

RECORDING REQUESTED BY:

COMMONWEALTH LAND TITLE COMPANY

WHEN RECORDED MAIL TO:

County of Orange
Environmental Management Agency
Property Services
300 N. Flower St., 8th Floor
Santa Ana, CA 92702
Attn: Stella Oviedo

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



No Fee

19960605850 12:57pm 11/27/96

004 17002022 17 14
002 23 55 0.00 7.00 66.00 0.00 0.00 0.00 0.00
0.00 0.00

SPACE ABOVE HIS LINE FOR RECORDER'S USE

This is to certify that the document was presented for
record by GSA-Real Estate Division under Gov. Code
Sec. 6103.

Margaret B. Howard

-0- EXEMPT

DOCUMENTARY TRANSFER TAX \$ GOV CODE SEC 6103

Computed on full value of property conveyed; or

Computed on full value less the value of the liens or
encumbrances thereon remaining at time of sale

UNDER SIGNED GRANTOR

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED


FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THE IRVINE COMPANY, a Michigan corporation, dba Irvine Land Management ("Grantor"),
hereby grants to the COUNTY OF ORANGE, a political subdivision of the State of California
("Grantee"), that certain real property in the County of Orange, State of California described
in ATTACHMENT I attached hereto and incorporated herein by this reference (the "Property").

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns together
with the right to grant and transfer all or a portion of the same, as follows:

A. Any and all water, water rights or interests therein appurtenant or relating to the
Property or owned or used by Grantor in connection with or with respect to the Property (no
matter how acquired by Grantor), whether such water rights shall be riparian, overlying,
appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together
with the right and power to explore, drill, remove and store the same from or in the Property
or to divert or otherwise utilize such water, rights or interests on any other property owned or
leased by Grantor, without the right to explore or drill through the surface or the upper 500 feet
of the subsurface of the Property.

MAIL TAX STATEMENTS TO ADDRESS ABOVE

11
NA
250
ON
NF



B. A perpetual exclusive easement in gross on, over and under that portion of the Property described on ATTACHMENT II attached hereto as the Alton Parkway R/W (the "Alton Parkway Area") and the OCFCD Permanent R/W (the "Borrego Wash Area") (the Alton Parkway Area and the Borrego Wash Area are sometimes hereinafter collectively referred to as the "**Dedication Area**"), for the extension/expansion of Alton Parkway and for improvement of Borrego Wash. This easement shall include, but not by way of limitation, the right to construction (which shall include grading), reconstruct, remove and replace, renew, inspect, maintain, repair, improve and use (1) roadway, sidewalk, trail, utility (including electric, telephone, cable television, communication, sewer and water) and landscaping facilities on, over and under the Alton Parkway Area, and (2) channels, storm drains, trails, landscaping and related flood control and water conservation facilities on, over and under the Borrego Wash Area.

C. A temporary nonexclusive construction easement in gross on, over and under that portion of the Property described on ATTACHMENT II as the temporary construction area (the "**Construction Area**") for the purpose of (1) construction of improvements on the Dedication Area and (2) entering upon, passing and repassing over and along said Dedication Area, and for depositing tools, implements and other materials thereon. This temporary easement shall terminate upon the filing of a notice of completion of all work contemplated by the easement reserved under Paragraph B above.


D. A perpetual nonexclusive easement in gross on, over and under the Property for purposes of placing, servicing, maintaining, repairing, restoring, replacing and using water lines which connect to the Irvine Ranch Water District pipeline located on the Property and serve agricultural land in the vicinity of the Property; subject, however, to the requirement that (1) the exercise of this easement shall not unreasonably interfere with the use and enjoyment of the Property, (2) Grantee shall at its cost maintain all water outlet facilities (including valves, meters and devices) and all water lines on the Property in a good and safe condition, and (3) any users of the water lines on the Property pursuant to this easement shall pay to Grantee the prorata charges for water usage based on rates charged by Irvine Ranch Water District (as such usage is submetered by Grantee).

E. A temporary non-exclusive easement in gross on and over the Property for removal of trees currently on the Property (which right shall terminate upon the first to occur of completion of tree removal or July 31, 1997).

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.

2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication, encumbrances and easements of record or apparent.



3. The following covenants, conditions, rights and restrictions (collectively, the "CC&R's"), which shall remain in full force and effect from the date of recordation of this Grant Deed unless terminated or modified as hereinafter provided.

3.1 Restrictions.


(a) Agricultural Use. The Property is to be used exclusively to cultivate, irrigate, raise, grow and harvest row crops (including equipment storage and ancillary uses related to such agricultural uses), and for no other purposes whatsoever.

(b) No Residential Use. In furtherance, and not by way of limitation, of Section 3.1(a) above, (i) no portion of the Property or any buildings or other improvements thereon may be held, developed, constructed, maintained, operated, used, leased or sold for residential purposes at any time without the express written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion, and (ii) without limiting the generality of the foregoing, no portion of the Property or any buildings or other improvements thereon may be held, developed, constructed, maintained, operated, used, leased or sold for rental apartment purposes at any time until July 31, 2020 without the express written consent in each case of Irvine Apartment Communities, L.P., a Delaware limited partnership ("IAC"), which consent may be granted or withheld by IAC in its sole discretion. Grantor and Grantee hereby acknowledge that IAC is a third party beneficiary of the special covenant in subsection 3.1(b)(ii) above, with full rights to enforce the same as if IAC were a direct party to this instrument. To that end, it is expressly understood and agreed by Grantor and Grantee that all of the rights and remedies in Section 3.2(c) below afforded Grantor with respect to the CC&R's, and all of the provisions in Section 3.2 below between Grantor and Grantee relating to the CC&R's, shall be equally applicable to IAC and Grantee with respect to the CC&R's set forth in subsection 3.1(b)(ii) only.

(c) Grantor Approval of Improvements.

(i) Improvements. As used herein, the term "improvements" shall mean and include buildings, roadways and walkways, parking areas, fences, walls, signs, poles, mass or large plantings, and all other structures of any kind located above the ground level, and any and all replacements, additions, repairs or alterations thereto of any kind whatsoever.

(ii) Submittal of Plans. Except regarding the "Approved Improvements" (as defined below), no improvement of any nature whatsoever (including without limitation any alteration or addition to any existing improvements) shall be constructed, placed, assembled or maintained on the Property which has not first received the written approval of Grantor as to the exterior design, size, appearance and location thereof. Before commencing any work of improvement or applying for any governmental permit or approval with respect thereto, Grantee shall first deliver to Grantor two (2) sets of schematic plans and preliminary specifications including at least exterior elevations and site plans and showing in reasonable detail the proposed shape, height, location, material, color scheme and elevation of each proposed improvement, all ingress and egress to public or private streets or roads, all utility and




service connection locations, and all landscaping, parking, exterior lighting and signs (the "Plans"). Except regarding the Approved Improvements, all improvements placed or constructed on the Property must comply in all material respects with the Plans approved by Grantor as provided below. All plans and specifications to be submitted to Grantor hereunder shall be prepared by a duly licensed or registered architect or engineer, as the case may be.

(iii) Approval of Plans. Grantor shall not unreasonably withhold or delay its approval to the Plans. Grantor shall approve or disapprove the Plans within thirty (30) days after receipt of a complete set of the Plans. If approved by Grantor, such approval shall be endorsed on one set of the Plans and returned to Grantor within such thirty (30) day period. If Grantor does not approve such Plans, Grantor shall within said thirty (30) day period notify Grantee of its reasons in writing in reasonable detail. If Grantor so disapproves the Plans, Grantee shall revise the Plans and submit them again to Grantor for its approval in accordance with the terms of this subparagraph. Failure of Grantor to approve or disapprove any Plans within said thirty (30) day period and Grantor's continued failure to approve or disapprove for ten (10) days after Grantee's written notice to Grantor that Grantor has failed to approve or disapprove as required herein (which notice shall also state that failure to respond within ten (10) days of this notice shall be deemed approval of the items submitted) shall be deemed approval thereof. The approval by Grantor of any plans pursuant to this subparagraph shall be approval only as to their conformity with the master plan and general aesthetic and architectural plan for the area. Such approval shall not be deemed approval for architectural or engineering design nor a representation or warranty by Grantor as to the adequacy or sufficiency of such plans or the grading, landscaping, improvements or construction contemplated thereby for any use or purpose. By approving such plans, Grantor assumes no liability or responsibility therefor or for any defect in any grading, landscaping, improvements or construction made pursuant thereto.

(iv) Certificates of Compliance. Prior to commencement of any such work of improvements, Grantee shall supply to Grantor a certificate from a licensed civil engineer or land surveyor verifying that the proposed improvements will be located in accordance with the Plans previously approved by Grantor. Upon completion of any such improvements, Grantee shall supply to Grantor a further certification by Grantee's architect (including the landscape architect in the case of improvements consisting of landscaping) that the improvements as designed by the architect have been completed in accordance with the Plans previously approved by Grantor.

(v) Approved Improvements. Grantee shall be entitled to construct or place on the Property without the prior approval of Grantor, (A) an exterior chain link fence with ninety percent (90%) green fabric mesh around all or any part of the Property, and (B) a two or three sided pole barn constructed shed for storage of farming equipment, not exceeding 600 square feet in size and 12 feet in height, which shed must be appropriately screened with landscaping and/or the green fabric mesh fence described above (collectively, the "Approved Improvements").

(d) Dedication of Dedication Area. Grantee agrees, for no consideration, to dedicate the Dedication Area by easement, to the City of Irvine, Orange County Flood Control District or any other governmental agency as may be directed by Grantor




(or, if requested by the City of Irvine or other governmental agency, the Alton Parkway Area shall be dedicated in fee). Any such dedication by Grantee shall, for purposes of that certain Right-of-Way Agreement for The Foothill Circulation Phasing Plan dated December 12, 1989 by and between the Grantee (as "County") and Grantor (as "Company"), or any similar or supplemental document relating to the subject matter thereof, be deemed a dedication or transfer by Grantor. Grantee waives all claims to compensation of any kind (including but not limited to relocation expenses) relating to such dedication, and agrees that all such compensation is the sole property of Grantor (and Grantee hereby assigns same to Grantor). Grantee agrees that the boundaries of the Dedication Area may be adjusted from that shown on ATTACHMENT II so long as there is no material decrease in the remaining usable portions of the Property. Grantee acknowledges that Grantor has previously executed and delivered to applicable governmental agencies certain instruments transferring or offering to transfer the Dedication Area. Grantee agrees that such governmental agencies shall have the right at any time to accept and record such previously executed instruments and that Grantee hereby assumes all of Grantor's obligations thereunder arising after the date hereof as they relate to the Property and agrees to defend, indemnify and hold Grantor harmless from and against any loss, damage, injury (including death), liability, cost, expense, claim, demand or cause of action arising from, related to or caused by Grantee's breach of such obligation. Grantee further agrees that if any such governmental agency shall require a replacement instrument, executed by Grantee as owner of the Property, Grantee shall promptly execute and deliver any such instrument.

3.2 Other Provisions Regarding CC&R's.

(a) Purpose of CC&R's. Grantor is the owner and developer of a large and unique landholding in Orange County, California, of which the Property is a part, and Grantor is engaged in master-planning said landholding. Among the distinguishing characteristics of this master-planning is the clear delineation of use areas throughout the landholding so as to ensure both harmonious growth and development and the maximization of the value of Grantor's remaining landholdings. In addition to those general concerns, improvements on the Property will be highly visible along major accessways to certain of Grantor's office, commercial and residential master planned developments, and it is therefore important that the features of such property and the improvements thereon conform with the general architectural and aesthetic plan for the community. The Property has been conveyed to Grantee with the understanding and agreement that the Property will be held, developed and used in accordance with these CC&R's.

(b) Covenants Run with Land. The CC&R's shall continue in full force and effect in perpetuity and are hereby declared and agreed to be part of a general plan for the purpose of assuring the enhancement and protection of the value, desirability and attractiveness of the land in Orange County, California described in ATTACHMENT III hereto (herein referred to as the "Benefitted Property"). The CC&R's shall run with the Property and be binding upon and burden Grantee and all persons having or acquiring any right, title or interest in the Property (during their ownership of such interest), or any part thereof, and their successors and assigns.



Subject to the following provisions of this paragraph, the CC&R's shall inure to the benefit of the Benefitted Property and the owners of the Benefitted Property and their successors and assigns, and the Benefitted Property shall be deemed the dominant tenement for purposes of the CC&R's. In the event that any portion of the Benefitted Property is conveyed by Grantor to a third party other than a "Successor Covenantee" (each parcel of the Benefitted Property so transferred is hereinafter referred to as a "Transferred Parcel"), the CC&R's shall cease to benefit such Transferred Parcel. A "Successor Covenantee" shall be any entity into which or with which Grantor is merged, or any partnership or limited liability company of which any of the foregoing is directly or indirectly a partner or member, or a real estate investment trust which is owned at least 50% by any of the foregoing, or any other entity directly or indirectly controlled by any of the foregoing.

The CC&R's set forth in subsection 3.1(b)(ii) above shall also benefit IAC, its successors and assigns, and all land owned by IAC in Orange County, California including without limitation the land more particularly described in ATTACHMENT IV hereto (herein referred to as the "IAC Benefitted Property") and shall be enforceable by IAC, its successors and assigns; it being intended for such purposes that the dominant tenement shall be the IAC Benefitted Property and that the servient tenement shall be all of the Property. IAC shall have the right by duly recorded amendment hereto executed only by IAC to unilaterally substitute for or add to the IAC Benefitted Property described in ATTACHMENT IV any real property owned by IAC in the County of Orange, California.

Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property or any improvements thereon is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in the Property or any such improvements.

(c) Default and Remedy.

(i) Notice and Cure Period. In the event of any breach, violation or failure to perform or satisfy any of the CC&R's which has not been cured within thirty (30) days after written notice from Grantor to do so, or if such default cannot be cured within such time, then if such cure is not then being diligently pursued to completion (but such cure must be effected no later than ninety (90) days from such written notice), Grantor at its sole option and discretion may enforce any one or more of the remedies described below or any other rights or remedies to which Grantor may be entitled by law or equity, whether or not set forth herein. The cure periods described above shall be extended for any period of time during which the cure is prevented, delayed or stopped due to acts of God, war, inability to obtain labor or materials or reasonable substitutes therefor, governmental regulations or controls, or other matters or causes beyond the reasonable control of Grantee, provided that nothing herein shall excuse the performance of any act rendered difficult solely because of the financial condition of Grantee. Furthermore, in no event shall any extension of any cure period be deemed to have occurred unless Grantee shall have given written notice to Grantor within thirty (30) days following any such delay, setting forth the facts giving rise to such extension.

(ii) Remedies.

(A) Damages. Grantor may bring a suit for damages for any compensable breach of or noncompliance with any of the CC&R's, or declaratory relief to determine the enforceability of any of the CC&R's.


(B) Equity. It is recognized that a violation of one or more of the foregoing CC&R's may cause Grantor to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and ongoing quality of the development on the Benefitted Property or portions thereof), and that Grantor shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the CC&R's or an injunction to enjoin the continuance of any such breach or violation thereof whether or not Grantor exercises any other remedy.

(C) Abatement. Any breach or violation of the CC&R's or any provision hereof is hereby declared to be a nuisance, and Grantor shall be entitled to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these CC&R's, all at the sole cost and expense of Grantee or any person having possession under Grantee. All remedies provided herein or by law or equity shall be cumulative and not exclusive.

(D) Payment of Additional Purchase Price. In the sole option and discretion of Grantor, Grantor may elect by written notice to Grantee for any violation of the CC&R's in Section 3.1(a) hereof not cured within the time period specified in subparagraph (i) above, as its exclusive remedy and in lieu of any remedies permitted by Sections 3.1(c)(ii)(A), (B) and (C), if any, as to such violation, to obligate Grantee to pay Grantor within thirty (30) days after written demand an additional purchase price for the Property or portion thereof computed as described below, together with interest thereon at the maximum contract rate then permitted by law accruing from and after the occurrence of any such violation until the date of actual payment. No failure by Grantor to exercise its rights to require such payment, and no prior exercise of such as to a continuing or previous violation, shall constitute a waiver of Grantor's rights to require such payment at any later time or times while the CC&R's are still in effect, and so long as any such violation may continue. In the event of any such election by Grantor, Grantee agrees to pay the additional purchase price as described herein.

(1) Determination of Additional Purchase Price. The additional purchase price resulting from a violation of the CC&R's identified in this Section 3.2(c)(ii)(D) shall be determined by calculating the difference between the following items and adding thereto the aforementioned interest accruing from the date of occurrence of any such violation to the date of payment of such additional price:

a. The then "highest fair market value" of the Property or portion thereof which is being used, developed, subdivided, rezoned or otherwise affected in violation of the CC&R's described above; minus




b. The original cash consideration paid by Grantee to Grantor to purchase the Property or said portion.

The additional purchase price shall be due within thirty (30) days after the date of notification to Grantee by Grantor or such later date as the "highest fair market value" is determined. As used herein, the term "highest fair market value" shall mean the value of the Property (not including the value of any improvements constructed thereon by Grantee), without taking into consideration any of the restrictions or limitations imposed under these CC&R's (but, instead, basing such value on the highest and best use for the Property under the applicable zoning ordinances), as mutually determined by the parties hereto. If Grantor and Grantee shall not have agreed to the applicable market values within thirty (30) days after the date Grantor gives Grantee notice that additional purchase price is or may be payable, then the following arbitration procedure shall apply:

(ww) Grantor shall within an additional thirty (30) days, at Grantor's cost, deliver to Grantee a written appraisal of the applicable highest fair market value with which Grantor agrees, prepared by an independent qualified appraiser ("Grantor's Appraisal"). The term "independent qualified appraiser" as used in this Section shall mean a professional independent appraiser who is a Member of the Appraisal Institute (M.A.I. or S.R.E.A.) or another recognized association of appraisers, or a similar association of real estate appraisers that has adopted rules and regulations governing the professional conduct and ethics of its members requiring independent appraisals without bias to any party or to any result, or has such other education and experience so as to be considered qualified by both parties.

(xx) If Grantee does not agree with Grantor's Appraisal, Grantee shall notify Grantor in writing of such disagreement in writing within ten (10) days after receipt of Grantor's Appraisal. Within thirty (30) days of such notice, Grantee shall at its cost deliver to Grantor a written appraisal of the applicable highest market value with which Grantee agrees, prepared by an independent qualified appraiser ("Grantee's Appraisal"). If Grantee fails to deliver Grantee's Appraisal within the time provided, or if Grantee's Appraisal of fair market value is higher than or equal to that contained in Grantor's Appraisal, then Grantor's Appraisal shall constitute the final and binding determination of the applicable fair market value.

(yy) If Grantee's Appraisal is delivered to Grantor within the time provided and is lower than Grantor's Appraisal, and if Grantor and Grantee cannot then agree as to the applicable highest fair market value within ten (10) days after delivery of Grantee's Appraisal to Grantor, then Grantor and Grantee shall within ten (10) days thereafter mutually agree on a third independent qualified appraiser acceptable to them to make an independent determination of the applicable highest fair market value (the "Final Appraisal"). Such Final Appraisal shall be delivered to Grantor and Grantee within thirty (30) days of the selection of the third appraiser. If Grantor and Grantee do not agree on a third independent qualified appraiser acceptable to them as specified above, then such third appraiser shall be appointed in accordance with the provisions of California Code of Civil Procedure Section 1281.6, or any successor statute, and in such event the independent



determination of the highest fair market value made by the third appraiser so appointed shall be the "Final Appraisal." If the third appraiser must be appointed pursuant to the provisions of the California Code of Civil Procedure Section 1281.6, or any successor statute, Grantor shall file a petition to appoint the third appraiser with the Superior Court of Orange County, California ("Court"), and shall set the hearing on the petition on the earliest date permitted by the Court's calendar and by the applicable notice period required by law. Grantor and Grantee shall share equally the cost of the Final Appraisal. If the Final Appraisal states a highest fair market value between that of Grantor's Appraisal and Grantee's Appraisal, the Final Appraisal shall be the final and binding determination of the applicable market value. If the fair market value established in the Final Appraisal is higher than (1) the fair market value established in Grantor's Appraisal or lower than (2) the fair market value established in Grantee's Appraisal, or equal to either, then the final determination of the applicable fair market value shall be (1) or (2) depending upon which one is equal or closer to the fair market value established in the Final Appraisal.

(zz) The procedure set forth above for determining the applicable market value shall be the exclusive procedure therefor and shall be final, binding and nonappealable unless expressly waived by both parties in writing. It is the responsibility of Grantee to ensure that this procedure for determining highest fair market value is instituted in sufficient time to satisfy any commitments, agreements or needs of Grantee.

(2) Use Restriction Modification. Upon payment to Grantor of an additional purchase price in accordance with this Section, the permitted use under Section 3.1(a) of these CC&R's as it applies to that portion of the Property as to which an additional purchase price was paid only, shall be automatically amended to also permit the use, development, subdivision or rezoning which constituted the violation of the CC&R's upon which the requirement to pay additional purchase price was based. Upon payment of the additional purchase price, Grantor and Grantee shall execute and record a written agreement as appropriate to give notice of the aforescribed amendment.

(d) Waiver. No waiver by Grantor of a breach of any of the CC&R's by Grantee and no failure to enforce any of the CC&R's shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of the CC&R's. No waiver of any breach or default of Grantee hereunder shall be implied from any delay or failure by Grantor to take any action on account of such breach or default, whether or not such breach or default persists or is repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by Grantor to or of any act by Grantee requiring Grantor's consent or approval shall not be deemed to waive or render unnecessary Grantor's consent or approval to or of any subsequent similar acts by Grantee.

(e) Rights of Lenders. No breach or violation of the CC&R's shall defeat or render invalid the lien of any mortgage, deed of trust or similar instrument securing a loan made in good faith and for value with respect to the purchase, development or permanent financing of the Property or any portion thereof; provided, that all of the CC&R's shall be binding upon and effective against any subsequent owner of the Property or portion thereof

whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise pursuant to such lien rights.

(f) Assignment by Grantor. Any and all of the rights, powers and duties of Grantor herein contained may be assigned to any Successor Covenantee which will assume the duties of Grantor pertaining to the particular rights, powers and duties assigned, and upon any such person or entity evidencing its consent in writing to accept such assignment and assume such duties, such Successor Covenantee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein.

(g) Application to Grantor. Notwithstanding anything to the contrary in this instrument, if Grantor reacquires title to the Property or any portion thereof at any time after the date hereof, the CC&R's shall upon recordation in the Office of the Orange County Recorder of a notice of termination executed by Grantor cease and terminate and be of no further force or effect as to Grantor and such property, effective as of the date of such recordation.

(h) Termination or Amendment. Except as specifically provided herein concerning (i) additional descriptions and/or depictions of all or portions of the Benefitted Property, (ii) substitutions or additions to the IAC Benefitted Property and (iii) reacquisition of the Property by Grantor, the CC&R's may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Orange County Recorder of a proper instrument duly executed and acknowledged by Grantor (or a Successor Covenantee, if applicable) to that effect; provided, however, that the CC&R's set forth in subsection 3.1(b)(ii) above may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Orange County Recorder of a proper instrument duly executed and acknowledged by Grantor and IAC to that effect.

(i) Attorneys' Fees. In the event any declaratory or other legal or equitable action is instituted between Lessor and Lessee in connection with this Grant Deed, then the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

(j) Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and either (a) delivered in person, (b) delivered by Federal Express, private commercial delivery or courier service for next business day delivery, or (c) deposited in the United States mail in the County of Orange, State of California, duly certified or registered, return receipt requested, with postage prepaid, all or any of which must be addressed to the party for whom intended, as follows:

If To Grantor: THE IRVINE COMPANY
c/o Irvine Land Management
550 Newport Center Drive, 2nd Floor
Newport Beach, CA 92660
Attention: President
Fax No.: (714) 720-2421

And a Copy To: THE IRVINE COMPANY
c/o Land Development Companies
550 Newport Center Drive, 5th Floor
Newport Beach, CA 92660
Attention: General Counsel/Land Development
Companies
Fax No.: (714) 720-0896

If To Lessee: ORANGE COUNTY SHERIFF-CORONER
P.O. Box 4423
Santa Ana, CA 92702
Attention: Sheriff-Coroner
Fax No.: (714) 550-9223

With a Copy To: County of Orange
Environmental Management Agency
300 N. Flower Street, 8th Floor
Santa Ana, CA 92702
Attention: Deputy Director
Fax No.: (714) 834-2395

And a Copy To: County of Orange
County Counsel's Office
Hall of Administration
Santa Ana, CA 92702
Fax No.: (714) 834-2359

Notice may also be given by facsimile transmission ("Fax") to any party at the respective Fax number given above and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or Fax number listed above.

(k) Gender and Number. In this Grant Deed (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

(l) Captions. The captions used herein are for convenience only and are to a part of this Grant Deed and do not in any way limit or amplify the terms and provisions hereof.

(m) Governing Law and Venue. This Grant Deed has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Grant Deed or such other documents, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court.

(n) Invalidity of Provision. If any provision of this Grant Deed as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other circumstances different from those adjudicated by the court, or the validity or enforceability of this instrument as a whole.

(o) Waiver of Jury Trial. GRANTOR AND GRANTEE EACH ACKNOWLEDGES THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND EACH PARTY, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON OR WITH REGARD TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GRANT DEED, THE USE OR OCCUPANCY OF THE LEASED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

(p) Resolution of Contractual Uncertainties. Both Grantor and Grantee, with the assistance of their respective counsel, have actively negotiated the terms and provisions of this Grant Deed. Therefore, Grantor and Grantee waive the effect of California Civil Code Section 1654 which interprets uncertainties in a contract against the party who drafted the contract.

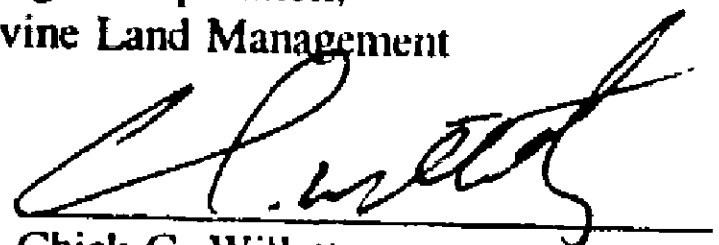
3.3 Exhibits. The Exhibits to this Grant Deed are incorporated herein by this reference.

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

Dated: September 18, 1996

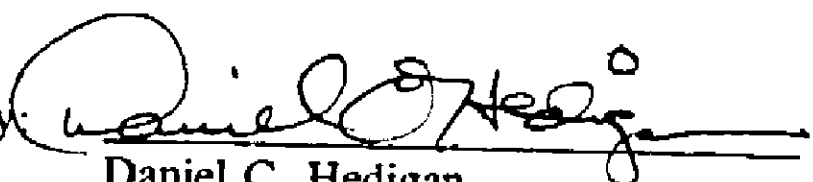
THE IRVINE COMPANY,
a Michigan corporation,
dba Irvine Land Management

By:



Chick C. Willette
President, Irvine Land Management,
a division of The Irvine Company

By:



Daniel C. Hedigan
Assistant Secretary,
The Irvine Company

"Grantor"

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Grant Deed to the County of Orange, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Orange, pursuant to authority conferred by resolution of the said Board of Supervisors adopted on November 4, 1975, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 11/21/96

By: William E. Price

Title: Manager, EMA Property
GSA/Real Estate

APPROVALS

Approved as to form
County Counsel

By: [Signature]

Date: 9/25/96

Description Compared

By: [Signature]

Date: Sept. 20, 1996.

ATTACHMENTS

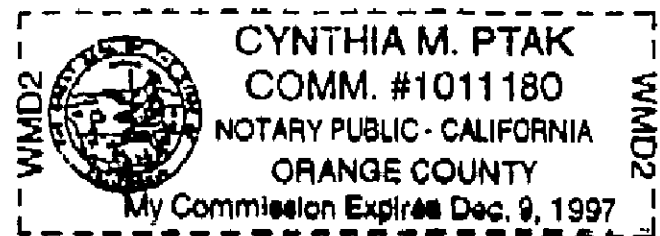
- I Legal Description of Property
- II Dedication Area
- III Benefitted Property
- IV IAC Benefitted Property

STATE OF CALIFORNIA,)
COUNTY OF ORANGE) ss.

On September 19, 1996, before me, Cynthia M. Ptak a notary public
in and for the said state, personally appeared Chick C. Willette, President, Irvine Land
Management, and Daniel C. Hedigan, Assistant Secretary, The Irvine Company
personally known to me (or 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.

WITNESS my hand and official seal.

Signature: Cynthia M. Ptak



JUL 19 '96 08:35AM EMA PROPERTY SERVICES

P.2

DESCRIPTION OF PROPERTY

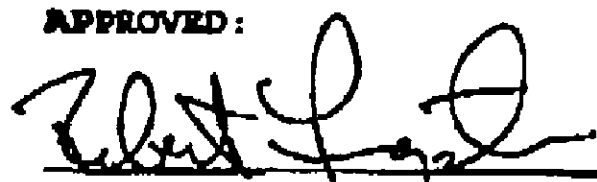
LEGAL DESCRIPTION

Project: JAMES A. MUSICK INDUSTRIAL FARM
Project NO.: GA1134
PARCEL NO.: 102

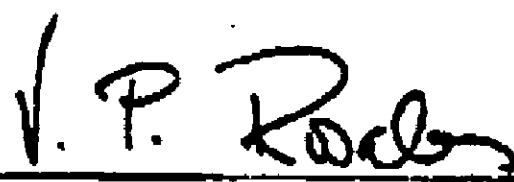
Those portions of Lots 299 and 300 in Block 174 of Irvine's Subdivision, as shown on a map recorded in book 1, page 88 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the northerly corner of that certain 100 acre parcel of land shown on a map recorded in book 54, page 14 of Record of Surveys; thence along the northwesterly line of said parcel of land, $S.56^{\circ}45'21"W.$, 629.08 feet to a point, said point being the easterly corner of that certain parcel of land described in a deed to the Irvine Ranch Water District recorded in book 12057, page 1904 of Official Records; thence $N.49^{\circ}17'30"W.$, 394.80 feet to a point on the southeasterly line of Parcel 5A as described in that certain decree on declaration of taking recorded in book 2367, page 100 of Official Records; thence along said line, $N.70^{\circ}31'32"E.$, 696.82 feet to a point on the southwesterly line of Parcel 5 as described in said decree above-mentioned; thence Southeasterly, along said southwesterly line of Parcel 5 of the Point of Beginning.

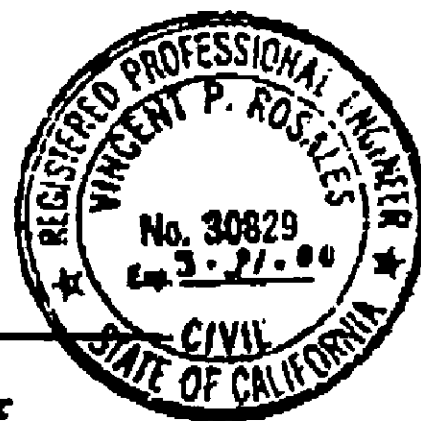
APPROVED:



ROBERT LIVINGSTON, Chief
Right-of-Way Engineering Section



V. P. ROSALES
Registered Civil Engineer
Certificate No. 30829
Expiration Date: March 31, 2000

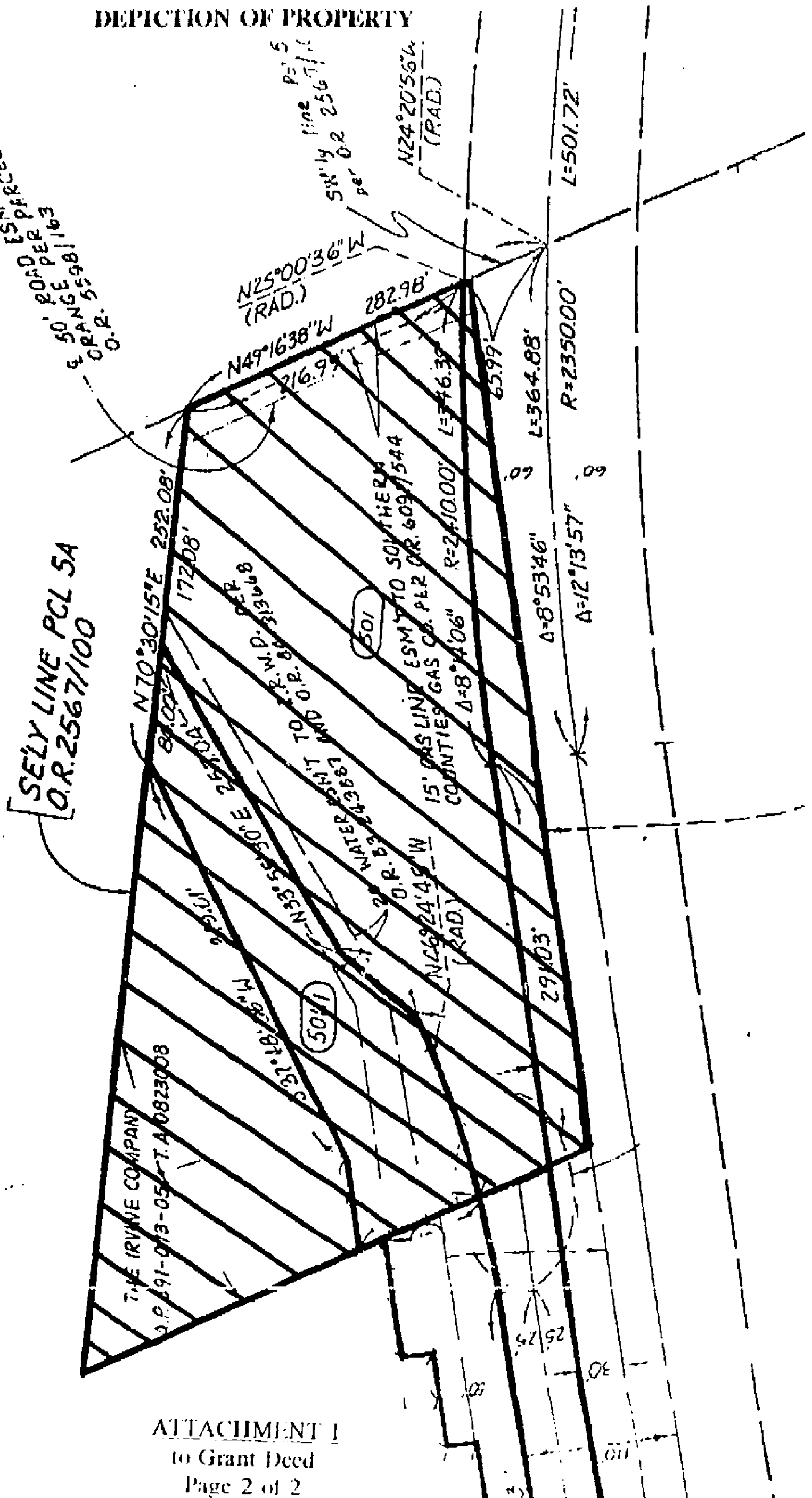


DB: 6070215475753

Form CE4

ATTACHMENT I
to Grant Deed
Page 1 of 2

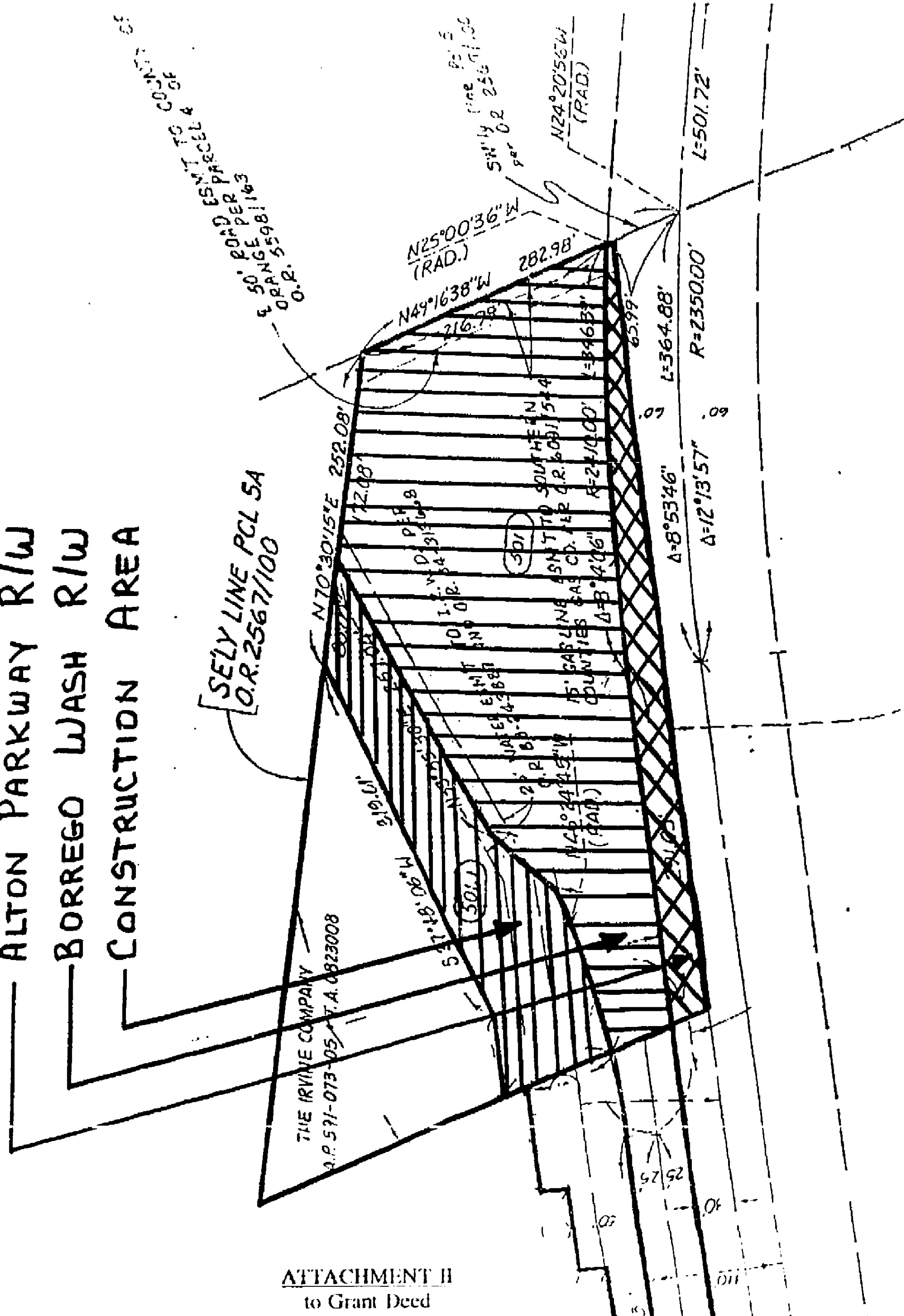
RECEIVED
COUNTY OF
SANTA CRUZ
JAN 5 1963



ATTACHMENT 1
to Grant Deed
Page 2 of 2

ALTON PARKWAY R/W
BORRERO WASH R/W
CONSTRUCTION AREA

ATTACHMENT II
to Grant Deed



DESCRIPTION OF BENEFITTED PROPERTY

That certain real property in the City of Irvine, County of Orange, State of California, described as follows:

Parcel A (Alton Square)

Parcel 9, as per map filed in Book 135, Pages 11 to 15, inclusive, of Parcel Maps, Records of Orange County.

Parcel B (The Crossroads Shopping Center)

Parcels 3 through 7, inclusive, and A and B of Parcel Map No. 86-138 recorded in Book 215, Pages 18 through 21, inclusive, of Parcel Maps, Official Records of Orange County; and Parcels 1, 2, 8, 9, 10, A, B, C, D and E as shown on Exhibit A to that certain Lot Line Adjustment No. 87-LLA-0068 recorded on November 16, 1987 as Instrument No. 87-64803, Official Records of Orange County.

Parcel C (Woodbridge Shopping Center)

Parcels 1 through 7, inclusive, as shown on a map recorded in Book 113, Pages 28 through 30, inclusive, of Parcel Maps, Official Records of Orange County.

Parcel D (Tustin Market Place)

Lot 1 and 7 of Tract No. 13556, in the City of Tustin, County of Orange, State of California, as per Map recorded in Book 616, Pages 10 to 17, inclusive, of Miscellaneous Maps, in the office of the County Recorder of said County together with Parcels 1 through 8 of that certain Lot Line Adjustment No. 89-2, recorded on November 15, 1989 as Instrument No. 89-614872, in the Office of the County Recorder of said County; and

Lots 1 to 7, inclusive, of Tract No. 13557, in the City of Tustin, County of Orange, State of California, as per Map recorded in Book 639, Pages 31 to 37, inclusive, of Miscellaneous Maps, in the office of the County Recorder of said County.

Parcel E (Shady Canyon)

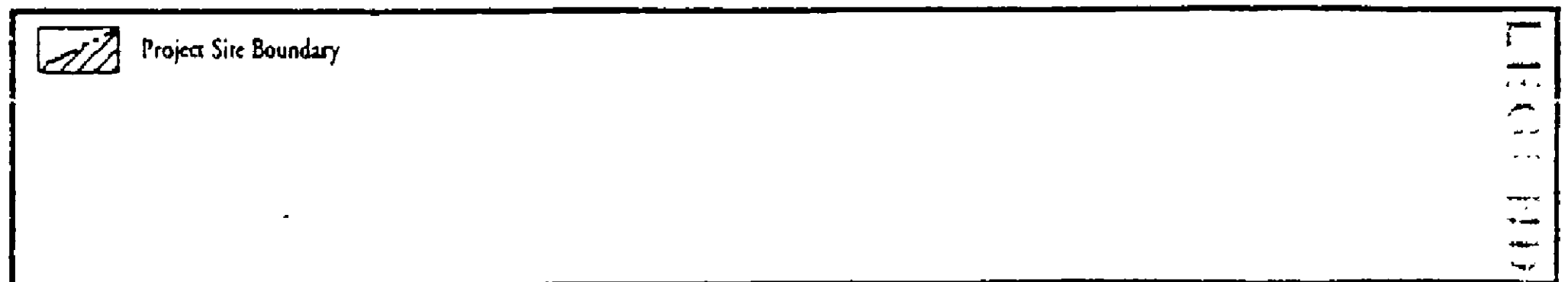
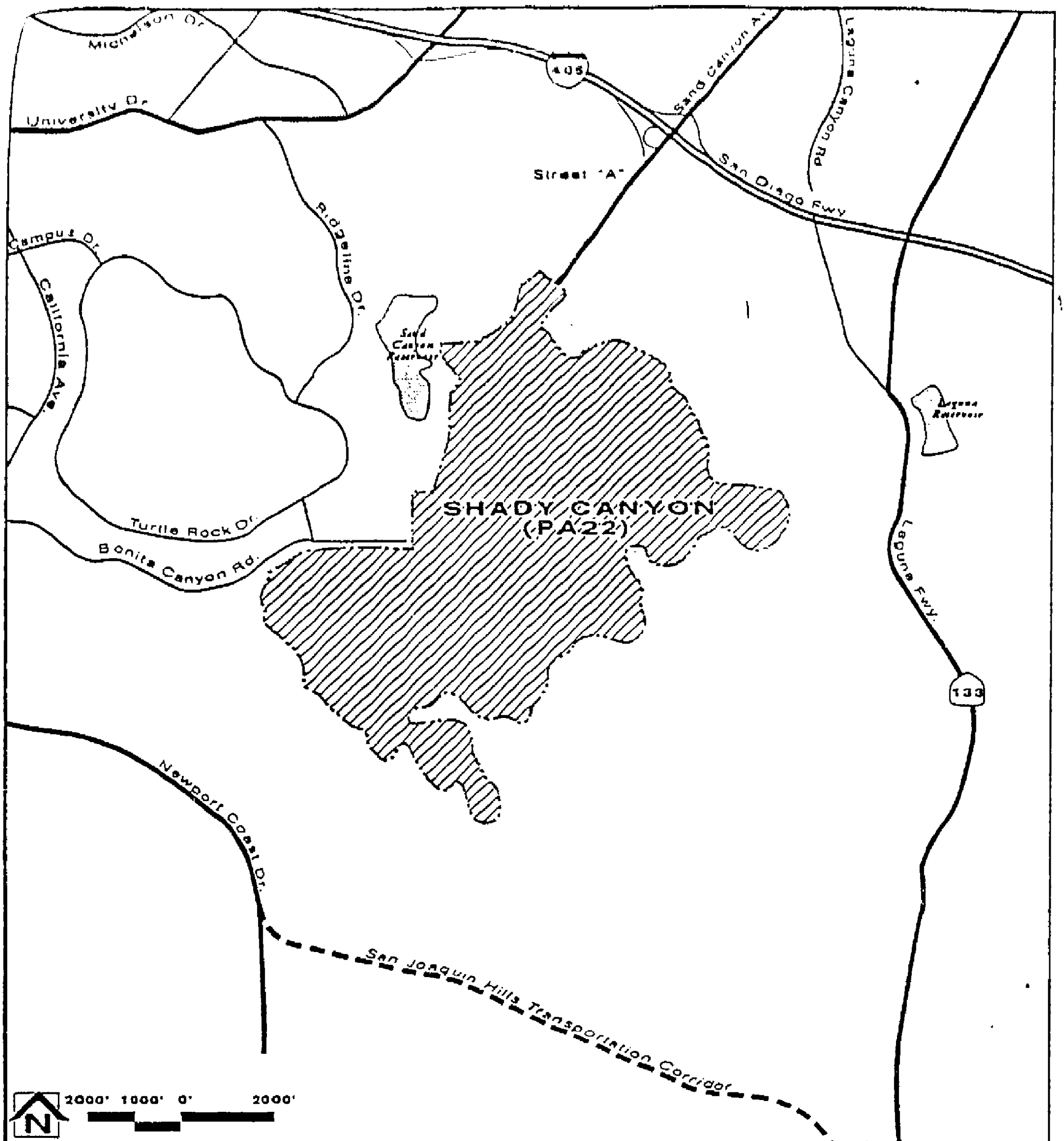
That property located in the City of Irvine, County of Orange, California described generally as "Shady Canyon," as such property is shown on the map attached as Exhibit "i" hereto.

Parcel F (Oak Creek)

That portion of the following property which is owned by The Irvine Company as of the date hereof: the real property located in the City of Irvine, County of Orange, California, bounded on the northeast by the I-5 (Santa Ana) Freeway, on the southeast by San Canyon Road, on the southwest by the I-405 (San Diego) Freeway, and on the northwest by Jeffrey Road, as such property is shown on the map attached as Exhibit "ii" hereto.

Parcel G (Miscellaneous)

All other property owned by Grantor in the County of Orange, California, as of the date this Grant Deed is recorded.



Michael Brandman Associates

00060016 • 3/95

SHADY CANYON Exhibit "i" to ATTACHMENT III

DESCRIPTION OF IAC BENEFITTED PROPERTY

Those certain parcels of land in the City of Irvine, County of Orange, State of California, being described as follows:

Parcel A (Cross Creek Apartments)

Parcel 1 of Parcel Map No. 84-0603, as shown on a map recorded in Book 191, Pages 29 to 31 inclusive, of Parcel Maps, Records of said County.

Parcel B (Cedar Creek Apartments)

Lot 1 of Tract No. 11978, as shown on a map recorded in Book 534, Pages 29 to 43 inclusive, of Miscellaneous Maps, Records of said County.

Parcel C (Orchard Park Apartments)

All of Parcel Map 80-603 as shown on a map filed in Book 147, Pages 15 to 19 inclusive, of Parcel Maps, Records of Orange County, California.

Parcel D (San Leon Apartments)

Lot 1 of Tract 12351 as shown on a Map recorded in Book 547, Pages 11 to 15, inclusive, of Miscellaneous Maps, Official Records of Orange County, California.

Parcel E (San Carlo Apartments)

Lots 1 to 9, inclusive, and B to K, inclusive, of Tract 12669 as shown on a Map recorded in Book 612, Pages 14 to 19, inclusive, of Miscellaneous Maps, Official Records of Orange County, California.

Parcel F (Northwood Park Apartments)

Lot 3 of Tract 11614, as shown on a map recorded in Book 521, Pages 19 to 23 inclusive, of Miscellaneous Maps, Records of Orange County, California.

Parcel G (Northwood Place Apartments)

Lots 3 and 4 of Tract 12151, as shown on a map recorded in Book 544, Pages 36 to 41, inclusive, of Miscellaneous Maps, Records of Orange County, California.