

RECORDING REQUESTED BY
TH LA PUERTA LLC

WHEN RECORDED MAIL TO
TH LA PUERTA LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Attention: Legal Department

With a Copy to:
Claremont Unified School District
170 West San Jose Avenue
Claremont, California 91711
Attention: Assistant Superintendent, Business Services

30033845-AM

APN: 8670-003-900

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$

☐ Computed on full value of property conveyed, or
☐ Computed on full valueless liens and encumbrances remaining at time of sale
☐ Unincorporated area
☒ City of Claremont

GRANT OF EASEMENT

CLAREMONT UNIFIED SCHOOL DISTRICT, California 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 (hereinafter referred to as "Grantor"), hereby grants to TH LA PUERTA LLC, a California limited liability company, its successors and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement and right of way to construct, use, maintain, , repair, replace, inspect and remove pipes, lines and other improvements for drainage, sewer and other utilities for the residential development to be constructed by Grantee and which easement will be transferred to Grantee's homeowners association upon the completion of the improvements (hereinafter referred to as "Grantee's Facilities"), in, on, over, under, across and along that certain real property ("Grantor's Property") in the County of Los Angeles, State of California, described in **Exhibit "A"** and referred to as the "Easement Area".

It is understood and agreed that the description in **Exhibit "A"** is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed and the easement area description will be amended accordingly to reflect the exact location. A depiction of the Easement Area is attached hereto and incorporated herein as part of **Exhibit "A"**. Grantee shall have free access to Grantee's Facilities and every part thereof, at all times, for the purposes of exercising the rights granted herein so long as said access does not interfere with the Grantor's use of Grantor's Property.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record. Grantor and Grantee further agree as follows:

1. LIMITATIONS ON EASEMENT. It is understood and agreed that the Easement does not constitute a conveyance of a fee interest in Grantor's Property or of the minerals therein and thereunder. The Easement is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind, express or implied, regarding the condition of the Grantor's Property or the Easement Area, the suitability of the Easement Area for Grantee's intended use or as to any matter. Prior to utilizing the Easement or entering upon the Easement Area, Grantee shall coordinate with the Grantor, either telephonically or in writing, in order to ensure that Grantor's activities are not disrupted. Grantee shall comply with reasonable rules of access set by Grantor. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee.

2. GRANTEE'S OBLIGATIONS. Grantee, including its contractors, shall conduct its activities on the Easement Area in a safe, good, and workmanlike manner to avoid causing any damage to, or interference with, any activities and improvements on or near the Easement Area or any adjacent property owned by the Grantor. Grantee, including its contractors, shall comply with all laws, ordinances, rules, and regulations applicable to Grantee's use of the Easement Area. Grantee shall maintain any existing landscaping, hardscaping, irrigation, and related improvements in the Easement Area in good condition and repair and replace said hardscaping, irrigation, and related improvements to the same condition as it was prior to any excavation or work by Grantee, reasonable wear and tear excepted. During any excavation, Grantee shall install temporary fencing to provide a barrier between the Easement Area and the rest of the Grantor's Property. The use or possession of any controlled substance, alcoholic beverages, or tobacco products on the Grantor's Property, including the Easement Area, at any time is strictly prohibited.

3. LIENS AND CLAIMS. Grantee, including its contractors, will not permit any mechanics', materialmen's, or similar liens or claims to stand against the Grantor's Property for labor or material furnished in connection with any work performed by Grantee. Upon reasonable and timely notice of any such lien or claim delivered to Grantee by Grantor, Grantee may bond and contest the validity and the amount of such lien, but Grantee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

4. INSURANCE. Grantee, including its contractors, agrees to maintain in full force and effect throughout the duration of the Easement the following insurance: (1) Commercial General Liability with a Two Million Dollar (\$2,000,000.00) per occurrence for bodily injury and property damage, and Two Million Dollar (\$2,000,000.00) aggregate, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers' Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. All insurance required under subsections (1), (2), and (4) above, shall be issued as a primary policy and contain an endorsement requiring thirty (30) days' written notice from the insurance company to both Parties hereto before cancellation of any policy. Grantor, its officers, directors, employees, representative and volunteers shall be included as additional insureds as their interest may appear on the required liability policies in subsections (1) and (2) above, with respects to the operations and activities of the named insured at or from the premises of the Grantor. Grantor's additional insured status shall: (a) be limited to bodily injury, property damage, or personal and

advertising injury caused, in whole or in part, by Grantee or its employees; (b) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents, or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents, or independent contractors; and, (c) not exceed Grantee's indemnification obligation under this Agreement, if any. The coverage shall contain no special limitations on the scope of protection afforded to the Grantor, its officers, directors, employees, representatives, and volunteers except as solely caused by the additional insureds. Grantee shall, on or before the Effective Date, present to Grantor a certificate of the insurance, showing the issuance of such insurance and the additional insured. Within ten (10) days of the expiration of any such policy, a signed complete certificate of insurance, showing that such insurance coverage has been renewed or extended, shall be filed with Grantor. Grantee may satisfy insurance requirements through a program of self-insurance.

5. INDEMNIFICATION. To the fullest extent permitted by law, Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns (collectively, the "Grantee Parties") shall, and hereby does, agree to indemnify, defend, and hold harmless Grantor; and its elected and appointed officials, board members, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the "Grantor Parties"), from and against all damages and claims (collectively "Damages") incurred by Grantor to the extent that the same arise or result from or are caused by the acts or omissions of the Grantee Parties in connection with their use of this Easement or the Easement Area and/or in connection with the exercise of any other rights granted by this Easement Agreement with respect to the Grantor's Property or any part thereof; provided, however, that Grantee shall not be obligated to indemnify, defend, or hold harmless the Grantor Parties from and against any Damages to the extent that such Damages are caused by the gross negligence of the Grantor Parties.

6. SUCCESSORS, MISCELLANEOUS. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of Grantor and Grantee. Grantee shall not assign, transfer, or convey any of its rights and/or obligations under this Agreement. This Agreement shall remain in effect until it is released by Grantor and Grantee by recordable instrument. This Agreement and the Easement contain the entire agreement between the parties relating to the rights granted herein and the obligations assumed hereby and may only be modified by a written agreement executed by all parties hereto and recorded in the official records of the County of Los Angeles.

7. NOTICE. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at the party's address appearing below. Any party may change its address for notice at any time by written notice in accordance with this Section 6.

CLAREMONT UNIFIED SCHOOL DISTRICT
170 West San Jose Avenue
Claremont, California 91711 Attention:
Assistant Superintendent, Facilities & Operations

TH LA PUERTA LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Attn: Legal Department

8. ATTORNEY'S FEES. In the event any action or suit is brought by a party against another party by reason of the breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement, each party shall be responsible for its own attorney's fees and costs.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of California with venue in the County of Los Angeles.

10. AUTHORITY. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity or which he or she is executing this document.

11. HEADINGS. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

12. SEVERABILITY. If any paragraph, section, sentence, clause, or phrase contained in the Easement shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses, or phrases contained in the Easement shall not be affected thereby.

13. WAIVER. The waiver of any breach of any provision hereunder by Grantor or Grantee shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

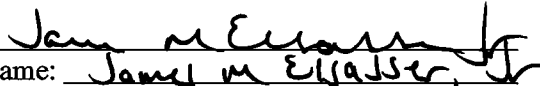
IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this ____ day of February, 2025.

*** * * Signatures on Following Page * * ***

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this 20 day of February, 2025.

Grantor:

CLAREMONT UNIFIED SCHOOL DISTRICT


Name: James M. Elvasser, Jr.
Title: Superintendent

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 Los Angeles)

On February 20, 2025, before me, Brittany Marrugi, Notary Public,
(insert name and title of the officer)

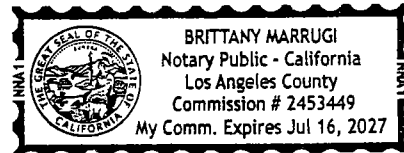
Notary Public, personally appeared James Elsasser,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
(is)are subscribed to the within instrument and acknowledged to me that (he)she/they executed
the same in (his)her/their authorized capacity(ies), and that by (his)her/their 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

Brittany Marrugi

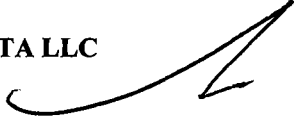


(Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this 19 day of February, 2025.

Grantee:

TH LA PUERTA LLC


Name: RICHARD P. DOUGLASS
Title: AUTHORIZED AGENT

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 FEB. 19, 2025, before me, MICHELLE L. WEHR,
(insert name and title of the officer)

Notary Public, personally appeared RICHARD P. DOUGLASS,
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

MICHELLE L. WEHR

(Seal)



EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

EXHIBIT A

GRANT OF EASEMENT

