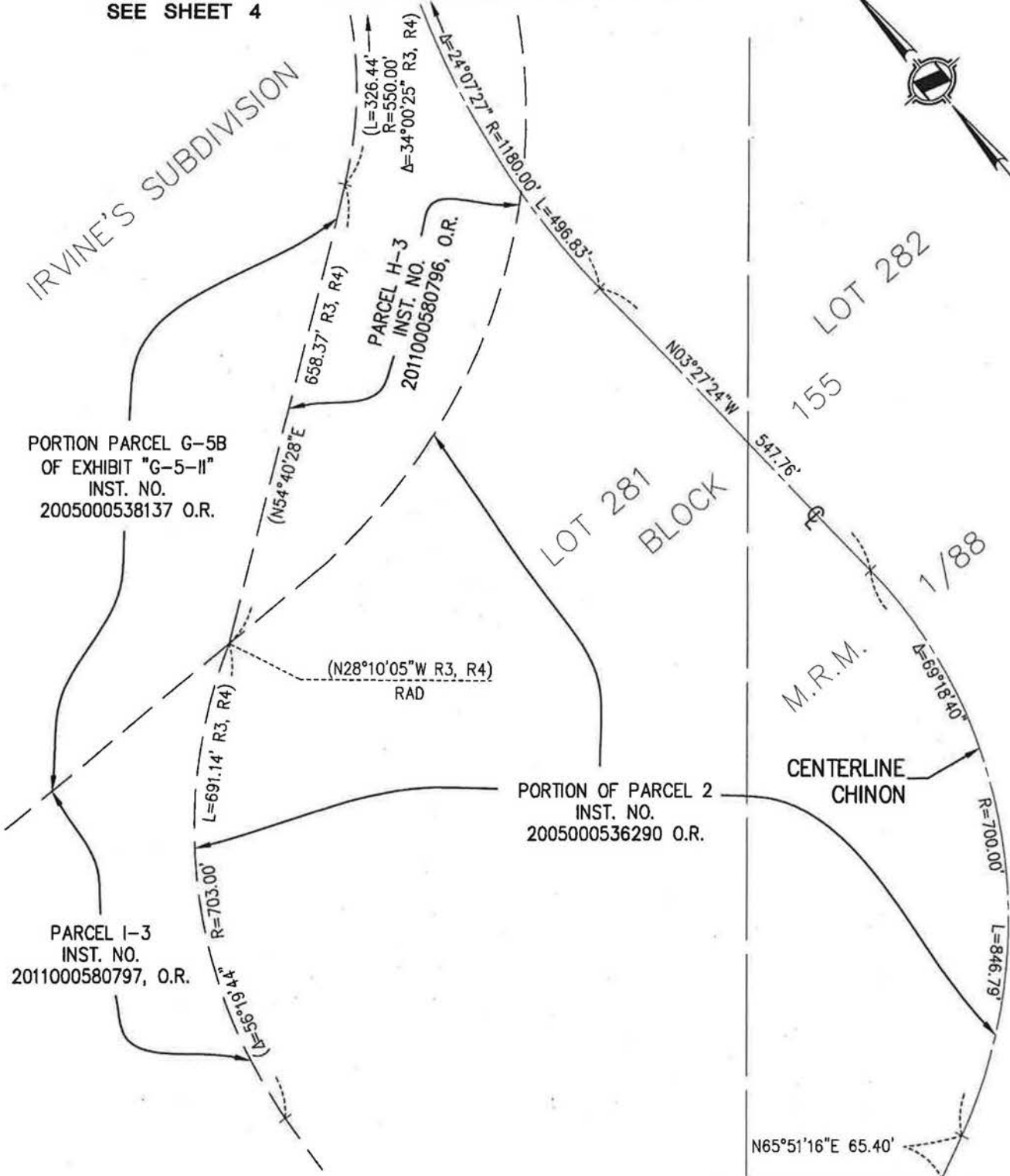
PORTION OF PARCEL 2
INST. NO.
2005000536290 O.R.

PARCEL I-3
INST. NO.
2011000580797, O.R.

LOT 281
BLOCK
155
LOT 282

M.R.M.
1/88

CENTERLINE
CHINON



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

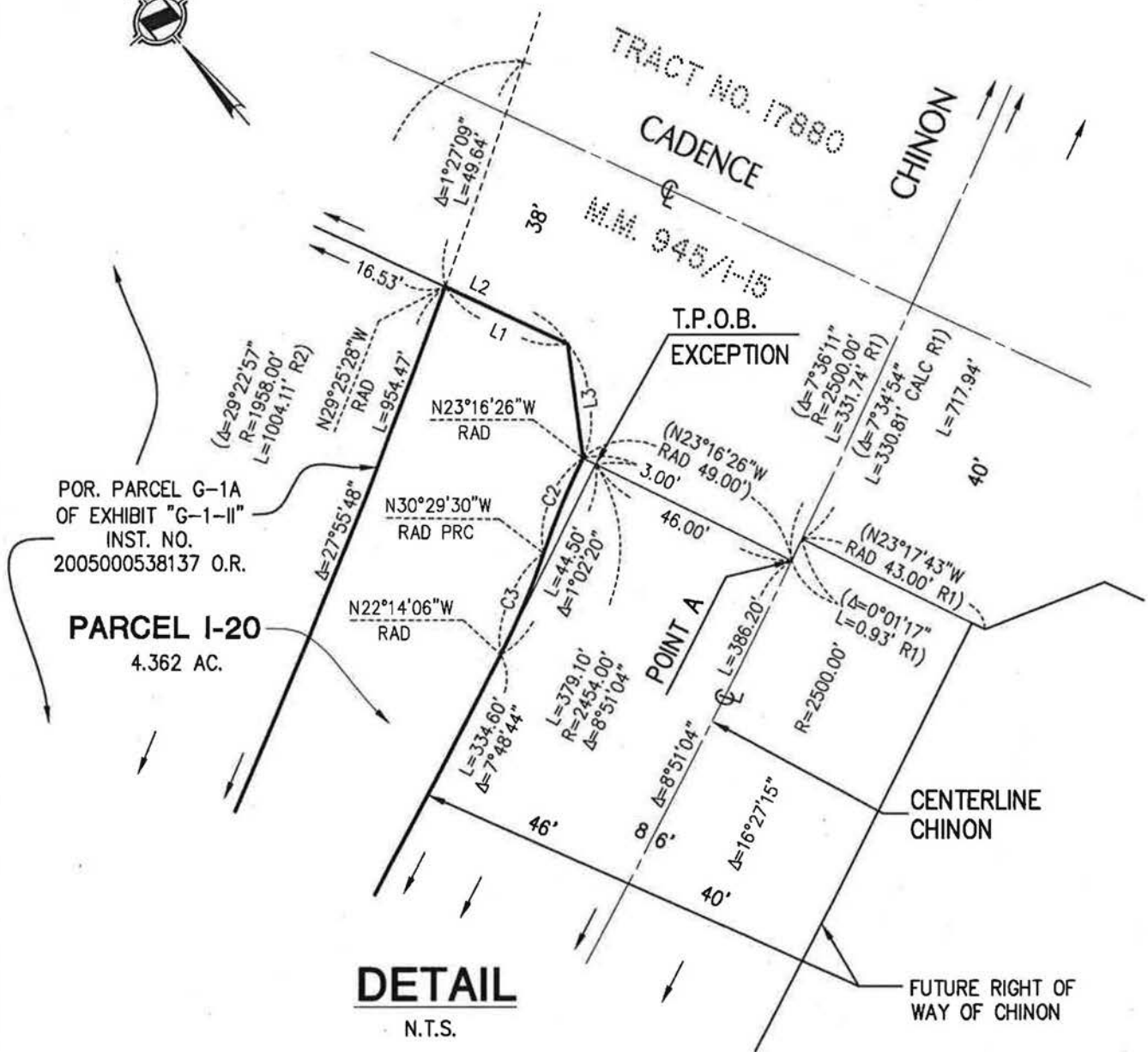
EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 4/10/17	REV. DATE: 5/12/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: 1"=200'	W.O. 1855-692X
I:\HeritageFields\LD\9052-D5-HFET to COI\SHT05.dwg				H&A LEGAL No. 9052	SHEET 5 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description



LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N24°38'14"W	28.54'
L2	(N24°38'14"W	45.07' R1)
L3	(N32°44'49"E	24.11' R1)

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

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 5/12/17	REV. DATE: 5/18/17	.DWG: K. VO	CK'd By: J. KINNIE	SCALE: N.T.S.	W.O. 1855-692X
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EXHIBIT "C"
TO TERMINATION AND RELEASE
FROM DENSITY BONUS AGREEMENT

Legal Description of LIFOC Parcel

Lot J

In the City of Irvine, County of Orange, State of California, being Lot J of Tract No. 17880, filed in Book 945, Pages 1 through 15, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said county,

Containing an area of 34,693 square feet, more or less.

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



Robert L. Wheeler IV, L.S. No. 8639

Date: 06/28/17



June 28, 2017
WO No. 1835-692X
Page 1 of 1
H&A Legal No. 9141
By: K. Vo
Checked By: R. Wheeler

EXHIBIT "E"

TITLE INSTRUCTION LETTER

[see attached]

_____, 2018

VIA E-MAIL

FIRST AMERICAN TITLE COMPANY
1250 Corona Pointe Court, Suite 201
Corona, CA 92879
Attn: Mr. Mark Wardle

Re: Agua Chinon and GPN District 5 Land Exchange

Dear Mark:

This letter shall constitute joint recording instructions by the City of Irvine ("City") and Heritage Fields El Toro, LLC ("HFET"). The City is represented in this transaction by Allison LeMoine-Bui, Esq. of Rutan & Tucker, LLP and HFET is represented by Loren Deters, Esq. of Samuels, Green & Steel LLP. The City and HFET shall be referred to individually herein as a "Party" and jointly as the "Parties."

You will receive, or you have received, the following under separate cover from the Parties (collectively, the "Documents"):

- 1) One Grant Deed (GPN District 5 Exchange Parcels: HFET to City) (the "Grant Deed to City"), executed and acknowledged by HFET and City;
- 2) One Grant Deed (Agua Chinon Exchange Parcels: City to HFET) (the "Grant Deed to HFET"), executed and acknowledged by City;
- 3) One Tax Statement Affidavit executed by HFET (the "HFET Affidavit");
- 4) One Preliminary Change of Ownership Report executed by HFET and relating to the property received by HFET (the "HFET PCOR");
- 5) One Preliminary Change of Ownership Report executed by the City and relating to the property received by the City (the "City PCOR"); and

6) One Termination and Release from Density Bonus Agreement, executed and acknowledged by HFET and City (the "Termination of DBA").

When you have received all of the Documents, and you have complied with the separate title instruction letters to be provided to you by the City and HFET (the "Separate Title Instruction Letters"), you are then authorized to do the following **in the following order**:

1) Record the Termination of DBA in the Official Records of Orange County ("Official Records");

2) Record the Grant Deed to HFET in the Official Records (and submit the HFET Affidavit and the HFET PCOR);

3) Record the Grant Deed to City in the Official Records (and submit the City PCOR);

4) Deliver the Title Policies requested in the Separate Title Instruction Letters; and

5) Deliver to both Parties conformed copies of the recorded Termination of DBA, Grant Deed to HFET and Grant Deed to City.

Please invoice HFET for the recording costs and the cost of the title insurance policy issued to HFET. The City is responsible for the cost of its title insurance policy. By separate letter HFET will provide you with a check for the transfer taxes payable in connection with recordation of the Grant Deed to HFET.

This Letter may be signed in multiple counterparts. This Letter may be modified only in writing signed by the undersigned.

Very truly yours,

Allison LeMoine-Bui, Esq.
Rutan & Tucker, LLP

Loren A. Deters, Esq.
Samuels, Green & Steel LLP