

2

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:**

Irvine Ranch Water District  
c/o Ray Thatcher, District R/W agent  
15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, California 92619-7000  
**IRWD DOC. E2553**  
Mail Tax Statements as shown above

219

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



NO FEE

\* \$ R 0 0 1 3 7 9 6 4 0 9 \$ \*

2022000217946 10:57 am 06/16/22

214 CR-SC05 E01 10

0.00 0.00 0.00 0.00 27.00 0.00 0.000.000.00 0.00

THIS SPACE FOR RECORDER'S USE ONLY

APN: 591-073-14 (a portion of)

DOCUMENTARY TRANSFER TAX \$

- ☐ Computed on the consideration or value of property conveyed  
☐ Exempt per Revenue & Taxation Code Section 11922  
☒ Exempt from Recording Fees per Govt. Code Section 27383

- ☒ Unincorporated Area  
☐ Incorporated - City of

Parcel No: GA1134-150  
Project: Musick Facility

**EASEMENT DEED**

For valuable consideration, receipt of which is hereby acknowledged, the

COUNTY OF ORANGE,  
a political subdivision of the State of California,  
hereinafter referred to as "COUNTY,"

does hereby grant to

IRVINE RANCH WATER DISTRICT,  
a California Water District organized under and existing  
pursuant to Section 3400 et seq. of the California Water Code,  
hereinafter referred to as "GRANTEE," its, successor and assigns,

a non-exclusive easement for sewer pipeline, in, on and over that certain real property (hereinafter referred to as "Easement Area") legally described in "Exhibit A," and depicted in "Exhibit B," which exhibits are attached hereto and made a part hereof. COUNTY and GRANTEE, may sometimes hereinafter be individually referred to as "Party" or jointly as "Parties".

GRANTEE'S rights shall include rights to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, and otherwise use existing sewer pipelines and/or appurtenances of the same general type and purpose ("Facilities") and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted.

It is understood and agreed by the Parties hereto and their successors and assigns that the easement and right of way herein granted in this easement deed ("Easement Deed") shall be subject to the following terms, conditions, and reservations:

### **1. CONSTRUCTION AND MAINTENANCE (PMES2.1S)**

With exception of routine maintenance activities and emergency repairs, GRANTEE shall have all construction and/or repair plans approved in writing by COUNTY'S OC Sheriff's Director of Research and Development, or designee, (hereinafter referred to as "Director") prior to commencement of any work in, on or about the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion.

Director's approval of GRANTEE'S construction and/or repair plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. COUNTY is not responsible for permitting of any construction and/or repair, design, assumptions or accuracy of GRANTEE'S construction and/or repair plans. Director will rely on the professional expertise of the Engineer of Record when approving GRANTEE'S construction and/or repair plans.

Should it be necessary for GRANTEE to conduct any construction or excavation activities or otherwise disturb the surface of the Easement Area subsequent to the completion of the initial installation of GRANTEE'S Facilities, GRANTEE agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all plans and obtain a County Property Permit for construction, from COUNTY with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage prior to the commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve disturbance of the surface area. GRANTEE further agrees that any excavation shall be made in such a manner as will reasonably minimize injury to the surface of the ground and any improvements and/or landscaping around such excavation, and the surface of the ground and any improvements and/or landscaping around such excavation, shall be promptly restored by GRANTEE at its expense to the substantially same condition as existed prior to excavation, to Director's satisfaction.

GRANTEE shall, at no cost to COUNTY, maintain in good repair and in safe condition all GRANTEE Facilities constructed, used, or placed upon the Easement Area by, or on behalf of, GRANTEE pursuant to this Easement Deed.

### **2. REMOVAL AND/OR ABANDONMENT (PMES3.1S)**

GRANTEE agrees that in the event (a) GRANTEE'S Facilities are no longer required, or (b) GRANTEE'S use of said Facilities ceases for a continuous period of more than one (1) year without written notice from GRANTEE to COUNTY of the circumstances affecting such suspension and of GRANTEE'S intention to resume usage of the Facilities, GRANTEE shall, at Director's request and at no cost to COUNTY, remove and/or abandon said Facilities within one hundred and eighty (180) days after receipt of written notice from Director to remove and/or abandon. Following such removal and/or abandonment, GRANTEE shall, at no cost to COUNTY, restore the Easement Area to the condition that existed prior to the granting of this Easement Deed, to Director's satisfaction.

GRANTEE shall also execute and deliver to Director, within ninety (90) days of such removal and/or abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.

### **3. RELOCATION (PMES4.1S)**

GRANTEE agrees that in the event GRANTEE'S Facilities shall at any time interfere with the operation, maintenance, replacement, or improvement of COUNTY'S property as determined by Director, GRANTEE shall, within a reasonable period of time of receipt of written notice from Director, relocate at GRANTEE'S

expense GRANTEE'S Facilities to a site designated by Director. All other terms and conditions of this Easement Deed shall remain the same.

**4. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.1S)**

GRANTEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits, and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from GRANTEE'S use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area.

In addition, GRANTEE shall ensure that all construction in the Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the waters of the state.

No approvals or consents given hereunder by COUNTY, as a Party to this Easement Deed, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

**5. HOLD HARMLESS (PMES7.1S)**

GRANTEE hereby releases and waives all claims and recourse against COUNTY, including the right of contribution for loss of or damage to property, or injury to or death of any person, arising from, growing out of or in any way connected with or related to this Easement Deed, except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved by COUNTY), and hold harmless, COUNTY, its elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of, or operations or activities conducted by GRANTEE in, on or over the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees, invitees or licensees, except for liability arising out of the concurrent active or sole negligence of COUNTY, its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If COUNTY is named as co-defendant in a lawsuit, GRANTEE shall notify COUNTY of such fact and shall represent COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event, GRANTEE shall pay to COUNTY its litigation costs, expenses, and attorneys' fees. If judgment is entered against COUNTY and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of COUNTY and GRANTEE, COUNTY and GRANTEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

GRANTEE acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, that if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

GRANTEE, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this Section.

**6. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.1S)**

GRANTEE shall not cause or permit any "Hazardous Material," as hereinafter defined, except for chemicals and other materials used in the production, treatment or disinfection of water or the construction, maintenance, rehabilitation or repair of the improvements and fuel and other materials stored in a motor vehicle or other power equipment for the exclusive operation of such vehicle or equipment and storage of batteries used for emergency power, to be brought upon, kept, or used in or about the Easement Area. If GRANTEE breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which GRANTEE is legally liable to COUNTY for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE'S use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by COUNTY in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including, without limitation, COUNTY acting in its governmental capacity, the State of California, or the United States government.

**7. RESERVATIONS (PMES9.1S)**

COUNTY hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by GRANTEE of the rights and easement herein granted.

**8. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)**

This Easement Deed is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area, and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or COUNTY'S interest therein.

**9. TAXES AND ASSESSMENTS (PMES11.2S)**

This Easement Deed may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Easement Area or upon fixtures, equipment, or other property installed, constructed or used by GRANTEE thereon in connection with this Easement Deed, shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due.

**10. NOTICES (PMES12.1S)**

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by facsimile and so given shall be deemed to have been given upon receipt if provided by personal delivery; or if by facsimile on the day transmitted provided transmitted by 4:30 P.M. (PT) on the receiving Party's regular business day, otherwise delivery shall be deemed to have been given on the next business day.

To COUNTY:

County of Orange  
c/o CEO/Real Estate  
RE: Musik Facility-GA1134-150  
P.O. Box 4048  
Santa Ana, CA 92702-4048

To GRANTEE:

Irvine Ranch Water District  
c/o Ray Thatcher  
15600 Sand Canyon Avenue  
P.O. Box 5700  
Irvine, CA 92619-700

With a Copy to (and for any notices requiring Director's approval):

Orange County Sheriff's Department  
c/o Director, Research and Development  
431 The City Drive South  
Orange, CA 92868

**11. VENUE (PMES13.1S)**

The Parties hereto agree that this Easement Deed has been negotiated and executed in the state of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Easement Deed, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

**12. WAIVER OF RIGHTS (PMES14.1S)**

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this Easement Deed shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Easement Deed thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Easement Deed.

**13. SEVERABILITY (PMES15.1S)**

If any term, covenant, condition, or provision of this Easement Deed is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**14. ATTORNEY FEES (PMES16.1S)**

In any action or proceeding brought to enforce or interpret any provision of this Easement Deed, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

**15. SUCCESSORS AND ASSIGNS (PMES18.1S)**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: [Signature]  
Deputy

Date: 5-18-22

**COUNTY**

COUNTY OF ORANGE

By: [Signature]  
Thomas A. Miller  
Chief Real Estate Officer  
County Executive Office  
Pursuant to M.O. dated May 5, 2020, Item No. 23

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.

**ACKNOWLEDGMENT**

State of California  
County of Orange

On June 15, 2022 before me, Christine M. Long, Notary Public, personally  
(insert name/title of the officer)  
appeared Thomas A. Miller,

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.

(Seal)



Signature

[Signature]

**GRANTEE**

Irvine Ranch Water District

By: *Paul Cook*  
Paul Cook  
General Manager

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.

**ACKNOWLEDGMENT**

State of California  
County of Orange

On May 24, 2022 before me, Leslie Bonkowski, personally  
(insert name/title of the officer)  
appeared Paul Cook.

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 *Leslie Bonkowski*

(Seal)



**IRVINE RANCH WATER DISTRICT**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Easement Deed dated June 15, 2022 from County of Orange, a political subdivision of the State of California, to Irvine Ranch Water District, a California Water District, is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 2020-1 of the Board of Directors, adopted on January 13, 2020, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 6/15/22

IRVINE RANCH WATER DISTRICT

By: Leslie Bonkowski  
Leslie Bonkowski  
Secretary to Board of Directors





## EXHIBIT "A"

### SEWER PIPELINE EASEMENT TO IRVINE RANCH WATER DISTRICT

#### LEGAL DESCRIPTION

A strip of land 20.00 feet wide, situated in the unincorporated territory of the County of Orange, State of California, being that portion of Block 174 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps and included within Parcel 1 as described in a Deed and License to the County of Orange recorded January 20, 1961 in Book 5598, Page 163 of Official Records, both in the Office of the County Recorder of said County, the centerline of which is described as follows:

#### GA1134-150:

**COMMENCING** at the most westerly corner of said Parcel 1 shown as the James A. Musick Facility on Record of Survey 94-1032 recorded in Book 151, Pages 42 through 45 of Records of Survey in said Office of the County Recorder; thence along the northwesterly line of said Parcel 1 North  $56^{\circ}45'10''$  East 10.40 feet to a point on a line parallel with and 10.00 feet northeasterly of the southwesterly line of said Parcel 1, said point being the **TRUE POINT OF BEGINNING**; thence along said parallel line South  $49^{\circ}16'31''$  East 691.32 feet to a point on a non-tangent curve concave southeasterly and having a radius of 294.00 feet, a radial line of said curve to said point bears North  $47^{\circ}19'23''$  West; thence leaving said parallel line northeasterly along said curve through a central angle of  $04^{\circ}43'36''$  an arc distance of 24.25 feet.

The sidelines of said strip shall be lengthened or shorted so as to terminate northwesterly on the said northwesterly line of Parcel 1 and bounded northeasterly by the southeasterly prolongation of the northeasterly sideline of that certain easement as described in the Easement Deed and Agreement recorded February 13, 1991 as Instrument No. 91-065177 of Official Records in said Office of the County Recorder.

**CONTAINING:** 0.329 acres, more or less.

**SUBJECT TO:** Covenants, conditions, reservations, restrictions, rights-of-way, and easements of record, if any.

**EXHIBIT "B"** attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

**Dated:** March 16, 2022



Gregory S. Borchard, P.L.S. 7705  
License expires December 31, 2022



 EASEMENT AREA = 0.329 AC.±

BLOCK 174  
IRVINE'S SUB.  
M.R.M. 1/88

JAMES A. MUSICK FACILITY  
O.R. 5598/163

R.S. 94-1032  
R.S.B. 151/42-45

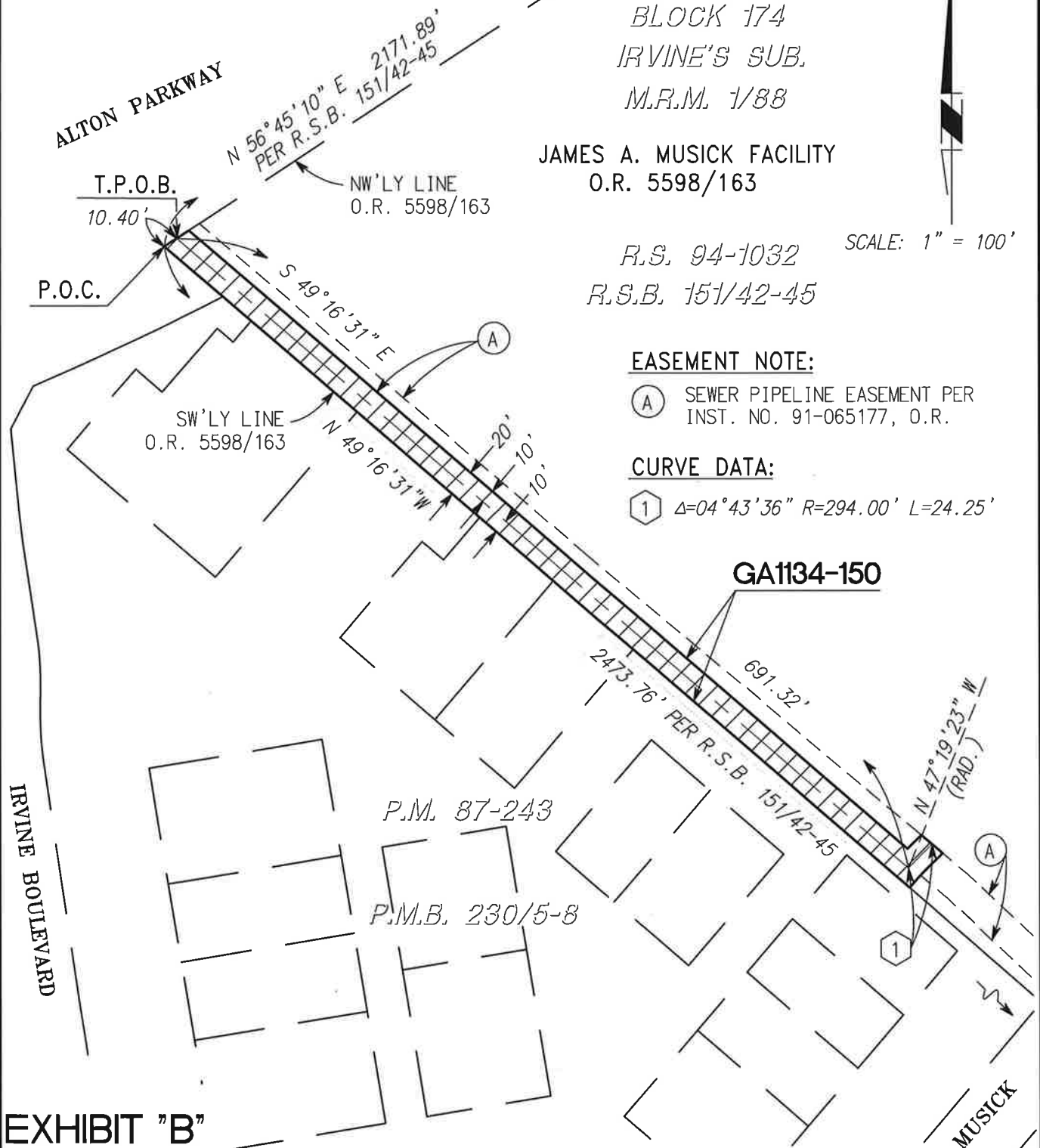
SCALE: 1" = 100'

**EASEMENT NOTE:**

(A) SEWER PIPELINE EASEMENT PER  
INST. NO. 91-065177, O.R.

**CURVE DATA:**

(1)  $\Delta = 04^{\circ}43'36''$   $R = 294.00'$   $L = 24.25'$



**EXHIBIT "B"**

SKETCH TO ACCOMPANY A  
LEGAL DESCRIPTION FOR

SEWER PIPELINE EASEMENT  
TO IRVINE RANCH WATER DISTRICT

GA1134-150



**Irvine Ranch**  
WATER DISTRICT

15600 SAND CANYON AVENUE, IRVINE, CA 92619

MARCH 16, 2022

SHEET 1 OF 1 SHEET