

## **AGREEMENT REGARDING DEDICATION**

This AGREEMENT REGARDING DEDICATION (“Agreement”) is made and entered into as of \_\_\_\_\_, 2025, by and between MILAN REI X, LLC, a California limited liability (“Property Owner”), on the one hand, and the CITY OF ORANGE, a municipal corporation (“City”), on the other hand, with reference to the facts set forth in the Recitals below:

### **R E C I T A L S :**

A. Property Owner owns that certain real property located in the City of Orange, County of Orange, State of California, as more particularly described and depicted on Exhibit A attached hereto and made a part hereof (“Property”), which includes Parcel 1 of Parcel Map 2021-187 (“Parcel 1”) and Parcel 2 of Parcel Map 2021-187 (“Parcel 2”).

B. Parcel 1 will be developed with residential uses, while Parcel 2 is preserved as open space and a portion thereof preserved via a conservation easement as noted below.

C. Property Owner is required to grant a conservation easement (“Conservation Easement”) over a portion of Parcel 2 as described on Exhibit B and depicted on Exhibit B-1 attached hereto and incorporated by this reference (“Conservation Area”).

D. To facilitate the open space preservation of Parcel 2 and the grant of the Conservation Easement on a portion thereof, Property Owner intends to grant fee title to Parcel 2 to City, subject to acceptance by the City, as approved in City of Orange Resolution No. 11649.

E. Owner has negotiated the form of the Conservation Easement with Rivers & Lands Conservancy (“RLC”), which the City will grant following its acceptance of Parcel 2.

### **A G R E E M E N T:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Property Owner agree as follows:

1. Agreement. In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, Property Owner agrees to voluntarily grant and convey to City fee simple absolute title in to Parcel 2 pursuant to the Grant Deed attached hereto as Exhibit C (“Grant Deed”). Within ten (10) business days following the mutual execution of this Agreement, Property Owner shall deliver the original executed and notarized Grant Deed to Escrow Agent (defined below). City shall be responsible for reviewing title to Parcel 2 and any matters of record thereon and, to the extent necessary, working with Escrow Agent regarding any issues arising therefrom. Property Owner shall reasonably cooperate with City and Escrow Agent in connection with any title issues that arise as is reasonably necessary to facilitate City’s acceptance of the Grant Deed.

2. Conditions Precedent. The following conditions (“Conditions”) are for the benefit of Property Owner and City and must be met (or waived in writing by both parties) prior to the

recordation of the Grant Deed (with failure of such conditions being handled in accordance with Section 2(e) below):

(a) D.R. Horton Los Angeles Holding Company, Inc., a California corporation (“Builder”), shall have acquired fee title to Parcel 1 as contemplated by the Purchase Agreement (“Builder Acquisition”). Prior to or concurrently with such acquisition, Property Owner shall have conveyed to Builder (i) a permanent stormwater outlet easement onto Parcel 2 for the benefit of Parcel 1, and (ii) a temporary access easement to pass through Parcel 2 during development activities for the benefit of Parcel 1.

(b) City shall have executed an assumption agreement of the Land Conservation Monitoring and Management Agreement by and between Property Owner and Irvine Ranch Conservancy, a California nonprofit public benefit corporation dated as of August 1, 2023, as amended by that certain Land Conservation Monitoring and Management Agreement Amendment dated as of February 11, 2025 (as amended, “Land Conservation Agreement”), provided Builder shall be obligated to pay the fees for the Services (as defined in the Land Conservation Agreement) pursuant to Paragraph 3 of the Land Conservation Agreement.

(c) Builder shall have assumed or replaced the Fund Agreement for the Mabury Conservation Area Fund by and between Property Owner and the San Diego Foundation dated as of February 19, 2025 (“Fund Agreement”). For the avoidance of doubt, Builder, not the City, shall be obligated to pay any amounts for the endowment fund, as further described in the Fund Agreement.

(d) Builder and RLC shall have entered into an endowment management agreement to fund the long-term management of the Conservation Area (“Endowment Management Agreement”). For the avoidance of doubt, Builder, not the City, shall be obligated to pay (i) the Endowment Amount thereunder, and (ii) the Initial Financial Requirement thereunder, as defined and further described in the Endowment Management Agreement.

(e) If the foregoing conditions fail to occur on or before September 30, 2030 (“Outside Date”), then either party may elect to terminate this Agreement by written notice to the other party, in which event neither party shall have any further rights, obligations or liabilities under this Agreement.

3. City Acceptance. Upon satisfaction of the Conditions, and upon Builder’s deposit into an escrow account (“Escrow Account”) of the full amount of all required conservation, stewardship, monitoring, enforcement, and endowment funding pursuant to the Conservation Easement and the Endowment Management Agreement and segregated for that sole purpose (the “Escrowed Endowment Funds”), the City shall execute the Certificate of Acceptance attached to the Grant Deed (“Certificate of Acceptance”), and Escrow Agent shall submit the Grant Deed to be recorded in the Official Records of Orange County, California (“Official Records”) within five (5) days of its receipt of the signed Certificate of Acceptance from City. The Escrow Account shall be deemed fully prepaid upon Builder’s deposit for purposes of the City’s acceptance as evidenced by its execution of the Certificate of Acceptance, with release conditioned only upon completion of agency-required work and receipt of applicable agency sign-off, as set forth in separate escrow instructions. The City shall have no obligation to manage, disburse, enforce, or

otherwise administer the Escrowed Endowment Funds. Recordation fees and escrow fees shall be paid by Property Owner. City hereby approves of the form of Conservation Easement attached hereto as Exhibit D and agrees to be bound by the terms of such Conservation Easement, subject to (i) third-party revisions and (ii) Property Owner's reimbursement of City's out-of-pocket expenses incurred in connection with the review and approval of such third-party revisions. City hereby acknowledges and agrees to perform and be bound by the obligations of (i) the Long-Term Management Plan for the Mabury Tentative Tract Map No. 18163 dated as of September 2024 (the "Management Plan"), (ii) the Land Conservation Agreement, (iii) the Fund Agreement, and (iv) the Endowment Management Agreement.

4. Escrow Agent. The escrow agent shall be First American Title Company, 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Wendy Mendoza, Email: [wmendoza@firstam.com](mailto:wmendoza@firstam.com) ("Escrow Agent"). City and Property Owner shall execute any additional instructions as may be reasonably necessary by Escrow Agent to implement the terms of this Agreement.

5. Post-Closing Obligations. City hereby covenants and agrees to cause the following to be recorded in the Official Records following the Closing, to the extent the same have not yet been recorded:

- (a) The Conservation Easement.
- (b) A permanent access easement through Parcel 2 for the benefit of RLC and IRC.

6. Miscellaneous.

(a) Counterparts. This Agreement may be executed in multiple counterparts, including the transmission and execution of counterparts by electronic means without the need to exchange original signatures, each of which shall constitute an original, but all of which shall collectively constitute one Agreement.

(b) Authority. Each person signing this Agreement warrants and represents that he or she has the requisite authority and ability to enter into this Agreement and to bind the party on behalf of which such person is signing.

(c) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Orange, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings.

(d) Further Assurances. City and Property Owner shall perform any other reasonable acts and execute and deliver any and all other reasonable documents as may be reasonably necessary to carry out the purpose and intent of this Agreement.

[Signatures continue on the following page(s)]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first set forth above.

**SELLER:**

MILAN REI X, LLC,  
a California limited liability company

By: Tivoli Capital Inc.,  
a California corporation  
Its: Managing Member

By: \_\_\_\_\_  
Claus Dieckell  
Its: President

**CITY:**

CITY OF ORANGE,  
a municipal corporation

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Pamela Coleman, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nathalie Adourian, City Attorney ✓

[Signatures continue on the following page]

**AGREEMENT OF ESCROW AGENT:**

The undersigned hereby executes this Agreement to confirm its agreement to act as Escrow Agent in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned Escrow Agent has executed this Agreement as of  
\_\_\_\_\_, 20\_\_.

FIRST AMERICAN TITLE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

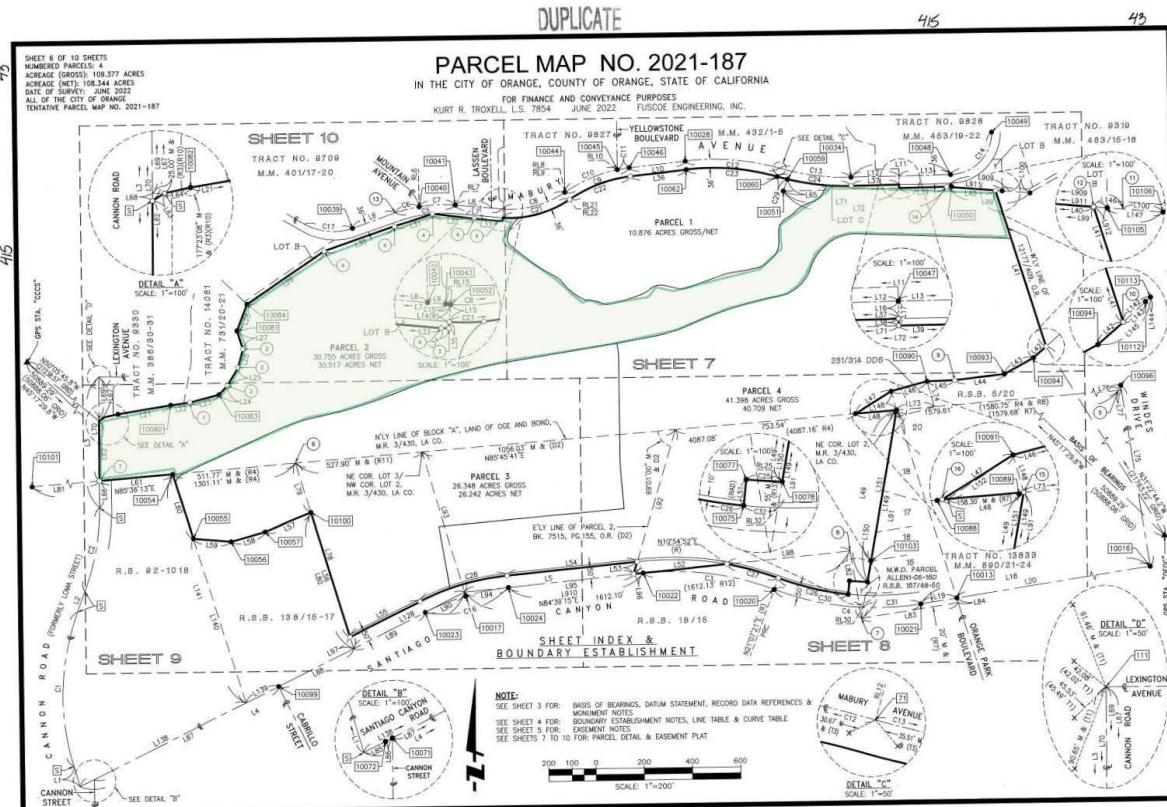
## EXHIBIT A

### LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

PARCEL 1 AND 2 OF PARCEL MAP NO. 2021-187, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 415, PAGES 38 THROUGH 47 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

PARCEL 2 IS DEPICTED IN GREEN BELOW:



**EXHIBIT B**

**LEGAL DESCRIPTION AND DEPICTION OF THE CONSERVATION AREA**

[see attached]

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

**Parcel 1**

In the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Commencing** at the westerly terminus of that certain course in the centerline of Mabury Avenue shown as "L10" being North 83°52'47" East 234.76 feet on said Parcel Map; thence South 26°32'41" West 574.14 feet to the **True Point of Beginning**; thence North 73°18'03" West 46.92 feet to a non-tangent curve concave northeasterly having a radius of 60.69 feet, a radial line to the beginning of said curve bears South 2°34'16" West; thence northwesterly 75.09 feet along said curve through a central angle of 70°53'16"; thence non-tangent from said curve North 1°01'13" West 22.12 feet; thence North 62°39'31" West 37.88 feet; thence South 56°32'12" West 68.84 feet to a curve concave northerly having a radius of 25.00 feet; thence westerly 39.27 feet along said curve through a central angle of 90°00'02"; thence North 33°27'46" West 12.58 feet; thence South 55°07'32" West 19.76 feet; thence South 24°50'27" West 29.98 feet to a non-tangent curve concave easterly having a radius of 189.12 feet, a radial line to the beginning of said curve bears North 84°23'30" West; thence southerly 81.32 feet along said curve through a central angle of 24°38'13"; thence non-tangent from said curve South 47°46'17" East 13.59 feet; thence North 61°11'30" East 12.40 feet; thence South 77°07'38" East 32.27 feet; thence South 49°23'52" East 8.29 feet; thence South 26°33'54" East 5.16 feet; thence South 77°27'00" East 3.54 feet; thence North 67°08'15" East 4.15 feet; thence North 44°09'35" East 2.34 feet to a non-tangent curve concave easterly having a radius of 23.90 feet, a radial line to the beginning of said curve bears North 47°11'56" West; thence southerly 22.92 feet along said curve through a central angle of 54°57'23" to a non-tangent curve concave northeasterly having a radius of 79.39 feet, a radial line to the beginning of said curve bears South 61°26'27" West; thence southeasterly 58.02 feet along said curve through a central angle of 41°52'33"; thence non-tangent from said curve North 86°16'07" East 41.43 feet; thence North 56°21'46" East 23.90 feet; thence South 52°00'57" East 21.51 feet; thence South 80°04'26" East 36.50 feet; thence South 69°40'36" East 25.88 feet; thence South 78°33'33" East 41.43 feet to a non-tangent curve concave southeasterly having a radius of 74.99 feet, a radial line to

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September 5, 2024  
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By: J. Kinnie  
Checked By: R. Wheeler

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

the beginning of said curve bears North 80°20'31" West; thence northeasterly 110.85 feet along said curve through a central angle of 84°41'31"; thence non-tangent from said curve North 18°51'49" East 2.69 feet; thence North 55°10'32" West 23.79 feet; thence North 52°07'29" West 40.99 feet; thence South 88°27'06" West 33.27 feet; thence North 51°20'23" West 28.78 feet; thence North 18°26'06" West 19.90 feet to the **True Point of Beginning**.

Containing an area of 1.048 acres, more or less.

**Parcel 2**

In the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Commencing** at the westerly terminus of that certain course in the centerline of Mabury Avenue shown as "L10" being North 83°52'47" East 234.76 feet on said Parcel Map; thence South 07°50'25" East 570.17 feet to the **True Point of Beginning**; thence North 82°52'29" East 21.74 feet; thence South 77°44'06" East 21.16 feet; thence North 66°15'02" East 27.03 feet to a non-tangent curve concave easterly having a radius of 25.60 feet, a radial line to the beginning of said curve bears South 66°16'00" West; thence northerly 23.56 feet along said curve through a central angle of 52°43'27"; thence non-tangent from said curve North 52°45'38" East 11.89 feet; thence North 62°11'11" East 11.89 feet to a non-tangent curve concave southerly having a radius of 22.54 feet, a radial line to the beginning of said curve bears North 22°04'57" West; thence easterly 11.68 feet along said curve through a central angle of 29°41'35"; thence non-tangent from said curve South 58°49'35" East 24.94 feet; thence South 71°57'24" East 13.55 feet; thence North 41°11'11" East 34.48 feet; thence East 23.37 feet; thence North 46°50'52" East 19.71 feet; thence North 73°08'29" East 30.99 feet; thence East 18.87 feet; thence North 74°28'33" East 16.79 feet; thence North 52°13'09" East 22.41 feet; thence South 45°58'30" East 7.23 feet; thence South 44°03'25" West 50.50 feet to a curve concave easterly having a radius of 3.00 feet; thence southerly 4.71 feet along said curve through a central angle of 90°00'00"; thence South 45°56'35" East 62.47 feet; thence South 50°00'21" West 10.23 feet; thence North 64°58'32" West 5.60

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Checked By: R. Wheeler*

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

feet to a non-tangent curve concave southerly having a radius of 45.22 feet, a radial line to the beginning of said curve bears North 3°32'03" East; thence westerly 17.40 feet along said curve through a central angle of 22°02'48"; thence non-tangent from said curve South 54°29'58" West 11.44 feet; thence South 75°59'53" West 35.97 feet; thence South 89°50'12" West 24.86 feet; thence South 5°40'33" East 14.69 feet; thence South 35°23'47" East 13.36 feet to a non-tangent curve concave westerly having a radius of 17.18 feet, a radial line to the beginning of said curve bears North 74°03'28" East; thence southerly 19.49 feet along said curve through a central angle of 64°59'59"; thence non-tangent from said curve South 82°08'34" West 31.60 feet; thence North 82°46'11" West 24.62 feet to a non-tangent curve concave northerly having a radius of 67.44 feet, a radial line to the beginning of said curve bears South 4°54'20" West; thence westerly 34.49 feet along said curve through a central angle of 29°18'12"; thence non-tangent from said curve South 80°32'15" West 25.68 feet; thence South 55°59'27" West 77.35 feet; thence South 50°45'08" West 46.26 feet; thence North 11°43'48" West 54.27 feet to a curve concave southwesterly having a radius of 75.00 feet; thence northwesterly 71.36 feet along said curve through a central angle of 54°31'03"; thence non-tangent from said curve North 83°39'58" East 29.84 feet; thence North 67°50'03" East 24.42 feet; thence North 72°03'13" East 19.69 feet to the **True Point of Beginning**.

Containing an area of 0.673 acres, more or less.

**Parcel 3**

In the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Commencing** at the westerly terminus of that certain course in the centerline of Mabury Avenue shown as "L10" being North 83°52'47" East 234.76 feet on said Parcel Map; thence South 61°01'42" East 771.80 feet to the **True Point of Beginning**; thence South 63°42'22" East 24.02 feet; thence South 18°20'44" East 20.91 feet; thence South 40°08'37" East 24.56 feet; thence South 39°13'01" West 14.93 feet; thence South 23°37'48" West 24.26 feet; thence South 36°01'36" West 18.89 feet; thence South

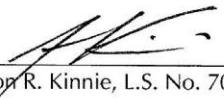
*Revised September 26, 2024*  
*September 5, 2024*  
*WO No. 2950-7*  
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*H&A Legal No. 10764*  
*By: J. Kinnie*  
*Checked By: R. Wheeler*

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

7°35'45" West 10.51 feet; thence South 38°02'50" West 20.28 feet; thence West 10.42 feet; thence South 57°14'20" West 17.21 feet; thence South 83°03'47" West 19.95 feet; thence North 46°46'37" West 12.05 feet; thence North 85°54'50" West 9.69 feet; thence South 51°34'49" West 8.93 feet; thence South 89°59'22" West 14.20 feet to a non-tangent curve concave southerly having a radius of 23.26 feet, a radial line to the beginning of said curve bears North 37°08'14" East; thence westerly 36.11 feet along said curve through a central angle of 88°57'10"; thence non-tangent from said curve North 87°27'20" West 31.28 feet; thence South 49°10'56" West 35.26 feet; thence North 45°56'35" West 126.00 feet to a non-tangent curve concave southerly having a radius of 396.90 feet, a radial line to the beginning of said curve bears North 11°50'50" West; thence easterly 37.57 feet along said curve through a central angle of 5°25'26" to a reverse curve concave northerly having a radius of 503.00 feet; thence easterly 21.48 feet along said curve through a central angle of 2°26'47"; thence non-tangent from said curve South 52°30'02" East 22.21 feet; thence South 86°25'28" East 14.41 feet; thence North 59°28'14" East 36.94 feet; thence North 74°55'54" East 35.00 feet; thence South 63°26'11" East 6.03 feet; thence North 49°45'52" East 15.31 feet; thence North 4°05'11" West 12.62 feet; thence North 5°11'40" East 10.61 feet; thence North 50°12'47" East 8.30 feet to a curve concave northwesterly having a radius of 88.00 feet; thence northeasterly 10.91 feet along said curve through a central angle of 7°06'20"; thence non-tangent from said curve North 64°39'13" East 14.83 feet; thence South 9°22'25" West 12.13 feet; thence North 76°06'38" East 12.93 feet; thence North 81°11'20" East 54.60 feet to the **True Point of Beginning**.

Containing an area of 0.581 acres, more or less.

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

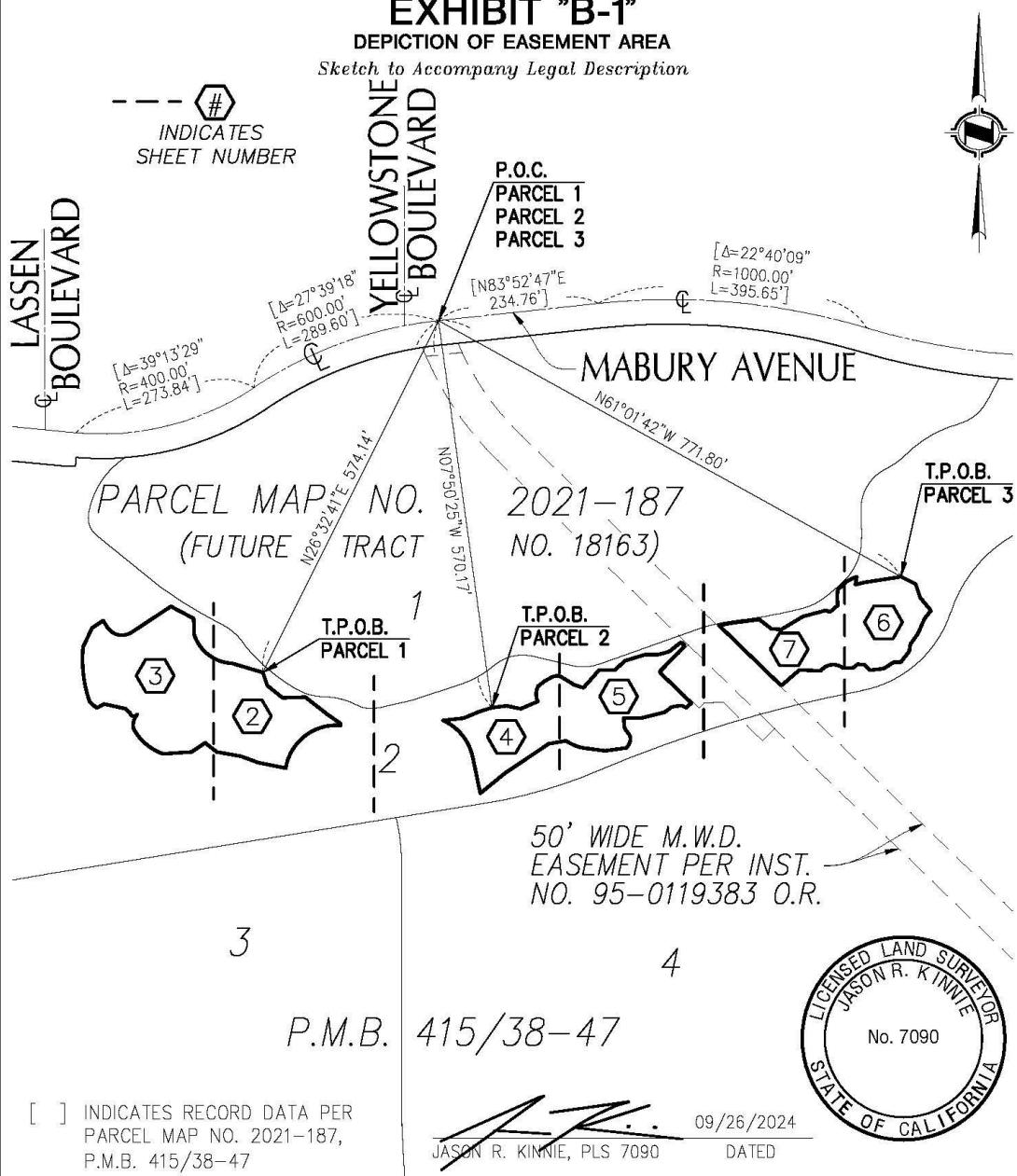
  
\_\_\_\_\_  
Jason R. Kinnie, L.S. No. 7090  
Date: 09-26-2024



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September 5, 2024  
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H&A Legal No. 10764  
By: J. Kinnie  
Checked By: R. Wheeler

**EXHIBIT "B-1"**  
**DEPICTION OF EASEMENT AREA**  
*Sketch to Accompany Legal Description*

--- #  
 INDICATES  
 SHEET NUMBER



<b>HUNSAKER &amp; ASSOCIATES</b> I R V I N E , I N C . PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-3010 • FX: (949) 583-0759				<b>EXHIBIT "B-1"</b> <b>DEPICTION OF EASEMENT AREA</b> <b>CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA</b>			
DATE: 09/05/24	REV. DATE: 09/26/24	.DWG By: J. KINNIE	CK'd By: R. WHEELER	SCALE: 1"=200'	W.O. 2950-7		
FILE: I:\Mabury22\LD\10764\SH701.dwg				H&A LEGAL No. 10764 SHEET 1 OF 7			

# EXHIBIT "B-1"

## DEPICTION OF EASEMENT AREA

*Sketch to Accompany Legal Description*

PARCEL MAP NO. 2021-187



P.O.C.  
PARCEL 1  
SEE SHEET 1

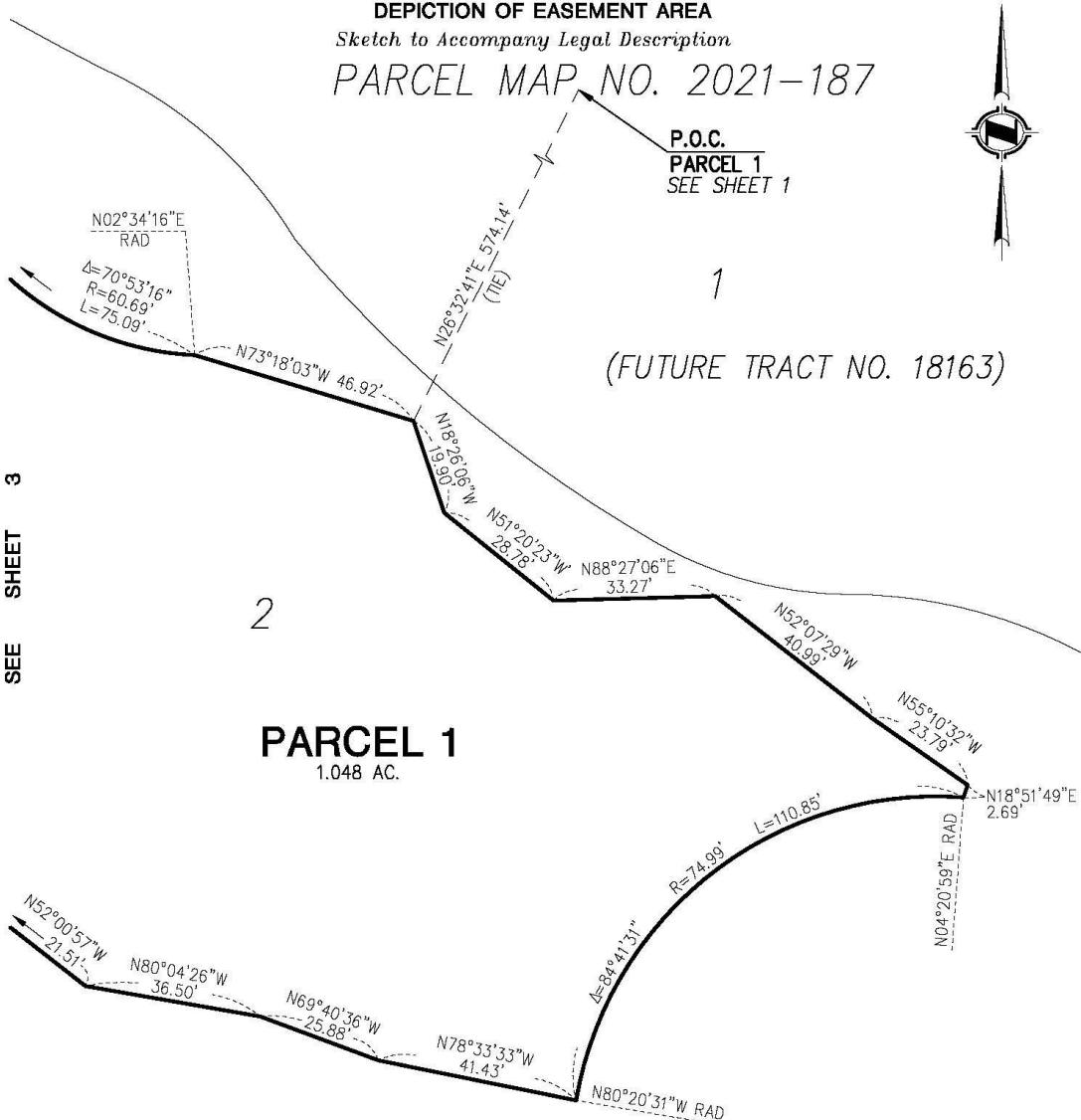
1

(FUTURE TRACT NO. 18163)

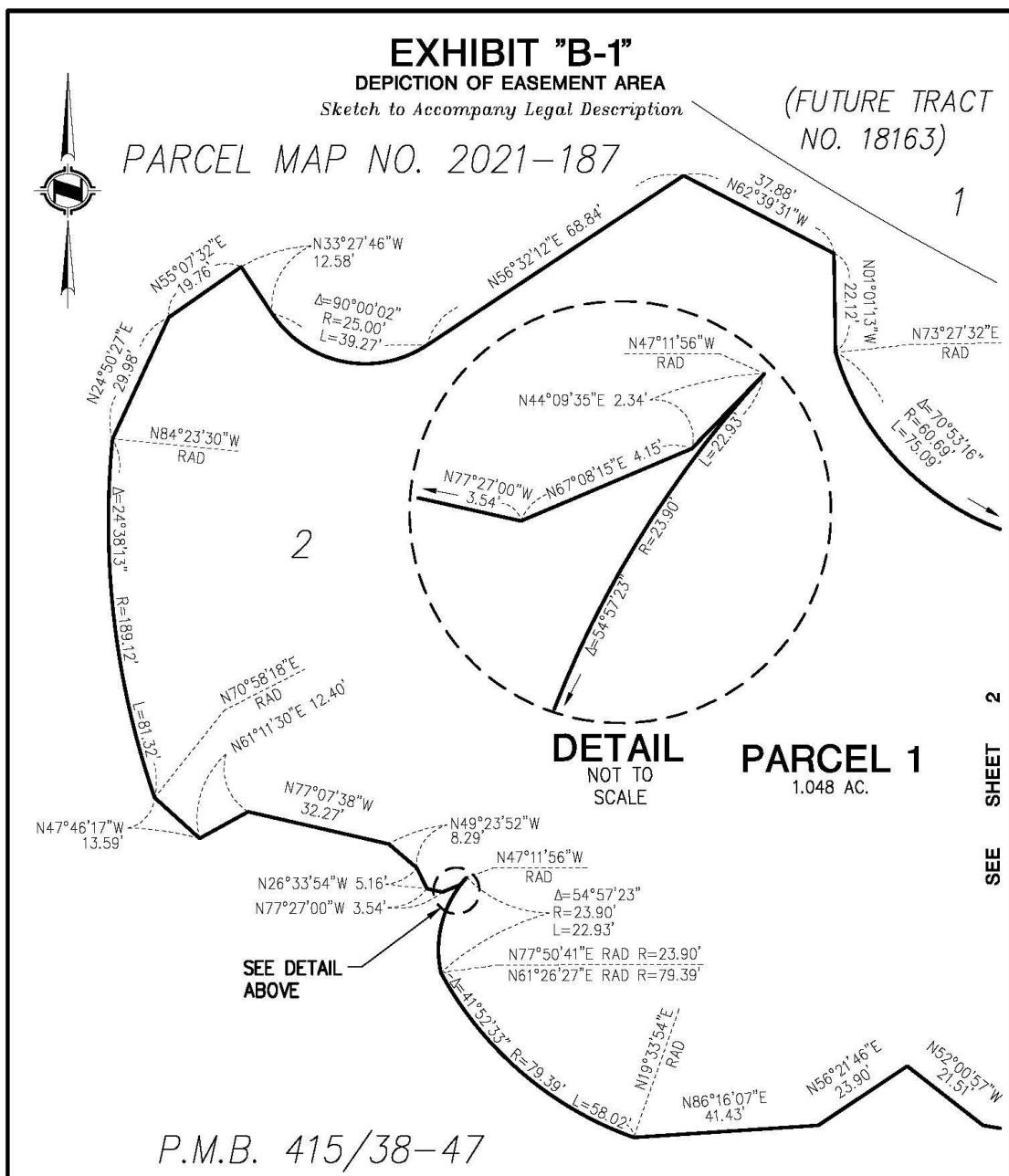
SEE SHEET 3

2

PARCEL 1  
1.048 AC.



<b>HUNSAKER &amp; ASSOCIATES</b> IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • Ph: (949) 583-1010 • Fx: (949) 583-0759			
<b>EXHIBIT "B-1"</b> <b>DEPICTION OF EASEMENT AREA</b> <b>CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA</b>			
DATE: 09/05/24	REV. DATE: 09/26/24	DWG. BY: J. KINNIE	CK'D BY: R. WHEELER
FILE: I:\Mobury22\LD\10764\SH702.dwg		SCALE: 1"=30' W.O. 2950-7	
			H&A LEGAL No. 10764 SHEET 2 OF 7



<b>HUNSAKER &amp; ASSOCIATES</b> IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • Ph: (949) 583-0100 • Fx: (949) 583-0759				<b>EXHIBIT "B-1"</b> <b>DEPICTION OF EASEMENT AREA</b> CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 09/05/24	REV. DATE: 09/26/24	DWG By: J. KINNIE	CK'd By: R. WHEELER	SCALE: 1"=40'	W.O. 2950-7		
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# EXHIBIT "B-1"

## DEPICTION OF EASEMENT AREA

Sketch to Accompany Legal Description

PARCEL MAP NO. 2021-187

1



(FUTURE TRACT  
NO. 18163)

P.O.C.  
PARCEL 2  
SEE SHEET 1

N22°04'57"W  
RAD  
N62°11'11"E 11.89'

N52°45'38"E 11.89'  
N61°00'33"W  
RAD

N66°15'02"E 27.03'  
N66°16'00"E  
RAD

Δ=52°43'27"  
R=25.60'  
L=23.55'

2

PARCEL 2

0.673 AC.

N34°12'32"E RAD

N80°32'15"E 25.68'

N55°59'27"E 77.35'

N11°43'45"W 54.27'

N50°45'08"E 46.26'

N23°45'09"E RAD  
Δ=34°31'03'  
R=75.00  
L=71.36

N72°05'13"E  
N77°44'06"W  
N82°52'29"E 21.74'  
N67°50'03"E 24.42'  
N83°39'58"E 29.84'

N50°45'08"E 46.26'  
N55°59'27"E 77.35'

N66°15'02"E 27.03'  
N66°16'00"E  
RAD

N52°45'38"E 11.89'  
N61°00'33"W  
RAD

N22°04'57"W  
RAD  
N62°11'11"E 11.89'

N07°36'38"E  
RAD  
N58°49'35"W  
24.94'  
L=11.68  
R=22.54'  
Δ=29°41'35"

N07°36'38"E  
RAD  
N58°49'35"W  
24.94'  
L=11.68  
R=22.54'  
Δ=29°41'35"

N07°36'38"E  
RAD  
N58°49'35"W  
24.94'  
L=11.68  
R=22.54'  
Δ=29°41'35"

4

P.M.B. 415/38-47



HUNSAKER & ASSOCIATES

IRVINE, INC.

PLANNING ■ ENGINEERING ■ SURVEYING

Three Hughes • Irvine, CA 92618 • Ph: (949) 583-1010 • Fx: (949) 583-0759

# EXHIBIT "B-1"

## DEPICTION OF EASEMENT AREA

CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA

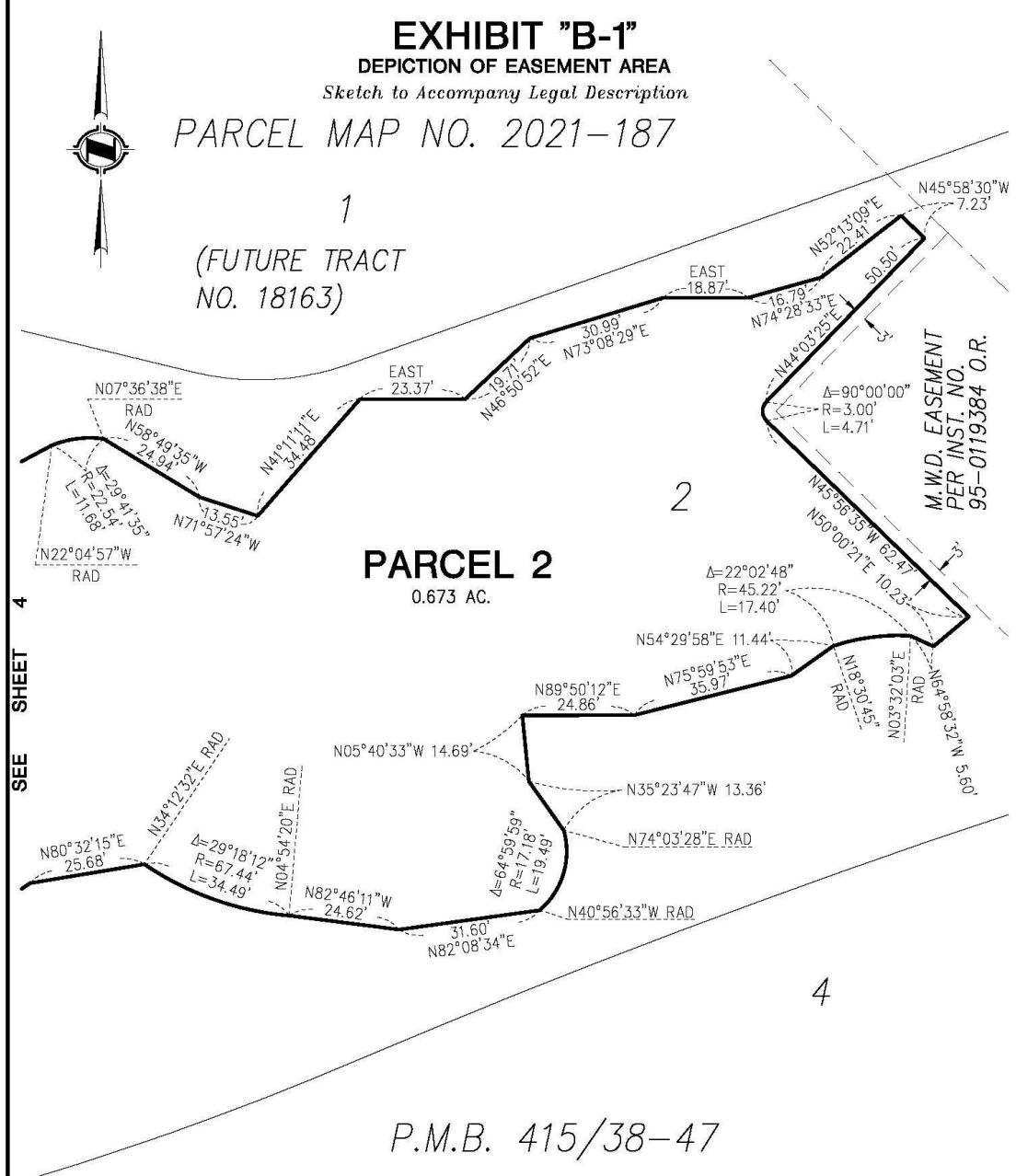
DATE: 09/05/24	REV. DATE: 09/26/24	DWG. By: J. KINNIE	CK'd By: R. WHEELER	SCALE: 1"=30'	W.O. 2950-7
FILE: I:\Mobury22\LD\10764\SH704.dwg				H&A LEGAL No. 10764	SHEET 4 OF 7

# EXHIBIT "B-1"

## DEPICTION OF EASEMENT AREA

Sketch to Accompany Legal Description

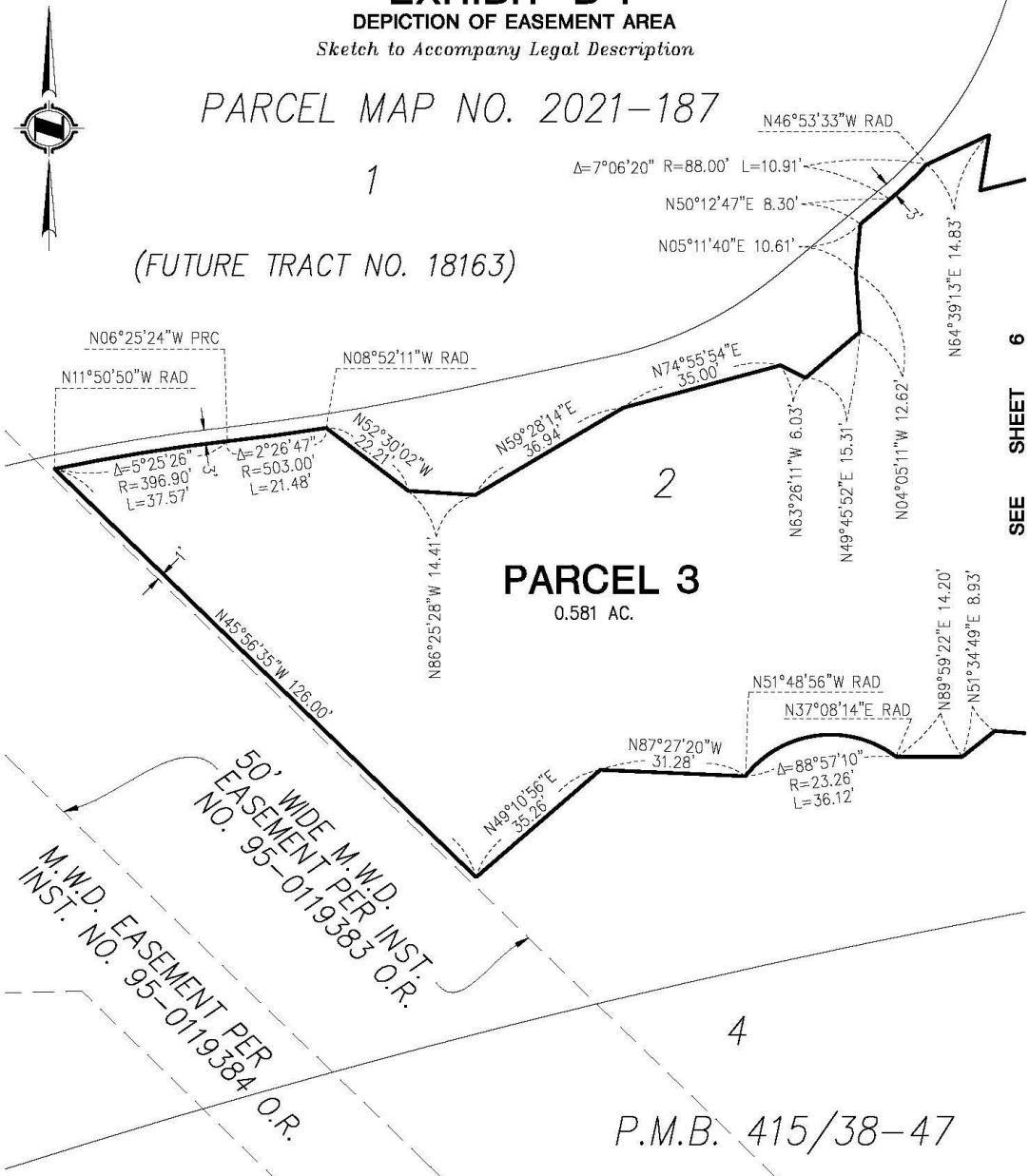
PARCEL MAP NO. 2021-187





**EXHIBIT "B-1"**  
**DEPICTION OF EASEMENT AREA**  
*Sketch to Accompany Legal Description*

**PARCEL MAP NO. 2021-187**



 <b>HUNSAKER &amp; ASSOCIATES</b> IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • Ph: (949) 583-0100 • Fx: (949) 583-0759		
<b>EXHIBIT "B-1"</b> <b>DEPICTION OF EASEMENT AREA</b> CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA		
DATE: 09/05/24	REV. DATE: 09/26/24	DWG. BY: J. KINNIE
CK'd BY: R. WHEELER		SCALE: 1"=30' W.O. 2950-7

FILE: I:\Mobury22\LD\10764\SH707.dwg

H&A LEGAL No. 10764 SHEET 7 OF 7

**EXHIBIT C**

**GRANT DEED/  
CERTIFICATE OF ACCEPTANCE**

[See Attached]

Recording Requested by:

City Clerk of the City of Orange

WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF ORANGE  
300 E. CHAPMAN AVENUE  
ORANGE, CA 92866

EXEMPT-GOVERNMENT AGENCY  
(Government Code §§6103 & 27383)

By: \_\_\_\_\_  
City Clerk, City of Orange

(Space Above Line For Recorder's Use Only)

## GRANT DEED

DOCUMENTARY TRANSFER TAX:

Exempt pursuant to Revenue and Taxation Code Section 11922

City Deed # \_\_\_\_\_  
APN # \_\_\_\_\_  
File # \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MILAN REI X, LLC, a California limited liability ("Grantor") HEREBY GRANTS to the CITY OF ORANGE, a municipal corporation ("Grantee") all that real property situated in the County of Orange, State of California, described as follows (the "Property"):

SEE EXHIBIT A ATTACHED HERETO.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

MILAN REI X, LLC,  
a California limited liability company

By: Tivoli Capital Inc.,  
a California corporation  
Its: Managing Member

By: \_\_\_\_\_  
Claus Dieckell  
Its: President

[Signature(s) continue on the following page]

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature\_\_\_\_\_

(Seal)

**CERTIFICATE OF ACCEPTANCE**  
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed under the foregoing Grant Deed from MILAN REI X, LLC, a California limited liability to the CITY OF ORANGE, a municipal corporation, is hereby accepted by the \_\_\_\_\_ on behalf of the City of Orange ("Grantee") pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the City Council of the City of Orange adopted on \_\_\_\_\_ and the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF ORANGE,  
a municipal corporation and charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature\_\_\_\_\_

(Seal)

**EXHIBIT A**

**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 2021-187, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 415, PAGES 38 THROUGH 47 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

**EXHIBIT D**  
**FORM OF CONSERVATION EASEMENT**

[to be attached]

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
Rivers & Lands Conservancy )  
c/o J. Matthew Wilcox, Esq. )  
Fennemore, LLP )  
550 East Hospitality Lane, Suite 350 )  
San Bernardino, CA 92408 )  
 )  
 )  
WITH COPY TO: )  
 )  
State of California )  
Department of Fish and Wildlife )  
Habitat Conservation Planning Branch )  
Post Office Box 944209 )  
Sacramento, CA 94244-2090 )

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Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT DEED**  
**(Including Third-Party Beneficiary)**

THIS CONSERVATION EASEMENT DEED (“Conservation Easement”) is made as of \_\_\_\_\_, 2025 by the CITY OF ORANGE (“Grantor”), in favor of RIVERS & LANDS CONSERVANCY, a California nonprofit corporation (“Grantee”), with reference to the following facts:

**R E C I T A L S**

A. Grantor is the sole owner in fee simple of certain real property containing approximately 30.755 acres of land, located in the County of Orange, State of California, designated as portions of Assessor's Parcel Numbers 370-141-19, 370-041-12, 370-011-08, 370-011-18, 093-280-30, 370-213-01 and 370-011-21 (“Property”). The Property is legally described and depicted in Exhibit A attached to this Conservation Easement and incorporated in it by this reference. Grantor intends to grant a conservation easement over an approximately 2.3 acre portion of the Property (“Easement Area”). The Easement Area is legally described and depicted in Exhibit B attached to this Conservation Easement and incorporated in it by this reference.

B. The Easement Area is in an unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee, the California Department of Fish and Wildlife (“CDFW”), and the people of the State of California. The Easement Area conserves existing and restored riparian habitat which provides important functions benefitting a variety of wildlife species, including the state and federally endangered least Bell's vireo (*Vireo bellii pusillus*). Individually and collectively, these wildlife and habitat values comprise the “Conservation Values” of the Easement Area.

C. Grantee is authorized to hold conservation easements pursuant to Civil Code section 815.3. Specifically, Grantee is a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California which has as its primary purpose the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

D. The Easement Area provides, among other things, compensatory mitigation for unavoidable impacts associated with the Mabury Tentative Tract Map No. 18163 project (“Project”) pursuant to requirements of the following State and Federal approvals (collectively, “Agency Approvals”): (1) Biological Opinion (FWS-OR-22-0029849-S7-F), issued by the United States Fish and Wildlife Service (“USFWS”), in consultation with the United States Army Corps of Engineers, (2) California Endangered Species Act (CESA) Consistency Determination (No. 2080-2022-018-05), which was issued by CDFW, and (3) the Long-Term Management Plan (“LTMP”) prepared by ESA dated September, 2024 (“LTMP”). USFWS and Department are sometimes referred to herein as an “Agency” and collectively the Agencies”.

E. USFWS is an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act (ESA), 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

F. CDFW has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code section 815.3, Fish and Game Code section 1348, and other provisions of California law.

## **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area.

1. Purposes. The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, or enhanced condition (“Natural Condition”) and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats. The term “Natural Condition” shall mean the condition of the Easement Area, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Easement Area that occur directly as a result of: (i) activities described herein; and (ii) changes occurring over time not caused by a violation of this Conservation Easement. If a controversy arises with respect to the present Natural Condition of the Easement Area, Grantor,

Grantee, or the Agencies shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

2. Grantee's Rights and Duties.

(a) To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to CDFW as a third-party beneficiary of this Conservation Easement:

(i) To preserve and protect the Conservation Values of the Easement Area;

(ii) To enter the Property at reasonable times in order to access the Easement Area to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees and CDFW or its designees, provided that neither Grantee nor CDFW shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(iii) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(iv) Subject to the Mineral Rights Reservation (as defined in Section 22 (m), to require that all mineral, air and water rights as Grantee or CDFW deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

(v) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, the Property, nor any other property adjacent or otherwise.

(b) In carrying out its duties under this Conservation Easement, Grantee, its successors and assigns shall:

(i) Prior to the execution of this Conservation Easement, Grantee has prepared baseline survey and report documenting the existing condition of the Easement Area ("Baseline Report"). Such Baseline Report documents the Conservation Values, public benefits, and conditions that relate to this Conservation Easement's restrictions and reserved rights, including written descriptions along with related maps and photographs. Prior to the execution of this Conservation Easement, the Baseline Report shall be signed and dated by Grantee and submitted to Grantor for review and dated signature, indicating that both Grantee and Grantor attest to the accuracy of the information contained in the Baseline Report;

(ii) Perform at least a semi-annual compliance inspection of the Easement Area to document site conditions and to identify any activity or use that is inconsistent with the purpose of this Conservation Easement or which may compromise Conservation Values, including the presence of non-native plants, pests, trespassers or other prohibited activities (“Field Survey”). During such semi-annual Field Survey, Grantee will document existing site conditions, document changes in site conditions and uses prohibited under the Conservation Easement, visit photo points and take photos, and arrange for corrective actions, as necessary. Grantee shall retain relevant documents relating to such semi-annual Field Surveys, notify Grantor within one (1) week of any such Field Survey of any conditions that require corrective measures, and will arrange for follow-up surveys to be conducted, as needed, to review and address management issues; and

(iii) Prepare an annual report documenting the results of the semi-annual Field Survey (“Annual Report”). Such Annual Report will summarize activities undertaken during the preceding year, including the semi-annual Field Survey, and contacts with the fee owner of the Easement Area. Such Annual Report will describe the conditions of the Easement Area, describe changes in site conditions, identify any problems or management issues, and describe uses prohibited under the Conservation Easement. It will include photos, maps and other relevant exhibits. The Annual Report will include the annual Land Management Report provided by Grantor, as an appendix. Grantee will provide a copy of the Annual Report to Grantor, and to the Agencies. Grantee shall store materials including field notes, photos, photo location maps, and maps of site conditions.

(c) Concurrently with the execution of this Conservation Easement, Grantee shall be paid: (i) certain funds for Grantee’s costs, and the costs of Grantee’s obligations hereunder for the first three (3) years (“Initial Financial Requirement”), and (ii) a non-wasting endowment (“Endowment”), for the Grantee’s obligations hereunder, in perpetuity. The Initial Financial Requirement and Endowment shall be paid pursuant to a separate Endowment Agreement between [DR HORTON] and Grantee, of even date herewith. Notwithstanding anything to the contrary contained herein, Grantee shall have no obligation to expend any monies other than the interest, gains, or other earnings, addition and appreciation, accrued on the Endowment funds, to satisfy its obligation under this Conservation Easement. Grantee shall not be liable to Grantor or to any other person for losses arising out of the investment of the Endowment, or if Grantee is unable to undertake certain obligations hereunder as a result of the lack of funding.

3. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, and subject to Grantor’s Reserved Rights as provided in Section 5, the following uses and activities by Grantor, Grantor’s agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

- (c) Agricultural activity of any kind;
- (d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;
- (e) Commercial, industrial, institutional, or residential structures or uses;
- (f) Any legal or de facto division, subdivision or partitioning of the Easement Area, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);
- (g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;
- (h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- (i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any such purpose;
- (k) Altering the surface or general topography of the Easement Area, including building roads or trails, or paving or otherwise covering any portion of the Easement Area;
- (l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law and in conformance with a management plan approved by Grantee and CDFW for (1) maintenance of existing foot trails or roads, or (2) prevention or treatment of disease;
- (m) Removing, disturbing, altering, destroying, or cutting trees, shrubs, or other vegetation, beyond that which is reasonably required by applicable law, the fire department, or to provide for fire suppression;
- (n) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;
- (o) Without the prior written consent of Grantee and CDFW, which Grantee and CDFW each may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3)

rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area;

(p) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the activity or use in question.

4. Grantor's Duties. Grantor, its successors and assigns shall be responsible for the following, in coordination with Grantee:

(a) Grantor shall provide written notice to Grantee following the issuance of final approvals from the Agencies confirming that all obligations of the Agency Approvals have been completed ("Agency Sign Off Notice"). Such Agency Sign Off Notice shall be sent to Grantee via certified mail, and shall indicate in bold conspicuous type "Agency Sign Off Notice". The Agency Sign Off Notice shall not be given until all Agencies have provided final sign off and approval for all Agency Approvals

(b) Undertake all reasonable actions to prevent the unlawful entry and trespass onto the Easement Area using all reasonable methods available to Grantor including City code enforcement, and local law enforcement;

(c) Maintenance of access control measures to prevent unlawful entry onto the Easement Area, together with signage indicating "Protected Area", "No Trespassing", and similar signage to prevent trespassing;

(d) Notify Grantee at least twenty (20) days in advance of any of the following activities on the Easement Area: (i) any scheduled action and necessary infrastructure maintenance, and (ii) any habitat enhancement and restoration work on the Easement Area;

(e) Notify Grantee of any occurrence of trespass, disturbance, or alteration of the Easement Area, which notice shall include a description of the actions Grantor contemplates to address such trespass, disturbance and/or alteration;

(f) Within thirty (30) days of a trespass, disturbance or alteration of the Easement Area, undertake corrective and remediation measures to restore the Easement Area, and to prevent future trespass, disturbance and alteration of the Easement Area;

(g) Undertake all land management responsibilities of the owner of the Easement Area, including all responsibilities of the "Land Manager" pursuant to the LTMP ("Land Manager"). Grantor acknowledges and agrees that: (i) Grantor is responsible for all obligations of the Land Manager, notwithstanding that Grantor may contract with another entity to undertake all, or any portion of, such obligations, and (ii) Grantee is not the Land Manager, and nothing contained herein shall be construed to obligate Grantee to undertake any obligations of the Land Manager;

(h) Undertake all reasonable protections designated by Grantee to ensure the protection of the Easement Area, and the Conservation Values, as may be designated by Grantee

in the exercise of its commercially reasonable discretion;

(i) Cooperate with Grantee, its successors or assigns in the protection of the Conservation Values;

(j) In connection with any entry onto the Easement Area, whether pursuant to this Section 4, or pursuant to the Reserved Rights below, limit Grantor's access to the smallest area possible and, if directed by Grantee, retain a Biological Monitor (as hereinafter defined), to oversee Grantor's entry onto the Easement Area;

(k) Grantor shall undertake all necessary actions to perfect the rights of Grantee and CDFW under Section 2 of this Conservation Easement; and

5. Reserved Rights. Grantor reserves all rights accruing from its ownership of the Easement Area, that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

(a) Reasonable access through the Easement Area and Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement. In addition, during the construction of the Project, Grantor shall have the right to provide ingress and egress over that certain portion of the Easement Area depicted on Exhibit "C", attached hereto and incorporated herein by reference ("Construction Access Area"). For purposes of using the Construction Access Area, the Project will require the installation of a temporary culvert (e.g. a large pipe), and a temporary bridge over the culvert. Upon completion of construction, the temporary construction access bridge and historic fill, as well as any other improvements placed in the Construction Access Area, shall be removed and the Construction Access Area shall be restored to open water and riparian habitat, as required by the Project's Compensatory Mitigation Plan (Revised) prepared by ESA, and dated July 2021.

(b) Creation and enhancement of native plant communities, including the right to plant native trees and shrubs, for purposes of preventing erosion and reestablishing native vegetation, or to revegetate areas that may be damaged (whether by permitted activities, by severe weather or fire, or by the acts of persons wrongfully damaging the Natural Condition of the Easement Area). Prior to any habitat enhancement activities, Grantor shall have a Biological Monitor (as hereinafter defined) submit detailed plans to Grantee and to the Agencies for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements. The term "Biological Monitor" shall mean a qualified third party consultant approved by Grantee, with successful habitat restoration experience and knowledge of resources in the County in which the Property is located, and expertise in the field of biology or a related field.

(c) Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species; provided that any such activities shall be undertaken only after obtaining Grantee's approval, based upon detailed plans submitted to Grantee. Vegetation, debris, and exotic plant species removal shall not be in direct

or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, and to perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire.

(e) The application of pesticides as may be mandated by applicable pest control programs of the local jurisdictions. Detailed plans for the implementation of pest control activities, other than the standard application of pesticides, shall be submitted to the Agencies and Grantee, for review and approval. Pesticide activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

6. Grantee's Remedies.

(a) CDFW and USFWS, as a third party beneficiaries of this Conservation Easement, shall have the same rights and remedies as Grantee under this Section 6. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to CDFW (or, if CDFW gives a Notice of Violation it shall also give a copy of the notice to Grantee). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within fifteen (15) days after receipt of the Notice of Violation, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Grantor shall bear all costs incurred by Grantee or CDFW, where it is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

In the event that Grantee is the Party exercising its right to enforce the terms of this Conservation Easement, in addition to the Enforcement Costs, Grantor shall also reimburse Grantee for all of Grantee's staff time, based upon its standard hourly rate at the time of such violation (collectively with the Enforcement Costs, "Grantee's Costs"). In the event that Grantor fails to pay Grantee's Costs to Grantor within thirty (30) days of a demand by Grantee, Grantee's Costs shall thereafter bear interest at the greater of: (a) the Prime Rate as published by Bank of America, plus 2%, or (b) the maximum amount allowed pursuant to California law.

At Grantee's election, Grantee shall have the option to require that Grantor advance Grantee's Costs to Grantee. Grantee shall exercise such right by notice to Grantor, together with an estimate of Grantee's Costs ("Advanced Amount"). Grantor shall pay the Advanced Amount to Grantee, within thirty (30) days of the receipt of a demand from Grantee. Grantee shall deposit such Advanced Amount into a separate bank account, and shall have the right to draw down and pay itself from the Advance Amount, as Grantee's Costs are incurred. In the event that Grantee's Costs exceed the Advanced Amount, Grantor shall pay the balance to Grantee, within thirty (30) days of a demand. If the event that the actual Grantee's Costs are less than the Advanced Amount, Grantee shall reimburse Grantor for any sum remaining following the completion of such enforcement action. Payment of the Advanced Amount shall not be construed to limit Grantor's obligations hereunder to pay all of Grantee's Costs.

8. Discretion of Grantee and CDFW. Enforcement of the terms of this Conservation Easement by Grantee or CDFW shall be at the discretion of the enforcing party, and any forbearance by Grantee or CDFW to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or CDFW of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee or CDFW under this

Conservation Easement. No delay or omission by Grantee or CDFW in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or CDFW to bring any action against Grantor for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Grantee or its employees or CDFW or its employees.

10. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Agency Approvals.

11. Reversion. If the Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the LTMP then, pursuant to California Government Code Section 65967(e), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to California Civil Code Section 815.3 and Government Code Section 65967 (and any successor or other provision(s) then applicable) and approved by the Agencies.

12. Access. This Conservation Easement does not convey a general right of access to the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the Easement Area. Grantor agrees that neither Grantee nor CDFW shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and CDFW with satisfactory evidence of payment upon request. Grantor shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property, including the Easement Area.

15. Hold Harmless. Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a “Grantee Indemnified Party” and, collectively, “Grantee’s Indemnified Parties”) and CDFW and its directors, officers, employees, agents, contractors and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a “CDFW Indemnified Party” and, collectively, “CDFW’s Indemnified Parties”) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys’ fees and experts’ fees), causes of action, claims, demands, orders, liens or judgments (each a “Claim” and, collectively, “Claims”), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable (a) to Grantee’s Indemnified Parties with respect to any Claim due solely to the negligence of Grantee and (b) to CDFW’s Indemnified Parties with respect to any Claim due solely to the negligence of CDFW; (2) the obligations specified in Sections 4, 13, and 14, and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the CDFW’s Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

16. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. The Parties agree that any proceeds from the extinguishment shall be used for the purchase of property (including conservation easements) that replaces the natural resource characteristics this Conservation Easement was intended to protect and conserve, or as near as reasonably feasible. The selection of replacement property shall be subject to Agencies prior, written approval. A replacement conservation easement shall be granted in favor of an entity acceptable to the Agencies, and meeting the requirements of Civil Code section 815.1 et seq. and Government Code section 65967 (and any successor or other provision(s) then applicable), and containing the same protections and purposes embodied in this Conservation Easement.

17. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is “property appropriated to public use,” as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).]

18. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization authorized to acquire and hold

conservation easements pursuant to Civil Code section 815.3 and Government Code section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and CDFW of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or CDFW shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor, Grantee, or CDFW to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. In the event that Grantee elects to transfer the Easement Area, Grantor shall transfer all of the Easement Area (in no event shall Grantor transfer only a portion of the Easement Areas, which includes the underlying fee property). From and after the date of any transfer of the Easement Area by Grantor, and each transfer thereafter: (i) the transferee shall be deemed to have assumed all of the obligations of Grantor, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein, and (iii) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

20. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: City of Orange  
300 E. Chapman Avenue  
Orange, CA 92886-1591  
Attn: Director of Public Works

To Grantee: Rivers & Lands Conservancy  
Attn: Executive Director  
6876 Indiana Avenue  
Suite J-2  
Riverside, California 92506

To CDFW: Department of Fish and Wildlife  
[Name of Region]  
[Region's address]  
[Region's City, State Zip]  
Attn: Regional Manager

To USFWS: United States Fish and Wildlife Service  
Carlsbad Fish and Wildlife Office

2177 Salk Ave., Suite 250  
Carlsbad, CA 92008  
Attn: Field Supervisor

or to such other address as Grantor, Grantee, or CDFW shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

21. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of CDFW. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located.

22. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 21.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants to Grantee and CDFW that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. All references to "Property in this Section 22 (i) include, but are not limited to, the Easement Area.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties and the CDFW's Indemnified Parties (each as defined in Section 15) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that (A) this indemnification shall be inapplicable to the Grantee's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by Grantee and (B) this indemnification shall be inapplicable to the CDFW's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by CDFW. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or CDFW any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFW that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and CDFW.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee and CDFW. Grantee or CDFW may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Easement Area. This section shall not limit the provisions of Sections 2(a)(iv) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement

and complies with Section 19. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and CDFW.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and Grantee or CDFW may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

(m) Grantor's Representations. To the best of the Grantor's knowledge, Grantor represents and warrants that there are no structures or improvements existing on the Easement Area as of the date hereof. Grantor further represents and warrants that there are no other previously granted easements existing on the Easement Area that interfere or conflict with the Purpose of this Conservation Easement. Grantor has delivered evidence of the present Natural Condition to the Agencies consisting of (1) a color aerial photograph of the Easement Area at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Easement Area boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Area.

Notwithstanding the foregoing, Grantee acknowledges that certain of the mineral, oil and gas rights ("Mineral Rights Reservation") have been severed from the Property. Grantor has provided Grantee a Mineral Remoteness Evaluation Report dated June 2025, and prepared by Ganey Science ("Mineral Report"), which has made the finding that the likelihood of any party exercising any rights pursuant to a Mineral Rights Reservation in the Property is remote and characterized as negligible. Grantee represents to Grantee that, to Grantor's knowledge, the Mineral Report accurately characterizes the rights and obligations of any person relative to such Mineral Rights Reservation.

(n) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description and Map of Property  
EXHIBIT B – Legal Description and Map of Easement Area  
EXHIBIT C – Construction Access Area

**IN WITNESS WHEREOF** Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**[NOTE: ATTACH EXHIBITS AND FORM OF NOTARY ACKNOWLEDGMENT]**