# DEEDS SCAN SHEET

DEED NUMBER: 1447

DEED TYPE: DEED

DEED DATE: 05/12/2014

ADDRESS APN:

DEED RECORD NUMBER: 2014000191200

DEED RECORD DATE: 05/16/2014

**DEED BOOK:** 

**DEED PAGE:** 

GRANTOR: COUNTY OF ORANGE

DEED LOCATION: ALTON PARKWAY

DEED PURPOSE: TO CONSTRUCT, REPAIR, AND MAINTAIN

A PUBLIC ROADWAY AND

IMPROVEMENTS CONSISTING OF, CURBS,

GUTTERS, SIDEWALKS, STORM DRAINS,

LANDSCAPING, AND IRRIGATION SYSTEMS ON, OVER, AND ACROSS

EASEMENT AREA

20

# 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

THIS SPACE FOR RECORDER'S USE ONLY

APN:

# DOCUMENTARY TRANSFER TAX \$ -O- Cost 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: Light Light Ly of Truine Signature of Decrarant op agent determining tax firm name

☐ Unincorporated Area

Project: Z99406 Alton Parkway

Parcels: 150, 151, 152, 153, 154 & 155

### EASEMENT DEED AND AGREEMENT

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

COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and the

#### CITY OF IRVINE,

a California municipal corporation, hereinafter referred to as "GRANTEE," its, successor and assigns,

#### RECITALS

- A. WHEREAS COUNTY owns in fee, Parcels 151,152, 153, 154 and 155 described in Exhibit A and illustrated in Exhibits B1, B2 and B3 attached hereto; and
- B. WHEREAS, pursuant to Quitclaim Deed recorded December 3, 1992, as Instrument 92-827394, in Official Records, Orange County, California ("Quitclaim Deed") The Irvine Company ("TIC") quitclaimed to COUNTY certain easement rights, over Parcel 150 described in said Exhibit A and illustrated in said Exhibit B1, 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
- C. WHEREAS pursuant to Easement Deed for Borrego Wash recorded March 20, 1997, as Instrument 19970126816, in the County of Orange, California ("**Borrego Wash Easement**") TIC granted

TION

Orange County Flood Control District, a body corporate and politic, ("**District**") a perpetual easement and right-of-way for flood control and water conservation purposes over Parcel 151 described in said Exhibit A and illustrated in said Exhibit B1.

NOW, THEREFORE, in consideration of the above and for valuable consideration which is hereby acknowledged, COUNTY does hereby grant to GRANTEE a non-exclusive street and highway easement in, on, over, upon and across those certain real property parcels (hereinafter referred to as "Easement Area") described in "Exhibit A," 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 a public roadway and improvements consisting of, curbs, gutters, sidewalks, storm drains, landscaping and irrigation systems ("GRANTEE'S Facilities") on, over and across the Easement Area.

COUNTY 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 ("Easement Deed") shall be subject to the following terms, conditions, and reservations:

#### 1. INCORPORATION OF RECITALS

By this reference, the above-noted Recitals are incorporated herein.

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

GRANTEE shall, at no cost to COUNTY, maintain in good repair and in safe condition all GRANTEE Facilities constructed, used, or placed upon the Easement Area by, or on behalf of, GRANTEE pursuant to this Easement Deed.

GRANTEE hereby acknowledges that Parcel 151 of the Easement Area lies within a portion of District's flood control facility commonly referred to as the Borrego Canyon Channel (hereinafter "the Channel") and GRANTEE agrees to perform all construction and/or maintenance in, on, or about Parcel 151 in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel by DISTRICT.

# 3. **COMPLIANCE WITH REGULATORY AUTHORITIES** (PMES6.1S)

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 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 waters of the state.

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

### 4. **HOLD HARMLESS** (PMES7.1S)

GRANTEE acknowledges that portions of the Easement Area are on, over, or about 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 COUNTY, and District 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 uses 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 COUNTY and/or District, their officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved by COUNTY), and hold harmless, COUNTY and District, 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 hold harmless/indemnity obligations shall not extend to any liability arising out of willful actions or concurrent active or sole negligence of COUNTY and/or District, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If COUNTY and/or District are named as co-defendant in a lawsuit falling under the scope of GRANTEE'S hold harmless/indemnity obligations, GRANTEE shall notify COUNTY of such fact and shall represent COUNTY/District in such legal action unless COUNTY/District undertake(s) to represent itself/theirself as co-defendant in such legal action, in which event, GRANTEE shall pay to COUNTY/District its/their reasonable litigation costs, expenses, and attorneys' fees. If judgment is entered against COUNTY/District and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of COUNTY/District and GRANTEE, COUNTY 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.

# 5. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.1S)

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 COUNTY for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its 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 indemnification includes, without limitation, costs reasonably incurred by COUNTY 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 written approval of DISTRICT'S Director OC Public Works, or designee, and the approval of any necessary governmental entities or agencies for any such remedial action.

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, COUNTY acting in its governmental capacity, the State of California, or the United States government.

# 6. **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, including, but not limited to, the Borrego Wash Easement, 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 COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or COUNTY'S interest therein.

# 7. TAXES AND ASSESSMENTS (PMES11.2S)

This Easement Deed may 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 in connection with this Easement Deed, shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due.

#### 8. NOTICES

All notices 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 deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile

number provided below), or three (3) days after deposit in the United States mail with postage prepaid, addressed as follows:

#### To COUNTY:

County of Orange c/o OC Public Works/Real Estate Services RE: Z99406 Road 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

Either 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.

# **9. 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.

#### 10. 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 said 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.

#### 11. **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.

#### 12. 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.

#### 13. 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.

#### 14. INTEGRATED AGREEMENT

This Easement Deed contains all of the agreements of the Parties and all previous understandings, negotiations, and agreements pertaining to the Easement Area are integrated into and superseded by this Easement Deed.

# 15. AMENDMENT

This Easement Deed may not be amended at any time except by a written instrument signed by both Parties.

# 16. AUTHORITY

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

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Signatures of the Parties to this Easement Deed appear on following pages.

COUNTY Approved as to Form COUNTY OF ORANGE a political subdivision of the State of California Office of the County Counsel Orange County, California By: 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: Clerk of the Board of Supervisors Orange County, California **ACKNOWLEDGMENT** STATE OF CALIFORNIA COUNTY OF ORANGE

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 be/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.

public, personally appeared

(Seal)



Signature (

a notary

	GRANTEE	
Approved as to Form	CITY OF IRVINE, a California municipal corporation	
By: City Attorney	By: Mark Carroll, City Engineer	
City Attorney  Date: 5/5/14		
ACKNOWLEDGMENT		
STATE OF CALIFORNIA )		
COUNTY OF ORANGE )		
On May 7, 20 U before me, public, personally appeared Mark	an Tran, a notary	
who proved to me on the basis of satisfactory evidence to within instrument and acknowledged to me that he/she/the capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	ey executed the same in his/her/their authorized	
I certify under PENALTY OF PERJURY under the laws of true and correct.	of the State of California that the foregoing paragraph is	
WITNESS my hand and official seal.	Our Dur	
(Seal) TRAN 78 1953803 10 10 10 10 10 10 10 10 10 10 10 10 10	Signature	
CO OR CHILD TO'S		

# CERTIFICATE OF ACCEPTANCE GRANT OF EASEMENT

This is to certify that the interest in real property conveyed by the Easement Deed dated Muy 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.

Cl llllf	5/5-14	
Mark Carroll, City Engineer	Date	
City of Irvine		

#### **LEGAL DESCRIPTION**

Alton Parkway Right-of-Way Transfer to the City of Irvine Facility No.: Z99406

Parcel No.: 150

That certain land, in the City of Irvine, County of Orange, State of California, described as Parcel 112 in the Quitclaim Deed to said county, recorded on December 3, 1992 as Instrument No. 92-827394 of Official Records, in the Office of the County Recorder of said County.

Containing 0.512 Acres, more or less.

See EXHIBIT B1 attached and by reference made a part.

#### Parcel No.: 151

That portion of that certain land, in the City of Irvine, County of Orange, State of California, described as Parcel 102 in the Grant Deed to said county, recorded November 27, 1996 as Instrument No.19960605850 of Official Records in the office of the County Recorder of said county, described as follows:

Commencing at the southwesterly terminus of that certain curve in the construction centerline of Alton Parkway being concave southeasterly and having a radius of 2,470.00 feet, a central angle of 12°13′57″. and a length of 527.34 feet, as 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; thence Northeasterly 166.73 feet along said certain curve and said centerline through a central angle of 03°52′03"; thence leaving said centerline North 29°22′39" West, 60.00 feet along a radial line to its intersection with a line concentric with and 60.00 feet northwesterly of said centerline, said concentric line having a radius of 2,530.00 feet, and shown as being the proposed northwesterly right-of-way line of Alton Parkway on said Record of Survey, said intersection also being the TRUE POINT OF BEGINNING; thence continuing North 29°22'39" West, 0.17 feet along said radial line to the beginning of a non-tangent curve, concave northwesterly and having a radius of 15.00 feet, a radial line to said curve at said beginning bears South 29°22'39" East; thence Northeasterly 2.02 feet along said curve through a central angle of 07°42′09"; thence North 52°55′12" East, 16.04 feet to the beginning of a curve, concave southeasterly and having a radius of 15.00 feet; thence Northeasterly 2.13 feet along said curve through a central angle of 08°09′21" to the beginning of a compound curve, concave southeasterly and having a radius of 2,532.67 feet, said curve being concentric with and 62.67 feet northwesterly of said centerline; thence Northeasterly 36.00 feet along said curve through a central angle of 00°48′52" to the beginning of a compound curve, concave southeasterly and having a radius of 15.00 feet; thence Northeasterly 2.13 feet along said curve through a central angle of 08°09'21"; thence North 70°02'46" East, 16.04 feet to the beginning of a curve, concave northwesterly and having a radius of 15.00 feet; thence Northeasterly 2.02 feet along said curve through a central angle of 07°42′09"; thence radial to said centerline

South 27°39′22″ East, 0.17 feet to said proposed right-of-way line; thence Southwesterly 76.00 feet along said proposed right-of-way through a central angle of 01°43′16″ to the TRUE POINT OF BEGINNING.

Containing 153 Square Feet, more or less.

See EXHIBIT B1 attached and by reference made a part.

#### Parcel No.: 152

That portion of Alton Parkway, in the City of Irvine, County of Orange, State of California, as 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 the County Recorder of said county, lying in Parcel G-4B as described in the Grant Deed to the County of Orange, recorded December 8, 2009 as Instrument No. 2009000655591 of Official Records in said County Recorder's Office.

Containing 153 Square Feet, more or less.

See EXHIBIT B2 attached and by reference made a part.

#### Parcel No.: 153

That portion of Alton Parkway, 120.00 feet wide, in the City of Irvine, County of Orange, State of California, as 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 the County Recorder of said county, lying in El Toro LIFOC Parcel II-V-1 as described in the Grant Deed to said County, recorded January 13, 2014 as Instrument No. 2014000013053 of Official Records in said County Recorder's Office.

Containing 6.664 Acres, more or less.

See EXHIBIT B2 attached and by reference made a part.

#### Parcel No.: 154

That portion of that certain land, in the City of Irvine, County of Orange, State of California, described as El Toro LIFOC Parcel II-V-1 in the Grant Deed to said county, recorded January 14, 2013 as Instrument No. 2014000013053 of Official Records in the office of the County Recorder of said County, described as follows:

Commencing at the easterly terminus of that certain course in the construction centerline of Alton Parkway shown as having a bearing of North 77°51′38″ East, and a length of 402.89 feet 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; thence South 77°51′38″ West, 108.84 feet along said centerline; thence leaving said centerline North 12°08'22" West, 60.00 feet to the intersection with a line parallel with and 60.00 feet northerly of the said centerline, said parallel line shown as being the proposed northerly right-of-way line of Alton Parkway on said Record of Survey, said intersection also being the TRUE POINT OF BEGINNING; thence continuing North 12°08'22" West, 0.17 feet to the beginning of a non-tangent curve, concave northerly and having a radius of 15.00 feet, a radial line to said curve at said beginning bears South 12°08'22" East; thence Westerly 2.08 feet along said curve through a central angle of 07°56'36"; thence South 85°48'13" West, 16.01 feet to the beginning of a curve, concave southerly and having a radius of 15.00 feet; thence Westerly 2.08 feet along said curve through a central angle of 07°56'36" to a line parallel with and 62.67 feet northerly of said centerline; thence South 77°51'38" West, 36.00 feet along said parallel line to the beginning of a curve, concave southerly and having a radius of 15.00 feet; thence Westerly 2.08 feet along said curve through a central angle of 07°56′36″; thence South 69°55'02" West, 16.01 feet to the beginning of a curve, concave northerly and having a radius of 15.00 feet, thence Westerly 2.08 feet along said curve through a central angle of 07°56′36″; thence South 12°08'22" East, 0.17 feet to said proposed right-of-way line; thence North 77°51'38" East, 76.00 feet along said line to the TRUE POINT OF BEGINNING.

Containing 153 Square Feet, more or less.

See EXHIBIT B3 attached and by reference made a part.

#### Parcel No.: 155

That portion of that certain land, in the City of Irvine, County of Orange, State of California, described as El Toro LIFOC Parcel II-V-1 in the Grant Deed to said county, recorded January 13, 2014 as Instrument No. 2014000013053 of Official Records in the office of the County Recorder of said county, described as follows:

Commencing at the easterly terminus of that certain course in the construction centerline of Alton Parkway shown as having a bearing of North 77°51'38" East, and a length of 402.89 feet 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; thence South 77°51'38" West, 86.89 feet along said centerline; thence leaving said centerline South 12°08'22" East, 60.00 feet to the intersection with a line parallel with and 60.00 feet southerly of the said centerline, said parallel line shown as being the proposed southerly right-of-way line of Alton Parkway on said Record of Survey, said intersection also being the TRUE POINT OF BEGINNING; thence continuing South 12°08'22" East, 0.17 feet to the beginning of a non-tangent curve, concave southerly and having a radius of 15.00 feet, a radial line to said curve at said beginning bears North 12°08'22" West; thence Westerly 2.08 feet along said curve through a central angle of 07°56'36"; thence South 69°55'02" West, 16.01 feet to the beginning of a curve, concave northerly and having a radius of 15.00 feet; thence Westerly 2.08 feet along said curve through a central angle of 07°56′36" to a line parallel with and 62.67 feet southerly of said centerline; thence South 77°51′38" West, 36.00 feet along said parallel line to the beginning of a curve, concave northerly and having a radius of 15.00 feet; thence Westerly 2.08 feet along said curve through a central angle of 07°56'36"; thence South 85°48'13" West, 16.01 feet to the beginning of a curve, concave southerly and having a radius of 15.00 feet, thence Westerly 2.08 feet along said curve through a central angle of

07°56′36″; thence North 12°08′22″ West, 0.17 feet to said proposed right-of-way line; thence North 77°51′38″ East, 76.00 feet along said 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 I Rivera

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Date: Mar 12, 2014





