

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

Santa Margarita Water District
P.O. Box 2279
Mission Viejo, CA 92690-0279

This document is recorded for the benefit
of SANTA MARGARITA WATER DISTRICT.
The recording fee is exempt under Section
6103 of the Government Code.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

Mail Tax Statements to the address above

DOCUMENTARY TRANSFER TAX \$ _____

___ Computed on the consideration or value of property conveyed; OR
___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.
___ Exempt per Revenue & Taxation Code Section 11922 (acquired by exempt agency)
___ Exempt per Revenue & Taxation Code Section 19111 (a) (value does not exceed \$100)
___ Other: _____

By: _____
Santa Margarita Water District

Location: Unincorporated County of Orange
Facility: General Thomas F. Riley Wilderness Park
Facility/Parcel No.: PR66A - 154

EASEMENT DEED AND AGREEMENT

(Access Easement from Vela Court to the Gobernadora Multipurpose Basin)

This EASEMENT DEED AND AGREEMENT ("**Agreement**") is made _____, 2013 ("**Commencement Date**"), by and between **COUNTY OF ORANGE**, a political subdivision of the State of California, hereinafter referred to as "**Grantor**," and the **SANTA MARGARITA WATER DISTRICT**, a California water district formed and existing pursuant to *Section 34000, et. seq.*, of the Water Code of the State of California, hereinafter referred to as "**Grantee**."

RECITALS

A. Grantor is the owner in fee of the real property described in **Exhibit A** and depicted on **Exhibit B**, which exhibits are attached hereto and made a part hereof ("**Property**"). The Property is currently used as a riding and hiking trail within General Thomas F. Riley Wilderness Park.

B. The Property is adjacent to Grantee's future basin facility to be constructed by Grantee per the Gobernadora Multi-Purpose Basin Implementation Agreement dated November 14, 2012 ("**Facility**").

C. Grantee desires to secure permanent access to the said Facility.

D. Grantor is willing to grant Grantee an access easement subject to the current riding and hiking trail use of the Property.

GRANT OF EASEMENT

NOW, THEREFORE, Grantor does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive easement and right-of-way for ingress and egress purposes over, upon, and across the Property ("**Easement Area**"). The easement and right-of-way granted herein are limited solely to ingress and egress Grantee's Facility.

The easement and right-of-way acquired herein are nonexclusive and are acquired subject to the right of Grantor, its successors and assigns, to use the surface and subsurface of the land within the Easement Area to the extent that such use is compatible with the full and free exercise of the easement and right-of-way by Grantee; provided, however, that no fences, block walls, or other structures or other improvements shall be constructed upon, over and along the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed.

Grantee shall have the right to use gates in all of Grantor's fences which presently or hereafter cross the Easement Area, and to remove, trim, cut and clear away any trees and brush whenever in Grantee's reasonable judgment the same shall be necessary for the convenience and safe exercise of the rights granted hereby.

It is understood and agreed by the parties hereto and their successors and assigns, that the said easement herein granted shall be subject to covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the Easement Area or any portion thereof, whether of record or not. The foregoing grant is made subject to the following terms and conditions:

1. GRANTOR'S USE OF EASEMENT AREA

It is understood and agreed that the easement acquired herein is subject to the superior rights of the Grantor to use the Easement Area for any purpose whatsoever, to the extent that such use does not unreasonably interfere with the Grantee's use of the Easement Area. The Grantee is herein granted this right that is not otherwise inconsistent with the Grantor's use of the Easement Area, if any, as provided below.

2. GRANTEE'S USE OF EASEMENT AREA

By acceptance of this Agreement, Grantee agrees that this grant is subject to the following express limitations:

- A. Grantee shall not cross the Easement Area with vehicles larger than a one-ton pickup truck. Grantee or Grantee Licensees shall obtain in advance an OC Parks Permit to cross the Easement Area with any vehicles larger than a one-ton pickup truck.
- B. Grantee shall not access any other portion of the Grantor's property and agree to restrict its use to only the Easement Area.
- C. Except for emergency repairs, no construction shall be commenced within the Easement Area until plans for such construction have first been approved in writing by the Director of OC Parks or designee (hereinafter referred to as "**Director**") and an OC Parks Permit for construction has been issued. Grantor agrees that such plans shall be approved or disapproved within a reasonable time following receipt thereof, and that approval will not be unreasonably withheld.
- D. Notwithstanding the foregoing, Grantee may make emergency repairs by contacting OC Park's Dispatch Number (562) 594-7232 in the event that emergency repairs need to be done during after hours, and secure an OC Parks Permit within seventy-two (72) hours thereafter.
- E. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.
- F. Grantee understands and agrees that Grantor, by this Agreement, conveys no surface rights to Grantee, except those rights defined herein.

3. CONSTRUCTION AND MAINTENANCE

Grantor and Grantee understand and agree that Grantee will have to make some initial modifications to the Easement Area to facilitate Grantee's vehicular access, which shall not unreasonably interfere and/or interrupt Grantor's current use of the Easement Area.

Grantee shall have all construction and/or maintenance plans approved in writing by Director prior to commencement of any work (initial and/or future); and upon completion of any work, Grantee shall immediately notify Director in writing of such completion. Any modifications or changes to the Easement Area shall be approved in writing by the Director, including the submission of new or revised construction and/or maintenance plans. All construction and Easement Area improvements must meet all local, state and federal laws and regulations where applicable.

Director's approval of Grantee's construction 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. Grantor is not responsible for design,

assumptions or accuracy of Grantee's construction and/or maintenance plans. Director will rely on the professional expertise of the Engineer of Record when approving Grantee's construction and/or maintenance plans.

Should it be necessary for Grantee to disturb the surface of the Easement Area subsequent to the completion of the initial modifications of the Easement Area, Grantee agrees to notify Director in writing sixty (60) days in advance and to obtain Director's written approval of all plans prior to commencement thereof and to obtain a permit for construction from Grantor after payment of normal processing fees. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation.

Any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation, damaged shall be promptly restored by Grantee at its expense to the same condition as existed prior to excavation, to Director's reasonable satisfaction. All improvements constructed by Grantee pursuant to this Agreement shall be maintained by Grantor in good repair and in safe condition.

4. PRIMARY USE OF THE EASEMENT AREA

Grantee acknowledges that the Easement Area is part of the General Thomas F. Riley Wilderness Park trail system and use of the trail by pedestrians, hikers and bicyclists requires safe passage. Furthermore, the trail use shall be considered the Easement Area's primary use.

5. GRANTOR'S MAINTENANCE RESPONSIBILITY

Grantor shall be responsible for the maintenance of the Easement Area in good repair and in safe condition at its own expense, subject to Section 6 of this Agreement.

6. GRANTEE'S MAINTENANCE RESPONSIBILITY

Grantee shall repair at its own expense any damage to the Easement Area, the improvements to the Easement Area and/or the area immediately adjacent to the Easement Area that are the result of the Grantee's or Grantee Licensees' negligence.

7. ANNUAL FEE

Grantee agrees to pay Grantor an annual fee of Two Thousand Dollars (\$2,000) for the Easement Area ("**Annual Fee**"), payable on or before the Commencement Date and on each anniversary thereafter. The initial Annual Fee shall be payable thirty (30) days prior to the execution of this Agreement. All Annual Fee payments shall refer to Grantee's name, Project Name: Riley Wilderness Park – Access Easement, and Project/Parcel No. PR66A-154. Said payment shall be made to COUNTY OF ORANGE and mailed to:

County of Orange
Orange County Treasurer-Tax Collector
Revenue Recovery/Accounts Receivable Unit
P.O. Box 4005
Santa Ana, CA 92702-4005

If Grantee fails to timely pay a particular Annual Fee, a late charge of ten percent (10%) shall be applied to the delinquent rent if full payment is not received by the Grantor within thirty (30) days following the date such payment is due. An additional ten percent (10%) penalty will accrue for each thirty (30) day period on the outstanding balance until full payment is received.

8. REVISION OF ANNUAL FEE

On the fifth anniversary of the Commencement Date and every five years thereafter, Grantee agrees that the Annual Fee shall be subject to an automatic adjustment in proportion to changes in the Consumer Price Index for Los Angeles All Items (base year 1982-84=100)] promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor.

The automatic adjustment shall be calculated by means of the following formula:

$$A = \$2,000 \times \frac{B}{C}$$

A = Adjusted Annual Fee

B = Monthly index for the fourth month prior to the month in which each Annual Fee adjustment is to become effective

C = Monthly index for the month in which the Agreement becomes effective

Notwithstanding the foregoing, in no event shall the Annual Fee be reduced by reason of any such adjustment. In the event that the Consumer Price Index is not issued or published for the period for which such Annual Fee is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the U.S. Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the U.S. Government shall be used and if none is so published, then another index generally recognized and authoritative shall be substituted by Director.

9. ASSIGNMENT

Grantee shall not assign its interest in the Easement Area without obtaining the Grantor's prior written consent, which consent may not be unreasonably withheld unless Grantor determines that any proposed assignee (a) does not intend to use the Easement Area for the purpose of obtaining access to the Facility, or (b) does not have characteristic relevant (in Grantor's reasonable opinion) to Grantee's obligations under this Agreement.

10. INSURANCE

Grantee agrees to purchase all required insurance at Grantee's expense and to deposit with the Grantor's certificates of insurance, including all endorsements required herein, necessary to satisfy Grantor that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the Grantor during the entire term of this Agreement.

Grantee agrees that Grantee shall not access the Easement Area at any time the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of the Director. In no cases shall assurances by Grantee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Grantee also agrees that upon cancellation, termination, or expiration of Grantee's insurance, Grantor may take whatever steps are necessary to interrupt any operation from or on the Easement Area until such time as the insurance is reinstated.

If Grantee fails to provide Director with a valid Certificate of Insurance and endorsements, or binder at any time during the term of the Agreement, Grantor and Grantee agree that this shall constitute a material breach of this Agreement, which Grantee shall have ten (10) days to cure. Whether or not a notice of default has or has not been sent to Grantee, said material breach shall permit Grantor to take whatever steps necessary to interrupt any operation from or on the Easement Area, and to prevent any persons, including, but not limited to, members of the general public, and Grantee's employees and agents, from entering the Easement Area after the ten (10) day cure period, until such time as Director is provided with adequate evidence of insurance required herein. Grantee further agrees to hold Grantor harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the Grantor's action.

All contractors performing work on behalf of Grantee pursuant to this Agreement shall be included as additional insureds under the Grantee's policies or shall obtain insurance subject to the same terms and conditions as set forth herein for Grantee. Grantee shall not allow contractors to work if contractors are not included as additional insureds under the Grantee's policies or have less than the level of coverage required by the Grantor from the Grantee

under this Agreement. It is the obligation of the Grantee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Easement Area. Such proof of insurance must be maintained by Grantee through the entirety of this Agreement and be available for inspection by Grantor's representative at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, the Certificate of Insurance shall indicate a zero (0) by the appropriate line of coverage. Any SIR or deductible in excess of \$25,000 (\$5,000 for automobile liability) shall be specifically approved by the Grantor's County Executive Office (CEO)/Office of Risk Management.

If the Grantee fails to maintain insurance acceptable to the Grantor for the full term of this Agreement, the Grantor may terminate this Agreement.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com.

The policy or policies of insurance maintained by the Grantee shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage of all owned and non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 limit per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Grantee's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Agreement shall waive all rights of subrogation against County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Agreement shall give Grantor thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates and endorsements shall be forwarded to the County of Orange (OC Parks, 13042 Old Myford Road, Irvine, 92602).

Grantor expressly retains the right to require Grantee reasonably to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by Grantor's CEO/Risk Manager as appropriate to adequately protect Grantor.

Grantor shall notify Grantee in writing of changes in the insurance requirements. If Grantee does not deposit copies of acceptable certificates of insurance and endorsements with Grantor incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to Grantee, and Grantor shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Grantee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

11. INDEMNIFICATION

Grantee, its successors or assigns, agrees to indemnify, defend with counsel approved in writing by Grantor, and hold harmless Grantor, its elected and appointed officials, officers, agents and employees, from any and all penalties, liabilities, or losses resulting from claims or court actions arising directly or indirectly out of any injury to persons or damage to property by reason of the actions or omissions, intentional or otherwise, of Grantee, its agents, employees or contractors employed by Grantee in exercising any of the privileges herein granted or in consequence thereof.

Grantor, its successors or assigns, agrees to indemnify, defend with counsel approved in writing by Grantee, and hold harmless Grantee, its elected and appointed officials, officers, agents and employees, from any and all penalties, liabilities, or losses resulting from claims or court actions arising directly or indirectly out of any injury to persons or damage to property by reason of the actions or omissions, intentional or otherwise, of Grantor, its agents, employees or contractors employed by Grantor in exercising any of the privileges herein granted or in consequence thereof.

12. HAZARDOUS OR TOXIC MATERIALS

Nothing in this Agreement is intended nor shall anything in this Easement Deed be construed to transfer to Grantee 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 regulations or other provision of the law). Furthermore, Grantee may exercise its right under law to bring action, if necessary, to recover cleanup 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 or toxic substances or materials upon, within, or under the real property interests transferred pursuant to this Agreement. Notwithstanding the forgoing, Grantee shall be and remain liable for any hazardous or toxic substances or materials which become located, because of Grantee's operations, upon, within, or under the real property interests transferred pursuant to this Agreement. Grantee shall not cause or permit any "Hazardous Material," as hereinafter defined, 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 Grantor for damage resulting therefrom, then Grantee shall indemnify, defend with counsel approved by Grantor, and

hold Grantor, the Grantor of Orange, and their elected or appointed officials, officers, employees, and agents harmless 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 limitations, costs incurred by Grantor 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 actions, 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 the such Hazardous Material by Grantee, provided Grantee shall first have to obtained Grantor's written approval and the approval of any necessary governmental entities or agencies.

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, Grantor acting in its governmental capacity, the State of California, or the United States government.

13. RESERVATIONS

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

14. CONVEYANCE SUBJECT TO EXISTING INTERESTS

This grant 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 property which exceed those owned by Grantor, or any representation or warranty, either express or implied, relating to the nature or condition of the property or Grantor's interest therein.

15. VENUE

The parties hereto agree that this Agreement 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 Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange Grantor, 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 Grantor.

16. SEVERABILITY

If any term, covenant, condition, or provision of this Agreement 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.

17. 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.

18. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

19. ATTORNEYS' FEES

In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorneys' fees and costs.

20. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties. Any amendment or cancellation of this Agreement shall be recorded in the Official Records of the Grantor of Orange.

21. AUTHORITY

The parties to this Easement Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

22. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

23. WAIVER OF RIGHTS

The failure of the Grantor to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that Grantor 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 Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Agreement.

24. NOTICES

All notices, documents, correspondence, and communications concerning this easement shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified 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, regular mail, or facsimile and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or facsimile, or forty-eight (48) hours after mailing if provided by regular mail.

To Grantor: OC Parks
 13042 Old Myford Road
 Irvine, CA 92602-2304
 Attention: Real Estate Manager

To Grantee: Santa Margarita Water District
 P.O. Box 7005
 Mission Viejo, California 92690-7005
 Attention: General Manager

25. ADDITIONAL ACCESS RIGHTS

Grantee shall secure access rights from Vela Court to the northerly access point of the Easement Area. Grantor shall not be responsible for facilitating Grantee access from Vela Court.

26. NO ABILITY TO GRANT EQUAL OR LESSER INTERESTS

This Agreement is granted by Grantor only for the limited purposes of Grantee as described herein. Grantee shall not have the ability to grant equal or lesser interests in the Easement Area, including but not limited to easements, licenses or permits. Any such grant shall be null and void upon the Grantee's attempt to do so, and will result in the abandonment of the easement by Grantee.

27. ENTIRE EASEMENT AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.

//
//

[Signature page follows]

IN WITNESS WHEREOF, GRANTOR has executed this Agreement as of the _____ day of _____, 20____.

Grantor

COUNTY OF ORANGE, a political subdivision
of the State of California

By: _____
Chair of the Board of Supervisors
Orange County, California

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
Government Code Section 25103, Resolution 79-1535.

ATTEST:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

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

By: Mich. A. Hurd
Deputy

Date: 11-21-13

Grantee

SANTA MARGARITA WATER DISTRICT, a
California water district formed and existing
pursuant to *Section 34000, et. seq.*, of Water
Code of the State of California

By: _____
Donald H. Bunts, Chief Engineer

District Attorney

By: _____
Attorney

Date: _____

SANTA MARGARITA WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

The undersigned, being the duly appointed agent of SANTA MARGARITA WATER DISTRICT, a public corporation ("District"), Orange Grantor, California, pursuant to its Resolution No. 88-10-2, does hereby accept on behalf of the District, the interest in real property conveyed by attached Easement Deed and Agreement dated__ from County of Orange to District and does hereby certify District consents to the recordation of the attached Easement Deed and Agreement.

Date:_____

SANTA MARGARITA WATER DISTRICT

By: _____
Donald H. Bunts, Chief Engineer

R101456.01 (D)
 10-25-13
 Revised
 11-21-13

EXHIBIT A
 LEGAL DESCRIPTION
 SANTA MARGARITA WATER DISTRICT
 GOBERNADORA BASIN
 ACCESS EASEMENT
 (PR66A-154)

That portion of Lot MM of Tract No. 15755, in the Unincorporated Territory of Orange County, State of California, as shown on a map recorded in Book 798, Pages 27 to 37, inclusive, of Miscellaneous Maps, in the office of the County Recorder, of said County; together with that portion of Wagon Wheel Regional Park, as described in the Grant Deed to the County of Orange, recorded February 2, 1983 as Instrument No. 83-052705 of Official Records, in the office of said County Recorder, being a strip of land, 16.00 feet wide, the centerline of which being described as follows:

Commencing at Southwesterly terminus of that certain course along the Northwesterly line of Parcel 53 of Certificate of Compliance CC 2011-01, recorded December 27, 2011 as Instrument No. 2011000677171 of said Official Records, shown as having a bearing and distance of "North 69°54'36" East 1628.33 feet" on said Certificate of Compliance, said Southwesterly terminus also being the most Southerly corner of said Tract No. 15755; thence along said Northwesterly line and the Southeasterly line of said Tract No. 15755 North 69°54'36" East 1040.38 feet to the TRUE POINT OF BEGINNING; thence leaving said Northwesterly line and said Southeasterly line North 28°07'51" West 52.25 feet; thence North 32°58'12" West 304.91 feet to the beginning of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly 5.27 feet along said curve through a central angle of 06°02'16"; thence North 26°55'56" West 144.18 feet to the beginning of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly 7.23 feet along said curve through a central angle of 08°16'59"; thence North 18°38'57" West 61.69 feet to the beginning of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly 3.95 feet along said curve through a central angle of 04°31'50"; thence North 14°07'07" West 59.37 feet to the beginning of a curve concave Easterly having a radius of 50.00 feet; thence Northerly 10.18 feet along said curve through a central angle of 11°40'10"; thence North 02°26'57" West 105.51 feet to the beginning of a curve concave Westerly having a radius of 50.00 feet; thence Northerly 2.15 feet along said curve through a central angle of 02°27'39"; thence North 04°54'36" West 177.92 feet to the beginning of a curve concave Westerly having a radius of 50.00 feet; thence Northerly 2.20 feet along said curve through a central angle of 02°31'28"; thence North 07°26'04" West 77.84 feet to the beginning of a curve concave Easterly having a radius of 50.00 feet; thence Northerly 2.81 feet along said curve through a central angle of 03°13'14"; thence North 04°12'50" West 62.45 feet to the

EXHIBIT A
 LEGAL DESCRIPTION-CONTINUED
 SANTA MARGARITA WATER DISTRICT
 GOBERNADORA BASIN ACCESS EASEMENT
 PAGE 2

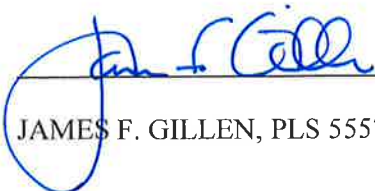
R101456.01 (D)
 10-25-13
 Revised
 11-21-13

beginning of a curve concave Southwesterly having a radius of 50.00 feet; thence Northwesterly 11.41 feet along said curve through a central angle of $13^{\circ}04'47''$; thence North $17^{\circ}17'37''$ West 55.80 feet to the beginning of a curve concave Southwesterly having a radius of 50.00 feet; thence Northwesterly 38.34 feet along said curve through a central angle of $43^{\circ}56'09''$; thence North $61^{\circ}13'46''$ West 16.67 feet to the beginning of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly 43.05 feet along said curve through a central angle of $49^{\circ}19'49''$; thence North $11^{\circ}53'57''$ West 94.40 feet to the beginning of a curve concave Southwesterly having a radius of 50.00 feet; thence Northwesterly 11.81 feet along said curve through a central angle of $13^{\circ}32'14''$; thence North $25^{\circ}26'11''$ West 68.22 feet to the beginning of a curve concave Easterly having a radius of 50.00 feet; thence Northerly 38.45 feet along said curve through a central angle of $44^{\circ}03'34''$; thence North $18^{\circ}37'23''$ East 8.65 feet to the beginning of a curve concave Westerly having a radius of 50.00 feet; thence Northerly 23.83 feet along said curve through a central angle of $27^{\circ}18'07''$; thence North $08^{\circ}40'44''$ West 0.74 feet to the Southeasterly right-of-way line of Vela Court and its Northeasterly prolongation, as shown on said Tract No. 15755.

The sidelines of said strip of land shall be lengthened or shortened so as to originate in said Southeasterly line of said Tract No. 15755 and terminate in said Southeasterly right-of-way line of said Vela Court and its Northeasterly prolongation.

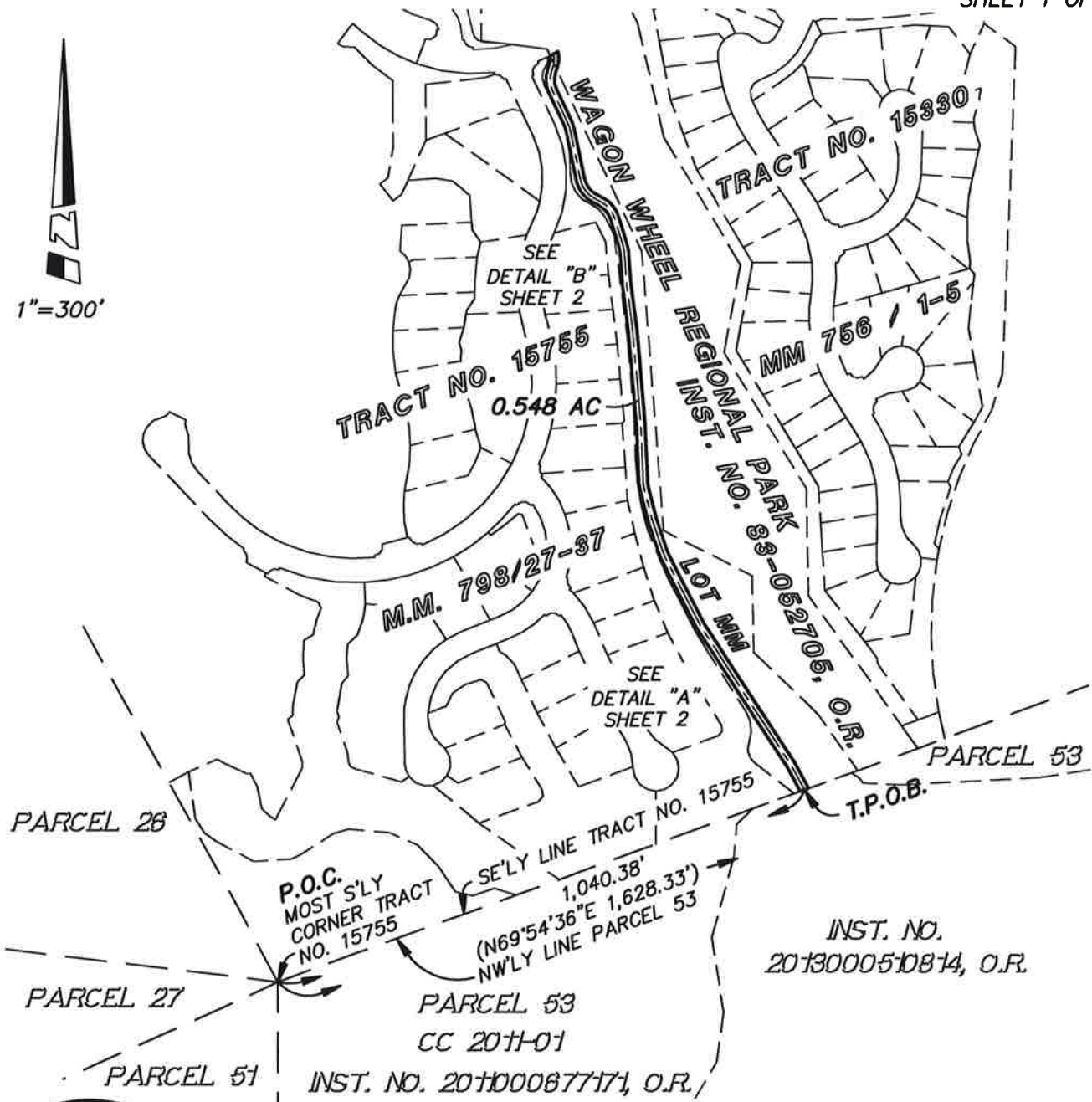
Containing an area of 23,861 square feet, more or less.

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


 JAMES F. GILLEN, PLS 5557



1"=300'



(XXX) INDICATES RECORD DATA PER CERTIFICATE OF COMPLIANCE
2011-01, INSTRUMENT NO. 2011000677171, OFFICIAL RECORDS.

REVISED 11/21/2013

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

[Signature]

11/21/13

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION
EXHIBIT B
SMWD- GOBERNADORA
BASIN
ACCESS EASEMENT
(PR66A-154)

SCALE 1"=300'

DRAWN BY PMP

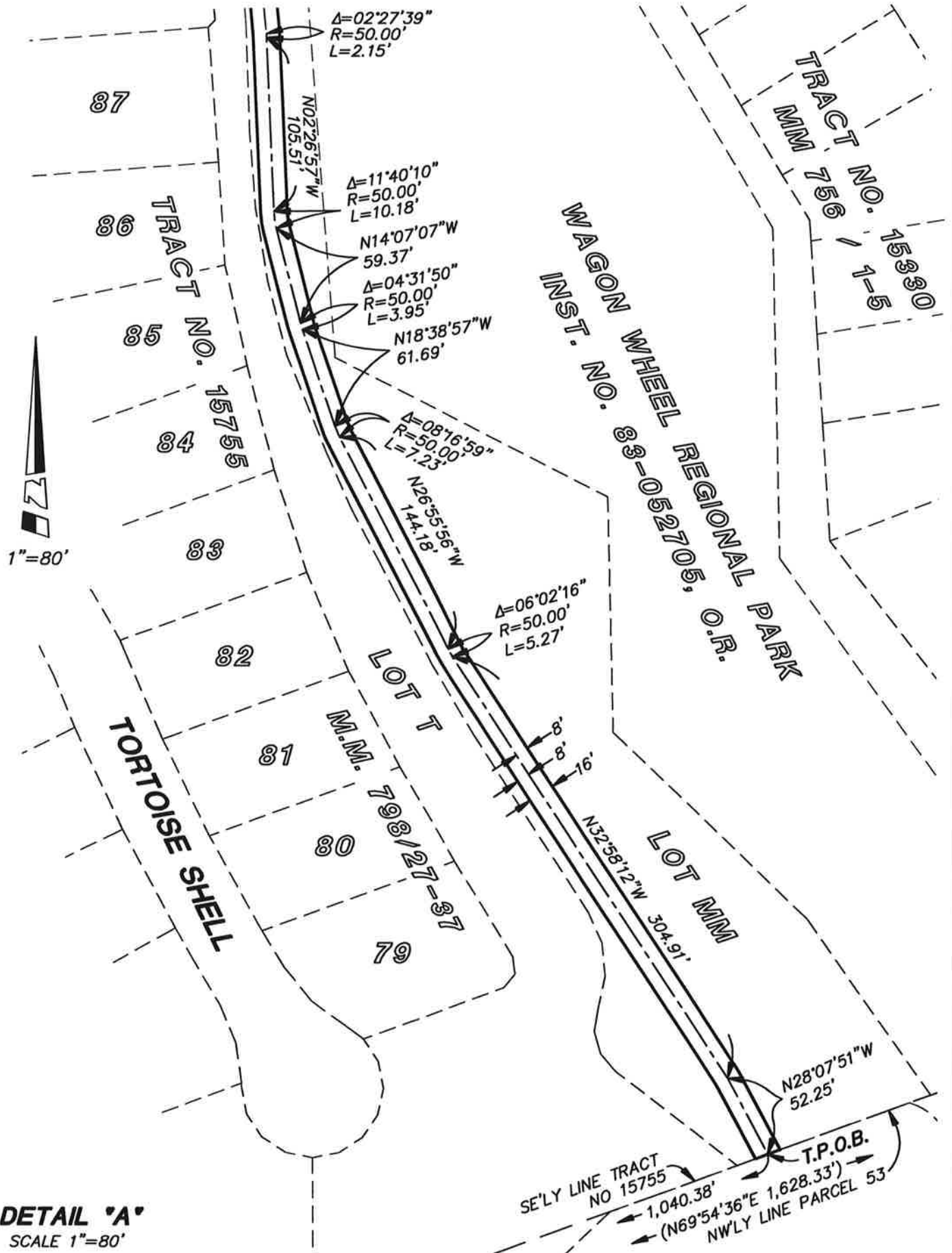
CHECKED BY PMc

DATE 10-25-2013

JOB NO.
10-1456-01

SEE DETAIL 'B' SHEET 3

SHEET 2 OF 3



DETAIL 'A'
SCALE 1"=80'

