

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:**

City of Irvine  
P.O. Box 19575  
Irvine, CA 92623-9575  
Attention: City Clerk

Mail Tax Statements as shown above

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



NO FEE

2014000191199 1:05 pm 05/16/14

48 414 E01 15

0.00 0.00 0.00 0.00 42.00 0.00 0.00 0.00

APN: N/A

DOCUMENTARY TRANSFER TAX \$ -0- Gov't Code

- ☐ Computed on the consideration or value of property conveyed  
☒ Exempt per Revenue & Taxation Code Section 11922  
☒ Exempt from Recording Fees per Govt. Code Section 27383

By: Thomas Ben City of Irvine  
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX PERM NAME

- ☐ Unincorporated Area  
☒ Incorporated - City of Irvine

Project: Borrego Cyn Channel/Alton Parkway (Z99406)  
Parcel No: F20.550; F20.551 & F20.552

**EASEMENT DEED**

This Easement Deed ("**Easement Deed**") is entered into by and between,

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

and

CITY OF IRVINE,  
a California municipal corporation,  
hereinafter referred to as "**GRANTEE**," its, successor and assigns.

A. WHEREAS, pursuant to Quitclaim Deed recorded December 20, 1997, as Instrument 19970126818, in the County of Orange, California ("**Quitclaim Deed**"), The Irvine Company ("**TIC**") quitclaimed to Orange County Flood Control District certain easement rights, including the right to grant road easements to others, that TIC held in and to that certain real property described in said Quitclaim Deed; and

B. WHEREAS, GRANTEE requests use of portions of the real property described in said Quitclaim Deed.

NOW, THEREFORE, in consideration of the above and for valuable consideration which is hereby acknowledged, DISTRICT does hereby grant to GRANTEE a non-exclusive easement in perpetuity for roadway purposes in, on, over, upon and across those certain real property parcels described in "**Exhibit A**" (hereinafter referred to as "**Easement Area**"), and illustrated in "**Exhibits B1, B2 and B3**" which exhibits are attached hereto and made a part hereof.

GRANTEE'S rights shall include rights to construct, repair, and maintain improvements consisting of a public roadway ("**GRANTEE'S Facilities**") and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted.

DISTRICT and GRANTEE, may sometimes hereinafter be individually referred to as "**Party**" or jointly as "**Parties**". It is understood and agreed by the Parties hereto and their successors and assigns that the easement and right of way herein granted in this Easement Deed shall be subject to the following terms, conditions, and reservations:

#### **1. CONSTRUCTION AND MAINTENANCE (PMES2.2N)**

GRANTEE including its utility franchisees or other permittees shall have all construction and/or maintenance plans approved in writing by DISTRICT'S Director OC Public Works, or designee, (hereinafter referred to as "**Director**") prior to commencement of any work in, on or about the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion.

Director's approval of GRANTEE'S construction and/or maintenance plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. DISTRICT is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of GRANTEE'S construction and/or maintenance plans. Director will rely on the professional expertise of the Engineer of Record when approving GRANTEE'S construction and/or maintenance plans.

GRANTEE hereby acknowledges that the Easement Area lies within a portion of DISTRICT'S flood control facility, commonly referred to as the Borrego Canyon Channel (hereinafter "**the Channel**").

GRANTEE shall perform all construction and/or maintenance in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel by DISTRICT.

Should it be necessary for GRANTEE including its utility franchisees or other permittees to conduct any construction at grade or below or excavation activities or otherwise disturb the surface of the Easement Area subsequent to the completion of the initial installation of GRANTEE'S Facilities, GRANTEE agrees to and shall require each of its utility franchisees or other permittees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all plans, and obtain a County Property Permit for construction from the County of Orange ("**County**") with payment of normal processing fees therefor prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve disturbance of the surface area or for GRANTEE'S routine road resurfacing activities or in kind replacement of any originally approved sidewalks within the Easement Area which said replacement shall not interfere with DISTRICT'S operation and maintenance or encroach into DISTRICT'S right of way outside of the Easement Area.

GRANTEE shall, at no cost to DISTRICT, maintain in good repair and in safe condition all Facilities constructed, used or placed upon the Easement Area by or on behalf of GRANTEE pursuant to this Easement Deed and at no cost to DISTRICT repair or cause to be repaired any damage to DISTRICT'S surrounding land or to DISTRICT'S improvement consisting of but not limited to the concrete flood control channel box structure, manholes, and related flood control improvements ("**Channel Improvements**") located within, under or about the Easement Area, which damage was caused by or directly attributable to GRANTEE'S its utility franchisees' or other permittees' use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area, except to the extent caused by DISTRICT'S gross negligence or intentional misconduct.

## **2. REMOVAL AND/OR ABANDONMENT (PMES3.1S)**

GRANTEE agrees that in the event (a) GRANTEE'S Facilities are no longer required, or (b) GRANTEE'S use of said Facilities ceases for a continuous period of more than five (5) years without written notice from GRANTEE to DISTRICT of the circumstances affecting such suspension and of GRANTEE'S intention to resume usage of the Facilities, GRANTEE shall, at Director's request and at no cost to DISTRICT, remove and/or abandon said Facilities within ninety (90) days after receipt of written notice from Director to remove and/or abandon. Following such removal and/or abandonment, GRANTEE shall, at no cost to DISTRICT, restore the Easement Area to the condition that existed prior to the granting of this Easement Deed, to Director's satisfaction.

GRANTEE shall also execute and deliver to Director, within ninety (90) days of such removal and/or abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.

## **3. CHANNEL CONSTRUCTION/MAINTENANCE ACTIVITIES WITHIN CITY STREETS**

(a) Construction by DISTRICT. Except in the event of an emergency, DISTRICT agrees that no construction shall be commenced within, upon, under or above GRANTEE'S Facilities until DISTRICT'S plans have first been approved in writing by GRANTEE'S City Engineer, or designee, ("**City Engineer**"), and a permit for construction has been issued by GRANTEE. GRANTEE agrees that approval shall not be withheld without good cause and that GRANTEE'S permit conditions shall not unreasonably restrict DISTRICT'S construction activities. City Engineer's approval of DISTRICT'S plans shall not be deemed an approval of DISTRICT'S facilities' structural safety, suitability for purpose or conformance with applicable governmental requirements.

(b) Emergency Construction by DISTRICT. In the event of an emergency, DISTRICT agrees (i) to provide written notification to the City Engineer as soon as possible after commencement of work within the Easement Area, and (ii) to apply for a permit from GRANTEE within five (5) business days of commencing work. GRANTEE agrees that approval of such permit shall not be withheld unreasonably.

(c) DISTRICT Maintenance Activities. District shall be permitted to perform any and all maintenance activities within the Easement Area that do not affect GRANTEE'S Facilities or interfere with the traffic flow on the public roadway, without prior approval by GRANTEE.

## **4. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.2S)**

GRANTEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all applicable governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from GRANTEE'S use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area.

In addition, GRANTEE shall ensure that all construction in the Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the Channel nor into DISTRICT'S flood control system.

GRANTEE shall not accept any regulatory permit, or consent to any regulatory permit provision which may (i) affect the operation and maintenance of the Channel; (ii) commit DISTRICT to any new maintenance obligation; (iii) require the installation of any water quality feature within the Channel; (iv) result in increased Channel operation or maintenance expenses; or (v) be inconsistent with DISTRICT'S Channel

operations and/or facilities standards and criteria, without the Director's prior written approval, which approval shall be at Director's sole discretion and which approval may include, but not be limited to the posting of a bond or the deposit of funds to cover any permit obligations. GRANTEE shall ensure that any such proposed permit provision(s) not approved in writing by the Director is/are stricken or deleted from the final permit prior to its issuance.

No approvals or consents given hereunder by DISTRICT, as a Party to this Easement Deed, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

##### **5. HOLD HARMLESS (PMES7.2S)**

GRANTEE acknowledges the Easement Area is in, on, and over DISTRICT'S Channel and may be subject to all hazards associated with flood conditions. GRANTEE agrees to assume all risks, financial or otherwise, associated therewith.

GRANTEE hereby releases and waives all claims and recourse against DISTRICT and County including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to GRANTEE'S use under this Easement Deed, including any damage to or interruption of use of GRANTEE'S Facilities caused by erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel or by DISTRICT'S flood control operations, except claims arising from willful actions or concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees, invitees, licensees, permittees or franchisees including, but not limited to, use of the Easement Area by members of the general public. GRANTEE'S indemnity obligation shall not extend to any liability arising out of willful actions or concurrent active or sole negligence of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If DISTRICT and/or County is/are named as co-defendant(s) in a lawsuit falling under the scope of GRANTEE's indemnity obligations, GRANTEE shall notify Director of such fact and shall represent DISTRICT/County in such legal action unless DISTRICT/County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, in which event, GRANTEE shall pay to DISTRICT/County its/their reasonable litigation costs, expenses, and attorneys' fees. If judgment is entered against DISTRICT/County and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT/County and GRANTEE, DISTRICT and GRANTEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

GRANTEE acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.*

GRANTEE, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this section.

## **6. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.2S)**

GRANTEE shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. If GRANTEE breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which GRANTEE is legally liable to DISTRICT for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by DISTRICT, and hold harmless, DISTRICT and/or County, and their elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE'S use of the Easement Area as a result of such contamination. This foregoing indemnification includes, without limitation, reasonable costs incurred by DISTRICT in connection with any reasonable actions in connection with an investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area by GRANTEE. If GRANTEE breaches the obligations stated herein, GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action, which consent shall not be unreasonably withheld.

As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including, without limitation, the County, the state of California, or the United States government.

## **7. RESERVATIONS (PMES9.1N)**

DISTRICT hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by GRANTEE of the rights and easement herein granted.

DISTRICT further reserves for itself the right to act in accordance with the Flood Control Act including but not limited to improving, constructing, reconstructing, rehabilitating, operating and maintaining the Channel facility.

In the event DISTRICT exercises such rights to utilize the Easement Area which use results in the disturbance of the Easement Area, DISTRICT'S only responsibility shall be to backfill with compacted earth to the grade of the surrounding property following completion of DISTRICT'S activity. GRANTEE shall restore GRANTEE'S Facilities to the design and grade approved as provided for in Section 1 (Construction and Maintenance) above. Notwithstanding the foregoing, at the sole option of Director, if so requested by GRANTEE, and upon written agreement of Director and GRANTEE, DISTRICT may restore any GRANTEE Facilities disturbed by DISTRICT'S activities, at GRANTEE'S sole cost and expense

## **8. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)**

This Easement Deed is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area, and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by DISTRICT, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or DISTRICT'S interest therein.

**9. TAXES AND ASSESSMENTS (PMES11.1S)**

Should this Easement Deed create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Easement Area or upon fixtures, equipment, or other property installed, constructed or used by GRANTEE thereon from GRANTEE'S use of this Easement Deed, shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due.

**10. NOTICES (PMES12.1S)**

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by facsimile and so given shall be deemed to have been given upon receipt if provided by personal delivery; or if by facsimile on the day transmitted provided transmitted by 4:30 P.M. (PT) on the receiving Party's regular business day, otherwise delivery shall be deemed to have been given on the next business day.

To DISTRICT:

Orange County Flood Control District  
c/o OC Public Works/Real Estate Services  
RE: F20.550-552 Roadway Easement  
P.O. Box 4048  
Santa Ana, CA 92702-4048

To GRANTEE:

City of Irvine  
Attention: Director of Public Works  
P.O. Box 19575  
Irvine, CA 92623-9575

**11. VENUE (PMES13.1S)**

The Parties hereto agree that this Easement Deed has been negotiated and executed in the state of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Easement Deed, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

**12. WAIVER OF RIGHTS (PMES14.1S)**

The failure of either Party to insist upon strict performance of any of the terms, covenants, or conditions of this Easement Deed shall not be deemed a waiver of any right or remedy that such Party may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Easement Deed thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Easement Deed.

**13. SEVERABILITY (PMES15.1S)**

If any term, covenant, condition, or provision of this Easement Deed is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**14. ATTORNEYS' FEES (PMES16.1S)**

In any action or proceeding brought to enforce or interpret any provision of this Easement Deed, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

**15. SUCCESSORS AND ASSIGNS (PMES18.1S)**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

**16. AUTHORITY (PMES20.1S)**

The Parties to this Easement Deed represent and warrant that this Easement Deed has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

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*The signatures of the Parties to this Easement Deed appear on following pages.*

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: [Signature]  
Deputy

Date: 3/31/14

**DISTRICT**

ORANGE COUNTY FLOOD CONTROL  
DISTRICT, a body corporate and politic

By: [Signature]  
Chairman, Board of Supervisor  
Orange County, California

Signed and certified that a copy of this document  
has been delivered to the Chairman of the Board per  
G.C. Sec. 25103, Reso 79-1535

ATTEST:

[Signature]  
Susan Novak  
Clerk of the Board of Supervisors  
Orange County Flood Control District  
Orange County, California



**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

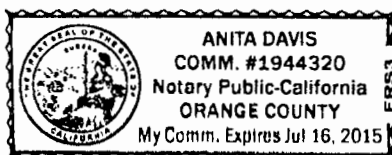
On May 12, 2014 before me, Anita Davis, a Notary Public,  
personally appeared Robin Stieler

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.

(Seal)



Signature

[Signature]

Approved as to Form

**GRANTEE**

CITY OF IRVINE,  
a California municipal corporation

By: [Signature]  
City Attorney

By: [Signature]  
Mark Carroll, City Engineer

Date: 5/5/14

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

On May 7, 2014 before me, TRAN TRAN, a notary public,  
personally appeared Mark Carroll

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.

(Seal)

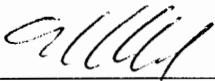


Signature [Signature]

## CERTIFICATE OF ACCEPTANCE

### GRANT OF EASEMENT

This is to certify that the interest in real property conveyed by the Easement Deed dated May 12, 2014, as made by the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic to the CITY OF IRVINE, a California municipal corporation, is hereby accepted by the undersigned City Engineer on behalf of the City Council of the City of Irvine pursuant to authority conferred by Ordinance No. 83-4 of such City Council adopted on the 12<sup>th</sup> day of April, 1983, and revised by Ordinance No. 92-19 adopted on the 27<sup>th</sup> day of October, 1992, and the Grantee consents to recordation thereof by its duly authorized officer. Pursuant to authority conferred by Ordinance No. 07-12 adopted on the 27<sup>th</sup> day of May, 2007, the City Engineer hereby accepts said easement area into the City Street System on behalf of the City Council.

  
\_\_\_\_\_  
Mark Carroll, City Engineer  
City of Irvine

5-15-14  
\_\_\_\_\_  
Date

## **LEGAL DESCRIPTION**

### **Alton Parkway Right-of-Way Transfer to the City of Irvine Facility No.: F20**

Those portions of that certain land, in the City of Irvine, County of Orange, State of California, described as Parcel 502 in the Quitclaim Deed to the Orange County Flood Control District, recorded on March 20, 1997 as Instrument No. 19970126818 of Official Records, in the Office of the County Recorder of said County, described as follows:

#### **Parcel No.: 550**

Commencing at the intersection of the southeasterly line of said Parcel 502 with the southwesterly line of that certain land in said City, County, and State, described in the Grant Deed to the Irvine Ranch Water District, recorded February 3, 1977 in Book 12057, Page 1904 of said official records, said southeasterly line being parallel with and 60.00 feet northwesterly of the construction centerline of Alton Parkway, as said centerline is shown on Record of Survey No. 2012-1066 filed December 4, 2012 in Book 261, Pages 11 through 14 of Records of Survey in the Office of said County Recorder, said intersection hereinafter referred to as Point A; thence North 56°45'18" East, 16.00 feet along said southeasterly line to the beginning of a curve, concave northwesterly and having a radius of 91.00 feet, said beginning of curve being the TRUE POINT OF BEGINNING; thence Northeasterly along said curve 14.13 feet through a central angle of 08°53'47"; thence North 47°51'31" East, 27.13 feet to the beginning of a curve, concave southeasterly and having a radius of 59.00 feet; thence Northeasterly along said curve 9.16 feet through a central angle of 08°53'47" to a line parallel with and 66.00 feet northwesterly of said centerline; thence North 56°45'18" East, 60.00 feet along said parallel line to the beginning of a curve, concave southeasterly and having a radius of 59.00 feet; thence northeasterly along said curve 9.16 feet through a central angle of 08°53'47"; thence North 65°39'05" East, 27.13 feet to the beginning of a curve, concave northwesterly and having a radius of 91.00 feet; thence northeasterly along said curve 14.13 feet through a central angle of 08°53'47" to said southeasterly line of Parcel 502; thence South 56°45'18" West, 160.00 feet along said southeasterly line to the TRUE POINT OF BEGINNING.

Containing 647 Square Feet, more or less.

See EXHIBIT B1 attached and by reference made a part.

#### **Parcel No.: 551**

Commencing at aforementioned Point A; thence North 56°45'18" East, 225.99 feet along said southeasterly line of Parcel 502 to the TRUE POINT OF BEGINNING; thence North 11°45'18" East, 36.77 feet to a line parallel with and 86.00 feet northwesterly of said centerline; thence North 56°45'18" East, 58.00 feet along said parallel line; thence leaving said parallel line South 78°14'42" East, 36.77 feet to said southeasterly line; thence South 56°45'18" West, 110.00 feet along said southeasterly line to the TRUE POINT OF BEGINNING.

Containing 2,184 Square Feet, more or less.

See EXHIBIT B2 attached and by reference made a part.


**Parcel No.: 552**

Commencing at aforementioned Point A; thence North  $56^{\circ}45'18''$  East, 618.84 feet along said southeasterly line of Parcel 502 to the TRUE POINT OF BEGINNING; thence North  $33^{\circ}14'42''$  West, 0.17 feet to the beginning of a non-tangent curve, concave northwesterly and having a radius of 15.00 feet, a radial line to said curve bears South  $33^{\circ}14'42''$  East; thence Northeasterly along said curve 2.08 feet through a central angle of  $07^{\circ}56'36''$ ; thence North  $48^{\circ}48'42''$  East, 16.01 feet to the beginning of a curve, concave southeasterly and having a radius of 15.00 feet; thence Northeasterly along said curve 2.08 feet through a central angle of  $07^{\circ}56'36''$  to a line parallel with and 62.67 feet northwesterly of said centerline; thence North  $56^{\circ}45'18''$  East, 36.00 feet along said parallel line to the beginning of a curve, concave southeasterly and having a radius of 15.00 feet; thence Northeasterly along said curve 2.08 feet through a central angle of  $07^{\circ}56'36''$ ; thence North  $64^{\circ}41'54''$  East, 16.01 feet to the beginning of a curve, concave northwesterly and having a radius of 15.00 feet; thence Northeasterly along said curve 2.08 feet through a central angle of  $07^{\circ}56'36''$ ; thence radial to said curve, South  $33^{\circ}14'42''$  East, 0.17 feet to said southeasterly line; thence South  $56^{\circ}45'18''$  West, 76.00 feet along said southeasterly line to the TRUE POINT OF BEGINNING.

Containing 153 Square Feet, more or less.

See EXHIBIT B3 attached and by reference made a part.

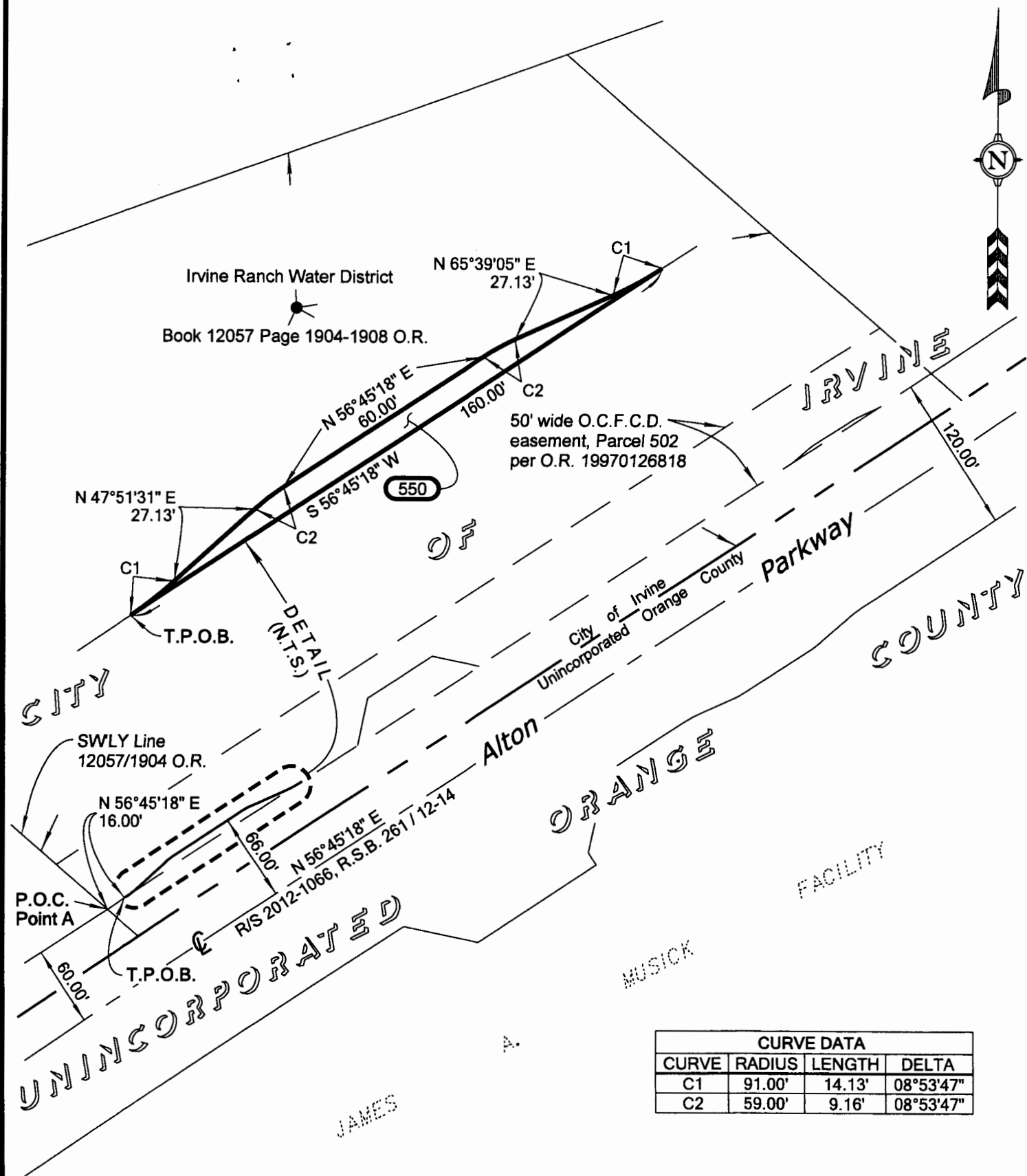
APPROVED

  
Raymond J. Rivera

L.S. 8324

Date: Mar 12, 2014





CURVE DATA			
CURVE	RADIUS	LENGTH	DELTA
C1	91.00'	14.13'	08°53'47"
C2	59.00'	9.16'	08°53'47"



**COUNTY OF ORANGE**  
**OC PUBLIC WORKS**  
 RIGHT - OF - WAY ENGINEERING

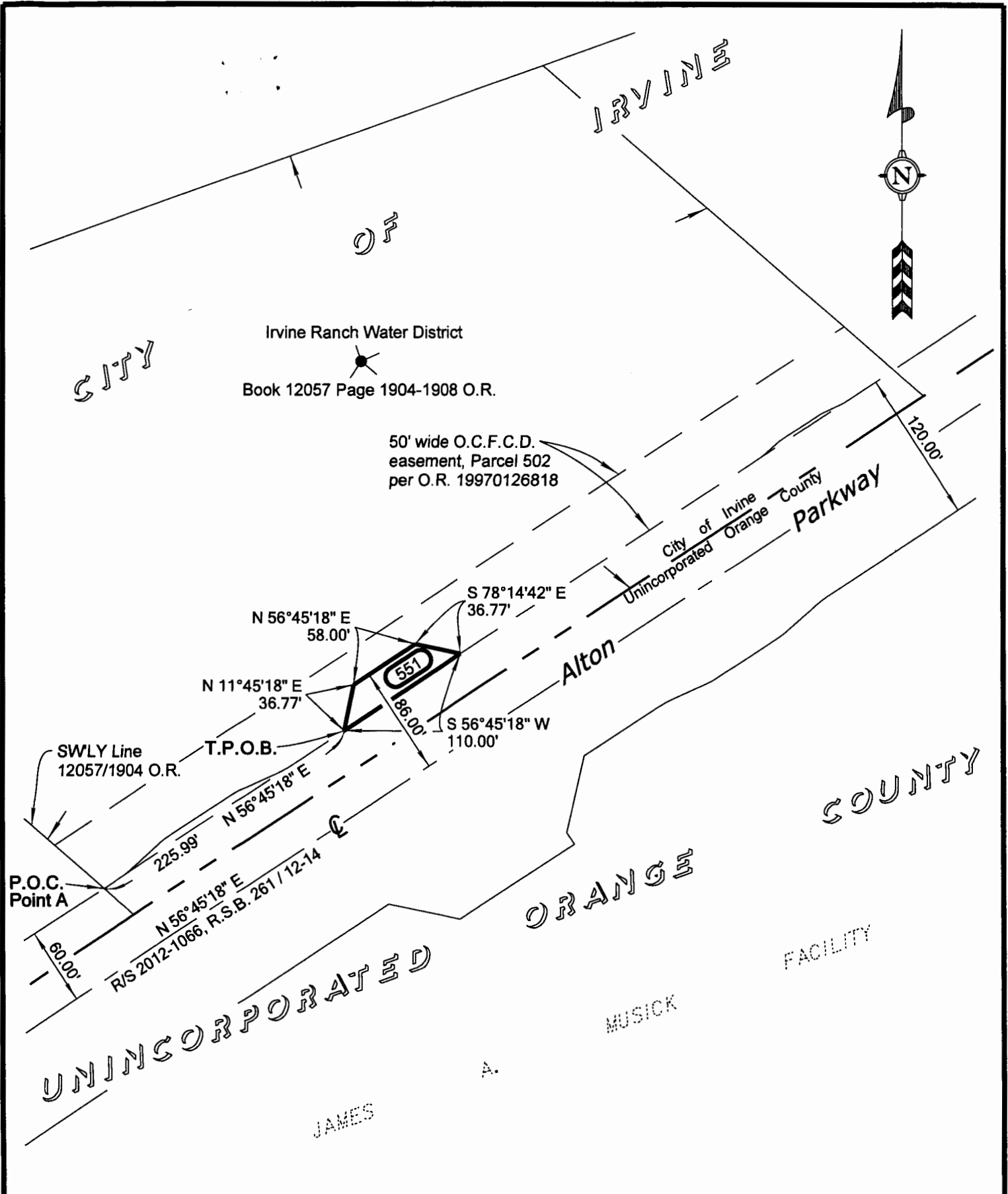
ID # 2013 - 027

SCALE : 1" = 100'

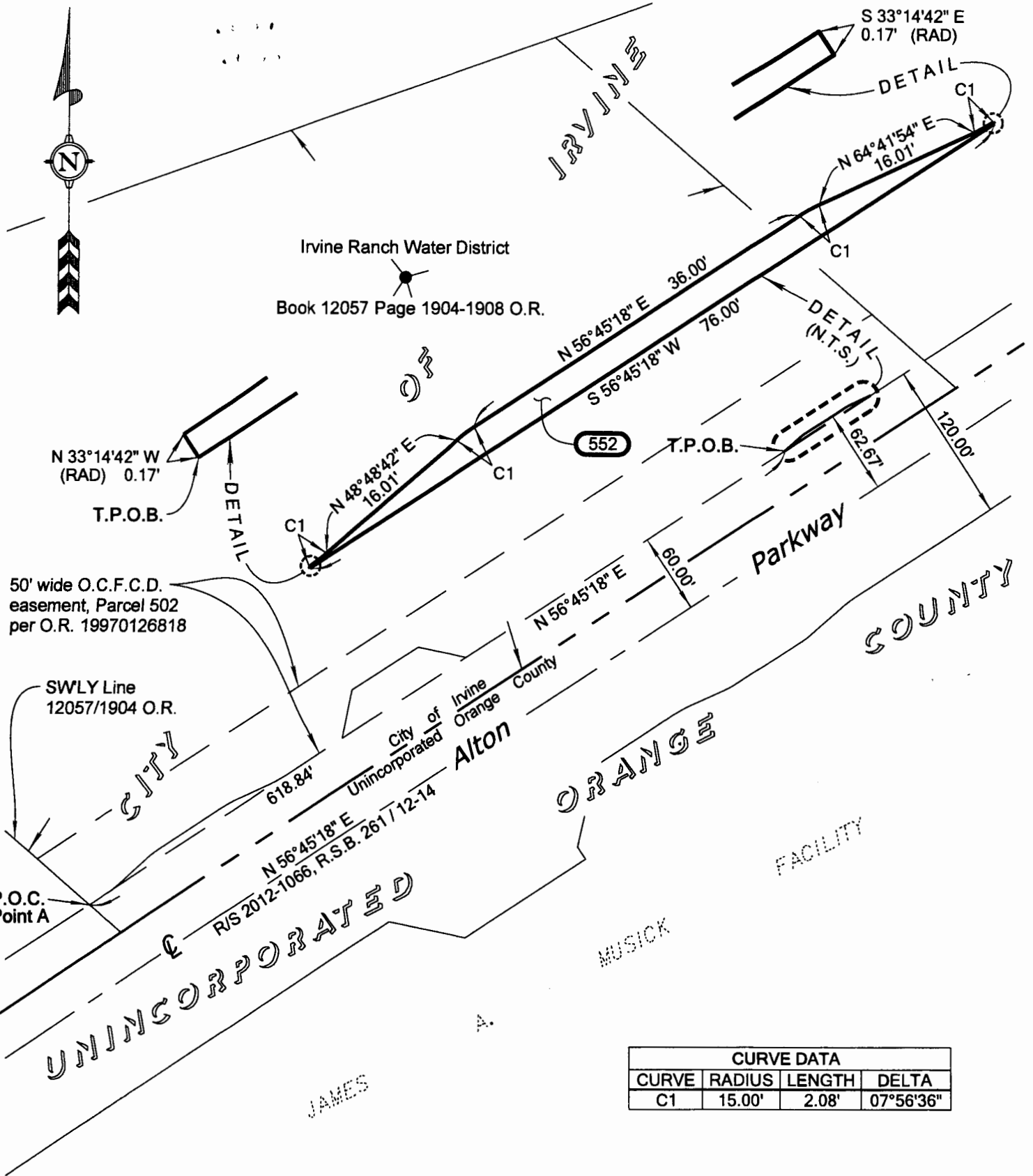
**EXHIBIT B1**

Sheet 1 of 1

PROJECT : ALTON PARKWAY (Z99406) EASEMENT CONVEYANCES TO THE CITY OF IRVINE



COUNTY OF ORANGE OC PUBLIC WORKS RIGHT - OF - WAY ENGINEERING	ID # 2013 - 027	EXHIBIT B2  Sheet 1 of 1
	SCALE : 1" = 100'	
PROJECT : ALTON PARKWAY (Z99406) EASEMENT CONVEYANCES TO THE CITY OF IRVINE		



**COUNTY OF ORANGE**  
**OC PUBLIC WORKS**

RIGHT - OF - WAY ENGINEERING

ID # 2013 - 027

SCALE : 1" = 100'

**EXHIBIT B3**

Sheet 1 of 1

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