

Recorded at request of, and return to:
County of Orange
GSA/Real Estate Division
14 Civic Center Plaza
P.O. Box 4106
Santa Ana, CA 92702

EXEMPT
C16

88-579326

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

By *Paul J. [Signature]*

Unincorporated area of
Orange County

Project No: PR63A

Project: Irvine Coast
Regional Park

Parcel No: 101, 102, 103 and
104

IRVINE COAST

IRREVOCABLE OFFER OF DEDICATION

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-11 10AM NOV 10 '88

Lee A. Branch COUNTY
RECORDER

FR 70-1488532, 1488533 -JP
1488534, 1488535

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IRREVOCABLE OFFER OF DEDICATION

THIS IRREVOCABLE OFFER OF DEDICATION ("Offer") is made as of this 16th day of November, 1988, by The Irvine Company, a Michigan corporation (hereinafter referred to as "OFFEROR") in favor of the County of Orange, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and certain other "Designated Offerees" as defined in Section 3.D(2)(b) hereof, in compliance with conditions imposed by COUNTY and accepted by OFFEROR, with reference to the following facts:

A. OFFEROR is the owner of fee title to that certain real property located within the unincorporated area of the COUNTY known as the Irvine Coast.

B. On December 2, 1987, the Board of Supervisors of COUNTY approved and adopted the components of a Local Coastal Program governing the development, use and resource protection of the Irvine Coast (the "LCP"). The LCP was approved by the California Coastal Commission (the "Coastal Commission") on November 19, 1987, and certified on January 14, 1988.

C. The LCP provides, among other things, that upon satisfaction of certain conditions OFFEROR shall offer to dedicate, in fee, the real property in the County of Orange, State of California, described in Exhibit "A" and shown on Exhibit "B" (the "Property"). The Property is being dedicated in order to permit Offeror to develop certain portions of the Irvine Coast in accordance with the provisions of the LCP and to offset impacts of such development as provided in the approved and certified LCP. This Offer has been reviewed and approved by COUNTY as meeting the requirements of the LCP.

D. Because of certain unique circumstances with respect to Offeror's planned development of the Irvine Coast, the Property has been divided into four separate parcels, referred to herein as "Management Units." The Management Units are described in Exhibit "A" and depicted on Exhibit "B."

E. The conditions to the recordation of this Offer have now been satisfied or waived in accordance with the applicable provisions of the LCP, and OFFEROR and COUNTY now desire to cause this Offer to be executed and recorded.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, OFFEROR hereby irrevocably offers to dedicate the PROPERTY to COUNTY, or a "Designated Offeree" as described and defined in Section 3.D(2)(b) hereof (hereinafter, all references to "Designated Offeree" shall include "County" and all entities referred to in such Section), in fee, to be

accepted incrementally as Management Units in the manner and at the times provided herein, subject to the following terms and conditions:

1. TERM OF OFFER

Except as otherwise provided herein, this Offer shall expire on the date which is thirty (30) years from the date of its recordation in the Official Records of Orange County, California. In such event, OFFEROR shall regain full title to the PROPERTY free and clear of this Offer and OFFEROR shall thereafter have full unencumbered use thereof subject to applicable governmental regulations.

2. CONDITION OF TITLE

A. Exceptions. OFFEROR hereby covenants and agrees that the Property is, and shall remain free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded), and taxes except:

(1) For each Management Unit accepted by COUNTY, any installment of General and Special County and City taxes, if any, allocable to a period subsequent to the time title is vested in or actual possession or physical possession is taken by the COUNTY, whichever first occurs, and all taxes subsequent thereto. (However, OFFEROR shall remain liable for payment of any taxes allocable to the period prior to the time title is vested in or actual possession or physical possession is taken by the COUNTY, whichever first occurs, pursuant to the provisions of Sections 5084 and 5086, California Revenue and Taxation Code, as amended; and OFFEROR shall pay any such taxes, whether or not delinquent, together with penalties and interest thereon, and delinquent or nondelinquent assessments or bonds and any interest thereon prior to recordation of this Offer.

(2) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California added by Chapter 498, Statutes of 1983, which will be permitted to be shown in COUNTY's title insurance policy. However, OFFEROR shall remain liable for payment of such taxes as set forth in Section 2.A(1) above.

(3) As to Management Unit I, items 3, 4, 5, 6, 7, and 8 as set forth on Exhibit "C-1," which is a list of exceptions to title contained in the preliminary title report dated as of October 18, 1988, and issued by First American Title Insurance Company under its Order Number OR-1488532;

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As to Management Unit II, items 3, 4, 5, 6, 7 and 8 as set forth on Exhibit "C-2," which is a list of exceptions to title contained in the preliminary title report dated as of October 18, 1988, and issued by First American Title Insurance Company under its Order Number OR-1488533;

As to Management Unit III, items 3, 4, 5, 6, 7, 8, 9 and 10 as set forth on Exhibit "C-3," which is a list of exceptions to title contained in the preliminary title report dated as of October 18, 1988, and issued by First American Title Insurance Company under its Order Number OR-1488535; and,

As to Management Unit IV, items 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 as set forth on Exhibit "C-4," which is a list of exceptions to title contained in the preliminary title report dated as of October 18, 1988, and issued by First American Title Insurance Company under its Order Number OR-1488534.

Note as to above Management Units I-IV: At the time of acceptance of each respective Management Unit by COUNTY, OFFEROR and COUNTY will cooperate in taking action to cancel, as to the Management Unit being accepted, that certain Agricultural Preserve Agreement between OFFEROR and COUNTY dated February 18, 1969 and recorded on February 25, 1969 in Book 8884, Page 300 of the Official Records of Orange County.

(4) Any title exceptions which County's Manager, GSA Real Estate Division, has agreed are not required to be cleared from title to the Property.

(5) The matters provided in Section 3 below.

B. Title Insurance. OFFEROR shall provide to COUNTY an ALTA policy of title insurance with Regional Exceptions (Standard Coverage) for each Management Unit issued as of the date of recordation of this Offer in the following amounts, insuring COUNTY that fee title to the Property is subject to this Offer, with a special indorsement insuring the validity and priority of this Offer:

- | | |
|-------------------------|---------------|
| (1) Management Unit I | - \$862,000 |
| (2) Management Unit II | - \$1,041,000 |
| (3) Management Unit III | - \$869,000 |
| (4) Management Unit IV | - \$1,026,000 |

3. ADDITIONAL TERMS AND CONDITIONS

A. Exceptions and Reservations. Each Management Unit of the Property accepted by a Designated Offeree as provided herein shall be accepted subject to the following exceptions and reservations in favor of OFFEROR, its successors and assigns,

together with the right to grant and transfer all or a portion of the same:

(1) Any and all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Property, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from the Property or any other land, including the right to whipstock or directionally drill and mine from lands other than the Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain repair, deepen and operate any such wells or mines; but without, however, the right to drill, mine, store, explore or operate through the surface or the upper 500 feet of the subsurface of the Property; and provided further, that any activity or use undertaken by Offeror pursuant to the above reserved rights shall not be visible from public use areas of the Property and shall not be incompatible with and shall not degrade either the public use of the Property or the continued maintenance of habitat values and conservation use of the Property as such values and uses are described in the LCP.

(2) All underground water and the right to store solar-heated water, reclaimed water, or any other type of water in the groundwater basin underlying the Property by percolating, spreading or injecting water into such basin from locations on lands lying outside of the Property, and the right to extract, inject, percolate and spread said water by means of wells, dams and other structures and facilities from locations on lands lying outside of the Property; provided, however, that (a) any facilities on the Property required in connection with such uses be placed underground, and (b) that the affected Designated Offeree may in the exercise of reasonable discretion disapprove the location of such facilities or activities on lands within the Property if such use is incompatible with the then existing or foreseeable future public use of the Property as provided in the LCP, including the continued maintenance of stream-associated habitat values. Notwithstanding the foregoing, OFFEROR grants such Designated Offeree the necessary rights to extract underground water from the groundwater basin underlying any portions of the Property for the Permitted Uses specified in Section 3.B(1)(a) below.

(3) All capacity rights and the right of service and use in certain wastewater collection, transmission, treatment and disposal facilities of the Aliso Water Management Agency allotted to the Property by virtue of the


inclusion of the Property in Assessment District No. 77-1 of the Irvine Ranch Water District. OFFEROR has paid all assessments levied upon the Property related to Assessment District No. 77-1. Within thirty (30) days of Designated Offeree's receipt of written request from OFFEROR, County's Director of Environmental Management Agency or, if applicable, an appropriate official of any other Designated Offeree accepting title to any portion of the Property, shall execute all documents and perform all acts (other than the payment of money) necessary to transfer the above-mentioned capacity rights and right of service and use to other lands or entities designated by OFFEROR.

(4) Non-exclusive easements in gross on, over, under or across the Property for the installation, emplacement and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines, drainage facilities or any other utilities, together with the right to enter upon the Property (without unreasonably interfering with Designated Offeree's reasonable use and enjoyment thereof) in order to service, maintain, repair, reconstruct, relocate or replace any of such lines or facilities; provided, however, that use of the easement reserved in this subsection shall be subject to the approval of the affected Designated Offeree(s), which approval shall not be unreasonably withheld and shall be promptly acted upon by such Designated Offeree(s) so long as OFFEROR has, prior to any activity within such easement area, (a) consulted with such Designated Offeree(s) as to the design and location of such utilities or facilities and the revegetation of areas to be disturbed by such activities, and (b) prepared and submitted to such Designated Offeree(s) reasonably detailed plan for the construction of such facilities and associated revegetation. The reservation in this subsection (4) shall become effective only where all of the following conditions exist or have occurred: (i) OFFEROR obtains or remains in possession of all or a portion of a Management Unit due to a "proportional dedication" or reversion as provided in Section 3 hereof; (ii) the portion of the Property remaining in OFFEROR's possession as a result of the proportional dedication or reversion is not otherwise served by existing utilities and can be feasibly served only by using the easements reserved in this subsection; (iii) the property remaining in OFFEROR'S possession as a result of the proportional dedication or reversion has been approved for development pursuant to applicable law; and (iv) the manner in which the foregoing easements are used is the least environmentally damaging feasible alternative, the determination of which shall include the consolidation of facilities.

[Note: Reservations (5) and (6) below shall be effective upon acceptance of and shall apply only to Management Units I and IV.]

(5) An easement over, across and under all portions of the Property within 300 feet of all property lines bordering on and parallel to Laguna Canyon Road, for the purpose of construction, grading, installation, emplacement, maintenance, operation, widening, use, repair and replacement of a public road and appurtenances thereon (such roadway to be consistent with County's Master Plan of Arterial Highways and standards of the California Department of Transportation, together with additional right-of-way for slopes adjacent to the roadway), together with the right of ingress and egress thereto, in order to service, maintain, repair, reconstruct, widen, relocate or replace any of such facilities and the right to deposit and use equipment and materials thereon for such purposes (the "Roadway Project"). Such easement is for the benefit of and appurtenant to all land owned by OFFEROR outside of the Property lying within Planning Areas 16A, 16B, 20A, 20B and 20C as depicted on Exhibit "D" and more specifically described on Exhibit "E" attached hereto (the "Adjoining Property," which term shall include all or portions of such property, as may be appropriate), as well as certain other property owned by OFFEROR which is depicted on Exhibit "F" and described on Exhibit "G" (the "Benefitted Property"), as such property presently exists or as it may be developed and used in the future, and each parcel or lot into which said Adjoining Property and/or Benefitted Property may be divided or subdivided, without limitation. Provided, however, that use of the easement reserved in this subsection shall be subject to (a) the approval of the Coastal Commission in the manner specified in the LCP (including but not limited to the provisions of Part I, Chapter 4, Section E.19(b) of the LCP) and pursuant to the provisions of the California Coastal Act of 1976 (Public Resources Code Section 30000) as it may be amended from time to time, and (b) the approval of the affected Designated Offeree(s), which approval shall not be unreasonably withheld and shall be promptly acted upon by the affected Designated Offeree(s) so long as OFFEROR, or any other entity with authority to undertake the Roadway Project, has, prior to any activity within such easement area, (i) consulted with such Designated Offeree(s) as to the design of the road and the revegetation of areas to be disturbed by grading or other construction activities, and (ii) prepared and submitted to the affected Designated Offeree(s) reasonably detailed plans for the construction of such facilities and associated revegetation. After completion of the Roadway Project, OFFEROR shall, promptly after receipt of a written request from the applicable Designated Offeree(s) affected by this reservation, quitclaim to such Designated Offeree(s) all portions of the easement reserved in this subsection which are not required for the Roadway Project.

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(6) Non-exclusive easements on, over, under or across the Property within 40 feet of all property lines bordering on and parallel to the permanent right-of-way of Laguna Canyon Road (as located at the time of recordation of this Offer or any expanded permanent right-of-way for such roadway as provided in subsection (5) above), together with slope easements necessary for the installation of such facilities over the portion of the Property adjacent to and outside of such 40 foot strip, for the installation, emplacement, operation and maintenance of electric, gas, telephone, cable television, water, sanitary sewer lines, drainage facilities or any other utilities; provided, however, that the use of the easements reserved in this subsection shall be subject to (a) the governmental approval requirements specified in the third sentence of Section 3.A(5) above; (b) the requirement that, except for the relocation of a previously-existing above ground utility, any utility installed under such easements shall, if feasible, be placed underground and within or as close to the permanent right-of-way as feasible; and (c) the requirement that any previously-existing above ground utility which is relocated shall be located as close to the permanent right-of-way as feasible.

B. Covenants Running with the Land. Each Management Unit of the Property accepted by a Designated Offeree as provided herein shall be accepted subject to the following covenants (collectively, the "Covenants"). The Covenants are hereby declared and agreed to be part of a general plan for the purpose of assuring the orderly and harmonious development and operation of improvements on the Property and the enhancement and protection of the value, desirability and attractiveness of the Benefitted Property described on Exhibit "G." The Covenants shall run with the Property and be binding upon any person or entity who acquires any right, title or interest in or to any portion of the Property and shall benefit the Benefitted Property and will be enforceable only by OFFEROR or a successor to Offeror ("Successor") as defined in Section 3.B(2)(e) below. It is intended that the dominant tenement shall be all the Benefitted Property, and that the servient tenement shall be all the Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained herein, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in such Property.

(1) The Covenants are:

- (a) Covenant 1: Use of Property. Designated Offeree shall, as to each portion of the PROPERTY which it accepts, use and maintain such property only for the resource conservation and passive recreation purposes as provided in Part I, Chapter 3, Section C of the LCP, a copy of which is attached as Exhibit "H," and any amendments thereto which are subsequently approved

pursuant to applicable law by all governmental authorities with jurisdiction (the "Permitted Uses"). Notwithstanding the above, the Permitted Uses are not intended to apply and shall not be interpreted or applied to prevent or prohibit use of the Property for installation, support and maintenance of any utilities necessary to serve such Permitted Uses, provided that such installation, support and maintenance is consistent with applicable provisions of the LCP.

- (b) Covenant 2: Construction of Improvements. Any Designated Offeree holding title to any portion of the Property and/or any operator of a permitted concession or other operation under an agreement with such Designated Offeree shall not construct, place, assemble or maintain on the Property any improvement of any nature (including, but not limited to, signs larger than sixteen square feet, exterior lighting and landscape improvements) without first providing Offeror a thirty (30) day time period to review and comment on the exterior design, size, color, appearance and location of the proposed improvement(s) (the "Improvement Plans"). Offeror's review shall be based upon compatibility with surrounding development, both existing and proposed. Before commencing any construction of such improvement(s), Designated Offeree shall use its best efforts to incorporate into the Improvement Plans any suggested comments and/or revisions transmitted in writing by Offeror to Designated Offeree prior to the close of the thirty (30) day review period.
- (c) Covenant 3: Maintenance and Repairs. Designated Offeree shall, as to each portion of the Property which it accepts, keep and maintain such property and all improvements thereon in a neat, clean, safe, attractive and operating condition at all times, in accordance with applicable County ordinances and in a manner consistent with other parks in the County regional park system. The Designated Offeree shall also insure that all repairs and replacements of improvements on its property are made in accordance with all applicable governmental regulations.
- (d) Covenant 4: Transfer of Property. Except in connection with (i) a utility installation required in support of the Permitted Uses, (ii) a conveyance to another Designated Offeree as provided in Section 3.D(5) below, and/or (iii) a lease or other similar contractual arrangement in connection with any operation permitted under Section 3.B(1)(a) above, any Designated Offeree holding title to any portion of the Property shall not sell, contract to sell, assign, lease or in any other way transfer or convey all or any portion of its interest in the Property to a third

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party without the prior written approval of OFFEROR, which may be withheld in OFFEROR's sole discretion.

(2) Matters Related to Covenants.

- (a) Amendment. The Covenants may be amended by mutual agreement of OFFEROR and the applicable Designated Offeree(s). Any amendment must be recorded in the Recorder's Office, County of Orange, California.
- (b) Term. Unless (i) terminated pursuant to this Offer or (ii) OFFEROR records a declaration terminating the Covenants, the Covenants shall be binding absolutely and perpetually on each and every Designated Offeree, its successors and assigns.
- (c) Default and Remedies. Because of the unique nature and scope of OFFEROR's development of the Benefitted Property, as well as the amount of planning, effort and time expended by OFFEROR in reliance upon the anticipated uses of the Property and the Benefitted Property, monetary damages will not provide an adequate remedy for the damage to OFFEROR's planning efforts or development resulting from a breach of the Covenants. Therefore, in the event of any breach, violation or failure to comply with any of the Covenants which has not been cured within thirty (30) days after written notice from OFFEROR to do so (or if any such breach, violation or failure cannot be fully cured within such thirty (30) day period, then upon failure of Designated Offeree to commence such cure within such period and thereafter to diligently complete such cure to OFFEROR's reasonable satisfaction), then OFFEROR shall be entitled to specifically enforce the performance of the Covenants and to any other form of equitable or legal relief (other than monetary damages).
- (d) Waiver. Neither a waiver by OFFEROR of a breach of any of the Covenants nor a delay or failure to enforce any of the Covenants shall (i) be construed to be a waiver of any earlier or later breach of the same or any other provision of the Covenants, or (ii) be implied from any inaction or omission by OFFEROR to take any action on account of such breach or failure. No express waiver shall affect a breach or failure other than as specified in said waiver. The consent or approval by OFFEROR to or of any act by Designated Offeree requiring OFFEROR's consent or approval shall not be deemed to waive or render unnecessary OFFEROR's consent or approval to or of any subsequent similar acts by Designated Offeree. OFFEROR shall not be liable for any damage, loss or prejudice suffered or claimed by Designated Offeree or any licensee or other occupant of the Property or of the Benefitted Property on account of the enforcement of or failure to enforce any of these Covenants.

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- (e) SUCCESSOR. The term "Successor" as used in this Offer shall mean and refer to: (i) any person or entity which acquires ten percent (10%) or more of the assets of OFFEROR; (ii) any division, subsidiary, group, operating company or wholly-owned entity of OFFEROR; (iii) any purchaser of substantially all of OFFEROR's remaining interest in the Irvine Coast at the time of the purchase, including the Benefitted Property; (iv) any entity resulting from a merger with or an acquisition by or of OFFEROR; and (v) any person or entity owning the majority of stock or other ownership interest in either OFFEROR or an entity described in (i) through (iv) of this subsection (e).

C. Conditions Subsequent and Power of Termination.

Notwithstanding anything to the contrary in this Offer, in addition to the remedies described in Section 3.B(2)(c) above, the following are hereby declared to be conditions subsequent to any conveyance effected by acceptance of this Offer. Upon the occurrence of any one or more of such conditions, OFFEROR shall have the power to terminate the interest of any applicable Designated Offeree in and to all portions of the Property which previously have been accepted by it under this Offer, all in accordance with California Civil Code Section 885.010 et seq., as amended or modified from time to time. The conditions are as follows:

- (1) Violation of Use Provision. The Property or any portion thereof held by any Designated Offeree is used in any manner other than as permitted under Section 3.B(1)(a) above;
- (2) Abandonment. The Property held by any Designated Offeree is abandoned; or
- (3) Transfer of Property. The Property or any portion thereof is transferred to a third party contrary to the provisions of Section 3.B(1)(d) above.

If OFFEROR exercises this power of termination and obtains fee title to all or any portion of the Property, then, within six months of obtaining fee title, OFFEROR shall make an offer of dedication on the same terms and conditions as this Offer to the next Designated Offeree specified in Section 3.D(2)(b) below; provided, however, that in the event of any offer to a non-profit entity as specified in such Section, the County shall not have any right of approval. Further, until such offer is accepted by the applicable Designated Offeree, OFFEROR shall use the portion of the Property in its possession in accordance with the provisions of Section 3.H below.

Because this power of termination may become subject to Chapter 5, Title 5, Part 2, Division II of the California Civil Code (or similar or subsequent laws) providing for the expiration of ancient powers of termination, OFFEROR may do any act necessary or beneficial to preserving this power of termination, including the recording of notices and instruments. If OFFEROR requests, County shall sign and, where required, acknowledge further written extensions of time periods under any applicable law, including applicable statutes of limitation, providing for the expiration of ancient powers of termination.

D. LCP Requirements

This Offer is subject to the following requirements and procedures of the LCP:

(1) Management Units

The PROPERTY includes approximately 2,666 acres, comprising Planning Areas PA 18, PA 19, PA 21A, PA 21B, PA 21C and PA 21D in the LCP. In order to facilitate resource management, public access and acceptance by the Designated Offeree of portions to the PROPERTY in phases, the PROPERTY has been divided into four (4) Management Units as noted above. Acceptance by a Designated Offeree of any Management Unit shall occur in numerical sequence as shown on Exhibit "B." In order to accommodate open space management objectives and the topographic characteristics of the Property, minor adjustments to the boundaries of the Management Units may be made by agreement of the OFFEROR and the appropriate Designated Offeree(s) subject to any required approval of the Coastal Commission.

(2) Procedures for Conveyance of Title

(a) Timing of Acceptances of Offer:

Title for each Management Unit shall be conveyed upon acceptance of the Offer consistent with subsections 3.D(2)(b) and 3.D(3) below, as follows:

(i) Management Unit I may be accepted only after the issuance of the first grading permit (exclusive of any Coastal Development Permit providing for the grading for or construction of Pelican Hill Road) authorizing initial grading in any residential, commercial, or golf course planning area (as identified in Exhibit "I"); and

(ii) Each of the remaining Management Units may be accepted one at a time only in numerical sequence as shown on Exhibit "B" and only as follows for each of the development increments taking place in the LCP area and which are listed below:

a. Ninety (90) days following issuance of building permits for a cumulative total of 1,000 primary residential dwelling units;

b. Ninety (90) days following issuance of building permits for a cumulative total of 2,000 primary residential dwelling units; and

c. Ninety (90) days following issuance of building permits for (a) a cumulative total of 1,500 overnight accommodations (as defined in Subsections 4-A-1-a and 4-A-2-a and in accordance with the intensity formula specified in Subsection 4-A-1-b-4 of the Land Use Plan of the LCP) or (b) a cumulative total of 80 percent of the 2.66 million sq. ft. of development allowed in PA 13 (pursuant to Subsection 4-A-1-b of the Land Use Plan of the LCP), whichever first occurs.

(b) Designated Offerees: At such time as any Management Unit may be accepted, the COUNTY, acting on its own behalf or through its public or non-profit designee(s), will have three (3) years to accept the Offer of such Management Unit(s) by Resolution, after which time the State of California, either through the California Department of Parks and Recreation or the California Coastal Conservancy, will have three (3) years to accept the Offer by Resolution. If the aforementioned public agencies have not accepted the Offer as specified, the Trust for Public Land or the National Audubon Society will have one (1) year to accept the Offer by Resolution, whichever of the two first acts. Each of the foregoing entities entitled to accept this Offer is a "Designated Offeree" for purposes of this Offer. If none of these public or non-profit entities has accepted title to the Management Unit(s) within these times, the Executive Director of the Coastal Commission, following consultation with the COUNTY, shall be entitled to nominate, no later than ninety (90) days thereafter, another non-profit entity as a Designated Offeree; the alternative non-profit entity nominated by the Executive Director may become a Designated Offeree only if determined to be mutually acceptable to the Coastal Commission, the County, and OFFEROR, and shall thereafter be required to accept the Offer(s) within six (6) months of OFFEROR'S determination of acceptability. In determining acceptability of another entity as a Designated Offeree, the Coastal Commission, COUNTY and OFFEROR shall not unreasonably withhold approval of that entity, provided that it has the demonstrated financial capacity and management experience to undertake management of the dedication area in question. If, pursuant to the foregoing procedures, none of the public or non-profit entities has accepted said Offer(s) within these times, OFFEROR will regain full title and unencumbered use of the portions of the Property which have not been accepted subject to LCP land use designations; provided that OFFEROR may seek an LCP amendment regarding future use(s) of such property.

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(c) Acceptance Provisions. The following provisions shall control the manner in which the Offer as to any particular Management Unit may be accepted:

(1) Notice Triggering Right of Acceptance. OFFEROR shall notify COUNTY and any applicable Designated Offeree, on an annual basis on each anniversary date of the recordation date of this Offer, of the cumulative total of building permits received in the LCP area for such year. COUNTY or any Designated Offeree shall notify OFFEROR and the other Designated Offerees within sixty (60) days of each of the following events: (a) the date of issuance of the first grading permit as specified in Section 3.D(2)(a)(i) above, (b) the expiration of the ninety (90) day period following the date when the cumulative building permit totals specified in Section 3.D(2)(a)(ii) above have been attained, and (c) if all Management Units have not previously been accepted, the fifteenth anniversary of the recording date of this Offer. Upon OFFEROR's receipt of such notice, it shall have thirty (30) days to notify the COUNTY or Designated Offeree eligible to accept the applicable Management Unit of any matters under Sections 3.D(3)(a) or 3.D(3)(b) below which are at that time preventing OFFEROR's right to develop from vesting or otherwise prevent OFFEROR's development, in which event such Designated Offeree's power to accept shall be suspended as provided in such subsections. (In the event the affected Designated Offeree disputes OFFEROR's determination that its development is impeded, OFFEROR and such Designated Offeree shall attempt to resolve such determination to their mutual satisfaction within thirty (30) days of OFFEROR's notice. If the two parties are unsuccessful in agreeing upon the determination within such thirty (30) day period, the parties shall submit such matter for resolution by the Superior Court of Orange County. The right to accept any affected Management Unit shall continue to be suspended during any periods of time when the parties are trying to resolve, either through negotiation or litigation, the legitimacy of OFFEROR's determination.) If OFFEROR does not notify the COUNTY or eligible Designated Offeree of OFFEROR's determination of any matters preventing the acceptance of a Management Unit for the reasons specified herein, then the eligible Designated Offeree may, upon expiration of such thirty (30) day period, accept the applicable Management Unit as provided below.

(ii) Manner of Acceptance. The Offer as to each Management Unit shall be accepted by the applicable Designated Offeree by resolution or other official action appropriate to the powers of and laws governing such Designated Offeree, a notice of which action (wherein the Management Unit being accepted shall be

specifically identified) shall be recorded in the Official Records of Orange County, California. The recordation of such notice shall be deemed the date upon which fee title to such Management Unit is transferred to such Designated Offeree. Prior to the recordation of such notice, OFFEROR and COUNTY shall cooperate in cancelling the Agricultural Preserve Agreement referred to in the Note in Section 2.A(3) above.

(iii) Notice Upon Acceptance. Promptly after acceptance of each Management Unit under this Offer by a Designated Offeree as provided in Section 3.D(2) above, such accepting entity shall mail or deliver a copy of its resolution or other action of acceptance to the then owners of such Management Unit at the address shown on the latest secured assessment roll, and within sixty (60) days thereafter, if requested by such accepting entity, said owners may, at their election, remove all permanent structures located on such Management Unit. If such structures are not removed within the sixty (60) day period following said owners' receipt of such notice, OFFEROR shall hold such accepting entity free and harmless from any and all liability for the destruction or removal of such structures.

(3) Effects of Legal Action Preventing Development and Proportional Dedication

(a) Acceptance Conditioned on Vesting. Except as provided in subsection 3.D(3)(c) below, a Designated Offeree's power to accept any of the four Management Units and the conveyance of title for each such unit shall be automatically suspended if OFFEROR is prevented from vesting the right to develop (i.e., OFFEROR has received the cumulative number of building permits as specified in Section 3.D(2) but is unable to proceed with development that would otherwise legally vest the right to develop) the respective cumulative residential dwelling unit/overnight accommodation levels applicable to each such Management Unit specified in subsection 3.D(2)(a) above by operation of federal, State or local law (including, but not limited to, the initiative or referendum process), or by any court decision rescinding, blocking or otherwise adversely affecting OFFEROR's governmental entitlement to develop such units or accommodation levels. At any time that OFFEROR is subsequently entitled to proceed with development in the manner specified in the LCP, all dedication requirements and provisions shall be automatically reinstated, provided that the term of the Offer has not expired.

(b) Development Halted for Ten Years.

Notwithstanding the last sentence of the preceding subsection, if OFFEROR is prevented from proceeding with

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development (i.e., legally unable to undertake one or more development projects for the reasons identified in the preceding subsection) for an uninterrupted period of ten (10) years, the power of the Designated Offeree(s) to accept shall be suspended as it applies to the Management Unit(s) correlated with the type of development so halted (e.g., if the entitlement to develop overnight accommodations has been halted for ten (10) years, the power of the Designated Offeree(s) to accept the Management Unit correlated with that development shall automatically be suspended); provided, however, that the power of the Designated Offeree(s) to accept shall not be suspended if Offeror is permitted and elects to proceed with that type of development upon property within the LCP area where development has not been prevented as provided above. In the event that the power to accept is suspended, the right to undertake that type of development pursuant to the LCP shall likewise be suspended unless and until OFFEROR is legally authorized to proceed with that type of development previously halted. If the right to undertake any development pursuant to the LCP is halted as provided herein for a cumulative period of ten (10) years in any fifteen (15) year time period, OFFEROR shall have the right to terminate the Offer, in which event the right to develop under the LCP shall automatically be suspended.

c) Proportional Dedication.

If OFFEROR has not been able to undertake the aforementioned development for an uninterrupted period of ten (10) years for the reasons specified in Section 3.D(3)(a) above, the Designated Offeree(s) may accept a proportional dedication in accordance with the following ratio:

For each unit for which OFFEROR has received a certificate of occupancy, the Designated Offeree(s) may accept dedications in ratios of .76 acre for each such residential unit and .31 acre for each overnight accommodation unit or per each 1400 sq. ft. increment of the 2.66 million sq. ft. intensity allowed in PA 13, whichever intensity level is achieved first.

Dedication areas accepted pursuant to the above proportional dedication requirement shall be located in accordance with the Management Unit sequencing identified on Exhibit "B," with the precise location of the acreage to be contiguous with a previously accepted dedication area and/or adjacent to publicly owned park/open space land, and as specified by the accepting Designated Offeree(s) following consultation with OFFEROR. Any proportional dedication permissible under this subsection shall not be affected in any manner by the termination of this Offer.

(d) Management Unit I Termination.

In the event that (i) OFFEROR is prevented, by operation of federal, State or local law (including, but not limited to, the initiative or referendum process), or by any court decision rescinding, blocking or otherwise adversely affecting OFFEROR'S entitlement to develop, from completing (i.e., receiving certificates of use and occupancy for) the first one thousand (1,000) primary residential dwelling units of Offeror's coastal development under the LCP, and (ii) such legal impediment continues for six months after OFFEROR's notice to the Designated Offeree(s) without being removed or cured to OFFEROR's satisfaction, then OFFEROR may terminate all interest of Designated Offeree in Management Unit I in excess of the Proportional Dedication ratio (as applied to completed units) as provided in Section 3.E hereof. At any time that OFFEROR is subsequently entitled to proceed with development in the manner provided in the LCP, all dedication requirements and provisions shall be automatically reinstated, provided that the term of the Offer has not expired.

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(4) Dedication Commitments - Effect of Delay in Development

(a) Areas Graded but Not Completed. For any development area of the LCP that has been graded and thereafter remains unimproved (i.e., without streets, infrastructure, and permanent drainage systems) for a period of five (5) years following the commencement of grading, the Designated Offeree(s) may accept a portion of a Management Unit in accordance with the proportional dedication formula in Subsection 3.D(3)(c) above, with the application of the formula based on the number of development units specified/authorized in the Coastal Development Permit which served as the governmental authorization for the grading activity. (If the permit does not specify the number of units applicable to the particular area, the proportional dedication shall be determined by the percentage of land area graded in relation to the area containing the maximum number of units allowed by the LCP in that planning area.) This provision shall not apply where the delay in vesting development rights on the land area in question has occurred as a result of the operation of federal, State or local law (including, but not limited to, the initiative or referendum process) or by any court decision rescinding, blocking or otherwise adversely affecting OFFEROR's governmental entitlement to develop the specified units on said land area.

(b) Fifteen Year Deadline for Completing All Dedications. Any Management Units that have not been eligible for acceptance ("Ineligible Management Units") pursuant to the provisions of Subsection 3.D(2) above may be accepted fifteen (15) years after the recording of

this Offer. Provided, however, that in the event OFFEROR is prevented from proceeding with development (i.e., unable to proceed voluntarily) by operation of federal, State, or local law (including, but not limited to, the initiative or referendum process) or by any court decision rescinding, blocking or otherwise adversely affecting OFFEROR'S governmental entitlement to develop, the fifteen (15) year time period for accepting any Ineligible Management Units shall be extended by a time period equal to the amount of time the right to proceed with development has been suspended. This provision extending the fifteen (15) year time period shall not apply where the development project has been halted by a final, nonappealable court decision based upon the failure of the development project to comply with the LCP and/or CEQA. In the event OFFEROR becomes subject to a federal, State or local law, an initiative or referendum, or any court decision which limits the allowable number of building permits which may be approved or issued each year (or within a given time period), the fifteen (15) year time period for accepting any Ineligible Management Units shall be extended by a time period equal to the amount of time necessary for OFFEROR to obtain the maximum allowable building permits per year to complete the total development under the LCP; if the foregoing extension of the fifteen (15) year time period would exceed the term of the Offer, OFFEROR may, prior to the expiration of the term of the Offer, record a notice extending the term of the Offer. If no such extension is recorded, the Offer as to any unaccepted portion of the Property (other than proportional dedications as provided in Section 3.D(3)(a) above) shall expire at the time provided in Section 1 above, and OFFEROR's development entitlements (which were conditioned upon the dedication of such unaccepted areas) for the then remaining undeveloped portions of the Irvine Coast shall also expire at that time (unless other mitigating measures satisfactory to applicable governmental authorities have been undertaken by OFFEROR).

(5) Use of Dedicated Lands.

The acceptance of dedication of any portion or all of the PROPERTY is conditioned on a requirement that it may be used only for purposes consistent with the Permitted Uses specified in Section 3.B(1)(a) above, and may be conveyed subsequent to the initial acceptance only for such uses and only to other Designated Offerees.

(6) Dedication Area Access.

Access to the PROPERTY prior to any acceptance shall be limited to the applicable Designated Offeree(s), its employees, licensees, representatives and independent contractors acting within the scope of their employment by such Designated Offeree, solely for the purposes of surveying, mapping and planning activities related to future

management of the dedication areas. Any such access shall be subject to OFFEROR's entry permit requirements and shall be reasonably provided so long as the party desiring access holds a valid Entry Permit from OFFEROR and gives OFFEROR not less than five (5) working days prior written notice of such entry. Subject to the conditions of OFFEROR's entry permit and except to the extent caused by the negligent or intentional acts or omissions of such Designated Offeree, its officers, employees and agents, OFFEROR for itself, its heirs, successors and assigns, does hereby release such Designated Offeree, its officers, employees and agents, from any and all liability arising out of any such access prior to acceptance of the portion of the Property so entered.

[Note: The following Section E applies to Management Unit I only]

E. Power of Termination. In addition to the above matters, the offer of Management Unit I hereunder is subject to the condition, coupled with a power of termination upon the occurrence of certain events hereinafter described, that OFFEROR may terminate the interest of Designated Offeree in the portion of Management Unit I (the "Excess Portion") which is in excess of the Proportional Dedication ratio (as defined in Section 3.D(3)(c) above. OFFEROR may exercise such power of termination as to the Excess Portion upon the occurrence of all of the following events subsequent to acceptance of the offer of Management Unit I by a Designated Offeree:

(1) Development Stoppage. OFFEROR is prevented, by operation of federal, state or local law (including, but not limited to, the initiative or referendum process) or by any court decision rescinding, blocking or otherwise adversely affecting OFFEROR's entitlement to develop, from completing (i.e., receiving certificates of use and occupancy for) the first one thousand (1,000) primary residential dwelling units of its coastal development under the LCP.

(2) Six Months Continued Stoppage. OFFEROR has provided Designated Offeree with written notice of the legal impediment preventing OFFEROR's development as specified in (1) above, and such impediment has continued for six consecutive months following the date of such notice without such impediment being cured or removed to OFFEROR's satisfaction.

(3) Exercise of Power. OFFEROR has provided Designated Offeree with written notice of the expiration of the six month period specified in (2) above, the continued existence of the impediment to OFFEROR's development, and of OFFEROR's intention to exercise its power of termination as to the Excess Portion. The exercise of such power of termination shall occur, and the termination of Designated Offeree's interest in the Excess Portion shall be effective, on the

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date on which OFFEROR records notice of such termination (the "Termination Notice") in the Official Records of Orange County in accordance with the provisions of California Civil Code §885.050, as amended from time to time.

The above condition is hereby declared to be a condition subsequent to which Designated Offeree's interest in Management Unit I is and shall be subject, and upon the occurrence of the events enumerated above, OFFEROR shall have the power to terminate Designated Offeree's fee simple estate in the Excess Portion and cause the same to revert to OFFEROR. Because this power of termination may become subject to Chapter 5, Title 5, Part 2, Division II of the California Civil Code (or similar or subsequent laws) providing for the expiration of ancient powers of termination, OFFEROR may do any act necessary or beneficial to preserving this power of termination, including the recording of notices and instruments. If OFFEROR requests, County shall sign and, where required, acknowledge further written extensions of time periods under any applicable law, including applicable statutes of limitation, providing for the expiration of ancient powers of termination.

F. Offer Irrevocable. Subject to the preceding terms and conditions, this Offer is irrevocable and shall be absolutely binding upon the undersigned OFFEROR, its respective heirs, successors, and assigns.

G. Detachment from IRWD Districts. The PROPERTY lies mostly within the boundaries of Irvine Ranch Water District (IRWD). It is anticipated that future water and sewer services will be available from IRWD pursuant to appropriate agreements and rates to be negotiated between Designated Offeree and IRWD. Improvement Districts 104, 204, 142 and 242 of IRWD include portions of the PROPERTY. Plans of work were adopted for such Improvement Districts which contemplate provision of water and sewer service for residential and commercial development of the lands within such Improvement Districts. The proposed use of the PROPERTY by a Designated Offeree will not be benefitted to the same extent as the remainder of the lands within such Improvement Districts. In addition, Designated Offeree does not intend that owners of lands within such Improvement Districts, outside of the PROPERTY, should subsidize through property taxes or other charges or assessments, provision for water and sewer service to the PROPERTY. Except to the extent that the applicable Designated Offeree desires to have services provided by means of its participation in and payment of assessments to one or more of the previously mentioned Improvement Districts, Designated Offeree consents and agrees to execute, concurrently with its acceptance of each Management Unit under this Offer or at any other time after such acceptance upon written request from OFFEROR, its written assent to IRWD to detach the PROPERTY from IRWD Improvement Districts 104, 204, 142 and 242 and to make joint application with OFFEROR to IRWD for such detachment. With respect to any such requested assent from County after the acceptance of a Management Unit, written assent may be obtained from County's Director of Environmental Agency or his designee. Designated Offeree shall not be responsible for paying any administrative and processing costs assessed by IRWD for such detachment.

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H. Maintenance and Use Prior to Acceptance. OFFEROR shall be responsible for maintaining the PROPERTY offered for dedication until the Offer is accepted by a Designated Offeree or the Offer is terminated as provided above. OFFEROR also agrees not to use the PROPERTY for any use other than those provided for in the LCP, which uses(s) will not diminish the resource values for which the PROPERTY is offered, until this Offer is accepted by a Designated Offeree or terminated according to the provisions hereof. Further, OFFEROR shall comply with all requirements as specified in Sections 3.A(5) and 3.A(6) in the event the easements reserved in either such section are used by OFFEROR prior to the acceptance of Management Units I and IV and/or the OFFER as to such Management Units is terminated as provided herein.

I. Condition of Property. The Property shall be dedicated under this Offer by OFFEROR in "AS IS" condition, without any representation or warranty, real or implied, as to its condition or suitability for any use. Acceptance of this Offer shall constitute the accepting entity's agreement to indemnify and hold OFFEROR harmless from and against any liability to the accepting entity or any third party for any defect, patent or latent, in the Property.

J. Condemnation. If for any reason COUNTY institutes an action in eminent domain to acquire property of OFFEROR which is designated for dedication pursuant to this Offer, then notwithstanding the dedication requirements of the LCP, COUNTY shall be required to pay just compensation for such property based on its fair market value for highest and best use and in all other respects as provided under applicable eminent domain laws and without regard to its designation for dedication purposes. In addition, OFFEROR shall have all rights available to it at law to contest such acquisition or the value thereof.

4. NOTICES

All written notices pursuant to this Offer shall be addressed as set forth below or as either party may hereafter designate by written notice to the other and shall be sent through the United States registered mail or made by personal delivery.

If to COUNTY:

County of Orange
GSA/Real Estate Division
P.O. Box 4106
Santa Ana, CA 92702
Attn: Manager

and

County of Orange
Environmental Management Agency
P.O. Box 4048
Santa Ana, CA 92702
Attn: Director

If to OFFEROR:

The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

All notices provided for herein shall be deemed to have been duly given if and when personally served or 48 hours after being sent by United States registered mail, return receipt requested, postage prepaid.

5. ATTACHMENTS

This Offer includes the following Exhibits A through I, which are attached hereto and made a part hereof:

- A. Legal Description of PROPERTY
- B. Map of PROPERTY
- C. Title Report
- D. Depiction of Adjoining Property
- E. Legal Description of Adjoining Property
- F. Depiction of Benefitted Property
- G. Legal Description of Benefitted Property (Hotel Sites)
- H. Permitted Uses Excerpt from LCP
- I. LUP for Development Areas

6. MISCELLANEOUS

A. Effect of Acceptance. Approval as well as acceptance by a Designated Offeree of this Offer, as it may be amended from time to time, shall constitute such entity's agreement to be bound by all of the terms, conditions, restrictions, exclusions and reservations included in this Offer and such amendments.

B. Captions. The captions used herein are for convenience only and are not a part of this instrument and do not in any way limit or amplify the scope of intent of the terms and provisions hereof.

C. Application to Offeror. Notwithstanding anything herein contained to the contrary, if OFFEROR (or any Successor as defined in Section 3.B(2)(e) above) reacquires title to the

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Property or any portion thereof at any time after the expiration of this Offer, the provisions of this instrument shall automatically cease and terminate as to such reacquired property and be of no further force or effect as to OFFEROR or such successor in interest or such subsidiary. The provisions of this Section 6(C) shall not apply in the event of a reacquisition of title by OFFEROR as a result of the exercise of OFFEROR's power of termination under Section 3(C) or, provided that the term of the Offer has not expired, Section 3(E) above.

D. Binding Effect. Except as otherwise provided herein, all terms, conditions, restrictions, exclusions and reservations of this Offer, and the acquisition of all or any portion of the Property by acceptance thereof, shall be binding upon and inure to the benefit of each Designated Offeree and OFFEROR, and their respective successors and assigns.

IN WITNESS WHEREOF, OFFEROR has caused this Offer to be executed by its duly authorized officers as of the date first set forth above.

OFFEROR

THE IRVINE COMPANY
a Michigan corporation

HW
IME By: *William H. H. H. H.*
Executive Vice President

By: *James I. Cronan*
Assistant Secretary



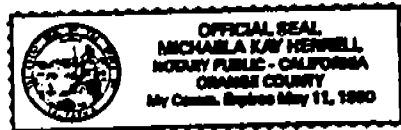
CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF Orange ss:

On October 26, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. McFarland personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Executive Vice President, and James R. Cavanaugh personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Assistant Secretary Secretary of the Corporation that executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Michaela Kay Herrell



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CERTIFICATE OF ACCEPTANCE

This is to certify that the within document is hereby accepted for purposes of recordation only, under authority of a Resolution adopted by the Board of Supervisors of Orange County. This acceptance is not to be construed in any way, shape, form, or manner as an acceptance of the Offer for any particular Management Unit referenced in the subject document.

Dated: 11-10-88

By: John R. Shaddy

John R. Shaddy, Manager
GSA/Real Estate Division

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APPROVALS

Approved as to form by
County Counsel on 4/27/88

By: [Signature]

Description Approved by EMA
on AUG 16 1988

By: H. SCOTT

Recommended for approval
by General Services Agency,
Real Estate Division

By: [Signature]

Recommended for approval by
Environmental Management
Agency, EMA Harbors,
Beaches and Parks

By: [Signature]

16-Aug-1988

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LEGAL DESCRIPTION

Management Unit I

Facility: Irvine Coast Regional Park

Facility No.: PR63A

Parcel No.: 101

Those portions of Blocks 167, 180, 181, 182 and 185 of Irvine's Subdivision, in the County of Orange, State of California, per 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 westerly terminus of that certain course cited as having a bearing of S.77°32'19"W. and a length of 198.05 feet in the general easterly line of the land described as Parcel 1 in the document recorded March 23, 1981 in book 13990, page 1843 of Official Records in the office of said County Recorder; thence normal to said certain course N.12°27'35"W., 250.22 feet; thence N.41°23'06"W., 290.82 feet; thence N.51°28'00"W., 836.00 feet; thence N.39°54'43"W., 690.50 feet; thence N.55°00'00"W., 300.00 feet; thence N.59°30'00"W., 1450.00 feet to a point hereinafter referred to as "Point A"; thence N.74°05'12"W., 371.47 feet; thence N.65°05'03"W., 374.98 feet; thence N.59°05'06"W., 270.40 feet; thence S.18°56'17"W., 79.11 feet; thence S.2°30'02"E., 629.83 feet; thence N.84°04'00"W., 1111.35 feet; thence N.72°40'00"W., 624.64 feet; thence N.26°39'00"W., 1333.50 feet to a point on that certain course cited as having a bearing of N.3°00'46"E. and a length of 456.63 feet in the general easterly line of the land described in Exhibit A of the deed to the State of California recorded August 1, 1980 in book 13685, page 1124 of said Official Records, distant S.3°00'52"W., 329.62 feet along said certain course from its northwesterly terminus; thence along said general easterly line the following courses: (1) N.3°00'52"E., 329.62 feet; (2) N.22°04'10"E., 79.85 feet; (3) N.81°59'04"E., 286.80 feet; (4) N.34°17'19"E., 53.25 feet; (5) N.13°01'54"W., 221.71 feet; (6) N.56°11'25"W., 539.17 feet; (7) N.7°54'32"E., 218.07 feet; (8) N.8°58'16"W., 115.41 feet; (9) N.38°18'37"E., 254.88 feet; (10) N.2°39'53"E., 172.18 feet; (11) N.72°51'55"E., 251.15 feet; (12) N.43°58'43"E., 158.42 feet; (13) N.14°02'16"E., 123.69 feet; (14) N.3°34'41"E., 192.37 feet; (15) N.22°25'27"W., 136.31 feet; (16) N.50°28'44"E., 103.71 feet; (17) S.80°18'34"E., 83.19 feet; (18) N.44°28'34"E., 154.16 feet; (19) N.14°26'32"W., 68.15 feet; (20) N.46°09'14"W., 245.42 feet; (21) N.16°55'45"E., 48.08 feet; (22) N.44°22'19"E., 64.35 feet; (23) N.4°40'07"E., 98.33 feet; (24) N.28°22'38"E., 155.71 feet; (25) N.42°55'09"E., 233.50 feet; (26) N.30°42'49"W., 197.74 feet; (27) N.31°10'08"E., 144.92 feet; (28) N.14°59'48"E., 115.95 feet;

(29) N.22°32'29"W., 114.77 feet; (30) N.8°03'54"E., 242.40 feet;
 (31) N.47°33'44"W., 94.85 feet; (32) N.21°05'08"E., 177.91 feet;
 (33) N.46°47'30"E., 90.55 feet; (34) N.8°38'20"E., 319.62 feet;
 (35) N.45°49'55"E., 195.18 feet; (36) N.68°41'02"E., 88.02 feet;
 (37) S.16°41'51"E., 146.16 feet; (38) S.60°36'22"E., 181.34 feet;
 (39) N.86°41'59"E., 52.09 feet; (40) N.42°30'44"E., 293.02 feet;
 (41) N.23°03'11"E., 255.39 feet; (42) N.71°34'00"E., 56.92 feet;
 (43) S.77°48'53"E., 90.03 feet; (44) N.61°33'32"E., 163.77 feet;
 (45) S.22°22'42"E., 257.39 feet; (46) S.9°56'56"E., 231.48 feet;
 (47) S.77°54'13"E., 114.54 feet; (48) N.51°58'28"E., 99.02 feet;
 (49) N.21°27'52"E., 125.72 feet; (50) N.4°46'31"W., 360.25 feet;
 (51) N.17°24'24"E., 334.31 feet; (52) N.37°18'20"E., 52.80 feet;
 (53) N.79°19'55"E., 140.43 feet; (54) N.43°40'10"E., 60.83 feet;
 (55) N.15°03'10"E., 492.91 feet; (56) N.54°14'52"E., 61.61 feet;
 (57) N.5°26'19"W., 126.57 feet; (58) N.34°06'58"E., 74.89 feet;
 (59) N.6°16'32"W., 804.82 feet; and (60) N.58°12'15"W., 402.38 feet to
 the northwesterly terminus of that certain course cited as having a
 bearing of S.62°51'54"E. and a length of 1752.88 feet in the general
 northerly line of said Parcel 1; thence along said northerly line, the
 following courses: (1) S.62°51'48"E., 1752.88 feet; (2) S.64°52'28"E.,
 1493.44 feet; (3) S.60°59'30"E., 540.25 feet; (4) S.49°25'29"E., 871.18
 feet; (5) S.66°26'18"E., 84.08 feet; (6) S.64°23'58"E., 711.68 feet;
 (7) S.60°00'16"E., 513.59 feet; and (8) S.60°24'46"E., 369.20 feet;
 thence S.12°13'30"E., 385.75 feet; thence S.49°20'33"E., 192.98 feet;
 thence S.32°47'45"E., 111.96 feet; thence S.20°20'54"E., 135.68 feet;
 thence S.48°28'43"E., 393.07 feet to a point on that certain course
 cited as having a bearing of S.6°48'26"E. and a length of 443.29 feet
 in said general easterly line, distant N.6°48'20"W., 247.99 feet along
 said certain course from its southerly terminus; thence along said
 general easterly line, the following courses: (1) S.6°48'20"E., 247.99
 feet; (2) Southerly 149.93 feet along a tangent curve, concave
 westerly, having a radius of 345.00 feet and a central angle of
 24°54'00"; and (3) S.18°05'40"W., 160.76 feet; thence S.77°20'57"W.,
 319.95 feet; thence N.80°00'00"W., 150.00 feet; thence N.50°30'22"W.,
 136.92 feet; thence S.61°55'05"W., 201.45 feet; thence S.4°02'28"E.,
 181.02 feet; thence S.15°00'00"E., 780.00 feet; thence N.54°42'38"W.,
 267.42 feet; thence N.88°15'23"W., 158.03 feet; thence S.24°07'06"W.,
 211.09 feet; thence S.45°00'00"E., 560.00 feet; thence S.15°00'00"E.,
 135.00 feet; thence S.28°01'19"W., 308.23 feet; thence S.23°29'18"E.,
 528.70 feet to a point on that certain course cited as having a bearing
 of S.12°52'49"W. and a length of 385.94 feet in said general easterly
 line, distant N.12°52'55"E., 357.70 feet along said certain course from
 its southerly terminus; thence along said general easterly line, the
 following courses: (1) S.12°52'55"W., 357.70 feet; (2) Southerly 258.36
 feet along a tangent curve, concave easterly, having a radius of 655.00
 feet and a central angle of 22°36'00"; (3) S.9°43'05"E., 462.58 feet;
 (4) Southerly 47.78 feet along a tangent curve, concave westerly,
 having a radius of 145.00 feet and a central angle of 18°52'45"; and
 (5) S.9°09'40"W., 909.78 feet; thence N.80°50'20"W., 200.00 feet;
 thence S.9°09'40"W., 300.00 feet; thence S.80°50'20"E., 200.00 feet to
 an intersection with that certain course cited as having a bearing of
 S.9°09'34"W. and a length of 1981.77 feet in said general easterly
 line; thence along said general easterly line, the following courses:
 (1) S.9°09'40"W., 771.99 feet; (2) Southerly 255.55 feet along a

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tangent curve, concave easterly, having a radius of 1255.00 feet and a central angle of $11^{\circ}40'00''$; (3) S. $2^{\circ}30'20''$ E., 532.31 feet; (4) Southwesterly 261.21 feet along a tangent curve, concave northwesterly, having a radius of 195.00 feet and a central angle of $76^{\circ}45'00''$; (5) S. $74^{\circ}14'40''$ W., 215.79 feet; (6) Westerly 132.05 feet along a tangent curve, concave northerly, having a radius of 195.00 feet and a central angle of $38^{\circ}48'00''$; (7) N. $66^{\circ}57'20''$ W., 248.29 feet; (8) Westerly 715.71 feet along a tangent curve, concave southerly, having a radius of 1155.00 feet and a central angle of $35^{\circ}30'15''$; and (9) S. $77^{\circ}32'25''$ W., 198.05 feet to the point of beginning.

EXCEPT therefrom that portion lying westerly, northwesterly and northerly of the following described line:

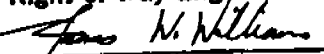
Beginning at said "Point A"; thence N. $34^{\circ}08'03''$ E., 536.99 feet; thence N. $38^{\circ}37'49''$ E., 1079.19 feet; thence N. $22^{\circ}20'26''$ E., 203.64 feet; thence N. $11^{\circ}41'50''$ E., 412.48 feet; thence N. $36^{\circ}52'20''$ E., 1077.52 feet; thence N. $59^{\circ}59'14''$ E., 328.63 feet; thence N. $55^{\circ}39'24''$ E., 248.82 feet; thence N. $11^{\circ}42'48''$ E., 193.49 feet; thence N. $33^{\circ}09'13''$ W., 197.38 feet; thence N. $45^{\circ}20'10''$ W., 436.35 feet; thence N. $24^{\circ}47'05''$ W., 617.04 feet; thence N. $2^{\circ}09'23''$ E., 225.21 feet; thence N. $28^{\circ}30'33''$ E., 229.62 feet; thence N. $53^{\circ}35'35''$ E., 465.86 feet; thence S. $30^{\circ}22'52''$ E., 663.16 feet; thence N. $83^{\circ}34'52''$ E., 300.58 feet; thence N. $68^{\circ}40'27''$ E., 25.06 feet; thence N. $11^{\circ}52'29''$ E., 173.56 feet; thence N. $25^{\circ}34'25''$ W., 930.76 feet; thence N. $73^{\circ}53'55''$ W., 157.56 feet; thence N. $80^{\circ}04'58''$ W., 300.63 feet; thence N. $50^{\circ}10'48''$ W., 234.97 feet; thence N. $16^{\circ}19'19''$ W., 419.02 feet; thence N. $1^{\circ}04'39''$ W., 241.64 feet; thence N. $0^{\circ}02'13''$ W., 223.52 feet; thence N. $5^{\circ}04'18''$ E., 24.41 feet; thence N. $46^{\circ}12'38''$ E., 196.10 feet; thence N. $40^{\circ}03'50''$ E., 25.00 feet; thence S. $88^{\circ}16'10''$ E., 109.62 feet; thence S. $38^{\circ}25'55''$ E., 243.64 feet; thence S. $64^{\circ}24'10''$ E., 484.29 feet; thence S. $75^{\circ}56'13''$ E., 462.70 feet to a point on that certain course cited as having a bearing of S. $49^{\circ}25'35''$ E. and a length of 871.18 feet in said general northerly line, distant N. $49^{\circ}25'29''$ W., 183.04 feet along said certain course from its southeasterly terminus.

APPROVED:



HAROLD I. SCOTT

Right of Way Engineer



JAMES W. WILLIAMS

Registered Civil Engineer

Certificate No. 13154

Expiration Date: Mar. 31, 1989

16-Aug-1988

LEGAL DESCRIPTION

Management Unit II

Facility: Irvine Coast Regional Park

Facility No.: PR63A

Parcel No.: 102

PARCEL A:

Those portions of Blocks 166, 167, 181 and 182 of Irvine's Subdivision, in the County of Orange, State of California, per 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 westerly terminus of that certain course cited as having a bearing of S.77°32'19"W. and a length of 198.05 feet in the general easterly line of the land described as Parcel 1 in the document recorded March 23, 1981 in book 13990, page 1843 of Official Records in the office of said County Recorder; thence normal to said certain course N.12°27'35"W., 250.22 feet; thence N.41°23'06"W., 290.82 feet; thence N.51°28'00"W., 836.00 feet; thence N.39°54'43"W., 690.50 feet; thence N.55°00'00"W., 300.00 feet; thence N.59°30'00"W., 1450.00 feet to a point hereinafter referred to as "Point A"; thence N.74°05'12"W., 371.47 feet; thence N.65°05'03"W., 374.98 feet; thence N.59°05'06"W., 270.40 feet; thence S.18°56'17"W., 79.11 feet; thence S.2°30'02"E., 629.83 feet; thence N.84°04'00"W., 1111.35 feet; thence N.72°40'00"W., 624.64 feet; thence N.26°39'00"W., 1333.50 feet to a point on that certain course cited as having a bearing of N.3°00'46"E. and a length of 456.63 feet in the general easterly line of the land described in Exhibit A of the deed to the State of California recorded August 1, 1980 in book 13685, page 1124 of said Official Records, distant S.3°00'52"W., 329.62 feet along said certain course from its northwesterly terminus; thence along said general easterly line the following courses: (1) N.3°00'52"E., 329.62 feet; (2) N.22°04'10"E., 79.85 feet; (3) N.81°59'04"E., 286.80 feet; (4) N.34°17'19"E., 53.25 feet; (5) N.13°01'54"W., 221.71 feet; (6) N.56°11'25"W., 539.17 feet; (7) N.7°54'32"E., 218.07 feet; (8) N.8°58'16"W., 115.41 feet; (9) N.38°18'37"E., 254.88 feet; (10) N.2°39'53"E., 172.18 feet; (11) N.72°51'55"E., 251.15 feet; (12) N.43°58'43"E., 158.42 feet; (13) N.14°02'16"E., 123.69 feet; (14) N.3°34'41"E., 192.37 feet; (15) N.22°25'27"W., 136.31 feet; (16) N.50°28'44"E., 103.71 feet; (17) S.80°18'34"E., 83.19 feet; (18) N.44°28'34"E., 154.16 feet; (19) N.14°26'32"W., 68.15 feet; (20) N.46°09'14"W., 245.42 feet; (21) N.16°55'45"E., 48.08 feet; (22) N.44°22'19"E., 64.35 feet; (23) N.4°40'07"E., 98.33 feet; (24) N.28°22'38"E., 155.71 feet;

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(25) N.42°55'09"E., 233.50 feet; (26) N.30°42'49"W., 197.74 feet;
 (27) N.31°10'08"E., 144.92 feet; (28) N.14°59'48"E., 115.95 feet;
 (29) N.22°32'29"W., 114.77 feet; (30) N.8°03'54"E., 242.40 feet;
 (31) N.47°33'44"W., 94.85 feet; (32) N.21°05'08"E., 177.91 feet;
 (33) N.46°47'30"E., 90.55 feet; (34) N.8°38'20"E., 319.62 feet;
 (35) N.45°49'55"E., 195.18 feet; (36) N.68°41'02"E., 88.02 feet;
 (37) S.16°41'51"E., 146.16 feet; (38) S.60°36'22"E., 181.34 feet;
 (39) N.86°41'59"E., 52.09 feet; (40) N.42°30'44"E., 293.02 feet;
 (41) N.23°03'11"E., 255.39 feet; (42) N.71°34'00"E., 56.92 feet;
 (43) S.77°48'53"E., 90.03 feet; (44) N.61°33'32"E., 163.77 feet;
 (45) S.22°22'42"E., 257.39 feet; (46) S.9°56'56"E., 231.48 feet;
 (47) S.77°54'13"E., 114.54 feet; (48) N.51°58'28"E., 99.02 feet;
 (49) N.21°27'52"E., 125.72 feet; (50) N.4°46'31"W., 360.25 feet;
 (51) N.17°24'24"E., 334.31 feet; (52) N.37°18'20"E., 52.80 feet;
 (53) N.79°19'55"E., 140.43 feet; (54) N.43°40'10"E., 60.83 feet;
 (55) N.15°03'10"E., 492.91 feet; (56) N.54°14'52"E., 61.61 feet;
 (57) N.5°26'19"W., 126.57 feet; (58) N.34°06'58"E., 74.89 feet;
 (59) N.6°16'32"W., 804.82 feet; and (60) N.58°12'15"W., 402.38 feet to
 the northwesterly terminus of that certain course cited as having a
 bearing of S.62°51'54"E. and a length of 1752.88 feet in the general
 northerly line of said Parcel 1; thence along said northerly line, the
 following courses: (1) S.62°51'48"E., 1752.88 feet; (2) S.64°52'28"E.,
 1493.44 feet; (3) S.60°59'30"E., 540.25 feet; (4) S.49°25'29"E., 871.18
 feet; (5) S.66°26'18"E., 84.08 feet; (6) S.64°23'58"E., 711.68 feet;
 (7) S.60°00'16"E., 513.59 feet; and (8) S.60°24'46"E., 369.20 feet;
 thence S.12°13'30"E., 385.75 feet; thence S.49°20'33"E., 192.98 feet;
 thence S.32°47'45"E., 111.96 feet; thence S.20°20'54"E., 135.68 feet;
 thence S.48°28'43"E., 393.07 feet to a point on that certain course
 cited as having a bearing of S.6°48'26"E. and a length of 443.29 feet
 in said general easterly line, distant N.6°48'20"W., 247.99 feet along
 said certain course from its southerly terminus; thence along said
 general easterly line, the following courses: (1) S.6°48'20"E., 247.99
 feet; (2) Southerly 149.93 feet along a tangent curve, concave
 westerly, having a radius of 345.00 feet and a central angle of
 24°54'00"; and (3) S.18°05'40"W., 160.76 feet; thence S.77°20'57"W.,
 319.95 feet; thence N.80°00'00"W., 150.00 feet; thence N.50°30'22"W.,
 136.92 feet; thence S.61°55'05"W., 201.45 feet; thence S.4°02'28"E.,
 181.02 feet; thence S.15°00'00"E., 780.00 feet; thence N.54°42'38"W.,
 267.42 feet; thence N.88°15'23"W., 158.03 feet; thence S.24°07'06"W.,
 211.09 feet; thence S.45°00'00"E., 560.00 feet; thence S.15°00'00"E.,
 135.00 feet; thence S.28°01'19"W., 308.23 feet; thence S.23°29'18"E.,
 528.70 feet to a point on that certain course cited as having a bearing
 of S.12°52'49"W. and a length of 385.94 feet in said general easterly
 line, distant N.12°52'55"E., 357.70 feet along said certain course from
 its southerly terminus; thence along said general easterly line, the
 following courses: (1) S.12°52'55"W., 357.70 feet; (2) Southerly 258.36
 feet along a tangent curve, concave easterly, having a radius of 655.00
 feet and a central angle of 22°36'00"; (3) S.9°43'05"E., 462.58 feet;
 (4) Southerly 47.78 feet along a tangent curve, concave westerly,
 having a radius of 145.00 feet and a central angle of 18°52'45"; and
 (5) S.9°09'40"W., 909.78 feet; thence N.80°50'20"W., 200.00 feet;
 thence S.9°09'40"W., 300.00 feet; thence S.80°50'20"E., 200.00 feet to
 an intersection with that certain course cited as having a bearing of
 S.9°09'34"W. and a length of 1981.77 feet in said general easterly

line; thence along said general easterly line, the following courses: (1) S.9°09'40"W., 771.99 feet; (2) Southerly 255.55 feet along a tangent curve, concave easterly, having a radius of 1255.00 feet and a central angle of 11°40'00"; (3) S.2°30'20"E., 532.31 feet; (4) Southwesterly 261.21 feet along a tangent curve, concave northwesterly, having a radius of 195.00 feet and a central angle of 76°45'00"; (5) S.74°14'40"W., 215.79 feet; (6) Westerly 132.05 feet along a tangent curve, concave northerly, having a radius of 195.00 feet and a central angle of 38°48'00"; (7) N.66°57'20"W., 248.29 feet; (8) Westerly 715.71 feet along a tangent curve, concave southerly, having a radius of 1155.00 feet and a central angle of 35°30'15"; and (9) S.77°32'25"W., 198.05 feet to the point of beginning.

EXCEPT therefrom that portion lying easterly, southeasterly and southerly of the following described line:

Beginning at said "Point A"; thence N.34°08'03"E., 536.99 feet; thence N.38°37'49"E., 1079.19 feet; thence N.22°20'26"E., 203.64 feet; thence N.11°41'50"E., 412.48 feet; thence N.36°52'20"E., 1077.52 feet; thence N.59°59'14"E., 328.63 feet; thence N.55°39'24"E., 248.82 feet; thence N.11°42'48"E., 193.49 feet; thence N.33°09'13"W., 197.38 feet; thence N.45°20'10"W., 436.35 feet; thence N.24°47'05"W., 617.04 feet; thence N.2°09'23"E., 225.21 feet; thence N.28°30'33"E., 229.62 feet; thence N.53°35'35"E., 465.86 feet; thence S.30°22'52"E., 663.16 feet; thence N.83°34'52"E., 300.58 feet; thence N.68°40'27"E., 25.06 feet; thence N.11°52'29"E., 173.56 feet; thence N.25°34'25"W., 930.76 feet; thence N.73°53'55"W., 157.56 feet; thence N.80°04'58"W., 300.63 feet; thence N.50°10'48"W., 234.97 feet; thence N.16°19'19"W., 419.02 feet; thence N.1°04'39"W., 241.64 feet; thence N.0°02'13"W., 223.52 feet; thence N.5°04'18"E., 24.41 feet; thence N.46°12'38"E., 196.10 feet; thence N.40°03'50"E., 25.00 feet; thence S.88°16'10"E., 109.62 feet; thence S.58°25'55"E., 243.64 feet; thence S.64°24'10"E., 484.29 feet; thence S.75°56'13"E., 462.70 feet to a point on that certain course cited as having a bearing of S.49°25'35"E. and a length of 871.18 feet in said general northerly line, distant N.49°25'29"W., 183.04 feet along said certain course from its southeasterly terminus.

PARCEL B:

Those portions of Blocks 161 and 167 of Irvine's Subdivision, in the County of Orange, State of California, per 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 northwesterly terminus of that certain course cited as having a bearing of S.54°32'56"E. and a length of 526.14 feet in the general northerly line of the land described as Parcel 1 in the document recorded March 23, 1981 in book 13990, page 1843 of Official Records in the office of said County Recorder; thence along said general northerly line, the following courses: (1) S.54°32'50"E., 526.14 feet; (2) S.39°06'53"E., 465.65 feet; (3) S.66°44'13"E., 658.40 feet; (4) N.83°28'44"E., 326.82 feet; (5) S.60°08'06"E., 785.39 feet; (6) S.68°21'30"E., 560.20 feet; and (7) S.34°56'08"E., 457.86 feet to the southeasterly terminus of that certain course cited as having a

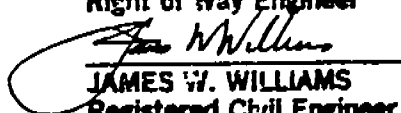
bearing of N.66°48'28"W. and a length of 239.17 feet in the boundary line of the land described in Exhibit A of the deed to the State of California, recorded August 1, 1980 in book 13685, page 1124 of said Official Records; thence N.66°48'22"W., 239.17 feet along said certain course to the southeasterly terminus of that certain course cited as having a bearing of S.66°47'38"E. and a length of 745.50 feet in the general northerly line of Parcel 3 of the land described in the deed to the State of California, recorded December 19, 1979 in book 13439, page 94 of said Official Records; thence along said general northerly line, the following courses: (1) N.66°48'22"W., 745.50 feet; (2) N.74°33'20"W., 420.20 feet; (3) N.85°07'16"W., 515.88 feet; (4) N.71°27'18"W., 584.39 feet; and (5) N.44°32'11"W., 678.84 feet to the southeasterly terminus of that certain course cited as having a bearing of N.35°18'58"W. and a length of 2345.66 feet in Exhibit A of the deed to the State of California recorded November 17, 1981 in book 14292, page 953 of said Official Records; thence N.35°19'48"W., 680.88 feet along said certain course; thence N.54°40'12"E., 161.91 feet to the point of beginning.

88-579326

APPROVED:



HAROLD I. SCOTT
Right of Way Engineer



JAMES W. WILLIAMS
Registered Civil Engineer
Certificate No. 13154
Expiration Date: Mar. 31, 1989

16-Aug-1988

LEGAL DESCRIPTION

Management Unit III

Facility: Irvine Coast Regional Park

Facility No.: PR63A

Parcel No.: 103

Those portions of Blocks 165, 166, 182 and 183 of Irvine's Subdivision, in the County of Orange, State of California, per 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 westerly terminus of that certain course cited as having a bearing of S.77°32'19"W. and a length of 198.05 feet in the general easterly line of the land described as Parcel 1 in the document recorded March 23, 1981 in book 13990, page 1843 of Official Records in the office of said County Recorder; thence normal to said certain course N.12°27'35"W., 250.22 feet; thence N.41°23'06"W., 290.82 feet; thence N.51°28'00"W., 656.00 feet; thence N.39°54'43"W., 690.50 feet; thence N.55°00'00"W., 300.00 feet; thence N.59°30'00"W., 1450.00 feet; thence N.74°05'12"E., 371.47 feet; thence N.65°05'03"W., 374.98 feet; thence N.59°05'06"W., 270.40 feet to a point hereinafter referred to as "Point B"; thence S.18°56'17"W., 79.11 feet; thence S.2°30'02"E., 629.83 feet; thence N.84°04'00"W., 1111.35 feet; thence N.72°40'00"W., 624.64 feet; thence N.26°39'00"W., 1333.50 feet to a point on that certain course cited as having a bearing of N.3°00'46"E. and a length of 456.63 feet in the general easterly line of the land described in Exhibit A of the deed to the State of California recorded August 1, 1980 in book 13685, page 1124 of said Official Records, distant S.3°00'52"W., 329.62 feet along said certain course from its northwesterly terminus; thence along said general easterly line the following courses: (1) S.3°00'52"W., 127.01 feet; (2) S.9°58'25"W., 554.38 feet; (3) S.44°25'23"W., 280.03 feet; (4) N.55°48'10"W., 188.60 feet; (5) N.2°36'15"E., 352.36 feet; (6) N.16°42'03"E., 459.37 feet; (7) N.24°40'31"W., 81.44 feet; (8) N.4°50'06"E., 545.94 feet; (9) N.74°55'47"W., 107.70 feet; (10) S.45°41'51"W., 349.34 feet; (11) S.84°38'45"W., 128.56 feet; (12) S.51°20'31"W., 102.45 feet; (13) S.35°16'15"E., 100.44 feet; (14) S.4°14'17"W., 162.44 feet; (15) S.34°08'43"W., 210.24 feet; (16) S.8°31'45"E., 80.90 feet; (17) S.23°16'10"W., 217.71 feet; (18) S.78°41'30"W., 50.99 feet; (19) N.61°41'51"W., 118.12 feet; (20) S.79°22'55"W., 130.23 feet; (21) S.11°55'00"W., 222.80 feet; (22) S.11°22'56"E., 303.98 feet; (23) S.4°02'35"W., 368.92 feet; (24) N.86°46'58"W., 178.28 feet; (25) S.56°21'37"W., 653.43 feet; (26) N.74°33'07"W., 78.85 feet; (27) S.59°28'48"W., 155.55 feet; (28) S.29°15'56"W., 265.94 feet;

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(29) S.65°45'29"W., 165.60 feet; (30) N.87°53'48"W., 327.22 feet;
 (31) S.14°57'50"W., 240.14 feet; (32) S.60°27'46"W., 275.86 feet;
 (33) S.23°02'02"W., 587.86 feet; (34) S.83°07'12"W., 58.42 feet;
 (35) S.27°09'32"W., 173.08 feet; (36) N.87°29'52"W., 229.22 feet;
 (37) S.76°36'33"W., 215.87 feet; (38) S.36°57'57"W., 121.40 feet;
 (39) S.30°24'59"W., 286.42 feet; (40) S.33°41'18"E., 385.79 feet;
 (41) S.3°37'11"E., 158.32 feet; (42) S.69°08'03"W., 193.71 feet;
 (43) S.43°50'54"W., 105.38 feet; (44) S.51°00'38"W., 162.11 feet;
 (45) S.6°38'03"W., 173.16 feet; (46) S.18°40'07"W., 156.22 feet;
 (47) S.27°32'28"W., 499.61 feet; (48) S.0°45'44"E., 75.01 feet;
 (49) N.85°49'16"W., 178.47 feet; (50) S.22°50'07"W., 82.46 feet;
 (51) S.53°50'36"W., 161.01 feet; (52) S.79°33'51"W., 193.20 feet;
 (53) S.15°07'32"W., 38.33 feet; (54) N.82°39'44"W., 368.41 feet; and
 (55) S.40°31'01"W., 274.24 feet to the northwesterly terminus of that
 certain course cited as having a bearing of N.49°28'13"W. and a length
 of 2597.84 feet in the general southerly line of said Parcel 1; thence
 along said general southerly line, the following courses: (1)
 S.49°28'07"E., 2597.84 feet; and (2) S.49°28'11"E., 249.52 feet; thence
 N.40°31'49"E., 1084.12 feet; thence S.47°08'00"E., 2660.70 feet to a
 point on that certain course cited as having a bearing of S.40°46'43"W.
 and a length of 1180.11 feet in said general southerly line, distant
 S.40°46'49"W., 342.96 feet along said certain course from its north-
 easterly terminus; thence along said general southerly line the
 following courses: (1) N.40°46'49"E., 342.96 feet; and (2)
 S.49°28'11"E., 240.83 feet; thence N.40°31'49"E., 987.01 feet; thence
 N.67°42'49"E., 395.53 feet; thence S.35°00'00"E., 1448.00 feet; thence
 S.7°42'22"E., 473.70 feet to the southerly terminus of that certain
 course cited as having a bearing of S.27°57'43"W. and a length of
 515.46 feet in said general southerly line; thence along said general
 southerly line and said general easterly line, the following courses:
 (1) N.27°57'49"E., 515.46 feet; (2) N.5°53'51"W., 222.62 feet;
 (3) N.68°01'21"W., 320.35 feet; (4) N.0°31'49"E., 160.00 feet;
 (5) N.89°03'39"E., 246.11 feet; (6) N.56°05'09"E., 295.13 feet;
 (7) S.25°54'51"E., 540.93 feet; (8) S.0°05'09"W., 243.70 feet;
 (9) S.12°52'29"W., 523.10 feet to a point on a non-tangent curve,
 concave northeasterly and having a radius of 110.00 feet, a radial line
 of said curve to said point bears N.82°59'32"W.; (10) Southerly, South-
 easterly and Easterly 255.16 feet along said curve through a central
 angle of 132°54'19"; (11) Northeasterly 48.87 feet along a reverse
 curve, concave southeasterly, having a radius of 105.00 feet and a
 central angle of 26°40'00"; (12) N.80°46'09"E., 106.00 feet; (13)
 Easterly 83.78 feet along a tangent curve, concave southerly, having a
 radius of 120.00 feet and a central angle of 40°00'00"; (14)
 S.59°13'51"E., 90.00 feet; (15) N.36°16'52"E., 395.53 feet; (16)
 N.42°47'12"E., 359.44 feet; (17) N.55°35'47"E., 252.44 feet; and (18)
 N.47°37'33"E., 215.42 feet to the southerly corner of the land
 described in the deed to the Southern California Edison Company
 recorded February 27, 1958 in book 4210, page 248 of said Official
 Records; thence along the boundary line of said land, the following
 courses: (1) N.42°22'27"W., 280.00 feet; (2) N.47°37'33"E., 250.00
 feet; and (3) S.42°22'27"E., 280.00 feet to said easterly line; thence
 continuing along said easterly line, the following courses: (1)
 N.47°37'33"E., 338.16 feet; (2) N.39°22'46"E., 384.76 feet (3)
 N.37°58'07"E., 681.41 feet to a point on a non-tangent curve, concave

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vesterly and having a radius of 2945.00 feet, a radial line of said curve to said point bears S.63°18'51"E.; (4) Northerly 144.78 feet along said curve through a central angle of 2°49'00"; (5) N.66°07'51"W., 100.00 feet; (6) N.35°58'10"E., 129.75 feet; (7) S.68°39'36"E., 70.00 feet to a point on a non-tangent curve, concave vesterly and having a radius of 2945.00 feet, a radial line of said curve to said point bears S.68°39'36"E.; (8) Northerly 20.00 feet along said curve through a central angle of 0°23'21"; (9) N.20°57'03"E., 300.28 feet; (10) S.69°02'57"E., 60.00 feet; (11) N.20°57'03"E., 68.73 feet; and (12) Northerly 184.42 feet along a tangent curve, concave vesterly, having a radius of 875.00 feet and a central angle of 12°04'34"; thence N.79°55'00"W., 177.65 feet; thence N.39°00'00"W., 255.01 feet; thence N.47°00'00"W., 272.00 feet; thence N.50°19'00"W., 446.00 feet; thence N.16°05'00"E., 253.00 feet; thence N.37°40'23"E., 209.93 feet; thence N.88°00'00"E., 550.00 feet; thence S.59°54'57"E., 404.23 feet to the southwesterly terminus of that certain course cited as having a bearing of S.32°05'04"W. and a length of 346.27 feet in said easterly line; thence along said easterly line, the following courses: (1) N.32°05'10"E., 346.27 feet; (2) N.57°54'50"W., 230.00 feet; (3) N.32°05'10"E., 274.68 feet; (4) N.57°54'50"W., 85.00 feet; (5) N.32°05'10"E., 400.00 feet; (6) S.57°54'50"E., 85.00 feet; (7) N.32°05'10"E., 238.46 feet; (8) Northeasterly 212.42 feet along a tangent curve, concave southeasterly, having a radius of 555.00 feet and a central angle of 21°55'45"; (9) N.54°00'55"E., 350.12 feet; and (10) Northeasterly 227.88 feet along a tangent curve, concave southeasterly, having a radius of 555.00 feet and a central angle of 23°31'30" to the point of beginning.

EXCEPT therefrom that portion lying southeasterly of the following described line:

Beginning at said "Point B"; thence S.18°56'17"W., 79.11 feet; thence S.2°30'02"E., 781.96 feet; thence S.11°00'48"E., 373.99 feet; thence S.22°09'46"W., 237.46 feet; thence S.15°49'12"W., 236.20 feet; thence S.60°31'02"W., 457.80 feet; thence S.84°17'13"W., 417.17 feet; thence S.76°29'41"W., 260.97 feet; thence S.59°18'55"W., 421.52 feet; thence S.77°59'50"W., 344.81 feet; thence S.60°15'37"W., 298.30 feet; thence S.38°40'17"W., 288.05 feet; thence S.15°30'41"W., 305.59 feet; thence S.17°12'00"W., 3973.69 feet; thence S.30°00'00"E., 710.85 feet to a point on that certain course cited as having a bearing of S.40°46'43"W. and a length of 1180.11 feet in said general southerly line, distant S.40°46'49"W., 342.96 feet along said certain course from its northeasterly terminus.

APPROVED:

Harold I. Scott
HAROLD I. SCOTT

Right of Way Engineer

James H. Williams
JAMES H. WILLIAMS

Registered Civil Engineer

Certificate No. 13154

Expiration Date: Mar. 31, 1989

16-Aug-1988

LEGAL DESCRIPTION

Management Unit IV

Facility: Irvine Coast Regional Park

Facility No.: PR63A

Parcel No.: 104

Those portions of Blocks 182, 183 and 185 of Irvine's Subdivision, in the County of Orange, State of California, per 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 westerly terminus of that certain course cited as having a bearing of S.77°32'19"W. and a length of 198.05 feet in the general easterly line of the land described as Parcel 1 in the document recorded March 23, 1981 in book 13990, page 1843 of Official Records in the office of said County Recorder; thence normal to said certain course N.12°27'35"W., 250.22 feet; thence N.41°23'06"W., 290.82 feet; thence N.51°28'00"W., 836.00 feet; thence N.39°54'43"W., 690.50 feet; thence N.55°00'00"W., 300.00 feet; thence N.59°30'00"W., 1450.00 feet; thence N.74°05'12"E., 371.47 feet; thence N.65°05'03"W., 374.98 feet; thence N.59°05'06"W., 270.40 feet to a point hereinafter referred to as "Point B"; thence S.18°56'17"W., 79.11 feet; thence S.2°30'02"E., 629.83 feet; thence N.84°04'00"W., 1111.35 feet; thence N.72°40'00"W., 624.64 feet; thence N.26°39'00"W., 1333.50 feet to a point on that certain course cited as having a bearing of N.3°00'46"E. and a length of 456.63 feet in the general easterly line of the land described in Exhibit A of the deed to the State of California recorded August 1, 1980 in book 13685, page 1124 of said Official Records, distant S.3°00'52"W., 329.62 feet along said certain course from its northwesterly terminus; thence along said general easterly line the following courses: (1) S.3°00'52"W., 127.01 feet; (2) S.9°58'25"W., 554.38 feet; (3) S.44°25'23"W., 280.03 feet; (4) N.55°48'10"W., 188.60 feet; (5) N.2°36'15"E., 352.36 feet; (6) N.16°42'03"E., 459.37 feet; (7) N.24°40'31"W., 81.44 feet; (8) N.4°50'06"E., 545.94 feet; (9) N.74°55'47"W., 107.70 feet; (10) S.45°41'51"W., 349.34 feet; (11) S.84°38'45"W., 128.56 feet; (12) S.51°20'31"W., 102.45 feet; (13) S.35°16'15"E., 100.44 feet; (14) S.4°14'17"W., 162.44 feet; (15) S.34°08'43"W., 210.24 feet; (16) S.8°31'45"E., 80.90 feet; (17) S.23°16'10"W., 217.71 feet; (18) S.78°41'30"W., 50.99 feet; (19) N.61°41'51"W., 118.12 feet; (20) S.79°22'55"W., 130.23 feet; (21) S.11°55'00"W., 222.80 feet; (22) S.11°22'56"E., 303.98 feet; (23) S.4°02'35"W., 368.92 feet; (24) N.86°46'58"W., 178.28 feet; (25) S.56°21'37"W., 653.43 feet; (26) N.74°33'07"W., 78.85 feet; (27) S.59°28'48"W., 155.55 feet; (28) S.29°15'56"W., 265.94 feet;

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(29) S.65°45'29"W., 165.60 feet; (30) N.87°53'48"W., 327.22 feet;
 (31) S.14°57'50"W., 240.14 feet; (32) S.60°27'46"W., 275.86 feet;
 (33) S.23°02'02"W., 587.86 feet; (34) S.83°07'12"W., 58.42 feet;
 (35) S.27°09'32"W., 173.08 feet; (36) N.87°29'52"W., 229.22 feet;
 (37) S.76°36'33"W., 215.87 feet; (38) S.36°57'57"W., 121.40 feet;
 (39) S.30°24'59"W., 286.42 feet; (40) S.33°41'18"E., 385.79 feet;
 (41) S.3°37'11"E., 158.32 feet; (42) S.69°08'03"W., 193.71 feet;
 (43) S.43°50'54"W., 105.38 feet; (44) S.51°00'38"W., 162.11 feet;
 (45) S.6°38'03"W., 173.16 feet; (46) S.18°40'07"W., 156.22 feet;
 (47) S.27°32'28"W., 499.61 feet; (48) S.0°45'44"E., 75.01 feet;
 (49) N.85°49'16"W., 178.47 feet; (50) S.22°50'07"W., 82.46 feet;
 (51) S.53°50'36"W., 161.01 feet; (52) S.79°33'51"W., 193.20 feet;
 (53) S.15°07'32"W., 38.33 feet; (54) N.82°39'44"W., 368.41 feet; and
 (55) S.40°31'01"W., 274.24 feet to the northwesterly terminus of that
 certain course cited as having a bearing of N.49°28'13"W. and a length
 of 2597.84 feet in the general southerly line of said Parcel 1; thence
 along said general southerly line, the following courses: (1)
 S.49°28'07"E., 2597.84 feet; and (2) S.49°28'11"E., 249.52 feet; thence
 N.40°31'49"E., 1084.12 feet; thence S.47°08'00"E., 2660.70 feet to a
 point on that certain course cited as having a bearing of S.40°46'43"W.
 and a length of 1180.11 feet in said general southerly line, distant
 S.40°46'49"W., 342.96 feet along said certain course from its north-
 easterly terminus; thence along said general southerly line the
 following courses: (1) N.40°46'49"E., 342.96 feet; and (2)
 S.49°28'11"E., 240.83 feet; thence N.40°31'49"E., 987.01 feet; thence
 N.67°42'49"E., 395.53 feet; thence S.35°00'00"E., 1448.00 feet; thence
 S.7°42'22"E., 473.70 feet to the southerly terminus of that certain
 course cited as having a bearing of S.27°57'43"W. and a length of
 515.46 feet in said general southerly line; thence along said general
 southerly line and said general easterly line, the following courses:
 (1) N.27°57'49"E., 515.46 feet; (2) N.5°53'51"W., 222.62 feet;
 (3) N.68°01'21"W., 320.35 feet; (4) N.0°31'49"E., 160.00 feet;
 (5) N.89°03'39"E., 246.11 feet; (6) N.56°05'09"E., 295.13 feet;
 (7) S.25°54'51"E., 540.93 feet; (8) S.0°05'09"W., 243.70 feet;
 (9) S.12°52'29"W., 523.10 feet to a point on a non-tangent curve,
 concave northeasterly and having a radius of 110.00 feet, a radial line
 of said curve to said point bears N.82°59'32"W.; (10) Southerly, South-
 easterly and Easterly 255.16 feet along said curve through a central
 angle of 132°54'19"; (11) Northeasterly 48.87 feet along a reverse
 curve, concave southeasterly, having a radius of 105.00 feet and a
 central angle of 26°40'00"; (12) N.80°46'09"E., 106.00 feet; (13)
 Easterly 83.78 feet along a tangent curve, concave southerly, having a
 radius of 120.00 feet and a central angle of 40°00'00"; (14)
 S.59°13'51"E., 90.00 feet; (15) N.36°16'52"E., 395.53 feet; (16)
 N.42°47'12"E., 359.44 feet; (17) N.55°35'47"E., 252.44 feet; and (18)
 N.47°37'33"E., 215.42 feet to the southerly corner of the land
 described in the deed to the Southern California Edison Company
 recorded February 27, 1958 in book 4210, page 248 of said Official
 Records; thence along the boundary line of said land, the following
 courses: (1) N.42°22'27"W., 280.00 feet; (2) N.47°37'33"E., 250.00
 feet; and (3) S.42°22'27"E., 280.00 feet to said easterly line; thence
 continuing along said easterly line, the following courses: (1)
 N.47°37'33"E., 338.16 feet; (2) N.39°22'46"E., 384.76 feet (3)
 N.37°58'07"E., 681.41 feet to a point on a non-tangent curve, concave

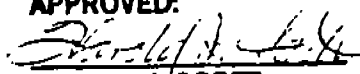
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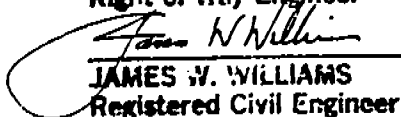
vesterly and having a radius of 2945.00 feet, a radial line of said curve to said point bears S.63°18'51"E.; (4) Northerly 144.78 feet along said curve through a central angle of 2°49'00"; (5) N.66°07'51"W., 100.00 feet; (6) N.35°58'10"E., 129.75 feet; (7) S.68°39'36"E., 70.00 feet to a point on a non-tangent curve, concave westerly and having a radius of 2945.00 feet, a radial line of said curve to said point bears S.68°39'36"E.; (8) Northerly 20.00 feet along said curve through a central angle of 0°23'21"; (9) N.20°57'03"E., 300.28 feet; (10) S.69°02'57"E., 60.00 feet; (11) N.20°57'03"E., 68.73 feet; and (12) Northerly 184.42 feet along a tangent curve, concave westerly, having a radius of 875.00 feet and a central angle of 12°04'34"; thence N.79°55'00"W., 177.65 feet; thence N.39°00'00"W., 255.01 feet; thence N.47°00'00"W., 272.00 feet; thence N.50°19'00"W., 446.00 feet; thence N.16°05'00"E., 253.00 feet; thence N.37°40'13"E., 209.93 feet; thence N.88°00'00"E., 550.00 feet; thence S.59°54'57"E., 404.23 feet to the southwesterly terminus of that certain course cited as having a bearing of S.32°05'04"W. and a length of 346.27 feet in said easterly line; thence along said easterly line, the following courses: (1) N.32°05'10"E., 346.27 feet; (2) N.57°54'50"W., 230.00 feet; (3) N.32°05'10"E., 274.68 feet; (4) N.57°54'50"W., 85.00 feet; (5) N.32°05'10"E., 400.00 feet; (6) S.57°54'50"E., 85.00 feet; (7) N.32°05'10"E., 238.46 feet; (8) Northeasterly 212.42 feet along a tangent curve, concave southeasterly, having a radius of 555.00 feet and a central angle of 21°55'45"; (9) N.54°00'55"E., 350.12 feet; and (10) Northeasterly 227.88 feet along a tangent curve, concave southeasterly, having a radius of 555.00 feet and a central angle of 23°31'30" to the point of beginning.

EXCEPT therefrom that portion lying northwesterly of the following described line:

Beginning at said "Point B"; thence S.18°56'17"W., 79.11 feet; thence S.2°30'02"E., 781.96 feet; thence S.11°00'48"E., 373.99 feet; thence S.22°09'46"W., 237.46 feet; thence S.15°49'12"W., 236.20 feet; thence S.60°31'02"W., 457.80 feet; thence S.84°17'13"W., 417.17 feet; thence S.76°29'41"W., 260.97 feet; thence S.59°18'55"W., 421.52 feet; thence S.77°59'50"W., 344.81 feet; thence S.60°15'37"W., 298.30 feet; thence S.38°40'17"W., 288.05 feet; thence S.15°30'41"W., 305.59 feet; thence S.17°12'00"W., 3973.69 feet; thence S.30°00'00"E., 710.85 feet to a point on that certain course cited as having a bearing of S.40°46'43"W. and a length of 1180.11 feet in said general southerly line, distant S.40°46'49"W., 342.96 feet along said certain course from its northeasterly terminus.

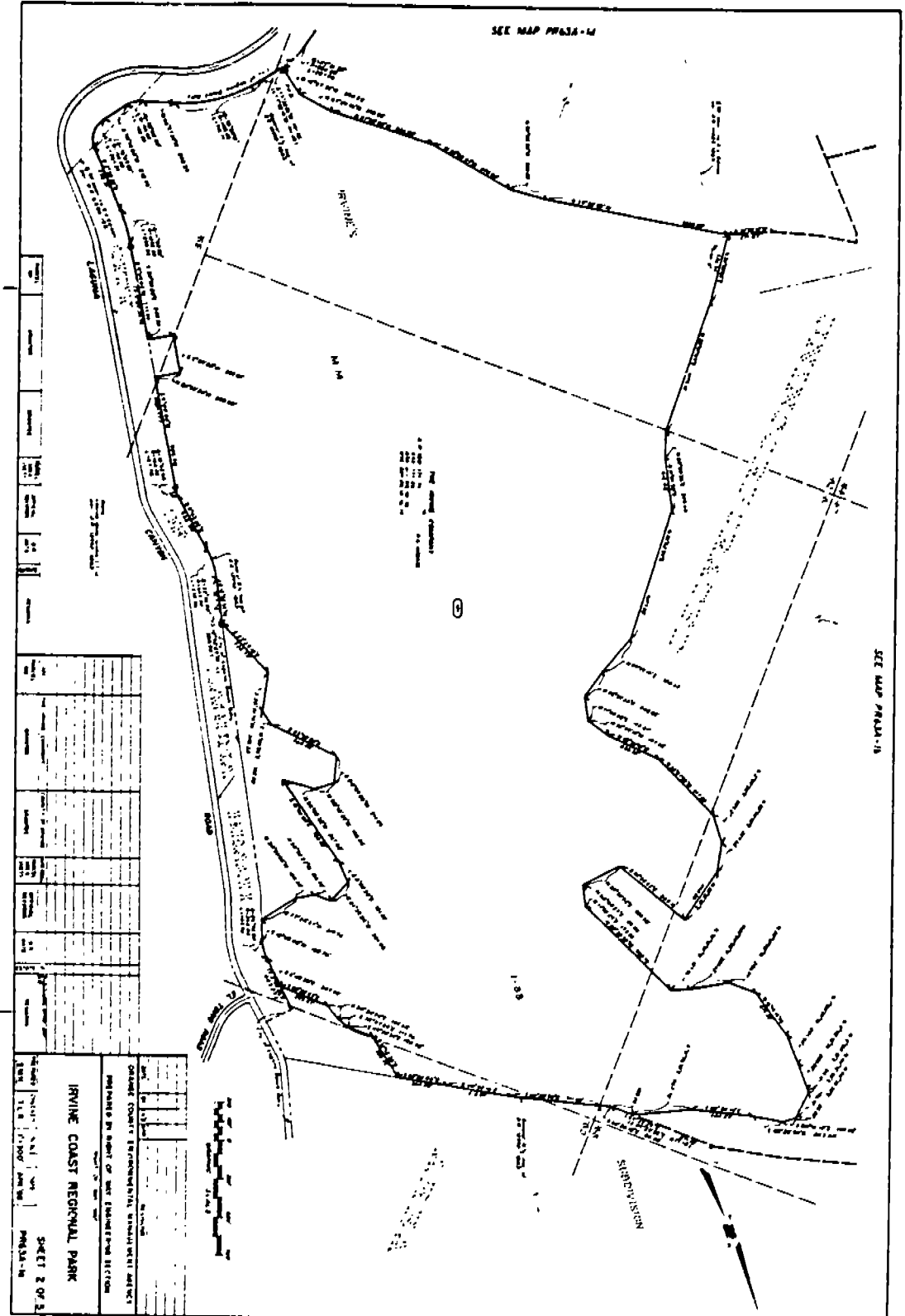
APPROVED:


HAROLD I. SCOTT
Right of Way Engineer

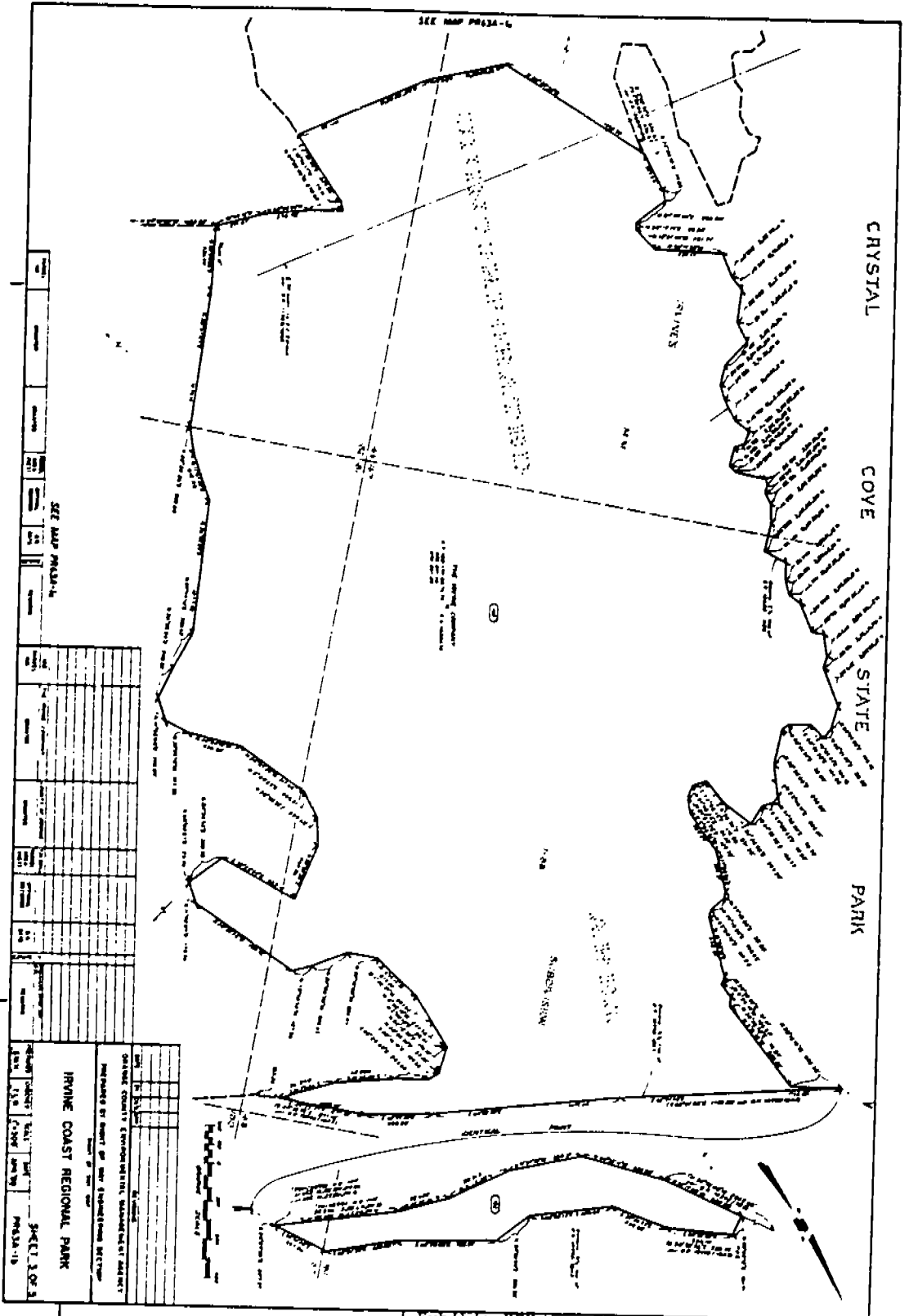

JAMES W. WILLIAMS
Registered Civil Engineer
Certificate No. 13154

Expiration Date: Mar. 31, 1989

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CRYSTAL COVE STATE PARK

SEE MAP PM33-14

SEE MAP PM34-16

IRYME COAST REGIONAL PARK

Map of Iryme Coast Regional Park showing Crystal Cove, State Park, and various trails. The map includes a scale bar, a north arrow, and a legend. A table at the bottom left lists various features and their locations.

Feature	Location
Crystal Cove	Top Left
State Park	Top Right
Trails	Various locations throughout the park
Water Bodies	Crystal Cove, State Park
Vegetation	Various locations throughout the park
Buildings	Various locations throughout the park
Other Features	Various locations throughout the park

[illegible]



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FIRST AMERICAN TITLE INSURANCE COMPANY
114 EAST FIFTH STREET, (P.O. BOX 267)
SANTA ANA, CALIFORNIA 92702
(714) 558-3211

THE KEITH COMPANIES
200 BAKER STREET
COSTA MESA, CALIFORNIA
ATTN: NEIL MORRISON

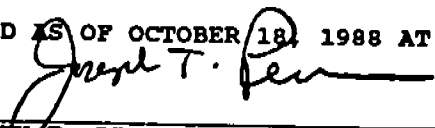
YOUR NO. (IRVINE COAST MANAGEMENT UNIT I)

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, THIS COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF THE POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF THE POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED 18 OF OCTOBER 1988 AT 7:30 A.M.


JOSEPH T. PERNA - TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS: AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY WITH REGIONAL EXCEPTIONS (STANDARD COVERAGE).

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TITLE TO THE ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE IRVINE COMPANY, A MICHIGAN CORPORATION.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL TAXES, COVERING THE HEREIN DESCRIBED AND OTHER LAND, FOR THE FISCAL YEAR 1988-1989.

FIRST INSTALLMENT: \$516.05.

SECOND INSTALLMENT: \$516.05.

CODE AREAS:

66-001, 66-030 AND 66-025.

A. P. NOS.:

495-011-16, 495-021-16, 120-171-71,

495-021-05, 493-021-11, 495-011-18 AND

495-001-19.

2. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

3. THE EFFECT OF MAPS PURPORTING TO SHOW THE HEREIN DESCRIBED AND OTHER LAND RECORDED IN BOOK 1, PAGE 11, IN BOOK 115, PAGE 24 AND IN BOOK 118 PAGE 18, ALL OF RECORD OF SURVEYS.

4. THE EASEMENT OVER A PORTION OF SAID LAND FOR POLE LINES AND INCIDENTAL PURPOSES, AS CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED MARCH 28, 1963 IN BOOK 6486, PAGE 148 OF OFFICIAL RECORDS, AND THE TERMS AND CONDITIONS AS SET FORTH IN SAID DEED, TO WHICH RECORD REFERENCE IS HEREBY MADE FOR ALL PARTICULARS.

5. THE TERMS AND PROVISIONS OF THAT CERTAIN AGRICULTURAL PRESERVE AGREEMENT, DATED FEBRUARY 18, 1969, EXECUTED BY AND BETWEEN THE IRVINE COMPANY, OWNER, AND THE COUNTY OF ORANGE, A POLITICAL SUBDIVISION, RECORDED FEBRUARY 25, 1969 IN BOOK 8884, PAGE 300 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.



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NOTI: AN AMENDMENT TO SAID AGREEMENT WAS RECORDED MAY 13, 1969 IN BOOK 8955, PAGE 899 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.

6. THE PROPERTY COVERED HEREIN LIES WITHIN THE BOUNDARIES OF PENDING ASSESSMENT DISTRICT NO. 77-1, AS DISCLOSED BY ASSESSMENT DISTRICT MAPS FILED IN BOOK 18, PAGE 6 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 39981, RECORDED JANUARY 30, 1978 AND IN BOOK 18, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 11249, RECORDED MARCH 9, 1978 AND IN BOOK 19, PAGE 1 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38818, RECORDED DECEMBER 31, 1979 AND IN BOOK 18, PAGE 48 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38818, RECORDED DECEMBER 31, 1979 AND IN BOOK 19, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 35968, RECORDED NOVEMBER 25, 1980 AND IN BOOK 21, PAGE 12 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 82-162072, RECORDED MAY 11, 1982, ALL OF OFFICIAL RECORDS.

7. ANY RESTRICTIONS COVERING THE FUTURE USE OF SAID LAND, AS DISCLOSED BY "IRVINE COAST PLANNED COMMUNITY REGULATIONS" RECORDED DECEMBER 9, 1987 AS INSTRUMENT NO. 87-680859 OF OFFICIAL RECORDS, COVERING THE HEREIN DESCRIBED AND OTHER LAND.

8. THE PROPERTY COVERED BY SAID LAND LIES WITHIN THE BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1 OF IRVINE RANCH WATER DISTRICT, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 33, PAGE 31 OF ASSESSMENT MAPS AS INSTRUMENT NO. 87-051901 OF OFFICIAL RECORDS RECORDED JANUARY 29, 1987.

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DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF BLOCK 167, 180, 181, 182 AND 185 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88, OF MISCELLANEOUS RECORD MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE 62 OF THE LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED IN BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON 183.04 FEET WESTERLY FROM THE EASTERLY TERMINATION THEREOF, AND ALONG THE GENERAL NORTHERLY LINE OF SAID LAND THE FOLLOWING DESCRIBED COURSES:

- (1) SOUTH 49 DEG. 25' 29" EAST, 183.04 FEET (SOUTH 49 DEG. 25' 35" EAST, PER BOOK 13990, PAGE 1843, OFFICIAL RECORDS);
- (2) SOUTH 66 DEG. 26' 18" EAST, 84.08 FEET;
- (3) SOUTH 64 DEG. 23' 58" EAST, 711.68 FEET;
- (4) SOUTH 60 DEG. 00' 16" EAST, 513.59 FEET;
- (5) SOUTH 60 DEG. 24' 46" EAST, 369.20 FEET, THENCE LEAVING SAID GENERAL NORTHERLY LINE;
- (6) SOUTH 12 DEG. 13' 30" EAST, 385.75 FEET;
- (7) SOUTH 49 DEG. 20' 33" EAST, 192.98 FEET;
- (8) SOUTH 32 DEG. 47' 45" EAST, 111.96 FEET;
- (9) SOUTH 20 DEG. 20' 54" EAST, 135.68 FEET;
- (10) SOUTH 48 DEG. 28' 43" EAST, 393.07 FEET TO A POINT ON THE GENERAL EASTERLY LINE OF THE SAID LAND DESCRIBED IN BOOK 13990, PAGE 1843, OFFICIAL RECORDS, SAID POINT BEING DISTANT THEREON NORTHERLY 247.99 FEET FROM THE SOUTHERLY TERMINATION OF COURSE 70 OF SAID DOCUMENT (SHOWN AS HAVING A BEARING OF SOUTH 6 DEG. 48' 26" EAST), THENCE SOUTHERLY ALONG SAID EASTERLY LINE;
- (11) SOUTH 6 DEG. 48' 20" EAST, 247.99 FEET TO A TANGENT CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 345.00 FEET;

88-579326



OR-1488532

- (12) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24 DEG. 54' 00", AN ARC DISTANCE OF 149.93 FEET;
- (13) THENCE TANGENT TO LAST CURVE, SOUTH 18 DEG. 05' 40" WEST, 160.76 FEET, THENCE LEAVING SAID GENERAL EASTERLY LINE;
- (14) SOUTH 77 DEG. 20' 57" WEST, 319.95 FEET;
- (15) NORTH 80 DEG. 00' 00" WEST, 150.00 FEET;
- (16) NORTH 50 DEG. 30' 22" WEST, 136.92 FEET;
- (17) SOUTH 61 DEG. 55' 05" WEST, 201.45 FEET;
- (18) SOUTH 4 DEG. 02' 28" EAST, 181.02 FEET;
- (19) SOUTH 15 DEG. 00' 00" EAST, 780.00 FEET;
- (20) NORTH 54 DEG. 42' 38" WEST, 267.42 FEET;
- (21) NORTH 88 DEG. 15' 23" WEST, 158.03 FEET;
- (22) SOUTH 24 DEG. 07' 06" WEST, 211.09 FEET;
- (23) SOUTH 45 DEG. 00' 00" EAST, 560.00 FEET;
- (24) SOUTH 15 DEG. 00' 00" EAST, 135.00 FEET;
- (25) SOUTH 28 DEG. 01' 19" WEST, 308.23 FEET;
- (26) SOUTH 23 DEG. 29' 18" EAST, 528.70 FEET TO A POINT ON THE GENERAL EASTERLY LINE OF SAID LAND DESCRIBED IN BOOK 13990, PAGE 1843, OFFICIAL RECORDS, SAID POINT BEING DISTANT NORTHERLY 357.70 FEET FROM THE SOUTHERLY TERMINATION OF COURSE 76 OF SAID DOCUMENT (SHOWN AS HAVING A BEARING OF SOUTH 12 DEG. 52' 49" WEST), THENCE SOUTHERLY ALONG SAID EASTERLY LINE;
- (27) SOUTH 12 DEG. 52' 55" WEST, 357.70 FEET TO A TANGENT CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 655.50 FEET;
- (28) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEG. 36' 00", AN ARC DISTANCE OF 258.36 FEET;
- (29) THENCE TANGENT TO LAST SAID CURVE, SOUTH 9 DEG. 43' 05" EAST, 462.58 FEET TO A TANGENT CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 145.00 FEET;

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OR-1488532

- (30) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEG. 52' 45", AN ARC DISTANCE OF 47.78 FEET;
- (31) THENCE TANGENT TO LAST SAID CURVE SOUTH 9 DEG. 09' 40" WEST, 909.78 FEET, THENCE LEAVING SAID GENERAL EASTERLY LINE;
- (32) NORTH 80 DEG. 50' 20" WEST, 200.00 FEET;
- (33) SOUTH 9 DEG. 09' 40" WEST, 300.00 FEET;
- (34) SOUTH 80 DEG. 50' 20" EAST, 200.00 FEET TO A POINT ON THE GENERAL EASTERLY LINE OF SAID LAND DESCRIBED IN BOOK 13990, PAGE 1843, OFFICIAL RECORDS, SAID POINT BEING DISTANT THEREON 771.99 FEET NORTHERLY FROM THE SOUTHERLY TERMINUS OF COURSE 80 (SHOWN AS HAVING A BEARING OF SOUTH 9 DEG. 09' 34" WEST PER BOOK 13990, PAGE 1843, OFFICIAL RECORDS), THENCE SOUTHERLY ALONG SAID GENERAL EASTERLY LINE;
- (35) SOUTH 9 DEG. 09' 40" WEST, 771.99 FEET TO A TANGENT CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 1255.00 FEET;
- (36) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEG. 40' 00", AN ARC DISTANCE OF 255.55 FEET, THENCE TANGENT TO LAST SAID CURVE;
- (37) SOUTH 2 DEG. 30' 20" EAST 532.31 FEET TO A TANGENT CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 195.00 FEET;
- (38) THENCE SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 76 DEG. 45' 00" AN ARC DISTANCE OF 261.21 FEET;
- (39) THENCE TANGENT TO LAST SAID CURVE SOUTH 74 DEG. 14' 40" WEST, 215.79 FEET TO A TANGENT CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 195.00 FEET;
- (40) THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 38 DEG. 48' 00" AN ARC DISTANCE OF 132.05 FEET;
- (41) THENCE TANGENT TO LAST SAID CURVE NORTH 66 DEG. 57' 20" WEST, 248.29 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1155.00 FEET;
- (42) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEG. 30' 15" AN ARC DISTANCE OF 715.71 FEET;
- (43) THENCE TANGENT TO LAST SAID CURVE SOUTH 77 DEG. 32' 25" WEST, 198.05 FEET, THENCE LEAVING SAID GENERAL EASTERLY LINE;

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OR-1488532

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- (44) NORTH 12 DEG. 27' 35" WEST, 250.22 FEET;
- (45) NORTH 41 DEG. 23' 06" WEST, 290.82 FEET;
- (46) NORTH 51 DEG. 28' 00" WEST, 836.00 FEET;
- (47) NORTH 39 DEG. 54' 43" WEST, 690.50 FEET;
- (48) NORTH 55 DEG. 00' 00" WEST, 300.00 FEET;
- (49) NORTH 59 DEG. 30' 00" WEST, 1450.00 FEET;
- (50) NORTH 34 DEG. 08' 03" EAST, 536.99 FEET;
- (51) NORTH 38 DEG. 37' 49" EAST, 1079.19 FEET;
- (52) NORTH 22 DEG. 20' 26" EAST, 203.64 FEET;
- (53) NORTH 11 DEG. 41' 50" EAST, 412.48 FEET;
- (54) NORTH 36 DEG. 52' 20" EAST, 1077.52 FEET;
- (55) NORTH 59 DEG. 59' 14" EAST, 328.63 FEET;
- (56) NORTH 55 DEG. 39' 24" EAST, 248.82 FEET;
- (57) NORTH 11 DEG. 42' 48" EAST, 193.49 FEET;
- (58) NORTH 33 DEG. 09' 13" WEST, 197.38 FEET;
- (59) NORTH 45 DEG. 20' 10" WEST, 436.35 FEET;
- (60) NORTH 24 DEG. 47' 05" WEST, 617.04 FEET;
- (61) NORTH 2 DEG. 09' 23" EAST, 225.21 FEET;
- (62) NORTH 28 DEG. 30' 33" EAST, 229.62 FEET;
- (63) NORTH 53 DEG. 35' 35" EAST, 465.86 FEET;
- (64) SOUTH 30 DEG. 22' 52" EAST, 663.16 FEET;
- (65) NORTH 83 DEG. 34' 52" EAST, 300.58 FEET;
- (66) NORTH 68 DEG. 40' 27" EAST, 25.06 FEET;
- (67) NORTH 11 DEG. 52' 29" EAST, 173.56 FEET;
- (68) NORTH 25 DEG. 34' 25" WEST, 930.76 FEET;



OR-1488532

88-579326

- (69) NORTH 73 DEG. 53' 55" WEST, 157.56 FEET;
- (70) NORTH 80 DEG. 04' 58" WEST, 300.63 FEET;
- (71) NORTH 50 DEG. 10' 48" WEST, 234.97 FEET;
- (72) NORTH 16 DEG. 19' 19" WEST, 419.02 FEET;
- (73) NORTH 1 DEG. 04' 39" WEST, 241.64 FEET;
- (74) NORTH 0 DEG. 02' 13" WEST, 223.52 FEET;
- (75) NORTH 5 DEG. 04' 18" EAST, 24.41 FEET;
- (76) NORTH 46 DEG. 12' 38" EAST, 196.10 FEET;
- (77) NORTH 40 DEG. 03' 50" EAST, 25.00 FEET;
- (78) SOUTH 88 DEG. 16' 10" EAST, 109.62 FEET;
- (79) SOUTH 58 DEG. 25' 55" EAST, 243.64 FEET;
- (80) SOUTH 64 DEG. 24' 10" EAST, 484.29 FEET;
- (81) THENCE SOUTH 75 DEG. 56' 13" EAST, 462.70 FEET TO THE POINT
OF BEGINNING.

* * * * *

EP
PLATS (CC&R'S, IF ANY) ENCLOSED.

COPY WITH PLAT (AND CC&R, IF ANY) TO:

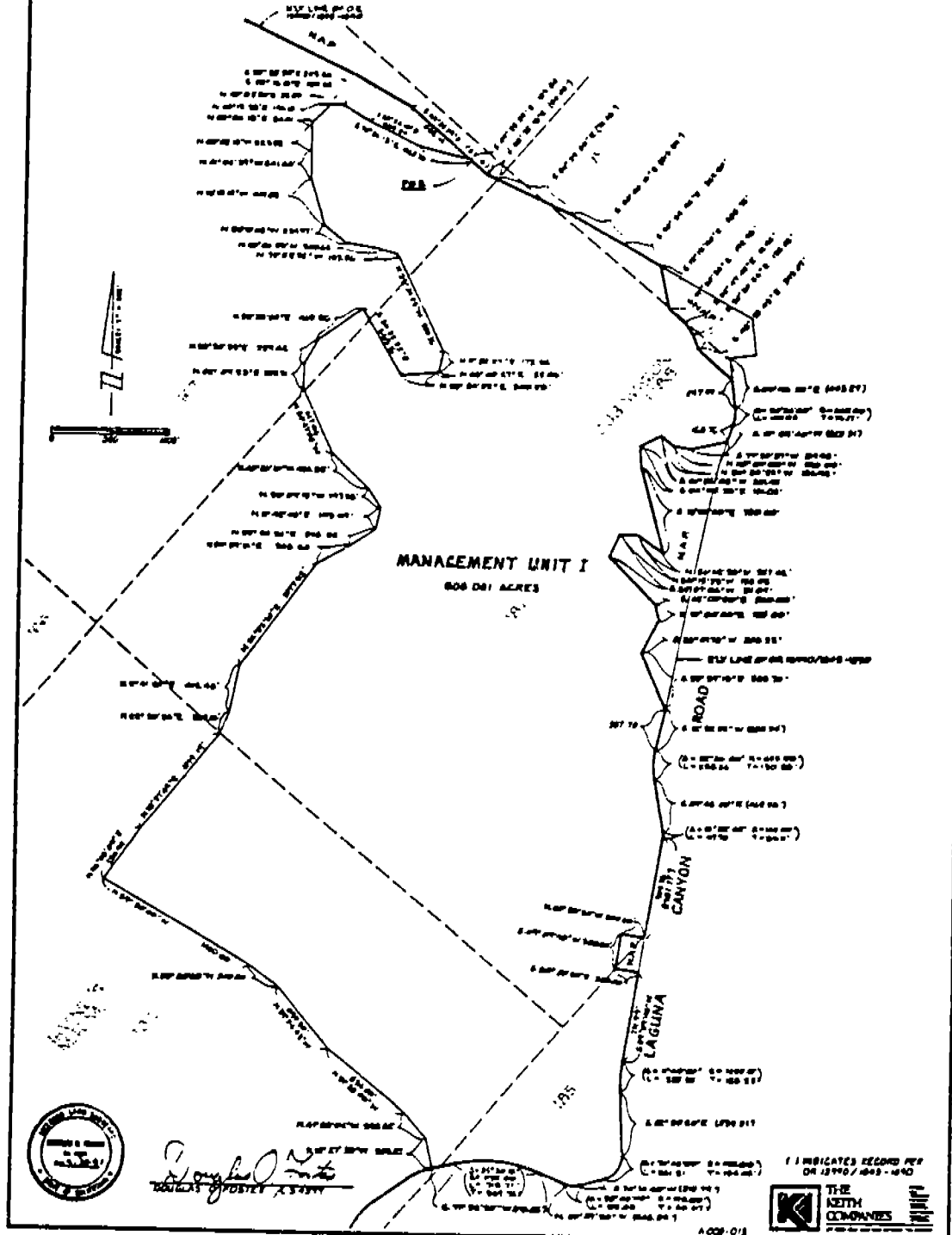
THE IRVINE COMPANY
500 NEWPORT CENTER DRIVE, 5TH FLOOR
NEWPORT BEACH, CALIFORNIA 92660
ATTN: JIM CAVANAUGH

LATHAM & WATKINS
650 TOWN CENTER DRIVE
COSTA MESA, CALIFORNIA
ATTN: JAY DEVERICH

IRVINE COASTAL DEDICATION AREA

EXHIBIT "B"

SHEET 2 OF 3 SHEETS



88-579326



NOTICE

88-579326

Sections 12413 and 12413.5 of the California Insurance Code become effective on January 1, 1985. This new law requires that any title insurance company, underwritten title company or controlled escrow company handling funds in an escrow or subescrow capacity must have all cash, checks and drafts representing disbursements to be made by it deposited into its escrow depository bank account *before* recording your transaction.

When checks (including cashier's, certified and traveler's checks), share drafts and money orders are drawn on or issued by an office of a financial institution located outside the state of California or when *any* draft (other than a share draft) is deposited into or submitted for collection to First American Title Company's escrow depository bank account, there may be a substantial delay in the closing of your transaction or the disbursement of funds to be made by First American Title Company.

To avoid any delay necessitated by this new law please consider the following:

1. Use checks, share drafts or money orders drawn on or issued by offices of financial institutions located within the state of California.
2. Require the wire transfer of the funds from the office of the financial institution located outside the state of California to First American's escrow depository bank account.
3. Avoid using drafts.

If you have any questions about the effect of this new law on your escrow please contact your local First American Title Company office.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - (7-88)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

EXCLUSIONS FROM COVERAGE

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

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

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (AMENDED 10-17-70).**

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 (AMENDED 10-17-70)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

The policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1967

WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (6/67)

EXCLUSIONS FROM COVERAGE

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

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

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1967 (6/67)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy:

(continued on back)

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing here by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1987 (6/87)**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to: (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) affecting or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

9. AMERICAN LAND TITLE ASSOCIATION OWNER POLICY - 1987 (6/87)**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

Part One

1. Taxes or assessments which are not shown as existing here by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - land division
 - improvements on the land
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.



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FIRST AMERICAN TITLE INSURANCE COMPANY
114 EAST FIFTH STREET, (P.O. BOX 267)
SANTA ANA, CALIFORNIA 92702
(714) 558-3211

THE KEITH COMPANIES
200 BAKER STREET
COSTA MESA, CALIFORNIA
ATTN: NEIL MORRISON

YOUR NO. (IRVINE COAST MANAGEMENT UNIT II PARCELS A & B)

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, THIS COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF THE POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF THE POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATE AS OF OCTOBER 18, 1988 AT 7:30 A.M.


JOSEPH T. PERNA - TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS: AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY WITH REGIONAL EXCEPTIONS (STANDARD COVERAGE).



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TITLE TO THE ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE IRVINE COMPANY, A MICHIGAN CORPORATION.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL TAXES, COVERING THE HEREIN DESCRIBED AND OTHER LAND, FOR THE FISCAL YEAR 1988-1989.
FIRST INSTALLMENT: \$535.07.
SECOND INSTALLMENT: \$535.07.
CODE AREA: 66-030.
A. P. NOS.: 495-011-78, 120-171-69, 120-171-71, AND 495-021-05.

2. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

3. THE TERMS AND PROVISIONS OF THAT CERTAIN AGRICULTURAL PRESERVE AGREEMENT, DATED FEBRUARY 18, 1969, EXECUTED BY AND BETWEEN THE IRVINE COMPANY, OWNER, AND THE COUNTY OF ORANGE, A POLITICAL SUBDIVISION, RECORDED FEBRUARY 25, 1969 IN BOOK 8884, PAGE 300 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.

NOTE: AN AMENDMENT TO SAID AGREEMENT WAS RECORDED MAY 13, 1969 IN BOOK 8955, PAGE 899 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.

4. AN EASEMENT FOR BOTH OVERHEAD AND UNDERGROUND ELECTRIC TRANSMISSION LINES, OVER A 50-FOOT STRIP OF SAID LAND, AS GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED JANUARY 15, 1975 IN BOOK 11323, PAGE 1265 OF OFFICIAL RECORDS.

5. THE PROPERTY COVERED HEREIN LIES WITHIN THE BOUNDARIES OF PENDING ASSESSMENT DISTRICT NO. 77-1, AS DISCLOSED BY ASSESSMENT DISTRICT MAPS FILED IN BOOK 18, PAGE 6 OF ASSESSMENT MAPS, AS



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INSTRUMENT NO. 39981, RECORDED JANUARY 30, 1978 AND IN BOOK 18, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 11249, RECORDED MARCH 9, 1978 AND IN BOOK 19, PAGE 1 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38818, RECORDED DECEMBER 31, 1979 AND IN BOOK 18, PAGE 48 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38819, RECORDED DECEMBER 31, 1979 AND IN BOOK 19, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 35968, RECORDED NOVEMBER 25, 1980 AND IN BOOK 21, PAGE 12 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 82-162072, RECORDED MAY 11, 1982, ALL OF OFFICIAL RECORDS.

6. ANY RESTRICTIONS COVERING THE FUTURE OF USE OF SAID LAND, AS DISCLOSED BY "IRVINE COAST PLANNED COMMUNITY REGULATIONS" RECORDED DECEMBER 9, 1987 AS INSTRUMENT NO. 87-680859 OF OFFICIAL RECORDS, COVERING THE HEREIN DESCRIBED AND OTHER LAND.

7. THE PROPERTY COVERED HEREIN LIES WITHIN THE BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1 IRVINE RANCH WATER DISTRICT, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 33, PAGE 31 OF ASSESSMENT MAPS AS INSTRUMENT NO. 87-051901 OF OFFICIAL RECORDS, RECORDED JANUARY 29, 1987.

8. THE EFFECT OF MAPS PURPORTING TO SHOW THE HEREIN DESCRIBED AND OTHER LAND RECORDED IN BOOK 118, PAGE 18 OF RECORD OF SURVEYS.



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DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THOSE PORTIONS OF BLOCKS 166, 167, 181 AND 182 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF COURSE 59 OF THE LAND DESCRIBED IN BOOK 13990, PAGE 1843 OFFICIAL RECORDS OF SAID COUNTY, AND EASTERLY ALONG THE GENERAL NORTHERLY LINE OF SAID LAND THE FOLLOWING DESCRIBED COURSES:

- (1) SOUTH 62 DEG. 51' 48" EAST, 1752.88 FEET; (SOUTH 62 DEG. 51' 54" EAST, PER BOOK 13990, PAGE 1843, OFFICIAL RECORDS);
- (2) SOUTH 64 DEG. 52' 28" EAST, 1493.44 FEET;
- (3) SOUTH 60 DEG. 59' 30" EAST, 540.25 FEET;
- (4) SOUTH 49 DEG. 25' 29" EAST, 688.14 FEET, THENCE LEAVING SAID GENERAL NORTHERLY LINE THE FOLLOWING DESCRIBED COURSES:
- (5) NORTH 75 DEG. 56' 13" WEST, 462.70 FEET;
- (6) NORTH 64 DEG. 24' 10" WEST, 484.29 FEET;
- (7) NORTH 58 DEG. 25' 55" WEST, 243.64 FEET;
- (8) NORTH 88 DEG. 16' 10" WEST, 109.62 FEET;
- (9) SOUTH 40 DEG. 03' 50" WEST, 25.00 FEET;
- (10) SOUTH 46 DEG. 12' 38" WEST, 196.10 FEET;
- (11) SOUTH 5 DEG. 04' 18" WEST, 24.41 FEET;
- (12) SOUTH 0 DEG. 02' 13" EAST, 223.52 FEET;
- (13) SOUTH 1 DEG. 04' 39" EAST, 241.64 FEET;
- (14) SOUTH 16 DEG. 19' 19" EAST, 419.02 FEET;
- (15) SOUTH 50 DEG. 10' 48" EAST, 234.97 FEET;

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- (16) SOUTH 80 DEG. 04' 58" EAST, 300.63 FEET;
- (17) SOUTH 73 DEG. 53' 55" EAST, 157.56 FEET;
- (18) SOUTH 25 DEG. 34' 25" EAST, 930.76 FEET;
- (19) SOUTH 11 DEG. 52' 29" WEST, 173.56 FEET;
- (20) SOUTH 68 DEG. 40' 27" WEST, 25.06 FEET;
- (21) SOUTH 83 DEG. 34' 52" WEST, 300.58 FEET;
- (22) NORTH 30 DEG. 22' 52" WEST, 663.16 FEET;
- (23) SOUTH 53 DEG. 35' 35" WEST, 465.86 FEET;
- (24) SOUTH 28 DEG. 30' 33" WEST, 229.62 FEET;
- (25) SOUTH 2 DEG. 09' 23" WEST, 225.21 FEET;
- (26) SOUTH 24 DEG. 47' 05" EAST, 617.04 FEET;
- (27) SOUTH 45 DEG. 20' 10" EAST, 436.35 FEET;
- (28) SOUTH 33 DEG. 09' 13" EAST, 197.38 FEET;
- (29) SOUTH 11 DEG. 42' 48" WEST, 193.49 FEET;
- (30) SOUTH 55 DEG. 39' 24" WEST, 248.82 FEET;
- (31) SOUTH 59 DEG. 59' 14" WEST, 328.63 FEET;
- (32) SOUTH 36 DEG. 52' 20" WEST, 1077.52 FEET;
- (33) SOUTH 11 DEG. 41' 50" WEST, 412.48 FEET;
- (34) SOUTH 22 DEG. 20' 26" WEST, 203.64 FEET;
- (35) SOUTH 38 DEG. 37' 49" WEST, 1079.19 FEET;
- (36) SOUTH 34 DEG. 08' 03" WEST, 536.99 FEET;
- (37) NORTH 74 DEG. 05' 12" WEST, 371.47 FEET;
- (38) NORTH 65 DEG. 05' 03" WEST, 374.98 FEET;
- (39) NORTH 59 DEG. 05' 06" WEST, 270.40 FEET;
- (40) SOUTH 18 DEG. 56' 17" WEST, 79.11 FEET;

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- (41) SOUTH 2 DEG. 30' 02" EAST, 629.83 FEET;
- (42) NORTH 84 DEG. 04' 00" WEST, 1111.35 FEET;
- (43) NORTH 72 DEG. 40' 00" WEST, 624.64 FEET;
- (44) NORTH 26 DEG. 39' 00" WEST, 1333.50 FEET TO A POINT ON COURSE 63 IN THE GENERAL EASTERLY LINE OF THE LAND DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 13685, PAGE 1124, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON SOUTHERLY 329.62 FEET FROM THE NORTHERLY TERMINATION THEREOF; THENCE ALONG SAID GENERALLY EASTERLY LINE THE FOLLOWING DESCRIBED COURSES:
- (45) NORTH 3 DEG. 00' 52" EAST, 329.62 FEET (NORTH 3 DEG. 00' 46" EAST PER BOOK 13685, PAGE 1124, OFFICIAL RECORDS);
- (46) NORTH 22 DEG. 04' 10" EAST, 79.85 FEET;
- (47) NORTH 81 DEG. 59' 04" EAST, 286.80 FEET;
- (48) NORTH 34 DEG. 17' 19" EAST, 53.25 FEET;
- (49) NORTH 13 DEG. 01' 54" WEST, 221.71 FEET;
- (50) NORTH 56 DEG. 11' 25" WEST, 539.17 FEET;
- (51) NORTH 7 DEG. 54' 32" EAST, 218.07 FEET;
- (52) NORTH 8 DEG. 58' 16" WEST, 115.41 FEET;
- (53) NORTH 38 DEG. 18' 37" EAST, 254.88 FEET;
- (54) NORTH 2 DEG. 39' 53" EAST, 172.18 FEET;
- (55) NORTH 72 DEG. 51' 55" EAST, 251.15 FEET;
- (56) NORTH 43 DEG. 58' 43" EAST, 158.42 FEET;
- (57) NORTH 14 DEG. 02' 16" EAST, 123.69 FEET;
- (58) NORTH 3 DEG. 34' 41" EAST, 192.37 FEET;
- (59) NORTH 22 DEG. 25' 27" WEST, 136.31 FEET;
- (60) NORTH 50 DEG. 28' 44" EAST, 103.71 FEET;
- (61) SOUTH 80 DEG. 18' 34" EAST, 83.19 FEET;



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- (62) NORTH 44 DEG. 28' 34" EAST, 154.16 FEET;
- (63) NORTH 14 DEG. 26' 32" WEST, 68.15 FEET;
- (64) NORTH 46 DEG. 09' 14" WEST, 245.42 FEET;
- (65) NORTH 16 DEG. 55' 45" EAST, 48.08 FEET;
- (66) NORTH 44 DEG. 22' 19" EAST, 64.35 FEET;
- (67) NORTH 4 DEG. 40' 07" EAST, 93.33 FEET;
- (68) NORTH 28 DEG. 22' 38" EAST, 155.71 FEET;
- (69) NORTH 42 DEG. 55' 09" EAST, 233.50 FEET;
- (70) NORTH 30 DEG. 42' 49" WEST, 197.74 FEET;
- (71) NORTH 31 DEG. 10' 08" EAST, 144.92 FEET;
- (72) NORTH 14 DEG. 59' 48" EAST, 115.95 FEET;
- (73) NORTH 22 DEG. 32' 29" WEST, 114.77 FEET;
- (74) NORTH 8 DEG. 03' 54" EAST, 242.40 FEET;
- (75) NORTH 47 DEG. 33' 44" WEST, 94.85 FEET;
- (76) NORTH 21 DEG. 05' 08" EAST, 177.91 FEET;
- (77) NORTH 46 DEG. 47' 30" EAST, 90.55 FEET;
- (78) NORTH 8 DEG. 38' 20" EAST, 319.62 FEET;
- (79) NORTH 45 DEG. 49' 55" EAST, 195.18 FEET;
- (80) NORTH 68 DEG. 41' 02" EAST, 88.02 FEET;
- (81) SOUTH 16 DEG. 41' 51" EAST, 146.16 FEET;
- (82) SOUTH 60 DEG. 36' 22" EAST, 181.34 FEET;
- (83) NORTH 86 DEG. 14' 59" EAST, 52.09 FEET;
- (84) NORTH 42 DEG. 30' 44" EAST, 293.02 FEET;
- (85) NORTH 23 DEG. 03' 11" EAST, 255.39 FEET;
- (86) NORTH 71 DEG. 34' 00" EAST, 56.92 FEET;

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- (87) SOUTH 77 DEG. 48' 53" EAST, 90.03 FEET;
- (88) NORTH 61 DEG. 33' 32" EAST, 163.77 FEET;
- (89) SOUTH 22 DEG. 22' 42" EAST, 257.39 FEET;
- (90) SOUTH 9 DEG. 56' 56" EAST, 231.48 FEET;
- (91) SOUTH 77 DEG. 54' 13" EAST, 114.54 FEET;
- (92) NORTH 51 DEG. 58' 28" EAST, 99.02 FEET;
- (93) NORTH 21 DEG. 27' 52" EAST, 125.72 FEET;
- (94) NORTH 4 DEG. 46' 31" WEST, 360.25 FEET;
- (95) NORTH 17 DEG. 24' 24" EAST, 334.31 FEET;
- (96) NORTH 37 DEG. 18' 20" EAST, 52.80 FEET;
- (97) NORTH 79 DEG. 19' 55" EAST, 140.43 FEET;
- (98) NORTH 43 DEG. 40' 10" EAST, 60.83 FEET;
- (99) NORTH 15 DEG. 03' 10" EAST, 492.91 FEET;
- (100) NORTH 54 DEG. 14' 52" EAST, 61.61 FEET;
- (101) NORTH 5 DEG. 26' 19" WEST, 126.57 FEET;
- (102) NORTH 34 DEG. 06' 58" EAST, 74.89 FEET;
- (103) NORTH 6 DEG. 16' 32" WEST, 804.82 FEET;
- (104) NORTH 58 DEG. 12' 15" WEST, 402.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THOSE PORTIONS OF BLOCKS 161 AND 167 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF COURSE 51 OF THE LAND DESCRIBED IN BOOK 13990, PAGES 1843 OF OFFICIAL RECORDS OF SAID COUNTY, AND EASTERLY ALONG THE GENERAL NORTHERLY LINE OF SAID LAND THE FOLLOWING DESCRIBED COURSES:

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- (1) SOUTH 54 DEG. 32' 50" EAST, 526.14 FEET (SOUTH 54 DEG. 32' 56" EAST PER BOOK 13990, PAGE 1885, OFFICIAL RECORDS);
- (2) SOUTH 39 DEG. 06' 53" EAST, 465.65 FEET;
- (3) SOUTH 66 DEG. 44' 13" EAST, 658.40 FEET;
- (4) NORTH 83 DEG. 28' 44" EAST, 326.82 FEET;
- (5) SOUTH 60 DEG. 08' 06" EAST, 785.39 FEET;
- (6) SOUTH 68 DEG. 21' 30" EAST, 560.20 FEET;
- (7) SOUTH 34 DEG. 56' 08" EAST, 457.86 FEET TO THE SOUTHEASTERLY TERMINUS OF COURSE 124 OF THE LAND DESCRIBED IN BOOK 13685, PAGE 1124 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID COURSE 124;
- (8) NORTH 66 DEG. 48' 22" WEST, 239.17 FEET (NORTH 66 DEG. 48' 28" WEST PER BOOK 13685, PAGE 1124, OFFICIAL RECORDS); TO THE SOUTHEASTERLY TERMINUS OF COURSE 97 OF THE LAND DESCRIBED IN BOOK 13439, PAGE 94 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE GENERAL NORTHERLY LINE OF SAID LAND THE FOLLOWING COURSES:
- (9) NORTH 66 DEG. 48' 22" WEST, 745.00 FEET;
- (10) NORTH 74 DEG. 33' 20" WEST, 420.20 FEET;
- (11) NORTH 85 DEG. 07' 16" WEST, 515.88 FEET;
- (12) NORTH 71 DEG. 27' 18" WEST 584.39 FEET;
- (13) NORTH 44 DEG. 32' 11" WEST, 678.84 FEET TO THE SOUTHEASTERLY TERMINUS OF THE GENERAL NORTHERLY LINE OF THE LAND DESCRIBED IN BOOK 14292, PAGE 953, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID GENERAL NORTHERLY LINE;
- (14) NORTH 35 DEG. 19' 48" WEST, 680.88 FEET; THENCE LEAVING SAID GENERAL NORTHERLY LINE;
- (15) NORTH 54 DEG. 40' 12" EAST, 161.91 FEET TO THE POINT OF BEGINNING.

* * * * *

LM
PLATS (CC&R'S, IF ANY) ENCLOSED.

Exhibit C-2
PAGE 9 of 15

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COPY WITH PLAT (AND CC&R, IF ANY) TO:

**THE IRVINE COMPANY
500 NEWPORT CENTER DRIVE, 5TH FLOOR
NEWPORT BEACH, CALIFORNIA 92660
ATTN: JIM CAVANAUGH**

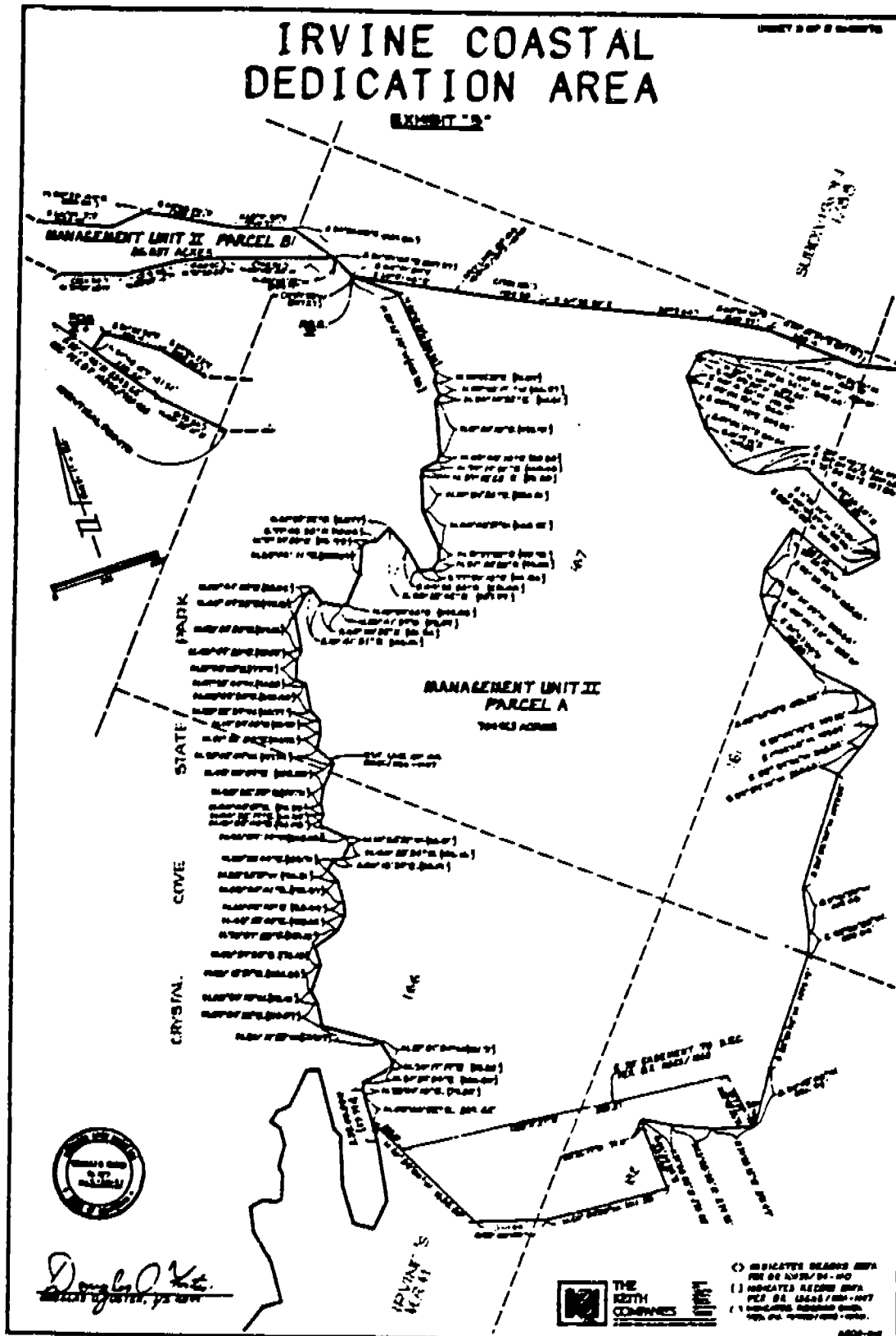
**LATHAM & WATKINS
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA
ATTN: JAY DEVERICH**

IRVINE COASTAL DEDICATION AREA

EXHIBIT "B"

UNIT 2 OF 2 SHEETS

88-579326





NOTICE

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Sections 12413 and 12413.5 of the California Insurance Code become effective on January 1, 1985. This new law requires that any title insurance company, underwritten title company or controlled escrow company handling funds in an escrow or subescrow capacity must have all cash, checks and drafts representing disbursements to be made by it deposited into its escrow depository bank account *before* recording your transaction.

When checks (including cashier's, certified and traveler's checks), share drafts and money orders are drawn on or issued by an office of a financial institution located outside the state of California or when any draft (other than a share draft) is deposited into or submitted for collection to First American Title Company's escrow depository bank account, there may be a substantial delay in the closing of your transaction or the disbursement of funds to be made by First American Title Company.

To avoid any delay necessitated by this new law please consider the following:

1. Use checks, share drafts or money orders drawn on or issued by offices of financial institutions located within the state of California.
2. Require the wire transfer of the funds from the office of the financial institution located outside the state of California to First American's escrow depository bank account.
3. Avoid using drafts.

If you have any questions about the effect of this new law on your escrow please contact your local First American Title Company office.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - (7-88)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

EXCLUSIONS FROM COVERAGE

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

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

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1978
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (AMENDED 10-17-78).

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by the policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1978 (AMENDED 10-17-78)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1987

WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (6/87)

EXCLUSIONS FROM COVERAGE

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

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

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1987 (6/87)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

(continued on back)

Exhibit C - 2

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SCHEDULE B

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

1. Taxes or assessments which are not shown as existing here by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1987 (6/87)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to: (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

9. AMERICAN LAND TITLE ASSOCIATION OWNER POLICY - 1987 (6/87)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

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

Part One

1. Taxes or assessments which are not shown as existing here by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records or Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.



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FIRST AMERICAN TITLE INSURANCE COMPANY
114 EAST FIFTH STREET, (P.O. BOX 267)
SANTA ANA, CALIFORNIA 92702
(714) 558-3211

THE KEITH COMPANIES
200 BAKER STREET
COSTA MESA, CALIFORNIA
ATTN: NEIL MORRISON

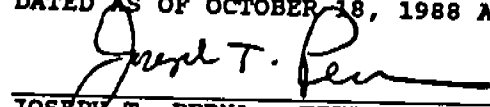
YOUR NO. (IRVINE COAST MANAGEMENT UNIT III)

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, THIS COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF THE POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF THE POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF OCTOBER 18, 1988 AT 7:30 A.M.


JOSEPH T. PERNA - TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS: AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY WITH REGIONAL EXCEPTIONS (STANDARD COVERAGE).

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TITLE TO THE ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE IRVINE COMPANY, A MICHIGAN CORPORATION.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL TAXES, COVERING THE HEREIN DESCRIBED AND OTHER LAND, FOR THE FISCAL YEAR 1988-1989.

FIRST INSTALLMENT: \$466.97.

SECOND INSTALLMENT: \$466.97.

CODE AREAS:

A. P. NOS.: 66-020, 66-030 AND 66-018.

496-061-01, 496-061-04, 496-061-05,

496-061-06, 496-061-19, 495-021-05,

120-171-04, 120-171-65, 120-171-67 AND

120-171-69.

2. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

3. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED MAY 18, 1949 IN BOOK 1845, PAGE 123 OF OFFICIAL RECORDS,

FOR: POLE LINES, CONDUITS AND INCIDENTAL PURPOSES.

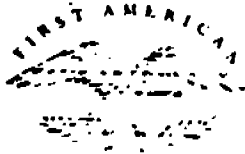
OVER: A PORTION OF LOTS 165 AND 183.

REFERENCE BEING MADE TO THE RECORDS FOR EXACT LOCATION OF SAID EASEMENT.

NOTE 1: A PORTION OF SAID EASEMENT WAS QUITCLAIMED BY INSTRUMENT RECORDED FEBRUARY 25, 1974 IN BOOK 11081, PAGE 1604 OF OFFICIAL RECORDS.

NOTE 2: A PORTION OF SAID EASEMENT WAS QUITCLAIMED BY INSTRUMENT RECORDED SEPTEMBER 17, 1975 IN BOOK 11513, PAGE 1256 OF OFFICIAL RECORDS.

4. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED JANUARY 23, 1958 IN BOOK 4174, PAGE 31 OF OFFICIAL RECORDS, IN FAVOR OF: LAGUNA BEACH COUNTY WATER DISTRICT.



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FOR: PIPE LINES AND INCIDENTAL PURPOSES.
OVER: THE SOUTHWESTERLY 15 FEET OF THE SOUTHERLY QUARTER OF
BLOCK 165, AND THE SOUTHWESTERLY 15 FEET OF THE
WESTERLY QUARTER OF THE WESTERLY QUARTER OF BLOCK 183.

5. THE TERMS AND PROVISIONS OF THAT CERTAIN AGRICULTURAL PRESERVE AGREEMENT, DATED FEBRUARY 18, 1969, EXECUTED BY AND BETWEEN THE IRVINE COMPANY, OWNER, AND THE COUNTY OF ORANGE, A POLITICAL SUBDIVISION, RECORDED FEBRUARY 25, 1969 IN BOOK 8884, PAGE 300 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.

NOTE: AN AMENDMENT TO SAID AGREEMENT WAS RECORDED MAY 13, 1969 IN BOOK 8955, PAGE 899 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.

6. AN EASEMENT FOR BOTH OVERHEAD AND UNDERGROUND ELECTRIC TRANSMISSION LINES, OVER A 50-FOOT STRIP OF SAID LAND, AS GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED JANUARY 15, 1975 IN BOOK 11323, PAGE 1265 OF OFFICIAL RECORDS.

7. THE PROPERTY COVERED HEREIN LIES WITHIN THE BOUNDARIES OF PENDING ASSESSMENT DISTRICT NO. 77-1, AS DISCLOSED BY ASSESSMENT DISTRICT MAPS FILED IN BOOK 18, PAGE 6 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 39981, RECORDED JANUARY 30, 1978 AND IN BOOK 18, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 11249, RECORDED MARCH 9, 1978 AND IN BOOK 19, PAGE 1 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38818, RECORDED DECEMBER 31, 1979 AND IN BOOK 18, PAGE 48 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38819, RECORDED DECEMBER 31, 1979 AND IN BOOK 19, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 35968, RECORDED NOVEMBER 25, 1980 AND IN BOOK 21, PAGE 12 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 82-162072, RECORDED MAY 11, 1982 ALL OF OFFICIAL RECORDS.

8. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED OCTOBER 25, 1982 AS INSTRUMENT NO. 82-373738 OF OFFICIAL RECORDS, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN.

IN FAVOR OF: MR. CHARLES D. MARTIN, AN INDIVIDUAL.
FOR: INSTALLATION OF SUBTERRANEAN TIE-BACKS AND INCIDENTAL PURPOSES.
OVER: A PORTION OF BLOCK 183.

9. THE PROPERTY COVERED HEREIN LIES WITHIN THE BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1 OF IRVINE RANCH WATER DISTRICT, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 33, PAGE 31 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 87-051901 OF OFFICIAL RECORDS, RECORDED JANUARY 29, 1987.



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10. ANY RESTRICTIONS COVERING THE FUTURE OF USE OF SAID LAND, AS DISCLOSED BY "IRVINE COAST PLANNED COMMUNITY REGULATIONS" RECORDED DECEMBER 9, 1987 AS INSTRUMENT NO. 87-680859 OF OFFICIAL RECORDS, COVERING THE HEREIN DESCRIBED AND OTHER LAND.

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DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF BLOCKS 165, 166, 182 AND 183 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE 9 OF THE LAND DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 13685, PAGE 1124, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON SOUTHERLY 274.24 FEET FROM THE NORTHERLY TERMINUS THEREOF; THENCE ALONG THE GENERAL EASTERLY LINE OF SAID LAND THE FOLLOWING DESCRIBED COURSES:

- (1) NORTH 40 DEG. 31' 01" EAST, 274.24 FEET (NORTH 40 DEG. 30' 55" EAST PER BOOK 13685, PAGE 1124, OFFICIAL RECORDS;
- (2) SOUTH 82 DEG. 39' 44" EAST, 368.41 FEET;
- (3) NORTH 15 DEG. 07' 32" EAST, 38.33 FEET;
- (4) NORTH 79 DEG. 33' 51" EAST, 193.20 FEET;
- (5) NORTH 53 DEG. 50' 36" EAST, 161.01 FEET;
- (6) NORTH 22 DEG. 50' 07" EAST, 82.46 FEET;
- (7) SOUTH 85 DEG. 49' 16" EAST, 178.47 FEET;
- (8) NORTH 0 DEG. 45' 44" WEST, 75.01 FEET;
- (9) NORTH 27 DEG. 32' 28" EAST, 499.61 FEET;
- (10) NORTH 18 DEG. 40' 07" EAST, 156.22 FEET;
- (11) NORTH 6 DEG. 38' 03" EAST, 173.16 FEET;
- (12) NORTH 51 DEG. 00' 38" EAST, 162.11 FEET;
- (13) NORTH 43 DEG. 50' 54" EAST, 105.38 FEET;
- (14) NORTH 69 DEG. 08' 03" EAST, 193.71 FEET;
- (15) NORTH 3 DEG. 37' 11" WEST, 158.32 FEET;
- (16) NORTH 33 DEG. 41' 18" WEST, 385.79 FEET;

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- (17) NORTH 30 DEG. 24' 59" EAST, 286.42 FEET;
- (18) NORTH 36 DEG. 57' 57" EAST, 121.40 FEET;
- (19) NORTH 76 DEG. 36' 33" EAST, 215.87 FEET;
- (20) SOUTH 87 DEG. 29' 52" EAST, 229.22 FEET;
- (21) NORTH 27 DEG. 09' 32" EAST, 173.08 FEET;
- (22) NORTH 83 DEG. 07' 12" EAST, 58.42 FEET;
- (23) NORTH 23 DEG. 02' 02" EAST, 587.86 FEET;
- (24) NORTH 60 DEG. 27' 46" EAST, 275.86 FEET;
- (25) NORTH 14 DEG. 57' 50" EAST, 240.14 FEET;
- (26) SOUTH 87 DEG. 53' 48" EAST, 327.22 FEET;
- (27) NORTH 65 DEG. 45' 29" EAST, 165.60 FEET;
- (28) NORTH 29 DEG. 15' 36" EAST, 265.94 FEET;
- (29) NORTH 59 DEG. 28' 48" EAST, 155.55 FEET;
- (30) SOUTH 74 DEG. 33' 07" EAST, 78.85 FEET;
- (31) NORTH 56 DEG. 21' 37" EAST, 653.43 FEET;
- (32) SOUTH 86 DEG. 46' 56" EAST, 178.28 FEET;
- (33) NORTH 4 DEG. 02' 35" EAST, 368.92 FEET;
- (34) NORTH 11 DEG. 22' 56" WEST, 303.98 FEET;
- (35) NORTH 11 DEG. 55' 00" EAST, 222.80 FEET;
- (36) NORTH 79 DEG. 22' 55" EAST, 130.23 FEET;
- (37) SOUTH 61 DEG. 41' 51" EAST, 118.12 FEET;
- (38) NORTH 78 DEG. 41' 30" EAST, 50.99 FEET;
- (39) NORTH 23 DEG. 16' 10" EAST, 217.71 FEET;
- (40) NORTH 8 DEG. 31' 45" WEST, 80.90 FEET;
- (41) NORTH 34 DEG. 08' 43" EAST, 210.24 FEET;



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- (42) NORTH 4 DEG. 14' 17" EAST, 162.44 FEET;
- (43) NORTH 35 DEG. 16' 15" WEST, 100.44 FEET;
- (44) NORTH 51 DEG. 20' 31" EAST, 102.45 FEET;
- (45) NORTH 84 DEG. 38' 45" EAST, 128.56 FEET;
- (46) NORTH 45 DEG. 41' 51" EAST, 349.34 FEET;
- (47) SOUTH 74 DEG. 55' 47" EAST, 107.70 FEET;
- (48) SOUTH 4 DEG. 50' 06" WEST, 545.94 FEET;
- (49) SOUTH 24 DEG. 40' 31" EAST, 81.44 FEET;
- (50) SOUTH 16 DEG. 42' 03" WEST, 459.37 FEET;
- (51) SOUTH 2 DEG. 36' 15" WEST, 352.36 FEET;
- (52) SOUTH 55 DEG. 48' 10" EAST, 188.60 FEET;
- (53) NORTH 44 DEG. 25' 23" EAST, 280.03 FEET;
- (54) NORTH 9 DEG. 58' 25" EAST, 554.38 FEET;
- (55) NORTH 3 DEG. 00' 52" EAST, 127.01 FEET; THENCE LEAVING SAID
GENERAL EASTERLY LINE THE FOLLOWING DESCRIBED COURSES:
- (56) SOUTH 26 DEG. 39' 00" EAST, 1333.50 FEET;
- (57) SOUTH 72 DEG. 40' 00" EAST, 624.64 FEET;
- (58) SOUTH 84 DEG. 04' 00" EAST, 1111.35 FEET;
- (59) SOUTH 2 DEG. 30' 02" EAST, 152.13 FEET;
- (60) SOUTH 11 DEG. 00' 48" EAST, 373.99 FEET;
- (61) SOUTH 22 DEG. 09' 46" WEST, 237.46 FEET;
- (62) SOUTH 15 DEG. 49' 12" WEST, 236.20 FEET;
- (63) SOUTH 60 DEG. 31' 02" WEST, 457.80 FEET;
- (64) SOUTH 84 DEG. 17' 13" WEST, 417.17 FEET;
- (65) SOUTH 76 DEG. 29' 41" WEST, 260.97 FEET;



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- (66) SOUTH 59 DEG. 18' 55" WEST, 421.52 FEET;
- (67) SOUTH 77 DEG. 59' 50" WEST, 344.81 FEET;
- (68) SOUTH 60 DEG. 15' 37" WEST, 298.30 FEET;
- (69) SOUTH 38 DEG. 40' 17" WEST, 288.05 FEET;
- (70) SOUTH 15 DEG. 30' 41" WEST, 305.59 FEET;
- (71) SOUTH 17 DEG. 12' 00" WEST, 3973.69 FEET;
- (72) SOUTH 30 DEG. 00' 00" EAST, 710.85 FEET;
- (73) NORTH 47 DEG. 08' 00" WEST, 2660.70 FEET;
- (74) SOUTH 40 DEG. 31' 49" WEST, 1084.12 FEET TO A POINT ON THE SOUTHWEST LINE OF BLOCK 183 OF SAID IRVINE'S SUBDIVISION, SAID POINT ALSO BEING A POINT ON COURSE 146 PER DOCUMENT RECORDED IN BOOK 13990, PAGE 1843, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON 249.52 FEET SOUTHEASTERLY OF SAID COURSE'S NORTHWESTERLY TERMINUS;
- (75) THENCE NORTH 49 DEG. 28' 11" WEST, 249.52 FEET ALONG THE SOUTHWEST LINE OF SAID BLOCK 183 AND SAID COURSE 146 TO THE WEST CORNER OF SAID BLOCK (NORTH 49 DEG 28' 17" WEST PER BOOK 13990, PAGE 1843, OFFICIAL RECORDS).
- (76) THENCE ALONG THE NORTHEAST LINE OF BLOCK 164 OF SAID IRVINE'S SUBDIVISION, NORTH 49 DEG. 28' 07" WEST, 2597.84 FEET TO THE POINT OF BEGINNING.

* * * * *

EP
PLATS (CC&R'S, IF ANY) ENCLOSED.

COPY WITH PLAT (AND CC&R, IF ANY) TO:

THE IRVINE COMPANY
500 NEWPORT CENTER DRIVE, 5TH FLOOR
NEWPORT BEACH, CALIFORNIA 92660
ATTN: JIM CAVANAUGH

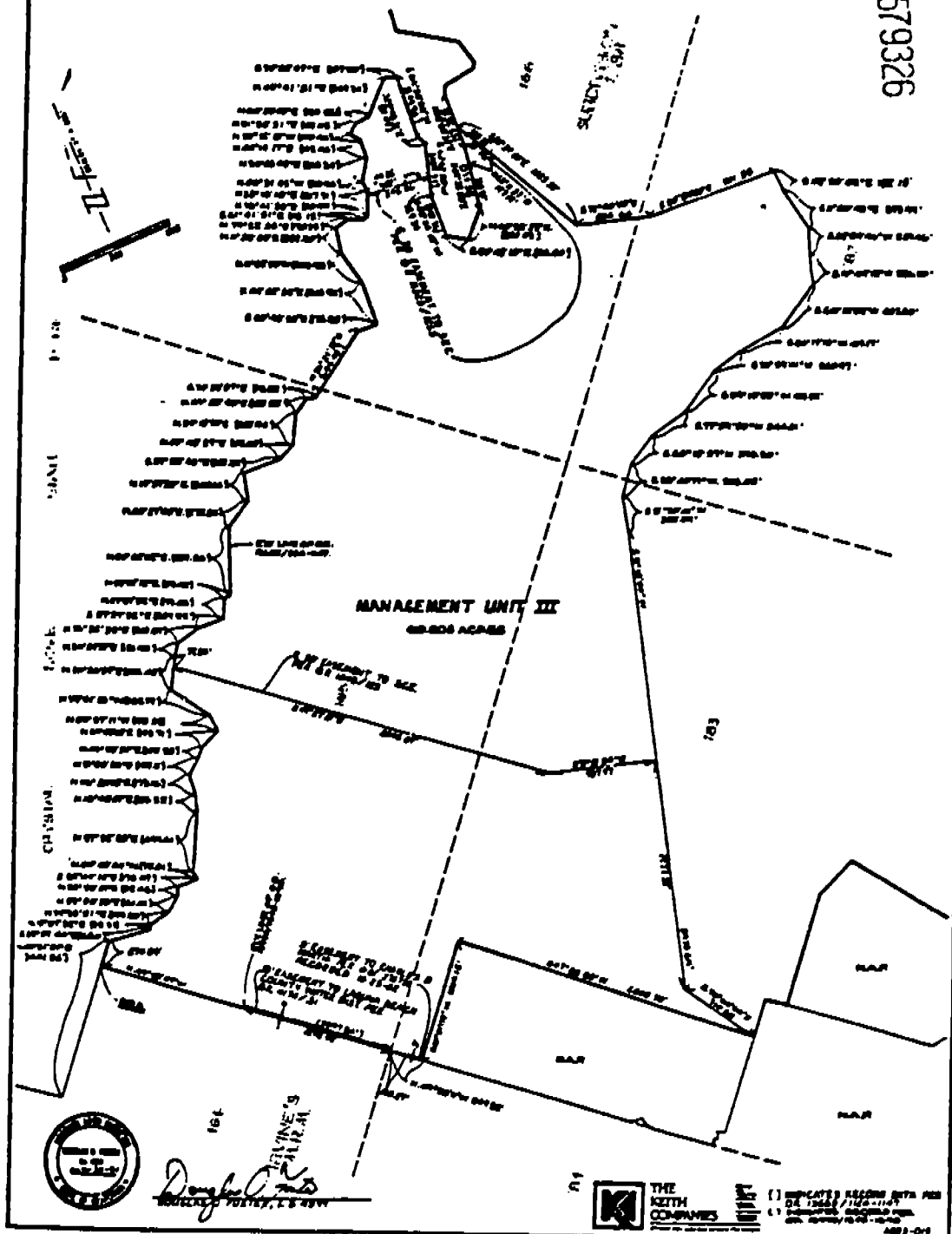
LATHAM & WATKINS
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA
ATTN: JAY DEVERICH

IRVINE COASTAL DEDICATION AREA

EXHIBIT "B"

SHEET 4 OF 8 SHEETS

88-579326





88-579326

NOTICE

Sections 12413 and 12413.5 of the California Insurance Code become effective on January 1, 1985. This new law requires that any title insurance company, underwritten title company or controlled escrow company handling funds in an escrow or subescrow capacity must have all cash, checks and drafts representing disbursements to be made by it deposited into its escrow depository bank account *before* recording your transaction.

When checks (including cashier's, certified and traveler's checks), share drafts and money orders are drawn on or issued by an office of a financial institution located outside the state of California or when *any* draft (other than a share draft) is deposited into or submitted for collection to First American Title Company's escrow depository bank account, there may be a substantial delay in the closing of your transaction or the disbursement of funds to be made by First American Title Company.

To avoid any delay necessitated by this new law please consider the following:

1. Use checks, share drafts or money orders drawn on or issued by offices of financial institutions located within the state of California.
2. Require the wire transfer of the funds from the office of the financial institution located outside the state of California to First American's escrow depository bank account.
3. Avoid using drafts.

If you have any questions about the effect of this new law on your escrow please contact your local First American Title Company office.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - (7-88)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

EXCLUSIONS FROM COVERAGE

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

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

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material herebefore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1976
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (AMENDED 10-17-70).**

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder (c) resulting in no loss or damage to the insured claimant (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1976 (AMENDED 10-17-70)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

The policy does not insure against loss or damage by reason of the matters shown in parts one and two following.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public record but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1967

WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (6/67)

EXCLUSIONS FROM COVERAGE

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

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

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1967 (6/67)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy:

(Continued on back)

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof
3. Easements, claims of easement or encumbrances which are not shown by the public records
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1937 (6/37)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by the policy

9. AMERICAN LAND TITLE ASSOCIATION OWNER POLICY - 1937 (6/37)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy

SCHEDULE B

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

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof
3. Easements, claims of easement or encumbrances which are not shown by the public records
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1937

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning
 - a. land use
 - a. land division
 - a. improvements on the land
 - a. environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks

2. The right to take the land by condemning it, unless:
 - a. notice of exercising the right appears in the public records on the Policy Date
 - a. the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks
 - a. that are created, allowed, or agreed to by you
 - a. that are known to you, but not to us, on the Policy Date unless they appeared in the public records
 - a. that result in no loss to you
 - a. that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title
5. Lack of a right
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - a. in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks



OR-1488534

FIRST AMERICAN TITLE INSURANCE COMPANY
114 EAST FIFTH STREET, (P.O. BOX 267)
SANTA ANA, CALIFORNIA 92702
(714) 558-3211

88-579326

THE KEITH COMPANIES
200 BAKER STREET
COSTA MESA, CALIFORNIA
ATTN: NEIL MORRISON

YOUR NO. (IRVINE COAST MANAGEMENT UNIT IV)

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, THIS COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF THE POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF THE POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF OCTOBER 18, 1988 AT 7:30 A.M.



JOSEPH T. PERNA - TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS: AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY WITH REGIONAL EXCEPTIONS (STANDARD COVERAGE).



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TITLE TO THE ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE IRVINE COMPANY, A MICHIGAN CORPORATION.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL TAXES, COVERING THE HEREIN DESCRIBED AND OTHER LAND, FOR THE FISCAL YEAR 1988-1989.

FIRST INSTALLMENT: \$424.03.

SECOND INSTALLMENT: \$424.03.

CODE AREAS: 66-030, 66-025, 66-020 AND 66-003.

A. P. NOS.: 496-061-07, 496-061-04, 495-021-76,
495-021-19, 495-021-05, 496-061-15,
496-061-06, 496-061-08, 496-061-09,
496-061-12, 496-061-16 AND 496-051-04.

2. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

3. THE EFFECT OF MAPS PURPORTING TO SHOW THE HEREIN DESCRIBED AND OTHER LAND RECORDED IN BOOK 1, PAGE 11, IN BOOK 50, PAGE 18 AND IN BOOK 88, PAGE 39 ALL OF RECORD OF SURVEYS.

4. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED MAY 18, 1949 IN BOOK 1845, PAGE 123 OF OFFICIAL RECORDS,
FOR: POLE LINES, CONDUITS AND INCIDENTAL PURPOSES.
OVER: A PORTION OF LOTS 96, 130, 132, 163, 165, 183 AND 185.

REFERENCE BEING MADE TO THE RECORDS FOR EXACT LOCATION OF SAID EASEMENT.

NOTE: A PORTION OF SAID EASEMENT WAS QUITCLAIMED BY INSTRUMENT RECORDED SEPTEMBER 7, 1975 IN BOOK 11513, PAGE 1256 OF OFFICIAL RECORDS.



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5. A WAIVER OF CLAIMS FOR DAMAGES TO CONTIGUOUS PROPERTY IN SAID BLOCK 185, BY REASON OF THE CONSTRUCTION OF A CENTRAL DIVIDING STRIP, AS RECITED IN THE DEED FROM THE IRVINE COMPANY TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 20, 1951 IN BOOK 2232, PAGE 214 OF OFFICIAL RECORDS.

6. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED OCTOBER 25, 1963 IN BOOK 6776, PAGE 911 OF OFFICIAL RECORDS,
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY.
FOR: POLE LINES AND INCIDENTAL PURPOSES.
OVER: A PORTION OF BLOCKS 183 AND 185.

7. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED JUNE 14, 1967 IN BOOK 8279, PAGE 55 OF OFFICIAL RECORDS,
IN FAVOR OF: LAGUNA BEACH COUNTY WATER DISTRICT
FOR: ROAD AND INCIDENTAL PURPOSES.
OVER: A PORTION OF BLOCK 183.

8. A SLOPE EASEMENT OVER THE SOUTHEASTERLY PORTION OF SAID LAND ADJOINING LAGUNA CANYON ROAD, AS GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 28, 1968 IN BOOK 8555, PAGE 280 OF OFFICIAL RECORDS.

9. THE TERMS AND PROVISIONS OF THAT CERTAIN AGRICULTURAL PRESERVE AGREEMENT, DATED FEBRUARY 18, 1969, EXECUTED BY AND BETWEEN THE IRVINE COMPANY, OWNER, AND THE COUNTY OF ORANGE, A POLITICAL SUBDIVISION, RECORDED FEBRUARY 25, 1969 IN BOOK 8884, PAGE 300 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.

NOTE: AN AMENDMENT TO SAID AGREEMENT WAS RECORDED MAY 13, 1969 IN BOOK 8955, PAGE 899 OF OFFICIAL RECORDS.

RECORD REFERENCE IS HEREBY MADE FOR FULL PARTICULARS.

10. EASEMENTS FOR WATER PIPE LINES AND INCIDENTAL PURPOSES, AS CONVEYED TO LAGUNA BEACH COUNTY WATER DISTRICT BY DEED RECORDED SEPTEMBER 16, 1971 IN BOOK 9805, PAGE 252 OF OFFICIAL RECORDS.

11. AN EASEMENT FOR BOTH OVERHEAD AND UNDERGROUND ELECTRIC TRANSMISSION LINES, OVER A 50-FOOT STRIP OF SAID LAND, AS GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED JANUARY 15, 1975 IN BOOK 11323, PAGE 1265 OF OFFICIAL RECORDS.

12. THE PROPERTY COVERED HEREIN LIES WITHIN THE BOUNDARIES OF PENDING ASSESSMENT DISTRICT NO. 77-1, AS DISCLOSED BY ASSESSMENT DISTRICT MAPS FILED IN BOOK 18, PAGE 6 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 39981, RECORDED JANUARY 30, 1978 AND IN BOOK 18, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 11249, RECORDED MARCH 9,

Exhibit C - 4



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1978 AND IN BOOK 19, PAGE 1 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38818, RECORDED DECEMBER 31, 1979 AND IN BOOK 18, PAGE 48 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 38818, RECORDED DECEMBER 31, 1979 AND IN BOOK 19, PAGE 47 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 35968, RECORDED NOVEMBER 25, 1980 AND IN BOOK 21, PAGE 12 OF ASSESSMENT MAPS, AS INSTRUMENT NO. 82-162072, RECORDED MAY 11, 1982, ALL OF OFFICIAL RECORDS.

13. ANY RESTRICTIONS COVERING THE FUTURE USE OF SAID LAND, AS DISCLOSED BY "IRVINE COAST PLANNED COMMUNITY REGULATIONS" RECORDED DECEMBER 9, 1987 AS INSTRUMENT NO. 87-680859 OF OFFICIAL RECORDS, COVERING THE HEREIN DESCRIBED AND OTHER LAND.

14. THE PROPERTY COVERED HEREIN LIES WITHIN THE BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1 OF IRVINE RANCH WATER DISTRICT, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 33, PAGE 31 OF ASSESSMENT MAPS AS INSTRUMENT NO. 87-051901 OF OFFICIAL RECORDS, RECORDED JANUARY 29, 1987.



OR-1488534

DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF BLOCKS 182, 183 AND 185 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE 136 OF THE LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED IN BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON SOUTHWESTERLY 342.96 FEET FROM THE NORTHEASTERLY TERMINUS THEREOF, THE FOLLOWING DESCRIBED COURSES:

- (1) NORTH 30 DEG. 00' 00" WEST, 710.85 FEET;
- (2) NORTH 17 DEG. 12' 00" EAST, 3973.69 FEET;
- (3) NORTH 15 DEG. 30' 41" EAST, 305.59 FEET;
- (4) NORTH 38 DEG. 40' 17" EAST, 288.05 FEET;
- (5) NORTH 60 DEG. 15' 37" EAST, 298.30 FEET;
- (6) NORTH 77 DEG. 59' 50" EAST, 344.81 FEET;
- (7) NORTH 59 DEG. 18' 55" EAST, 421.52 FEET;
- (8) NORTH 76 DEG. 29' 41" EAST, 260.97 FEET;
- (9) NORTH 84 DEG. 17' 13" EAST, 417.17 FEET;
- (10) NORTH 60 DEG. 31' 02" EAST, 457.80 FEET;
- (11) NORTH 15 DEG. 49' 12" EAST, 236.20 FEET;
- (12) NORTH 22 DEG. 09' 46" EAST, 237.46 FEET;
- (13) NORTH 11 DEG. 00' 48" WEST, 373.99 FEET;
- (14) NORTH 2 DEG. 30' 02" WEST, 781.96 FEET;
- (15) NORTH 18 DEG. 56' 17" EAST, 79.11 FEET;
- (16) SOUTH 59 DEG. 05' 06" EAST, 270.40 FEET;
- (17) SOUTH 65 DEG. 05' 03" EAST, 374.98 FEET;
- (18) SOUTH 74 DEG. 05' 12" EAST, 371.47 FEET;

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- (19) SOUTH 59 DEG. 30' 00" EAST, 1450.00 FEET;
- (20) SOUTH 55 DEG. 00' 00" EAST, 300.00 FEET;
- (21) SOUTH 39 DEG. 54' 43" EAST, 690.50 FEET;
- (22) SOUTH 51 DEG. 28' 00" EAST, 836.00 FEET;
- (23) SOUTH 41 DEG. 23' 06" EAST, 290.82 FEET;
- (24) SOUTH 12 DEG. 27' 35" EAST, 250.22 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 555.00 FEET, A RADIAL LINE TO WHICH BEARS NORTH 12 DEG. 27' 35" WEST, ON THE GENERAL EASTERLY LINE OF SAID LAND DESCRIBED IN BOOK 13990, PAGE 1843, OFFICIAL RECORDS, SAID CURVE BEING COURSE 89 OF SAID DOCUMENT; THENCE ALONG SAID CURVE AND GENERAL EASTERLY LINE THE FOLLOWING COURSES:
- (25) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23 DEG. 31' 30", AN ARC DISTANCE OF 227.88 FEET;
- (26) THENCE TANGENT TO LAST SAID CURVE, SOUTH 54 DEG. 00' 55" WEST, 350.12 FEET, (SOUTH 54 DEG. 00' 49" WEST, PER BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS) TO A TANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 555.00 FEET;
- (27) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEG. 55' 45", AN ARC DISTANCE OF 212.42 FEET;
- (28) THENCE TANGENT TO LAST SAID CURVE SOUTH 32 DEG. 05' 10" WEST, 238.46 FEET;
- (29) NORTH 57 DEG. 54' 50" WEST, 85.00 FEET;
- (30) SOUTH 32 DEG. 05' 10" WEST, 400.00 FEET;
- (31) SOUTH 57 DEG. 54' 50" EAST, 85.00 FEET;
- (32) SOUTH 32 DEG. 05' 10" WEST, 274.68 FEET;
- (33) SOUTH 57 DEG. 54' 50" EAST, 230.00 FEET;
- (34) SOUTH 32 DEG. 05' 10" WEST, 346.27 FEET; THENCE LEAVING SAID GENERAL EASTERLY LINE, THE FOLLOWING DESCRIBED COURSES:
- (35) NORTH 59 DEG. 54' 57" WEST, 404.23 FEET;
- (36) SOUTH 88 DEG. 00' 00" WEST, 550.00 FEET;



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- (37) SOUTH 37 DEG. 40' 13" WEST, 209.93 FEET;
- (38) SOUTH 16 DEG. 05' 00" WEST, 253.00 FEET;
- (39) SOUTH 50 DEG. 19' 00" EAST, 446.00 FEET;
- (40) SOUTH 47 DEG. 00' 00" EAST, 272.00 FEET;
- (41) SOUTH 39 DEG. 00' 00" EAST, 255.01 FEET;
- (42) SOUTH 79 DEG. 55' 00" EAST, 177.65 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 875.00 FEET, A RADIAL LINE TO WHICH BEARS SOUTH 81 DEG. 07 31" EAST, BEING COURSE 101 OF SAID GENERAL EASTERLY LINE; THENCE ALONG SAID CURVE AND GENERAL EASTERLY LINE THE FOLLOWING COURSES:
- (43) SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12 DEG. 04' 34", AN ARC DISTANCE OF 184.42 FEET;
- (44) THENCE TANGENT TO LAST SAID CURVE, SOUTH 20 DEG. 57' 03" WEST, 68.73 FEET;
- (45) NORTH 69 DEG. 02' 57" WEST, 60.00 FEET;
- (46) SOUTH 20 DEG. 57' 03" WEST, 300.28 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2945.00 FEET;
- (47) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0 DEG. 23' 21", AN ARC DISTANCE OF 20.00 FEET;
- (48) NORTH 68 DEG. 39' 36" WEST, 70.00 FEET ALONG A RADIAL LINE OF SAID CURVE;
- (49) SOUTH 35 DEG. 58' 10" WEST, 129.75 FEET;
- (50) SOUTH 66 DEG. 07' 51" EAST, 100.00 FEET ALONG A RADIAL LINE OF SAID LAST MENTIONED CURVE TO THE SOUTHWESTERLY PROLONGATION OF SAID CURVE;
- (51) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2 DEG. 49' 00", AN ARC DISTANCE OF 144.78 FEET;
- (52) THENCE TANGENT TO LAST SAID CURVE, SOUTH 37 DEG. 58' 07" WEST, 681.41 FEET;
- (53) SOUTH 39 DEG. 22' 46" WEST, 384.76 FEET;



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- (54) SOUTH 47 DEG. 37' 33" WEST, 338.16 FEET TO THE EAST CORNER OF THE LAND DESCRIBED IN GRANT DEED TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE), RECORDED IN BOOK 4210, PAGE 248 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID GENERAL EASTERLY LINE AND ALONG THE BOUNDARY OF SAID SCE LAND THE FOLLOWING COURSES:
 - (55) NORTH 42 DEG. 22' 27" WEST, 280.00 FEET;
 - (56) SOUTH 47 DEG. 37' 33" WEST, 250.00 FEET;
 - (57) SOUTH 42 DEG. 22' 27" EAST, 280.00 FEET TO SAID GENERAL EASTERLY LINE; THENCE ALONG SAID GENERAL EASTERLY LINE THE FOLLOWING COURSES:
 - (58) SOUTH 47 DEG. 37' 33" WEST, 215.42 FEET;
 - (59) SOUTH 55 DEG. 35' 47" WEST, 252.44 FEET;
 - (60) SOUTH 42 DEG. 47' 12" WEST, 359.44 FEET;
 - (61) SOUTH 36 DEG. 16' 52" WEST, 395.53 FEET;
 - (62) NORTH 59 DEG. 13' 51" WEST, 90.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 120.00 FEET;
 - (63) THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEG. 00' 00", AN ARC DISTANCE OF 83.78 FEET;
 - (64) THENCE TANGENT TO LAST SAID CURVE SOUTH 80 DEG. 46' 09" WEST, 106.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 105.00 FEET;
 - (65) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEG. 40' 00", AN ARC DISTANCE OF 48.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO WHICH BEARS SOUTH 35 DEG. 53' 51" EAST, AND HAVING A RADIUS OF 110.00 FEET;
 - (66) THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 132 DEG. 54' 19", AN ARC DISTANCE OF 255.16 FEET;
 - (67) THENCE NONTANGENT TO LAST SAID CURVE NORTH 12 DEG. 52' 29" EAST, 523.10 FEET;
 - (68) NORTH 0 DEG. 05' 09" EAST, 243.70 FEET;
 - (69) NORTH 25 DEG. 54' 51" WEST, 540.93 FEET;



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- (70) SOUTH 56 DEG. 05' 09" WEST, 295.13 FEET;
- (71) SOUTH 89 DEG. 03' 39" WEST, 246.11 FEET;
- (72) SOUTH 0 DEG. 31' 49" WEST, 160.00 FEET;
- (73) SOUTH 68 DEG. 01' 21" EAST, 320.35 FEET;
- (74) SOUTH 5 DEG. 53' 51" EAST, 222.62 FEET;
- (75) SOUTH 27 DEG. 57' 49" WEST, 515.46 FEET; THENCE LEAVING SAID GENERAL EASTERLY LINE, THE FOLLOWING DESCRIBED COURSES:
- (76) NORTH 7 DEG. 42' 22" WEST, 473.70 FEET;
- (77) NORTH 35 DEG. 00' 00" WEST, 1448.00 FEET;
- (78) SOUTH 67 DEG. 42' 49" WEST, 395.53 FEET;
- (79) SOUTH 40 DEG. 31' 49" WEST, 987.01 FEET TO A POINT ON THE GENERAL EASTERLY LINE OF THE SAID LAND DESCRIBED IN BOOK 13990, PAGE 1843, OFFICIAL RECORDS, SAID POINT BEING DISTANT THEREON SOUTHEASTERLY 240.83 FEET FROM THE NORTHWESTERLY TERMINUS OF COURSE 135 OF SAID DOCUMENT (SHOWN AS HAVING A BEARING OF NORTH 49 DEG. 28' 17" WEST); THENCE ALONG SAID GENERAL EASTERLY LINE THE FOLLOWING DESCRIBED COURSES:
- (80) NORTH 49 DEG. 28' 11" WEST, 240.83 FEET;
- (81) SOUTH 40 DEG. 46' 49" WEST, 342.96 FEET TO THE POINT OF BEGINNING.

* * * * *

LM

PLATS (CC&R'S, IF ANY) ENCLOSED.

COPY WITH PLAT (AND CC&R, IF ANY) TO:

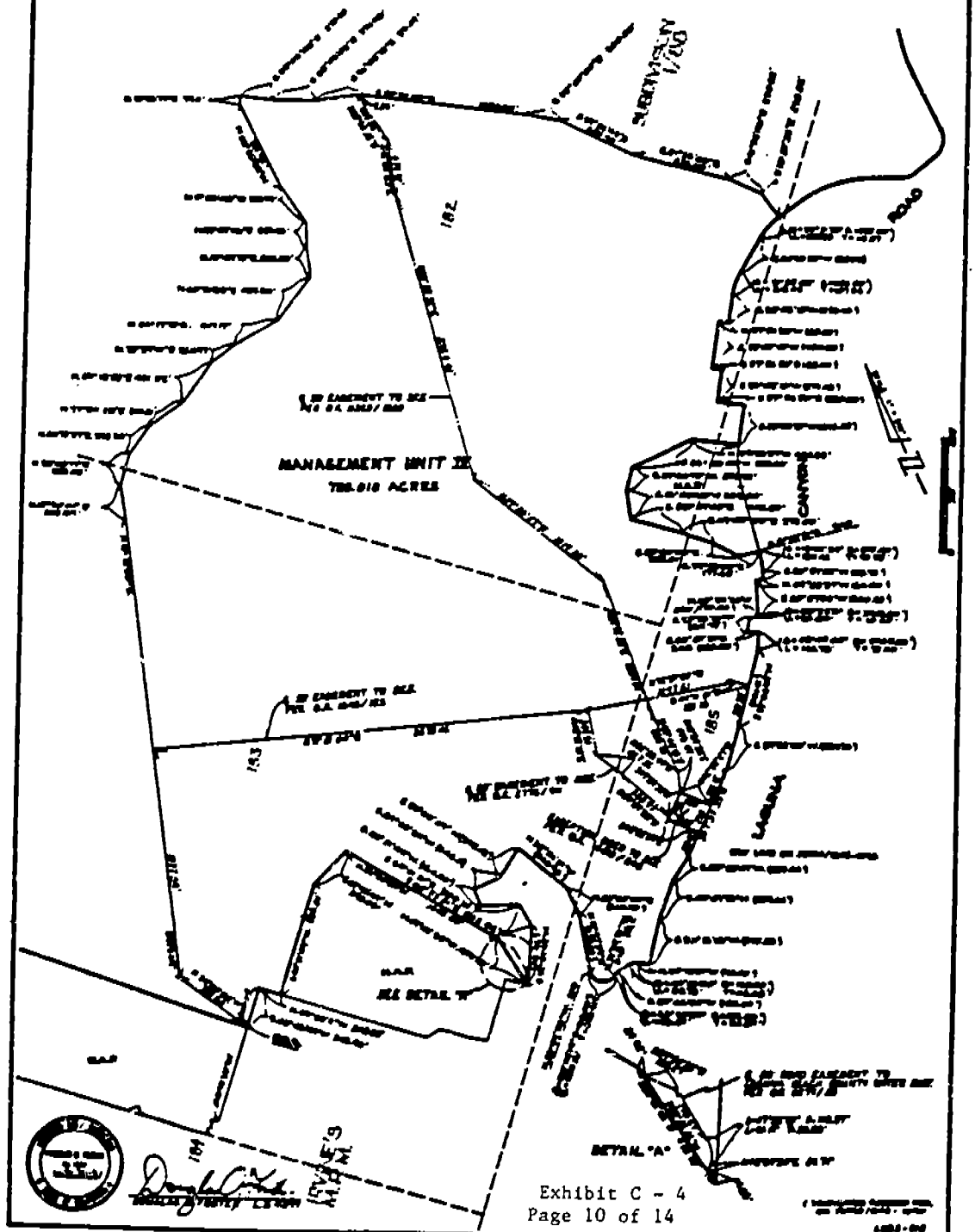
THE IRVINE COMPANY
500 NEWPORT CENTER DRIVE
5TH FLOOR
NEWPORT BEACH, CALIFORNIA 92660
ATTN: JIM CAVANAUGH

LATHAM & WATKINS
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA
ATTN: JAY DEVERICH

IRVINE COASTAL DEDICATION AREA

EXHIBIT "B"

88-579326





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NOTICE

Sections 12413 and 12413.5 of the California Insurance Code become effective on January 1, 1985. This new law requires that any title insurance company, underwritten title company or controlled escrow company handling funds in an escrow or subescrow capacity must have all cash, checks and drafts representing disbursements to be made by it deposited into its escrow depository bank account *before* recording your transaction.

When checks (including cashier's, certified and traveler's checks), share drafts and money orders are drawn on or issued by an office of a financial institution located outside the state of California or when *any* draft (other than a share draft) is deposited into or submitted for collection to First American Title Company's escrow depository bank account, there may be a substantial delay in the closing of your transaction or the disbursement of funds to be made by First American Title Company.

To avoid any delay necessitated by this new law please consider the following:

1. Use checks, share drafts or money orders drawn on or issued by offices of financial institutions located within the state of California.
2. Require the wire transfer of the funds from the office of the financial institution located outside the state of California to First American's escrow depository bank account.
3. Avoid using drafts.

If you have any questions about the effect of this new law on your escrow please contact your local First American Title Company office.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - (7-88)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

EXCLUSIONS FROM COVERAGE

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

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

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant, (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1979
WITH A.L.T.A. ENFORCEMENT FORM 1 COVERAGE (AMENDED 10-17-79).
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements, under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1979 (AMENDED 10-17-79)
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1987
WITH A.L.T.A. ENFORCEMENT FORM 1 COVERAGE (6/87)
EXCLUSIONS FROM COVERAGE**

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

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

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1987 (6/87)
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy

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SCHEDULE B

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

1. Taxes or assessments which are not shown as existing here by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1987 (6/87)**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to: (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

9. AMERICAN LAND TITLE ASSOCIATION OWNER POLICY - 1987 (6/87)**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

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

Part One

1. Taxes or assessments which are not shown as existing here by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - land division
 - improvements on the land
 - environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
 This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Ruls.
2. The right to take the land by condemning it, unless
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Ruls.
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Ruls
4. Failure to pay value for your title.
5. Lack of a right
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land

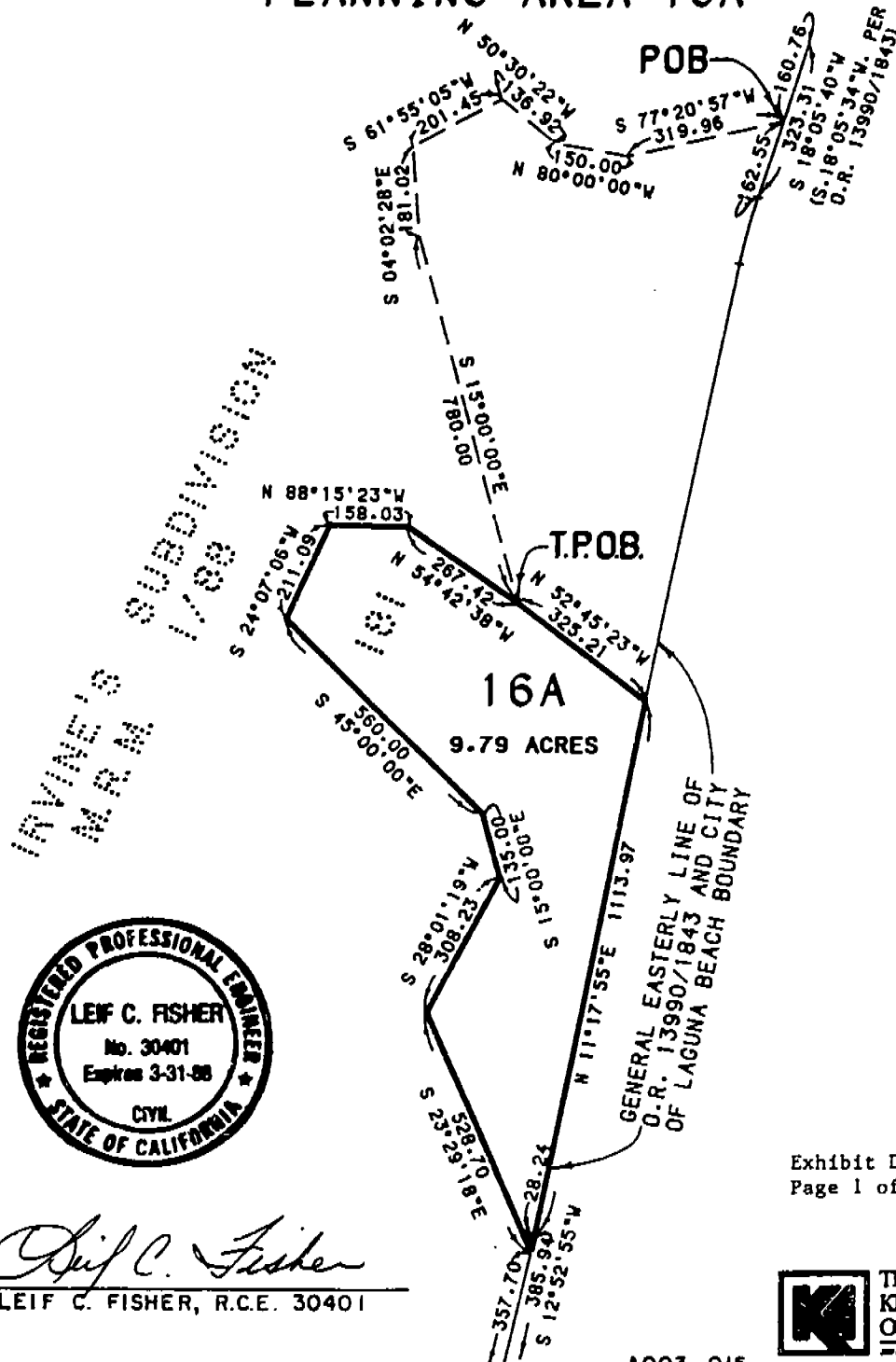
This exclusion does not limit the access coverage in Item 5 of Covered Title Ruls

EXHIBIT "D"

DEPICTION OF ADJOINING PROPERTY

PLANNING AREA 16A

88-579326



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401

Exhibit D
Page 1 of 5



THE
KEITH
COMPANIES

A003-015

EXHIBIT "D"

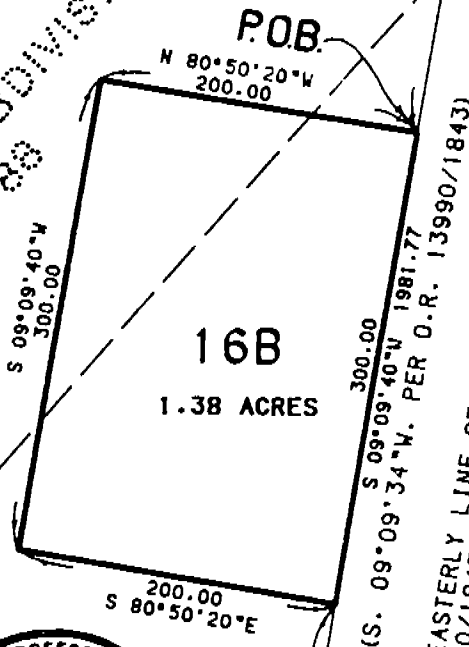
DEPICTION OF ADJOINING PROPERTY

PLANNING AREA 16B

88-579326



IRVINE'S
M & M
SUBDIVISION
1/88



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401

Exhibit D
Page 2 of 5



A003-015

EXHIBIT "D"

DEPICTION OF ADJOINING PROPERTY

PLANNING AREA 20A



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401

88-579326

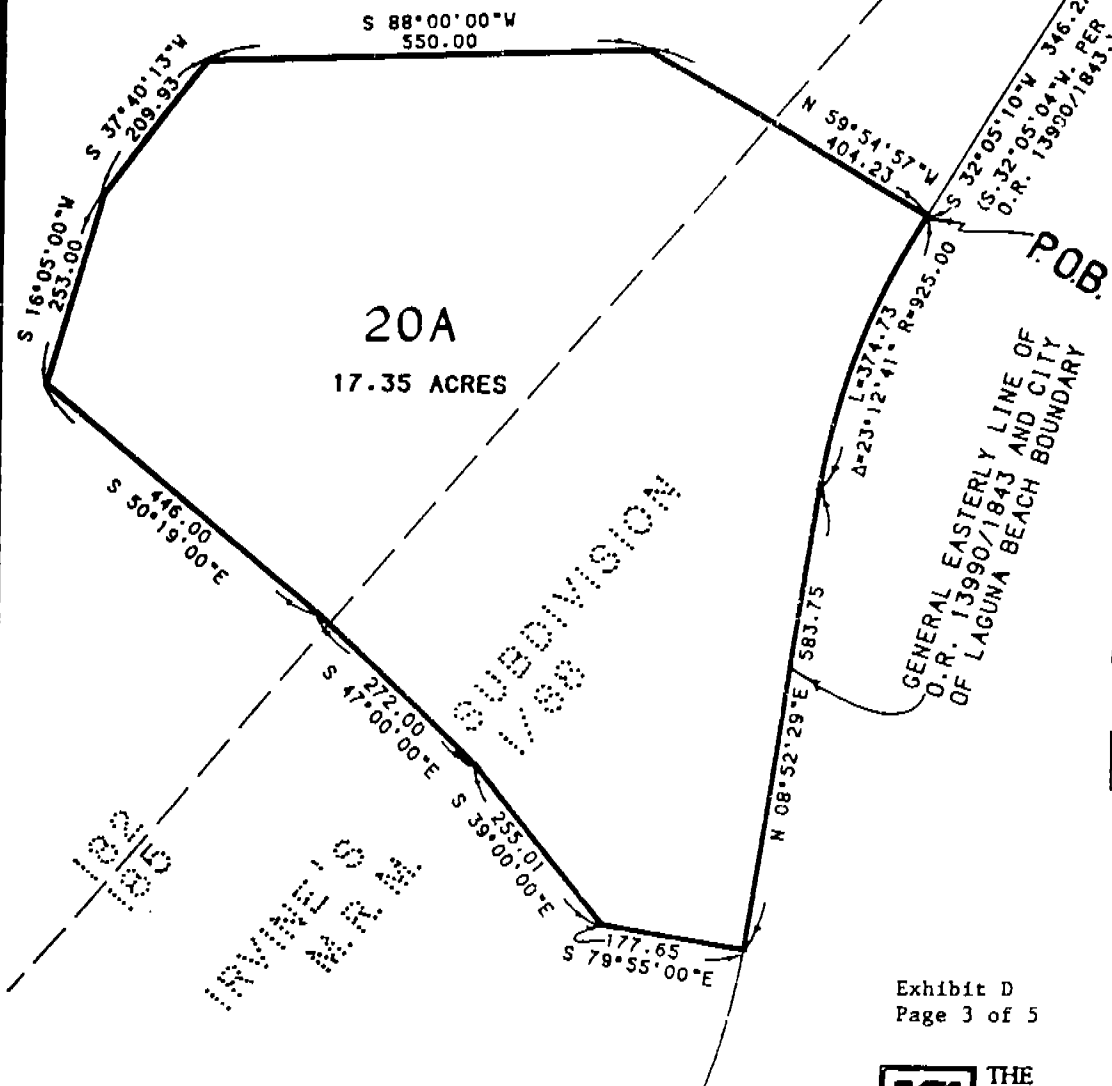


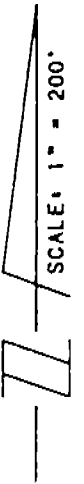
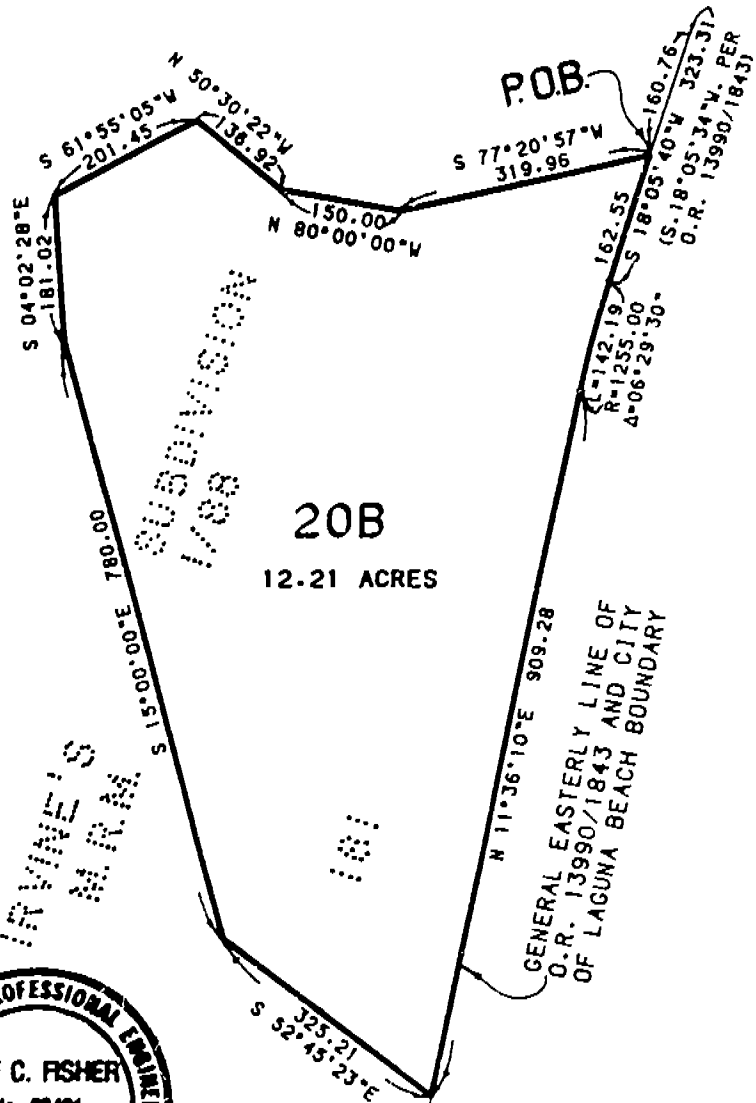
Exhibit D
Page 3 of 5



THE
KEITH
COMPANIES

EXHIBIT "D" DEPICTION OF ADJOINING PROPERTY PLANNING AREA 20B

88-579326



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401

Exhibit D
Page 4 of 5



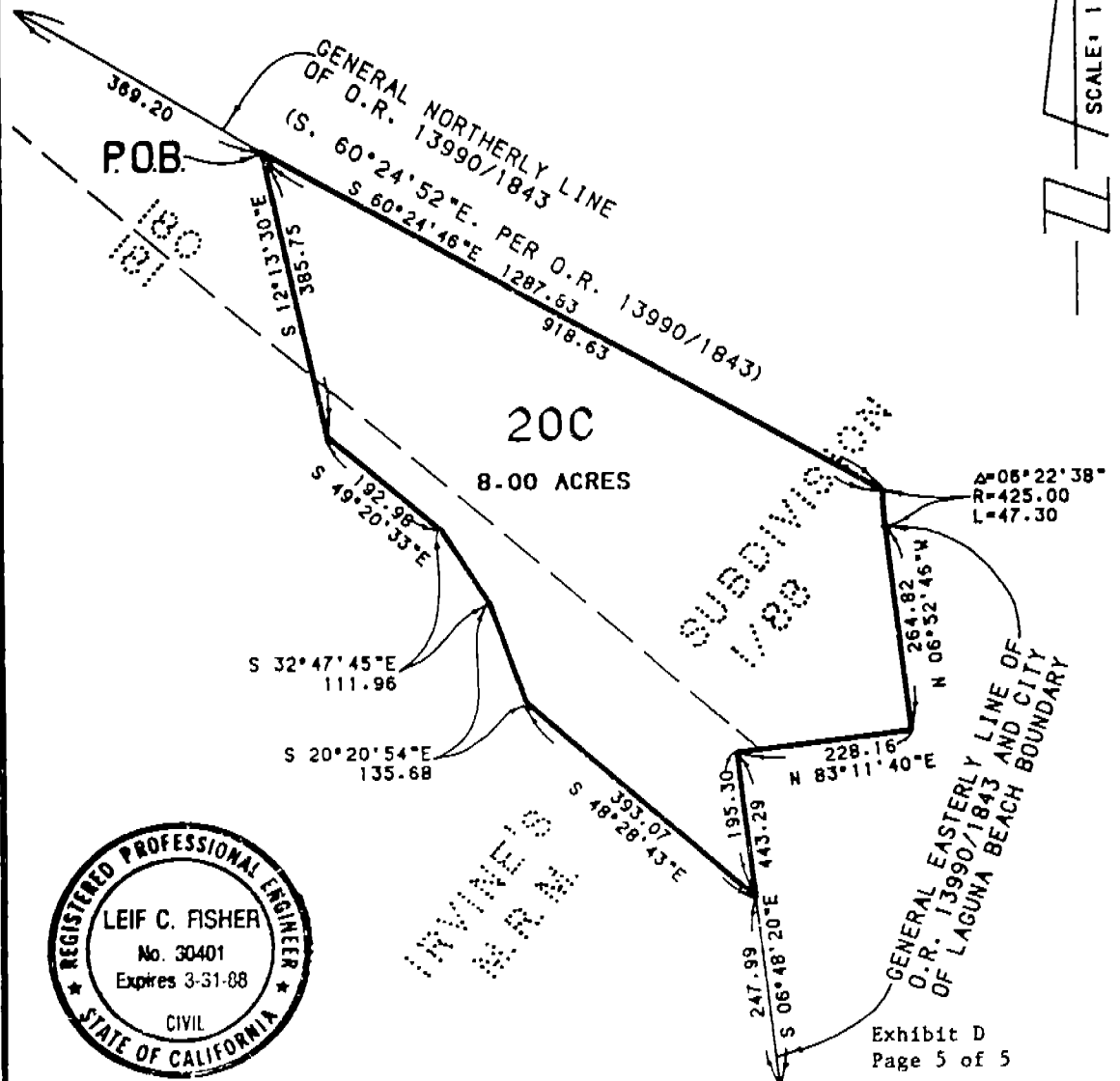
THE
KEITH
COMPANIES

A003-015

88-579326

EXHIBIT "D" DEPICTION OF ADJOINING PROPERTY PLANNING AREA 20C

SCALE 1" = 200'



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401



THE KEITH COMPANIES

EXHIBIT "E"
LEGAL DESCRIPTION OF ADJOINING PROPERTY
PLANNING AREA 16A

88-579326

THAT PORTION OF BLOCK 181 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE NO. 72 IN THE GENERAL EASTERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MARCH 23, 1981 IN BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON SOUTH 18°05'40" WEST (SOUTH 18°05'34" WEST PER SAID DOCUMENT) 160.76 FEET FROM THE NORTHEASTERLY TERMINUS THEREOF; THENCE LEAVING SAID GENERAL EASTERLY LINE AND ALONG THE FOLLOWING COURSES:

- (1) SOUTH 77°20'57" WEST, 319.95 FEET;
- (2) NORTH 80°00'00" WEST, 150.00 FEET;
- (3) NORTH 50°30'22" WEST, 136.92 FEET;
- (4) SOUTH 61°55'05" WEST, 201.45 FEET;
- (5) SOUTH 04°02'28" EAST, 181.02 FEET;
- (6) SOUTH 15°00'00" EAST, 786.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE FOLLOWING COURSES:
 - (7) NORTH 54°42'38" WEST, 267.42 FEET;
 - (8) NORTH 88°15'23" WEST, 158.03 FEET;
 - (9) SOUTH 24°07'06" WEST, 211.09 FEET;
 - (10) SOUTH 45°00'00" EAST, 560.00 FEET;
 - (11) SOUTH 15°00'00" EAST, 135.00 FEET;
 - (12) SOUTH 28°01'19" WEST, 308.23 FEET; AND
 - (13) SOUTH 23°29'18" EAST, 528.70 FEET TO A POINT ON COURSE NO. 76 OF SAID GENERAL EASTERLY LINE, SAID POINT BEING DISTANT THEREON NORTH 12°52'55" EAST, 357.70 FEET FROM THE SOUTHWESTERLY TERMINUS THEREOF; THENCE, ALONG SAID GENERAL EASTERLY LINE, THE FOLLOWING COURSES:
 - (14) NORTH 12°52'55" EAST, 28.24 FEET; AND

(15) NORTH 11°17'55" EAST, 1113.97 FEET; THENCE, LEAVING SAID GENERAL EASTERLY LINE,

(16) NORTH 52°45'23" WEST, 325.21 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 9.79 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "D" OF PLANNING AREA 16A ATTACHED HERETO AND HEREBY MADE A PART HEREOF.



Leif C. Fisher

LEIF C. FISHER, R.C.E. 30401
MY REGISTRATION EXPIRES 3/30/91

88-579326

88-579326

EXHIBIT "E"
LEGAL DESCRIPTION OF ADJOINING PROPERTY
PLANNING AREA 16B

THOSE PORTIONS OF BLOCKS 181 AND 185 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE NO. 80 IN THE GENERAL EASTERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MARCH 23, 1981 IN BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON SOUTH 09°09'40" WEST (SOUTH 09°09'34" WEST PER SAID DOCUMENT) 909.78 FEET FROM THE NORTHEASTERLY TERMINUS THEREOF; THENCE LEAVING SAID GENERAL EASTERLY LINE AND ALONG THE FOLLOWING COURSES:

- (1) NORTH 80°50'20" WEST, 200.00 FEET;
- (2) SOUTH 09°09'40" WEST, 300.00 FEET;
- (3) SOUTH 80°50'20" EAST, 200.00 FEET TO A POINT ON SAID COURSE NO. 80; THENCE, ALONG SAID COURSE NO. 80,
- (4) NORTH 09°09'40" EAST, 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.38 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "D" OF PLANNING AREA 16B ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

A003-015



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401
MY REGISTRATION EXPIRES 3/31/88

88-579326

EXHIBIT "E"
LEGAL DESCRIPTION OF ADJOINING PROPERTY
PLANNING AREA 20A

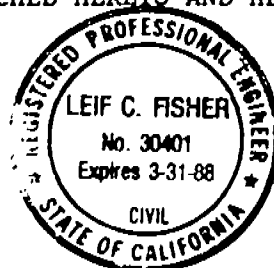
THOSE PORTIONS OF BLOCKS 182 AND 185 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF COURSE NO. 98 IN THE GENERAL EASTERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MARCH 23, 1981 IN BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS OF SAID COUNTY, SAID COURSE HAVING A BEARING OF SOUTH 32°05'10" WEST (SOUTH 32°05'04" WEST PER SAID DOCUMENT); THENCE LEAVING SAID GENERAL EASTERLY LINE AND ALONG THE FOLLOWING COURSES:

- (1) NORTH 59°54'47" WEST, 404.23 FEET;
- (2) SOUTH 88°00'00" WEST, 550.00 FEET;
- (3) SOUTH 37°40'13" WEST, 209.93 FEET;
- (4) SOUTH 16°05'00" WEST, 253.00 FEET;
- (5) SOUTH 50°19'00" EAST, 446.00 FEET;
- (6) SOUTH 47°00'00" EAST, 272.00 FEET;
- (7) SOUTH 39°00'00" EAST, 255.01 FEET; AND
- (8) SOUTH 79°55'00" EAST 177.65 FEET TO THE SOUTHWESTERLY TERMINUS OF COURSE NO. 100 IN SAID GENERAL EASTERLY LINE; THENCE, ALONG SAID GENERAL EASTERLY LINE, THE FOLLOWING COURSES:
- (9) NORTH 08°52'29" EAST, 583.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 925.00 FEET; AND
- (10) NORTHERLY 374.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°12'41" TO THE POINT OF BEGINNING.

CONTAINING 17.35 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "D" OF PLANNING AREA 20A ATTACHED HERETO AND HEREBY MADE A PART HEREOF.



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401
MY REGISTRATION EXPIRES 3/31/88

EXHIBIT "E"
LEGAL DESCRIPTION OF ADJOINING PROPERTY
PLANNING AREA 20B

88-579326

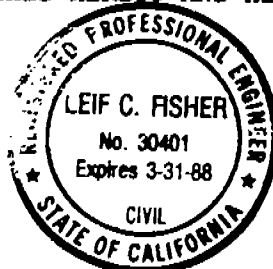
THAT PORTION OF BLOCK 181 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE NO. 72 IN THE GENERAL EASTERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MARCH 23, 1981 IN BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON SOUTH 18°05'40" WEST (SOUTH 18°05'34" WEST PER SAID DOCUMENT) 160.76 FEET FROM THE NORTHEASTERLY TERMINUS THEREOF; THENCE LEAVING SAID GENERAL EASTERLY LINE AND ALONG THE FOLLOWING COURSES:

- (1) SOUTH 77°20'57" WEST, 319.95 FEET;
- (2) NORTH 80°00'00" WEST, 150.00 FEET;
- (3) NORTH 50°30'22" WEST, 136.92 FEET;
- (4) SOUTH 61°55'05" WEST, 201.45 FEET;
- (5) SOUTH 04°02'28" EAST, 181.02 FEET;
- (6) SOUTH 15°00'00" EAST, 780.00 FEET; AND
- (7) SOUTH 52°45'23" EAST, 325.21 FEET TO THE SOUTHWESTERLY TERMINUS OF COURSE NO. 74 OF SAID GENERAL EASTERLY LINE; THENCE, ALONG SAID GENERAL EASTERLY LINE, THE FOLLOWING COURSES:
- (8) NORTH 11°36'10" EAST, 909.28 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1255.00 FEET;
- (9) NORTHERLY 142.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°29'30";
- (10) TANGENT TO SAID CURVE, NORTH 18°05'40" EAST, 162.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.21 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "D" OF PLANNING AREA 20B ATTACHED HERETO AND HEREBY MADE A PART HEREOF.



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401
MY REGISTRATION EXPIRES 3/31/88

88-579326

EXHIBIT "E"
LEGAL DESCRIPTION OF ADJOINING PROPERTY
PLANNING AREA 20C

THOSE PORTIONS OF BLOCKS 180 AND 181 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE NO. 66 IN THE GENERAL NORTHERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MARCH 23, 1981 IN BOOK 13990, PAGE 1843 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING DISTANT THEREON SOUTH 60°24'46" EAST (SOUTH 60°24'52" EAST PER SAID DOCUMENT) 369.20 FEET FROM THE NORTHWESTERLY TERMINUS THEREOF; THENCE LEAVING SAID GENERAL NORTHERLY LINE AND ALONG THE FOLLOWING COURSES:

- (1) SOUTH 12°13'30" EAST, 385.75 FEET;
- (2) SOUTH 49°20'33" EAST, 192.98 FEET;
- (3) SOUTH 32°47'45" EAST, 111.96 FEET;
- (4) SOUTH 20°20'54" EAST, 135.68 FEET;
- (5) SOUTH 48°28'43" EAST, 393.07 FEET TO A POINT ON THE GENERAL EASTERLY LINE OF SAID LAND DESCRIBED IN SAID DOCUMENT, SAID GENERAL EASTERLY LINE BEING THE BOUNDARY OF THE CITY OF LAGUNA BEACH, SAID POINT BEING ON COURSE NO. 70 OF SAID DOCUMENT AND DISTANT THEREON NORTH 06°48'20" WEST 247.99 FEET FROM THE SOUTHERLY TERMINUS THEREOF; THENCE, ALONG SAID GENERAL EASTERLY LINE AND SAID CITY BOUNDARY, THE FOLLOWING COURSES:
- (6) NORTH 06°48'20" WEST, 195.30 FEET;
- (7) NORTH 83°11'40" EAST, 228.16 FEET;
- (8) NORTH 06°52'46" WEST, 264.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 425.00 FEET;
- (9) NORTHERLY 47.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°22'38" TO SAID GENERAL NORTHERLY LINE; THENCE, LEAVING SAID GENERAL EASTERLY LINE AND SAID CITY BOUNDARY LINE, AND PROCEEDING ALONG SAID GENERAL NORTHERLY LINE

(10) NORTH 60°24'46" WEST, 918.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.00 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "D" OF PLANNING AREA 20C ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

A003-015



Leif C. Fisher
LEIF C. FISHER, R.C.E. 30401
MY REGISTRATION EXPIRES 3/31/88

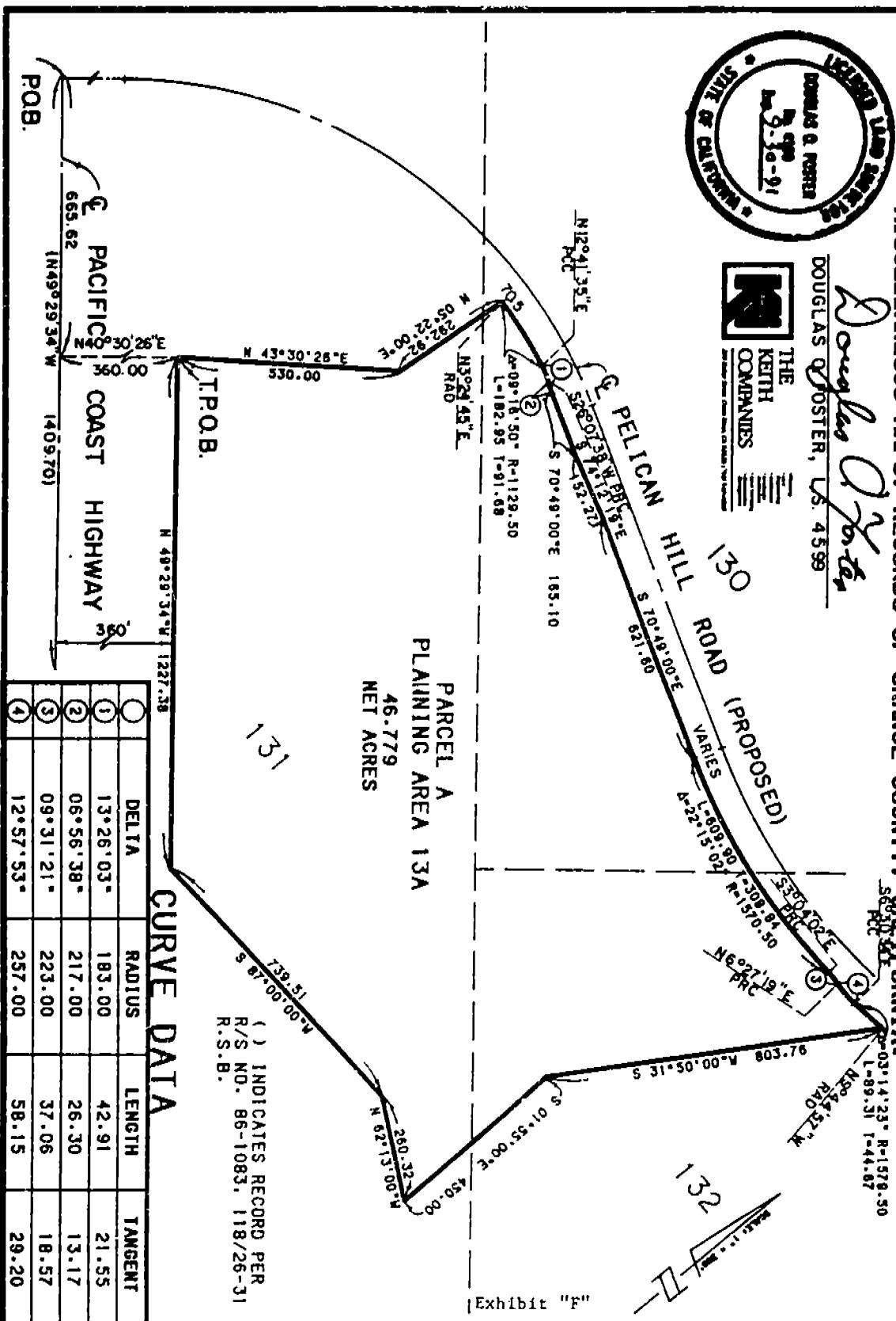
88-579326

CALIFORNIA



DOUGLAS POSTER, U.S. 4598

Douglas D. Zetter



CURVE DATA				
	DELTA	RADIUS	LENGTH	TANGENT
①	13°26'03"	183.00	42.91	21.55
②	06°56'38"	217.00	26.30	13.17
③	09°31'21"	223.00	37.06	18.57
④	12°57'53"	257.00	58.15	29.20

() INDICATES RECORD PER
R/S NO. 86-1083, 118/26-31
R.S.B.

88-579326

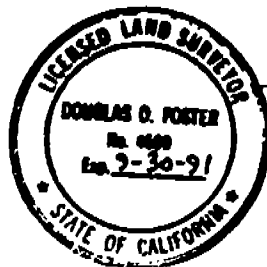


**THE
KEITH
COMPANIES**

A003 - 015

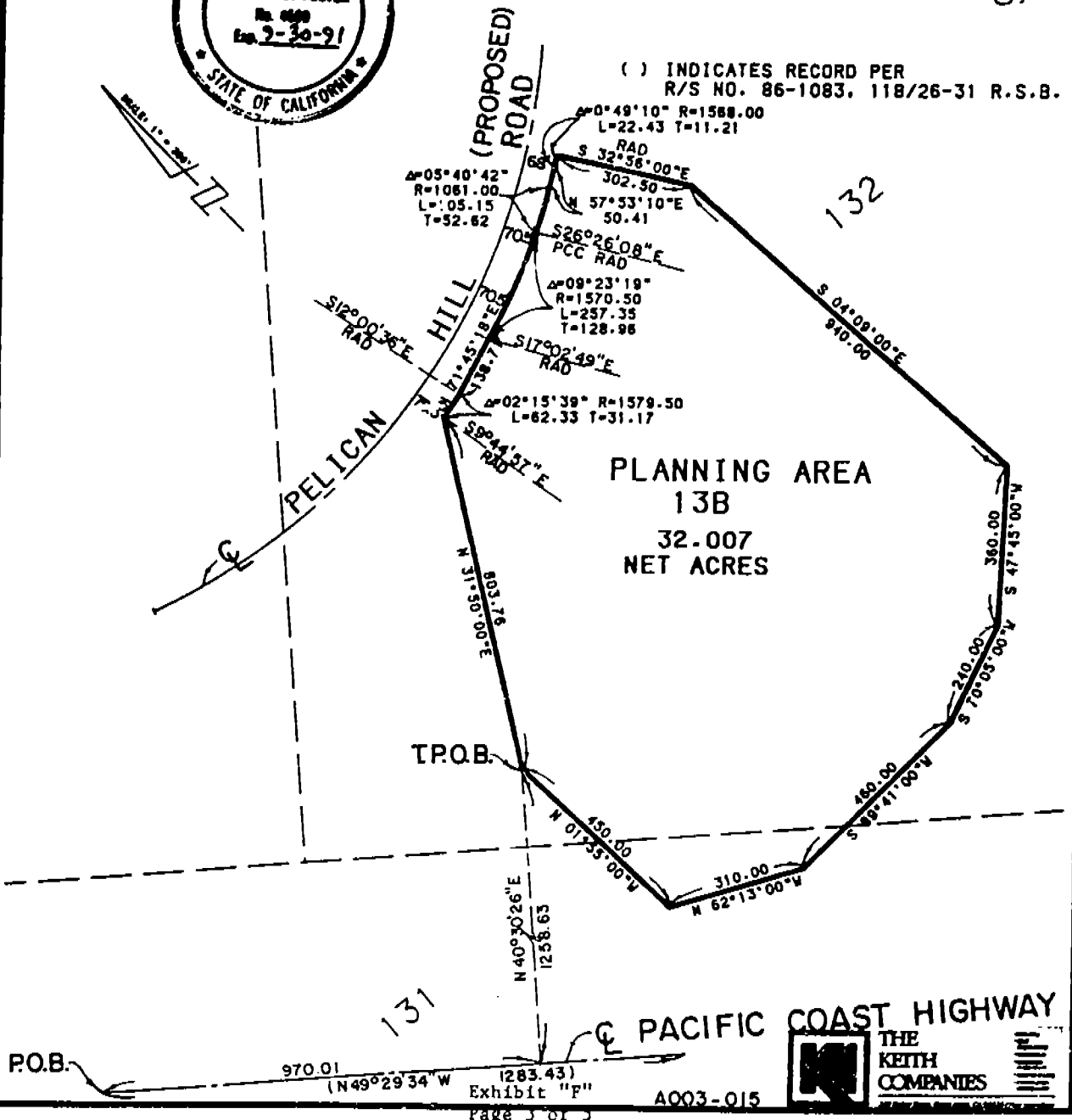
EXHIBIT "F"
 DEPICTION OF BENEFITTED PROPERTY
 PLANNING AREA 13B, BEING PORTIONS OF BLOCKS 131
 AND 132 OF IRVINE'S SUBDIVISION AS SHOWN ON A MAP
 RECORDED IN BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS,
 RECORDS OF ORANGE COUNTY, CALIFORNIA.

88-579326



Douglas O. Foster
 DOUGLAS O. FOSTER, L.S. 4599

() INDICATES RECORD PER
 R/S NO. 86-1083, 118/26-31 R.S.B.

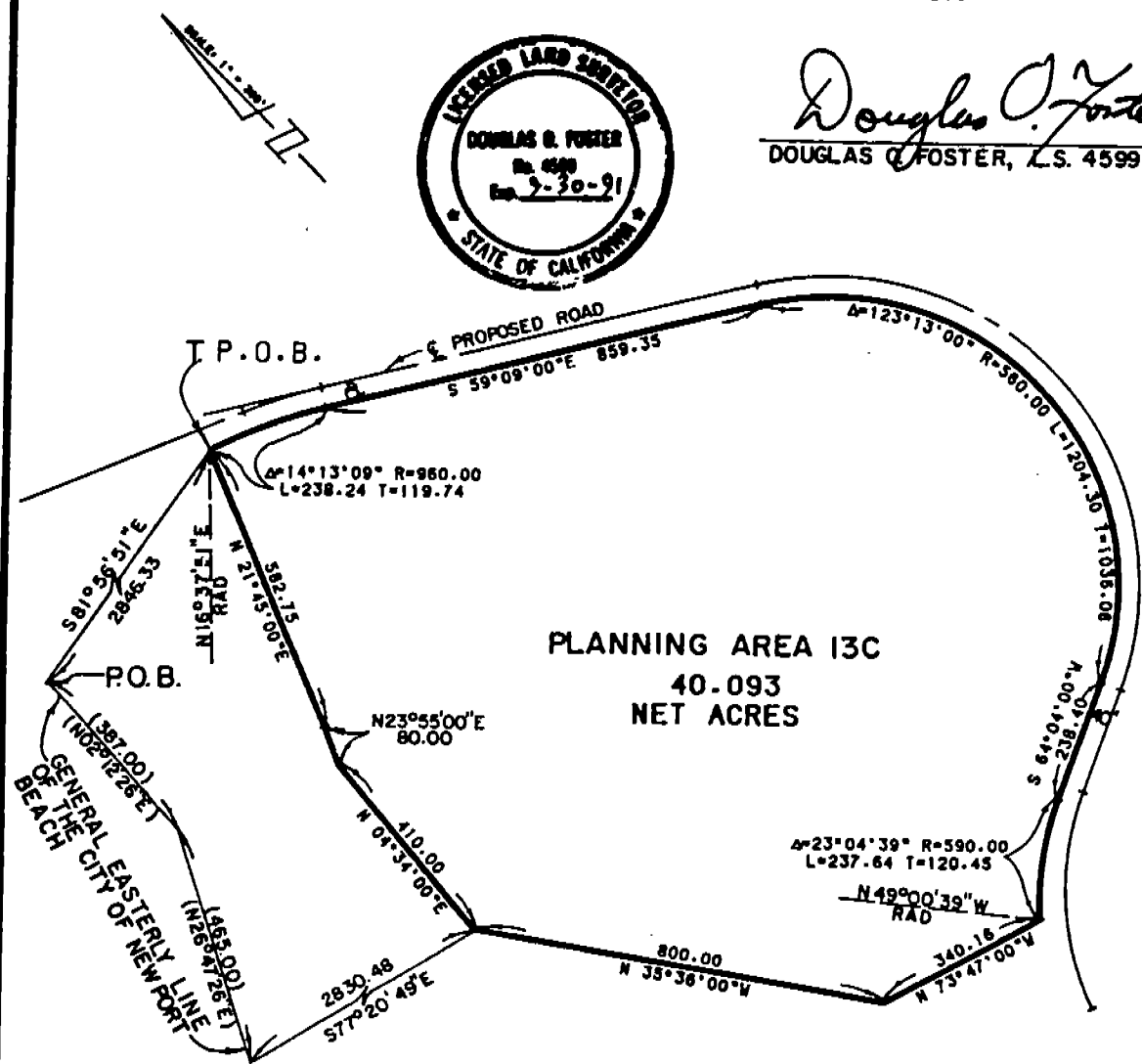


88-579326

EXHIBIT "F"
DEPICTION OF BENEFITTED PROPERTY
PLANNING AREA 13C
BEING A PORTION OF BLOCK 130 OF IRVINE'S
SUBDIVISION AS SHOWN ON A MAP RECORDED IN
BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS,
RECORDS OF ORANGE COUNTY, CALIFORNIA.



Douglas G. Foster
DOUGLAS G. FOSTER, L.S. 4599



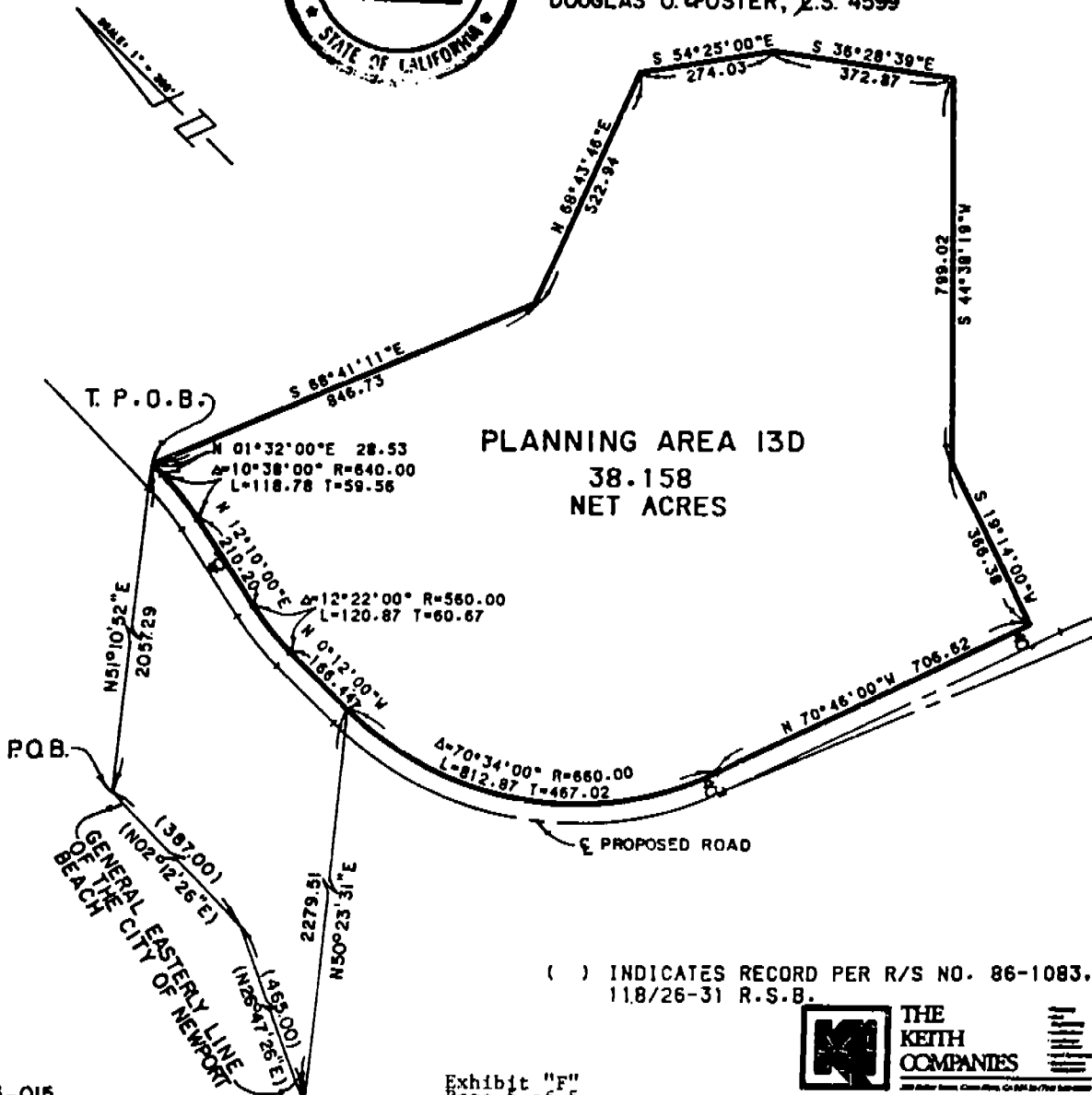
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R/S NO. 86-1083, 118/26-31 R.S.B.
Exhibit "F"
Page 4 of 5

EXHIBIT "F"
 DEPICTION OF BENEFITTED PROPERTY
 PLANNING AREA 13D
 BEING A PORTION OF BLOCK 130 OF IRVINE'S
 SUBDIVISION AS SHOWN ON A MAP RECORDED IN
 BOOK 1, PAGE 88, OF MISCELLANEOUS MAPS,
 RECORDS OF ORANGE COUNTY, CALIFORNIA.

88-579326



Douglas O. Foster
 DOUGLAS O. FOSTER, L.S. 4599



88-579326

EXHIBIT "G"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY
PLANNING AREA 13A

PARCEL A:

ALL THAT REAL PROPERTY BEING THOSE PORTIONS OF BLOCKS 130, 131 AND 132 OF IRVINE'S SUBDIVISIONS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 49°29'34" WEST, 1409.70 FEET, SAID COURSE BEING THE CENTERLINE OF PACIFIC COAST HIGHWAY AS SHOWN ON RECORD OF SURVEY NO. 86-1083 FILED IN BOOK 118, PAGES 26 THROUGH 31 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE SOUTH 49°29'34" EAST, 665.62 FEET, THENCE LEAVING SAID CENTERLINE;

NORTH 40°30'26" EAST, 360.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE THE FOLLOWING DESCRIBED COURSES:

- (1) NORTH 43°30'26" EAST, 530.00 FEET;
- (2) NORTH 5°22'00" EAST, 292.92 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE SOUTHERLY, A RADIAL LINE TO WHICH BEARS NORTH 3°24'45" EAST, AND HAVING A RADIUS OF 1129.50 FEET;
- (3) EASTERLY ALONG SAID CURVE 182.95 FEET THROUGH A CENTRAL ANGLE OF 9°16'50" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 183.00 FEET;
- (4) EASTERLY ALONG LAST SAID CURVE 42.91 FEET THROUGH A CENTRAL ANGLE OF 13°26'03" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 217.00 FEET;
- (5) EASTERLY ALONG LAST SAID CURVE 26.30 FEET THROUGH A CENTRAL ANGLE OF 6°56'38";
- (6) SOUTH 70°49'00" EAST, 165.10 FEET;
- (7) SOUTH 74°12'19" EAST, 152.27 FEET;

- (8) SOUTH 70°49'00" EAST, 621.60 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1570.50 FEET;
- (9) EASTERLY ALONG SAID CURVE 609.90 FEET THROUGH A CENTRAL ANGLE OF 22°15'02" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 223.00 FEET;
- (10) EASTERLY ALONG LAST SAID CURVE 37.06 FEET THROUGH A CENTRAL ANGLE OF 9°31'21" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 257.00 FEET;
- (11) EASTERLY ALONG LAST SAID CURVE 58.15 FEET THROUGH A CENTRAL ANGLE OF 12°57'53" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1579.50 FEET;
- (12) EASTERLY ALONG LAST SAID CURVE 89.30 FEET THROUGH A CENTRAL ANGLE OF 3°14'22";
- (13) THENCE NONTANGENT TO LAST SAID CURVE SOUTH 31°50'00" WEST, 803.76 FEET;
- (14) SOUTH 1°55'00" EAST, 450.00 FEET;
- (15) NORTH 62°13'00" WEST, 260.32 FEET;
- (16) SOUTH 87°00'00" WEST, 739.51 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 360.00 FEET FROM SAID CENTERLINE OF PACIFIC COAST HIGHWAY;
- (17) THENCE ALONG SAID PARALLEL LINE NORTH 49°29'34" WEST, 1227.38 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 46.779 ACRES MORE OR LESS.

ALL OF WHICH IS DEPICTED ON EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION IS PREPARED FOR AGREEMENT PURPOSES ONLY AND MAY NOT BE USED IN DOCUMENTS FOR THE CONVEYANCE OF LAND. THE PROPERTY DESCRIBED HEREIN IS INTENDED TO BE LOT 54 OF VESTED TENTATIVE TRACT NO. 13337 AS SUBMITTED TO THE ORANGE COUNTY GOVERNING AGENCY FOR APPROVAL.

02/02/88
A003-015
003B3015

Douglas O. Foster
DOUGLAS O. FOSTER, L.S. 4599
MY CERTIFICATE EXPIRES 9/30/91

EXHIBIT "G"
LEGAL DESCRIPTION OF BENEFITTED PROPERTY
PLANNING AREA 13A

PARCEL B:

ALL THAT REAL PROPERTY BEING THOSE PORTIONS OF BLOCKS 131 AND 132 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING BEARING AND DISTANCE OF NORTH 49°29'34" WEST, 1409.70 FEET, SAID COURSE BEING THE CENTERLINE OF PACIFIC COAST HIGHWAY AS SHOWN ON RECORD OF SURVEY NO. 86-1083 FILED IN BOOK 118, PAGES 26 THROUGH 31 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE SOUTH 49°29'34" EAST, 84.25 FEET, THENCE LEAVING SAID CENTERLINE:

NORTH 40°30'26" EAST, 360.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A NONTANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1129.50 FEET, A RADIAL LINE TO WHICH BEARS NORTH 42°46'30" WEST;

THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE 910.52 FEET THROUGH A CENTRAL ANGLE OF 46°11'15";

THENCE NONTANGENT TO SAID CURVE SOUTH 5°22'00" WEST, 292.92 FEET;

THENCE SOUTH 43°30'26" WEST, 530.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 360.00 FEET NORTHEASTERLY FROM SAID CENTERLINE OF PACIFIC COAST HIGHWAY;

THENCE ALONG SAID PARALLEL LINE NORTH 49°29'34" WEST, 581.37 FEET TO THE TRUE POINT OF BEGINNING.

88-579326

CONTAINING 7.469 ACRES MORE OR LESS.

ALL OF WHICH IS DEPICTED ON EXHIBIT "F" ATTACHED HERETO AND
MADE A PART HEREOF.

THIS LEGAL DESCRIPTION IS PREPARED FOR AGREEMENT PURPOSES ONLY
AND MAY NOT BE USED IN DOCUMENTS FOR THE CONVEYANCE OF LAND.
THE PROPERTY DESCRIBED HEREIN IS INTENDED TO BE LOT 61 OF
VESTED TENTATIVE TRACT NO. 13337 AS SUBMITTED TO THE ORANGE
COUNTY GOVERNING AGENCY FOR APPROVAL.


DOUGLAS O. FOSTER, L.S. 4599
MY CERTIFICATE EXPIRES 9/30/91

88-579326

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Exhibit "C"
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003B3014

EXHIBIT "G"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY
PLANNING AREA 13B

88-579326

ALL THAT REAL PROPERTY BEING THOSE PORTIONS OF BLOCKS 131 AND 132 OF IRVINE'S SUBDIVISION IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 49°29'34" WEST, 1283.43 FEET, SAID COURSE BEING THE CENTERLINE OF PACIFIC COAST HIGHWAY AS SHOWN ON RECORD OF SURVEY NO. 86-1083 FILED IN BOOK 118, PAGES 26 THROUGH 31 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE SOUTH 49°29'34" EAST, 970.01 FEET, THENCE LEAVING SAID CENTERLINE;

NORTH 40°30'26" EAST, 1258.63 FEET TO THE TRUE POINT OF BEGINNING, THENCE THE FOLLOWING DESCRIBED COURSES:

- (1) NORTH 31°50'00" EAST, 803.76 FEET; TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1579.50 FEET A RADIAL LINE TO WHICH BEARS SOUTH 9°44'57" EAST;
- (2) EASTERLY ALONG SAID CURVE 62.33 FEET THROUGH A CENTRAL ANGLE OF 2°15'39";
- (3) NONTANGENT TO SAID CURVE NORTH 71°45'18" EAST, 138.71 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 1570.50 A RADIAL LINE TO WHICH BEARS SOUTH 17°02'49" EAST;
- (4) EASTERLY AND NORTHEASTERLY ALONG SAID CURVE 257.35 FEET THROUGH A CENTRAL ANGLE OF 9°23'19" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY, AND HAVE A RADIUS OF 1061.00 FEET;
- (5) NORTHEASTERLY ALONG LAST SAID CURVE 105.15 FEET THROUGH A CENTRAL ANGLE OF 5°40'42";
- (6) NORTH 57°53'10" EAST, 50.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1568.00 FEET;
- (7) NORTHEASTERLY ALONG SAID CURVE 22.43 FEET THROUGH A CENTRAL ANGLE OF 0°49'10";

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- (8) SOUTH 32°56'00" EAST, 302.50 FEET ALONG A PROLONGATION OF A RADIAL LINE OF SAID CURVE;
- (9) SOUTH 4°09'00" EAST, 940.00 FEET;
- (10) SOUTH 47°45'00" WEST, 360.00 FEET;
- (11) SOUTH 70°05'00" WEST, 240.00 FEET;
- (12) SOUTH 89°41'00" WEST, 460.00 FEET;
- (13) NORTH 62°13'00" WEST, 310.00 FEET;
- (14) NORTH 01°55'00" WEST, 450.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 32.007 ACRES MORE OR LESS.

ALL OF WHICH IS DEPICTED ON EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION IS PREPARED FOR AGREEMENT PURPOSES ONLY AND MAY NOT BE USED IN DOCUMENTS FOR THE CONVEYANCE OF LAND. THE PROPERTY DESCRIBED HEREIN IS INTENDED TO BE LOT 53 OF VESTED TENTATIVE TRACT NO. 13337 AS SUBMITTED TO THE ORANGE COUNTY GOVERNING AGENCY FOR APPROVAL.


DOUGLAS O. FOSTER, L.S. 4599
MY CERTIFICATE EXPIRES 9/30/91

02/02/88
A003-015
003B3016 2

EXHIBIT "G"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY
PLANNING AREA 11C

ALL THAT REAL PROPERTY BEING A PORTION OF BLOCK 130 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING DISTANCE OF NORTH 2°12'26" EAST, 387.00 FEET, AS SHOWN ON RECORD OF SURVEY NO. 86-1083 FILED IN BOOK 118, PAGES 26 THROUGH 31 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE GENERAL EASTERLY LINE OF THE CITY OF NEWPORT BEACH LIMITS;

THENCE SOUTH 81°56'51" EAST, 2,846.33 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE WESTERLY TERMINUS OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO WHICH BEARS NORTH 16°37'51" EAST, AND HAVING A RADIUS OF 960.00 FEET, THENCE ALONG SAID CURVE AND THE FOLLOWING DESCRIBED COURSES:

- (1) SOUTHEASTERLY ALONG SAID CURVE 238.24 FEET THROUGH A CENTRAL ANGLE OF 14°13'09";
- (2) SOUTH 59°09'00" EAST, 859.35 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 560.00 FEET;
- (3) SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID CURVE 1204.30 FEET THROUGH A CENTRAL ANGLE OF 123°13'00";
- (4) SOUTH 64°04'00" WEST, 238.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 590.00 FEET;
- (5) SOUTHWESTERLY ALONG SAID CURVE 237.64 FEET THROUGH A CENTRAL ANGLE OF 23°04'39";
- (6) THENCE NONTANGENT TO LAST SAID CURVE NORTH 73°47'00" WEST, 340.16 FEET;
- (7) NORTH 35°36'00" WEST, 800.00 FEET TO A POINT THAT BEARS SOUTH 77°20'49" EAST 2,830.48 FEET FROM THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 26°47'26" EAST, 465.00 FEET OF SAID RECORD OF SURVEY NO. 86-1083, SAID SOUTHERLY TERMINUS ALSO BEING ON THE GENERAL EASTERLY LINE OF THE CITY OF NEWPORT BEACH LIMITS;

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- (8) NORTH 4°34'00" EAST, 410.00 FEET;
- (9) NORTH 23°55'00" EAST, 80.00 FEET;
- (10) NORTH 21°45'00" EAST, 582.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 40.093 ACRES MORE OR LESS.

ALL OF WHICH IS DEPICTED ON EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION IS PREPARED FOR AGREEMENT PURPOSES ONLY AND MAY NOT BE USED IN DOCUMENTS FOR THE CONVEYANCE OF LAND. THE PROPERTY DESCRIBED HEREIN IS INTENDED TO BE LOT 8, OF VESTED TENTATIVE TRACT NO. 13337 AS SUBMITTED TO THE ORANGE COUNTY GOVERNING AGENCY FOR APPROVAL.


DOUGLAS O. FOSTER, L.S. 4599
MY CERTIFICATE EXPIRES 9/30/91

02/02/88
A003-015
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86-579326

EXHIBIT "G"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY
PLANNING AREA 13D

ALL THAT REAL PROPERTY BEING A PORTION OF BLOCK 130 OF IRVINE'S SUBDIVISION, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING DISTANCE OF NORTH 2°12'26" EAST, 387.00 FEET, AS SHOWN ON RECORD OF SURVEY NO. 86-1083 FILED IN BOOK 118, PAGES 26 THROUGH 31 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE GENERAL EASTERLY LINE OF THE CITY OF NEWPORT BEACH LIMITS;

THENCE NORTH 51°10'52" EAST, 2,057.29 FEET TO THE TRUE POINT OF BEGINNING AND THE FOLLOWING DESCRIBED COURSES:

- (1) SOUTH 68°41'11" EAST, 846.73 FEET;
- (2) NORTH 68°43'46" EAST, 522.94 FEET;
- (3) SOUTH 54°25'00" EAST, 274.03 FEET;
- (4) SOUTH 36°28'39" EAST, 372.87 FEET;
- (5) SOUTH 44°38'19" WEST, 799.02 FEET;
- (6) SOUTH 19°14'00" WEST, 366.38 FEET;
- (7) NORTH 70°46'00" WEST, 706.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 660.00 FEET;
- (8) NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE 812.87 FEET THROUGH A CENTRAL ANGLE OF 70°34'00" TO A POINT THAT BEARS NORTH 50°23'31" EAST, 2,279.51 FEET FROM THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 26°47'26" EAST, 465.00 FEET AS SHOWN ON SAID RECORD OF SURVEY NO. 86-1083, SAID SOUTHERLY TERMINUS ALSO BEING ON THE GENERAL EASTERLY LINE OF THE CITY OF NEWPORT BEACH LIMITS;
- (9) TANGENT TO SAID CURVE NORTH 0°12'00" WEST, 166.44 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 560.00 FEET;

- (10) NORTHERLY ALONG SAID CURVE 120.87 FEET THROUGH A CENTRAL ANGLE OF $12^{\circ}22'00''$;
- (11) NORTH $12^{\circ}10'00''$ EAST, 210.20 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 640.00 FEET;
- (12) NORTHERLY ALONG SAID CURVE 118.78 FEET THROUGH A CENTRAL ANGLE OF $10^{\circ}38'00''$;
- (13) NORTH $1^{\circ}32'00''$ EAST, 28.53 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 38.158 ACRES MORE OR LESS.

ALL OF WHICH IS DEPICTED ON EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION IS PREPARED FOR AGREEMENT PURPOSES ONLY AND MAY NOT BE USED IN DOCUMENTS FOR THE CONVEYANCE OF LAND. THE PROPERTY DESCRIBED HEREIN IS INTENDED TO BE LOT 11, OF VESTED TENTATIVE TRACT NO. 13337 AS SUBMITTED TO THE ORANGE COUNTY GOVERNING AGENCY FOR APPROVAL.


DOUGLAS O. FOSTER, L.S. 4599
MY CERTIFICATE EXPIRES 9/30/91

02/02/88
A003-015
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C. RECREATION/OPEN SPACE MANAGEMENT POLICIES

1. Irvine Coast Wilderness Regional Park (PA 18, PA 19, PA 21A, PA 21B, PA 21C, and PA 21D)

The Irvine Coast open space system will be preserved through the Conservation and Recreation land use designations and implementing policies. The intent of these land use categories is consistent with the Orange County General Plan's "Recreation Element" (REC) which assigns wilderness regional park status to The Irvine Coast Wilderness Open Space dedication area.

The Recreation Element defines "wilderness regional park" as:

"A regional park in which the land retains its primeval character with minimal improvements and which is managed and protected to preserve natural processes. The park, (1) generally appears to have been affected primarily by forces of nature, with the imprint of man's work substantially unnoticeable; (2) has outstanding opportunities for solitude or a primitive and unconfined type of recreation; (3) is of sufficient size as to make practicable its preservation and use in an unimpaired condition; and (4) may also contain ecological, geological, or other features of scientific, educational, scenic or historical value."

The Orange County General Plan's "Recreation Element" contains the resource management and development policy for such wilderness regional park facilities which is incorporated into this Local Coastal Program. The policy (REC, p.4-8) permits, (1) only restricted hardscape and domestication appropriate to provide access and enjoyment/observation of natural resources and processes, (2) interpretive programs, and

(3) park concessions. Park concessions within PA 18 and PA 19 will be limited to uses which support passive recreation activities such as riding, hiking, picnicking, and camping, and may be operated as a regional park concession by a limited commercial venture under contract to the public agency.

Additional land use policies for subareas within the wilderness regional park are applicable to each specific planning area as follows:

a. Planning Area PA 18 (Upper Emerald Canyon):

- 1) Principal permitted use includes riding and hiking trails, picnicking, and passive recreation facilities such as viewpoints and rest stops.
- 2) Except for emergency and maintenance vehicles, vehicles will be prohibited in the canyon bottom.
- 3) Where feasible, trails and roads will incorporate existing trails and roads.
- 4) No more than one (1) percent of the total land area will be developed with structures, pavement, or other impervious materials.
- 5) Stream courses in Emerald Canyon and significant riparian vegetation will be maintained or enhanced.

b. Planning Area PA 19 (Upper Emerald Ridge):

- 1) Principal permitted use includes parking associated with park use, tent camping, stables, youth hostels,

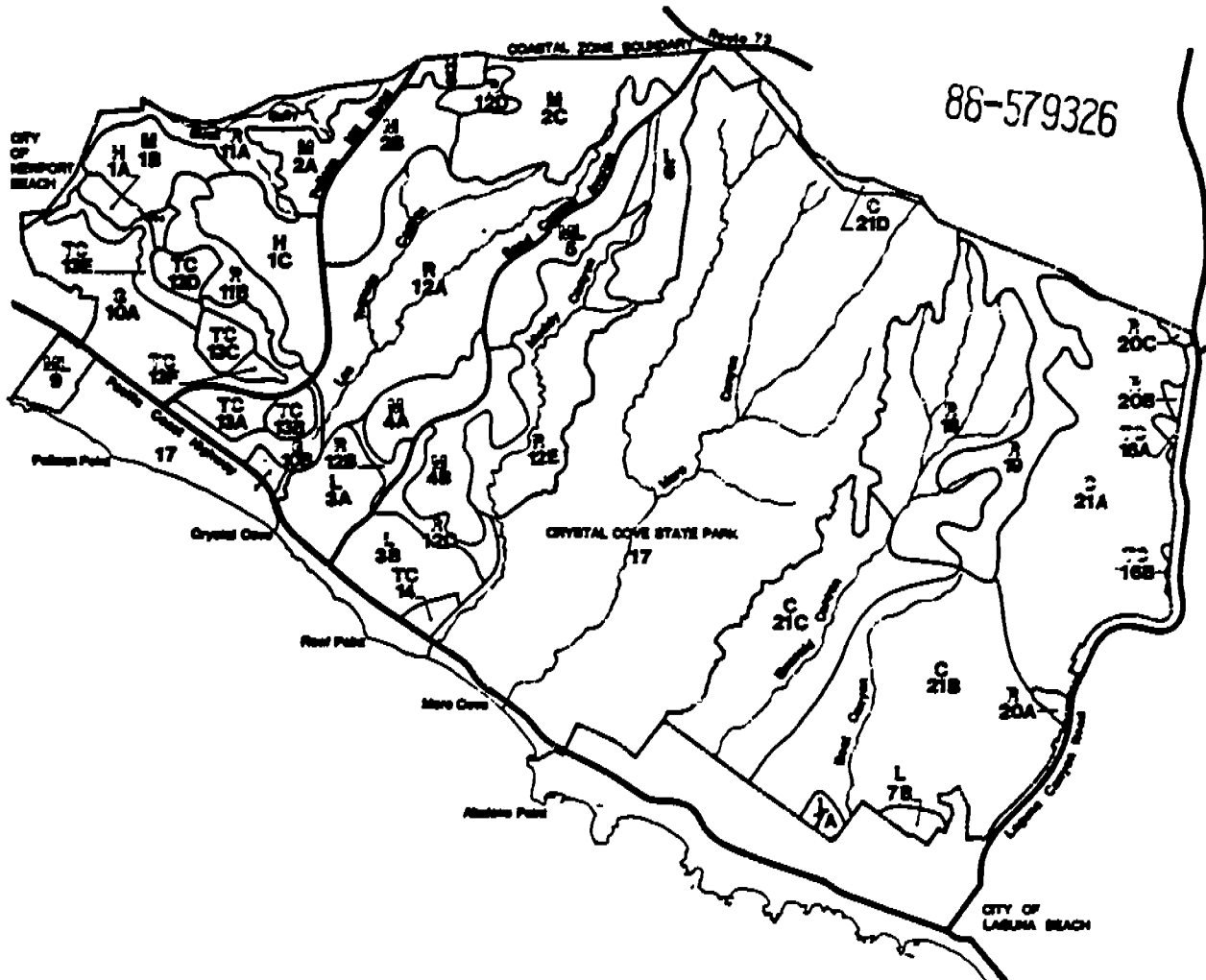
riding and hiking trails, and picnicking.

- 2) Where feasible, trails and roads will incorporate existing trails and roads.
- 3) Access roads will be limited to two lanes.
- 4) No more than 10 percent of the total land area will be developed with structures, pavements, or other impervious materials.
- 5) Recreation improvements will allow wildlife movement across portions of Moro and Emerald Ridges.

c. **Planning Areas PA 21A, PA 21B, PA 21C, and PA 21D**

- 1) Principal permitted use includes those uses which are of a passive recreational nature (such as viewpoints), of limited active recreational nature (such as riding and hiking trails), which are concerned with scientific study and interpretation, or involve public safety, facilities, and utilities.
- 2) Wildlife habitats will be preserved by controlling human access to Emerald and Moro Canyons.
- 3) Key areas of chaparral and coastal sage will be protected from human intrusion.
- 4) Stream courses in Emerald and Moro Canyons will be retained in a natural state or enhanced.
- 5) Significant riparian areas will be preserved as sources of shelter and water for wildlife.

- 6) Improvements will be compatible with the natural environment and will not damage landforms, vegetation, or wildlife to any significant degree.
- 7) All archaeological sites and paleontological sites will be preserved except sites impacted by public safety and/or utilities facilities.
- 8) Any buffer areas necessary for the protection of habitat are located within the Conservation category.
- 9) All existing trees will be preserved in Moro, Emerald, and Laguna Canyons except as required for new public trails, infrastructure, and/or roads.
- 10) Lands within 350 feet of Laguna Canyon Road and less than 30 percent slope may be used for trail heads, recreation staging areas, public utilities, drainage, flood and erosion control facilities, and other similar public uses. Development of these areas for such uses shall not constitute a significant effect on landform, vegetation, or wildlife for purposes of Policy 2, 3, and/or 4 above.
- 11) Landform alterations are allowed in the Conservation Area to the extent required to accommodate realignment, improvement, and/or widening of Laguna Canyon Road and associated improvements and the requirements of LCP Subsection I-4-E-20 for any such project.
- 12) Access roads are permitted and will be limited to two lanes or a total of 20 feet in width. Where possible, trails and roads will use existing trails and roads (i.e., for park operations, maintenance, and emergency access vehicles).



LAND USE PLAN - First Amendment

The Irvine Coast Local Coastal Program

LEGEND

	LOW DENSITY RESIDENTIAL (10-20)
	MEDIUM-LOW DENSITY RESIDENTIAL (2-3.5)
	MEDIUM DENSITY RESIDENTIAL (3.5-6.5)
	HIGH DENSITY RESIDENTIAL (6.5-18)
	GOLF COURSE
	TOURIST COMMERCIAL
	RECREATION
	CONSERVATION

TC LAND USE DESIGNATION
12B PLANNING AREA NUMBER

88-579326

LAND USE SUMMARY

<u>Type of Land Use</u>	<u>Planning Areas</u>	<u>Gross Acres (a)</u>
<u>RESIDENTIAL:</u>		
Low Density	3A,3B,6,7A,7B	526
Medium-Low Density	5,9	202
Medium Density	1B,2A,2B,2C,4A,4B	954
High Density	1A,1C,8	<u>240</u>
SUBTOTAL		1,922 ACRES
<u>COMMERCIAL:</u>		
Tourist Commercial	13A,13B,13C, 13D,13E,13F, 14,16A,16B	276 ACRES
<u>OPEN SPACE:</u>		
Golf Course	10A,10B	367
Recreation and Parks	11A,11B,12A,12B, 12C,12D,12E,17, 18,19,20A,20B,20C	4,878
Conservation (Regional Wilderness Park)	21A,21B,21C,21D	<u>1,989</u>
SUBTOTAL		7,234 ACRES
<u>TOTAL--ALL LAND USES</u>		<u>9,432 ACRES</u>

(a) All acreages are approximate and include roads and arterial highways.