

MCAS EL TORO QUITCLAIM DEED
CARVE-OUT PARCELS II-Q and II-F-1

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**Recording requested by and
when recorded mail to:**

Heritage Fields El Toro, LLC
c/o Five Point Communities Management, Inc.
25 Enterprise , Suite 400
Aliso Viejo, CA 92656
Attn: General Counsel

Space Above This Line Reserved for Recorder's Use

**QUITCLAIM DEED AND ENVIRONMENTAL
RESTRICTION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1471
FOR CARVE-OUT PARCELS II-Q AND II-F-1**

This QUITCLAIM DEED is made this 19th day of September 2012, by the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, (the "GRANTOR," "Navy," "DON," or "United States") in favor of HERITAGE FIELDS EL TORO, LLC, a Delaware Limited Liability Company (the "GRANTEE").

RECITALS:

"The value of the property in this conveyance, exclusive of liens and encumbrances is \$100 or less, and there is no additional consideration received by the grantor, R & T 11911"

WHEREAS:

A. The GRANTEE has agreed to accept conveyance from the GRANTOR of a portion of the former Marine Corps Air Station El Toro, ("MCAS El Toro") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS El Toro to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS El Toro to be conveyed to GRANTEE that are necessary to provide the covenant required

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by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS El Toro to be conveyed to GRANTEE is suitable for transfer pursuant to a Finding of Suitability to Transfer #7 ("FOST #7") dated August 3, 2012. The FOST #7 references an Environmental Baseline Survey (EBS) report, and both reference environmental conditions on such property. The FOST #7 sets forth the basis of the GRANTOR's determination that a portion of the MCAS El Toro, including such property, is suitable for transfer pursuant to 42 U.S.C Section 9620(h)(3); and

E. On August 22, 2012, the GRANTOR entered into a Covenant and Environmental Restriction on Property ("CERP") with the California Water Boards, Santa Ana Regional Water Quality Control Board ("Board"). The CERP sets forth required restrictions on the future use of the Property (defined below). GRANTEE has received copies of the FOST #7, EBS, and the CERP, has reviewed them and is familiar with the information, restrictions and conditions contained therein; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the property being conveyed hereunder to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 110.161 acres, more or less (hereinafter "Property"), as more particularly described as Carve-out Parcel II-Q and II-F-1 in Exhibit "A," attached hereto and by this reference made a part hereof.

I. TOGETHER WITH:

All of GRANTOR's right, title, and interest in and to 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 all other improvements on the Property; all hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto; and all rights to minerals, gas, oil, and water.

II. RESERVING UNTO THE GRANTOR:

A. GRANTOR, for itself and for its successors and assigns, hereby reserves a perpetual and assignable non-exclusive Easement for ingress, egress, installation, operation, maintenance, and repair of all utilities, on, across, over, above or under the Property and utility lines located on the Property, or those portions thereof, extending to or from the properties which remain in the control of the GRANTOR as of the effective date of this Quitclaim Deed ("the Remaining Lands").

In exercising this right of access, GRANTOR shall provide the GRANTEE, its successors/assigns/transferees, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. In exercising this right of access, GRANTOR shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors/assigns/transferees', as the case may be, quiet enjoyment of the Property and so as not to unreasonably interfere with GRANTEE's and the GRANTEE's successors/assigns/transferees', as the case may be, operations on or other uses of the Property. At the completion of the work, the site shall be reasonably restored.

B. To the extent the aforementioned rights of access or utility lines are abandoned after the date of this conveyance or otherwise cease to provide access or utilities to the Remaining Lands, and GRANTOR determines said access or utilities continue to be required, said Easement shall be on, across, over, above or under such other improved or unimproved property provided by the GRANTEE, or its successor and assigns, at no cost to GRANTOR, as required to provide equivalent ingress and egress and utilities rights-of-way to the Remaining Lands. In the event GRANTOR determines that utilities or access to the Remaining Lands are no longer required by GRANTOR, or are otherwise available without exercise of the rights reserved hereunder, any rights under said Easement pertaining solely to the Remaining Lands, shall automatically terminate.

III. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

A. The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record or not of record.

B. FOST #7 has been completed and an EBS report is referenced in the FOST #7. The FOST #7 and EBS reference environmental conditions on the Property and on other property not subject to this Quitclaim Deed. The FOST #7 finds that all remedial

actions necessary to protect human health and the environment with respect to hazardous substances (as that clause is used in Section 120(h)(3)(A)(ii) and (B) of the CERCLA (42 U.S.C. Section 9620(h)(3))) have been completed with respect to the Property GRANTEE acknowledges that it has received copies of the EBS and the FOST #7; that it is aware of and understands the notifications therein; and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

C. Except as otherwise provided herein, or as otherwise provided by law, the GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on the part of the GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions to the Property or improvements thereon. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to section III.D below, the GRANTEE further acknowledges that the GRANTOR shall not be liable for any latent or patent defects in the Property or improvements thereon, except to the extent required by applicable law.

D. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)): For the Property, the GRANTOR provides the following notice, description, and covenants and retains the following access rights:

1. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):** Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit "B," attached hereto and made a part hereof.

2. **Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):** Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit "B", attached hereto and made a part hereof.

3. **Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):** Pursuant to sections 120(h)(3)(A)(ii) and (B) of

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the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the GRANTOR warrants that:

(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this deed, and

(b) any additional remedial action found to be necessary after the date of this Quitclaim Deed shall be conducted by the United States.

4. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors/assigns/transferees, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors'/assigns'/transferees', as the case may be, quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against

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the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this clause shall be considered as a waiver by the GRANTEE and its successors/assigns/transferees, as the case may be, of any remedy available to them under the Federal Tort Claims Act.

E. Covenant and Environmental Restriction on Property (“CERP”) Parcel Carve-out II-Q are imposed on portions of Carve-Out II-Q, namely Carve-out Q-II-398 and Carve-out Q-II-TFA, as Areas Requiring Institutional Controls (“ARICs”). The boundaries of the ARICs are described and depicted on Exhibit “C,” attached and made a part hereof. Pursuant to California Civil Code § 1471, and in order to protect and effectuate an environmental remedy implemented on the ARICs pursuant to CERCLA, GRANTEE covenants and agrees on behalf of itself, and its successors and assigns, as a covenant running with land (the CERP), that the following land use restrictions shall apply to the Property:

The GRANTEE will refrain from the following acts within the ARICs without prior review and written approval from the GRANTOR and the Board, until cleanup objectives have been achieved:

1. Any activity that causes or facilitates the movement of known contaminated groundwater;
2. Alterations, disturbance, or removal of any component of a corrective action, including but not limited to, groundwater monitoring wells and associated equipment, or associated utilities;
3. Extraction of groundwater and installation of new groundwater wells; and
4. Removal of or damage to security features (for example, locks on monitoring wells, survey monuments, fencing, signs, or monitoring equipment and associated appurtenances).

F. Requirements for Land Use Inspection, Reporting, and Enforcement on ARICs Property:

1. GRANTEE and future transferees, during their term of ownership, must comply with all terms and conditions relating to land-use restrictions set forth in the CERP.

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2. GRANTEE and all future transferees, during their term of ownership, must notify prospective future transferees of all land use restrictions and access provisions set forth herein and in the CERP.

3. GRANTEE and future transferees, during their term of ownership, at least thirty (30) days prior to conveyance of the ARICs or any portions of the ARICs to any other person or entity, shall provide written notice to the GRANTOR and the Board of such intended conveyance. The notice shall describe the mechanism by which land use controls will continue to be implemented, maintained, inspected, reported, and enforced. Reference to the CERP shall be sufficient description of the mechanism. Nothing in this paragraph shall be construed to require the prior approval of GRANTOR or the Board to transfer the Property or any portion thereof, nor prevent GRANTEE from providing the notice required under this paragraph prior to taking ownership of the Property.

4. GRANTEE and future transferees, during their term of ownership, shall allow the DON, the Board, and their authorized agents, employees, contractors and subcontractors to enter the ARICs to conduct investigations, tests, or surveys; inspect field activities; or construct, operate, and maintain the remedial action described in the CERP, or undertake any other remedial response or remedial action as required or necessary under the cleanup program including but not limited to monitoring wells, extraction wells, and treatment facilities.

5. GRANTEE, its successors/assigns/transferees, during their term of ownership, shall perform annual site inspections to ensure that all CERP performance objectives are being complied with, report the results of those inspections to GRANTOR and the Board, and enforce the land use restrictions in Section E of this Quitclaim Deed. However, the GRANTOR shall retain the ultimate responsibility for remedy integrity.

6. **TERMINATION OF LAND USE RESTRICTIONS:** The GRANTEE, its successors/assigns/transferees, or any occupant with the written consent of the then owner of the Property, may apply to the Board for a termination of one or more of the restrictions in the Quitclaim Deed as they apply to all or any portion of the Property. If the Board determines that the land use restrictions are no longer necessary for the protection of human health and the environment, the Board shall provide to the GRANTEE, its successors/assigns/transferees, a release of the restriction in an appropriate form for recordation. No termination of the CERP shall extinguish or modify any covenants, assurances, or right of access provided pursuant to CERCLA section 120(h)(3) in any deed by which the GRANTOR conveys the Property.

G. Asbestos Containing Material Pertaining to Carve-Out Parcel II-Q.

1. The GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos containing materials ("ACM") have been found and are otherwise presumed to exist in buildings and structures on the

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Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2. The GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use, except for short-term tours and emergency maintenance, of buildings and structures, or portions thereof, containing known asbestos hazards or known ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, GRANTEE will comply with all applicable federal, state and local laws relating to asbestos and ACM.

3. The GRANTEE acknowledges that the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, its successors, assigns, employees, invitees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM in the structures on the Property, whether the GRANTEE, its successors or assigns, has properly warned, or failed to properly warn the persons injured.

H. Lead Based Paint ("LBP") Pertaining to Carve-out Parcel II-Q.

1. The GRANTEE is hereby notified that LBP is present in nonresidential buildings and structures within the Property conveyed hereunder either due to actual sampling or based on the age of construction (that is, whether the building or structure was constructed before the Consumer Product Safety Commission's 1978 ban on LBP for residential use). The Property conveyed hereunder contains buildings, and/or structures that were built prior to 1978 and may contain LBP. This in turn creates the possibility, through the action of normal weathering and maintenance that there may be lead from LBP in the soil surrounding these structures. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

2. The GRANTOR shall have no obligation for the demolition of nonresidential building or structures built prior to 1978. With respect to any such nonresidential buildings, structures, or facilities, which the GRANTEE intends to demolish or redevelop for residential use after conveyance, the GRANTEE may, under applicable law or regulation, be required by regulatory agencies to evaluate the soil adjacent to such nonresidential buildings and/or structures for soil-lead hazards, and to abate any such hazards that may be present, after demolition and prior to occupancy of any newly constructed residential structures.

3. The GRANTEE covenants and agrees that it shall prohibit residential occupancy and use of buildings and structures, or portions thereof, prior to identification

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and/or evaluation of any LBP hazards, and abatement of any hazards identified in accordance with all federal, state and local laws and other applicable requirements.

4. The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it shall comply with all federal, state, and local laws relating to LBP in its use and occupancy of the Property (including demolition and disposal of existing improvements). The GRANTEE shall hold harmless and indemnify the GRANTOR from and against any and all loss, judgment, claims, demands, expenses, or damages of whatever nature or kind which might arise or be made against the GRANTOR as a result of LBP having been present on the Property. Improvements on the Property were constructed prior to 1978 and, as with all such improvements, a LBP hazard may be present.

I. Access by State of California. Pursuant to California Civil code §1471, GRANTEE agrees on behalf of itself, and its successors and assigns, as a covenant running with the land, that the California Environmental Protection Agency Department of Toxic Substances Control (DTSC) and the Board, their officers, agents, employees, contractors and subcontractors, shall have the right to enter upon the Property to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment or containment facilities if corrective or remedial action is found to be necessary after the date of transfer and that GRANTEE shall allow the DTSC and the Board, their officers, agents, employees, contractors and subcontractors, to enter upon the Property for such purposes following reasonable notice. GRANTEE shall allow such entry by the DTSC and the Board, their officers, agents, employees, contractors and subcontractors, on the condition that the DTSC and the Board, their officers, agents, employees, contractors and subcontractors, use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors'/assigns'/transferees', as the case may be, quiet enjoyment of the Property and so as not to unreasonably interfere with GRANTEE'S and the GRANTEE'S successors'/assigns'/transferees' operations on or other uses of the Property. The land to be affected by said covenants shall be the Property or any portion thereof. GRANTEE and all successive owners of the Property or any portion thereof, and their assigns, are hereby bound by such covenants for the benefit of the State of California as the covenantees.

J. Flood Plain Notification: To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988, Floodplain Management, dated May 24, 1977, construction, development and other uses of that portion of the Property could be restricted by the standards and criteria of the National Flood Insurance Program of the Federal Emergency Management Agency, or other applicable regulations.

K. No Hazard To Air Navigation: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the

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Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, titled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

L. Notice of Pesticide Work: The Property may contain pesticide residue from pesticides that have been applied in the management of the Property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.

V. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

VI. NOTICES: Notices shall be deemed sufficient under this Quitclaim Deed if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the GRANTEE:	Heritage Fields El Toro, LLC c/o Lennar Homes of California 25 Enterprise Aliso Viejo, CA 92656 Attn: Division President
If to GRANTOR:	Department of the Navy BRAC Program Management Office, West 1455 Frazee Road, Suite 900 San Diego, CA 92108-4310
If to U.S. EPA:	Ms. Mary T. Aycock Superfund Remedial Project Manager U.S. Environmental Protection Agency Region IX 75 Hawthorne Street, Mail code SFD-8-2 San Francisco, California 94105-3901

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If to RWQCB: Mr. Kurt V. Berchtold
Executive Officer
Regional Water Quality Control Board
3737 Main Street – Suite 500
Riverside, California 92501-3339

If to DTSC: Department of Toxic Substances Control
Southern California Region
5796 Corporate Avenue
Cypress, California 90630
Attention: Performance Manager

VI. EXHIBITS. The following exhibits are attached hereto and made a part of this Quitclaim Deed:

Exhibit "A" Legal Description and Plats of Properties

Exhibit "B" Hazardous Substances Notification and Remedial Action
Taken Table

Exhibit "C" Legal Descriptions and Plats of ARICs

[Signature Page Follows]

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IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy,

By: Esther P. Ewell
ESTHER P. EWELL
Real Estate Contracting Officer

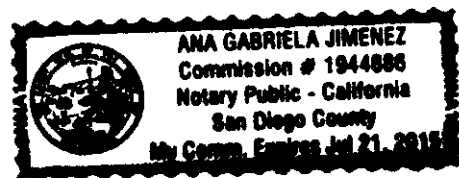
STATE OF CALIFORNIA
COUNTY OF San Diego

On September 19, 2012 before me, Ana Gabriela Jimenez, Notary Public, personally appeared Esther P. Ewell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature] (seal)



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ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

(GRANTEE)

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

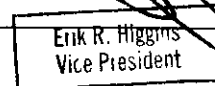
By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

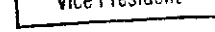
By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Lennar Heritage Fields, LLC,
a California limited liability company
Its: Administrative Member

By: Lennar Homes of California, Inc.,
a California corporation
Its: Sole Member

By: 

Print Name: 

Print Title: 

Dated: 9-18-12

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STATE OF CALIFORNIA
COUNTY OF ORANGE

On SEPTEMBER 12, 2012 before me, JERILYN BAGWELL, Notary Public, personally appeared ERIK R. HIGGINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

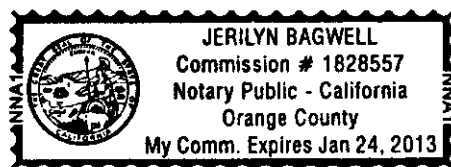
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Jerilyn Bagwell

(seal)



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Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: _____

Commission Number: _____

Commissioned in: _____

Date Commission Expires: _____

Notary Telephone Number: _____

Date: _____

Signature

Date

Firm Name (if any)

PSOMAS

Exhibit "A" to N4769212RP12P67
Legal Description & Plat
of Carve-out Parcel II-Q

LEGAL DESCRIPTION

PARCEL II-Q

In the City of Irvine, County of Orange, State of California, being that portion of Lot 277 of Block 141 and Lots 273, 274, 275 and 276 of Block 154 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, of Records of Survey, records of said County, described as follows:

Commencing at the southeasterly terminus of that certain course in the northeasterly boundary of said property described as "North 49°22'54" West 3556.41 feet" as shown on sheet 10 of said Record of Survey; thence South 24°31'01" West 2306.52 feet to the **True Point of Beginning**; thence South 33°07'51" East 236.96 feet; thence South 48°44'25" East 236.30 feet; thence North 83°39'35" East 20.27 feet; thence South 49°45'07" East 639.12 to the beginning of a curve concave southwesterly having a radius of 700.00 feet; thence southeasterly along said curve 27.98 feet though a central angle of 2°17'25" feet, a radial bearing to said point bears North 42°32'18" East; thence South 49°12'10" West 279.35 feet; thence South 79°18'27" East 927.04 feet; thence South 86°44'52" East 1242.24 feet; thence South 9°47'54" East 102.65 feet; thence North 86°44'52" West 1271.92 feet; thence North 79°18'27" West 1013.11 feet; thence South 49°12'10" West 294.82 feet; thence North 89°43'16" West 2661.43 feet; thence North 0°38'11" East 1918.79 feet; thence North 57°43'10" East 267.60 feet; thence South 35°18'40" East 366.47 feet; thence North 64°39'14" East 261.01 feet; thence South 32°16'50" East 67.80 feet; thence South 57°43'10" West 232.50 feet; thence South 32°16'50" East 1039.17 feet; thence North 62°29'27" East 459.83 feet; thence North 57°46'16" East 254.27 feet; thence South 32°13'44" East 107.30 feet; thence North 57°46'16" East 301.89 feet; thence South 32°13'44" East 179.46 feet; thence North 57°46'16" East 278.47 feet to the **True Point of Beginning**.

Excepting that portion lying southeasterly of the southwesterly prolongation of the aforementioned line having a bearing and distance of South 49°12'10" West 279.35 feet,

Page 1 of 2

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3/10/2006 9:22:56 AM

PSOMAS

EXHIBIT A TO N4709212RP12P07
Legal Description & Plat
of Carve-out Parcel II-Q

said line terminating southwesterly in the northeasterly terminus of the aforementioned
line having a bearing and distance of South 49°12'10" West 294.82 feet.

Containing 83.702 acres (3,646,058 square feet), more or less

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

As shown on exhibit attached hereto and made a part hereof.

This real property description has been prepared by me or under my direction, in
conformance with the Professional Land Surveyor's Act.

Peter J. Fitzpatrick

Peter J. Fitzpatrick

March 12, 2006

Date

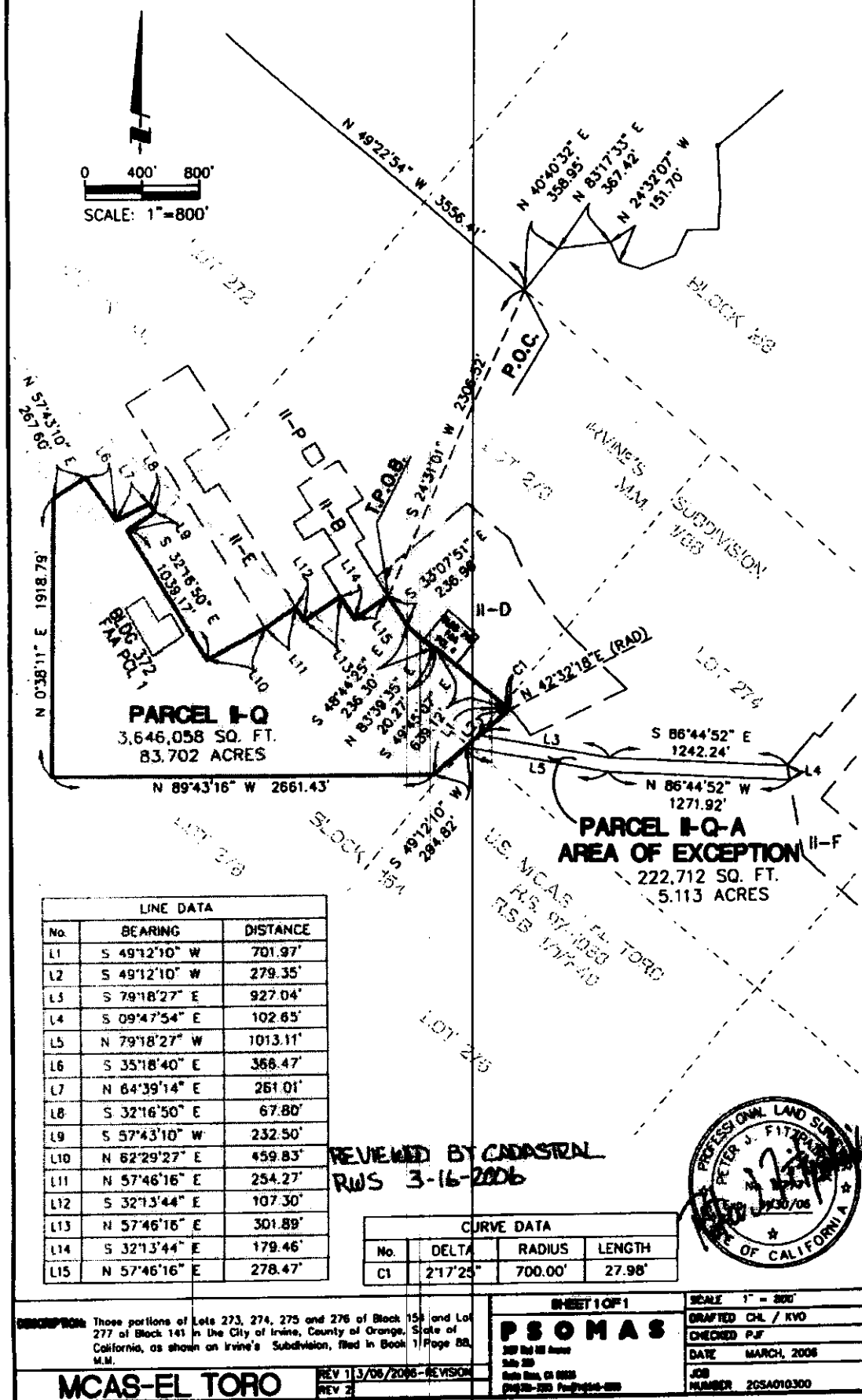


REVIEWED BY CADASTRAL

RWS 3-16-2006

Page 2 of 2

**Exhibit "A" to N4769212RP12P67
Legal Description & Plat
of Carve-out Parcel II-Q**



Nov 2 2006 - 11:30:04 DWG Name: M:\265A019300\survey\exhibit\A-H-Q.dwg Updated By: Koffenberg

EXHIBIT 'A'

LEGAL DESCRIPTION

Parcel II-F-1

In the City of Irvine, County of Orange, State of California, being Parcel II-F as described in the Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records of said county, excepting therefrom that portion lying northerly and northeasterly of the following described line:

BEGINNING at the northerly terminus of that course in the westerly line of said Parcel II-F having a bearing and distance of "North 09°47'54" West 607.30 feet"; thence South 46°55'13" East 322.18 feet to the southwesterly terminus of that course in the easterly line of said Parcel II-F having a bearing and distance of "South 40°22'44" West 1009.86 feet".

Also excepting that portion lying easterly of the following described line:

BEGINNING at the southeasterly terminus of that course in the southwesterly line of said Parcel II-F having a bearing and distance of "North 47°33'55" West 2699.53 feet"; thence North 09°01'00" East 510.88 feet to the northeasterly line of said Parcel II-F.

Containing 26.459 acres.

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

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

PSOMAS

**Exhibit "A" to N4769212RP12P67
Legal Description & Plat
of Carve-out Parcel II-F-1**

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

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

Jeremy L. Evans
Jeremy L. Evans, PLS 5282

5.1.2012
Date



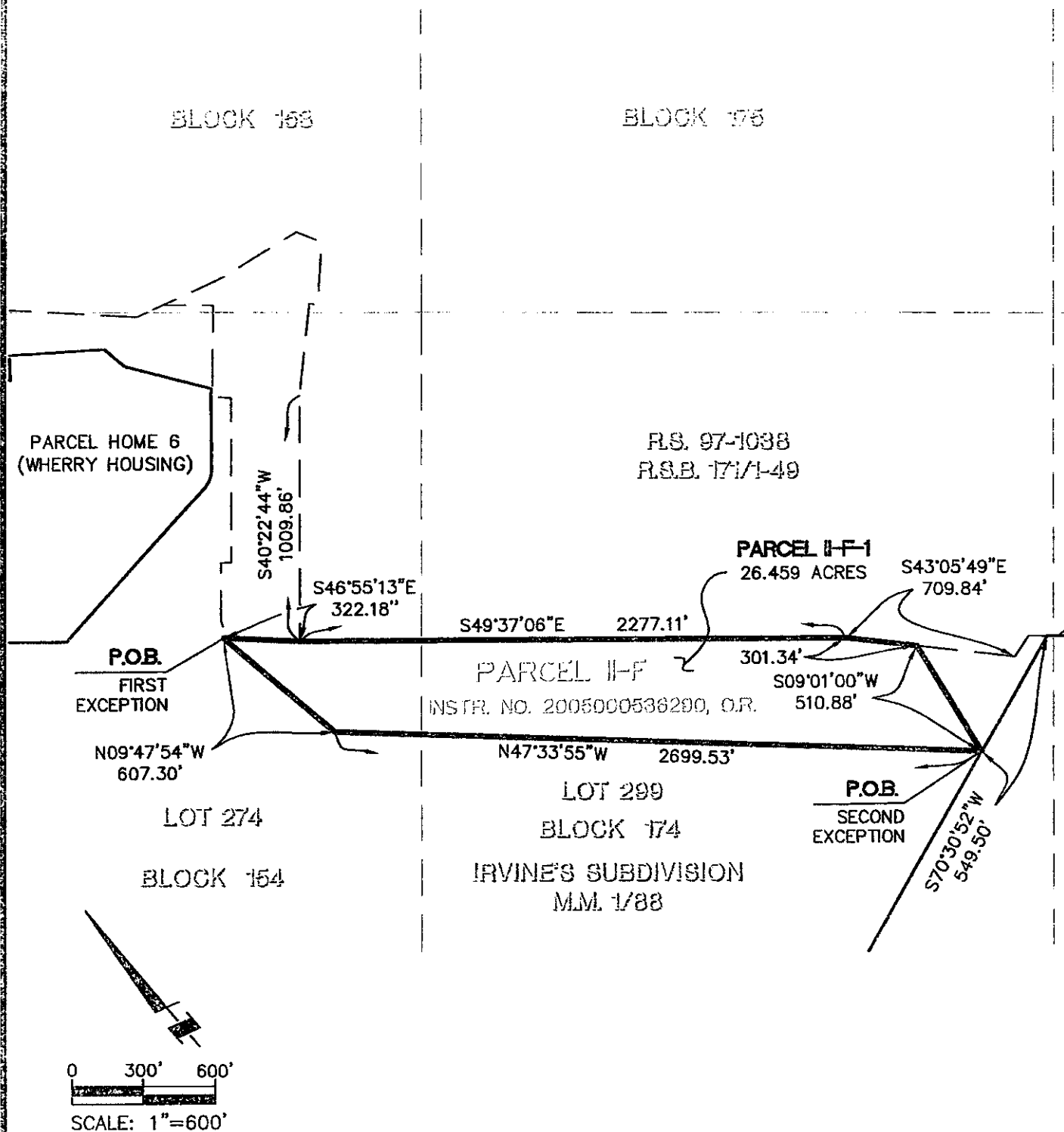
REVIEWED & ACCEPTED

RWS CADASTRAL

DATE 5/02/2012

EXHIBIT 'B'

Exhibit "A" to N4769212RP12P67
Legal Description & Plat
of Carve-out Parcel II-F-1



DESCRIPTION: A PORTION OF PARCEL II-F PER THE DOCUMENT
RECORDED JULY 12, 2005 AS INSTRUMENT
NO. 2005000536290 OF OFFICIAL RECORDS.

LOCATION: THE CITY OF IRVINE,
COUNTY OF ORANGE,
STATE OF CALIFORNIA

SHEET 1 OF 1

SCALE: 1" = 600'

DRAFTED: VQN

CHECKED: JLE

DATE: 03/23/2012

JOB NO.: 2ENV050200

PARCEL II-F-1

PSOMAS

3 Hutton Centre, #200
Santa Ana, California 92707
(714) 751-7373 www.psomas.com

August 2012

EXHIBIT B

Table of Hazardous Substances Notification and Remedial Action Taken, if Any

N4769212RP12P67

Carve-Out ID	Building/ Structure Number	Area Type ID	Hazardous Substances ^{(a)(b)}	Reportable Quantity (Lb/year) ^(c)	CAS Number	RCRA Waste Code	Dates of Operation	Activities Conducted at Site	CERCLA Remedial Action Taken
Carve-Out II-Q									
II-Q	114	PRL 114	Solvents	N/A	N/A	N/A	Unknown-1999	ND	No remedial action required.
II-Q	114	APHO 100	Unknown	N/A	N/A	N/A	Unknown-1999	ND	No remedial action required.
II-Q	114	PCB T14	PCBs	N/A	N/A	N/A	Unknown-1999	S	No remedial action required.
II-Q	114	RFA 13	Unknown	N/A	N/A	N/A	Unknown-1999	S	No remedial action required.
II-Q	125	PCB T20	PCBs	N/A	N/A	N/A	Unknown-1999	S	No remedial action required.
II-Q	125	PCB T21	PCBs	N/A	N/A	N/A	Unknown-1999	S	No remedial action required.
II-Q	127	PRL 127	Petroleum products and hazardous substances	N/A	N/A	N/A	Unknown-1999	ND	No remedial action required.
II-Q	127	RFA 40	Substances associated with drum storage areas	N/A	N/A	N/A	Unknown-1999	S	No remedial action required.
II-Q	127	RFA 41	Washwater from vehicles	N/A	N/A	N/A	Unknown-1999	D	No remedial action required.
II-Q	208	Non-Trans 208	PCBs	N/A	N/A	N/A	Unknown-1999	S	No remedial action required.
II-Q	235	PRL 235	Lead and other metals	N/A	N/A	N/A	Unknown-1999	ND	No remedial action required.
II-Q	372	PCB T58	PCBs	N/A	N/A	N/A	1954-1994	S	No remedial action required.

August 2012

EXHIBIT B

Table of Hazardous Substances Notification and Remedial Action Taken, If Any

N4769212RP12P67

Carve-Out ID	Building/ Structure Number	Area Type ID	Hazardous Substances ^{(a)(b)}	Reportable Quantity (Lb/year) ^(c)	CAS Number	RCRA Waste Code	Dates of Operation	Activities Conducted at Site	CERCLA Remedial Action Taken
II-Q	372	APHO 98	Unknown	N/A	N/A	N/A	Unknown- 1999	ND	No remedial action required.
II-Q	372	Non-Trans 372	PCBs	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	372	PRL 372	PCBs	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	378	PCB T60	PCBs	N/A	N/A	N/A	1954-1994	S	No remedial action required.
II-Q	Former JP5 Fueling Station 574	RFA 16	Washwater from vehicles	N/A	N/A	N/A	Unknown- 1999	D	No remedial action required.
II-Q	Former JP5 Fueling Station 575	RFA 257	Washwater from vehicles	N/A	N/A	N/A	Unknown- 1999	D	No remedial action required.
II-Q	Former JP5 Fueling Station 576	RFA 15	Washwater from vehicles	N/A	N/A	N/A	Unknown- 1999	D	No remedial action required.
II-Q	Former JP5 Fueling Station 577	RFA 258	Washwater from vehicles	N/A	N/A	N/A	Unknown- 1999	D	No remedial action required.

August 2012

EXHIBIT B

Table of Hazardous Substances Notification and Remedial Action Taken, If Any

N4769212RP12P67

Carve-Out ID	Building/ Structure Number	Area Type ID	Hazardous Substances ^{(a)(b)}	Reportable Quantity (Lb/year) ^(c)	CAS Number	RCRA Waste Code	Dates of Operation	Activities Conducted at Site	CERCLA Remedial Action Taken
II-Q	658	TAA 658	Substances associated with less than 90-day accumulation of wastes	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	658	AST 658	Ferrocene	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	658	OWS 658C	Oil/water	N/A	N/A	N/A	1972-1999	S	No remedial action required.
II-Q	658	OWS 658D	Oil/water	N/A	N/A	N/A	1995-1999	S	No remedial action required.
II-Q	658	OWS 658E	Oil/water	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	658	PRL 658	Waste JP5	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	658	PCB T89	PCBs	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	698	TAA 698	Substances associated with materials storage	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	716	UST 716A	Waste oil	N/A	N/A	N/A	1976-1998	S	No remedial action required.
II-Q	716	PRL 716	Waste JP5	N/A	N/A	N/A	Unknown- 1999	ND	No remedial action required.
II-Q	716	OWS 716B	Oil/oily water	N/A	N/A	N/A	1976-1988	S	No remedial action required.
II-Q	716	PCB T94	PCBs	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	747	PRL 747	Waste fuels	N/A	N/A	N/A	Unknown - 1999	ND	No remedial action required.

August 2012

EXHIBIT B

Table of Hazardous Substances Notification and Remedial Action Taken, If Any

N4769212RP12P67

Carve-Out ID	Building/ Structure Number	Area Type ID	Hazardous Substances ^{(a)(b)}	Reportable Quantity (Lb/year) ^(c)	CAS Number	RCRA Waste Code	Dates of Operation	Activities Conducted at Site	CERCLA Remedial Action Taken
II-Q	763	RFA 210	Solvents, waste oil	N/A	N/A	N/A	Unknown- 1999	D	No remedial action required.
II-Q	763	UST 763B	Waste oil	N/A	N/A	N/A	Unknown	S	No remedial action required.
II-Q	763	OWS 763A	Oily water	N/A	N/A	N/A	1982-1999	S	No remedial action required.
II-Q	779	TAA 779	Substances associated with less than 90-day accumulation of wastes	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	923	PRL 923	Drop tank rinse area	N/A	N/A	N/A	Unknown- 1999	S	No remedial action required.
II-Q	N/A	IRP 4	Ferrocene and oily discharges from Building 658	N/A	N/A	N/A	1983	R	No remedial action required.
II-Q	T-6	UST T-6	Waste JP5	N/A	N/A	N/A	1988-1996	S	No remedial action required.
II-Q	T-7	UST T-7	Waste JP5	N/A	N/A	N/A	1988-1998	S	No remedial action required.
II-Q	T-8	UST T-8	Waste JP5	N/A	N/A	N/A	1988-1998	S	No remedial action required.
II-Q	T-9	UST T-9	Waste JP5	N/A	N/A	N/A	1988-1997	S	No remedial action required.
II-Q	N/A	IRP 25	Substances associated with storm water discharges and drainage channels	N/A	N/A	N/A	Unknown- 1999	R	No remedial action required.

EXHIBIT B

Carve-Out ID	Building/ Structure Number	Area Type ID	Hazardous Substances ^{(a)(b)}	Reportable Quantity (Lb/year) ^(c)	CAS Number	RCRA Waste Code	Dates of Operation	Activities Conducted at Site	CERCLA Remedial Action Taken
II-Q	Agua Chinon Wash	APHO 25	Unknown	N/A	N/A	N/A	Unknown-1999	ND	No remedial action required.
II-Q	Tank Farm No. 5	APHO 50	Unknown	N/A	N/A	N/A	Unknown-1999	ND	No remedial action required.
II-Q	Tank Farm No. 6	PCB T109	PCBs	N/A	N/A	N/A	Unknown-1999	S	No remedial action required.
Carve-Out II-F-1									
There are no hazardous substances Locations of Concern in CO II-F-1.									

Notes:

(a) This Table was prepared in accordance with 40 Code of Federal Regulations (CFR) 373.3 and 40 CFR 302.4. The information contained in this Notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h). Substances that do not have chemical-specific breakdown products are not listed in 40 CFR 302.4; and therefore have no corresponding Chemical Abstracts Services (CAS) numbers; no regulatory synonyms; no Resource, Conservation, and Recovery Act (RCRA) waste numbers; and no reportable quantities.

(b) The Property may contain pesticide residue from pesticides that have been applied in the management of the Property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of the CERCLA of 1980, 42 U.S.C. Section 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.

(c) **Reportable Quantity**
For Buildings with chemical-specific break down and associated reportable quantity, the information was obtained from the Air Emissions Source Survey, Final Submittal, MCAS El Toro. The reportable quantity was assumed to be the estimate of the air emissions value that was calculated based on a quantity used during the year. For non-volatile organic compounds (VOCs), the specific chemicals are listed and the quantity is unknown.

Sources: Final Environmental Baseline Survey Report (Earth Tech 2003), Radian 1996, Finding of Suitability to Transfer # 7 dated 2012.

Acronyms and Abbreviations:

APHO	=	aerial photograph feature/anomaly
AST	=	aboveground storage tank
CAS	=	Chemical Abstracts Services
CERCLA	=	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	=	Code of Federal Regulations
CO	=	Carve-Out
D	=	disposal of wastes
EBS	=	Environmental Baseline Survey
ID	=	Identification
FIFRA	=	Federal Insecticide, Fungicide, and Rodenticide Act
IRP	=	Installation Restoration Program
JP5	=	Jet propulsion fuel, grade 5
Lb/year	=	pounds per year
MCAS	=	Marine Corps Air Station
N/A	=	not applicable
ND	=	operations at site are not determined
No.	=	number
Non-Trans	=	non transformer PCB containing equipment/items
OCHCA	=	Orange County Health Care Agency
OWS	=	oil/ water separator
PCB	=	polychlorinated biphenyl
ppm	=	parts per million
PRL	=	potential release location
R	=	release
RCRA	=	Resource Conservation and Recovery Act
RFA	=	RCRA facility assessment
ROD	=	record of decision
S	=	storage of hazardous material or waste
TAA	=	temporary accumulation area
U.S.C	=	United States Code
U.S. EPA	=	United States Environmental Protection Agency
UST	=	underground storage tank
VOCs	=	volatile organic compounds

EXHIBIT 'A'

LEGAL DESCRIPTION

Parcel II-Q-TFA

In the City of Irvine, County of Orange, State of California, being that portion of Parcel II-Q as described in the Quitclaim Deed, recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records of said county, more particularly described as follows:

BEGINNING at the southwesterly corner of said Parcel II-Q; thence along the southerly line of said Parcel II-Q South 89°43'16" East 1931.91 feet to the **TRUE POINT OF BEGINNING**; thence leaving said southerly line North 40°16'32" West 488.40 feet; thence North 47°09'14" East 1109.36 feet to the northeasterly line of said Parcel II-Q; thence along said northeasterly line the following four (4) courses:

1. South 33°07'51" East 103.76 feet;
2. South 48°44'25" East 236.30 feet;
3. North 83°39'35" East 20.27 feet;
4. South 49°45'07" East 521.84 feet;

thence leaving said northeasterly line South 63°37'05" West 1236.81 feet to said southerly line of Parcel II-Q; thence along said southerly line North 89°43'16" West 42.41 feet to the **TRUE POINT OF BEGINNING**.

Containing 17.975 acres.

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

PSOMAS

Exhibit "C" to N4769212RP12P67
Legal Description & Plat
of Parcel II-Q-TFA

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

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

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

Jeremy L. Evans
Jeremy L. Evans, PLS 5282

5.1.2012
Date

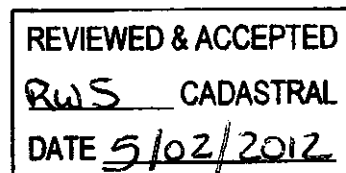
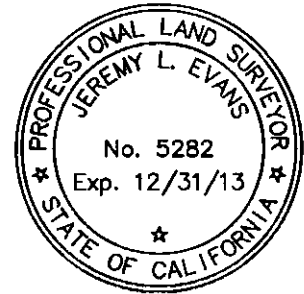
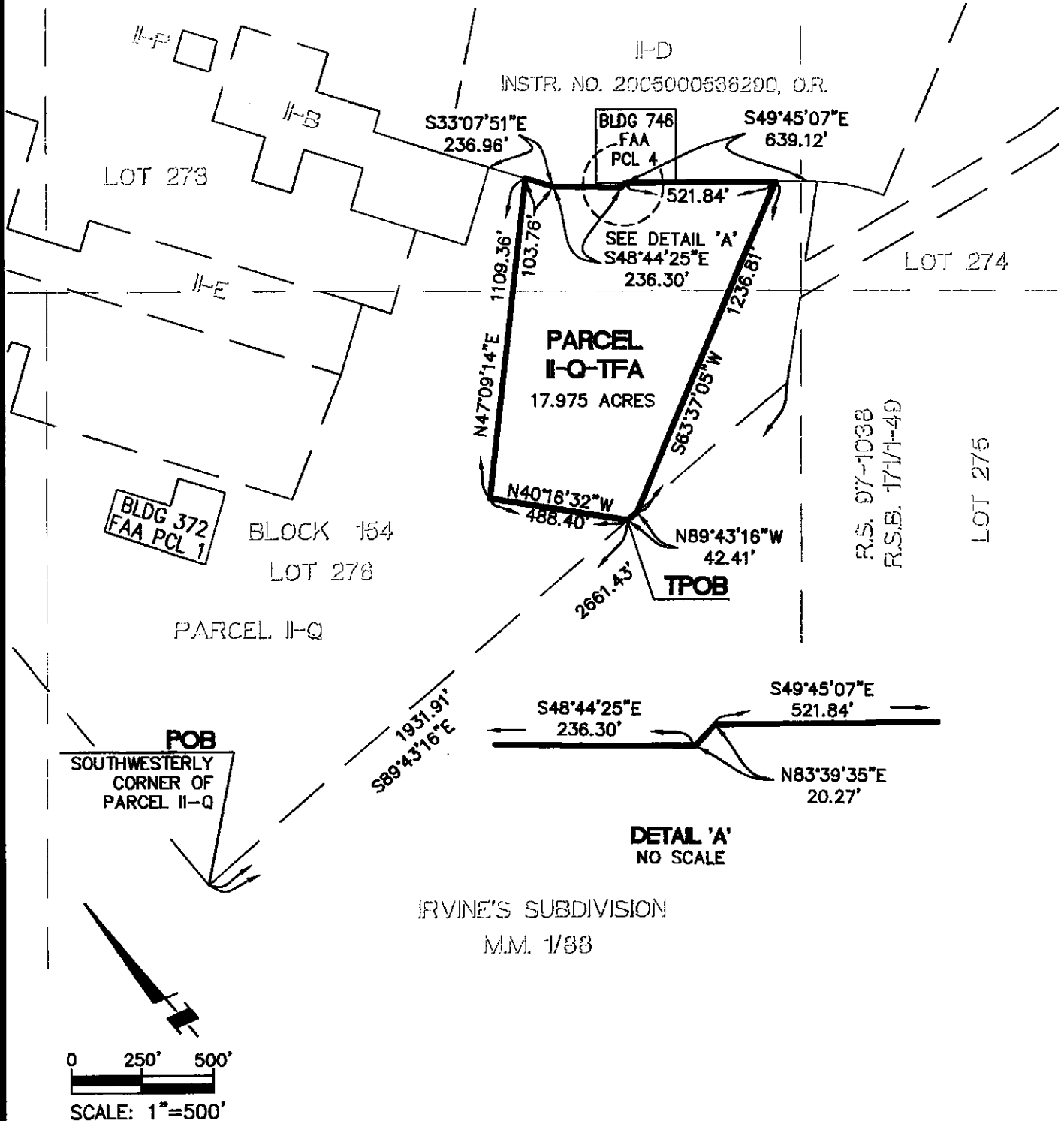


EXHIBIT 'B'

Exhibit "C" to N4769212RP12P67
Legal Description & Plat
of Parcel II-Q-TFA



DESCRIPTION: A PORTION OF PARCEL II-Q PER THE DOCUMENT
RECORDED JULY 12, 2005 AS INSTRUMENT
NO. 2005000536290 OF OFFICIAL RECORDS.

LOCATION: THE CITY OF IRVINE,
COUNTY OF ORANGE,
STATE OF CALIFORNIA

SHEET 1 OF 1

SCALE: 1" = 500'

DRAFTED: VQN

CHECKED: JLE

DATE: 03/23/2012

JOB NO.: 2ENV050200

PARCEL II-Q-TFA

PSOMAS

3 Hutton Centre, #200
Santa Ana, California 92707
(714) 751-7373 www.psomas.com

EXHIBIT 'A'
LEGAL DESCRIPTION

Parcel II-Q-398

In the City of Irvine, County of Orange, State of California, being that portion of Parcel II-Q as described in the Quitclaim Deed recorded July 12, 2005 as Instrument No. 2005000536290 of Official Records of said county, more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel II-Q; thence along the perimeter of said Parcel II-Q the following five (5) courses:

1. South 35°18'40" East 366.47 feet;
2. North 64°39'14" East 261.01 feet;
3. South 32°16'50" East 67.80 feet;
4. South 57°43'10" West 232.50 feet
5. South 32°16'50" East 439.69 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said course and its prolongation South 32°16'50" East 644.73 feet; thence South 57°43'59" West 643.63 feet; thence North 32°16'50" West 644.73 feet; thence North 57°43'59" East 643.63 feet to the **TRUE POINT OF BEGINNING**.

Containing 9.526 acres.

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

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

PSOMAS

Exhibit "C" to N4769212RP12P67
ARIC Legal Description & Plat
of Parcel II-Q-398

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

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

Jeremy L. Evans
Jeremy L. Evans, PLS 5282

5.1.2012
Date

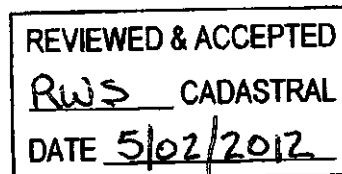
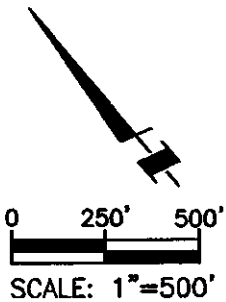
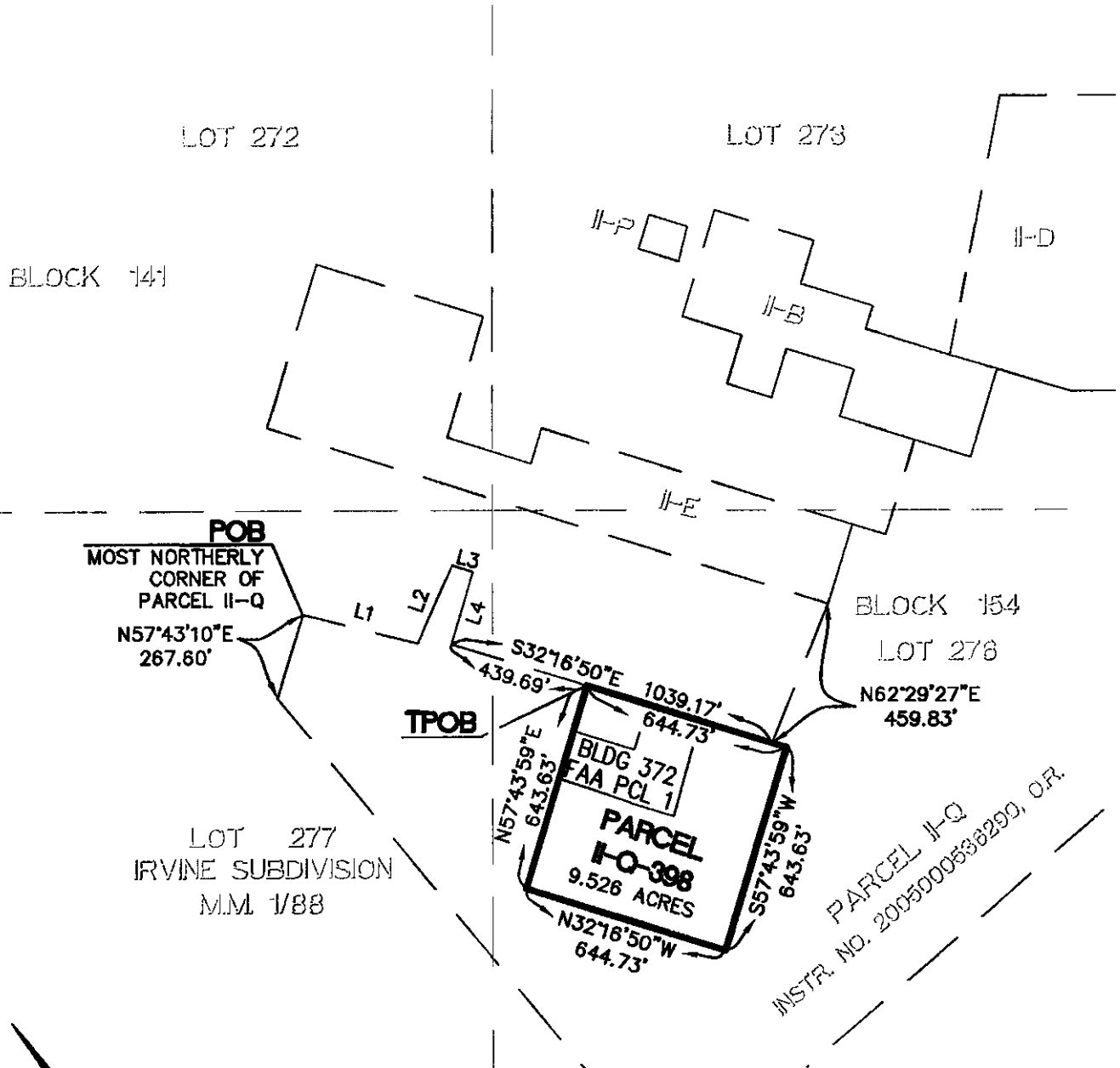


EXHIBIT 'B'

Exhibit "C" to N4769212RP12P67
ARIC Legal Description & Plat
of Parcel II-Q-398



LINE DATA		
L1	S35°18'40"E	366.47'
L2	N64°39'14"E	261.01'
L3	S32°16'50"E	67.80'
L4	S57°43'10"W	232.50'

DESCRIPTION: A PORTION OF PARCEL II-Q PER THE DOCUMENT
RECORDED JULY 12, 2005 AS INSTRUMENT
NO. 2005000536290 OF OFFICIAL RECORDS.

LOCATION: THE CITY OF IRVINE,
COUNTY OF ORANGE,
STATE OF CALIFORNIA

SHEET 1 OF 1

SCALE: 1" = 500'

DRAFTED: VQN

CHECKED: JLE

DATE: 03/23/2012

JOB NO.: 2ENV050200

PARCEL II-Q-398

PSOMAS

3 Hutton Centre, #200
Santa Ana, California 92707
(714) 751-7373 www.psomas.com