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City Manager
The City of Tustin
300 Centennial Way
Tustin, California 92780

Fee Exempt Per Government Code Section 6103

**AMENDMENT NO. 1
TO
DEVELOPMENT AGREEMENT
AND
AMENDED AND RESTATED AGREEMENT
between
THE CITY OF TUSTIN
and
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
for
CONVEYANCE OF A PORTION OF MCAS TUSTIN
and
THE ESTABLISHMENT OF AN ADVANCED TECHNOLOGY
EDUCATIONAL CAMPUS**

The original Development Agreement and Amended and Restated Agreement between The City of Tustin and The South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and The Establishment of an Advanced Technology Educational Campus (dated for identification purposes on May 22, 2013) recorded on May 23, 2013 in the Official Records of Orange County, California as Instrument No. 2013000312295.

**RECORDED JULY 9, 2014 AS INSTRUMENT NO. 2014000272537
OFFICIAL RECORDS OF THE COUNTY OF ORANGE, CALIFORNIA**

THIS DOCUMENT IS BEING RE-RECORDED TO REPLACE PAGE 5 OF EXHIBIT "C" TO INCLUDE THE ENGINEER'S SIGNATURE AND SEAL ON THE LEGAL DESCRIPTION AND TO REPLACE PAGE 4 OF EXHIBIT "D" TO INCLUDE THE ENGINEER'S SIGNATURE AND SEAL ON THE LEGAL DESCRIPTION. IN ALL OTHER RESPECTS THE DOCUMENT REMAINS THE SAME.

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EXHIBITS

<u>Designation</u>	<u>Description</u>	<u>Section Reference</u>
A	Legal Description of Valencia Parcel	Section 1.2.1
B	Legal Description of Strip Parcel	Section 1.2.1
C	SOCCCD Property on Amendment Effective Date	Section 6.1
D	SOCCCD Property after County Exchange	Section 6.2
E	Revised LUAP	Section 7

AMENDMENT NO. 1
TO
DEVELOPMENT AGREEMENT
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AMENDED AND RESTATED AGREEMENT
between
THE CITY OF TUSTIN
and
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for
CONVEYANCE OF A PORTION OF MCAS TUSTIN
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THE ESTABLISHMENT
of
AN ADVANCED TECHNOLOGY EDUCATIONAL CAMPUS

THIS AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT AND AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF TUSTIN AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FOR CONVEYANCE OF A PORTION OF MCAS, TUSTIN AND THE ESTABLISHMENT OF AN ADVANCED TECHNOLOGY EDUCATIONAL CAMPUS (this “**Amendment**”) is dated for identification purposes this 8th day of July, 2014 (the “**Amendment Identification Date**”), is entered into by and between the **CITY OF TUSTIN** (“**City**”), a municipal corporation organized under the laws of the State of California, acting in its capacity as the Local Redevelopment Authority for the disposition and conveyance of portions of the former Marine Corps Air Station Tustin, California, and the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** (“**SOCCCD**”), a public agency, and amends that certain Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus dated May 22, 2013 (the “**Pre-Existing Agreement**”). This Amendment shall be recorded in the Official Records of Orange County, California immediately following the Amendment Identification Date but shall not become effective until the Amendment Effective Date as set forth in Section 3 below. The City and SOCCCD are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**” The Parties agree as follows:

1. SUBJECT AND PURPOSE OF THIS AMENDMENT; APPLICABLE REQUIREMENTS.

1.1 **Definitions; Attachments.** Capitalized terms used herein, unless otherwise defined herein, shall have the meanings specified in the Pre-Existing Agreement. Unless otherwise indicated, references in this Amendment to sections, paragraphs, clauses, exhibits, attachments and schedules are those contained in or attached to this Amendment and all exhibits

and schedules referenced herein are incorporated herein by this reference as though fully set forth in this Amendment.

1.2 Background for this Amendment.

1.2.1 After the Effective Date of the Pre-Existing Agreement, the staffs of the City and SOCCCD entered into discussions whereby, in exchange for certain compensation, SOCCCD would relinquish to the City all of SOCCCD's rights to acquire a 4.53 acre parcel of real property located north of Valencia Avenue and more particularly described in Exhibit A attached hereto (the "**Valencia Parcel**") and for SOCCCD to convey to the City a 0.57 acre parcel of real property located at the southeast corner of the intersection of Valencia Avenue and Red Hill Avenue and more particularly described in Exhibit B attached hereto (the "**Strip Parcel**"). The Valencia Parcel and the Strip Parcel are sometimes hereinafter collectively called the "**Parcels.**"

1.2.2 The agreement between the City and SOCCCD concerning the Valencia Parcel is set forth in a document entitled "Agreement Concerning Valencia Parcel between the City of Tustin and South Orange County Community College District" of even date herewith (the "**Valencia Agreement.**") On June 17, 2014, the City Council, by Resolution No. 14-48, approved the Valencia Agreement and on June 23, 2014, by Resolution No. 14-19, the Board of Trustees also approved the Valencia Agreement. The form of this Amendment is attached as Exhibit D to the Valencia Agreement.

1.2.3 On May 27, 2014, City's Planning Commission held a duly noticed public hearing on this Amendment in accordance with the Development Agreement Ordinance, and determined that consideration of this Amendment complied with CEQA based on the Initial Study Checklist dated May, 2014 ("**Amendment CEQA Document**") prepared in connection with City's consideration of this Amendment. In addition, at such meeting the Planning Commission (A) determined that (i) this Amendment was consistent with the Specific Plan; (ii) this Amendment is in conformity with public convenience, general welfare and good land use practice, will not be detrimental to the health safety and general welfare of the community and will not adversely affect the orderly development of property or the preservation of property values; and (iii) this Amendment is advantageous to and benefits City; and (B) for these reasons recommended that the City Council approve and enact this Amendment in accordance with Tustin City Code Sections 9614-9615, inclusive.

1.2.4 On June 17, 2014, the City Council introduced and conducted a first reading of proposed Ordinance No. 1443 enacting this Amendment, and held a duly noticed public hearing. Upon conclusion of the public hearing, the City Council determined that this Amendment complies with CEQA, and found it to be consistent with the City's General Plan, the Specific Plan and the Development Agreement Ordinance.

1.2.5 On July 1, 2014 (the "**Amendment Approval Date**"), the City Council conducted a second reading and adopted Ordinance No. 1443, approving this Amendment.

1.2.6 Sections 65864 through 65869.5 of the California Government Code (the "**Development Agreement Laws**") authorize City to establish procedures to enter into binding

development agreements with persons having legal or equitable interests in real property located within City for development of the property.

1.2.7 Section 65865 of the California Government Code allows cities to enter into development agreements with any person having a legal or equitable interest in real property for the development of the property under the Development Agreement Laws.

2. **PURPOSES OF THIS AMENDMENT.**

2.1 **Pre-Existing Agreement.** The purpose of this Amendment is (a) to rescind the obligation of the City under the Pre-Existing Agreement to convey the Valencia Parcel to SOCCCD and (b) to remove both of the Parcels from the coverage of the Pre-Existing Agreement by changing the definition of “SOCCCD Property.”

2.2 **Consideration.** The Parties acknowledge that the consideration to be received by City and SOCCCD pursuant to this Amendment and the Valencia Agreement constitute sufficient consideration to support the covenants and agreements of City and SOCCCD.

3. **EFFECTIVE DATE.** Notwithstanding the dates on which the enacting ordinance becomes effective and this Amendment is recorded, it shall not become effective by its terms until such date (the “**Amendment Effective Date**”) as the close of escrow for the Valencia Agreement shall occur. Such close of escrow shall be evidenced by the recordation in the Official Records of a Memorandum of Amendment Effective Date, to be recorded upon the close of escrow of the Valencia Agreement. In the event that the Amendment Effective Date shall not have occurred on or before September 30, 2014 (the “**Outside Effective Date**”), then this Amendment shall terminate and be of no further force or effect. The Parties may, however, extend the Outside Effective Date without processing an amendment to this Amendment or the Pre-Existing Agreement on one or more occasions provided that such extension is reduced to writing and executed by the City’s City Manager and SOCCCD’s Chancellor. Until the Amendment Effective Date, the Pre-Existing Agreement shall remain unaffected and in full force and effect and shall likewise remain in full force and effect if this Amendment terminates without ever having become effective.

4. **SUBLEASE.** Upon the closing of the Valencia Agreement, the Original Sublease (as amended by Amendment No. 1 thereto) will be amended pursuant to that certain Amendment No. 2 thereto in the form attached as an exhibit to the Valencia Agreement (the “**Valencia Sublease Amendment**”); the Original Sublease as modified by Amendment No. 1 thereto and the Valencia Sublease Amendment shall be referred to herein as the “**Updated Sublease**”). Pursuant to the Valencia Sublease Amendment, the Initial Sublease Area will be modified to remove the Valencia Parcel. The remaining real property covered by the Updated Sublease is hereinafter called the “**Updated Sublease Area.**” The Updated Sublease Area will be more particularly described in that certain Amendment No. 2 to Short Form Notice of Sublease in the form attached as an exhibit to the Valencia Agreement (“**Amendment No. 2 to Notice of Sublease**”), which will be recorded in the Official Records upon the closing of the Valencia Agreement.

5. **TRANSFER OF SUBSEQUENT PARCELS.**

5.1 **Exclusion of Valencia Parcel.** Notwithstanding anything to the contrary in the Pre-Existing Agreement, the Valencia Parcel shall not be included in the term "Subsequent Parcels" and the City shall have no obligation to convey the Valencia Parcel to SOCCCD. Upon the conveyance of the Valencia Parcel to the City by the Navy, the City shall retain the Valencia Parcel for uses in accordance with the Valencia Agreement.

5.2 **Escrow Instructions.** This Amendment shall constitute an Amendment to the joint escrow instructions of SOCCCD and City to Escrow Holder (First American Title) contained in the Pre-Existing Agreement.

6. **DEFINITION OF "SOCCCD PROPERTY."** The real property governed by the Pre-Existing Agreement as amended by this Amendment shall be known as the "**SOCCCD Property.**" Upon the close of escrow of the Valencia Agreement, the real property governed by the Pre-Existing Agreement as amended hereby, and the definition of "SOCCCD Property" as used in the Pre-Existing Agreement as amended hereby, shall be deemed to exclude both of the Parcels.

6.1 **SOCCCD Property on Amendment Effective Date.** The term "**SOCCCD Property on Amendment Effective Date**" describes the property in Tustin Legacy that will be owned or subleased by SOCCCD on the Amendment Effective Date after the consummation of the transfers contemplated by the Valencia Agreement. The SOCCCD Property on Amendment Effective Date is more particularly described in Exhibit C attached hereto, which shall supersede and replace Exhibit D to the Pre-Existing Agreement.

6.2 **SOCCCD Property after County-SOCCCD Land Exchange.** The term "**SOCCCD Property after County Exchange**" describes the property in Tustin Legacy that will be owned or subleased by SOCCCD after the close of the County-SOCCCD Land Exchange. The SOCCCD Property after County Exchange is more particularly described in Exhibit D attached hereto, which shall supersede and replace Exhibit E to the Pre-Existing Agreement. Upon the closing of the County-SOCCCD Land Exchange, the real property governed by the Pre-Existing Agreement as amended hereby, and the meaning of the term "SOCCCD Property," shall, automatically and without further action by either Party, be deemed to encompass the SOCCCD Property after County Exchange as described in Exhibit D attached hereto.

7. **Revised LUAP.** Attached hereto as Exhibit E, is a revised Land Use and Access Plan ("LUAP") showing the general features of the development planned for the SOCCCD Property, including access points and land uses. The attached Exhibit E shall supersede and replace Exhibit F to the Pre-Existing Agreement.

8. **EFFECT OF VALENCIA AGREEMENT ON PRE-EXISTING AGREEMENT.** The Parties hereto acknowledge and agree that neither the square footage of development permitted by the Pre-Existing Agreement nor the ratio of Land Use Category 1 to Land Use Category 2 development nor the number of trips assigned to the SOCCCD Property shall be

affected by SOCCCD's relinquishment of its rights to the Valencia Parcel, the conveyance of the Strip Parcel or by any other provision of the Valencia Agreement.

9. **ADEQUACY OF AMENDMENT CEQA DOCUMENT.** SOCCCD acknowledges that the Amendment CEQA Document is a legally adequate and sufficient document, prepared and approved in a manner consistent with all applicable provisions of federal and state law.

10. **REPRESENTATIONS.**

10.1 **City.** The City hereby represents to SOCCCD that on and as of the date of this Amendment and on and as of the Closing, City has full capacity, right, power and authority to execute, deliver and perform this Amendment and all documents to be executed by City pursuant hereto, and all required action and approvals therefor have been duly taken and obtained for the closing of the Valencia Agreement. The individuals signing this Amendment and all other documents executed or to be executed pursuant hereto on behalf of City shall be duly authorized to sign the same on City's behalf and to bind City thereto. This Amendment and all documents to be executed pursuant hereto by City are and shall be binding upon and enforceable against City in accordance with their respective terms.

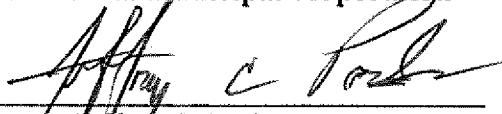
10.2 **SOCCCD.** SOCCCD hereby represents to City that on and as of the date of this Amendment and on and as of the Closing, SOCCCD has full capacity, right, power and authority to execute, deliver and perform this Amendment and all documents to be executed by SOCCCD pursuant hereto, and all required action and approvals therefore have been duly taken and obtained for the closing of the Valencia Agreement. The individuals signing this Amendment and all other documents executed or to be executed pursuant hereto on behalf of SOCCCD shall be duly authorized to sign the same on SOCCCD's behalf and to bind SOCCCD thereto. This Amendment and all documents to be executed pursuant hereto by SOCCCD are and shall be binding upon and enforceable against SOCCCD in accordance with their respective terms.

11. **EFFECT OF AMENDMENT.** Except as specifically otherwise set forth in this Amendment, the Pre-Existing Agreement shall remain in full force and effect as set forth therein.

[Signatures Included on Following Pages]

The Parties have each executed this Amendment as of the date first written above.

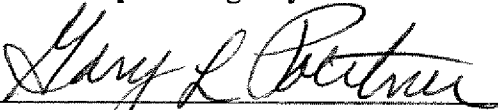
**CITY OF TUSTIN,
a California municipal corporation**


Name: Jeffrey C. Parker
Title: City Manager

Approved as to Form:
City Attorney or Special Counsel

By: 
David E. Kendig, City Attorney

**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT,
a California public agency**

By: 
Name: Gary L. Poertner
Title: Chancellor

Approved as to Form:
SOCCCD Counsel

Jackson, DeMarco, Tidus & Peckenpaugh

By: 
Andrew P. Bernstein, Esq.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On July 8, 2014, before me, Melissa Ann Johnson, Notary Public
(here insert name and title of the officer)

personally appeared **Jeffrey C. Parker** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)

Signature: Melissa Ann Johnson



STATE OF CALIFORNIA
COUNTY OF ORANGE

On July 8, 2014, before me, Melissa Ann Johnson
(here insert name and title of the officer)

personally appeared **Gary L. Poertner** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)

Signature: Melissa A. Johnson



Exhibit A
Legal Description
of
The Valencia Parcel
(Area 10)
(#1147474)

LEGAL DESCRIPTION OF AREA NO. 10

Tustin, CA

Portion of APN: 430-282-11 and All of APN: 430-282-10

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

Being a portion of PARCEL IV-J-4 and all of PARCEL IV-J-5 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" filed for record on May 14, 2002 in Doc. No. 20020404590, Records of Orange County, more particularly described as follows;

BEGINNING at the most northeasterly corner of said PARCEL IV-J-5;

Thence along the easterly line of said PARCEL IV-J-5, South 07°11'09" West, 236.11 feet to the southwesterly line of said PARCEL IV-J-5;

Thence along said southwesterly line of PARCEL IV-J-5 and PARCEL IV-J-4 the following five (5) courses:

1. North 73°31'26" West, 47.60 feet;
2. South 64°04'33" West, 24.04 feet to the beginning of a tangent curve having a radius of 1038.68 feet;
3. Northwesterly along said curve, through a central angle of 05°27'40", for an arc length of 99.00 feet to the beginning of a compound curve, having a radius of 1353.04 feet;
4. Along said curve northwesterly, through a central angle of 16°07'53" for an arc length of 380.94 feet;
5. North 49°19'54" West, 183.81 feet;

Thence leaving said southwesterly line, North 40°40'06" East, 325.27 feet to the northeasterly line of said PARCEL IV-J-4;

Thence along said northeasterly line of said PARCEL IV-J-4 and continuing along the northeasterly line of said PARCEL IV-5, South 49°10'56" East, 576.11 feet to the POINT OF BEGINNING.


Containing an area of 197,272 square feet or 4.529 acres more or less.

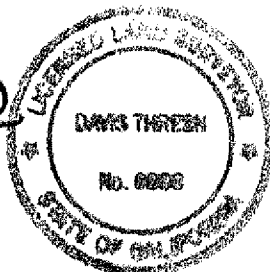
Being a portion of Assessor's Parcel Number 430-282-11 and all of Assessor parcel number 430-282-10

As shown on "Schedule 1" attached hereto and made a part hereof.

For: BKF Engineers

By:

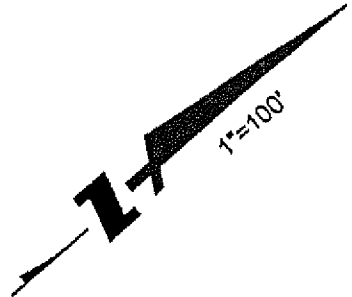
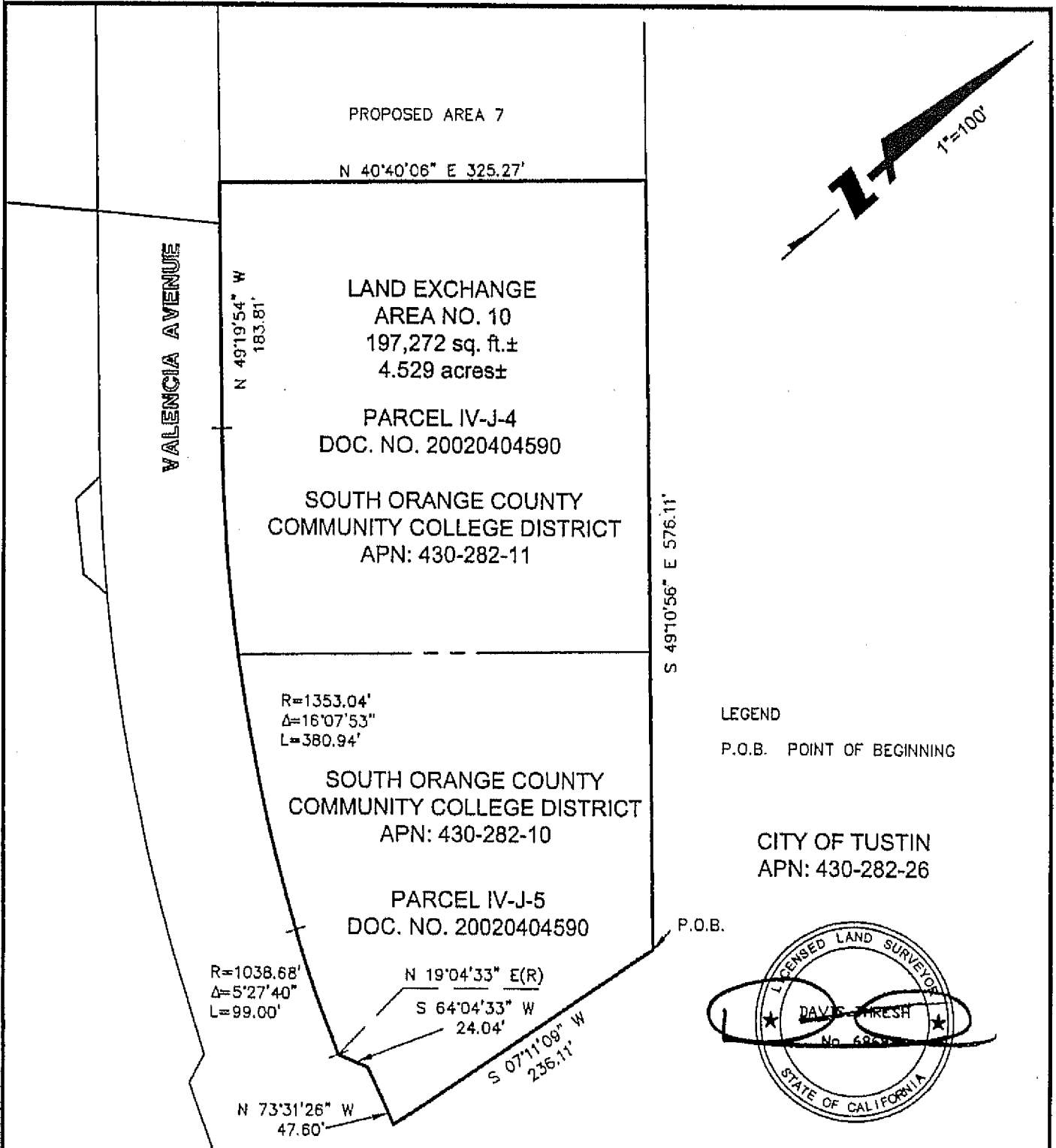

Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014



Date:

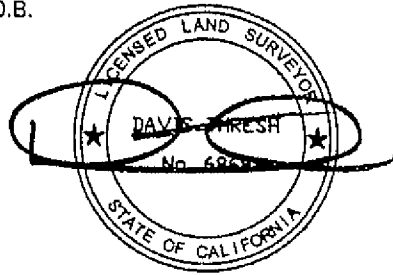
4-19-2013

K:\Sur12\122006.13 ATEP Land Swap Plats\DWG\MAIN\LEGALS\LAND EXCHANGE 10.doc



LEGEND
P.O.B. POINT OF BEGINNING

CITY OF TUSTIN
APN: 430-282-26



K:\SUR12\122006-13PLATS\LAND SWAP 10.DWG

PLAT TO ACCOMPANY LEGAL DESCRIPTION



600 SOUTH MAIN STREET
SUITE 920
ORANGE, CA 92868
714-415-0500
714-415-0599 (FAX)

Subject SCHEDULE 1
LAND EXCHANGE AREA 10
Job No. 20102006-13
By RL Date 4/19/13 Chkd. WS
SHEET 1 OF 1

Exhibit B
Legal Description
of
The Strip Parcel
(Area 16)
(#1199289)

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-4

(Portion of Reuse Plan Disposition Site 1)

1 In the City of Tustin, County of Orange, State of California, being that portion of Block 10
2 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous
3 Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of
4 Records of Survey, both of the records of said County, described as follows:
5

6 Parcel I-E-4

7

8 **Beginning** at the intersection of the centerline of Red Hill Avenue with the centerline of
9 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue
10 having a bearing of South 40°37'39" East between Valencia Avenue and Warner Avenue;
11 thence South 49°20'07" East 103.05 feet; thence South 40°39'53" West 52.00 feet to the
12 **True Point of Beginning**; thence South 49°20'07" East 3.18 feet to the beginning of a
13 curve concave southwesterly having a radius of 1348.04 feet; thence southeasterly along
14 said curve 45.04 feet through a central angle of 1°54'51" to the beginning of a compound
15 curve concave southwesterly having a radius of 42.00 feet, a radial line to said beginning
16 bears North 42°34'44" East; thence southeasterly along said curve 11.95 feet through a
17 central angle of 16°18'19"; thence South 31°06'57" East 31.73 feet to the beginning of a
18 curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said
19 curve 12.87 feet through a central angle of 12°42'56"; thence South 43°49'53" East 61.09
20 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence
21 southeasterly along said curve 14.33 feet through a central angle of 14°09'14"; thence
22 South 57°59'07" East 36.66 feet to the beginning of a curve concave southwesterly having
23 a radius of 42.00 feet, thence southeasterly along said curve 10.38 feet through a central
24 angle of 14°09'17"; thence South 43°49'50" East 9.46 feet to the beginning of a curve

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-4


(Portion of Reuse Plan Disposition Site 1)

1 concave northeasterly having a radius of 1452.04 feet; thence southeasterly along said
2 curve 64.40 feet through a central angle of $2^{\circ}32'29''$; thence South $02^{\circ}51'08''$ East 23.41
3 feet; thence South $47^{\circ}19'39''$ East 11.70 feet; thence South $40^{\circ}29'44''$ West 47.00 feet;
4 thence North $49^{\circ}19'54''$ West 351.89 feet to a point on a line parallel with and distant
5 77.00 feet southeasterly from the centerline of said Red Hill Avenue; thence along said
6 parallel line North $40^{\circ}37'39''$ East 59.07 feet to a point lying South $85^{\circ}38'32''$ West 36.79
7 feet from the True Point of Beginning; thence leaving said parallel line
8 North $85^{\circ}38'32''$ East 36.79 feet to the True Point of Beginning.

9
10 Containing 24,672 square feet or 0.57 acres, more or less.

11
12
13 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

14
15 prepared under my supervision

16
17 
18 Walter A. Sheek P.L.S. 4838

19 *April 17, 2002*
20 Date



21 Revised April 17, 2002

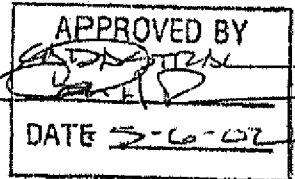
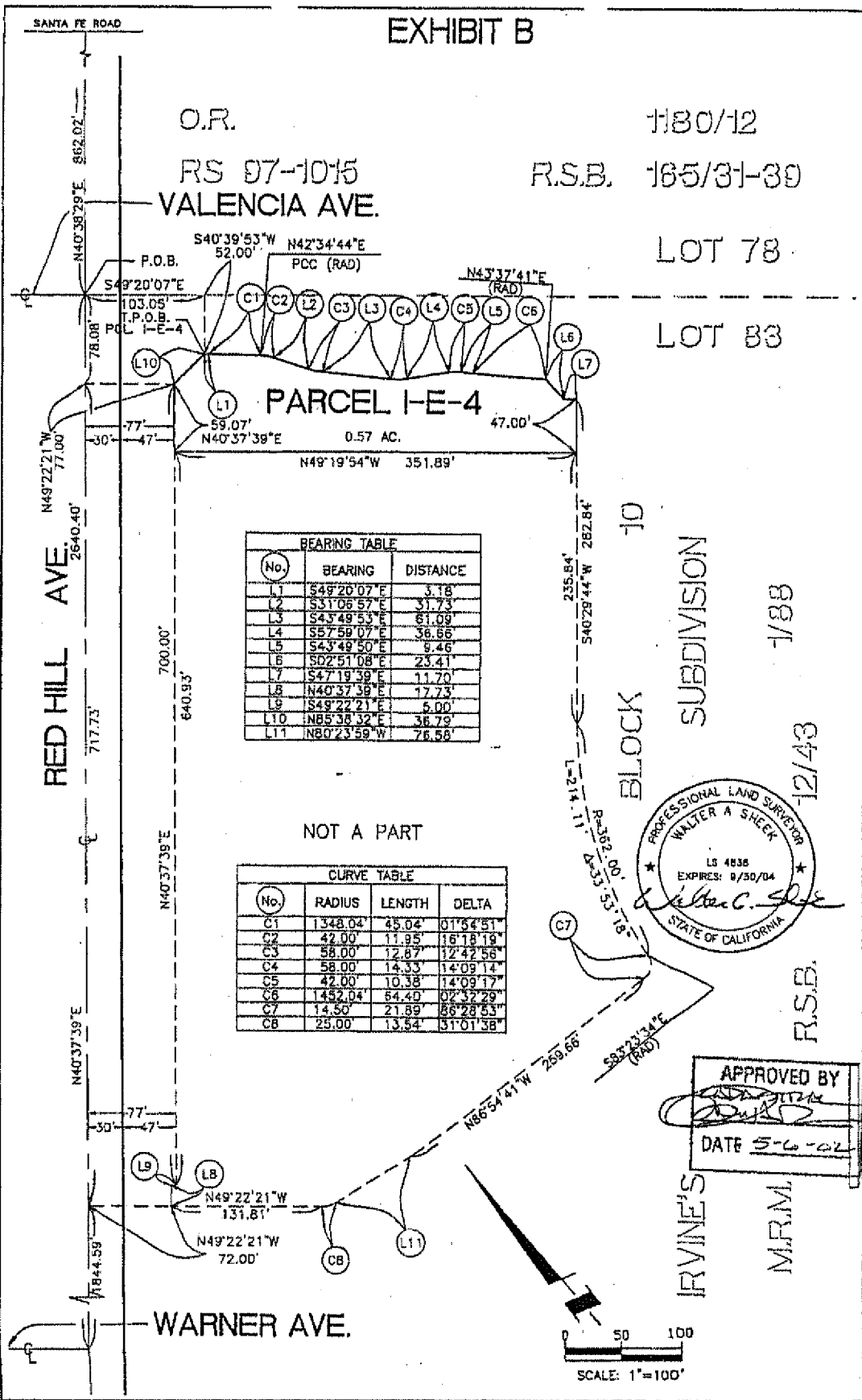


EXHIBIT B



BEARING TABLE

No.	BEARING	DISTANCE
L1	S49°20'07"E	3.18
L2	S31°06'57"E	31.73
L3	S43°49'53"E	81.09
L4	S57°59'07"E	38.66
L5	S43°49'50"E	8.46
L6	S02°51'08"E	23.41
L7	S47°19'39"E	1.170
L8	N40°37'39"E	17.73
L9	S49°22'21"E	5.00'
L10	N85°36'32"E	36.72
L11	N80°23'59"W	76.58

NOT A PART

CURVE TABLE

No.	RADIUS	LENGTH	DELTA
C1	1348.04	45.04'	01°54'51"
C2	42.00'	11.95'	16°18'19"
C3	58.00'	12.87'	12°42'56"
C4	58.00'	14.33'	14°09'14"
C5	42.00'	10.38'	14°09'17"
C6	1452.04	64.40'	02°32'29"
C7	14.50'	21.89'	86°28'53"
C8	25.00'	13.54'	51°01'38"

DESCRIPTION: Parcel I-E-4 (Portion of Reuse Plot Disposition Site 1)	SHEET 1 OF 1	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS	DRAFTED RAY
	387 Red Hill Avenue Suite 204 Costa Mesa, CA 92626 (714) 751-7173 Fax (714) 946-8883	CHECKED LS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010200

Checked: 04/06/02 10:45 AM by: [Signature]

Exhibit C

Legal Description

of

SOCCCD Property on Amendment Effective Date

(Area H2)

(#1202859)

SOCCCD Property on Effective Date w/ ROW
Tustin, CA
AREA H2
Portion of APN: 430-283-16 and 430-283-18
And all of 430-283-10 and 430-283-09

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

Being a portion of PARCEL I-E-1.1, as said parcel is described in that certain document entitled, "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on April 29, 2004 in Document No. 2004000369376,
And a portion of PARCEL IV-J-6 and all of PARCEL IV-J-7, as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590,
And a portion of PARCEL I-E-2 as said parcel is described in that certain document entitled "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on May 14, 2002 in Document No. 20020404595, Records of Orange County, more particularly described as follows;

AREA H2:

COMMENCING at the most northwesterly corner of said PARCEL I-E-2;

Thence along the northwesterly line of said PARCEL I-E-2, the following five (5) courses:

1. North 40°37'39" East, 50.00 feet;
2. South 49°22'21" East, 12.00 feet;
3. North 40°37'39" East, 180.00 feet;
4. North 49°22'21" West, 12.00 feet;
5. North 40°37'39" East, 343.98 feet the TRUE POINT OF BEGINNING;

Thence continuing along said northwesterly the following ten (10) courses:

1. North 40°37'39" East, 376.02 feet;
2. North 49°22'21" West, 5.00 feet;
3. North 40°37'39" East, 797.89 feet;

4. South 49°22'21" East, 131.81 feet to the beginning of a tangent curve concave to the northeast, having a radius of 25.00 feet;
5. Along said curve, through a central angle of 31°01'38", for an arc length of 13.54 feet;
6. South 80°23'59" East, 76.58 feet;
7. South 86°54'41" East, 259.66 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 14.50 feet;
8. Easterly and northerly along said curve, through a central angle of 86°28'53", for an arc length of 21.89 feet to the beginning of a reverse curve, having a radius of 362.00 feet;
9. Northerly and northeasterly along said reverse curve to the right through a central angle of 33°53'17", for an arc length of 214.11 feet;
10. North 40°29'44" East, 282.84 feet to the northeasterly line of said PARCEL I-E-1.1;

Thence continuing along said northeasterly line said PARCEL I-E-1.1, South 47°19'39" East, 44.34 feet;

Thence continuing along last said northeasterly line of said PARCEL I-E-1.1, the following four (4) courses:

1. North 85°40'06" East, 24.04 feet;
2. South 49°19'54" East, 9.96 feet to the beginning of a tangent curve concave to the northeast having a radius of 3,108.58 feet;
3. Southeasterly along said curve, through a central angle of 02°18'05", for an arc length of 124.86 feet to the beginning of a reverse curve, having a radius of 3,092.58 feet;
4. Southeasterly along said reverse curve through a central angle of 02°18'05", for an arc length of 124.22 feet;

Thence continuing along said northeasterly line and the northeasterly line of said parcel IV-J-6, the following sixteen (16) courses:

1. South 49°19'54" East, 313.83 feet to the beginning of tangent curve concave to the northeast, having a radius of 1,447.04 feet;
2. Along said curve, through a central angle of 01°23'53", for an arc length of 35.31 feet;
3. South 04°58'49" East, 24.36 feet;
4. South 54°27'57" East, 56.24 feet;
5. North 83°15'15" East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having radius of 1,447.04 feet, to which point a radial line bears South 35°44'30" West;
6. Southeasterly along said curve, through a central angle of 11°53'59", for an arc length of 300.54 feet;

7. South $66^{\circ}09'29''$ East, 52.51 feet;
8. South $21^{\circ}09'25''$ East, 24.04 feet;
9. South $68^{\circ}17'15''$ East, 62.36 feet;
10. Thence North $64^{\circ}09'20''$ East, 23.85 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,090.18 feet, to which point a radial line bears South $19^{\circ}14'54''$ West;
11. Southeasterly along said curve, through a central angle of $04^{\circ}56'38''$, for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;
12. Along said curve, through a central angle of $00^{\circ}41'45''$, for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
13. Along said reverse curve through a central angle of $11^{\circ}54'29''$, for an arc length of 29.51 feet;
14. South $64^{\circ}29'00''$ East, 15.88 feet to the beginning of a tangent curve concave to the northeast, having a radius of 158.00 feet;
15. Along said curve, through a central angle of $14^{\circ}52'27''$, for an arc length of 41.02 feet;
16. South $79^{\circ}21'27''$ East, 218.54 feet to the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following eleven (11) courses:

1. South $31^{\circ}20'58''$ East, 40.12 feet; to the beginning of a non tangent curve, concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South $73^{\circ}20'33''$ East;
2. Southerly along said curve, through a central angle of $02^{\circ}02'49''$, for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
3. Southwesterly, along said compound curve through a central angle of $16^{\circ}11'24''$, for an arc length of 11.87 feet;
4. South $34^{\circ}53'40''$ West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
5. Along said curve, through a central angle of $13^{\circ}44'05''$, for an arc length of 13.90 feet to the beginning of a reverse curve, having a radius of 1,3420.04 feet;
6. Southerly along said reverse curve to through a central angle of $02^{\circ}27'21''$ for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
7. Southerly, along said reverse curve through a central angle of $13^{\circ}44'05''$, for an arc length of 13.90 feet;
8. South $09^{\circ}52'51''$ West, 33.43 feet to the beginning of a tangent curve concave to the northwest, having a radius of 42.00 feet;

9. Along said curve, through a central angle of $16^{\circ}11'24''$, for an arc length of 11.87 feet to the beginning of a compound curve, having a radius of 1,354.04 feet;
10. Along said compound curve through a central angle of $23^{\circ}27'25''$, for an arc length of 554.34 feet;
11. North $15^{\circ}49'01''$ West, 382.89 feet to the southeasterly line of said PARCEL IV-J-7;

Thence leaving said southeasterly line of said PARCEL IV-J-6 and along the southeasterly line of said PARCEL IV-J-7, South $71^{\circ}36'25''$ West, 351.77 feet;

Thence continuing along said southeasterly line of said PARCEL IV-J-7 and continuing along said southeasterly line of PARCEL IV-J-6, North $77^{\circ}38'59''$ West, 256.30 feet;

Thence along the southeasterly line of said PARCEL IV-J-6, the following four (4) courses:

1. South $40^{\circ}38'46''$ West, 486.27 feet;
2. South $49^{\circ}21'14''$ East, 459.00 feet to the beginning of a non tangent curve concave to the southeast, having a radius of 1,446.04 feet, to which point a radial line bears North $29^{\circ}41'43''$ West;
3. Southwesterly along said curve, through a central angle of $21^{\circ}07'46''$, for an arc length of 533.27 feet;
4. South $39^{\circ}10'31''$ West, 163.56 feet to the southwesterly line of said PARCEL IV-J-6;

Thence along last said southwesterly line, North $33^{\circ}57'12''$ West, 70.07 feet to the westerly line of said PARCEL IV-J-6;

Thence leaving said southwesterly line and along said westerly line, North $09^{\circ}21'06''$ East, 300.94 feet to the southeasterly line of said PARCEL I-E-1.1;

Thence along last said southeasterly line the following four (4) courses:

1. North $50^{\circ}49'29''$ West, 398.40 feet;
2. South $40^{\circ}39'15''$ West, 88.79 feet;
3. North $50^{\circ}08'15''$ West, 157.68 feet;
4. South $39^{\circ}51'45''$ West, 231.82 feet;

Thence leaving last said line, North $49^{\circ}20'45''$ West, 213.37 feet;

Thence North $40^{\circ}39'15''$ East, 20.88 feet;

Thence North $49^{\circ}20'45''$ West, 718.34 to the TRUE POINT OF BEGINNING.


Containing a total area of 2,838,194 square feet, 65.156 acres more or less.

Being a portion of Assessor's Parcel Numbers: 430-283-16 and 430-283-18.

Being all of Assessor Parcel Numbers 430-283-09 and 430-283-10.

As shown on "Schedule 1" attached hereto and made a part hereof.

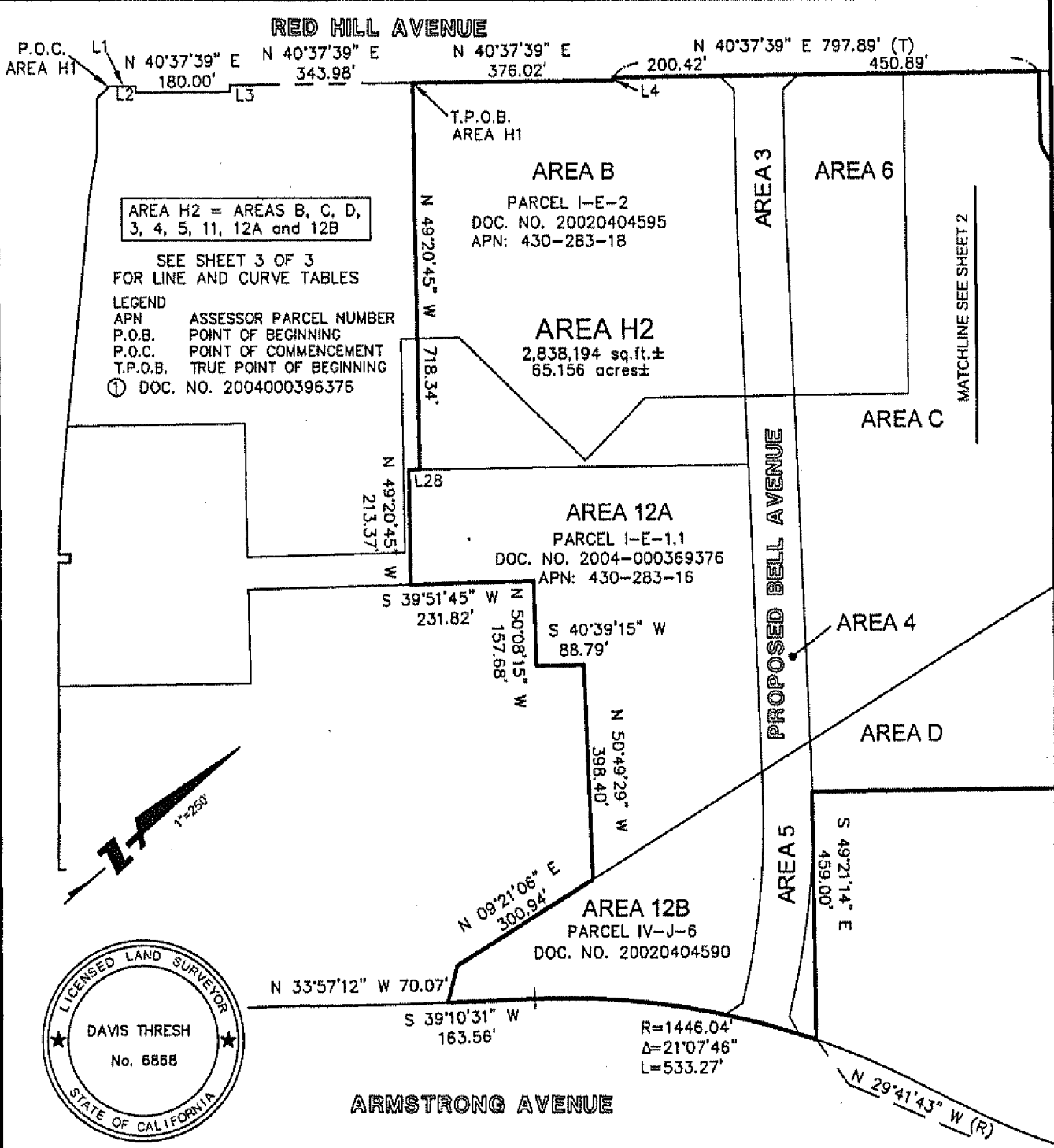
For: BKF Engineers

By: 
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014



Date: 8/4/14

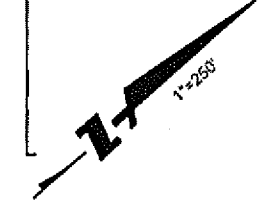
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AREA H2 = AREAS B, C, D,
3, 4, 5, 11, 12A and 12B

SEE SHEET 3 OF 3
FOR LINE AND CURVE TABLES

LEGEND
 APN ASSESSOR PARCEL NUMBER
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 T.P.O.B. TRUE POINT OF BEGINNING
 ① DOC. NO. 2004000396376



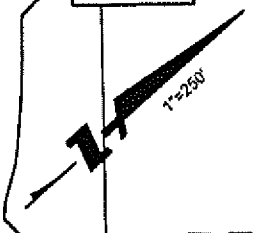
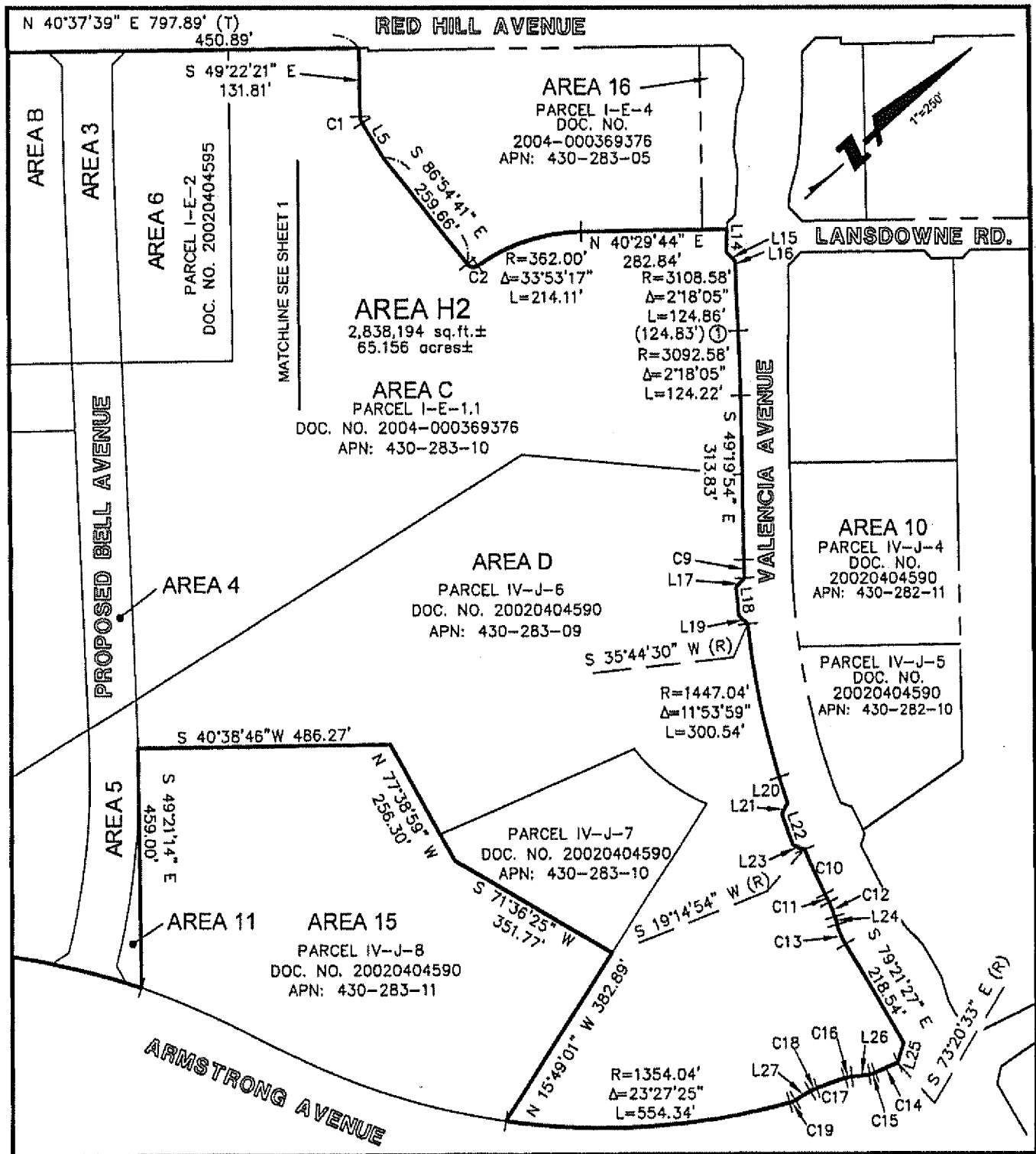
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PLAT TO ACCOMPANY LEGAL



4670 WILLOW RD
 SUITE 250
 PLEASANTON, CA 94588
 925-396-7700
 925-396-7799 (FAX)

Subject SCHEDULE 1
AREA H2
 Job No. 20122006
 By MR Date 05/06/14 Chkd. WS
 SHEET 1 OF 3



4670 WILLOW RD
 SUITE 250
 PLEASANTON, CA 94588
 925-396-7700
 925-396-7799 (FAX)

Subject SCHEDULE 1
AREA H2
 Job No. 20122006
 By MR Date 05/06/14 Chkd. WS
 SHEET 2 OF 3

Exhibit D

Legal Description

of

SOCCCD Property after County Exchange

(Area I2)

(#1202860)

SOCCCD Property after County Exchange w/ROW
Tustin, CA
AREA 12
Portion of APN: 430-283-16, 430-283-18 and 430-283-09
And all of 430-283-10 and 430-283-11

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

Being a portion of PARCEL I-E-1.1, as said parcel is described in that certain document entitled, "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on April 29, 2004 in Document No. 2004000369376,
And a portion of PARCEL IV-J-6 and all of PARCEL IV-J-7 and PARCEL IV-J-8 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590,
And a portion of PARCEL I-E-2 as said parcel is described in that certain document entitled "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on May 14, 2002 in Document No. 20020404595, Records of Orange County, more particularly described as follows;

AREA 12:

COMMENCING at the most northwesterly corner of said PARCEL I-E-2;

Thence along the northwesterly line of said PARCEL I-E-2, the following five (5) courses:

1. North 40°37'39" East, 50.00 feet;
2. South 49°22'21" East, 12.00 feet;
3. North 40°37'39" East, 180.00 feet;
4. North 49°22'21" West, 12.00 feet;
5. North 40°37'39" East, 343.98 feet the TRUE POINT OF BEGINNING;

Thence continuing along said northwesterly and continuing along the northwesterly liner of said PARCEL I-E-1.1 line the following ten (10) courses:

1. North 40°37'39" East, 376.02 feet;
2. North 49°22'21" West, 5.00 feet;
3. North 40°37'39" East, 797.89 feet;
4. South 49°22'21" East, 131.81 feet to the beginning of a tangent curve concave to the northeast, having a radius of 25.00 feet;

5. Along said curve, through a central angle of $31^{\circ}01'38''$, for an arc length of 13.54 feet;
6. South $80^{\circ}23'59''$ East, 76.58 feet;
7. South $86^{\circ}54'41''$ East, 259.66 feet the beginning of a tangent curve concave to the northwest, having a radius of 14.50 feet;
8. Along said curve, through a central angle of $86^{\circ}28'53''$, for an arc length of 21.89 feet to the beginning of a reverse curve, having a radius of 362.00 feet;
9. Along said reverse curve to the right through a central angle of $33^{\circ}53'17''$, for an arc length of 214.11 feet;
10. North $40^{\circ}29'44''$ East, 282.84 feet to the northeasterly corner of PARCEL I-E-1.1;

Thence continuing along the northeasterly line of said PARCEL I-E-1.1, South $47^{\circ}19'39''$ East, 44.34 feet;

Thence continuing along last said northeasterly line of said PARCEL I-E-1.1 the following four (4) courses:

1. North $85^{\circ}40'06''$ East, 24.04 feet;
2. South $49^{\circ}19'54''$ East, 9.96 feet to the beginning of a tangent curve concave to the northeast having a radius of 3,108.59 feet;
3. Southeasterly along said curve, through a central angle of $02^{\circ}18'05''$, for an arc length of 124.86 feet to the beginning of a reverse curve, having a radius of 3,092.58 feet;
4. Southeasterly along said reverse curve through a central angle of $02^{\circ}18'05''$, for an arc length of 124.22 feet;

Thence continuing along said northeasterly line and the northeasterly line of said parcel IV-J-6, the following sixteen (16) courses:

1. South $49^{\circ}19'54''$ East, 313.83 feet to the beginning of tangent curve concave to the northeast, having a radius of 1,447.04 feet;
2. Along said curve, through a central angle of $01^{\circ}23'53''$, for an arc length of 35.31 feet;
3. South $04^{\circ}58'49''$ East, 24.36 feet;
4. South $54^{\circ}27'57''$ East, 56.24 feet;
5. North $83^{\circ}15'15''$ East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having radius of 1,447.04 feet to which point a radial line bears South $35^{\circ}44'30''$ West;
6. Along said curve, through a central angle of $11^{\circ}53'59''$, for an arc length of 300.54 feet;
7. South $66^{\circ}09'29''$ East, 52.51 feet;

8. South 21°09'25" East, 24.04 feet;
9. South 68°17'15" East, 62.36 feet;
10. Thence North 64°09'20" East, 23.85 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,090.18 feet;
11. Southeasterly along said curve, through a central angle of 04°56'38", for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;
12. Along said curve, through a central angle of 00°41'45", for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
13. Along said reverse curve through a central angle of 11°54'29", for an arc length of 29.51 feet;
14. South 64°29'00" East, 15.88 feet to the beginning of a tangent curve concave to the northeast, having a radius of 158.00 feet;
15. Along said curve, through a central angle of 14°52'27", for an arc length of 41.02 feet;
16. South 79°21'27" East, 218.54 feet to the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following twelve (12) courses:

1. South 31°20'58" East, 40.12 feet; to the beginning of a non tangent curve, concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South 73°20'33" East;
2. Southerly along said curve, through a central angle of 02°02'49", for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
3. Southwesterly along said compound curve through a central angle of 16°11'24", for an arc length of 11.87 feet;
4. South 34°53'40" West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
5. Along said curve, through a central angle of 13°44'05", for an arc length of 13.90 feet to the beginning of a reverse, having a radius of 1,342.04 feet;
6. Southerly along said reverse curve to through a central angle of 02°27'21" for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
7. Southerly, along said reverse curve through a central angle of 13°44'05", for an arc length of 13.90 feet;
8. South 09°52'51" West, 33.42 feet to the beginning of a tangent concave to the northwest, having a radius of 42.00 feet;
9. Southwesterly along said curve, through a central angle of 16°11'24", for an arc length of 11.87 feet; to the beginning of a compound curve, having a radius of 1,354.04 feet;

10. Southwesterly, along a compound curve through a central angle of $41^{\circ}31'35''$, for an arc length of 981.37 feet;

11. South $67^{\circ}35'50''$ West 139.46 feet to the beginning of a tangent curve concave to the southeast, having a radius of 1,446.04 feet;

12. Thence along said curve, through a central angle of $14^{\circ}13'35''$, for an arc length of 359.05 feet;

Thence leaving said southeasterly line, North $09^{\circ}19'25''$ East, 37.52 feet to the beginning of a non tangent curve, having a radius of 1,354.00 feet, to which point a radial line bears North $55^{\circ}16'36''$ East;

Thence along said curve, through a central angle of $14^{\circ}37'50''$, for an arc length of 345.75 feet;

Thence North $49^{\circ}21'14''$ West, 47.55 feet;

Thence North $50^{\circ}48'31''$ West, 611.91 feet;

Thence South $40^{\circ}39'15''$ West, 615.85 feet;


Thence North $49^{\circ}20'45''$ West, 718.34 feet to the POINT OF BEGINNING.

Containing an area of 2,838,645 square feet, or 65.166 acres more or less.

Being a portion of Assessor Parcel Numbers: 430-283-16, 430-283-18 and 430-283-09
And all of Assessor Parcel Numbers 430-283-10 and 430-10-11

As shown on "Schedule 1" attached hereto and made a part hereof.

For: BKF Engineers

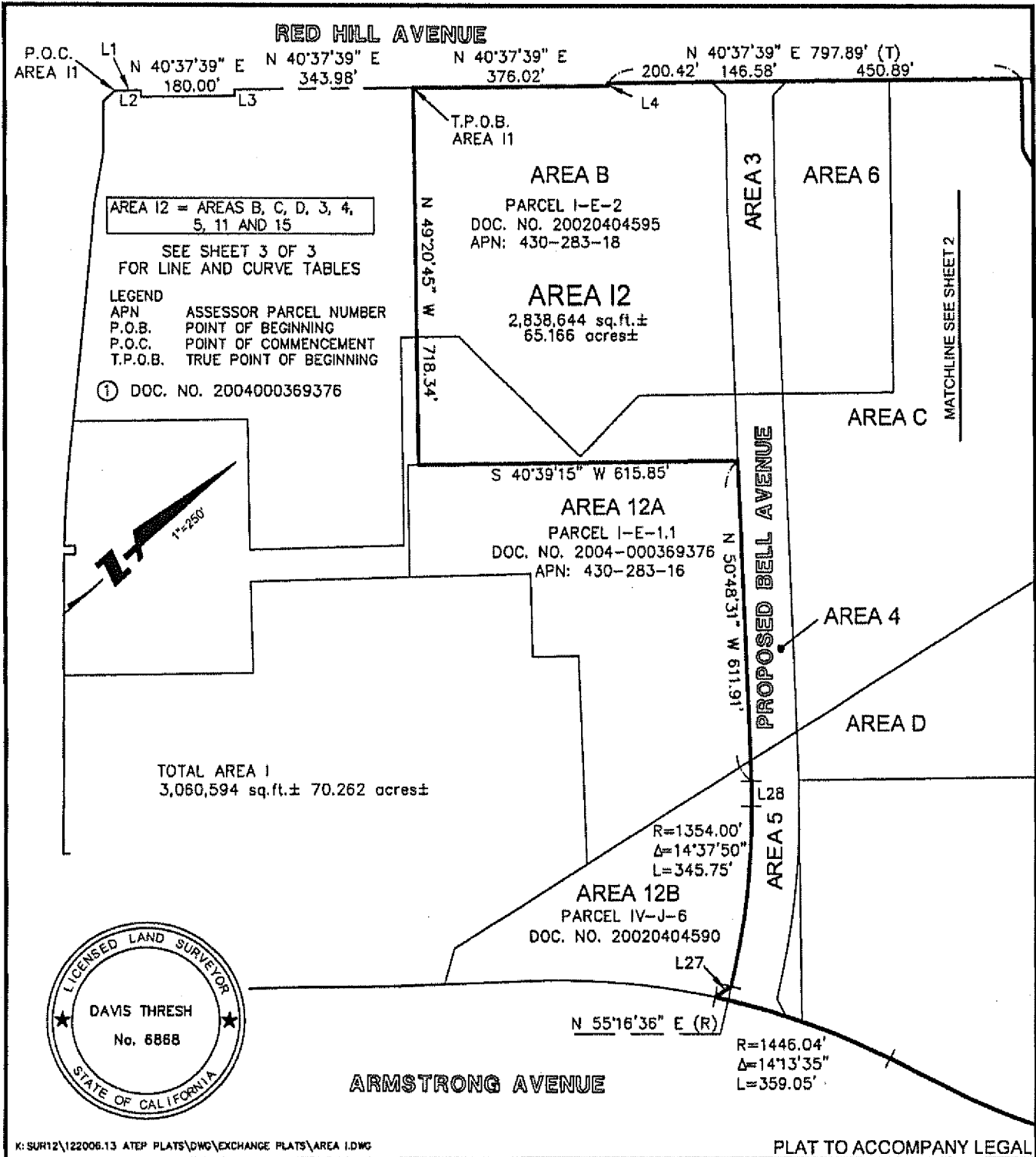
By: 

Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014



Date: 8/4/14

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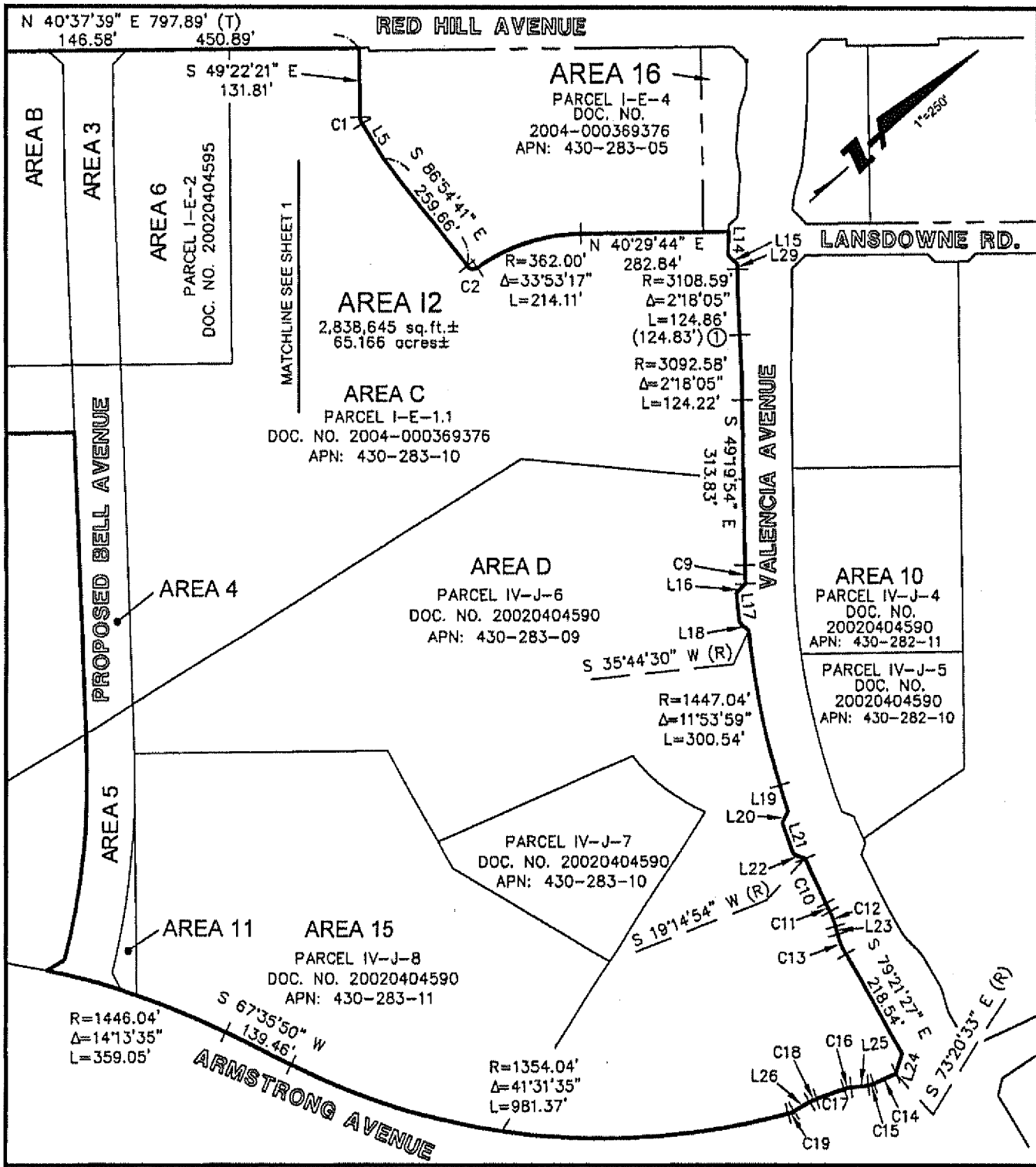
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PLAT TO ACCOMPANY LEGAL



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Subject SCHEDULE 1
AREA 12
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 SHEET 1 OF 3



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Subject SCHEDULE 1
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 By MR Date 05/06/14 Chkd. WS
 SHEET 2 OF 3

Exhibit E

Revised LUAP

(#1202880)

