

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

COUNTY OF ORANGE
10 Civic Center Plaza
P.O. Box 1379
Santa Ana, CA 92702
Attn: County Executive Officer

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 0 6 4 4 0 6 7 7 \$ *

2014000013051 11:39 am 01/13/14

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(Space Above Line for Recorder's Use)

Free recording requested per Government Code Section 27383.

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

QUITCLAIM DEED

(El Toro LIFOC Parcel II-F-1-A)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CITY OF IRVINE, a California charter city ("**Grantor**"), hereby quitclaims and conveys to the COUNTY OF ORANGE, a political subdivision of the State of California ("**Grantee**"), all of Grantor's title to the fee interest in that certain real property (the "**Property**") located in the City of Irvine, County of Orange, State of California, described in the legal description attached hereto as Exhibit "A" and the depiction attached hereto as Exhibit "B", each incorporated herein by this reference.

TOGETHER WITH Grantor's title to the following to the extent transferred to Grantor pursuant to the HF Grant Deed referred to below: all buildings, facilities, roadways, rail lines, and other infrastructure, including those MCAS El Toro storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and 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.

GRANTEE HEREBY COVENANTS AND AGREES, for itself and on behalf of its successors and assigns as to all or any portion of the Property, that, with respect to the Property:

(i) Grantee shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in that certain Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 For Carve-Out Parcels II-Q and II-F-I, dated September 19, 2012, from the United States of America, acting by

and through the Department of the Navy ("**United States**"), to Heritage Fields El Toro, LLC, a Delaware limited liability company ("**HF**"), recorded on February 21, 2013 as Instrument No. 2013000109106 in the Official Records of Orange County, California (the "**Government Quitclaim**"); and

(ii) any obligations imposed on HF pursuant to the Government Quitclaim and subsequently imposed on Grantor pursuant to that certain Grant Deed (LIFOC Parcels Portion of II-F-1 and Portion of II-Q) dated January 7, 2013, from HF to Grantor, recorded on February 22, 2013 as Instrument No. 2013000110414 in the Official Records of Orange County, California (the "**HF Grant Deed**"), shall be the sole obligation of Grantee.

GRANTOR HEREBY ASSIGNS TO GRANTEE, all rights, title and interests in and to all covenants, representations and warranties made by the United States in favor of HF in the Government Quitclaim and assigned to Grantor pursuant to the HF Grant Deed to the fullest extent such covenants, representations and warranties (i) are assignable, (ii) were assigned to Grantor pursuant to the HF Grant Deed, and (iii) apply to the Property.

GRANTEE ACKNOWLEDGES AND AGREES THAT, Grantee's use of the Property shall be subject to the terms and conditions of that certain Property Tax Transfer and Pre-Annexation Agreement Regarding the Annexation and Re-Use of Former MCAS El Toro, entered into on or about March 4, 2003, by and among Grantor, the Irvine Redevelopment Agency (the "**Agency**"), and Grantee, and that neither Grantor, the Orange County Great Park Corporation, nor the Agency, nor any of their respective council members, board members, officers, officials, employees, agents, representatives, attorneys, contractors, successors or assigns, have made any representations or warranties to Grantee as to the physical and/or environmental condition of the Property, or as to its general usability or its fitness for any particular use or activity by, of, or for Grantee. By this Quitclaim Deed, the Property is or will be delivered to Grantee "AS IS, WHERE IS AND WITH ALL FAULTS."

GRANTEE AND GRANTOR ACKNOWLEDGE AND AGREE THAT, the termination of that certain Sublease Agreement Between City of Irvine and County of Orange For Agricultural/Habitat Mitigation and Alton Parkway Extension Within El Toro LIFOC Parcel 2, dated February 10, 2009, as to the Property ("**Sublease**"), shall not release either party from any breach or default under the Sublease accruing prior to the recordation of this Quitclaim Deed and that the indemnification, defense and hold harmless provisions set forth in Section 7 of the Sublease shall survive the termination of the Sublease with respect to matters accruing prior to the recordation of this Quitclaim Deed..

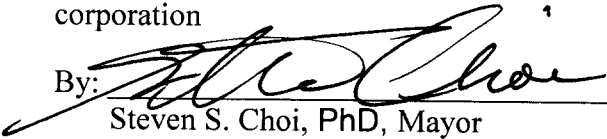
GRANTOR'S CONVEYANCE HEREUNDER IS SUBJECT TO (i) all exceptions and reservations of HF in the HF Grant Deed with respect to the Property, (ii) all matters of record, and (iii) all matters that would be disclosed by an inspection and survey of the Property.

Dated: November 7, 2013

"GRANTOR"

CITY OF IRVINE, a California municipal
corporation

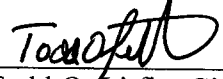
By:


Steven S. Choi, PhD, Mayor

ATTEST:


MARIE MACIAS, Interim City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Todd O. Litfin, City Attorney

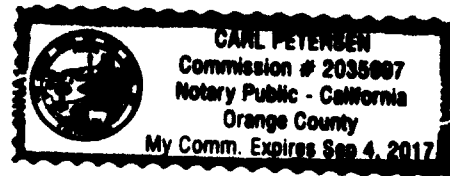
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On November 7, 2013, before me, Carl Petersen, Notary Public, personally appeared Steven Choi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person or the entity upon behalf of which the person 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.

Carl Petersen
Notary Public in and for said State



(SEAL)

CERTIFICATE OF ACCEPTANCE

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

Dated: JANUARY 9, 2014

COUNTY OF ORANGE

By: Scott J. May

Scott Mayer, Chief Real Estate Officer
County Executive Office
Orange County, CA

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

By: Thomas A. Milio Date: 12/10/13
Deputy

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Irvine, County of Orange, State of California, described as follows:

Parcel No. II-F-1-A, in the City of Irvine, County of Orange, State of California, as described and shown in the Grant Deed recorded on February 22, 2013 as Instrument No. 2013000110414 of Official Records, in the office of the County Recorder of said County.

EXHIBIT “B”

DEPICTION OF PROPERTY

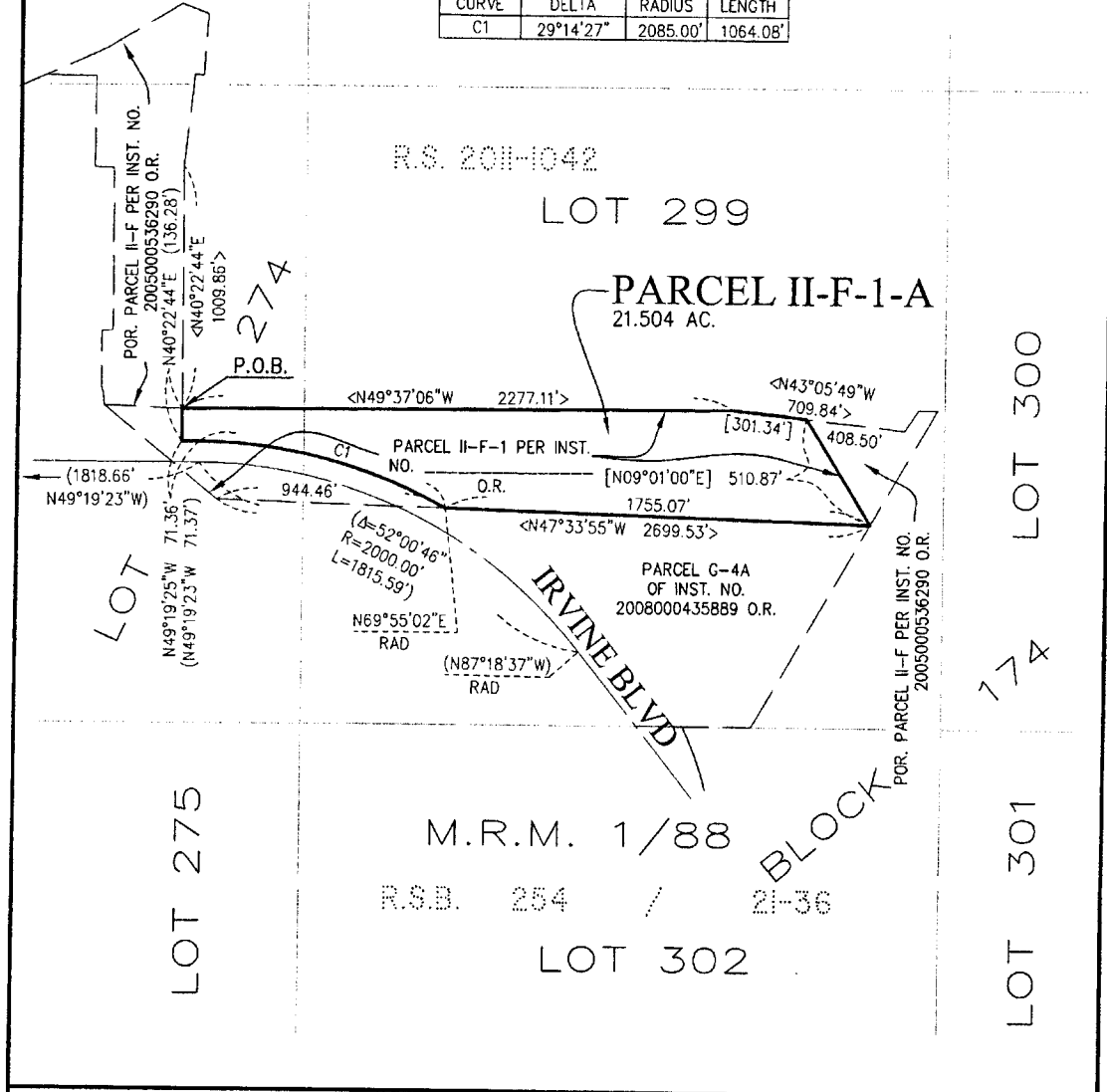
(see attached)

EXHIBIT "B"

Sketch to Accompany Legal Description

- [] INDICATES RECORD DATA PER INST. NO. O.R.
 < > INDICATES RECORD DATA PER INST. NO. 2005000536290, O.R.
 () INDICATES RECORD DATA PER INST. NO. 2008000435889, O.R.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	29°14'27"	2085.00'	1064.08'



HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-3070 • FX: (949) 583-0759		EXHIBIT "B" IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 09/14/12	REV. DATE: 01/09/13	DWG. BY: R. WHEELER	CK'D BY: P. HUDDLESTON
I: \HeritageFields\LD\7913-FOST 7 TO CITY\SH04.dwg		SCALE: 1"=600'	W.O. 1855-80A1
		H&A LEGAL No. 7913	SHEET 4 OF 4