

RECORDED AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

County of Orange
OC Public Works
Land Development
601 North Ross Street
Santa Ana, CA 92701
Attn: Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from
recording fees per Govt. Code Section
27383 and is exempt from payment of
documentary transfer tax per Revenue
& Taxation Code Section 11922.

☒ Unincorporated Area of Orange
County

☐ Incorporated, City of _____

Facility Name: Storm Drain (South of Cow
Camp Road)

Facility No.: Z99718

Parcel No.: 122.1

Location: Rancho Mission Viejo

GRANT OF STORM DRAIN EASEMENT

(Storm Drain – South of Cow Camp Road)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RMV PA3 DEVELOPMENT, LLC, a Delaware limited liability company, and
DMB SAN JUAN INVESTMENT NORTH, LLC, a Delaware limited liability company,
hereinafter collectively referred to as "**GRANTORS**."

do hereby grant to

THE COUNTY OF ORANGE,
a political subdivision of the State of California, and its successors and assigns,
hereinafter referred to as "**COUNTY**,"

a permanent, non-exclusive easement ("**Easement**") for storm drain purposes in, on, along, over,
under, through and across that real property located in the County of Orange, State of California,
and legally described in the attached Exhibit A and depicted in the attached Exhibit B, as said
Exhibits are incorporated herein by this reference (collectively, the "**Easement Area**").
GRANTORS and COUNTY, their respective successors and assigns, may sometimes hereinafter
be individually referred to as "**Party**" or jointly as "**Parties**".

1. Use of the Easement Area, and exercise of the Easement rights granted herein,
shall be limited solely to the following activities (*i.e.*, COUNTY shall have only the following
rights and privileges relative to the Easement Area):

a. The rights to enter upon and use the Easement Area for purposes of operating, inspecting, installing, replacing and maintaining storm drain facilities and such appurtenances, connections and structures as are reasonably incidental thereto (collectively, the **"Storm Drain Improvements"**).

b. The right to transport personnel, trucks, cars, equipment and materials over, through and across the Easement Area in furtherance of COUNTY's exercise of the rights identified in Section 1.a., above.

2. GRANTORS for themselves, their successors and assigns (hereinafter collectively, referred to as "GRANTORS"), retain all rights to use the Easement Area and to grant or permit additional easements, licenses or other rights over, on or through the Easement Area; provided, however, that any such use shall not unreasonably interfere with COUNTY's exercise of the easement rights granted herein.

3. COUNTY shall, at its own cost and expense, operate and maintain the Storm Drain Improvements.

4. COUNTY hereby agrees to indemnify, defend (with counsel acceptable to GRANTORS), release and hold harmless GRANTORS, their successors and assigns, including their respective affiliates, partners, directors, members, officers, shareholders, agents, representatives, and employees (the **"GRANTORS' Representatives"**), and each of them, and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of COUNTY, or its elected and appointed officials, officers, employees, agents and representatives (the **"COUNTY's Representatives"**) in connection with the use of the Easement Area by COUNTY and/or the COUNTY's Representatives or any material breach of this Grant of Storm Drain Easement by COUNTY; provided, however, that nothing contained in this paragraph shall operate to relieve GRANTORS from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of GRANTORS, the GRANTORS' Representatives, or any of them. Payment shall not be a condition precedent to recovery under the foregoing indemnity.

5. GRANTORS hereby agree to indemnify, defend (with counsel acceptable to COUNTY), release and hold harmless COUNTY and the COUNTY's Representatives, and each of them, and its and their property against any and all losses, demands, liability, damages, claims, costs and expenses (including attorneys' fee and court costs) for injury to any persons or property arising directly or indirectly out of the acts or omissions, intentional or otherwise, of GRANTORS or the GRANTORS' Representatives in connection with the use of the Easement Area by GRANTORS and/or the GRANTORS' Representatives or any material breach of this Grant of Storm Drain Easement by GRANTORS; provided, however that nothing contained in this paragraph shall operate to relieve COUNTY from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of COUNTY, the COUNTY's Representatives, or any of them. Payment shall not be a condition precedent to recovery under the foregoing indemnity.

6. For any portion(s) of the Easement Area that is/are not needed or otherwise required by COUNTY for purposes of constructing, operating and maintaining Storm Drain Improvements, then, upon written request by GRANTORS or their successors-in-interest, COUNTY or its successors shall quitclaim said unused portion(s) of the Easement Area to GRANTORS or their successors-in-interest, as appropriate. GRANTORS and COUNTY agree to cooperate to prepare legal descriptions and execute quitclaims as are reasonably necessary to reflect the elimination of unused portions of the Easement Area.

7. All notices, requests and demands hereunder must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger or overnight courier) or, if delivered by mail, shall be deemed given three (3) days after being deposited by certified mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows, or to such other address or addresses as the parties may from time to time specify in writing:

To COUNTY:	County of Orange OC Public Works, Land Development 601 North Ross Street Santa Ana, CA 92701 Attn: Manager
To GRANTORS:	RMV PA3 Development, LLC DMB San Juan Investment North, LLC c/o Rancho Mission Viejo, LLC P.O. Box 9 San Juan Capistrano, CA 92693 Attn: Community Development Department

8. Nothing in this Grant of Storm Drain Easement is intended, nor shall anything in this Grant of Storm Drain Easement be construed, to transfer to COUNTY or its successors or assigns or to relieve GRANTORS or their successors or assigns or predecessors-in-title of any responsibility or liability GRANTORS or their successors or assigns or predecessors-in-title now have, have had or come 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 provisions of the law). Furthermore, COUNTY may exercise its right under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from GRANTORS 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 or toxic substances or materials upon, within or under the Easement Area. Notwithstanding the foregoing, COUNTY, its successors and assigns shall be and remain liable for any hazardous or toxic substances or materials which become located, because of COUNTY's, its successors and/or assigns operations, upon, within or under the Easement Area.

9. Future incorporation of the Easement Area into a city identifies such city as the

successor of the COUNTY for purposes of this Grant of Storm Drain Easement and binds said city to the terms and conditions of this Grant of Storm Drain Easement.

10. This Grant of Storm Drain Easement, and the benefits and burdens hereof, shall run with the land and shall inure to the benefit of and be binding upon GRANTORS, COUNTY and their respective heirs, executors, administrators, representatives, successors and assigns.

Attachments:

Exhibit A – Legal Description of Easement Area

Exhibit B – Depiction of Easement Area

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this instrument has been executed this 13 day of July, 2022.

"GRANTORS"

RMV PA3 DEVELOPMENT, LLC,
a Delaware limited liability company

By: RANCHO MISSION VIEJO, LLC,
a Delaware limited liability company,
Its: Authorized agent and manager

By: 

Name: Elise L. Millington
Executive VP & CFO

Its: _____

By: 

Name: Jeremy T. Laster
Executive VP & COO

Its: _____

DMB SAN JUAN INVESTMENT NORTH, LLC,
a Delaware limited liability company

By: RANCHO MISSION VIEJO, LLC,
a Delaware limited liability company,
Its: Authorized agent and manager

By: 

Name: Elise L. Millington
Executive VP & CFO

Its: _____

By: 

Name: Jeremy T. Laster
Executive VP & COO

Its: _____

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.

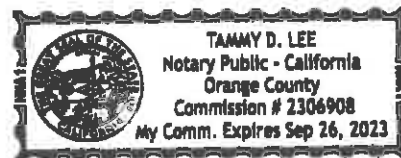
STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

On July 13, 2022 before me, Timmy D. Lee,
 Notary Public, personally appeared Elise L. Millington and Jeremy T. Laster,
 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.

Timmy D. Lee
 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 order of the Board of Supervisors of Orange County, California, and the COUNTY OF ORANGE consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Chairman of the Board of Supervisors
Orange County, CA

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

ATTEST:

Robin Stieler
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By:  _____
Deputy

Date: 7/18/2022

HUITT-ZOLLARS

HUITT-ZOLLARS, INC • 2803 Main Street • Suite 400 • Irvine, CA 92614-4250 • 949 988 5515 phone • 949 988 5820 fax • huilt-zollars.com

R302473.01

05/06/2022

**EXHIBIT A
LEGAL DESCRIPTION
COUNTY OF ORANGE
STORM DRAIN EASEMENT**

Being a portion of Parcels 99, 101 and 102 of Certificate of Compliance CC 2011-01, in the Unincorporated Territory of the County of Orange, State of California, recorded December 27, 2011 as Instrument No. 2011000677171 of Official Records, in the office of the County Recorder of said County, described as follows:

Commencing at the Westerly terminus of that certain course along the general Southerly line of the Grant Deed to the County of Orange, recorded July 29, 2020 as Instrument No. 2020000366919, of said Official Records, described as having a bearing and distance of "North 78°33'18" West 55.50 feet" in said Grant Deed; thence along said general Southerly line South 78°33'18" East 15.92 feet; thence leaving said general Southerly line South 11°26'42" West 385.16 feet to the TRUE POINT OF BEGINNING; thence South 70°21'01" East 173.56 feet to the beginning of a curve concave Northeasterly having a radius of 648.00 feet; thence Southeasterly and Easterly 185.12 feet along said curve through a central angle of 16°22'07"; thence South 86°43'08" East 172.97 feet to the beginning of a curve concave Northerly having a radius of 1,963.00 feet; thence Easterly 281.81 feet along said curve through a central angle of 08°13'31"; thence North 85°03'21" East 196.94 feet; thence South 04°56'39" East 54.00 feet; thence South 85°03'21" West 196.94 feet to the beginning of a curve concave Northerly having a radius of 2,017.00 feet; thence Westerly 289.56 feet along said curve through a central angle of 08°13'31"; thence North 86°43'08" West 180.16 feet to the beginning of a curve concave Northeasterly having a radius of 652.00 feet; thence Westerly and Northwesterly 186.27 feet along said curve through a central angle of 16°22'07"; thence North 70°21'01" West 172.97 feet to a line bearing North 11°26'42" East and passing through the TRUE POINT OF BEGINNING; thence along said Line North 11°26'42" East 54.56 feet to the TRUE POINT OF BEGINNING.

Containing an area of 1.264 acres, more or less.

As shown on Exhibit B attached hereto and by this reference made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

David W. Mackey
DAVID W. MACKEY, PLS 8912



SHEET 1 OF 3

TRACT NO. 17931
M.M. 991 / 9-35

INSTRUMENT NO.
2020000366993, O.R.

LEGADO ROAD
COW
CAMP ROAD

(N85°12'33"E
237.81')

INSTRUMENT NO.
2020000366919, O.R.

1.264 ACRES

CERTIFICATE OF
COMPLIANCE
CC 2011-01

102

INSTRUMENT NO.
2011000677171, O.R.

SCALE 1"=300'



(XXX) INDICATES RECORD DATA PER GRANT DEED RECORDED
JULY 29, 2020 AS INSTRUMENT NO. 2020000366919, O.R.

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2803 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

5-6-2022

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

EXHIBIT 'B'
STORM DRAIN
EASEMENT

SCALE 1"=300'

DRAWN BY PMP/MB

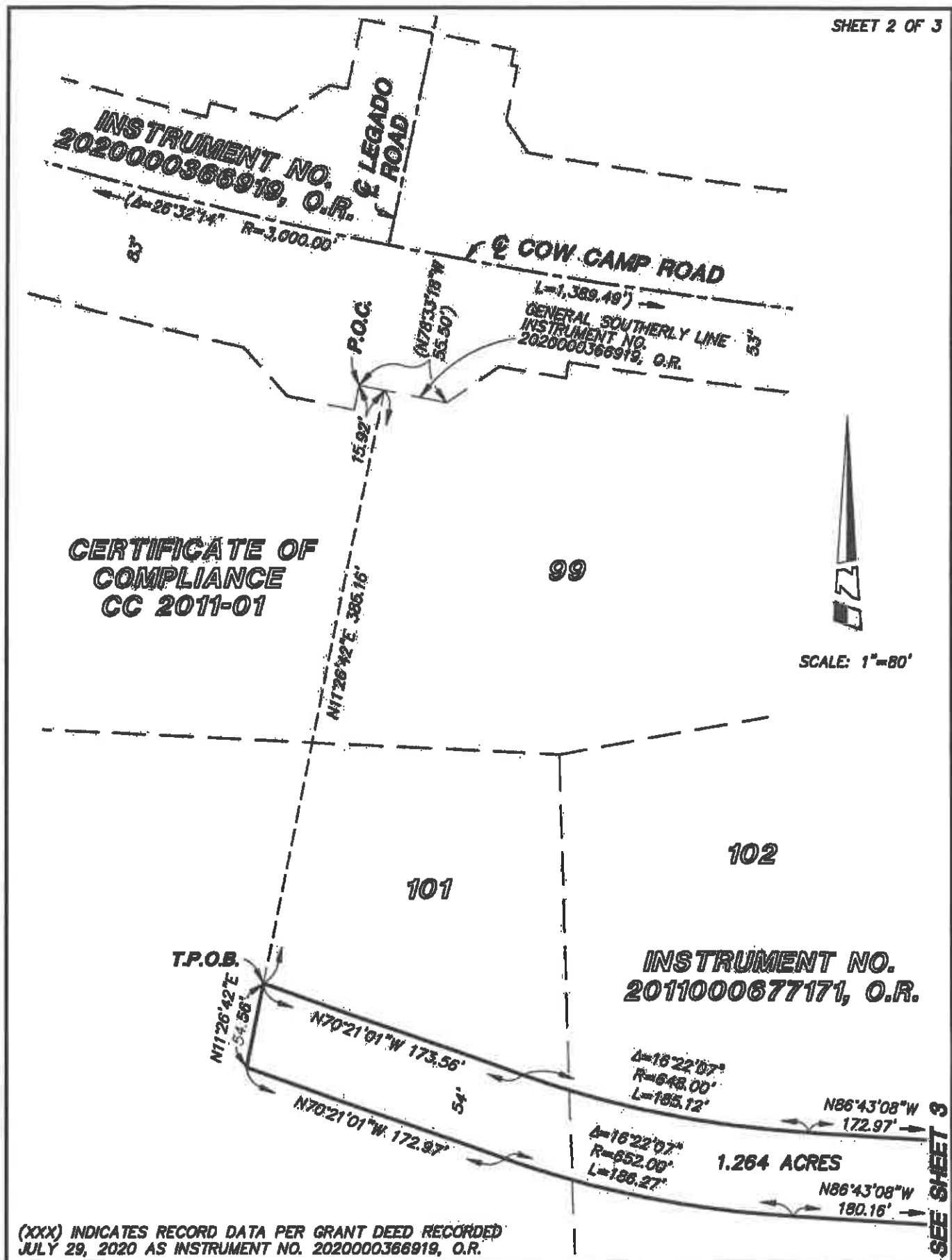
CHECKED BY DWM

DATE 5/6/2022

JOB NO. R302473.01

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SHEET 2 OF 3



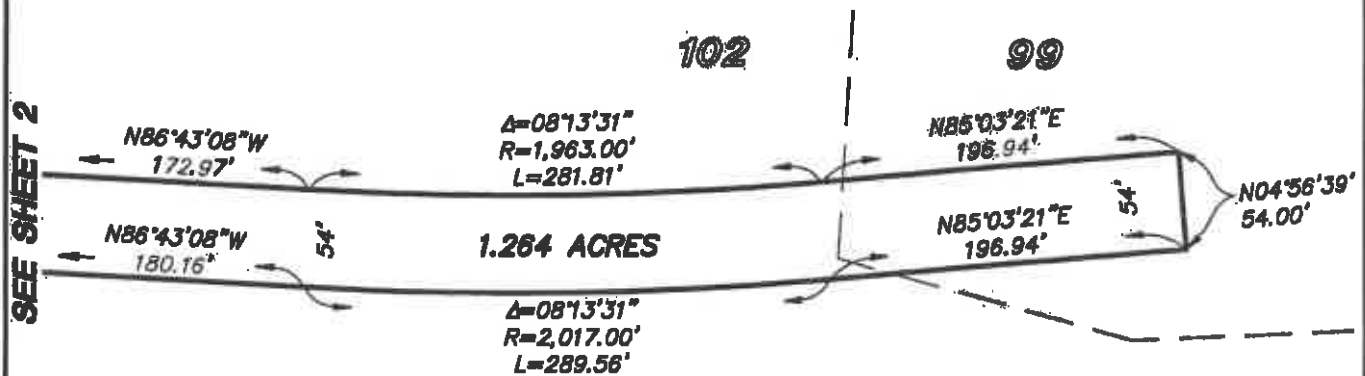
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SHEET 3 OF 3



SCALE: 1"=100'

CERTIFICATE OF COMPLIANCE CC 2011-01



**INSTRUMENT NO.
2011000677171, O.R.**