

() 90-036488 ()

1 Recorded at request of, and return to:

2 County of Orange
3 General Services Agency
4 Real Estate Division
5 P.O. Box 4106
6 Santa Ana, California 92702

\$13.00
C12

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-1 50 PM JAN 22 '90

Lia A. French RECORDER

7 Project No: F09
8 Project: Barranca Channel
9 Parcel No. 151

11 EASEMENT DEED

13 FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

16 does hereby GRANT to

18 MARRIOTT CORPORATION, a Delaware corporation,
hereinafter referred to as "GRANTEE"

20 an appurtenant, non-exclusive easement for access purposes to serve GRANTEE's
21 adjoining property upon the land in the City of Irvine, County of Orange, State of
California, described on page 4, hereof.

22 I HEREBY DECLARE THE DOCUMENTARY TRANSFER
TAX IS \$ 22.00
23 THE TAX IS:

24 COMPUTED ON FULL VALUE OF PROPERTY
CONVEYED, OR,
25 COMPUTED ON FULL VALUE, LESS LIENS
AND ENCUMBRANCES REMAINING AT TIME
OF SALE.

26 *[Signature]*
SIGNATURE OF DECLARANT OR AGENT - FIRM NAME

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28 2383-1
9-21-89

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1 By acceptance of this deed, GRANTEE agrees that this grant is subject to the
2 following express limitations.

3 1. This easement shall be subordinate absolutely to DISTRICT's right to use the
4 land for flood control and related purposes.

5 2. No structure shall be constructed or earth fill shall be placed within the
6 easement until the plans for such structure or fill shall have first been approved
7 in writing by the Director of Environmental Management Agency for the County of
8 Orange (hereinafter referred to as "DIRECTOR") and a permit for construction shall
9 have been issued by DISTRICT. DISTRICT agrees that such plans shall be approved or
10 disapproved within a reasonable time following receipt thereof and that approval
11 will not be withheld without good cause. GRANTEE will hold DISTRICT harmless from
12 any and all loss or claims for damage resulting from the inadequacy of the design of
13 any structure constructed or fill placed within the easement by GRANTEE.

14 3. All structures constructed or fill placed within the easement by GRANTEE
15 shall be operated and maintained at no cost to DISTRICT. GRANTEE shall maintain
16 such structures and fill in a good state of repair.

17 4. Any bridge or culvert constructed by GRANTEE within the easement shall be
18 designed for HS20-44 highway loading and earthcover fill.

19 5. GRANTEE shall hold DISTRICT harmless from any and all loss or claim for
20 damage and cost of storm drain repair caused by failure for any reason of any
21 structure constructed by GRANTEE in the easement area. GRANTEE further agrees to
22 reimburse DISTRICT for the cost, including administrative costs, of storm drain
23 repair if such should be required because of such failure.

24 6. GRANTEE agrees to hold DISTRICT harmless from any and all loss or claim for
25 damage from loss of business or damage to installations within the easement area or
26 on GRANTEE's adjoining land resulting from the construction, operation, maintenance,
27 repair, reconstruction, replacement, or enlargement of the DISTRICT's flood control
28 facilities, or from damage caused by flood, or overflow conditions.

7. GRANTEE shall hold DISTRICT, its agents, officers and employees harmless
from any and all penalties, liabilities, or losses resulting from any and all losses
or claims arising directly or indirectly out of any damage or injury to persons or
property by reason of the action of omissions of the GRANTEE in exercising any of
the privileges herein granted or in consequence thereof.

8. In the event DISTRICT finds it necessary at any time to enter upon and
disturb the surface or subsurface of the easement area in order to construct,
operate, maintain, repair, reconstruct, replace, or enlarge the flood control
facility, DISTRICT's only responsibility shall be to restore any section of
DISTRICT's flood control facility affected to the same or greater specifications as
originally constructed and to backfill with compacted earth to the grade of the
surrounding property following completion of DISTRICT's activity. The
responsibility for restoration of any structure and/or fill constructed or placed by
GRANTEE within the easement shall be that of GRANTEE.

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1 9. Except in an emergency, DISTRICT shall not do work within the easement which
2 will adversely affect or disturb the structures constructed or fill placed by
3 GRANTEE without giving GRANTEE 60 days or more prior written notice specifying the
4 date to be performed by DISTRICT. DISTRICT further agrees to use its best efforts
5 to minimize any inconvenience to GRANTEE or GRANTEE's adjoining property and to
6 minimize the period of time that the structures and/or fill constructed or placed by
7 GRANTEE in the easement area will be adversely affected or disturbed.

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

12 11. No public utility or cable television facilities shall be installed within
13 the easement area by GRANTEE without prior written approval of DIRECTOR as to the
14 method and scheduling of such installation and the issuance by DIRECTOR of a Public
15 Property Permit.

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Dated 10-10-89

ORANGE COUNTY FLOOD CONTROL DISTRICT

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

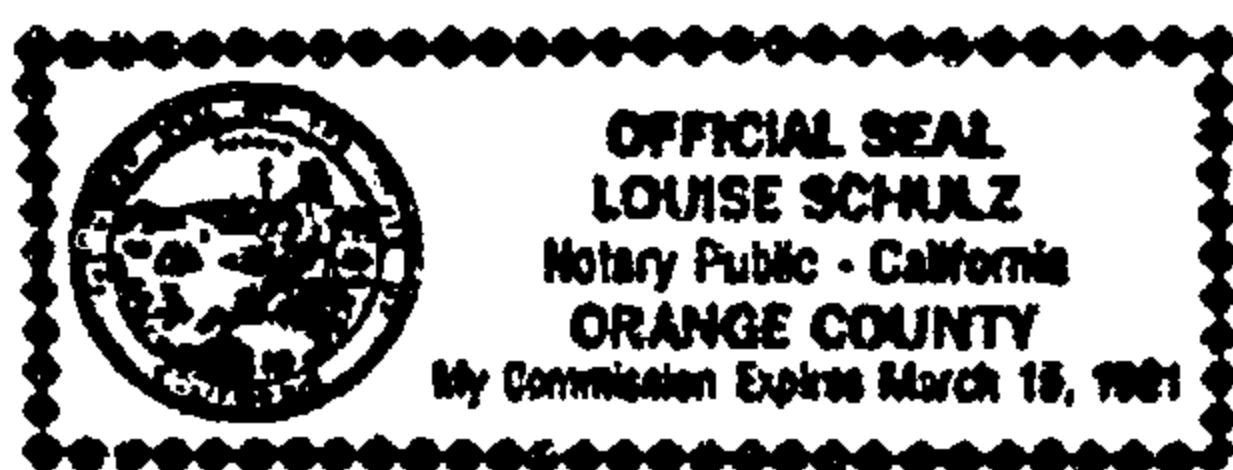
By Thomas F. Riley
Chairman, Board of Supervisors

Linda D. Ruth
LINDA D. RUTH
Clerk of the Board of Supervisors
of Orange County, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 10th day of October in the year 1989, before me,
Louise Schulz, personally appeared Linda D. Ruth, personally
known to me (or proved to me on the basis of satisfactory evidence) to be Clerk of
the Board of Supervisors of the County of Orange, said board acting as the governing
board of the Orange County Flood Control District, and known to me (or proved to me
on the basis of satisfactory evidence) to be the person who executed the within
instrument on behalf of the Orange County Flood Control District pursuant to
Government Code Section 25103, and acknowledged to me that such political
subdivision executed the same by use of an authorized facsimile signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and
year in this certificate first above written.



Louise Schulz

APPROVALS

Approved as to form by County Counsel:	
By <u>Gatley Paul</u> Date <u>9/11/89</u>	
Description Compared to EMA-approved Description:	
By <u>Allen G. Rank</u> Date <u>9/12/89</u>	

Date: July 17, 1989

DESCRIPTION

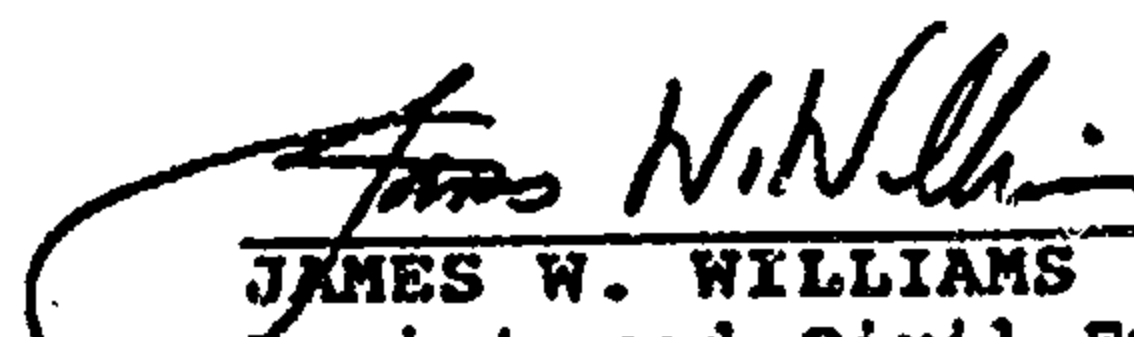
**JAMBOREE ROAD
(Widening over Barranca Channel)
Parcel No. 151**

That portion of Lot 129 in Block 48 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in book 1, page 88 of Miscellaneous Maps in the office of the County Recorder of said county, included within the land described in Parcel No. 102 of a deed to the Orange County Flood Control District, recorded August 5, 1970 in book 9366, page 988 of Official Records in the office of said County Recorder, described as follows:

Beginning at the intersection of the northeasterly line of said Parcel No. 102, with a line that is parallel with and 60.00 feet northwesterly from the center line of Jamboree Boulevard (now Jamboree Road) as shown on a map of Parcel Map No. 84-630 recorded in book 209, pages 15 through 19 of Parcel Maps in the office of said County Recorder; thence S.40°38'45"W., 90.00 feet along said parallel line to the southwesterly line of said Parcel No. 102; thence N.49°21'31"W., 27.14 feet along said southwesterly line; thence leaving said southwesterly line N.38°24'52"E., 2.02 feet to a point on a non-tangent curve, concave northerly and having a radius of 20.00 feet, a radial line of said curve to said point bears S.38°24'52"W.; thence Easterly 22.83 feet along said curve through a central angle of 65°25'01" to a line that is parallel with and 69.50 feet northwesterly from said center line; thence non-tangent to said curve N.40°38'45"E., 75.60 feet along said parallel line to said northeasterly line; thence S.49°21'31"E., 9.50 feet along said northeasterly line to the Point of Beginning.

APPROVED:


HAROLD I. SCOTT
Right-of-Way Engineer


JAMES W. WILLIAMS
Registered Civil Engineer
Certificate No. 13154
Expiration Date: Mar. 31, 1992