

Free Recording Requested By and
Return To:

Mesa Water District
1965 Placentia Avenue
Costa Mesa, California, 92627
Attention: Engineering
Mesa Water District File No.C0013-25-04

(Space Above Line for Recorder 's Use)

GRANT OF EASEMENT
TO MESA WATER DISTRICT

Exempt from recording fee pursuant to California Government Code §27383
Conveyance is to an exempt governmental entity or political subdivision R&T §11922

FROM
CITY OF COSTA MESA
77 FAIR DRIVE

Costa Mesa, CA 92626
County of Orange

A. Grant of Easement

For valuable consideration, receipt of which is hereby acknowledged, City of Costa Mesa, a municipal corporation (the "Owner"), hereby grants and conveys to the Mesa Water District, a county water district pursuant to Section 30000 et seq. of the California Water Code (the "Grantee"), a perpetual nonexclusive easement and right of-way (the "Easement") to construct, reconstruct, lay, install, remove and replace, maintain, renew, repair, inspect, improve, relocate, operate, enlarge, duplicate, and otherwise use a pipeline or pipelines, with incidental ordinary and necessary appurtenances and connections (the "Facilities") over, under, upon, along, through, and across that real property located within the City of Costa Mesa, County of Orange, State of California, described on Exhibit "A" attached hereto and incorporated by reference herein and depicted on Exhibit "B" attached hereto and incorporated by reference herein ("Easement Area"): and to construct other structures appurtenant to the Facilities, which structures may extend above the surface of the ground, together with the right to enter upon other adjacent land of Owner in order to obtain access to and along the Easement Area and to deposit tools , implements, and material thereon by Grantee, its officers, agents, and employees, or by persons under contract to the Grantee, whenever and wherever

necessary for the purpose of constructing, reconstructing, laying, installing, removing and replacing, maintaining, renewing, repairing, inspecting, improving, relocating, operating, enlarging, duplicating and using the Facilities.

B. Rights and Responsibilities of Owner

Owner retains the right to use the surface areas and nonexclusive right to use the subsurface areas of or in the Easement Area in such a manner as will not prohibit access to the Grantee granted hereunder. Further the Owner shall not apply to any other governmental agency of entity for access limitation as to the territory encumbered by the Easement, or issue permits to allow the construction of a privately gated community covering the territory encumbered by the Easement, which would interfere with the rights of Grantee as granted by this Easement. In the performance of any work which Grantee is authorized to perform in the Easement Area, Grantee shall endeavor to avoid any unnecessary damage or interference with other installations in the Easement Area. There shall be no less than a 42-inch (42") cover over the Facilities or the Grantee, not greater than a 12-foot (12') fill thereon. There shall also be no less than 20 feet (20') of clear vertical distance immediately above the surface area of the Easement Area measured at finished ground level, nor shall any trees, buildings, or other permanent structures be planted, installed or located within the Easement Area. Grantee agrees to confer with Owner thereof in order that the Grantee's activity(ies) as to the easement rights granted hereunder will result in a minimum of inconvenience or hardship to Owner.

C. Responsibilities of Grantee

In making any use of this Grant, Grantee shall:

- a. Make adequate provision for the safety and convenience of all persons using the Easement Area or other improvements or facilities in or on the Easement Area;
- b. Not be responsible for replacing decorative concrete, pavers, block walls, fences, grass, rock, irrigation systems, or other appurtenances which may be installed within the boundaries of the Easement Area as a result of Grantee's standard maintenance or emergency repair work or the exercise of rights granted under this Grant of Easement. Grantee shall use asphalt paving to repair maintenance work performed within the Easement Area and only over the location of the repair(s). Grantee shall not be responsible for any cost(s) over and above the cost of replacing with asphalt pavement.

- c. Subject to the limiting provisions of (b.), above, in exchange for the granting of the Easement, Grantee agrees to indemnify Owner against and to hold the Owner harmless from any liability, loss, claims, or damage with respect to any property, injury, or death of any person whomsoever, proximately caused in whole or in part by the negligence of Grantee, its employees or agents are liable without fault in the exercise of the rights herein granted; save and except to the extent that such liability, loss, damage, injury, or death is proximately caused by the negligent act or omission of the owner or the employees or agents of Owner or by an act or omission for which Owner or the employees or agents of Owner are liable without fault.

In its use of the Easement, Grantee shall not permit any claim, lien, or other encumbrance arising from such use to accrue against or attach to the Easement Area of the interest of Owner in the land in, on, and under the Easement Area. In providing the Easement grant set forth herein, Owner expressly acknowledges the conditions set out in this subsection C.

D. Relocation at Owner's Expense

Owner may require Grantee to change or relocate the Facilities. If Owner requires such a change in the Facilities, then Grantee shall, within two hundred seventy (270) consecutive calendar days after the receipt from Owner of a notice in writing to do so, relocate the Facilities or portions thereof at the sole cost and expense of Owner and at no cost or expense to Grantee; provided, however, said obligation to relocate at the expense of Owner shall be conditioned upon the furnishing by Owner to Grantee a good and sufficient permanent grant of easement in a location acceptable to Grantee, which grant of easement shall be in a form identical to this Easement Grant.

E. Successors and Assigns

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

F. Acceptance and Recordation

Grantee acknowledges, 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.

G. Notices

Any notices, requests, demands, consents, approvals, or other communications required or permitted hereunder by law, shall be in writing and deemed received when personally served, of twenty-four hours after being deposited in the United States mail, first class postage prepaid, registered, or certified, and addressed as follows:

OWNER:

City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626
Attn: Raja Sethuraman

GRANTEE:

Mesa Water District
1965 Placentia Avenue
Costa Mesa, California 92627
Attn: Engineering

Any party may from time to time, by written notice to the other party hereto, designate a different address which shall be substituted for that specified above.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF this Grant of Easement has been executed this _____ day of
_____, 2026. |

OWNER - CITY OF COSTA MESA

Signature

Raja Sethuraman
Public Works Director

Date: _____

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 _____)

On, _____ before me, _____
(Date) (Here Insert Name and Title of the Officer)

Personally appeared _____
Name(s) of Signer(s)

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.

Signature:

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
MESA WATER DISTRICT

This is to certify that the interest in real property conveyed by the attached Easement Deed granted by:

Owner- **CITY OF COSTA MESA**

In and to that certain property described and depicted in Exhibits A and B hereto to the Mesa Water District ("District"), is hereby accepted by the undersigned officer on behalf of the District pursuant to authority conferred by the District's Board of Directors ("Board"), and the Board consents to recordation thereof by its duly authorized officer.

Date this _____ day of _____, 2026

Mesa Water District

By: _____
Denise Khalifa
District Secretary

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)

On, _____ before me, _____
 (Date) (Here Insert Name and Title of the Officer)

Personally appeared _____
Name(s) of Signer(s)

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.

Signature: _____
Signature of Notary Public

EXHIBIT "A"

Legal Description of Easement Area

EXHIBIT "A"
LEGAL DESCRIPTION
OF EASEMENT AREA

BEING A PORTION OF LOT 6 IN BLOCK E OF THE BERRY TRACT, IN THE CITY OF COSTA MESA, AS PER MAP RECORDED IN BOOK 30, PAGE 74 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF BAKER STREET, AS SHOWN ON SAID MAP, AND THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 6; THENCE NORTH ALONG SAID PROLONGATION OF THE WESTERLY LINE NORTH 00°11'45 EAST 53.00 FEET; THENCE EASTERLY, PARALLEL WITH SAID CENTERLINE SOUTH 89°48'15 EAST 195.82 FEET TO THE TRUE POINT OF BEGINNING; THENCE

NORTH 00°11'45 EAST 91.18 FEET; THENCE
SOUTH 89°48'15 EAST 15.00 FEET; THENCE
SOUTH 00°11'45 WEST 91.18 FEET; THENCE
NORTH 89°48'15 WEST 15.00 FEET TO THE TRUE POINT OF
BEGINNING.

CONTAINING: 1,367.8 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER THE SUPERVISION OF:



Theodore M. Krull, L.S. 5848



Date



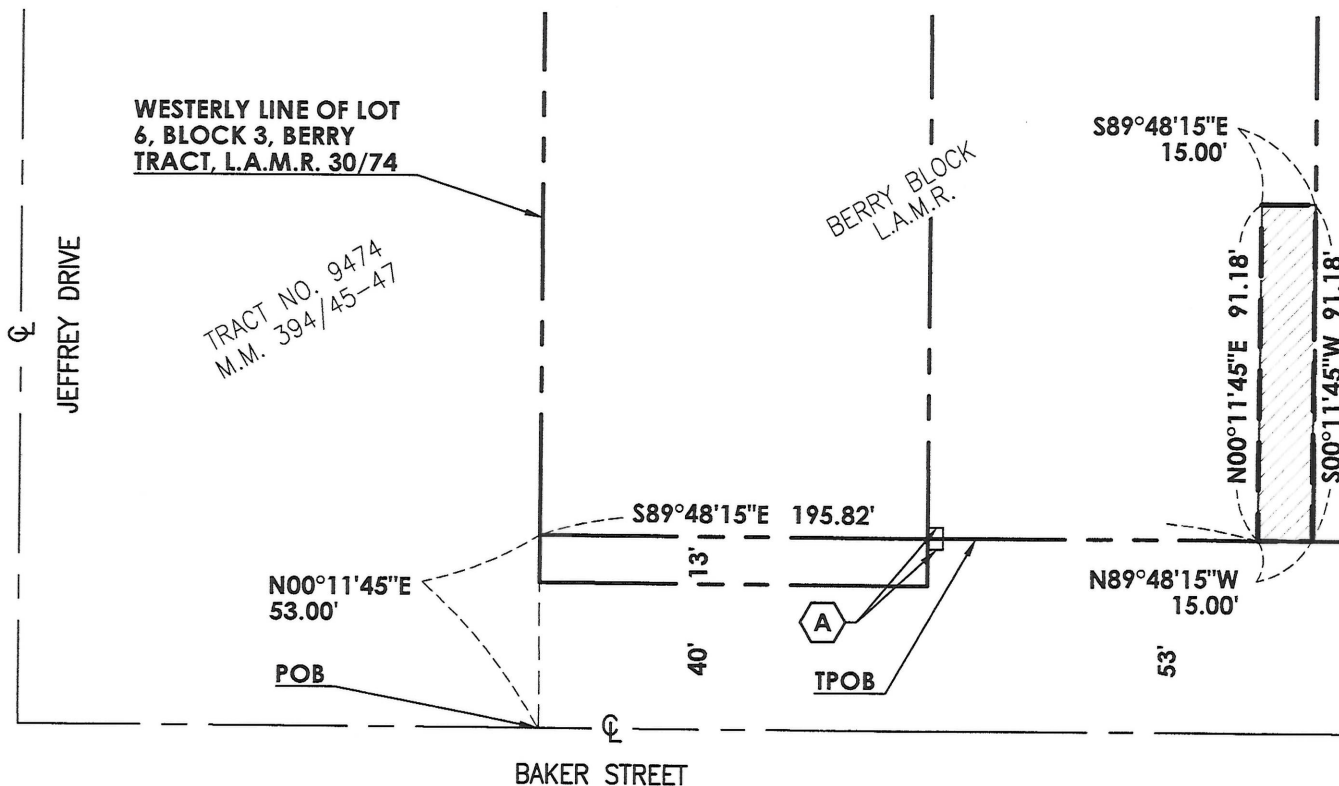
EXHIBIT "B"

Map of Easement Area

EXHIBIT 'B'

MAP OF EASEMENT AREA

NOTE: BASIS OF BEARINGS ARE BASED ON THE BEARING N 00°02'25" W
OF THE CENTERLINE OF RANDOLPH AVENUE AS SHOWN ON TRACT NO.
11606 M.M. 509/29-30



LEGEND

- PROPERTY LINE
- - - CENTERLINE
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING



PROPOSED EASEMENT
1,367.8 SQ. FT.

EXISTING EASEMENT NOTES

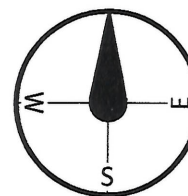


4' WIDE EASEMENT TO S.C.E. FOR ELECTRIC AND
COMMUNICATION SYSTEMS RECORDED OCTOBER 27,
1978 AS INSTRUCTION NO. 349321, O.R.

Prepared under
the supervision of:

Theodore M. Krull
Theodore M. Krull, L.S. 5848

11-07-25
Date



SCALE: 1" = 50'

