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This is to certify that this document is presented for  
record by GSA-Real Estate Division under Gov. Code  
Sec. 6103.

By Ann Kuerth EIC  
Documentary Transfer Tax \$ Exempt  
(Computed on full value  
of property conveyed)

By Ann Kuerth EIC

86-160013

Recorded at the request of  
TRANSAMERICA TITLE CO.

8:00 APR 23 1986  
A.M.

Official Records  
Orange County, California

Lee A Branch Recorder

EXEMPT  
C14

Recorded at request of, and return to:  
County of Orange  
General Services Agency  
Real Estate Division  
P. O. Box 4106  
Santa Ana, California 92702  
A. Kuerth

AP No. 094-312-01

Project No. F07P14  
Project: Crawford Canyon  
Storm Drain

Parcel No. 102.01

EASEMENT DEED

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

RAYMOND D. PAVEL and DAISY B. PAVEL,  
husband and wife,

do hereby GRANT to the COUNTY OF ORANGE, a perpetual easement and right of way for an  
underground storm drain to be used for Flood Control and Water Conservation purposes in,  
on and over the real property in the County of Orange, State of California, described as:

Parcel 102.01, described on Page 3 attached  
hereto and by reference made a part hereof.

The County shall construct an underground storm drain within the easement area above  
described. Construction shall be sufficient to support an HS20-44 highway loading  
and eight (8) feet of earth fill.

Grantors reserve all rights compatible with and not prejudicial to the integrity of  
the County's facility. The rights reserved herein are subject to the following  
express limitations:

1. No buildings permanent structures or additional earth fill will be permitted  
within the easement area. In addition, no block walls creating a water barrier  
across the easement area will be permitted.

JM:alj:nb  
185-2-1(6)  
11-21-85

TA 80/011 JP

2. No construction shall be commenced within the easement area until the plans for such construction have first been approved in writing by the Director of County's Environmental Management Agency. The County agrees that such plans shall be approved or disapproved within a reasonable time following receipt thereof, and that approval will not be withheld without good cause.

3. Any improvements which may be allowed shall be operated and maintained at no cost to County.

4. Grantors agree to hold County harmless from claims for damages and cost of storm drain repair caused by Grantors' overloading of said storm drain and shall reimburse County for the costs of said storm drain repair.

5. Grantors agree to hold County harmless from any claims for damage to Grantors' installations on said easement area resulting from the operation, maintenance, repair, reconstruction, replacement or enlargement of the flood control facility constructed on said land, or from damage caused by flood or overflow conditions.

6. In the event County finds it necessary in the future to enter on and disturb the surface or subsurface of the above-described land in order to maintain, repair, reconstruct or enlarge the flood control facility, County's only responsibility shall be to restore any section of the flood control facility affected to the same load specifications as originally constructed and to backfill with compacted earth to the grade of the surrounding property following completion of County's activity. The responsibility for restoration of Grantors' affected improvements within the disturbed area shall be that of Grantors.

7. Except in an emergency, found to exist by the Director of County's Environmental Management Agency, if the County intends to disturb the surface of the easement area, then County shall give Grantors not less than 60 days prior written notice specifying the date of such entry, the duration thereof and the nature of the work to be performed by County. County further agrees to use its best efforts to minimize any inconvenience to Grantors or Grantors' adjoining property and to minimize the period of time that the surface of the easement area will be disturbed.

8. Grantors, their successors or assigns agree to save County, its officers, agents and employees harmless from any and all penalties, liabilities or losses resulting from claims or court actions arising directly or indirectly out of any injury to persons or damage to property by reason of the acts or omissions, intentional or otherwise, of the Grantors, their agents, employees or independent contractors employed by Grantors in exercising any of the privileges herein reserved or in consequence thereof.

9. 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.

86-160013

FACILITY: Crawford Canyon Storm Drain

DATE: 4-17-84

ESTATE: Easement

WRITTEN: R.C.C.

CHECKED: E.L.H.

FACILITY NO.: F07P14

PARCEL NO. 102.01:

A strip of land, 20.00 feet wide, in Lot 14 of El Modena Citrus Lands, in the county of Orange, state of California, per map recorded in book 6, page 32 of Miscellaneous Maps in the office of the County Recorder of said county, the westerly and southwesterly line of said strip being described as follows:

Beginning at the intersection of the easterly prolongation of the northerly line of the land shown as Parcel 1 on the map recorded in book 65, page 39 of Parcel Maps in the office of said County Recorder with a line that is parallel with and 30.00 feet westerly of the center line of Crawford Canyon Road, as said intersection is shown on said Parcel Map; thence N.  $0^{\circ}14'46''$  E., 149.49 feet along said parallel line to the beginning of a tangent curve concave westerly and having a radius of 40.00 feet; thence northerly 25.12 feet along said curve through a central angle of  $35^{\circ}58'41''$ ; thence tangent to said curve N.  $35^{\circ}43'55''$  W., 161.32 feet to a point on the northerly line of said Lot 14, said point being westerly 132.41 feet along said northerly line from the center line of said Crawford Canyon Road.

EXCEPT that portion thereof included within Crawford Canyon Road, 60.00 feet wide, shown on said map of El Modena Citrus Lands as an unnamed street adjoining said Lot 14 on the east.

APPROVED:

*Harold I. Scott*

HAROLD I. SCOTT

Right of Way Engineer

*Joe M. Natsuhara*

JOE M. NATSUHARA

Registered Civil Engineer

Certificate No. 12550

86-160013

Grantors for themselves, their heirs, successors and assigns, do hereby release grantee, its officers, employees and agents, from any and all liability arising out of the use of said land for the purposes stated or implied herein.

DATED: Feb 11, 1986

Raymond D. Pavel  
RAYMOND D. PAVEL

Signed in the presence of:

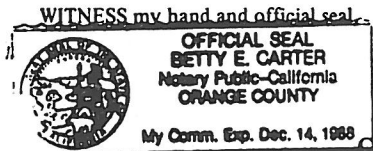
Daisy B. Pavel  
DAISY B. PAVEL

Subscribing Witness

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF Orange: ss.  
On 2-11-86, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Raymond D. Pavel and Daisy B. Pavel

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name are subscribed to the within Instrument, and acknowledged that they executed the same.



Betty E. Carter

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the County of Orange, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Orange, pursuant to authority conferred by resolution of the said Board of Supervisors adopted on November 4, 1975, and the grantee consents to recordation thereof by its duly authorized officer.

Dated April 21, 1986

By John H. Shaddy

### APPROVALS

|  |  |
|--|--|
| <p>Approved as to Form<br/>County Counsel</p> <p>By <u>[Signature]</u> Date <u>2-21-86</u></p> |  |
| <p>Description Compared and contents reviewed</p> <p>By <u>H. SCOTT</u></p>                    |  |

• F0270-550 (RE) (12/82)

A7-3.3  
A7-3.4  
A7-3.5



## SUBSCRIBING WITNESS ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_: ss.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says: That \_\_\_\_\_ resides in \_\_\_\_\_ County, and that \_\_\_\_\_ was present and saw

\_\_\_\_\_ personally known to \_\_\_\_\_ to be the same person \_\_\_\_\_ described in and whose name \_\_\_\_\_ subscribed to the within and annexed Instrument as \_\_\_\_\_ thereto, execute and deliver the same, and \_\_\_\_\_ acknowledged to said affiant that \_\_\_\_\_ executed the same; and that said affiant subscribed \_\_\_\_\_ name thereto as a Witness.

WITNESS my hand and official seal.

## CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_ Secretary of the Corporation that executed the within Instrument and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

## PARTNERSHIP ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the partner(s) of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.