

Recording Requested by and  
Return to:

Ray Thatcher, District R/W Agent  
Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P. O. Box 57000  
Irvine, California 92619-7000  
IRWD Doc. E \_\_\_\_\_

ASSESSOR'S PARCEL NO(S):  
580-611-01

FREE RECORDING REQUESTED:  
Essential to Acquisition By  
Irvine Ranch Water District  
Government Code §6103

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Exempt from Documentary Transfer Tax per  
Revenue and Taxation Code §11922

GRANT OF EASEMENT  
TO  
IRVINE RANCH WATER DISTRICT  
BY  
IRVINE UNIFIED SCHOOL DISTRICT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
IRVINE UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California

("Owner" herein), hereby grants and conveys to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("Grantee" herein), a perpetual, non-exclusive easement and right-of-way for water pipeline and access purposes. This easement shall include, but not by way of limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, in, over, under, upon, along, through and across the real property located in the City of Irvine, County of Orange, State of California, as described in Exhibit "A" and depicted in Exhibit "B", which exhibits are attached hereto and made a part hereof (the "Easement Area"), as necessary in connection with the use, operation and maintenance of the facilities lying within the Easement Area. This easement shall also include the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use parallel or any other facilities or appurtenances of the same general type and purpose as the originally installed facilities (collectively, the originally installed facilities and any such parallel or other facilities, and any replacements, renewals, repairs and improvements of any of the foregoing are collectively referred to as the "Facilities").

Subject to: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record or apparent.

A. Rights of Owner to Use Easement Area:

1. Rights of Use. Subject to the provisions of Paragraph A-2 below, it is understood and agreed that the easements and rights-of-way acquired herein are also acquired subject to the rights of the Owner to use the Easement Area for any purpose whatsoever to the extent that such use does not interfere with the Grantee's use of its easement. The Owner retains the rights which are not inconsistent with the easement. Such use by the Owner shall include, but not be limited to, the compatible use for streets, roadways, pipelines, fences or block walls, cuts, fills or other structures or other compatible improvements under, upon, over, and across the Easement Area.

Project	<u>Beacon Park School, Lot 2, Tr. 17727 (IRWD Code 6197)</u>
Title Company	<u>none</u>
Title Report No.	_____
Project Engineer	<u>SLR Civil Engineering</u>

2. Concurrence of Grantee. Such use by the Owner of the Easement Area for landscaping purposes which do not involve the erection of structures or other improvements upon the Easement Area and which are consistent with the Grantee's use of the easement may be made without notification to or concurrence of Grantee except that no trees shall be planted in said Easement Area without the prior written consent of Grantee. Further, such use by the Owner of the Easement Area for roadway improvements, which do not result in cuts closer than three (3) feet above the top of Grantee's Facilities or fills greater than two (2) feet above the existing ground may be made without notification to or concurrence of Grantee. It is agreed, however, that no such use for any other purposes shall be made until plans for such proposed use by Owner have been reviewed with or submitted to Grantee, and Grantee has concurred that such proposed use will be consistent with Grantee's use of the Facilities. Grantee agrees that it shall not unreasonably withhold its concurrence.

B. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Owner and Grantee.

C. Acceptance and Recordation:

Grantee agrees, by acceptance and recordation of this Grant of Easement from Owner, that the terms and conditions herein set forth shall be binding upon and inure to the benefit of Grantee.

IN WITNESS WHEREOF this Grant of Easement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

"Owner"

IRVINE UNIFIED SCHOOL DISTRICT,  
a Political Subdivision of the State of California

By \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Project	Beacon Park School, Lot 2, Tr. 17727 (IRWD Code 6197)
Title Company	none
Title Report No.	
Project Engineer	SLR Civil Engineering

ACKNOWLEDGEMENT

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 \_\_\_\_\_

\_\_\_\_\_ 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)

Project	Beacon Park School, Lot 2, Tr. 17727 (IRWD Code 6197)
Title Company	none
Title Report No.	
Project Engineer	SLR Civil Engineering

IRVINE RANCH WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant dated \_\_\_\_\_  
from IRVINE UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California  
to IRVINE RANCH WATER DISTRICT, a California Water District, is hereby accepted by the undersigned officer  
on behalf of the Board of Directors pursuant to authority conferred by Resolution 2014-40 of the Board of Directors,  
adopted on September 8, 2014, and the grantee consents to recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

IRVINE RANCH WATER DISTRICT

By: \_\_\_\_\_  
Leslie Bonkowski  
Secretary to Board of Directors

Project	<u>Beacon Park School, Lot 2, Tr. 17727 (IRWD Code 6197)</u>
Title Company	<u>none</u>
Title Report No.	_____
Project Engineer	<u>SLR Civil Engineering</u>

**EXHIBIT "A"**

**LEGAL DESCRIPTION – I.R.W.D. EASEMENT**

**PARCEL A:**

In the City of Irvine, County of Orange, State of California, being that portion of Lot 2 of Tract No. 17727, as shown on a map filed in Book 928, Pages 35 through 45, inclusive, of Miscellaneous Maps, in the Office of said County Recorder, described as follows:

Commencing at the Northwestern terminus of the northerly line of said Lot 2 shown as North 64°48'17" West 972.63 feet;

**Thence** South 64°48'17" East 547.42 feet along said northerly line to the **True Point of Beginning**;

**Thence** continuing along said northerly line South 64°48'17" East 16.00 feet;

**Thence** leaving said northerly line South 25°11'43" West 10.00 feet;


**Thence** North 64°48'17" West 16.00 feet;

**Thence** North 25°11'43" East 10.00 feet to the **True Point of Beginning**.

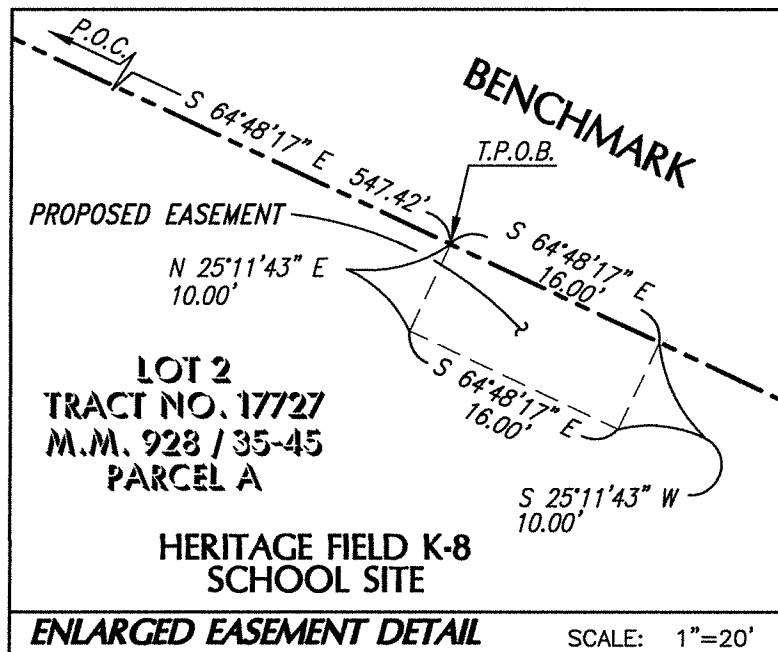
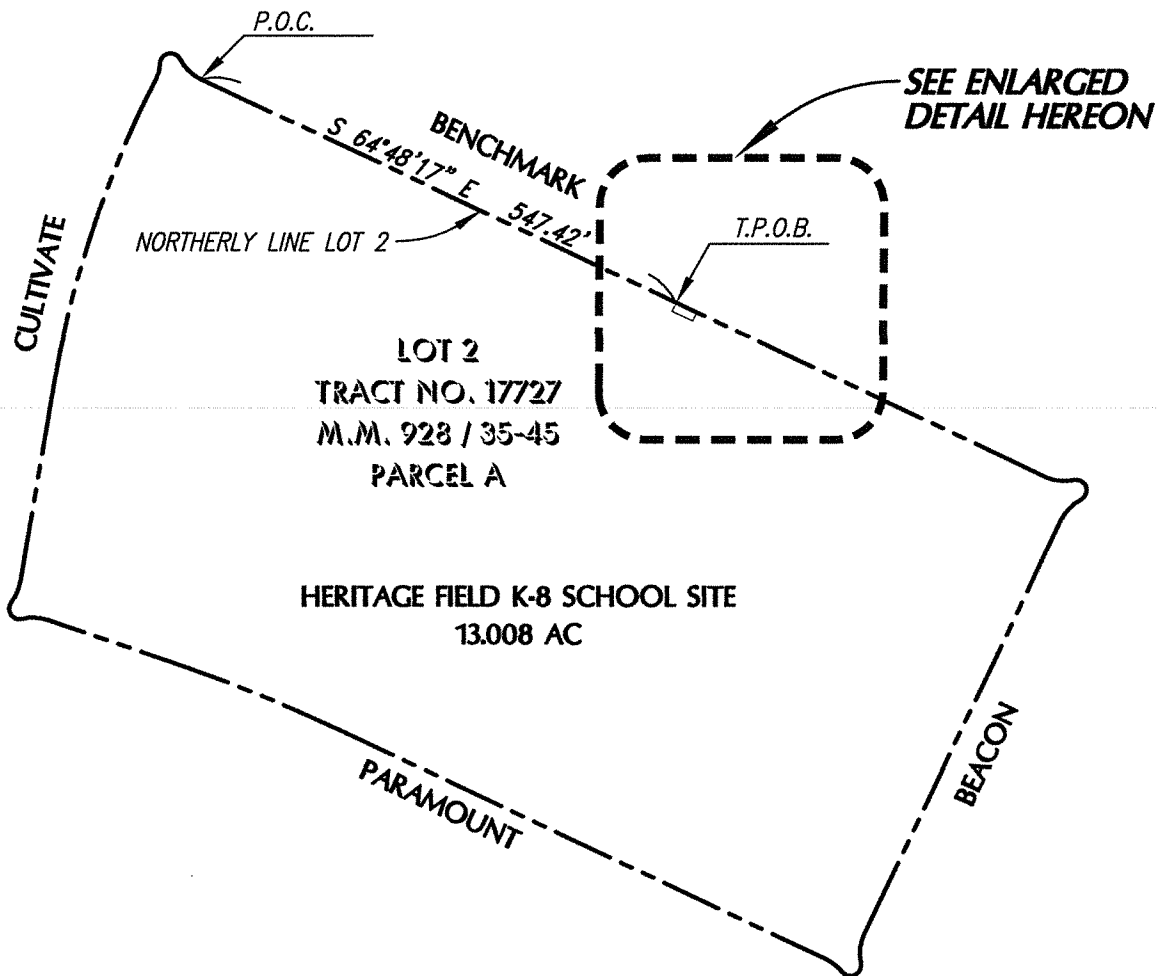
Containing an area of 160 square feet, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

Subject to Covenants, Conditions, Reservations, Restrictions, Rights of Way and Easements of Record, if any.

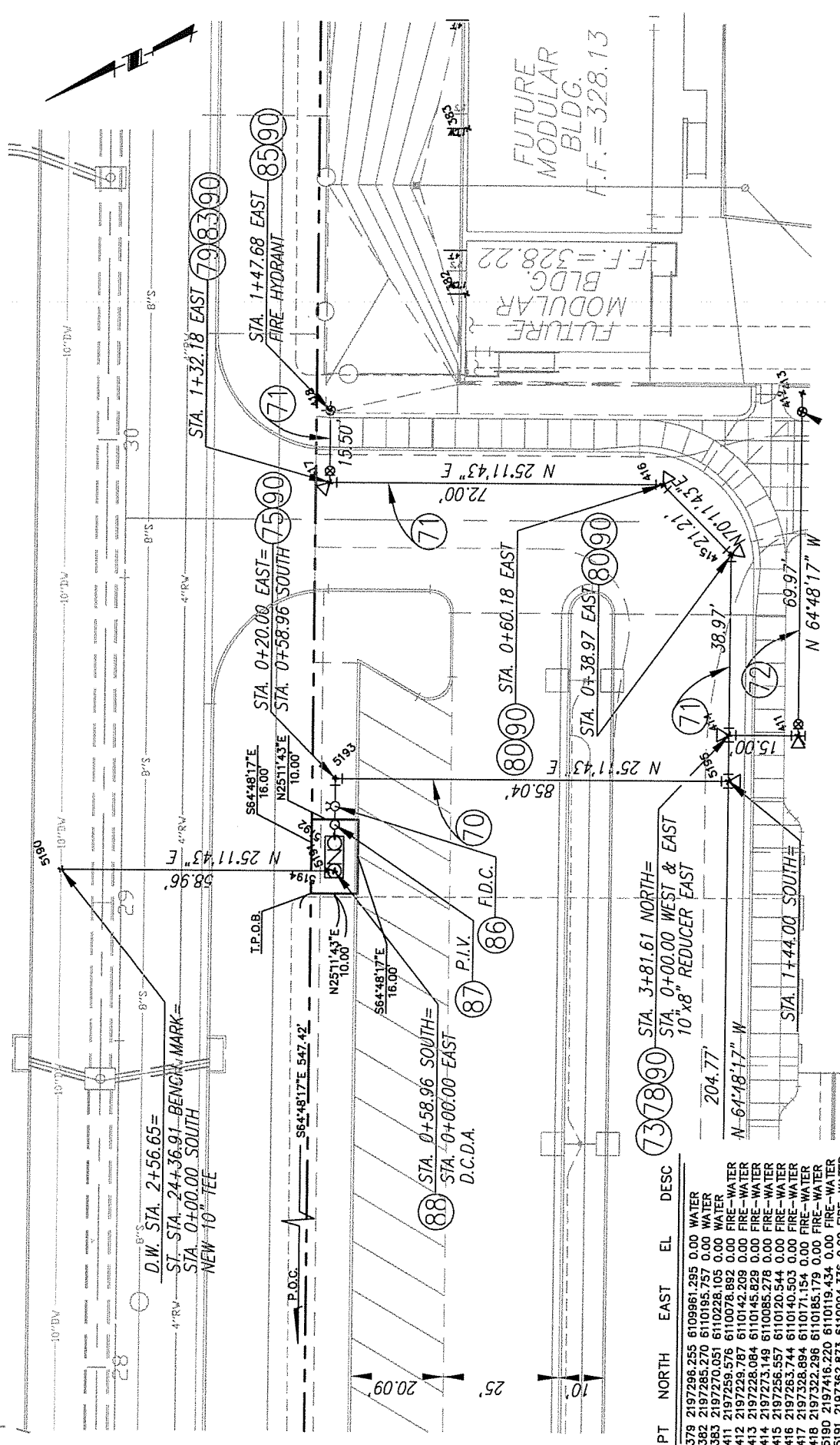
  
Steven L. Ray L.S. 6980      Date





SCALE: 1"=200'

<p><b>SLR</b> Civil Engineering, Inc. 6840 INDIANA AVENUE • SUITE 130 RIVERSIDE, CA 92506 (951) 683-8088 FAX (951) 683-6915</p>	<p><b>EXHIBIT 'B'</b> <b>I.R.W.D. EASEMENT DESCRIPTION</b> <b>HERITAGE FIELD K-8 SCHOOL SITE</b> <b>IRVINE UNIFIED SCHOOL DISTRICT</b></p>	<p>JOB: 102-0396D DRAWN: JM CHECKED: SLR</p>	<p>DATE: 12-11-15</p>
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PT	NORTH	EAST	EL	DESC
379	2197296.255	6109961.295	0.00	WATER
382	2197285.270	6110195.757	0.00	WATER
383	2197270.051	6110228.105	0.00	WATER
411	2197259.576	6110078.892	0.00	FIRE-WATER
412	2197229.787	6110142.209	0.00	FIRE-WATER
413	2197228.084	6110145.829	0.00	FIRE-WATER
414	2197273.149	6110085.278	0.00	FIRE-WATER
415	2197256.557	6110120.544	0.00	FIRE-WATER
416	2197263.744	6110140.503	0.00	FIRE-WATER
417	2197328.894	6110171.154	0.00	FIRE-WATER
418	2197322.296	6110185.179	0.00	FIRE-WATER
5190	2197416.220	6110119.434	0.00	FIRE-WATER
5191	2197362.873	6110094.336	0.00	FIRE-WATER
5192	2197359.680	6110101.122	0.00	FIRE-WATER
5193	2197354.359	6110112.433	0.00	FIRE-WATER
5194	2197364.230	6110084.974	0.00	FIRE-WATER
5195	2197277.406	6110076.229	0.00	FIRE-WATER

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

EASEMENT LOCATION

## HERITAGE FIELD SCHOOL

CITY OF IRVINE

PROJECT NO. \_\_\_\_\_

SHEET 1 OF 1