

F3  
Paularino Channel

F03-1

PCL-201.1

OR. 3945-544

80219

DEPARTMENT OF THE AIR FORCE  
EASEMENT FOR RIGHT OF WAY  
ON AIR FORCE ROCKET ENGINE FACILITY  
SANTA ANA, CALIFORNIA

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668, having determined that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body politic and corporate, of the County of Orange, State of California, hereinafter designated as the grantee, an easement for a right-of-way for construction, operation and maintenance of a drainage channel over, across, in and upon land of the United States described as follows:

A strip of land situate in the County of Orange, State of California, being the South 10 feet of Lot 13 in Block A of the Berry Tract, as shown on map recorded in Book 9, page 6 of Miscellaneous records of Los Angeles County, California, and being portions of Lots 8 and 9 of Berry Rancho, as shown on a map recorded in Book 9, page 7 of Miscellaneous records of said Los Angeles County, described as a whole as follows:

Beginning at the Northeast corner of said Lot 9 of the Berry Rancho; thence along the North line of said lot, North  $88^{\circ} 59' 49''$  West 2648.71 feet to the Northeast corner of said Lot 8; thence North  $88^{\circ} 54' 19''$  West 528.00 feet, more or less, to the Southeast corner of said Lot 13 of the Berry Tract; thence North  $0^{\circ} 59' 03''$  East 10.00 feet, or more, to the North line of said South 10 feet of Lot 13; thence North  $88^{\circ} 54' 19''$  West 264 feet, more or less, to the West line of Lot 13; thence South  $0^{\circ} 57' 05''$  West 10.00 feet or more to the Southwest corner of said lot; thence along the North line of said Lot 8, North  $88^{\circ} 54' 19''$  West 1782 feet, more or less, to the East line of that County road known as and called Santa Ana Road; thence Southerly along said East line to a line parallel with said North line of Lot 8 and distant Southerly therefrom 50 feet, measured at right angles; thence Easterly along said parallel line and along the South line of the North 50 feet of said Lot 9 to a line parallel with the East line of Lot 9 and distant Westerly therefrom 220 feet, measured at right angles; thence along last said parallel line South  $1^{\circ} 00' 11''$  West 5.00 feet to the beginning of a curve concave Southwesterly having a radius of 160.00 feet; thence Southeasterly along said curve from a tangent bearing South  $88^{\circ} 59' 49''$  East through a central angle of  $90^{\circ}$ , an arc length of 251.33 feet; thence tangent to said curve South  $1^{\circ} 00' 11''$  West 430.16 feet to the beginning of a tangent curve concave Northeasterly having a radius of 340 feet; thence Southerly along said curve through a central angle of  $34^{\circ} 33' 37''$  an arc length of 205.08 feet to a point on said East line of Lot 9, distant thereon South  $1^{\circ} 00' 11''$  West 838.03 feet from the point of beginning; thence North  $1^{\circ} 00' 11''$  East 838.03 feet to the point of beginning.

Containing 7.10 acres, more or less.

THIS EASEMENT is granted subject to the following conditions:

1. That the construction and/or operation and maintenance of said channel shall be accomplished without cost or expense to the United States,

under the general supervision and subject to the approval of the officer of the United States Government having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

2. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

3. That the grantee shall supervise the said channel and cause it to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the construction of said channel and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

4. That any property of the United States damaged or destroyed by the grantee, incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

5. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said channel.

8. That this easement may be terminated by the Secretary of the military department having jurisdiction and control over the property upon reasonable notice to the grantee for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a two-year period, or for abandonment of the rights herein granted.

9. That in the event of termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the military department having jurisdiction and control over the property may indicate, restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to restore the premises, the United States shall have the option either to take over the said channel as the property of the United States, without compensation therefor, or to perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said channel or on account of its removal.

10. That the conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the grantee, and of the grantor.

11. That this easement is effective only insofar as the rights of the United States in the property involved are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

12. That the grantee shall, without cost or expense to the United States, construct and maintain a two-lane bridge at the north entrance road from Baker Street to the Government property where the channel crosses the entrance road. The bridge design shall be in conformity with AASHTO 1953 specifications for the E20 or E20-S16 loadings, whichever gives the greater design load.

13. That in the event a maintenance road is constructed the surface of said road shall not be higher than 12 inches above the underlying land surface.

14. That no excavated material, except that required in construction of a maintenance road, shall be deposited on Government property.

15. That the grantee shall, without cost or expense to the United States, construct and maintain a man-proof fence on the southerly right of way line across the said premises.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Department of the Air Force this 8<sup>th</sup> day of April 1957.

  
*Dudley G. Sharp*  
DUDLEY G. SHARP  
Assistant Secretary of the Air Force

APPROVED AS TO FORM  
JOE L. E. OGLE, COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By *Henry F. Holden*  
ASSISTANT

COMMONWEALTH OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss

On this 8th day of April, in the year 1957, before me Karl J. Bilek, a Notary Public in and for the County of Arlington, Commonwealth of Virginia, residing therein, duly commissioned and sworn, personally appeared Dudley C. Sharp, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he signed the same as the free and voluntary act and deed of the United States of America, for the uses and purposes therein mentioned.

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

Karl J. Bilek  
Notary Public  
Arlington County, Virginia

(SEAL)

My Commission Expires:

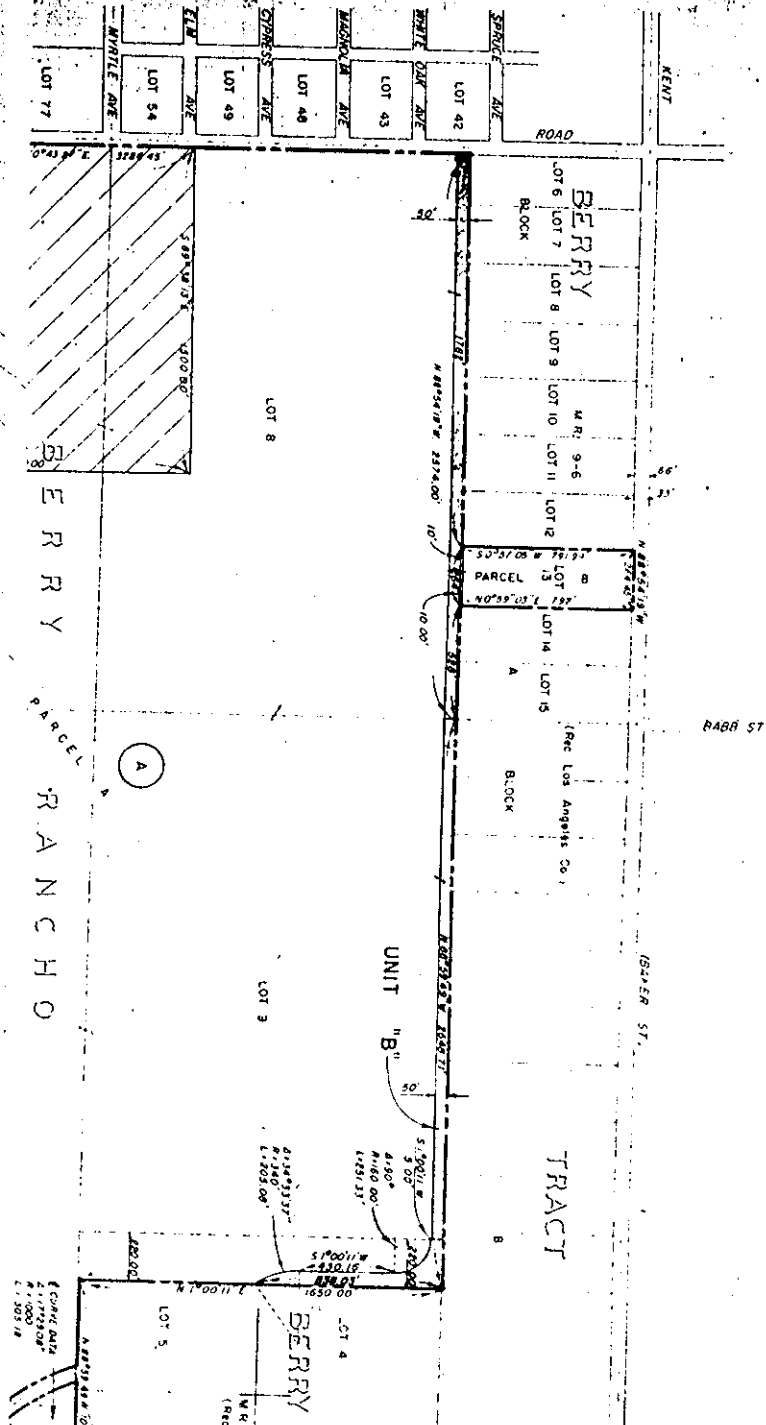
Sept 18 1960

This easement is not subject to Title 10, United States Code, Section 2662.

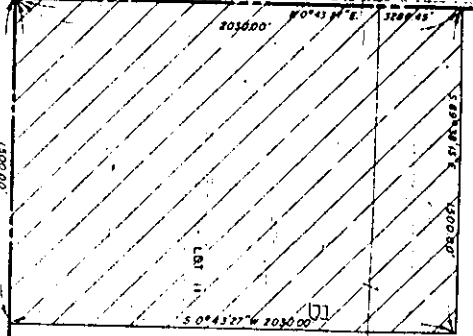
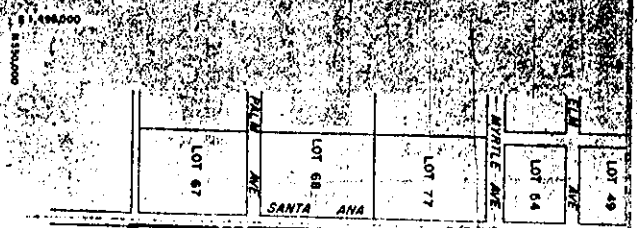
RECORDED AT REQUEST OF  
CO. OF ORANGE  
RIGHT-OF-WAY DIV.  
BOOK 3945 PAGE 544  
JUN 18 1957  
AT 10:00 MIN. PAST 1  
OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
C. L. McFarland  
COUNTY RECORDER

850-42

MYRTLE AVE.



MIN 3945 PAR 549

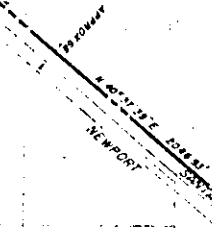


ERRY  
RANCH  
PARCEL A  
(Rec Los Angeles Co)

LOT 12

A

LOT 5



69.90 ACRES TO GENERAL SERVICE ADMINISTRATION BY REPORT  
OF EXCESS (STANDARD FORM 118, NO. LA-20) ON 27 JANUARY 1956.

# TRACT REGISTER OF ACQUISITION AFTER 1 JULY 1940

TRACT NO.	LAND OWNER	ACREAGE	REMARKS
40866	GENERAL SERVICES ADMINISTRATION	40866	Letter Transfer dated 7-14-54 effective 7-19-54

N



S R S M

Box 17, Bay 105  
Civil Coordinate System  
Zone 6  
Range 20, Serial 9477

000'00"00"00" N 555.000

AVE

PL 100

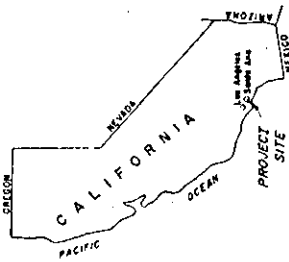
LOT 3 LOT 2 LOT 1

TRACT

30-74  
Los Angeles Co

LOT 6

APPROX 66' 10" 10'



STATE INDEX



OUTGRANT

## PROJECT MAP

AGENCY: DEPARTMENT OF THE AIR FORCE

STATE: CALIFORNIA

COUNTY: ORANGE

DIVISION: SOUTH PACIFIC

DISTRICT: LOS ANGELES

ARMY AREA: SIXTH

## LOCATION OF PROJECT

5 MILES S.W. OF SANTA ANA

MILES OF

## TRANSPORTATION FACILITIES

RAILROADS: PAC. ELEC. - AT B. S.F.

STATE ROADS: 55

FEDERAL ROADS: IOL & IOLA

AIR LINES

## ACQUISITION

TOTAL ACRES ACQUIRED

ACRES FEE

ACRES TRANSFERRED

ACRES LEASED

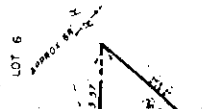
ACRES LESSER INTERESTS

## DISPOSAL

TOTAL ACRES DISPOSED OF: 7.00

ACRES SOLD

Los Angeles Co.)

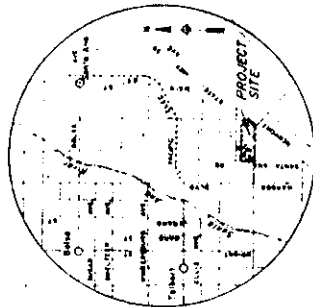


PALISADES ROAD

NOTE: The boundary of this installation was compiled from deed descriptions, surveys by Corps of Engineers, and records of Los Angeles and Orange Counties.

LEGEND  
PROJECT BOUNDARY  
SUBJECT PROPERTY

NOTE: The base of this map is a reproduction of Final Project Drawing 450-FP-1



VICINITY MAP  
SCALE IN MILES

ACRES LESSER INTERESTS

## DISPOSAL

TOTAL ACRES DISPOSED OF 7103

ACRES SOLD

ACRES TRANSFERRED

ACRES LEASES TERMINATED

ACRES LESS. INT'S TERMINATED

ACRES REASSIGNED

ACRES TO G. S. A.

## LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW, MAP SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL MANUAL NO. 83

RESERVATION LINE

RESERVATION LINE (Approved Survey)

TRACT BOUNDARY LINE

TRACT NUMBER

AVIGATION EASEMENT

CONTOUR LINE

DISPOSAL

### ACQUISITION AUTHORIZATION

RE-03844 4516 15 Mar 1954

## SEGMENT "A"

DEPARTMENT OF THE ARMY  
OFFICE OF THE LOS ANGELES DISTRICT ENGINEER  
SOUTH PACIFIC DIVISION

DRAWN BY H. L. M. M. M.

TRACED BY H. L. M.

CHECKED BY L. S.

SUBMITTED BY

RECOMMENDED BY

APPROVED BY

DATE

SCALE

UNIT

OFFICE

CHIEF OF ENGINEERS

WASHINGTON 25 D. C.

INSTALLATION OF PROJECT NO.

BY

REVISIONS

DATE

8013845 PAGE 551

REAL ESTATE

AIR FORCE ROCKET ENGINE FACILITY

OUTGRANT TO

ORANGE CO. FLOOD CONTROL DISTRICT

UNIT B

MILITARY RESERVATION

DATE 1 DEC 1956

SCALE 1 IN. = 400 FT.

400

SHEET 1 OF 1

DRAWING NO. 560-K-3

AUDITED

3454

FILE



**FILED**

JUN 11 1957

L. B. WALLACE, County Clerk

Deputy

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY FLOOD CONTROL DISTRICT OF  
ORANGE COUNTY, CALIFORNIA

June 11, 1957

On motion of Supervisor Kaiser, duly seconded and carried, the following Resolution was adopted:

BE IT RESOLVED that Easement for Right of Way for Paularino Channel, dated April 8, 1957, from the Department of the Air Force, Grantor, to the Orange County Flood Control District be and the same is hereby accepted and ordered recorded.

AYES: SUPERVISORS HEINZ KAISER, C. M. FEATHERLY, WM. H. HIRSTEIN  
AND WILLIS H. WARNER

NOES: SUPERVISORS NONE

ABSENT: SUPERVISORS WILLIAM J. PHILLIPS

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

I, L. B. WALLACE, County Clerk and ex-officio Clerk of the Board of Supervisors of the Orange County Flood Control District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 11th day of June, 1957, and passed by a unanimous vote of said Board members present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of June, 1957.

L. B. WALLACE  
County Clerk and ex-officio Clerk of  
the Board of Supervisors of the Orange  
County Flood Control District of Orange  
County, California

By Harold L. Leonard  
Deputy

F3  
Paularino Channel