RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Irvine One Civic Center Plaza P.O. Box 19575 Irvine, CA 92623-9575 Attention: City Clerk Recorded in Official Records, Orange County Hugh Nguyen, Clerk-Recorder

FREE RECORDING REQUESTED

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Irvine and is therefore exempt from the payment of the recording fee pursuant to Government Code §6103 and §27383 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code §11922.

GRANT OF EASEMENT (Marine Way Road Right-of-Way)

This Grant of Easement ("Grant of Easement"), is made this 30th day of MWW, 2017, by the UNITED STATES OF AMERICA, acting through the Department of the Navy (hereinafter called "Grantor"), to the CITY OF IRVINE, a charter city of the State of California (hereinafter called "Grantee"), with reference to the following recitals.

WHEREAS, Grantor owns portions of that certain real property identified as the former Marine Corps Air Station El Toro, located in the City of Irvine, County of Orange, State of California (hereinafter called "MCAS El Toro");

WHEREAS, Grantor, in accordance with the decision of the Base Realignment and Closure Commission of 1990, has ceased operations and has commenced disposing of MCAS El Toro in its entirety in accordance with the Defense Base Closure and Realignment Act of 1990 (Pub. L. No. 101-510; 10 U.S.C. § 2687 et seq.) (the "Base Closure Act");

WHEREAS, in support of the planned redevelopment of the infrastructure of MCAS El Toro, Grantee has requested that Grantor grant to Grantee an easement for public road and utility purposes on, in, under and over that portion of MCAS El Toro described on attached Exhibit "A" and depicted on attached Exhibit "B" (the "Easement Area"); and

WHEREAS, the Secretary of the Navy has found that the granting of the Easement on the terms and conditions hereinafter stated is not incompatible with the public interest.

NOW THEREFORE, for valuable consideration and the mutual covenants, terms, conditions and restrictions contained herein, Grantor, pursuant to the authority of 10 U.S.C. §2668, hereby grants to the Grantee, and its successors and assigns, a perpetual assignable easement in gross (the "Easement") for the installation, operation, maintenance, repair and replacement of a public street and utilities in, on, across, and under the Easement Area.

The total area of the acreage contained in the Easement Area is 2.515 acres, more or less.

at 15 nf

THIS EASEMENT is granted subject to the following terms and conditions:

- 1. All work in connection with the installation, operation, maintenance and repair of the improvements constructed within the Easement Area shall be done without cost or expense to Grantor, and in accordance with the plans previously approved by Grantor.
- 2. The Grantee shall maintain the Easement Area in good condition at all times and shall promptly make all repairs to the improvements constructed within the Easement Area to a standard generally maintained by Grantee for public streets within the City of Irvine.
- 3. Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by Grantor to assure that the exercise of such rights will not interfere with Grantor's activities.
- 4. Grantee shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, State, and local laws, ordinances, regulations, and standards that are or may become applicable to Grantee's activities on the Easement Area.
- 5. Grantee shall, at its sole cost and expense, be solely responsible for obtaining any environmental permits required for its activities on the Easement Area.
- 6. Grantor's reserved rights in this Grant of Easement specifically include the right for its representatives to inspect the Easement Area upon reasonable notice for compliance with environmental and safety laws and regulations, whether or not Grantor is responsible for enforcing them. Such inspections shall be made without prejudice to the right of duly constituted enforcement officials to make such inspections. Such inspections shall be made in a manner so as not to unreasonably interfere with Grantee's use of the Easement Area for a public road, and any temporary lane closures required for such inspections shall be coordinated with Grantee.
- 7. No notice, order, direction, determination, requirement, consent or approval under this Grant of Easement shall be of any effect unless in writing. All correspondence and notices concerning this Grant of Easement shall be directed to:

If the Grantor: Navy Base Closure and Realignment

Program Management Office West 33000 Nixie Way, Bldg. 50, Suite 207

San Diego, CA 92147 Attention: Real Estate

If the Grantee: City of Irvine

One Civic Center Plaza

Irvine, CA 92606

Attention: Director of Public Works

- 8. Grantee releases, remits, and forever discharges Grantor, its officers, agents, and employees of and from any and all claims, causes of action, injuries, damages, and demands whatsoever in law or in equity arising out of, or connected with, Grantee's activities upon and use of the Easement Area. Grantee agrees to indemnify, defend, protect and hold harmless Grantor against all fines, claims, damages, lawsuits, judgments, and expenses arising out of or from any omission or activity in connection with Grantee's activities under, and use of, this Grant of Easement.
- Grantee, shall not cause any hazardous material to be brought upon, treated, kept, 9. stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Easement Area in violation of any environmental law except for fuel used or transported in vehicles and machinery associated with the permitted activities under this Grant of Easement and otherwise as specifically approved by Grantor in accordance with 10 U.S.C. §2692. If such approval is obtained from Grantor, Grantee shall strictly comply with the Environmental Requirements, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et. seq., and California Code of Regulations, Titles 17, 22, & 23 and other applicable Federal, State, and local laws and regulations governing use, storage, and release reporting of hazardous materials on the property and the management/disposal of hazardous materials and hazardous waste. Except as specifically authorized by Grantor in writing, Grantee must provide at its own expense for such hazardous waste management complying with all laws and regulations. Grantor hazardous waste management facilities will not be available to Grantee. Grantee shall not permit its hazardous or solid wastes or other materials to be commingled with waste of Grantor.
- 10. Grantee shall be solely responsible for the release, or substantial threat of such a release, into the environment of any hazardous substance, pollutant or contaminant as the result of any activity by Grantee under this Grant of Easement. Any reporting, containment, removal, or other remedial action relating to such release or threat of release required by law or regulation shall also be the responsibility of Grantee.
- 11. Grantee shall have a Grantor approved contingency plan for responding to and reporting toxic substances, hazardous waste, fuel, and all others chemical spills or releases prior to commencement of occupancy of the Easement Area by Grantee. The regulations that specify the contingency plan requirements and the plan contents are found in the California Code of Regulations, Title 22, Chapter 15, Article 4, beginning with section 66265.50. The contingency plan shall be independent of any contingency plan maintained by Grantor and shall not rely on use of Grantor personnel or equipment. Should Grantor provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of Grantee, or because Grantee is not, in the reasonable opinion of Grantor, conducting timely cleanup actions, Grantee agrees to reimburse Grantor for its reasonable out-of-pocket costs in providing such personnel and equipment.
- 12. Grantee shall be solely responsible for the remediation of any toxic or hazardous materials spills or contamination on the Easement Area caused by Grantee, its employees, agents, contractors, successors or assignees.

- 13. Grantee shall not install new wells of any type on the Easement Area without the prior review and written approval from Grantor.
- 14. Grantee shall not alter, disturb, or remove, groundwater monitoring and extraction wells, injection wells, and any associated piping and equipment that are included on the Easement Area, if any, without the prior review and written approval from Grantor.
- 15. Grantee shall not use VOC-impacted groundwater on the Easement Area without prior review and written approval from Grantor.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Easement to be executed the day and year written first above.

UNITED STATES OF AMERICA

Name: Amy Jo Hill

Title: Real Estate Contracting Officer

ACCEPTED AND AGREED:

CITY OF IRVINE,

a charter city of the State of California

By: Olan Joixce

Name: Sean Joyce

Title: City Marager

APPROVED AS TO FORM:

1

RUTAN & TUCKER, LLP

reffrey Melching, City Attorney

Molly McLaughlin, City Clerk

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
On March 30, 2017, before me, Carl Peterson, a Notary Public, personally appeared Sean Jayce, 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.
CARL PETERSEN Commission # 2035997 Notary Public - California Orange County My Comm. Expires Sep 4, 2017
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 SAN DIEGO)
On March 22 2017, 20 17, before me, Diane L. Roberts, a Notary Public, personally appeared Arry To Hill , 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 be/she/they executed the same in bis/her/their authorized capacity(ies), and that by bis/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. Scane L. Roberto Notary Public
(SEAL) DIANE L. ROBERTS COMM. #2091049 Notary Public • California A San Diego County Comm. Expires Nov 23, 2018

CERTIFICATE OF ACCEPTANCE

GRANT OF EASEMENT

This is to certify that the interest in real property conveyed by the Grant of Easement, dated March 30, 2017, from The United States of America, acting through the Department of the Navy ("USA"), to the City of Irvine, a charter city of the State of California ("City"), is hereby accepted by the undersigned City Engineer on behalf of the City Council of the City of Irvine pursuant to

authority conferred by Ordinance No. 83-4 of such City Council adopted on the 12th day of April, 1983, and revised by Ordinance No. 92-19 adopted on the 27th day of October, 1992, and the City consents to recordation thereof by its duly authorized officer. Pursuant to authority conferred by Ordinance No. 07-12 adopted on the 27th day of May, 2007, the City Engineer hereby accepts into the City street system on behalf of the City Council: (i) from USA, said Easement; and (ii) from Heritage Fields El Toro, LLC, a Delaware limited liability company ("Heritage Fields"), the street and utility improvements "Improvements") constructed by Heritage Fields within the Easement Area (subject to completion and City acceptance of the Improvements).
mmMmhnl 3/30/17 ames Houlihan, City Engineer Date Date
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 ORANGE)
On March 30, 2017, before me, Gladys Chauez, a Notary Public, personally appeared <u>James Houlihan</u> , who proved to me on the basis of ratisfactory 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.
certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
SEAL) GLADYS CHAVEZ COMM. # 2034847 NOTARY PUBLIC, CALIFORNIA ELOS ANGELES COUNTY

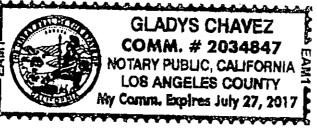


EXHIBIT "A"

2 3

1

LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION

MARINE WAY

4

5

6

7 8

9

10

11 12

13 14 15 16

17 18

19

20

21

22 23

24 25

26 27

28 29

30 31

32 33 34

35 36 37

39 40

38

42

43

45

41

44

46

Within U.S.A. Parcel III-B, Instrument No. 2005000536292, O.R.

PARCEL 1 That certain parcel of land situated in the City of Irvine, County of Orange, State of California, being that portion of Lot 285 of Block 140 of Irvine's Subdivision as shown on a map thereof filed

in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said Orange County, lying within Parcel III-B of that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471, recorded July 12, 2005 as Instrument No.

2005000536292 of Official Records in said Office of the County Recorder of Orange County, described as follows:

FUTURE CENTERLINE OF MARINE WAY (For Reference Purposes)

COMMENCING at the 2 1/2" brass cap stamped "USN, 122, R.E. 1018, S785, 1946, 250, 286, 140" monumenting the intersection of the northeasterly line of Parcel 25 of that certain 100.00 feet wide right-of-way of the Orange County Transportation Authority (OCTA), as described in Correction Grant Deed recorded September 16, 1993 as Instrument No. 93-0624721 of Official Records in said Office of the County Recorder of Orange County, with the northwesterly line of said Lot 286 as shown on Record of Survey No. 2011-1042 filed in Book 254, Pages 21 through 36 inclusive, of Records of Surveys in said Office of the County Recorder of Orange County; thence along said northwesterly line of Lot 286 North 40°39'31" East 885.83 feet to a point hereinafter referred to as Point A, said point being the TRUE POINT OF BEGINNING;

thence leaving said northwesterly line South 49°20'10" East 149.86 feet, hereinafter referred to as Course 1, to a point hereinafter referred to as Point B, said point being the beginning of a tangent curve concave northeasterly and having a radius of 1880.00 feet, hereinafter referred to as Course 2, the southeasterly terminus of said curve shall be tangent to a line that bears South 57°53'56" East, hereinafter referred to as Course 3;

thence along said Course 2 southeasterly 221.55 feet through a central angle of 06°45'07" to a point hereinafter referred to as Point C;

thence continuing along said Course 2 southeasterly 59.42 feet through a central angle of 01°48'39";

thence along said Course 3, tangent from said curve South 57°53'56" East 198.83 feet to a point hereinafter referred to as Point D;

Right-of-Way Dedication Marine Way Within U.S.A. Parcel III-B Instrument No. 2005000536292, O.R.

Exhibit "A"

thence continuing along said Course 3 South 57°53'56" East 111.78 feet to a point hereinafter referred to as Point E;

thence continuing along said Course 3 South 57°53'56" East 712.17 feet to a point hereinafter referred to as Point F, said point being the beginning of a tangent curve concave southwesterly and having a radius of 1880.00 feet, hereinafter referred to as Course 4;

thence along said Course 4 southeasterly 252.80 feet through a central angle of 07°42'16" to a point hereinafter referred to as Point G;

thence tangent from said curve South 50°11'40" East 150.00 feet, hereinafter referred to as Course 5, to a point hereinafter referred to as Point H, said point being the beginning of a tangent curve concave southwesterly and having a radius of 1880.00 feet, hereinafter referred to as Course 6, the southeasterly terminus of said curve shall be tangent to a line that bears South 38°25'25" East, hereinafter referred to as Course 7;

thence along said Course 6 southeasterly 190.50 feet through a central angle of 05°48'21" to a point hereinafter referred to as Point I;

thence continuing along said Course 6 southeasterly 195.72 feet through a central angle of 05°57'54" to a point hereinafter referred to as Point J;

thence along said Course 7, tangent from said curve South 38°25'25" East 191.39 feet to a point hereinafter referred to as Point K;

thence continuing along said Course 7 South 38°25'25" East 113.04 feet to a point hereinafter referred to as Point L;

thence continuing along said Course 7 South 38°25'25" East 126.06 feet to a point hereinafter referred to as Point M;

thence continuing along said Course 7 South 38°25'25" East 90.01 feet to a point hereinafter referred to as Point N;

thence continuing along said Course 7 South 38°25'25" East 183.79 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1880.00 feet, hereinafter referred to as Course 8;

thence along said Course 8 southeasterly 375.11 feet through a central angle of 11°25'55";

thence tangent from said curve South 49°51'20" East 241.03 feet, hereinafter referred to as Course 9, to a point hereinafter referred to as Point O.

Right-of-Way Dedication Marine Way Within U.S.A. Parcel III-B Instrument No. 2005000536292, O.R.

Exhibit "A"

RIGHT OF WAY

BEGINNING at Point O described hereinbefore in the future centerline of Marine Way; thence leaving said proposed centerline at a right angle South 40°08'40" West 68.00 feet to a line parallel with and 68.00 feet southwesterly of said hereinabove described Course 9;

thence along said parallel line North 49°51'20" West 241.03 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1948.00 feet, said curve being concentric with and 68.00 feet southwesterly of said hereinabove described Course 8;

thence along said concentric curve northwesterly 388.67 feet through a central angle of 11°25'55" to a line parallel with and 68.00 feet southwesterly of said hereinabove described Course 7;

thence along said parallel line, tangent from said curve North 38°25'25" West 215.95 feet to the southeasterly line of Parcel CO III-B-1 of that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 recorded June 16, 2011 as Instrument No. 2011000293986 of Official Records in said Office of the County Recorder of Orange County;

thence along said southeasterly line North 40°33'32" East 137.53 feet, more or less, to a point on a non-tangent curve concave southwesterly and having a radius of 189.64 feet, the northwesterly terminus of said curve bears North 51°34'35" East 70.00 feet from the hereinabove described Point M, and a radial line of said curve to said northwesterly terminus bears North 52°12'56" East;

thence along said curve southeasterly 1.81 feet, more or less, through a central angle of 00°32'47", more or less;

thence non-tangent from said curve South 27°06'49" East 30.59 feet to a point on a non-tangent curve concave northeasterly and having a radius of 153.79 feet, a radial line of said curve from said point bears North 62°17'21" East, the southwesterly terminus of said non-tangent curve bears North 51°34'35" East 58.00 feet from the hereinabove described Point N;

thence along said curve southeasterly 26.84 feet through a central angle of 09°59'53" to a point that bears North 51°34'35" East 58.00 feet from the hereinabove described Point N, and to a line parallel with and 58.00 feet northeasterly of said hereinabove described Course 7;

thence along said parallel line, non-tangent from last said curve South 38°25'25" East 183.79 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1822.00 feet, said curve being concentric with and 58.00 feet northeasterly of said hereinabove described Course 8;

thence along said concentric curve southeasterly 363.53 feet through a central angle of 11°25'55" to a line parallel with and 58.00 feet northeasterly of said hereinabove described Course 9;

thence along said parallel line, tangent from said curve South 49°51'20" East 105.03 feet;

Right-of-Way Dedication Marine Way Within U.S.A. Parcel III-B Instrument No. 2005000536292, O.R.

166 167

JN 145433

H:\pdata\10108417\Admin\Legals\Marine Way ROW GP\145433-LGL-US_ROW.docm

Exhibit "A"

133	
134	thence North 81°34'05" East 22.67 feet to a line parallel with and 75.00 feet northeasterly of said
135	hereinabove described Course 9;
136	
137	thence along said parallel line South 49°51'20" East 53.00 feet;
138	
139	thence North 40°08'40" East 12.00 feet to a line parallel with and 87.00 feet northeasterly of said
140	hereinabove described Course 9;
141	
142	thence along said parallel line South 49°51'20" East 51.00 feet;
143	
144	thence South 04°51'20" East 24.04 feet to a line which bears North 40°08'40" East and passes
145	through the true point of beginning;
146	
147	thence along said line South 40°08'40" West 70.00 feet to the POINT OF BEGINNING .
148	
149	CONTAINING: 2.515 Acres, more or less.
150	
151	
152	SUBJECT TO all Covenants, Conditions, Reservations, Restrictions, Rights-of-Way and
153	Easements of Record, if any.
154	
155	EXHIBIT "B" attached and by this reference made a part hereof.
156	
157	SED LAND SUC
158	SCENILLIAM G. COLEGE
159	NO. WAT TO NO.
160	Welling A (2-17-17) 6673
161	William G. Cox, L.S. 6673 Date
162	
163	Michael Baker International
164	14725 Alton Parkway
165	Irvine, California, 92618

A

