

Recording Requested by and when
Recorded Mail this Deed to:

ORANGE COUNTY WATER DISTRICT
18700 Ward Street
P. O. Box 8300
Fountain Valley, CA 92728-8300

Exempt from Fee--Public Agency
(Government Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the

ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended ("Grantor" herein), and its successors and assigns,

hereby **GRANTS AND CONVEYS** to the

MCEB, LLC, a California limited liability company ("Grantee" herein) and its successors and assigns,

a non-exclusive perpetual easement and right-of-way to install, construct, reconstruct, remove, replace, inspect, maintain, operate, and improve a subsurface storm drain and appurtenants (hereinafter, the "Easement Area"), in, on, along and under the real property situated in the City of Anaheim, County of Orange, State of California, and more particularly described in Exhibit "A" to this deed, including ingress and egress to the Easement Area. A plat depicting the Easement Area is attached hereto as Exhibit "B."

AGREEMENT

1. The rights being granted herein include the right to enter upon the Easement Area and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by Grantee or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with Grantee, its successors and assigns, wherever and whenever necessary for the purpose of constructing, reconstructing, inspecting, maintaining, repairing, using and operating the subsurface storm drain consisting of a storm drain box and pipeline (hereinafter, collectively the "Storm Drain"), at Grantee's sole cost and expense.

It is understood and agreed that the easements and right-of-way granted herein are subject to the rights of Grantor, its successors, assigns, officers, agents, employees, persons or entities under contract with Grantor, its invitees, lessees and licensees to use the surface of the land within the boundaries of the Easement Area in any and all ways not inconsistent with the non-exclusive rights granted hereby. Grantee

may enter the Easement Area for those purposes as stated in this Paragraph. Grantee shall notify Grantor at least 30 days in advance of any activity within the Easement Area prior to commencing work.

2. Easement Fee: Grantee shall pay to Grantor the sum of **FIVE HUNDRED Dollars** (\$500.00) for the use of the Easement Area upon execution of this Easement Deed.

3. Indemnification: Irrespective of any insurance carried by Grantee for the benefit of Grantor, and notwithstanding any other provision of this Easement to the contrary, Grantee shall indemnify and hold Grantor, its officers, directors, employees, invitees, and representatives harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent or contractor of Grantee) in any way arising out of or in connection with this Easement, the operations carried on by Grantee on the Easement Areas or any lands to which Grantee has access hereunder, or the occupation or use of the Easement Areas by Grantee or any person or entity holding under Grantee whether or not there is concurrent active or passive negligence on the part of Grantor, and/or acts for which the Grantor would be held strictly liable, but excluding the sole active negligence and willful misconduct of Grantor. In connection therewith:

3.1 Grantee shall defend and hold the Grantor, its officers, employees, agents, invitees, and representatives, harmless from any actions, claims, damages, penalties, obligations, or liabilities, whether caused in whole or in part by the Grantor's active or passive negligence, and/or acts for which the Grantor would be held strictly liable, but excluding any claims, damages, penalties, obligations or liabilities that result from the sole active negligence or willful misconduct of the Grantor, its officers, employees, agents, or representatives, and Grantee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

3.2 Grantee shall promptly pay any judgment rendered against Grantee or Grantor covering any of such claims, damages, penalties, obligations, or activities hereunder, and hold and save Grantor harmless therefrom, whether such claims were caused in whole or in part by the Grantor's active or passive negligence, and/or acts for which the Grantor would be held strictly liable, but excluding the sole active negligence and willful misconduct of Grantor.

3.3 In the event Grantor is made a party to any action or proceeding filed or prosecuted for damages or other claims arising out of or in connection with the possession or use of the Easement Areas by Grantee or any person holding under Grantee, or the activities of Grantee under this Easement, Grantee shall pay to Grantor any and all costs and expenses incurred by Grantor in any such action or proceeding, together with reasonable attorneys' fees.

4. Removal and/or Abandonment: At the expiration, termination, or abandonment of the Easement, Grantor may elect in writing to Grantee not to retain the Storm Drain, in which case Grantee agrees to remove all structures and/or improvements from the Easement Area at Grantee's sole cost and expense, fill the land to grade, compact the soils to 90% compaction rate, and repave the Anaheim Coves Trail, within the area disturbed by removal of the Storm Drain, to the state that existed prior to the removal of the Storm Drain. Prior to the removal of any structures and/or improvements, Grantee shall submit removal plans and obtain the prior written consent of Grantor's General Manager or his

9. Integration, Construction and Amendment: This Easement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This Easement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Grantor and Grantee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this Easement, signed by all of the parties hereto.

10. Warranty of Authority: Each officer of Grantor and Grantee affixing his or her signature to this Easement warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions therein, that his or her respective party has the full legal right, power, capacity and authority to enter into this Easement and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

11. Headings: The titles and headings of Sections and Paragraphs of this Easement, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this Easement, or to control, limit or modify any of the terms, covenants or conditions hereof.

12. Time of Essence: Time is of the essence of this Easement. Failure to comply with any requirement, including but not limited to any time requirement, of this Easement shall constitute a material breach of this Easement.

13. Successors: This easement and the provisions contained herein shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

14. Partial Invalidity: If any term, covenant, condition or provision of this Easement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other terms, covenant, condition or provision contained in this Easement.

15. Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations here under and to carry out the intent of the parties hereto.

16. Attorney's Fees: Subject to any other provision stated herein, in any action or proceeding between the parties hereto seeking interpretation or enforcement of any of the terms and provisions of this Easement or in connection with the Easement Area, the prevailing party in such action or proceeding shall be entitled to have and to recover from the other party its reasonable attorney's fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court cost.

17. Grantee's Obligation to Maintain Easement Area: Grantee shall maintain the Easement Area in a neat, clean and sanitary condition, substantially in the same condition as it was prior to Grantee's entry into the Easement Area, whenever Grantee enters the Easement Area to construct or maintain the Storm Drain as stated in this Easement Deed. Grantee shall comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein.

18. Termination of Easement: At such time as when Grantee or its successors and assigns determines that the easement is no longer needed, Grantee or its successors and assigns shall, execute and deliver to Grantor for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of the easement granted in this deed.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been executed on _____, 2015.

“GRANTEE”

MCEB, LLC, a California limited liability company

By: _____
Elsa Ebro-McCafferty,
Managing Member

By: _____

Title: _____

“GRANTOR”

ORANGE COUNTY WATER DISTRICT
political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

By: _____
Cathy Green, President

By: _____
Michael R. Markus, P.E., General Manager

**APPROVED AS TO FORM
RUTAN AND TUCKER LLP:**

By: _____
General Counsel, Orange
County Water District

EXHIBIT “A”
(LEGAL DESCRIPTION)

A STRIP OF LAND 10 FEET IN WIDTH LYING WITHIN THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, BEING IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE FURTHER DESCRIBED AS FOLLOWS:

COMMENCING FROM THE MOST SOUTHERLY POINT OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED AS INSTRUMENT NUMBER 201400328520, OFFICIAL RECORDS OF ORANGE COUNTY CALIFORNIA, SAID POINT ALSO BEING LOCATED ON A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 220.00 FEET; THENCE ALONG THE CURVE OF SAID GRANT DEED, NORTHEASTERLY 85.46 FEET THROUGH A CENTRAL ANGLE 22°15'24" TO THE POINT OF BEGINNING; THENCE SOUTH 49°15'43" EAST 83.00 FEET.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS APPROXIMATELY 830 SQUARE FEET

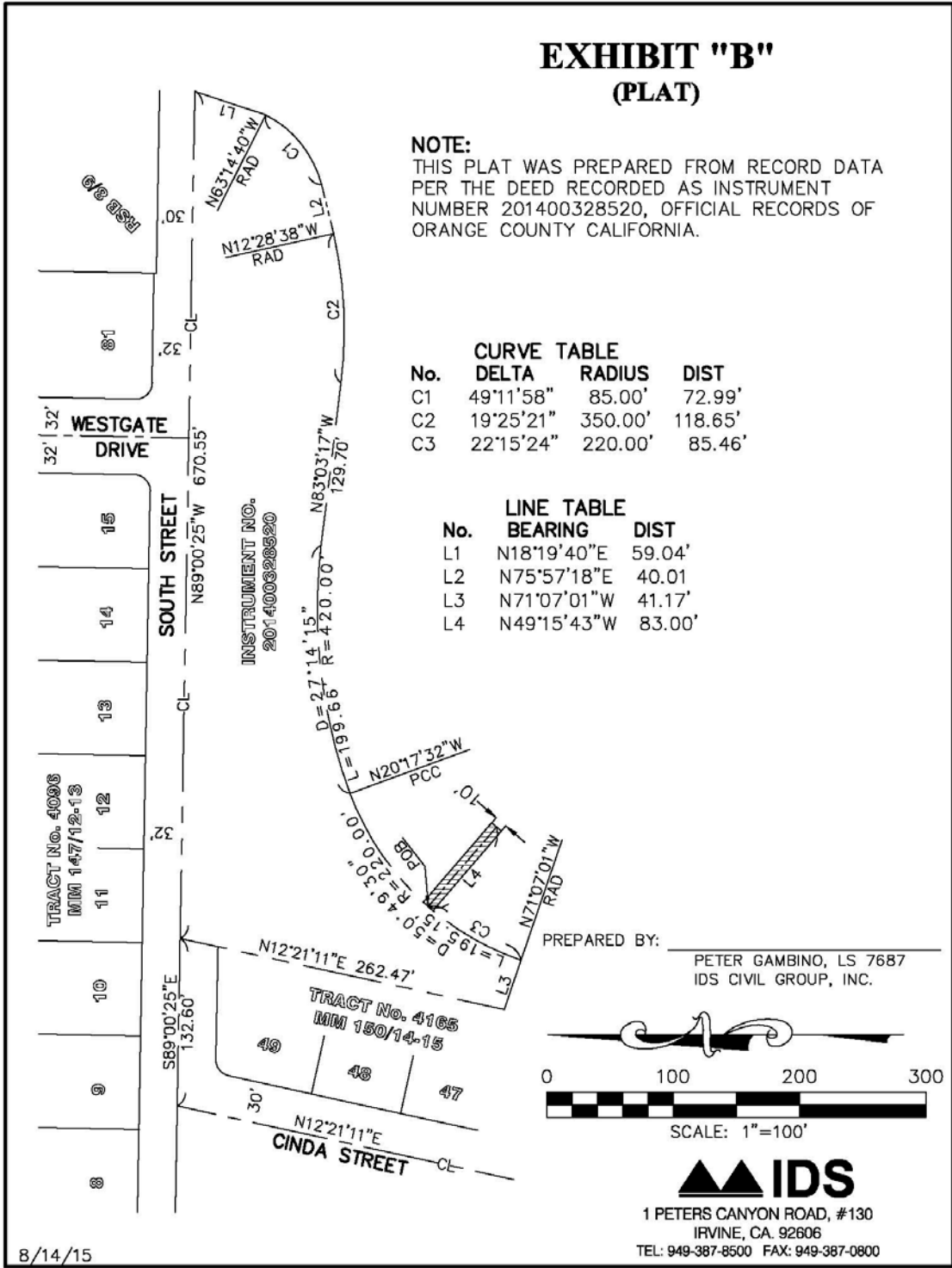
EXHIBIT "B" (PLAT)

NOTE:

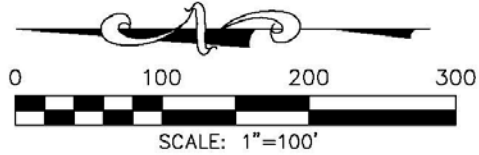
THIS PLAT WAS PREPARED FROM RECORD DATA PER THE DEED RECORDED AS INSTRUMENT NUMBER 201400328520, OFFICIAL RECORDS OF ORANGE COUNTY CALIFORNIA.

CURVE TABLE			
No.	DELTA	RADIUS	DIST
C1	49°11'58"	85.00'	72.99'
C2	19°25'21"	350.00'	118.65'
C3	22°15'24"	220.00'	85.46'

LINE TABLE		
No.	BEARING	DIST
L1	N18°19'40"E	59.04'
L2	N75°57'18"E	40.01'
L3	N71°07'01"W	41.17'
L4	N49°15'43"W	83.00'



PREPARED BY: _____
PETER GAMBINO, LS 7687
IDS CIVIL GROUP, INC.



1 PETERS CANYON ROAD, #130
IRVINE, CA. 92606
TEL: 949-387-8500 FAX: 949-387-0800

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer
personally appeared _____
Names(s) of Signer(s)

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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of _____ }

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Name(s) of Signer(s)

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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Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

