

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

Irvine Unified School District
P.O. Box 19535
Irvine, CA 92713
Attn: John Fogarty

WITH A CONFORMED COPY TO:

Irvine Community Development Company LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel's Office

(Space above 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: _____
(Undersigned Declarant)

- ☐ Unincorporated Area
☒ Incorporated, City of Irvine

EASEMENT DEED

(Access to Jeffrey Trail Middle School)

This Easement Deed ("***Easement Deed***") is made as of _____, 20__, by and between IRVINE COMMUNITY DEVELOPMENT COMPANY LLC, a Delaware limited liability company ("***Grantor***"), and the IRVINE UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("***Grantee***").

WHEREAS, Grantor is the fee owner of certain real property located in the City of Irvine, State of California, described as Lots D and E of Tract No. 17394 as shown on a Map recorded in Book 902, Pages 33 to 43, inclusive, of Miscellaneous Maps, Records of Orange County, California ("***Grantor's Property***").

WHEREAS, Grantee is the fee owner of certain real property located in the City of Irvine, State of California, identified Lot 6 of Tract 17420, as shown on a Map recorded in Book 907, Pages 43 to 50, inclusive, of Miscellaneous Maps, Records of Orange County, California ("***Grantee's Property***").

WHEREAS, Grantee desires to obtain access from Grantee's Property to the adjacent public streets known as Visions and Roosevelt (the "***Adjacent Streets***") across a portion of Grantor's Property described on Exhibit A and depicted on Exhibit B attached hereto (the "***Easement Area***"), and Grantor wishes to convey to Grantee an easement for access to Grantee's Property across the Easement Area, subject to the terms and conditions of this Easement Deed.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress (the "***Easement***") over the Easement Area. The Easement is limited to use by Grantee and its invitees, employees and agents, and members of the general public traveling to and from Grantee's Property. No rubbish, trash, garbage, refuse, debris, equipment or materials of any kind shall be placed or abandoned by Grantee on the Easement Area.

2. Subject to Matters of Record or Apparent. In addition to the terms and conditions set forth in this Easement Deed, the Easement conveyed to Grantee hereunder shall be subject to all easements, covenants, conditions, restrictions, reservations, rights and rights-of-way of record or apparent or of which Grantee has actual notice.

3. Non-Exclusive Rights. Grantee's use of the Easement Area shall be non-exclusive, and Grantor retains the rights to use and to grant to others the non-exclusive right to use the property burdened by the Easement for any and all lawful purposes, to the extent such uses, or any of them, do not unreasonably interfere with the exercise by Grantee of the Easement granted hereunder. Grantor's reserved rights shall include without limitation, the right to construct, relocate, maintain and use roadways, pipelines and utilities on, in, under, across or along the Easement Area.

4. Appurtenant to Grantee's Property. For the purpose of this Easement, Grantee's Property shall be the dominant tenement and Grantor's Property shall be the servient tenement.

5. Compliance with Law. Grantee shall be responsible for complying with all laws, ordinances and regulations with respect to its use of the Easement.

6. Term of Easement. The term of this Easement shall be from the date of recordation of this Easement Deed in the Official Records of Orange County, California, until the first to occur of:

(a) Use of the Easement Area for any purpose not expressly permitted herein or violation (including failure to perform) by Grantee of any of its obligations contained herein where such unpermitted use or violation is not cured within thirty (30) days of Grantee's receipt of written notice thereof from Grantor (or if such matter is not reasonably capable of cure within such period, Grantee has not commenced such cure within such period and thereafter diligently prosecuted such cure to completion).

(b) Dedication of the Easement Area or other access road as a public roadway between the Adjacent Streets and Grantee's Property.

Upon termination of the Easement for any of the reasons provided above, Grantee shall promptly execute and deliver to Grantor, in recordable form, such quitclaims or releases as may be necessary to confirm or effect such termination and to relinquish any rights or claim of Grantee to the Easement Area.

7. Damage and Repairs. If Grantee damages any portion of the Easement Area or any other property of Grantor during its activities under this Easement Deed, Grantee shall, at its sole cost and expense, promptly repair and restore the same to the condition that existed prior to the damage; provided, however, that prior to any such repair, Grantee shall, within fifteen (15) business days of the damage, review its planned repair with Grantor to confirm that such repair will be done to the reasonable

specifications of Grantor. Grantee shall not cause any liens of any kind to be filed against the Easement Area or any other portion of Grantor's Property as a result of such repair activities. If any such lien is filed, Grantee shall, at its sole cost and expense, take such actions as are necessary to cause the lien to be satisfied and discharged or to cause such lien to be removed of record.

8. Failure to Perform. To the extent that the repair of any Grantee damage is not completed by Grantee within thirty (30) business days of Grantee's receipt of Grantor's approval of Grantee's proposed repair as described in Section 7 above (or if such damage is not capable of repair within such period, if Grantee has not commenced such repair within such period and diligently thereafter completed such repairs), then Grantor may perform such repair and the cost thereof shall be paid by Grantee within thirty (30) days of its receipt of Grantor's invoice and backup documentation substantiating the work performed. Such amount shall bear interest at the rate of ten percent (10%) per annum from the end of such thirty-day period until fully paid.

9. Indemnity. Grantee shall defend, indemnify, protect and hold harmless Grantor and any person or entity controlling, controlled by, or under common control with Grantee, and each of their respective owners, shareholders, members, partners, directors, officers, employees, representatives and agents, and all of their respective successors and assigns (collectively, the "**Indemnitees**") from all losses, claims, liens, suits, costs, damages, expenses (including actual attorneys' fees), liabilities and/or actions of any name, kind or description (collectively, "**Claims**"), whether incurred by or made against any Indemnatee, arising out of or related to injuries to or death of any person or damage to any property resulting from or caused by (a) use of the Easement Area by Grantee, its officers, directors, employees, invitees, contractors, and agents, and the respective employees thereof, or (b) breach of any of the terms of this Easement Deed by Grantee; provided, however, that the obligation to indemnify shall not apply to the extent that any Claim is determined by a court of competent jurisdiction to have been caused by the active negligence or intentional misconduct of the Indemnitees or any of them. Payment of any Claim shall not be a condition precedent to enforcement of the indemnity obligations contained herein. Grantee's obligations under this Section shall survive until lapse of the applicable statutory period for limitation of actions, irrespective of whether the easement rights set forth herein have expired or been terminated.

10. Effect of Execution. Execution by Grantee of this Easement Deed shall constitute Grantee's approval of and agreement to be bound by all the terms, covenants, conditions and restrictions included in this Easement Deed.

11. Controlling Law. This Easement Deed shall be governed by and interpreted in accordance with the laws of the State of California.

12. Attorneys' Fees. In any proceeding between the parties hereto seeking enforcement of or attempting to construe any of the terms and provisions of this Easement Deed, including, without limitation, any litigation seeking legal, declaratory or other relief, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its costs and expenses and actual attorneys' fees.

13. Notices. Any notice, demand or other communication to be given by either party to the other hereunder shall be given by personal service, telegram or Express Mail, Federal Express, DHL, UPS or any other similar form of airborne/overnight delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, addressed to the parties at their respective addresses as follows:

IF TO GRANTEE: Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attention: Asst. Superintendent, Business Services

And to: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court, Suite 300
Cerritos, CA 90703
Attention: Andreas C. Chialtas, Esq.

IF TO GRANTOR: Irvine Community Development Company LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel's Office

Any such notice shall be deemed to have been given upon delivery or, if mailed, 48 hours after deposit in the mail as aforesaid. Either party may change the address where it desires to receive notice upon giving written notice of such request to the other party.

14. Construction. Headings at the beginning of any section of this Easement Deed are solely for the convenience of the parties and are not a part of this Easement Deed. This Easement Deed shall not be construed as if it has been prepared by either party, but rather as if both parties have prepared the same.

15. Waiver; Remedies. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

16. Successors. The provisions of this Easement Deed shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

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

18. Entire Agreement. This Easement Deed, including Exhibits A and B attached hereto, which are incorporated herein by this reference, contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this document shall be of no force or effect except a subsequent modification in writing, signed by the party to be charged.

[Signature Page Follows]

[Signature Page to Easement Deed]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed as indicated below.

IRVINE COMMUNITY DEVELOPMENT
COMPANY LLC,
a Delaware limited liability company

By: _____
J. David Conley
Senior Vice President

By: _____
Jamie Yoshida
Assistant Secretary

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Deed dated as of _____, 20__, from IRVINE COMMUNITY DEVELOPMENT COMPANY LLC, a Delaware limited liability company ("Grantor"), to the IRVINE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Grantee"), is hereby accepted by the undersigned officer on behalf of the IRVINE UNIFIED SCHOOL DISTRICT pursuant to authority conferred by the California Constitution and by Board action dated _____, 20__, and the Grantee consents to recordation thereof by its duly authorized officer.

IRVINE UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____
John Fogarty
Assistant Superintendent of Business Services/CFO

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 _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared **John Fogarty**, 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.

Notary Public in and for said State

(SEAL)

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 _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared **J. David Conley**, 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.

Notary Public in and for said State

(SEAL)

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 _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared **Jamie Yoshida**, 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.

Notary Public in and for said State

(SEAL)

EXHIBIT "A"
ACCESS EASEMENT

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA,
BEING A PORTION OF LOTS "D" AND "E" OF TRACT NO. 17394, AS SHOWN ON THE MAP
FILED IN BOOK 902, PAGES 33 THROUGH 43, INCLUSIVE, OF MISCELLANEOUS RECORD
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF LOT "D" OF SAID TRACT NO. 17394, BEING A STRIP OF LAND BEING 110.00 FEET WIDE, THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF ROOSEVELT AND VISIONS AS SHOWN ON SAID TRACT;

THENCE ALONG SAID CENTERLINE OF VISIONS, NORTH 40°39'13" EAST 576.40 FEET;

THENCE LEAVING SAID CENTERLINE NORTH 49°20'47" WEST 60.50 FEET TO THE **TRUE POINT OF BEGINNING**; SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF VISIONS;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 49°20'47" WEST 14.50.

PARCEL 2:

A PORTION OF LOT "D" OF SAID TRACT NO. 17394, BEING A STRIP OF LAND BEING 80.00 FEET WIDE, THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF ROOSEVELT AND VISIONS AS SHOWN ON SAID TRACT;

THENCE ALONG SAID CENTERLINE OF VISIONS, NORTH 40°39'13" EAST 288.90 FEET;

THENCE LEAVING SAID CENTERLINE NORTH 49°20'47" WEST 60.50 FEET TO THE **TRUE POINT OF BEGINNING**; SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF VISIONS;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 49°20'47" WEST 14.50.

PARCEL 3:

A PORTION OF LOT "E" OF SAID TRACT NO. 17394, BEING A STRIP OF LAND BEING 60.00 FEET WIDE, THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF ROOSEVELT AND VISIONS AS SHOWN ON SAID TRACT;

EXHIBIT "A"
ACCESS EASEMENT

THENCE ALONG SAID CENTERLINE OF ROOSEVELT, NORTH 49°20'47" WEST 144.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1880.00 FEET;

THENCE ALONG SAID CURVE WESTERLY, THROUGH A CENTRAL ANGLE OF 5°51'22", AN ARC LENGTH OF 192.15 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 55°12'09" WEST 116.41 FEET;

THENCE DEPARTING FROM SAID CENTERLINE, NORTH 34°47'51" EAST 65.50 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY OF ROOSEVELT;

THENCE DEPARTING FROM SAID RIGHT-OF-WAY, NORTH 34°47'51" EAST 65.50;

THENCE LEAVING SAID CENTERLINE NORTH 34°47'51" EAST 14.50 FEET.

ALSO AS SHOWN ON EXHIBIT "B", ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS CONDITIONS RESTRICTIONS RESERVATIONS EASEMENTS AND RIGHTS-OF-WAY OF RECORD IF ANY.

PREPARED BY:

SCOTT M. WILSON
P.L.S. 7434
EXPIRES 12/31/15

DATE

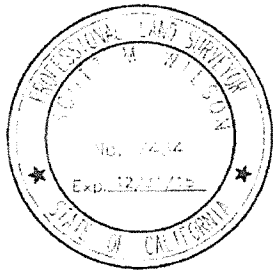


EXHIBIT "B"
ACCESS EASEMENT
PARCELS 1 THROUGH 3

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS "D" AND "E"
OF TRACT NO. 17394, AS SHOWN ON THE MAP FILED IN BOOK 902, PAGES 33 THROUGH 43, INCLUSIVE, OF
MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SCALE: 1" = 250'

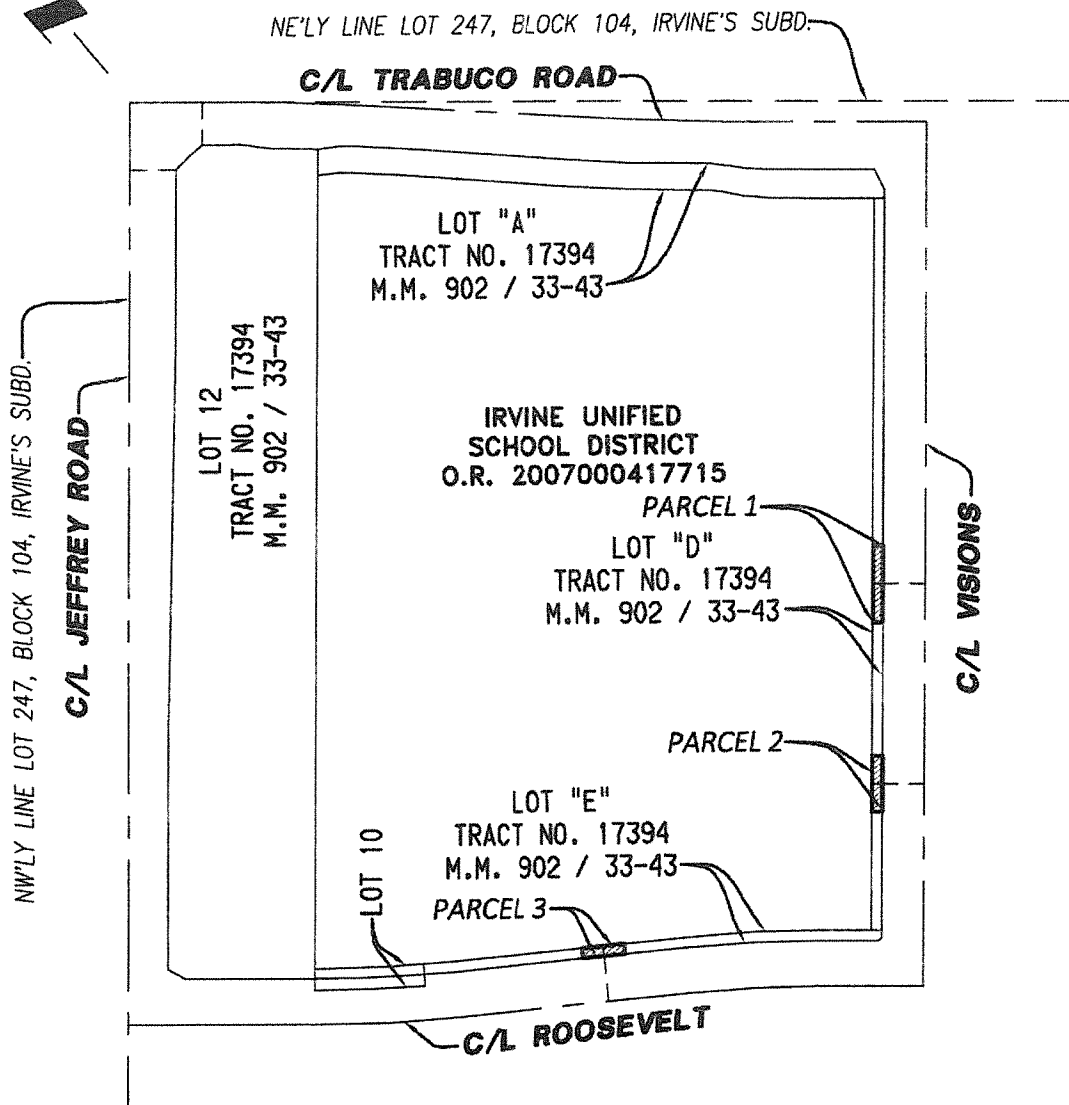
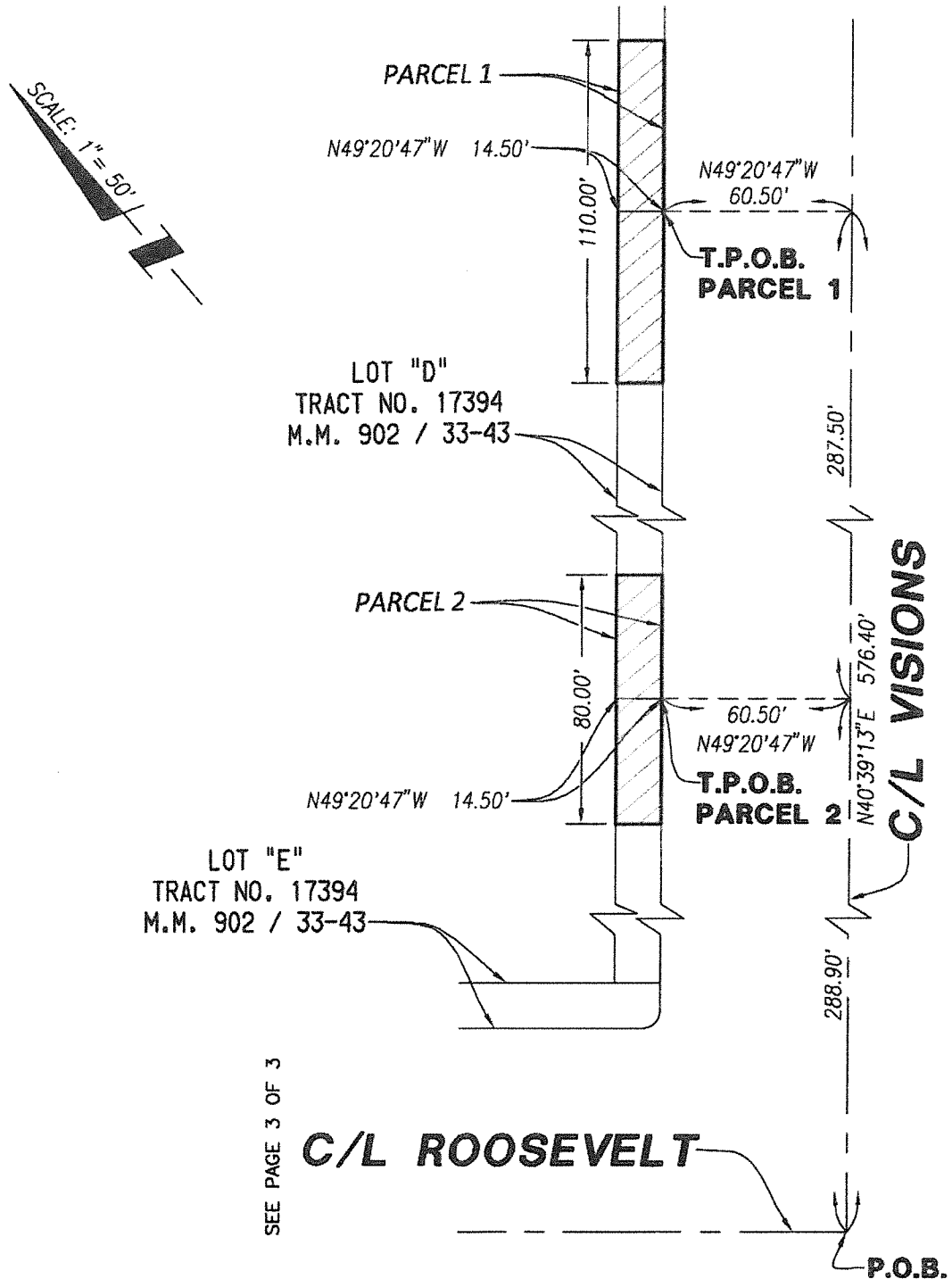


EXHIBIT "B"
ACCESS EASEMENT
PARCELS 1 AND 2

PAGE 2 OF 3

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS "D" AND "E" OF TRACT NO. 17394, AS SHOWN ON THE MAP FILED IN BOOK 902, PAGES 33 THROUGH 43, INCLUSIVE, OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

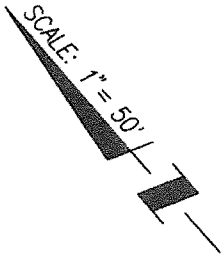


SEE PAGE 3 OF 3

EXHIBIT "B"
ACCESS EASEMENT
PARCEL 3

PAGE 3 OF 3

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS "D" AND "E"
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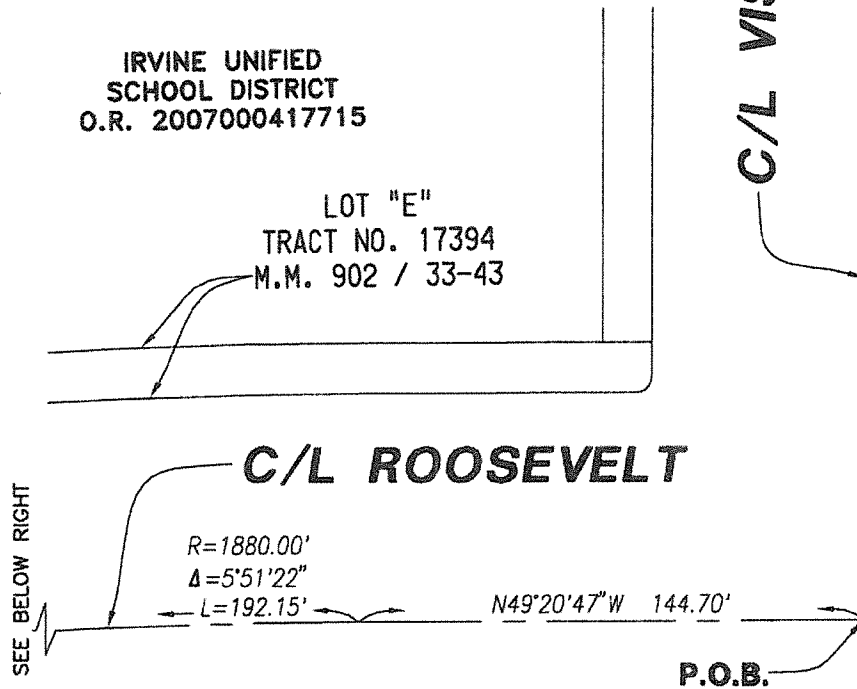


IRVINE UNIFIED
SCHOOL DISTRICT
O.R. 2007000417715

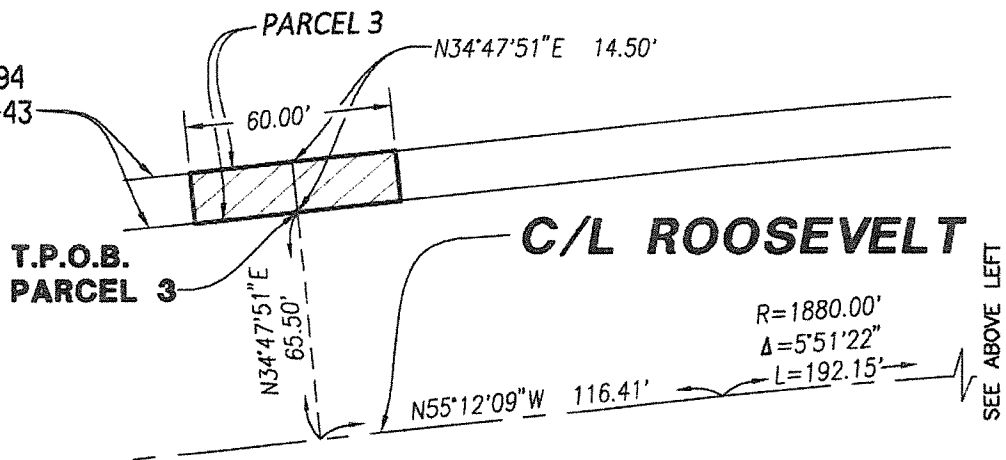
LOT "E"
TRACT NO. 17394
M.M. 902 / 33-43

C/L VISIONS

SEE PAGE 2 OF 3



LOT "E"
TRACT NO. 17394
M.M. 902 / 33-43



PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Grant Deed dated March ____, 2015 from the IRVINE COMMUNITY DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Grantor"), to the IRVINE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Grantee"), is hereby accepted by the undersigned officer on behalf of the IRVINE UNIFIED SCHOOL DISTRICT pursuant to authority conferred by the California Constitution and by Board action dated March 17, 2015, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: March __, 2015

IRVINE UNIFIED SCHOOL DISTRICT

By: _____

Its: _____