

RECORDING REQUESTED BY  
WESTERN ATTORNEY SERVICE

92-096177

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

-1110 AM FEB 19 '92

John A. Bergen, Esq.  
1055 North Main Street  
Suite 401  
Santa Ana, California 92701

*Lee A. Branch* RECORDER

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Documentary Transfer Tax: -0-

GRANT OF EASEMENT

THIS AGREEMENT made this 20<sup>TH</sup> day of January, 1992, by and between KERMIT D. LANG and MARIAN L. LANG, husband and wife as joint tenants, hereinafter referred to as "Grantors," and FATHER FLANAGAN'S BOYS HOME, a non-profit corporation, hereinafter referred to as "Grantee."

WHEREAS, Grantors are owners of certain real property described as Parcel 1 in Exhibit "A" attached hereto, and as shown on Exhibit "B" attached hereto, located in unincorporated area of Orange County, State of California, hereinafter referred to as the "Servient Tenement"; and

WHEREAS, Grantee is the owner of certain real property described in Exhibit "C" attached hereto and consisting of two pages, hereinafter referred to as the "Dominant Tenement"; and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement.

NOW THEREFORE, it is agreed as follows:

1. Grantors hereby grant to Grantee a non-exclusive easement as described over and across Parcel 1 as described in Exhibit "A" and as shown in "B" hereto.

2. The easement granted herein is appurtenant to the Dominant Tenement described in Exhibit "C" hereto.

3. The easement granted herein is a right-of-way easement for ingress and egress and related purposes of the Dominant Tenement, including but not limited to, access for motor vehicles over the Servient Tenement for the life of this agreement. Grantee's right to use of the easement for access of motor vehicles is limited to motor vehicles reasonably necessary and required by Grantee to carry on its business.

4. The easement granted herein includes the incidental rights of construction, repair and maintenance of a paved roadway in good repair. The paved roadway shall be built according to the currently approved County of Orange plan for Mountain View Road and shall not exceed a thirty-six (36') hard surface two-lane roadway on a forty foot (40') right-of-way. Grantee agrees that in no instance shall the roadway or right-of-way interfere with or otherwise impact Grantors' existing fence or wall abutting the easement. All costs associated with such construction shall be borne exclusively by Grantee.

5. Grantee agrees to maintain the roadway and right-of-way in good condition and that all cost and expenses associated with their construction, repair and maintenance shall be borne solely by Grantee.

6. The grant of easement created by this document shall continue in perpetuity from the date of its creation. Grantors reserve the right to rescind the grant of easement should Grantee, in Grantors' reasonable discretion, perform any act or acts which are adverse to the provisions of this agreement.

7. Grantee shall indemnify and hold harmless Grantors from all liability, loss, damage or injury to persons or property resulting from Grantee's, its agents, assigns or affiliates use of the easement created herein.

8. Grantee agrees to promptly discharge any and all liens, charges or encumbrances placed on Grantors' property by reason of construction, repair or maintenance of the roadway or right-of-way or by other actions or use of the property by Grantee.

9. Grantee represents that it is self-insured entity and that it will include Grantor as an insured party under the provisions of its self-insurance. In the event that Grantee becomes insured by a third party then Grantee shall name Grantors or their designates as insured on such policy or policies. In such event Grantee shall provide Grantors proof of such insurance by providing to Grantors a copy of Grantee's Certificate of Insurance.

10. Nothing in Grantors' grant of this easement shall be construed to prohibit or limit in any way Grantors' or any other parties use or access to Mountain View Road for any purpose or activity that Grantors or any other party would be entitled to absent the grant of easement created herein.

11. By entering this agreement, Grantee agrees that it will not intentionally cause or allow any thing or person associated with Grantee to enter or cause to enter onto Grantors property, including but not limited to that boundary created by Grantors existing wall or fence abutting the easement created herein. Should any thing or person associated with Grantee enter Grantors' property, Grantee agrees to repair and or compensate Grantors for any damage done to Grantors' property.

12. Grantee warrants that no use or action pertaining to the easement will interfere with Grantors quiet use and enjoyment of their property.

13. Grantee agrees to pay to Grantors within thirty (30) days of execution and delivery of the easement the sum of two thousand five hundred dollars (\$2,500) as reimbursement to Grantors for costs incurred for legal representation of Grantors in this matter.

14. The parties acknowledge that Grantors possess a 4 inch drainage line which runs underneath the easement road and drains onto Grantees property. The purpose of the drain line is to allow for draining of Grantor's driveway and parking area. Grantor and Grantee agree to maintain the status quo with regard to the currently existing water line and drainage of run-off water from the Grantor's property to the Grantees property. Any construction, repair or maintenance that Grantee performs on its property shall include, at no cost to the Grantor rebuilding and maintenance, as appropriate, of the current Grantor's water and drainage lines. Grantor further agrees that any activity, including but not limited to, building construction in proximity to the water line or drain terminating area will not affect the Grantors current drainage and that any damage, whether direct or consequential, to Grantor or its property will be promptly repaired by the Grantee and any losses associated with such interruption as incurred by Grantor will be paid to Grantor by the Grantee. Further, Grantee will promptly act to remove any logs or other encumbrances placed on the Grantor's property by way of the Grantor's activities in adhering with this agreement. Grantee hereby waives any and all past, present or future claims its has or may have or acquire against the Grantor as a result of Grantor's water or drain lines.

15. The instrument contains the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except a subsequent modification in writing, signed by the party or parties to be charged. All reasonable legal fees and costs arising as a result of any dispute arising between the parties regarding the provisions of this agreement shall be paid to the prevailing party by the non-prevailing party.

16. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

This agreement is entered into this 20 day of January, 1992, at El Toro, California.

"Grantors"

Kermit D. Lang  
KERMIT D. LANG  
Marian L. Lang  
MARIAN L. LANG

"Grantee"

FATHER FLANNAGAN'S BOYS HOME

By: LLBOB

Its: Executive Vice-President

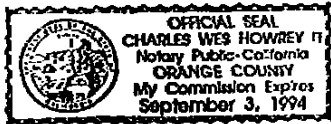
By: John C. Burke

Its: Secretary

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

On January 20, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared KERMIT D. LANG and MARIAN L. LANG, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Charles Wes Howrey II  
Signature of Notary Public

KLang\agre

STATE OF NEBRASKA     )  
                              ) ss.  
COUNTY OF DOUGLAS    )

On February 5, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared FATHER VAL J. PETER, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Executive Vice President, and JOHN C. BURKE, personally known to me or proved to me on the basis of satisfactory evidence to be the Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*David Dwyer*  
Signature of Notary Public

[Seal]

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# EXHIBIT A

## PROPERTY OWNED BY LANG

### Parcel 1:

That portion of the South half of Section 11, Township 6 South, Range 7 West, of the San Bernardino Meridian, as shown on the official plat of said land filed in the District Office on September 30, 1882, described as follows:

Beginning at the most Northerly corner of the land conveyed to Ethel Whitlock Glen by deed recorded November 15, 1940 in Book 1071, Page 16 of the Official Records of Orange County; thence Westerly along the Northerly line of said land South 74 degrees 54' 56" West 23.00 feet; thence South 17 degrees 12' 34" East 215.06 feet to the Southerly terminus of that certain course of the Parcel described by deed to John M. Wyne and wife by deed recorded January 15, 1932 in Book 533, Page 86 of Official Records of said Orange County; said course being the Northeasterly line of said parcel is described in said deed as North 23 degrees 46' West 327.45 feet; thence North 23 degrees 17' 04" West 217.13 feet along said course to the point of beginning.

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

Exhibit "A"

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# EXHIBIT "B"



LOT 258  
TRACT 928  
M.M. 29/20-21

MOST  
EASTERLY  
CORNER  
LOT 258

EXISTING  
CHAIN LINK  
FENCE

N.E.'LY LINE PER 533/86 O.R.

R.S.  
98 / 13-14

87°54'56"W 25.00'

P.O.B.

MOST NLY CORNER OF 1071/16 O.R.

PARCEL 1

NLY LINE PER 1071/16 O.R.

EXISTING  
BLOCK WALL

EXISTING A.C. DRIVE

S 1/2  
SECTION II  
T.6S, R.7W  
SBM

TITLE:



**Hall & Foreman, Inc.**  
2125 REDHILL AVENUE COSTA MESA, CALIFORNIA 92626  
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING

DATE OF PREPARATION: 5-17-90

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# EXHIBIT C

## PROPERTY OWNED BY FATHER FLANAGAN'S BOYS' HOME

All that certain land situated in the State of California, County of Orange, described as follows:

Proposed Tract No. 9672, being a subdivision of a portion of the following:

A portion of the West half of Section 11, Township 6 South, Range 7 West, San Bernardino Base and Meridian, more particularly described as follows:

Parcel 1: Beginning at a point on the North line of the South half of the Northwest quarter of Section 11, Township 6 South, Range 7 West, San Bernardino Base and Meridian, said point being the Northeastly corner of Tract No. 926, as shown on a Map recorded in Book 29, Pages 20 and 21 of Miscellaneous Maps, Records of Orange County, California, thence along the boundary lines of said Tract 926, the following bearings and distances: South 191.99 feet; South 4 degrees 49' 28" West, 664.26 feet; South 1 degree 5' 39" West 646.12 feet; South 13 degrees 47' 45" West 340.18 feet; South 33 degrees 37' 18" East 76.70 feet; South 72 degrees 15' 52" East 101.07 feet; South 11 degrees 10' 20" West 164.08 feet; South 87 degrees 11' 29" East 20.20 feet; North 64 degrees 23' 50" East 198.00 feet North 75 degrees 05' 50" East 311.20 feet; South 14 degrees 56' 10" East 183.00 feet; South 49 degrees 59' 24" West 12.34 feet to the most Easterly corner of Lot 258 of said Tract No. 926; thence South 23 degrees 46' 00" East along the Northeastly line of the land described as Parcel 1 in the Deed to John M. Wyne and wife, recorded January 15, 1932 in Book 533, Page 86 of Official Records, 327.45 feet to the most Easterly corner of said Parcel 1; thence North 50 degrees 49' 00" East 10.15 feet to a point designated as Station "A" in Parcel 1 in the Deed to Ethel Whitlock Glenn, recorded September 24, 1932 in Book 573, Page 361 of Official Records; thence, along the Northerly line of the land described in said Parcel 1, the following bearings and distances: South 49 degrees 04' 30" East 56.24 feet; North 57 degrees 23' 00" East 163.56 feet; North 87 degrees 36' 30" East 120.70 feet to a point designated as Station "B" in said Parcel 1, said point also being on the Westerly line of the land described as Parcel 1 in the deed to Henry George Astell and wife, recorded September 23, 1932 in Book 574, Page 304 of Official Records; thence along the Westerly line of said Parcel 1 of said Land of Henry George Astell, the following bearings and distances: North 30 degrees 43' 00" East 530.35 feet; North 37 degrees 16' 30" East 277.91 feet; North 20 degrees 10' 00" West 212.11 feet; North 26 degrees 25' 00" East 858.19 feet; North 2 degrees 20' 00" West 247.30 feet; North 24 degrees 37' 00" East 219.25 feet; North 19 degrees 25' 00" West 133.97 feet; North 20 degrees 11' 00" East 133.25 feet to a point in the North line of the South half of the Northwest quarter of said Section 11; thence, West along the North line of said South half to the point of beginning.

Exhibit "C"

Page One of Two Pages

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## EXHIBIT C

Excepting therefrom the portion conveyed to Gary A. O'Neal and others, by Deed recorded July 20, 1978 in Book 12764, Page 655, Official Records.

Parcel 2: An easement for road purposes, over a strip of land 10 feet wide, as reserved in the Deed from David H. Moulds and wife to Ethel Whitlock Glenn, recorded September 24, 1932 in Book 573, Page 361 of Official Records. Said easement to be located along the boundary line of Parcel 1 of said Deed from Station "A" to Station "B."

Parcel 3: A non-exclusive easement for street and public utility purposes in, on and over the real property described as follows:

A strip of land 20.00 feet wide, being a portion of a 20.00 foot wide easement as reserved on a Map filed in Book 89, Pages 4 through 6 inclusive, of Parcel Maps, Records of said County and State, terminating Northerly on a line drawn at right angles to the Westerly line of said easement, distant North 31 degrees 11' 25" East 20.00 feet from PI #5, as shown on said Parcel Map, and Southerly in the Northeasterly prolongation of the Southeasterly line of Rose Canyon Road, as shown on said Parcel Map.

Parcel 4: A non-exclusive easement for street and public utility purposes in, on and over the real property described as follows:

A strip of land 20.00 feet wide, the Southeasterly and Easterly line of which is more particularly described as follows:

Beginning at a point on the boundary line of Rancho Trabuco, identified as Point "F" on a Map filed in Book 89, Pages 4 through 6, inclusive, of Parcel Maps, Records of said County and State; thence along the centerline of Rose Canyon Road, as shown on said Map, North 58 degrees 37' 32" East 636.17 feet to PI #2; thence North 7 degrees 09' 26" East 99.87 feet to PI #3; thence North 15 degrees 13' 10" West 179.75 feet to PI #4; thence North 1 degree 17' 13" East 189.01 feet to PI #5.

Said strip of land terminates Southerly on the boundary line of Rancho Trabuco, as shown on said Parcel Map, and Northerly on the boundary line described as Parcel 1 in a Deed recorded September 24, 1932 in Book 573, Page 361 of Official Records of said County and State.