

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Olson Urban V- La Habra 3 , LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740-2751
Attn: Katherine M. Chandler, Esq.

APN(s): 019-042-21, 019-042-24

SPACE ABOVE FOR RECORDER'S USE

DEED OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, OLSON URBAN V – LA HABRA 3, LLC, a Delaware limited liability company, Grantor, hereby grants to THE CITY OF LA HABRA, a California municipal corporation, Grantee, a permanent non-exclusive easement for the installation, operation, maintenance, repair and replacement of a sewer pipeline or pipelines, together with incidental appurtenances, and connections (“Sewer Line Improvements) in, over, under, upon, along, through and across the real property situated in the County of Orange, State of California, described on Exhibit “A” attached hereto and incorporated by reference, and as depicted on Exhibit “B” attached hereto and incorporated by reference, together with pedestrian access for ingress and egress and the transport of equipment for the operation and maintenance, repair and replacement of the pipeline or pipelines, appurtenances, connections constructed in said easement.

Grantee shall be solely responsible for the maintenance and repair of the pipeline(s) and any other facilities related to the pipeline operation within the easement. Grantee shall only access the easement for any such periodic maintenance and repair, which access shall be as depicted on Exhibit “B”, attached hereto. Except in the event of an emergency (when entry shall not require any prior notice), as defined below, Grantee shall give Grantor at least five (5) days prior written notice of the actual date for the commencement of any work in said easement. Access for such routine maintenance and repair shall occur only between 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays), with such times and days being subject to additional regulations and restrictions on which such work can be performed imposed by governmental and quasi-governmental agencies or any future common interest development association having jurisdiction over Grantor’s Property. Grantee and any person or entity performing, or causing to be performed, any work in the easement, or any improvement thereon, shall ensure that reasonable safety precautions are used to prevent unnecessary risk of injury to persons or property during the performance of such work. In the event emergency repairs of the pipeline and/or facilities related to the pipeline operations are required, Grantee shall undertake to perform such repairs in an expedient manner, but no later than 24 hours after Grantee has notice of the emergency. Grantee shall notify Grantor or its successors when such emergency work is completed. The term “emergency” shall mean a sudden, unexpected occurrence or circumstance that constitutes or results in an imminent threat to life, health, safety, property, or security, including, but not limited to, an event or circumstance that results in sewage flowing out of the Sewer Line Improvements at rates sufficient to migrate beyond the boundaries of the Easement AAny notice to be given or other document to be delivered pursuant to this Agreement shall be delivered in person or deposited in the United States mail, as first class, registered, or certified mail, return receipt requested, with postage prepaid, to the following addresses:

Grantor: Olson Urban V – La Habra 3, LLC
c/o Office of the General Counsel
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740

Grantee: City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631

Either Party may, from time to time, by written notice to the other, designate a different address for notice purposes and/or phone number(s) whereby that Party may be reached to facilitate the rights of either Party. Any notice or other document sent by registered or certified mail shall be deemed served and delivered forty-eight (48) hours after the mailing thereof, and any document served by first class mail shall be deemed served and delivered seventy-two (72) hours after the mailing thereof.

It is understood and agreed that the easement hereby granted is subject to the right of the servient owner, and its successors and assigns, to use the land within said easement and right of way, including the installation of a boundary wall, landscaping and landscape irrigation facilities, to the extent that such use is compatible with the full and free exercise of said easement and right of way by Grantee, provided however, that no building structures or decorative pavers shall be constructed upon, across or over said easement and right of way. If the surface of the land within said easement, or any portion thereof, or any landscaping or other improvements thereon shall be disturbed by Grantee for operation, maintenance, and repair of a pipeline located within said easement, Grantee shall promptly restore the surfaces improvements to the condition existing immediately prior to such disturbance

DATED: September 27, 2023

Grantor:

Olson Urban V – La Habra 3, LLC
a Delaware limited liability company

By: Thomas Moore
Name: THOMAS MOORE
Title: VICE PRESIDENT

Grantee:

City of La Habra,
a California municipal corporation

By: _____
Name: _____
Title: _____

By: Chris Campbell
Name: CHRIS CAMPBELL
Title: SVP FINANCE

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.

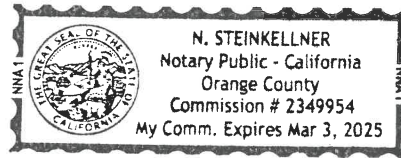
STATE OF CALIFORNIA)
)
COUNTY OF orange)

On September 27, 2023 before me, N. Steinkellner,
Notary Public, personally appeared Thomas Moore & Chris Campbell, 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.

N. Steinkellner
Notary Public



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 _____, 2023 before me, _____,
Notary Public, 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

EXHIBIT "A"
LEGAL DESCRIPTION OF EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

SHEET 1 OF 2

BEING A 10.00 FOOT WIDE EASEMENT FOR SEWER PURPOSES, LYING WITHIN THAT PORTION OF LOT 1, TRACT MAP NO. 19143, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN BOOK 1002, PAGES 8 THROUGH 11, INCLUSIVE, OF MISCELLANEOUS MAPS, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID LOT 1 SHOWN AS HAVING A BEARING AND DISTANCE OF "N88°50'35"E 104.96";

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°09'30" WEST A DISTANCE OF 68.03 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89°09'30" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF SAID 10.00-FOOT WIDE STRIP OF LAND SHALL TERMINATE NORTHERLY AT A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE OF SAID LOT 1.

CONTAINING 100 SQUARE FEET, MORE OR LESS.

MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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

PREPARED BY OR UNDER THE DIRECTION OF:

E. L. Reynolds

6/19/23

EDWARD L. REYNOLDS L.S. 7725

DATE



EXHIBIT "B"
DEPICTION OF EASEMENT AREA

SCALE: 1" = 100'

EXHIBIT "B"

SHEET 2 OF 2

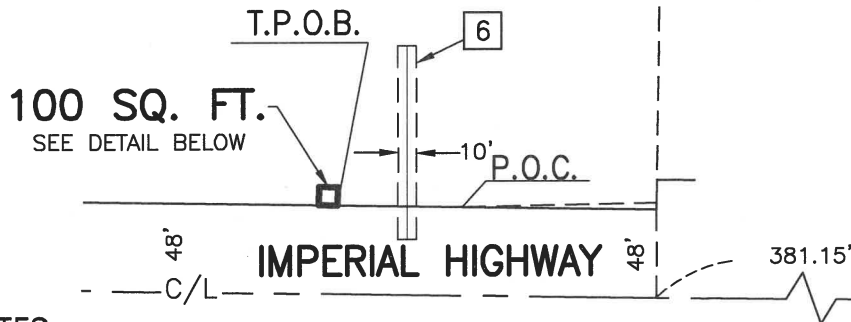
SKETCH TO ACCOMPANY A LEGAL DESCRIPTION



	TRACT NO. 2763				
104	105	106	107	108	109
M.M. 114/36-37					

LOT 1
 TR 19143
 MM 1002 / 8-11

EUCLID STREET
(FORMERLY HIATT STREET)



EASEMENT NOTES

- 6 EASEMENT FOR ELECTRIC LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, PER DOCUMENT JANUARY 2, 1957 IN BOOK 3757, PAGE 423 OF OFFICIAL RECORDS.

