

Commonwealth Land Title Company

RECORDED AT REQUEST OF,  
AND WHEN RECORDED MAIL TO:

County of Orange  
CEO/Real Estate Services  
300 North Flower, 3<sup>rd</sup> Floor  
Santa Ana, California 92703

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



NO FEE

2016000483925 2:56 pm 10/04/16

63 406 E01 8

0.00 0.00 0.00 0.00 21.00 0.00 0.00 0.00

ATTN: Jack Stribling

918 0756

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This is to certify that this document is exempt  
from recording fees per Govt. Code Sec. 27383  
and is exempt from Document Transfer Tax per  
Rev. & Taxation Code Sec. 11922.

By:

*Jack Stribling*  
CEO/REAL ESTATE SERVICES

☒ Unincorporated Area

☐ Incorporated, City of \_\_\_\_\_

Project Name: Silverado Canyon Drainage  
Project/Parcel No: Z99442-109, 109.1

**EASEMENT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THOMAS M. SMISEK AND ANGELA SMISEK, hereinafter referred to as "GRANTOR",

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

a perpetual easement for drainage purposes (Parcel 109) in, on, over and under the real property to construct, maintain, use, operate, alter, add to, repair, replace or reconstruct drainage pipe, supporting structures and a perpetual easement for ingress and egress (Parcel 109.1) upon the real property including secondary access driveway and gate in the County of Orange, State of California, described on Exhibit A and depicted on Exhibit B, each attached hereto and by reference made a part hereof.

Nothing in this Deed is intended, nor shall anything in this Deed be construed, to transfer to COUNTY or its successors or assigns, or to relieve GRANTOR or its successors or assigns or predecessors in title of any responsibility or liability GRANTOR or its successors or assigns or predecessors in title now has, has had, or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation, or other provision of the law). Furthermore, COUNTY may exercise its rights under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from GRANTOR or any others who are ultimately determined by a court of competent jurisdiction and/or a federal, state or local regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for said hazardous toxic substances or materials upon, within, or under the real property interests transferred

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pursuant to this Deed. Notwithstanding the foregoing, COUNTY shall be and remain liable for any hazardous or toxic substances or materials which become located because of COUNTY's operations, upon, within, or under the real property interests transferred pursuant to this Deed.

GRANTOR reserves the right at any time to use the easement area after the completion of improvements by the COUNTY, subject to the following conditions:

- a) No construction shall be commenced within, upon, under or above said easement area until the plans therefor have been first approved in writing by the Director, OC Public Works of the County of Orange, or designee (hereinafter "**Director**") and a permit for construction has been issued by the County of Orange after payment of normal processing fees. COUNTY agrees that such plans shall be approved or disapproved within a reasonable time following receipt thereof, and that approval will not be withheld without good cause. Director's approval of GRANTOR's 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.

Except for improvements owned by COUNTY, all improvements owned, constructed, placed or permitted within, upon, under or over the easement area by GRANTOR, shall be operated and maintained at no cost to COUNTY and GRANTOR shall maintain said improvements in a good state of repair. GRANTOR shall perform all construction and/or maintenance in such a manner that will allow for unobstructed flood control operations and maintenance.

- b) GRANTOR shall not permit any third party to, excavate, drill, mine, remove materials, or operate within the easement area except as permitted by the COUNTY;

#### INDEMNIFICATION:

GRANTOR shall not be liable for any loss, damage or injury of any kind or character to any person or property (including personal injury or death) arising from any COUNTY use of the Easement granted herein, or any part thereof, or caused by any defect in any COUNTY structure or other COUNTY improvements, except if caused by the intentional or grossly negligent act of GRANTOR, its agents, employees or invitees and successors and assigns.

COUNTY, as a material part of the consideration for this grant of Easement, hereby waives on its behalf all claims and demands against the GRANTOR and its employees, agents and representatives, and their respective successors and assigns (collectively, the "Indemnified Parties") for any damages to COUNTY, and hereby to the fullest extent permitted by law agrees to defend, indemnify and hold the Indemnified Parties entirely free and harmless from all liabilities, costs, expenses (including reasonable attorneys' fees), damages and claims for any damages to other persons or property arising from or related to (a) COUNTY's failure to comply with or perform its obligations under this Easement or (b) any use of the Easement by the COUNTY or its invitees, employees and agents.

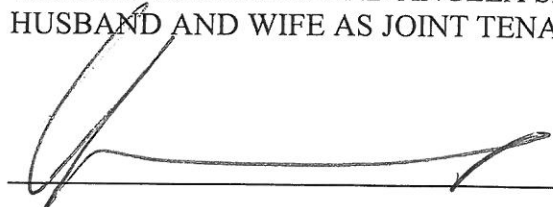
Notwithstanding anything herein to the contrary, the COUNTY shall not be required to indemnify or defend GRANTOR from any damages determined by a court of competent jurisdiction to have been caused by the intentional or grossly negligent act of GRANTOR, its agents, employees or invitees and successors and assigns.

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

**GRANTOR**


THOMAS M. SMISEK AND ANGELA SMISEK  
HUSBAND AND WIFE AS JOINT TENANTS

Dated 8/11/16

A handwritten signature of Thomas M. Smisek, consisting of a large, stylized 'T' followed by 'M. Smisek', written over a horizontal line.

THOMAS M. SMISEK

Dated 8/24/16

A handwritten signature of Angela Smisek, written in a cursive script over a horizontal line.

ANGELA SMISEK

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 8-4-, 2016, before me Sergio Mora,

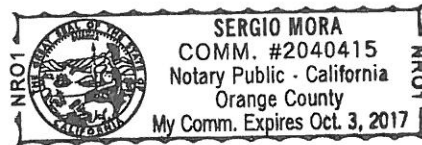
Notary Public, personally appeared Thomas M. and Angela Smisek,

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



## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Orange County, pursuant to authority conferred by Ordinance adopted May 4, 2010 by the said Board of Supervisors, and the COUNTY OF ORANGE consents to recordation thereof by its duly authorized officer.

Dated: 8.19.16

COUNTY OF ORANGE

By: Scott Mayer

Name: Scott Mayer

Title: CEO/Chief Real Estate Officer

Pursuant to Section 1-4-220 of the Codified  
Ordinances of the County of Orange

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

By: Paul Tippett

Deputy

Date: 5-9-16

# EXHIBIT A

## LEGAL DESCRIPTION

**Project:** Silverado Canyon Road Drainage Easements

**Facility No.:** Z99443

### **Parcel No.: 109**

A strip of land, 25.00 feet wide, in that certain land in the Unincorporated Territory of the County of Orange, State of California, described as Parcels 1 and 2 on Lot Line Adjustment 2012-013, recorded September 11, 2012 as Instrument No. 2012000528712 of Official Records, in the Office of the County Recorder of said county, the southeasterly line of said strip being described as follows:

Commencing at the intersection of the northwesterly right-of-way line of Silverado Canyon Road, said right-of-way line being parallel with and 20.00 feet northwesterly from that certain course in the centerline of said road shown as "N. 44°58' E., 293.33'" on Tract No. 1167, filed in Book 36, Pages 41 and 42 of Miscellaneous Maps, in said County Recorder's Office, with the southwesterly line of said Parcel 2; thence South 44°58'00" West, 20.00 feet along said right-of-way line to the **TRUE POINT OF BEGINNING**; thence North 44°58'00" East, 30.00 feet along said right-of-way line.

Containing 750 Square Feet, more or less.

### **Parcel No.: 109.1**

That portion of that certain land, in the Unincorporated Territory of the County of Orange, State of California, described as Parcels 1 and 2 on Lot Line Adjustment 2012-013, recorded September 11, 2012 as Instrument No. 2012000528712 of Official Records, in the Office of the County Recorder of said county, together with that portion of that certain land, in said Territory, County, and State, describe as Parcel 1 on Lot Line Adjustment 2009-002, recorded January 04, 2011 as Instrument No. 2011000003264 of said Official Records, described as a whole as follows:

Beginning at the intersection of the northwesterly right-of-way line of Silverado Canyon Road, said right-of-way line being parallel with and 20.00 feet northwesterly from that certain course in the centerline of said road shown as "N. 44°58' E., 293.33'" on Tract No. 1167, filed in Book 36, Pages 41 and 42 of Miscellaneous Maps, in said County Recorder's Office, with the southwesterly line of said Parcel 2; thence South 44°58'00" West, 215.00 feet along said right-of-way line; thence leaving said right-of-way line, North 25°46'16" East, 142.95 feet; thence South 45°02'00" East, 24.00 feet; thence North 38°44'37" East, 92.25 feet to said southwesterly line; thence North 44°58'00" East, 38.30 feet; thence South 45°02'00" East, 33.29 feet to its intersection with said right-of-way line, said intersection being on a curve concave southerly, concentric with and 20.00 feet northerly of that certain curve in the centerline of Silverado Canyon Road shown as having a radius of 150.00 feet, a length of 136.53 feet, and a central angle of 52°09' on said Tract No. 1167, a radial line to said intersection bears North 41°42'14" West; thence Westerly 9.88 feet



## EXHIBIT A

along said curve and right-of-way line through a central angle of  $03^{\circ}19'46''$ ; thence South  $44^{\circ}58'00''$  West, 40.13 feet to the Point of Beginning.

Except therefrom a strip of land 25.00 feet wide, the southeasterly line of which is described as follows:

Commencing at the intersection of said northwesterly right-of-way line with said southwesterly line of Parcel 2; thence South  $44^{\circ}58'00''$  West, 20.00 feet along said right-of-way line to the **TRUE POINT OF BEGINNING**; thence North  $44^{\circ}58'00''$  East, 30.00 feet.

Containing 0.144 Acres, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED  
Kevin Hills, County Surveyor, L.S. 6617



By: Jon C. Hornecker, Deputy, L.S. 7212

Date: 4-6-2016







LLA 2012-013  
Inst. No. 2012000528712 O.R.

Parcel 1 per (R2)  
A.P.N. 105-102-71

Parcel 2 per (R2)  
A.P.N. 105-102-70

N 41°42'14" W  
RAD.

Road  
Southwesterly line of  
Parcel 2 per (R2)

SE 1/4, MS  
T5S, R5E  
Smisek Ranch

NWLY RW line of  
Silverado Canyon Road  
per (R1)

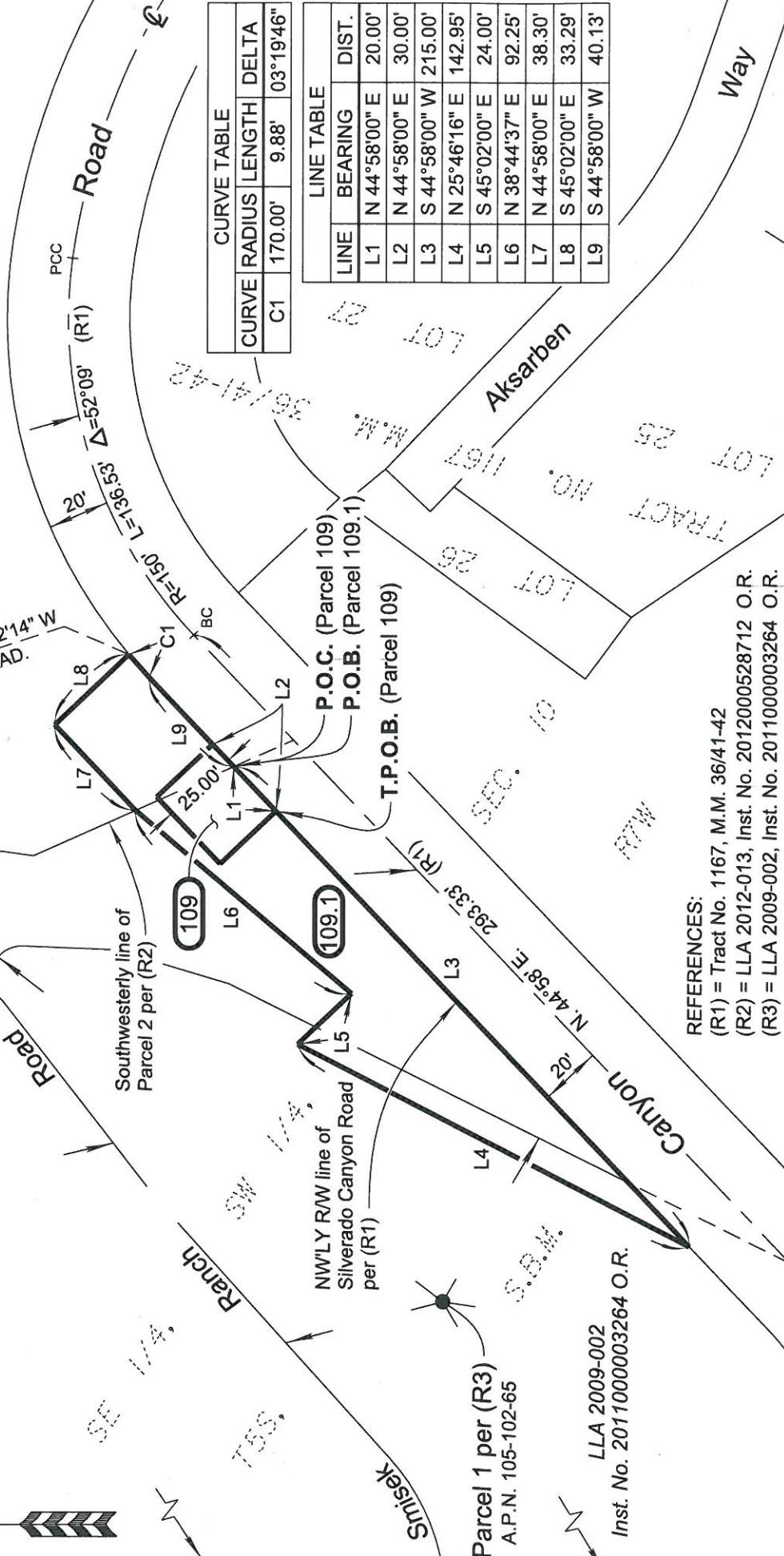
Parcel 1 per (R3)  
A.P.N. 105-102-65

LLA 2009-002  
Inst. No. 2011000003264 O.R.

REFERENCES:  
(R1) = Tract No. 1167, M.M. 36/41-42  
(R2) = LLA 2012-013, Inst. No. 2012000528712 O.R.  
(R3) = LLA 2009-002, Inst. No. 2011000003264 O.R.

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	170.00'	9.88'	03°19'46"

LINE TABLE		
LINE	BEARING	DIST.
L1	N 44°58'00" E	20.00'
L2	N 44°58'00" E	30.00'
L3	S 44°58'00" W	215.00'
L4	N 25°46'16" E	142.95'
L5	S 45°02'00" E	24.00'
L6	N 38°44'37" E	92.25'
L7	N 44°58'00" E	38.30'
L8	S 45°02'00" E	33.29'
L9	S 44°58'00" W	40.13'



OC PUBLIC WORKS  
OC SURVEY  
RIGHT - OF - WAY SERVICES

ID # 2015 - 053  
SCALE : 1" = 50'

# EXHIBIT B

Sheet 1 of 1

PROJECT: SILVERADO CANYON ROAD (Z99443) DRAINAGE EASEMENTS