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86-597360

Recorded at the request of
FIRST AMER. TITLE INS. CO.

8:00 DEC 5 1986
A.M.

Official Records
Orange County, California

Lee A. Branch Recorder

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
NAVAL FACILITIES ENGINEERING COMMAND,
WESTERN DIVISION
Post Office Box 727
San Bruno, CA 94066
Attn: Daryl C. Dawson,
Associate Counsel

\$33.00

SURVEY
MON. FUND
FEE \$10.00

NO TAX DUE

Daryl C. Dawson
Associate Counsel
Department of the Navy

(Space above this line for Recorder's use only)

GRANT DEED

THE IRVINE COMPANY, a Michigan corporation, for and in consideration of the sum of Six Million Four Hundred Eighty Thousand Dollars (\$6,480,000.00) hereby grants to the UNITED STATES OF AMERICA and its assigns, all that real property situated in the City of Irvine, County of Orange, State of California, more particularly described as Parcels 1 and 2 in the legal description and map respectively marked Exhibit "A", and "B" attached hereto and made a part hereof (see "Real Property").

The Real Property is conveyed subject to the following covenant and restriction as to use, which covenant and restriction as to use is a part of that certain Addendum to Offer to Sell Real Property executed by Grantor on November 19, 1986 and accepted by Grantee on November 20, 1986. The following covenant and restriction shall bind and be enforceable against the Real Property for so long as Grantee, the UNITED STATES OF AMERICA, shall own the fee interest in the Real Property, or any portion thereof, and shall benefit other real property owned by Grantor, more particularly described on Exhibit "C" hereto and made a part hereof (the "Benefitted Property" herein), and shall be enforceable solely by Grantor notwithstanding any transfers of the Benefitted Property or any portion thereof by Grantor:

Any structures or improvements constructed, or caused or allowed to be constructed, on the Real Property by Grantee shall be compatible with projects and/or developments on real property in the vicinity of the

1.

12/1/86

MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE

1450926 JMH

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Real Property, considering (by way of example and not limitation) such factors as the economic or aesthetic impact of the proposed structures and/or improvements. Grantee shall furnish Grantor with the plans and specifications for any proposed structures or improvements on the Real Property for Grantor's review and comment, together with such other information as Grantor shall reasonably require, prior to the construction of any such structures or improvements. Grantee's failure to abide by the covenant and restriction herein contained shall give rise to all rights and remedies available to Grantor at law or in equity, Grantor and Grantee specifically acknowledging that, Grantor's rights at law for damages being inadequate or impracticable to ascertain, Grantor is granted the right to seek equitable relief from the court of competent jurisdiction for violation of this covenant and restriction as to use.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns together with the right to grant and transfer all or a portion of same, an exclusive easement for a storm drain to be used for flood control and water conservation purposes and for ingress and egress purposes on, over and across that portion of the Real Property more particularly described on Exhibit "D" attached hereto and made a part hereof, and a non-exclusive easement for purposes of reconstruction and enlargement of storm drain on, over and across that portion of the Real Property more particularly described on Exhibit "E" attached hereto and made a part hereof. Grantee specifically agrees that the easements herein reserved shall be granted and assigned to the Orange County Flood Control District, a body corporate and politic in the form of Exhibit "F" attached hereto and made a part hereof.

SUBJECT TO all covenants, conditions, restrictions, reservations, rights, rights of way, easements and other matters of record or apparent.

To have and to hold unto the UNITED STATES OF AMERICA and its assigns forever.

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The Real Property is acquired by the UNITED STATES OF AMERICA on request of the Department of Navy.

Date: DECEMBER 4, 1986

THE IRVINE COMPANY,
a Michigan Corporation

By: *William H. McFarland*
WILLIAM H. MC FARLAND
Its Executive Vice President

By: *Richard G. Sim*
RICHARD G. SIM
Its Vice President



86-597360

CAT. NO. NN00737
TO 1945 CA (7-82)
(Corporation)

**TITLE INSURANCE
AND TRUST**
A TITROR COMPANY

STATE OF CALIFORNIA
COUNTY OF ORANGE

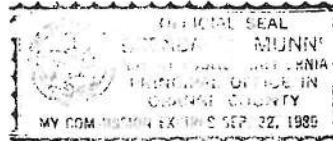
SS.

On Dec. 4, 1976 before me, the undersigned, a Notary Public in and for
said State, personally appeared William S. McArthur
personally known to me or proved to me on the basis
of satisfactory evidence to be the person who executed
the within instrument as the EX. VICE
President, and Richard G. [unclear]

ABST. personally known to me or
proved to me on the basis of satisfactory evidence to be
the person who executed the within instrument as the
Secretary of the Corporation
that executed the within instrument and acknowledged
to me that such corporation executed the within instru-
ment pursuant to its bylaws or a resolution of its
board of directors.

WITNESS my hand and official seal.

Signature [Signature]



(This area for official notarial seal)

March 3, 1986

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LEGAL DESCRIPTION
MCAS EL TORO

PROPOSED ACQUISITION OF 18± ACRES
FOR Q-D ARC SAFETY ZONE

PARCEL 1

That portion of Parcel 14 of Parcel Map No. 84-629, in the City of Irvine, County of Orange, State of California, as shown on a map filed in Book 205, Pages 1 through 10 of Parcel Maps in the Office of the County Recorder of said Orange County, described as follows:

Beginning at a concrete monument with a brass cap stamped "USN RE 1018" at the north corner of said Parcel 14;

Thence along the boundary line of said Parcel 14 through the following courses: South 49°15'53" East 100.32 feet to a point hereinafter referred to as Point "A";

Thence South 2°41'26" West 176.68 feet;

Thence South 3°38'43" West 516.75 feet to a point on a non-tangent curve concave northwesterly and having a radius of 1255.00 feet, a radial line of said curve from said point bears North 57°06'30" West;

Thence leaving said boundary line, along said curve southwesterly 183.48 feet through a central angle of 8°22'36";

Thence tangent from said curve South 41°16'06" West 249.30 feet, more or less, to the beginning of a tangent curve concave northwesterly and having a radius of 1255.00 feet, said curve shall terminate southwesterly in the westerly corner of said Parcel 14;

Thence along said curve southwesterly 1182.93 feet through a central angle of 54°00'20" to said westerly corner;

Thence along the northwesterly boundary line of said Parcel 14, ~~having a bearing of North 40°38'20" East 1994.11 feet to the POINT OF BEGINNING.~~ North 40°38'20" East 1994.11 feet to the POINT OF BEGINNING.



JN 23565/L5

EXHIBIT "A" to GRANT DEED
(P. 1 of 2)

ber 3, 1986

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LEGAL DESCRIPTION
MCAS EL TORO

PROPOSED ACQUISITION OF 18± ACRES
FOR Q-D ARC SAFETY ZONE
(continued)

PARCEL 2

That portion of Lot 302, Block 174 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as shown on a map filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said Orange County, described as follows:

Commencing at Point "A" described hereinbefore in Parcel 1; thence along the northeast line of said Lot 302 South 49°15'53" East 159.99 to a point in the easterly right-of-way line of Irvine Boulevard as shown on Parcel Map No. 84-629 filed in Book 205, Pages 1 through 10 of Parcel Maps in said Office of the County Recorder, said point being the TRUE POINT OF BEGINNING;

Thence along said easterly right-of-way line South 2°41'26" West 332.04 feet to a point on a non-tangent curve concave northwesterly and having a radius of 1255.00 feet, a radial line of said curve from said point bears North 62°41'23" West;

Thence along said curve northeasterly 278.46 feet through a central angle of 12°42'46" to said northeast line of Lot 302;

Thence non-tangent from said curve, along said northeast line North 49°15'53" West 110.58 feet to the TRUE POINT OF BEGINNING.



JN 23565/L5

EXHIBIT "A" to GRANT DEED
(P. 2 of 2)

9.8.



MARCH 1985

EXHIBIT "B"
TO GRANT DEED

LEGAL DESCRIPTION
MCAS EL TORO

Exclusive Easement
(Drainage)

That portion of Parcel 14 of Parcel Map No. 84-629, in the City of Irvine, County of Orange, State of California, as shown on a map filed in Book 205, Pages 1 through 10 of Parcel Maps in the Office of the County Recorder of said Orange County, included within a strip of land 52.00 feet wide, lying 33.50 feet northwesterly and 18.50 feet southeasterly from the following described reference line:

Commencing at a concrete monument with a brass cap stamped "USN RE 1018" at the north corner of said Parcel 14;

Thence along the boundary line of said Parcel 14 through the following courses:
South 49°15'53" East 100.32 feet;

Thence South 2°41'26" West 176.68 feet;

Thence South 3°38'43" West 516.75 feet to a point on a non-tangent curve concave northwesterly and having a radius of 1255.00 feet, a radial line of said curve from said point bears North 57°06'30" West;

Thence leaving said boundary line, along said curve southwesterly 183.48 feet through a central angle of 8°22'36";

Thence tangent from said curve South 41°16'06" West 249.30 feet, more or less, to the beginning of a tangent curve concave northwesterly and having a radius of 1255.00 feet, said curve shall terminate southwesterly in the westerly corner of said Parcel 14;

Thence along said curve southwesterly 285.95 feet through a central angle of 13°03'17" to a point hereinafter referred to as Point "B", said point being the TRUE POINT OF BEGINNING, said point being on a line which bears South 75°03'05" West from a point in that certain curve shown on said map as being concave easterly, having a radius of 2085.00 feet, a central angle of 4°08'31" and an arc length of 150.72 feet in the easterly line of said Parcel 14, last said point being southerly an arc distance of 41.19 feet from the northerly terminus of said curve;

Thence along said line South 75°03'05" West 596.78 feet to the beginning of a tangent curve concave southeasterly and having a radius of 1200.00 feet, said point being distant South 75°03'05" West 1067.04 feet from said easterly line of Lot 14;

Thence along said curve southwesterly 64.00 feet through a central angle of 3°03'21" to a point of compound curvature with a curve concave southeasterly and having a radius of 600.00 feet, a radial line of said curves from said point bears South 18°00'15" East;

December 3, 1986

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LEGAL DESCRIPTION
MCAS EL TORO

Exclusive Easement
(Drainage)
(continued)

Thence along said curve southwesterly 148.48 feet through a central angle of 14°10'43" to a point in last said curve having a radius of 1255.00 feet.

Said strip of land shall be lengthened or shortened northeasterly and southwesterly so as to terminate in last said curve having a radius of 1255.00 feet.



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EXHIBIT "D" to GRANT DEED
(P. 2 of 2)

December 3, 1986

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LEGAL DESCRIPTION
MCAS EL TORO

Non-Exclusive Easement
(Maintenance)

That portion of Parcel 14 of Parcel Map No. 84-629, in the City of Irvine, County of Orange, State of California, as shown on a map filed in Book 205, Pages 1 through 10 of Parcel Maps in the Office of the County Recorder of said Orange County, included within a strip of land 15.00 feet wide, the northwesterly line of which is parallel and/or concentric with and 18.50 feet southeasterly from the following described line:

Beginning at Point "B" as described hereinbefore in the exclusive easement;

Thence along the reference line described in said easement South 75°03'05" West 596.78 feet to the beginning of a tangent curve concave southeasterly and having a radius of 1200.00 feet;

Thence along said curve southwesterly 64.00 feet through a central angle of 3°03'21" to a point of compound curvature with a curve concave southeasterly and having a radius of 600.00 feet, a radial line of said curves from said point bears South 18°00'15" East;

Thence along said curve southwesterly 148.48 feet through a central angle of 14°10'43" to a point in last said curve having a radius of 1255.00 feet.

Said strip of land shall be lengthened or shortened northeasterly and southwesterly so as to terminate in last said curve having a radius of 1255.00 feet.



JN 23565/L5

EXHIBIT "E"
TO GRANT DEED

BRYAN

Facility No. F20
Facility: Borrego Channel

EASEMENT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

THE IRVINE COMPANY, hereinafter
referred to as "GRANTOR,"

do hereby Grant to the

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and
politic, hereinafter referred to
as "DISTRICT."

An exclusive easement for a storm drain to be used for flood control and
water conservation purposes and for ingress and egress purposes as to Parcel 1 below
and a non-exclusive easement for purposes of reconstruction and enlargement of storm
drain as to Parcel 2 below, in, over, and across the real property in the City of
Irvine, County of Orange, State of California, described as:

Parcel 1: (FUTURE LEGAL DESCRIPTION OF EXCLUSIVE AREA FOR FLOOD CONTROL AND WATER
CONSERVATION PURPOSES AND FOR INGRESS AND EGRESS PURPOSES.)

Parcel 2: (FUTURE LEGAL DESCRIPTION OF NON-EXCLUSIVE AREA FOR PURPOSES OF
RECONSTRUCTION AND ENLARGEMENT OF STORM DRAIN.)

Parcel 3: (FUTURE LEGAL DESCRIPTION OF NON-EXCLUSIVE AREA FOR UNDERGROUND FLOOD
CONTROL FACILITY)

The facilities constructed within the exclusive easement area above
described are reinforced concrete rectangular channel and underground concrete
conduit, sufficient to support HS20-44 highway loading. Upon compliance with the
conditions contained in Agreement D85-152, DISTRICT accepts such storm drain
facilities and agrees to assume the maintenance and operation thereof. DISTRICT
agrees to hold GRANTOR harmless from any claims for damage, liabilities, or losses
resulting from claims or court actions arising out of any injury to persons or
damage to property by reason of DISTRICT's operation and maintenance of said storm
drain facilities.

THE IRVINE COMPANY

COPY

86-597360

Agreement No. D85-152

1 GRANTOR reserves all rights compatible with and not prejudicial to the
2 integrity of the DISTRICT's facility. The rights reserved herein are subject to the
3 following express limitations:

4 1. No buildings, permanent structures or additional earth will be
5 permitted within the exclusive easement area. In addition, no block wall creating a
6 water barrier across the exclusive easement area will be permitted.

7 2. No buildings or permanent structures will be permitted within the non-
8 exclusive easement area. However, placement of additional earth fill and
9 construction of site improvements associated with the development of permanent
10 buildings outside the non-exclusive easement area will be permitted. Site improve-
11 ments within the non-exclusive easement area may include, but are not limited to,
12 curbs, paving and landscaping.

13 3. No construction shall be commenced within the exclusive or non-
14 exclusive easement areas by GRANTOR until the plans for such construction have first
15 been approved in writing by the Director, Orange County Environmental Management
16 Agency or his designee hereinafter referred to as DIRECTOR. The DISTRICT agrees
17 that such plans shall be approved or disapproved within a reasonable time following
18 receipt thereof, and that approval will not be withheld without good cause.

19 4. Any improvements, including curb, paving, and landscaping which may be
20 allowed shall be operated and maintained at no cost to DISTRICT.

21 5. GRANTOR agrees to hold DISTRICT harmless from claims for damages and
22 cost of storm drain repair caused by GRANTOR's overloading of said storm drain and
23 shall reimburse DISTRICT for the costs of said storm drain repair.

24 6. GRANTOR agrees to hold DISTRICT harmless from any claims for damage to
25 GRANTOR's installations on said exclusive and non-exclusive easement areas resulting
26 from the operation, maintenance, repair, reconstruction, replacement or enlargement
27 of the flood control facility constructed on said land, or from damage caused by
28 flood or overflow conditions.

THE IRVINE COMPANY
COPY

86-597360

Agreement No. D85-152

1 7. In the event DISTRICT finds it necessary in the future to enter on and
2 disturb the surface or subsurface of the above-described land in order to exercise
3 any rights conveyed by the document, DISTRICT's only responsibility shall be to
4 restore any section of the flood control facility affected to the same load
5 specifications as originally constructed and to backfill with compacted earth to the
6 grade of the surrounding property following completion of DISTRICT's activity. The
7 responsibility for restoration of GRANTOR's affected improvements within the
8 disturbed area shall be that of GRANTOR.

9 8. Except in an emergency, found to exist by DIRECTOR, the DISTRICT shall
10 give GRANTOR not less than 60 days prior written notice that the DISTRICT intends to
11 disturb the surface of the easement area specifying the date of such entry, the
12 duration thereof and the nature of the work to be performed by DISTRICT. DISTRICT
13 further agrees to use its best efforts to minimize any inconvenience to GRANTOR or
14 GRANTOR's adjoining property and to minimize the period of time that the surface of
15 the easement area will be disturbed.

16 9. GRANTOR, its successors or assigns agree to save DISTRICT, its
17 officers, agents and employees harmless from any and all penalties, liabilities or
18 losses resulting from claims or court actions arising directly or indirectly out of
19 any injury to persons or damage to property by reason of the acts or omissions,
20 intentional or otherwise, of the GRANTOR, its agents, employees or independent
21 contractors employed by GRANTOR in exercising any of the privileges herein reserved
22 or in consequence thereof.

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24 ///

25 ///

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86-597360

Agreement No. D85-152

10. Unless otherwise provided in this easement deed, the terms, covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

THE IRVINE COMPANY

DATE: _____

BY: _____
President

DATE: _____

BY: _____

STATE OF CALIFORNIA, COUNTY OF ORANGE

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