

EXHIBIT 1

**FORM OF IRREVOCABLE OFFER OF DEDICATION OF
EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050
(CONSERVATION EASEMENT)**

Recording requested by and when recorded
return to:

City of Temecula, a municipal corporation
41000 Main Street
Temecula, California 92590
Attention: City Clerk's Office

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 957-090-022 [X] Portions

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Temecula and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922)

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT PURSUANT TO
GOVERNMENT CODE SECTION 7050 (CONSERVATION EASEMENT)**

This IRREVOCABLE OFFER OF DEDICATION OF EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 (CONSERVATION EASEMENT) (“Irrevocable Offer”) is entered into by Lam Ngo and Huyen Lam Tran, husband and wife as joint tenants (collectively “Grantor”), Woodside 05S, LP, a California Limited Partnership and Wingsweep Corporation, a California corporation (collectively “Developer”) for the benefit of the CITY OF TEMECULA, a municipal corporation (“City”), and the FALLBROOK LAND CONSERVANCY, a California non-profit corporation (“Grantee”) and is effective on the date it is fully executed. The Irrevocable Offer is made with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of real property containing 4.55 acres located at 31249 Indian Summer Road, Temecula, California, and identified as Assessor's Parcel Number 957-090-022 (“Grantor's Property”). Grantor's Property is a vacant parcel legally described on EXHIBIT A attached hereto and incorporated by this reference.

B. Grantor desires to irrevocably offer to dedicate to the City for the benefit of Grantee pursuant to Government Code Section 7050 a Conservation Easement (defined below) over an approximate 51,003 square feet (1.17 acres) portion of Grantor's Property (the “Easement Area”). The Easement Area is legally described on EXHIBIT B and depicted on EXHIBIT C attached hereto and incorporated by this reference.

C. The Easement Area provides, among other things, compensatory mitigation for unavoidable impacts associated with the construction of certain public street, drainage and related improvements for the extension of Nicolas Road from Butterfield Stage Road to Leifer Road, including the Calle Girasol/Nicolas Road Connection (Nicolas-Calle Girasol Road and Channel Improvements Project) (“Project”), pursuant to requirements of the following state and Federal approvals (collectively, “Agency Approvals”): U.S. Army Corps of Engineers (USACE)

Individual Permit SPL-2018-00635-ERS, Regional Water Quality Control Board (RWQCB) Water Quality Certification R9-2020-0021, and California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement 1600-2017-0211-R6, and to fulfill the Project's obligation under the California Environmental Quality Act (CEQA).

D. This Irrevocable Offer is designed to satisfy and is granted in partial satisfaction of the Agency Approvals.

E. Consistent with the terms and conditions of this Irrevocable Offer, the Easement Area is intended to remain in a Natural Condition as defined herein and to be preserved in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values (collectively, "Conservation Values"). The Conservation Values are of importance to the people of the County of Riverside and the people of the State of California and United States.

F. Grantor wishes to dedicate to the City and the City is authorized to accept the irrevocable offer of dedication for the Conservation Easement pursuant to this Irrevocable Offer pursuant to Government Code Section 7050 and the City may accept the irrevocable offer of dedication for the Conservation Easement by adopting a Resolution of Acceptance confirming said acceptance and recording a Certificate of Acceptance in the form attached as EXHIBIT D hereto.

G. Grantor expressly acknowledges that the City intends to transfer its interest in the Conservation Easement to Grantee after the Project is constructed and the obligations of the Developer under the Agency Approvals and this Irrevocable Offer are completed. Grantor agrees to any such transfer of the City's rights to Grantee or other tax exempt non-profit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California which is authorized to hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965 and has as its primary purpose the preservation of land in its natural, scenic, forested or open space condition or use

H. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965. Specifically, Grantee is a tax exempt non-profit 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 of land in its natural, scenic, forested or open space condition or use.

I. Developer has agreed to enter into this Irrevocable Offer for the purpose of undertaking certain obligations identified herein prior to the City's transfer or assignment to Grantee of its rights under this Irrevocable Offer.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. Offer, Term, and Acceptance.

(a) Offer. In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby makes an irrevocable offer

(“Offer of Dedication for Conservation Easement”) pursuant to Government Code Section 7050 to dedicate in favor of the City on behalf of Grantee a permanent conservation easement in perpetuity over the Easement Area described in EXHIBIT B and depicted on EXHIBIT C of the nature and character and to the extent hereinafter set forth (“Conservation Easement”). This Irrevocable Offer shall run with the land and be binding on Grantor’s heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Easement Area or any portion of it.

(b) Term. The term of the Offer of Dedication for Conservation Easement shall commence on the date that this Irrevocable Offer is recorded in the Official Records of the County of Riverside, California (“Official Records”). Pursuant to Government Code Section 7050, the Offer of Dedication for Conservation Easement shall be irrevocable when this Irrevocable Offer is recorded in the Official Records and may be accepted at any time by the City Council of the City. Pursuant to Government Code Section 7050, the Offer of Dedication for Conservation Easement may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the summary vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code. Such termination and abandonment may be by the City Council of the City.

(c) Acceptance. Pursuant to Government Code Section 7050, the City may accept the Offer of Dedication for Conservation Easement at any time for the benefit of Grantee by adoption of a resolution by the City Council of the City accepting the Offer of Dedication for Conservation Easement (the “Resolution of Acceptance”). The Conservation Easement shall become effective upon the adoption of the Resolution of Acceptance and shall remain in perpetuity unless and until it is terminated by Grantee by vacation thereof in accordance with applicable law. The Resolution of Acceptance will authorize the City to execute a Certificate of Acceptance in substantially the form attached hereto as EXHIBIT D, which is incorporated herein by this reference, accepting the Offer of Dedication for Conservation Easement (the “Acceptance”), and Grantor authorizes the City to record the Acceptance in the Official Records. Grantor also authorizes the City to record any such documents as are reasonably necessary to effectuate the transfer to Grantee of the City’s rights in the Conservation Easement set forth in this Irrevocable Offer without any further action or authorization required from Grantor.

(d) Execution of Irrevocable Offer by Developer. Grantor and Developer agree that by Developer executing this Irrevocable Offer, Developer agrees that it will complete certain obligations in connection with the Conservation Easement required for the City’s transfer and assignment to Grantee of its rights under this Irrevocable Offer.

2. **Purpose.**

(a) The purposes of the Conservation Easement are to (i) ensure the Easement Area will be managed and preserved in a Natural Condition, as defined herein, in perpetuity and (ii) prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area (collectively, the “Purpose”). Grantor intends that the Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the Purpose, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

(b) The term “Natural Condition”, as referenced in the preceding paragraph and other portions of this Irrevocable Offer, shall mean the condition of the Easement Area, as it exists at the time the Conservation Easement as set forth in this Irrevocable Offer is transferred to Grantee, as well as future enhancements or changes to the Easement Area that occur directly as a result of the following activities:

(i) Compensatory mitigation measures, including implementation, maintenance, and monitoring activities (collectively, “Compensatory Mitigation”) required by the Agency Approvals and as described in the Nicolas-Calle Girasol and Channel Improvements Project Habitat Mitigation and Monitoring Plan dated August 21, 2019 and prepared by HELIX Environmental Planning (“Mitigation Plan”), a copy of which is on file in the City of Temecula Public Works Department and is incorporated herein by this reference. A copy of the cover page of the Mitigation Plan is attached as Exhibit E hereto. Grantor expressly acknowledges that the City has provided a copy of the Mitigation Plan to Grantor. Grantor, Developer, and the City acknowledge and agree that the Mitigation Plan may need to be updated during the construction of the Project to reflect updated Agency Approvals and that the updated Mitigation Plan will apply to the Conservation Easement. The City agrees to provide copies of any such updates to Grantor prior to transferring its interest in the Conservation Easement as set forth in this Irrevocable Offer to Grantee and that a copy of any such updated Mitigation Plan will be kept on file in the City of Temecula Public Works Department.

(ii) In-perpetuity maintenance (“Long-Term Maintenance”) as described in Section 15 herein; or

(iii) Activities described in Sections 3, 4 and 6 through 9 herein.

(c) Grantor represents and warrants that there are no structures or improvements existing on the Easement Area at the time this Irrevocable Offer is executed. 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 the Conservation Easement as evidenced by the Title Report attached at EXHIBIT F hereto. The present Natural Condition of the Easement Area is evidenced in part by the depiction of the Easement Area attached on EXHIBIT G, showing all relevant and plottable property lines, easements, dedications, improvements, boundaries and major, distinct natural features such as waters of the United States. Developer has delivered further to the City evidence of the present Natural Condition to Grantee 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 Irrevocable Offer 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.

(d) If a controversy arises with respect to the present Natural Condition of the Easement Area, Grantor, Grantee, or Developer or any designees or agents of Grantor, Grantee, and Developer shall not be prevented from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term “Biological Monitor” shall mean an independent third-party consultant with knowledge of aquatic resources in the Riverside County area and expertise in the field of biology or related field.

3. **Grantee’s Rights.** To accomplish the Purpose of the Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee, effective upon the City’s transfer and assignment to Grantee of its rights under this Irrevocable Offer.

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

(b) To enter upon the Easement Area and Grantor’s Property in order to monitor compliance with and to otherwise enforce the terms of this Irrevocable Offer;

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the Purpose of the 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 that is inconsistent with the Purpose of the Conservation Easement;

(d) To require that all mineral, air, and water rights (if any) as Grantee 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 the Conservation Easement;

(e) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Irrevocable Offer; and

(f) The right to enhance native plant communities, including the removal of non-native species and the right to plant native trees and shrubs of the same type as currently existing on the Easement Area, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of the Conservation Easement and shall be performed in compliance with all applicable laws, regulations, permitting requirements, and the approved long-term management plan.

4. **Developer’s Rights.** To accomplish the Purpose of the Conservation Easement as described in Section 2, Grantor hereby grants to Developer the following rights, effective upon the recordation of this Irrevocable Offer:

(a) The right to enter the Grantor’s Property and Easement Area to conduct the activities required under the Agency Approvals and any amendments thereto, and the Mitigation Plan, and any updates thereto, to implement the Compensatory Mitigation requirements, including but not limited to the following activities: (i) remove trash and debris; (ii) excavate and regrade the surface as appropriate for detention and flow of water for wetlands; (iii) eradicate weeds and non-native plants; (iv) install and maintain irrigation system; (v) prepare the site for native seeding and planting, including amending soils; (vi) install native seeds and container plants; and (vii) maintain, restore and monitor the wetlands and buffer area.

(b) Upon receipt of Final Approval (defined in Section 8, below), Developer's right to enter the Grantor's Property and Easement Area pursuant to Subsection 4(a), above, shall cease.

5. **Prohibited Uses.** Except as provided in Section 9, any activity on or use of the Easement Area inconsistent with the Purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantee, and their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Easement Area:

(a) Unseasonable or supplemental watering except for habitat enhancement activities described in Subsection 3(f), Subsection 9(b), or the Mitigation Plan;

(b) Use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species in accordance with Subsection 9(c) of this Irrevocable offer or pursuant to the Mitigation Plan;

(c) Incompatible fire protection activities except fire prevention activities set forth in Section 9;

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

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;

(g) Residential, commercial, retail, institutional, or industrial structures or uses;

(h) Any legal or de facto division, subdivision or partitioning of the Easement Area, including a request for a certificate of compliance pursuant to the California Subdivision Map Act (California Government Code Section 66499.35);

(i) Construction, reconstruction, expansion, location, relocation, installation or placement of any building, road, wireless communication cell towers, or any other structure or improvement of any kind, or any billboard, fence, boundary marker or sign, except signs permitted in Subsection 8(b);

(j) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;

(k) Planting, gardening, introducing or dispersing non-native or exotic plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rocks, sands or other

material on or below the surface of the Easement Area, or granting or authorizing surface entry for any of these purposes;

(m) Altering the surface or general topography of the Easement Area, including but not limited to any alterations to habitat, building roads or trails, flood control work, or paving or otherwise covering any portion of the Easement Area; except as permitted by the Agency Approvals, or as necessary to implement the Mitigation Plan, or any right reserved in Section 9 or Section 15;

(n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials as set forth in Section 9(e), (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, (4) completing the Mitigation Plan, or (5) activities described in Sections 6 through 9 or Section 15. In the event that activity on the Easement Area is necessary to prevent or treat disease as listed herein, the first priority for action shall be chemical and biological methods. No invasive or non-native species shall be introduced to prevent or treat disease, unless chemical or biological methods have failed to resolve the problem and the County of Riverside Department of Environmental Health, or other agency with authority, determines that no other methods will address the problem. Removal of vegetation to prevent or treat disease shall only be allowed if chemical or biological methods have failed to resolve the problem or upon a showing that removal of vegetation is required on an emergency basis;

(o) Manipulating, impounding or altering any natural watercourse, 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;

(p) Creating, enhancing, and maintaining fuel modification zones within the Easement Area (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression) or other activities that could constitute fuel modification zones within the Easement Area;

(q) Creation of any encumbrance superior to this Irrevocable Offer, other than those encumbrances set forth in the Title Report attached as Exhibit F hereto, or the recording of any involuntary lien (which is not released within sixty (60) calendar days), or the granting of any lease, license or similar possessory interest in the Easement Area which will affect the Conservation Values of the Easement Area;

(r) Any and all activities and uses which may adversely affect the Purposes of the Conservation Easement;

(s) Any use or activity 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 use or activity in question; and

(t) No use shall be made of the Easement Area, and no activity thereon shall be permitted, that may adversely affect the Conservation Values of the Grantor's Property or otherwise interfere with the Purposes of the Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of the Conservation Easement, they are unable

to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of the Conservation Easement. Grantee may determine whether (1) proposed uses or proposed improvements not contemplated by or addressed in this Irrevocable Offer or (2) alterations in existing uses or structures, are consistent with the Purpose of the Conservation Easement.

6. **Grantor's Duties.** Grantor, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 3 of this Irrevocable Offer;

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

(c) Pursuant to Subsection 15(d), below, repair and restore damage to the Easement Area to the extent directly or indirectly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties within Grantor's control; provided, however, Grantor, its successors or assigns shall not engage in any repair or restoration work in the Easement Area without first consulting with the Grantee or its successor or assigns; and

(d) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Irrevocable Offer, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

7. **Grantee's Duties.** Effective upon the City's transfer and assignment to Grantee of its rights under this Irrevocable Offer, Grantee shall:

(a) Perform at least quarterly compliance inspections of the Easement Area, prepare an annual inspection report that documents the quarterly inspection results;

(b) Upon receipt of Final Approval, perform the Long-Term Maintenance of the Easement Area as described in Section 15;

(c) Pursuant to the requirements of Subsection 15(e), below, repair and restore damage to the Easement Area directly or indirectly caused by Grantee, Grantee's guests, representatives, employees or agents, and third parties within Grantee's control;

(d) Set aside, hold, invest and disburse adequate Maintenance and Monitoring Endowment funds (described in Section 16) in trust solely for the purposes of preserving the Conservation Values of the Easement Area under this Irrevocable Offer in perpetuity;

(e) Have a fiduciary duty to ensure the Maintenance and Monitoring Endowment held in trust for the Easement Area is properly managed in accordance with the terms of the approved endowment agreement; and

(f) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Irrevocable Offer, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

8. **Developer's Duties.** Developer shall undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan until issuance of final approval from the RWQCB confirming that Developer has successfully completed construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan ("Final Approval"). This duty is non-transferable. In addition, Developer shall:

(a) Pursuant to the requirements of Subsection 15(f), below, repair and restore damage to the Easement Area directly or indirectly caused by Developer, Developer's guests, representatives, employees or agents, and third parties within Developer's control provided, however, Developer, its successors or assigns, shall not engage in any repair or restoration work on the Easement Area without first consulting with Grantor and Grantee; and

(b) Within ninety (90) days of recordation of the Acceptance in the Official Records, erect signs and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions. Prior to erection of such signage, Developer shall have its Biological Monitor submit detailed plans showing the location and language of such signs to Grantee for review. The erection of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of the Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements; and

(c) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Irrevocable Offer, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements; and

(d) Upon receipt of Final Approval, Developer's duties under this Irrevocable Offer shall cease and Developer shall have no further obligations whatsoever with respect to the Easement Area or this Irrevocable Offer.

9. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with, the Purpose of the Conservation Easement, including the following uses:

(a) Access. Reasonable access through the Easement Area and Grantor's Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Irrevocable Offer.

(b) Habitat Enhancement Activities. Creation and enhancement of native plant communities, including the right to plant native trees and shrubs of the same type as currently existing on the Easement Area, so long as such activities do not harm the habitat types identified

in the Agency Approvals or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, Grantor shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 9, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Easement Area. 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 the Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(c) Vegetation, Debris, and Exotic Species Removal. 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. 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 the Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Irrevocable Offer is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Grantor's Property not constituting the Easement Area and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1) and (2) neither such activity nor any effect resulting from such activity amounts to a use of the Easement Area, or has an impact upon the Easement Area, that is prohibited by Section 5 above.

(e) Fire Protection. 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, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Easement Area.

10. **Enforcement.**

(a) Right to Enforce. Grantor, its successors and assigns, grant to the State of California a discretionary right to enforce this Irrevocable Offer in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Irrevocable Offer; provided, however, that no violation of this Irrevocable Offer shall result in a forfeiture or reversion of title. The State of California shall have the same rights, remedies and limitations as Grantee under this Section 10. The rights under this Section are in addition to, and do not limit rights conferred in Section 3 above, the rights of enforcement against Developer and its successors or assigns under the Agency Approvals, or any rights of the various documents created thereunder or referred to therein. The term "Party" or "Parties" as used in this Section 10 means Grantor, Developer, or Grantee, as the case may be. Grantor, Grantee, Developer and any third party beneficiaries, including the City, RWQCB, USACE, and CDFW, when implementing any remedies under this Irrevocable Offer, shall provide timely written notice to each other of any

actions taken under this section, including, but not limited to copies of all notices of violation and related correspondence.

(b) Notice of Violation. In the event that a Party or its employees, agents, contractors or invitees is in violation of the terms of this Irrevocable Offer or that a violation is threatened, the non-violating Party or Parties and/or third party beneficiaries may demand the cure of such violation. In such a case, the non-violating Party or Parties and/or third party beneficiaries shall issue a written notice to the violating Party (hereinafter “Notice of Violation”) informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the other Party and third party beneficiaries listed under Section 13 of this Irrevocable Offer.

(c) Time to Cure. The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party or Parties and/or third party beneficiaries, as the case may be, for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the notice of violation, it shall issue a written notice of such dispute (hereinafter “Notice of Dispute”) to the appropriate Party or Parties and/or third party beneficiary within thirty (30) days of receipt of written Notice of Violation.

(d) Failure to Cure. If the violating Party fails to cure the violation within the time period(s) described in Section 10(c), above, or Section 10(e)(ii), below, the non-violating Party or Parties and/or third party beneficiaries may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Irrevocable Offer. In such action, the non-violating Party or Parties and/or third party beneficiaries may:

(i) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Irrevocable Offer or for any injury to the Conservation Values of the Easement Area. The non-violating Party or Parties shall first apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(ii) 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.

(iii) Pursue and obtain 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. This remedy is expressly available notwithstanding the ability to claim damages as provided for in subdivision (i).

(iv) Otherwise enforce this Irrevocable Offer.

(e) Notice of Dispute.

(i) If the violating Party provides the non-violating Party or Parties and/or third party beneficiaries with a Notice of Dispute, as provided herein, the non-violating Party or Parties and/or third party beneficiaries shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party or Parties and/or third party beneficiaries receive the Notice of Dispute. The non-violating Party or Parties and/or third party beneficiaries shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party or Parties and/or third party beneficiaries is appropriate in light of the violation.

(ii) If, after reviewing the violating Party's Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party or Parties and/or third party beneficiaries determine that a violation has occurred, the non-violating Party or Parties and/or third party beneficiaries shall give the violating Party notice of such determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party or Parties and/or third party beneficiaries for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) Conflicting Notices of Violation.

(i) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter "Active Notice(s) of Violation") such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter "Notice of Conflict") to the non-violating Party or Parties and/or third party beneficiaries issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the appropriate non-violating Party or Parties and/or third party beneficiaries within fifteen (15) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(ii) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party or Parties and/or third party beneficiaries, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party or Parties responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure described in such notice within the time period(s) described in Section 10(c) above. Notwithstanding Section 10(g), failure to cure within said time period(s) shall entitle the non-violating Party or Parties to the remedies described in Section 10(d) and Section 10(h).

(iii) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party's ability to claim a conflict.

(g) Immediate Action. Notwithstanding anything contained herein to the contrary, in the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Area, the Party or Parties and/or third party beneficiary seeking enforcement pursuant to Section 10(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Irrevocable Offer and state and federal law. The non-violating Party or Parties may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Section 10(c). The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile, email transmission or other means and shall be copied to the other Party or Parties and/or third party beneficiaries listed in Section 13 of this Irrevocable Offer. The rights of the non-violating Party or Parties and/or third party beneficiaries under this paragraph apply equally to actual or threatened violations of the terms of this Irrevocable Offer. The violating Party agrees that the remedies at law for any violation of the terms of this Irrevocable Offer are inadequate and that the non-violating Party or Parties and third party beneficiaries shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Irrevocable Offer, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 10(g) 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 California Civil Code Section 815, et seq., inclusive.

(h) Costs of Enforcement. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Irrevocable Offer, including without limitation, the costs of suit, and attorney's fees and any costs of restoration necessitated by a Party's negligence or breach of this Irrevocable Offer, shall be borne by and recoverable against the non-prevailing party in such proceedings.

(i) Enforcement Discretion. Enforcement of the terms of this Irrevocable Offer by a Party and/or third party beneficiary shall be at the discretion of the Party and/or third party beneficiary, and any forbearance by such Party and/or third party beneficiary to exercise its rights under this Irrevocable Offer in the event of any breach of any term of this Irrevocable Offer by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the non-violating Party or Parties and third party beneficiary of such terms or of any subsequent breach of the same or any other term of this Irrevocable Offer or of any of the rights of the non-violating Party or Parties and third party beneficiary under this Irrevocable Offer. No delay or omission by the non-violating Party or Parties and/or third party beneficiaries in the exercise of any right or remedy upon any breach by the violating Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Irrevocable Offer creates a non-discretionary duty upon the non-violating Party or Parties and/or third party beneficiaries to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against the non-violating Party or Parties and/or third party beneficiaries by any third parties.

(j) Acts Beyond Grantor's Control. Nothing contained in this Irrevocable Offer shall be construed to entitle Grantee, its successors or assigns to bring any action against Grantor, its successors or assigns 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;

(ii) Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; provided that once the emergency has abated, Grantor, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area to the condition it was in immediately prior to the emergency;

(iii) Acts by Grantee, Developer or their employees, directors, officers, agents, contractors, or representatives; or

(iv) Acts of unrelated third parties (including any governmental agencies) that are beyond Grantor's control.

(v) Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Irrevocable Offer, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(k) Acts Beyond Grantee's Control. Nothing contained in this Irrevocable Offer shall be construed to entitle Grantor, its successors or assigns to bring any action against Grantee, its successors or assigns for any injury to or change in the Easement Area resulting from:

(i) Any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(ii) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes, provided that once the emergency has abated, Grantee, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area to the condition it was in immediately prior to the emergency;

(iii) Acts by Grantor, Developer or their employees, directors, officers, agents, contractors, or representatives; or

(iv) Acts of unrelated third parties (including any governmental agencies) that are beyond Grantee's control.

(v) Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Irrevocable Offer, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(l) Acts Beyond Developer's Control. Nothing contained in this Irrevocable Offer shall be construed to entitle Grantor or Grantee to bring any action against Developer for any injury to or change in the Easement Area resulting from:

(i) Any natural cause beyond Developer's control, including without limitation, fire not caused by Developer, flood, storm, and earth movement;

(ii) Any prudent action taken by Developer under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes, provided that once the emergency has abated, Developer promptly takes all reasonable and necessary actions required to restore the Easement Area to the condition it was in immediately prior to the emergency;

(iii) Acts by Grantor, Grantee or their employees, directors, officers, agents, contractors, or representatives; or

(iv) Acts of third parties (including any governmental agencies) that are beyond Developer's control.

(v) Notwithstanding the foregoing, Developer must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Irrevocable Offer, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(m) Use of Maintenance and Monitoring Endowment. If a court of competent jurisdiction determines that there has been a violation of any term of this Irrevocable Offer:

(i) Funds from the Maintenance and Monitoring Endowment which was created to manage the Easement Area cannot be used to pay damages awarded as part of the judgment; and

(ii) Funds from the Maintenance and Monitoring Endowment which was created to manage the Easement Area cannot be used to restore the Easement Area to the condition in which it existed prior to the violation.

11. **Access.** This Irrevocable Offer does not convey a general right of access to the public or a general right of access to the Easement Area.

12. **Costs and Liabilities.**

(a) Grantor, its successors and assigns shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance pursuant to Section 15) of the Grantor's Property. Grantor agrees Grantee shall not have any duty or responsibility for the operation, upkeep, or maintenance (except for those duties required of Grantee by the Long-Term Maintenance pursuant to Section 15) of the Grantor's 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

Grantor's Property. Grantor, its successor or assign, and Grantee each are responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.]

(b) Hold Harmless. Grantor, and its successors and assigns shall hold harmless, protect, defend and indemnify City, Developer and Grantee and their respective directors, councilmember, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them ("Indemnified Party" and collectively "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") which are in contravention of this Irrevocable Offer, arising from or in any way connected with: 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 area of the Grantor's Property not constituting the Easement Area regardless of cause unless caused by the negligence or willful misconduct of any of the Indemnified Parties.

(c) Taxes, No Liens. Grantor and its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Grantor's Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Irrevocable Offer, and shall furnish Grantee with satisfactory evidence of payment, if assessed, upon request. Grantor, Grantee, and their successors and assigns shall keep the Easement Area free from any liens. Should either Grantor's work or Grantee's work in or upon the Easement Area result in a lien on the Easement Area, Grantor or Grantee, as the case may be, shall take all steps required to have said lien removed from the Easement Area.

(d) Condemnation. Pursuant to California Code of Civil Procedure Section 1240.055, this Irrevocable Offer 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 California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Easement Area, if at all, only as provided in California Code of Civil Procedure Section 1240.055. If any person seeks to acquire the Easement Area for public use, Grantee shall comply with all obligations of the holder of a conservation easement under California 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 California Government Code Section 65966(j).

(e) Subsequent Transfers.

(i) By City and Grantee. This Irrevocable Offer is transferable by City as provided above. This Irrevocable Offer is also transferrable by Grantee, but Grantee may assign its rights and delegate obligations under this Irrevocable Offer only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and California Government Code Section 65965-65968 (or any successor provision(s) then applicable) and only with the prior written approval of City or RWQCB, which

approval shall not be unreasonably withheld, conditioned or delayed. Grantor expressly agrees and acknowledges that the City may take any action required to transfer to Grantee the City's rights pursuant to this Irrevocable Offer without obtaining prior written approval from Grantor. Grantee shall give Grantor at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee shall record the assignment in the Official Records. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Irrevocable Offer or limit its enforcement in any way. Unless otherwise agreed by City or RWQCB and Grantee, along with such transfer of this Irrevocable Offer, Grantee shall transfer any funding remaining in the Maintenance and Monitoring Endowment and Legal Enforcement and Defense Fund it is then holding for purposes of this Irrevocable Offer to a qualified endowment holder under California Government Code Section 65965 et seq., after satisfying all outstanding contracts and obligations on those funds. Any transfer under this Section is subject to the requirements of Subsection 19(n).

(ii) Dissolution of Grantee. Grantee shall immediately transfer the Conservation Easement and deliver any Maintenance and Monitoring Endowment and Legal Enforcement and Defense Fund funds it is then holding for purposes of this Irrevocable Offer, to an entity or other non-profit organization in accordance with Subsection 12(e)(i) above, if any of the following occurs:

(iii) Grantee dissolves;

(iv) Grantee is the subject of a voluntary or involuntary petition in bankruptcy;

(v) Grantee is unable to carry out its obligations under this Conservation Easement; or

(vi) City or RWQCB reasonably determines that the Maintenance and Monitoring Endowment held by Grantee, or its successor entity, are not being held, managed, invested, or disbursed for conservation purposes and consistent with this Irrevocable Offer and legal requirements.

(f) By Grantor.

(i) Covenant Running with the Land. The covenants, conditions, and restrictions contained in this Irrevocable Offer are intended to and shall run with the land and bind all future owners of any interest in the Easement Area. Grantor, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Irrevocable Offer in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Irrevocable Offer. Grantor, its successor and assign agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign, or Grantee to perform any act provided in this Section 12 shall not impair the validity of this Irrevocable Offer or limit its enforceability in any way, and Grantor, its successors or assigns assume any liability relating to transfer(s) or assignment(s) to bona fide purchasers without notice

of the existence or terms of this Irrevocable Offer. Any transfer under this Section is subject to the requirements of Subsection 19(n).

(ii) From and after the date of any transfer of all or any portion 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 to the portion transferred, as set forth in this Irrevocable Offer, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Subsection 19(g), and (iv) all references to Grantor in this Irrevocable Offer shall thereafter be deemed to refer to such transferee.

(g) Additional Interests. Grantor, its successors and assigns shall not change any existing easements or other existing interests in the Easement Area or grant additional easements or other interests in the surface or subsurface of the Easement Area, or interest of any type (other than a security interest that is subordinate to this Irrevocable Offer), or grant or otherwise abandon any water agreement relating to the Easement Area, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Irrevocable Offer or may impair or interfere with the Conservation Values of the Easement Area. This section shall not prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Irrevocable Offer and complies with this Section 12 [Please confirm], as applicable. Grantor, its successors and assigns shall record any additional easements or other interests in the Official Records and shall provide a copy of the recorded document to Grantee.

13. **Notices.** All notices and demands will be given in writing by personal delivery, certified mail, postage prepaid, and return receipt requested, or by Federal Express or other overnight carrier. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express or other overnight carrier. The Parties will address such notices as provided below or as may be amended by written notice:

GRANTOR: Lam Ngo and Huyen Lam Tran
13341 Wilson Street
Garden Grove, California 92844

CITY: City of Temecula
41000 Main Street
Temecula, California 92590
Attention: Aaron Adams, City Manager

COPY TO: Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Attention: Peter M. Thorson, City Attorney

GRANTEE: Fallbrook Land Conservancy, a California non-profit corporation
1815 S. Stagecoach Lane
Fallbrook, California 92028
Attention: Karla Standridge, Executive Director

DEVELOPER: To Woodside 05S, LP:
Woodside 05S, LP
Attention: Trent Heiner
1250 Corona Pointe #500,
Corona, California 92879

With a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
One American Plaza
600 West Broadway, 27th Floor
San Diego, California 92101-0903
Attention: Jeffrey A. Chine, Esq.

To Wingsweep:
Wingsweep Corporation
Attention: Joseph T. Gauthier, Esq.
c/o UNICOM PLAZA, Suite 310
15535 San Fernando Mission Boulevard
Mission Hills, California 91345

If the Conservation Easement is assigned, the assignment document shall update the Notices provisions. When the underlying fee for the Easement Area is conveyed, the successor shall record a document entitled Conservation Easement/Change of Notices Provisions.

14. **Amendment.** Grantor, Grantee, City (while City is a party to this Irrevocable Offer), and Developer (while Developer is a party to this Irrevocable Offer) may amend this Irrevocable Offer only by mutual written agreement. Any such amendment shall be consistent with the Purpose of the Conservation Easement and shall not affect its perpetual duration. City (while City is a party to this Irrevocable Offer) shall record any amendments to this Irrevocable Offer approved by Developer (while Developer is a party to this Irrevocable Offer) and the Grantee in the Official Records and shall provide a copy of the recorded document to the Grantor, Grantee, and if applicable, Developer. Grantee (after City's rights to the Irrevocable Offer are assigned to Grantee) shall record any amendments to this Irrevocable Offer approved by the City or RWQCB in the Official Records and shall provide a copy of the recorded document to the Grantor and City. Grantor expressly agrees and acknowledges that Grantor will execute an amendment to this Irrevocable Offer after the City accepts the Irrevocable Offer of the Conservation Easement to incorporate any updated Exhibits and/or terms of the Irrevocable Offer.

15. **Long-Term Maintenance.**

(a) Grantee's Responsibilities for Maintenance and Management. Grantee, its successors and assigns shall be responsible for in-perpetuity, ongoing, long-term maintenance and management of the Easement Area. Grantee, its successors and assigns shall be responsible for in-perpetuity, ongoing, long-term maintenance and management of the Easement Area in accordance with the "Nicolas Road/Calle Girasol Intersection Improvements Project Long-term Management Plan" prepared by HELIX Environmental Planning dated June 2023. A copy of the title page is attached at EXHIBIT H.

(b) Restoration Responsibilities. Grantor, Grantee, Developer, and their successors and assigns shall each individually be obligated to repair, remediate, or restore the Easement Area damaged by any activities prohibited by Section 5 herein to the extent Grantor, Grantee, Developer, and/or their successors and assigns is responsible therefor.

(c) Annual Reporting. Grantee, its successors and assigns shall prepare an annual monitoring and maintenance report documenting activities performed under Subsection 15(a) above, and shall make such report available to Grantor upon request.

(d) Grantor Restoration. When activities are performed pursuant to Subsection 15(b) and to the extent Grantor is responsible, Grantee, its successors and assigns, shall retain, at Grantor's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantee shall have its Biological Monitor submit a draft Restoration Plan to Grantor for review prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to Grantor within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Grantor shall be responsible for compensating and/or reimbursing Biological Monitor and Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice.

(e) Grantee Restoration. When activities are performed pursuant to Subsection 15(b) for which Grantee is responsible, Grantee shall retain, at Grantee's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented.

(f) Developer Restoration. When activities are performed pursuant to Subsection 15(b) for which Developer is responsible, Grantee shall retain, at Developer's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report. Grantee, its successors or assigns, and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Developer shall be responsible for compensating and/or reimbursing Biological Monitor and Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice.

(g) Force Majeure. If any party to this Irrevocable Offer is delayed, hindered in or prevented from the performance of any act required under this Irrevocable Offer by reason of strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations which is not the result of the action or inaction of the party claiming such delay), riots, civil commotions, war, earthquake, fire, flood or other casualty or natural disaster, and other causes beyond the reasonable control of the party delayed in performing work or doing acts required under the provisions of this Irrevocable Offer, then performance of such act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. The provisions of this Subsection 15(g) will not operate to excuse a party from any payment required under the provisions of this Irrevocable Offer.

16. **Funding.**

(a) Initial Financing Requirement. Prior to or concurrent with the City's recordation of the Certificate of Acceptance of the Irrevocable Offer of the Conservation Easement in the Official Records, Developer shall disburse to Grantee a check in the amount of Four Thousand Dollars (\$4,000.00) ("Initial Financial Requirement"), which Initial Financial Requirement is for the purpose of reimbursing Grantee for its cost and expenses incurred in connection with Grantee's acceptance of the rights and obligations under the Conservation Easement, and for fulfilling certain of Grantee's obligations hereunder for up to the first three (3) years following the date of this Irrevocable Offer.

(b) Permanent Endowment. In addition to the Initial Financial Requirement and in accordance with the endowment agreement, prior to or concurrent with the City's recordation of the Certificate of Acceptance of the Irrevocable Offer of Dedication of the Conservation Easement in the Official Records, Developer shall pay to Grantee an endowment in the amount of Three Hundred Thirty-Five Thousand Eight Hundred Sixty-Five and 98/100 Dollars (\$335,865.98) ("Maintenance and Monitoring Endowment"). The Maintenance and Monitoring Endowment is for the purpose of fulfilling Grantee's obligations under this Irrevocable Offer.

(c) Legal Enforcement and Defense Fund. Prior to or within thirty (30) days of the City's recordation of the Irrevocable Offer of Dedication of the Conservation Easement in the Official Records, Developer shall disburse to Grantee a check for the legal enforcement and defense fund in the amount of Six Thousand Seven Hundred Seventeen and 32/100 Dollars (\$6,717.32) ("Legal Enforcement and Defense Fund").

17. Recordation. City's consent to recordation of this Irrevocable Offer and its Acceptance of the Offer of Dedication for Conservation Easement as provided herein and the recordation of said documents in the Official Records constitutes notice of the rights granted by Grantor to the City and Grantee pursuant to this Irrevocable Offer. After the City's recordation of the Certificate of Acceptance in substantially the form attached as EXHIBIT D hereto, Grantee may record such documents that Grantee deems necessary to preserve its rights in this Irrevocable Offer. Grantor agrees to execute any amendments necessary to effectuate Grantee's rights in connection with the Conservation Easement.

18. **Estoppel Certificate**. Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document, including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Irrevocable Offer and otherwise evidences the status of this Irrevocable Offer as may be requested by Grantor, its successors and assigns.

19. **General Provisions**.

(a) Controlling Law. The laws of the State of California shall govern the interpretation and performance of this Irrevocable Offer.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Irrevocable Offer shall be liberally construed in favor of and to accomplish the Purpose of this Irrevocable Offer and the policy and purpose set forth in California Civil Code Section 815, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Irrevocable Offer 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 Irrevocable Offer, such action shall not affect the remainder of this Irrevocable Offer. If a court of competent jurisdiction voids or invalidates the application of any provision of this Irrevocable Offer to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements 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 17.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Irrevocable Offer shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area. Grantor's successors are expressly bound by the obligations of Grantor herein with respect to the area comprising the Conservation Easement, including any obligations to cooperate with the City, Developer, and Grantee to execute any amendments necessary to effectuate Grantee's rights in connection with the Conservation Easement and to update any amendments to this Irrevocable Offer.

(g) Termination of Rights and Obligations. Provided the transfer was consistent with the terms of this Irrevocable Offer, a party's rights and obligations under this Irrevocable Offer shall terminate upon transfer of the party's interest in the Conservation Easement or Easement Area, except that liability for acts or omissions 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) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Exhibits. All Exhibits referred to in this Irrevocable Offer are attached and incorporated herein by reference.

(k) No Hazardous Materials Liability.

(i) Grantor represents and warrants to Grantee 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 Grantor's Property, or transported to or from or affecting the Grantor's Property.

(ii) Without limiting the obligations of Grantor herein, Grantor hereby releases and agrees to indemnify, protect, defend and hold harmless the Indemnified Parties (defined in Subsection 11(b)) against any and all Claims (defined in Subsection 11(b)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Grantor's Property at any time, except that this release and indemnification shall be inapplicable to the Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by the Indemnified Parties, as applicable. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

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

(i) The obligations or liabilities 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”);

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

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

(iv) The right to investigate and remediate any Hazardous Materials associated with the Grantor’s Property unless said investigation or remediation is related to the investigation or remediation of the Easement Area; or

(v) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Grantor’s Property unless said investigation or remediation by Grantor is related to the Easement Area.

(1) 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; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

(2) The term “Environmental Laws” includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor and Grantee represents, warrants and covenants to each other that Grantor and Grantee’s activities upon and use of the Easement Area will comply with all Environmental Laws.

(m) Extinguishment. If circumstances arise in the future that render the Purpose of the Conservation Easement impossible to accomplish, this Irrevocable Offer can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(n) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Grantor’s Property; that the Grantor’s Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Grantor’s Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Irrevocable Offer and which have not been

expressly subordinated to this Irrevocable Offer by a written, recorded Subordination Agreement approved by Grantee.

(o) No Merger. The doctrine of merger shall not operate to extinguish this Irrevocable Offer if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor and Grantee otherwise agree in writing, a replacement conservation easement containing the same protections embodied in this Irrevocable Offer shall be recorded against the Easement Area.

(p) Change of Conditions. If one or more of the Purposes of the Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Irrevocable Offer or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Irrevocable Offer.

[REMAINDER LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Developer have executed this Irrevocable Offer as of the date set forth below and have agreed to be bound by the terms and provisions hereof.

GRANTOR [notarization required]:

**LAM NGO AND HUYEN LAM TRAN,
husband and wife as joint tenants**

Dated: _____

Lam Ngo

Dated: _____

Huyen Lam Tran

,

DEVELOPER [notarization required]

**Woodside 05S, LP,
a California limited partnership**

Dated: _____

By: WDS GP, Inc.,
A California corporation,
Its general partner

By: _____

Name: _____

Title: _____

**Wingsweep Corporation,
a California corporation**

Dated: _____

Corry Hong
President and Chief Executive Officer

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)

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
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the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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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.

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WITNESS my hand and official seal.

Signature _____

(Seal)

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County of _____)

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(insert name of notary)

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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.

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the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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)

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)

CITY OF TEMECULA
Office of the City Clerk
41000 Main Street, Temecula, California 92590

**CONSENT TO RECORDATION PURSUANT TO
GOVERNMENT CODE SECTION 7050**

This is to certify that the City of Temecula, a California municipal corporation, hereby consents to the recordation of the attached “IRREVOCABLE OFFER OF DEDICATION OF REAL PROPERTY PURSUANT TO GOVERNMENT CODE SECTION 7050 (CONSERVATION EASEMENT)” pursuant to Government Code Section 7050. The purpose of this Consent to Recordation is to provide record notice of said Irrevocable Offer of Dedication.

Pursuant to Government Code Section 7050, said offer of dedication is irrevocable and may be accepted by the City of Temecula at any time. Any such acceptance will require formal action by the City Council of the City of Temecula. The City of Temecula shall neither incur any liability nor assume any responsibility for the real property interests described in said Irrevocable Offer of Dedication until such time as the City of Temecula accepts the Conservation Easement by formal action. Further, pursuant to the terms of the IRREVOCABLE OFFER OF DEDICATION OF REAL PROPERTY PURSUANT TO GOVERNMENT CODE SECTION 7050 (CONSERVATION EASEMENT), the City of Temecula may transfer its interest in said Irrevocable Offer Of Dedication and Conservation Easement after acceptance,

Dated: _____

CITY OF TEMECULA, a California municipal
corporation

Aaron Adams, City Manager

ATTEST:

By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PRELIMINARY REPORT
Your Reference: Koripaugh Project

Fidelity National Title Company
Order No.: 989-25008238-A-SG4

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TEMECULA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 3 OF [PARCEL MAP NO. 18022](#), IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 112, PAGES 28 AND 29 OF PARCEL MAPS](#), RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 957-090-022-2](#)

EXHIBIT B

LEGAL DESCRIPTION OF CONSERVATION EASEMENT

**EXHIBIT A TO EXHIBIT D
LEGAL DESCRIPTION OF CONSERVATION EASEMENT
APN: 957-090-022
NGO/TRAN PROPERTY**

That portion of Parcel 3 of Parcel Map No. 18022, in the City of Temecula, County of Riverside, State of California, as shown on the Map recorded in Book 112, Pages 28 and 29 of Parcel Maps, in the Office of the County Recorder of said Riverside County, described as follows:

COMMENCING at the southwesterly corner of said Parcel 3, said point being on the northerly Right of Way line of Nicolas Road (55.00 foot half-width);

Thence along the westerly line of said Parcel 3 North 09°10'13" West 45.00 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said westerly line North 09°10'13" West 70.48 feet;

Thence leaving said westerly line North 49°27'43" East 324.31 feet;

Thence North 81°24'24" East 39.37 feet to the easterly line of said Parcel 3;

Thence along said easterly line South 08°10'35" East 144.72 feet;

Thence leaving said easterly line South 82°07'37" West 31.88 feet;

Thence South 08°42'10" East 111.13 feet;

Thence South 83°17'39" West 76.48 feet;

Thence South 85°24'51" West 152.81 feet;

Thence South 81°36'16" West 52.27 feet to the **TRUE POINT OF BEGINNING**.

Containing 1.17 Acres, or 51,003 Square Feet, more or less

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566

Date: 9/2/20



Michael Baker International
40810 County Center Drive, Suite 200
Temecula, CA 92591

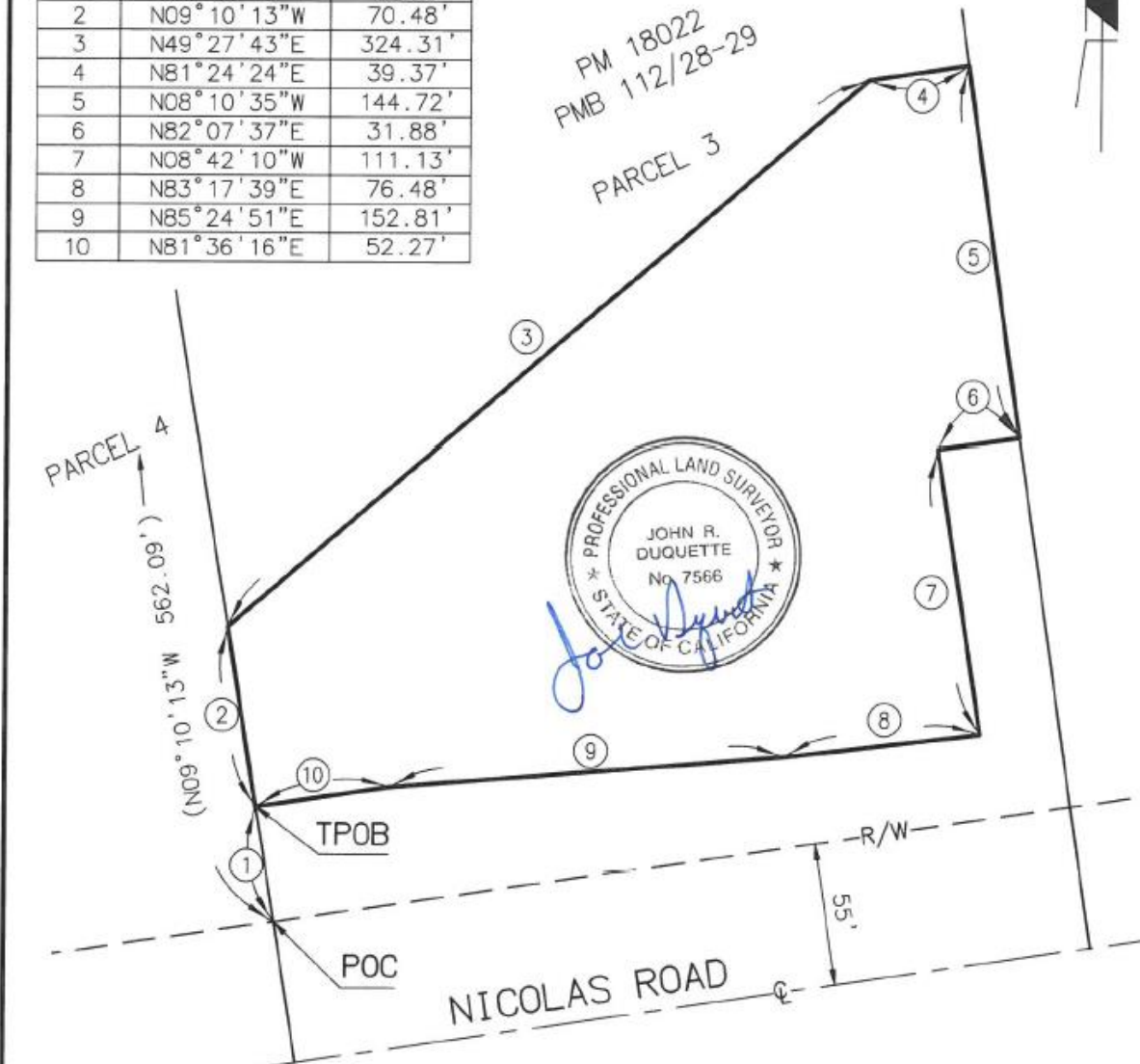
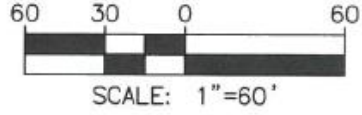
September 2, 2020
JN 175051
Page 1 of 1

EXHIBIT C

DEPICTION OF CONSERVATION EASEMENT

CONSERVATION EASEMENT
APN: 957-090-022
NGO/TRAN PROPERTY

DATA TABLE		
(NO)	BEARING/DELTA	LENGTH
1	N09° 10' 13" W	45.00'
2	N09° 10' 13" W	70.48'
3	N49° 27' 43" E	324.31'
4	N81° 24' 24" E	39.37'
5	N08° 10' 35" W	144.72'
6	N82° 07' 37" E	31.88'
7	N08° 42' 10" W	111.13'
8	N83° 17' 39" E	76.48'
9	N85° 24' 51" E	152.81'
10	N81° 36' 16" E	52.27'



POC = POINT OF COMMENCEMENT
 TPOB = TRUE POINT OF BEGINNING
 () = INDICATES RECORD DATA PER
 PM 18022, PMB 112/28-29

SHEET 1 OF 1

Michael Baker
INTERNATIONAL

\\TERADATA1\BKA\BKA2007\COM\PROJECTS\957-090-022\CONSERVING - 2010 - BLANCA - 9/3/2020 7:42 AM

EXHIBIT D

FORM OF CERTIFICATE OF ACCEPTANCE

Recording Requested by and when recorded
return to:

CITY OF TEMECULA
Attention: City Clerk
41000 Main Street
Temecula, California 92590

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

Assessor's Parcel No. 957-090-022 [X] Portions

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Temecula and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

**CERTIFICATE OF ACCEPTANCE OF DEDICATION OF CONSERVATION
EASEMENT**

(Government Code Section 27281)

The City of Temecula, a California municipal corporation ("City"), hereby accepts the irrevocable offer of dedication for the Conservation Easement, and all uses necessary or convenient thereto made by Lam Ngo and Huyen Lam Tran, husband and wife as joint tenants (collectively "Grantor") in favor of the City in that certain IRREVOCABLE OFFER OF DEDICATION OF EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 (CONSERVATION EASEMENT) dated _____ and recorded in the Official Records of the County of Riverside on _____ as Document No. _____.

The City hereby certifies that it accepts the dedication of the Conservation Easement, and all uses necessary or convenient thereto described on EXHIBIT B and depicted on EXHIBIT C to said IRREVOCABLE OFFER OF DEDICATION OF EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 (CONSERVATION EASEMENT), and incorporated herein by this reference, on behalf of the public for conservation easement purposes pursuant to the authority granted by the City Council of the City of Temecula by Resolution No. _____.

On _____, the City Council adopted Resolution No. _____ accepting said irrevocable offer of dedication of the Conservation Easement pursuant to Government Code Section 7050 and authorized the City Manager to execute the Certificate of Acceptance. Pursuant to the terms of the IRREVOCABLE OFFER OF DEDICATION OF EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 (CONSERVATION EASEMENT), the City is

authorized to transfer its interest to Grantee FALLBROOK LAND CONSERVANCY, a California non-profit corporation at any time after the recordation of this Certificate of Acceptance.

CITY OF TEMECULA, a California municipal corporation

Dated: _____

By: _____
Aaron Adams

EXHIBIT E

COVER PAGE OF MITIGATION PLAN
Mitigation Plan on file in Public Works Department of City of Temecula



Nicolas – Calle Girasol Road and
Channel Improvements Project

Habitat Mitigation and Monitoring Plan

August 21, 2019 | RVR-03

Prepared for:

Roripaugh Ranch JDA
c/o Decatur Advisors LLC
PO Box 2016
Carlsbad, CA 92018

Prepared by:

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942

EXHIBIT F

TITLE REPORT

[NOTE: The attached Title Report is dated April 7, 2020. This Exhibit will be updated at the time of Acceptance.]



Fidelity National Title Company
4210 Riverwalk Parkway, Suite 100, Riverside, CA 92505
Phone: (951) 710-5900 • Fax: (951) 710-5955

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: Steven Gomez/Andrew Margo (BS-RIV)
Escrow Officer: Builder Services OAC

Order No.: 989-25008238-A-SG4

TO:
Decatur Advisors LLC
P.O. Box 2016
Carlsbad, CA 92018

ATTN: Thomas A. Fuller
YOUR REFERENCE: Roripaugh Project

PROPERTY ADDRESS: 31249 Indian Summer Road, Temecula, CA

AMENDED PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



Fidelity National Title Company

4210 Riverwalk Parkway, Suite 100, Riverside, CA 92505
Phone: (951) 710-5900 • Fax: (951) 710-5955

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: April 7, 2020 at 7:30 a.m., Amended: April 15, 2020, Amendment No. A

ORDER NO.: 989-25008238-A-SG4

The form of policy or policies of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06)

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

A FEE

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

LAM NGO AND HUYEN LAM TRAN, husband and wife as joint tenants

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
Your Reference: Roripaugh Project

Fidelity National Title Company
Order No.: 989-25008238-A-SG4

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TEMECULA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 3 OF [PARCEL MAP NO. 18022](#), IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 112, PAGES 28 AND 29 OF PARCEL MAPS](#), RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 957-090-022-2](#)

EXCEPTIONS

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

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.: 957-090-022-2
Fiscal Year: 2019-2020
1st Installment: \$1,961.38, DELINQUENT
2nd Installment: \$1,999.44, DELINQUENT
Homeowners Exemption: \$0.00
Code Area: 013-016

C. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2015-2016.

APN No.: 957-090-022-2

Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:

Amount: \$15,726.56, by April 30, 2020

D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

E. The herein described land lies within the boundaries of Community Facilities District No. 88-4 as disclosed by "Notice of Special Tax Authorization" recorded September 21, 1988 as [Instrument No. 272180 of Official Records](#).

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. The fact that all natural watercourses as shown on said Parcel Map must be kept free of all buildings, obstructions and encroachments by land fills.

3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 06, 1968

[Recording No: 119487 of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

EXCEPTIONS
(Continued)

Modification(s) of said covenants, conditions and restrictions

Recording Date: January 02, 1969
Recording No: [110 of Official Records](#)

and Recording Date: October 02, 1969
and Recording No: [101054 of Official Records](#)

and Recording Date: December 22, 1970
and Recording No: [128173 of Official Records](#)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: Underground telephone, telegraph communications and electric lines
Recording Date: March 11, 1969
Recording No: [23694 of Official Records](#)
Affects: Underlying property

5. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by [said map/plat](#).

Affects: Nicolas Road

6. Environmental Constraint Sheet as set forth in a document and as revealed by the recital on the map, both as set forth below:

Map - Recording No.: [Parcel Map No. 18022](#)

7. Matters contained in that certain document

Entitled: Agency Agreement No. 1761
Dated: January 14, 1988
Executed by: Kar Ming Wong and Aigen D. Wong and Rancho California Water District, a public corporation
Recording Date: March 22, 1988
Recording No: [1988-74107 of Official Records](#)

Reference is hereby made to said document for full particulars.

8. A lien for the amount shown below and any other amounts due,

Amount: \$317.77
Claimant: Rancho California Water District
Nature of Claim: Delinquent water charges
Recording Date: October 07, 2013
Recording No: [2013-0482130 of Official Records](#)

9. Intentionally Deleted

EXCEPTIONS
(Continued)

10. A lien for the amount shown below and any other amounts due,

Amount: \$463.38
Claimant: Rancho California Water District
Nature of Claim: Delinquent water charges
Recording Date: June 23, 2016
Recording No: [2016-0257557 of Official Records](#)

11. A lien for the amount shown below and any other amounts due,

Amount: \$463.38
Claimant: Rancho California Water District
Nature of Claim: Delinquent water charges
Recording Date: June 23, 2016
Recording No: [2016-0257558 of Official Records](#)

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

13. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

14. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
2. There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

Steven Gomez/Andrew Margo (BS-RIV)/ahl

EXHIBIT G

CURRENT NATURAL CONDITION OF THE EASEMENT AREA

(Exhibit depicting Current Natural Condition of the
Easement Area will be Provided at Time of Acceptance)

EXHIBIT H

COVER PAGE OF LONG-TERM MANAGEMENT PLAN

Copy of Long Term Management Plan on File in City of Temecula Public Works Department



Nicolas Road/Calle Girasol
Intersection Improvements
Project
Long-term Management Plan

August 2020 | RVR-03

Prepared for:

Roripaugh Ranch JDA Owners
c/o Decatur Advisors LLC
PO Box 2016
Carlsbad, CA 92018

Prepared by:

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
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