

EXEMPT RECORDING REQUEST PER
GOVERNMENT CODE 6103

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GOVERNMENT CODE 6103

WHEN RECORDED MAIL TO:

City of Newport Beach
3300 Newport Boulevard, P.O. Box 1768
Newport Beach, CA 92658-8915

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY CALIFORNIA

-1 00 PM NOV 4 '86

Lee A. Branch COUNTY
RECORDER

EXEMPT.
C1

NO CONSIDERATION

(This Space for Recorder's Use only)

GRANT OF EASEMENT

The Undersigned Grantor(s) Declare(s)

Documentary Transfer Tax \$ _____
 _____ Computed on the Consideration
 or Value of Property Conveyed
 or
 _____ Computed on the Consideration
 or Value Less Liens and En-
 cumbrances Remaining at Time
 of Sale.

Assessor's Parcel No. _____

AGREEMENT FOR DEDICATION

AND

GRANT OF EASEMENT

THIS AGREEMENT is made and entered into this 27th day
 of October, 1986, by and between the CITY OF NEWPORT BEACH, a
 municipal corporation (hereinafter designated as the "CITY",) and
 THE IRVINE COMPANY, a Michigan corporation (hereinafter designated
 as the "COMPANY") with reference to the following facts:

A. The City Council of the City of Newport Beach on
 December 17, 1973, adopted a Master Plan of Bikeways, a component of
 the Recreation and Open Space Element of the Newport Beach General
 Plan.

B. Said system includes a proposed Upper Newport Bay
 trail which is an important trail link and which connects University
 Drive on the west side of the bay to the San Diego Creek trail on
 the east side of the bay.

C. The CITY proposes to construct said trail on an
 alignment which crosses over properties owned by the COMPANY, and
 the CITY requires a Grant of Easement to construct, maintain and
 operate said trail.

D. The CITY and COMPANY wish to more specifically define
 the conditions under which this Grant of Easement shall be granted
 to the CITY.

NOW, THEREFORE, be it resolved that for and in considera-
 tion of the foregoing, the mutual promises and agreements contained
 herein, and other valuable consideration, the receipt and adequacy
 of which is hereby acknowledged, the parties hereto do agree as
 follows:

1. Grant of Easement. COMPANY hereby grants to the
 CITY, its agents, employees and assigns a nonexclusive easement over
 and across that certain real property located between Irvine Avenue
 and Jamboree Road northeasterly of the boundaries of the Upper
 Newport Bay Ecological Preserve, as more particularly described on
 Exhibit "A" and depicted on Exhibit "B" both of which are attached
 hereto and which are, by this reference, made a part hereof (herein-
 after the "Easement"). Said Easement shall be for the sole purpose
 of constructing, maintaining and operating, for the benefit of the

public a trail for bicycle and equestrian ingress and egress and for the maintenance of adjacent real property which is owned by the COMPANY as described in Paragraph 3, below, and shown on Exhibit "B" and for no other purpose.

2. Subject to: It is mutually agreed that this Grant of Easement shall be subject to:

(a) Any covenants, conditions, encumbrances, restrictions, reservations, claims, easements and rights of way apparent or of record or of which City has knowledge.

(b) The requirement that any and all plans and specifications covering improvements to be installed or constructed within the Easement shall be submitted to the COMPANY for its review and approval prior to installation or construction.

(c) A one-time relocation of improvements within the Easement installed or constructed by the CITY at the request of the COMPANY upon a determination by the COMPANY that said Easement and any improvements thereon interfere with the future development of the COMPANY's property whether within or adjacent to the Easement, provided that the COMPANY upon such relocation shall grant to the CITY a like and similar Easement on the same terms and conditions herein stated, contiguous with the easements across the adjacent properties to allow for trail continuity thereacross without any cost to CITY; and furthermore, that the COMPANY, its successors or assigns shall perform or cause to be performed the physical relocation of all trail improvements placed upon the Easement at no cost to CITY.

3. Maintenance: CITY shall maintain, repair, replace and restore the Easement and all improvements constructed thereon including, but not limited to, any drainage facility located either in the Easement or in adjacent real property owned by the COMPANY which serves the Easement. The CITY shall also maintain the real property owned by the COMPANY which lies adjacent to and between the Easement and the boundary of the State of California Upper Newport Bay property which is shown on Exhibit "B."

4. Indemnification: COMPANY shall not be liable for any claim, cost, loss, damage, injury or death of any kind or character to any person or property (including attorneys' fees) to the extent caused by or arising from any act or omission of CITY or any of its agents, assigns, or employees pursuant to this Agreement. CITY shall not be liable for any claim, cost, loss, damage, injury or death of any kind or character to any person or property (including attorneys' fees) to the extent caused by or arising from any act or omission of COMPANY or any of its agents, assigns or employees pursuant to this Agreement.

The CITY as a material part of consideration for this Agreement, hereby agrees to indemnify and hold the COMPANY, its officers, directors, employees, agents and representatives, free and harmless from any and all liability for any such claim, cost, loss, damage, injury or death (including attorneys' fees) to the extent caused by or arising out of (a) the use of the Easement by CITY or the public and (b) the trespass by any person from the Easement onto any portion of that real property adjacent to the Easement which is owned by the COMPANY and which is identified on Exhibit "B" as Irvine Co. property to be afforded indemnification coverage. COMPANY, as a material part of the consideration for this Agreement, hereby agrees to indemnify and hold the CITY, its officers, directors, employees, agents and representatives free and harmless from all liability for any such claim, loss, damage or injury or death (including attorneys' fees) to the extent caused by or arising out of any act or omission of the COMPANY or any of its agents, assigns or employees pursuant to this Agreement.

5. Insurance: As the CITY self insures for its liability exposure, the CITY shall at all times maintain sufficient funds available to provide the same amounts, coverage, protection, and payments by way of self insurance as would be provided if the CITY were to obtain insurance as set forth below.

(a) Comprehensive general liability in the amount not less than \$1,000,000.00 combined single limit bodily injury and property damage liability per occurrence, for the operations of the CITY under this Easement.

(b) This liability insurance shall include automobile liability, personal injury, contractual liability and, depending on the purpose for which the property is used, products/completed operations, broad form property damage and independent contractors liability.

(c) Worker's compensation coverage as required by law, together with employer's liability coverage and waiver of all rights of subrogation against the Company.

If the City subcontracts or assigns any portion of the work of construction or installation improvements or maintenance under this Agreement each such subcontractor or assign shall be required by the City to purchase and maintain insurance coverage of the types of and amounts listed above.

In the use of a subcontractor or assignee by the CITY, each policy of insurance required above shall (i) name the COMPANY as an additional insured and state that the policy or policies shall be primary and that any insurance carried by COMPANY shall be noncontributing, and (ii) provide for thirty (30) days' prior written notice to the COMPANY in the event of any cancellation or in the event of any reduction in coverage or amount requested by such subcontractor or assignee of the CITY.

Sufficient evidence of self insurance and, if applicable, insurance shall be provided to and approved by the COMPANY no later than the execution of this Agreement (in the case of the CITY) or the entry upon the Easement and any adjacent real property subject to this Agreement (in the case of a subcontractor or assignee).

6. Mechanics Lien: CITY shall not suffer or permit to be enforced against the Easement, or any part thereof, any mechanics', material-men's, contractors' or subcontractors' liens arising from or any claim for damage growing out of the work authorized by this Agreement. The CITY shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against said lien, and CITY agrees to indemnify and hold COMPANY and said Easement free and harmless from all liability for any and all such liens, claims and demands, together with reasonable attorney's fees and all costs and expenses in connection therewith.

7. Attorney's Fees: It is mutually agreed that in the event any legal action is instituted by any party hereto for the purpose of enforcing or interpreting the terms or provisions of this Agreement arising under or relating to this Agreement, the prevailing party in such action shall be entitled to its reasonable attorneys' fees, costs and expenses in such amount as the court may adjudge to be reasonable costs of litigation.

8. Successors in Interest: The Easement, including all of the terms and conditions of this Agreement, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors in interest, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE IRVINE COMPANY, a Michigan corporation

BY: *William H. McFarland*

William H. McFarland
Executive Vice President

BY: *Tom Sakai*

Tom Sakai
Assistant Secretary

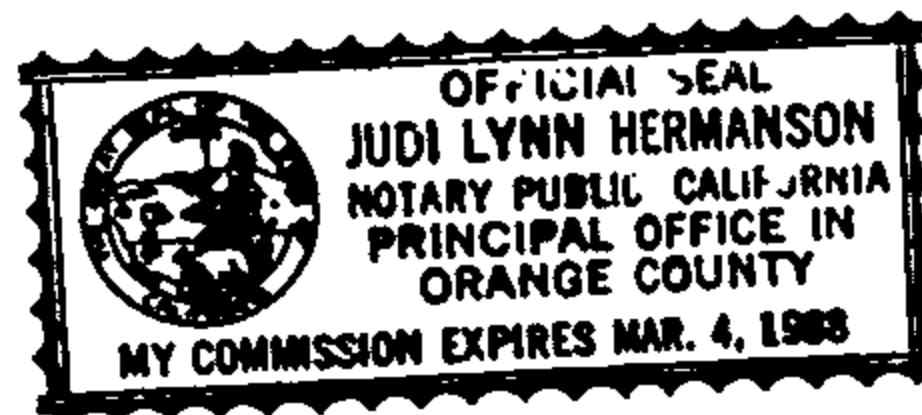


STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On this 13TH day of August, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. McFarland and Tom Sakai, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Executive Vice President and Assistant Secretary, respectively, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



Judi Lynn Hermanson
Notary Public in and for said State
Judi Lynn Hermanson

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE IRVINE COMPANY, a Michigan corporation

BY: 

William H. McFarland
Executive Vice President

BY: 

Tom Sakai
Assistant Secretary

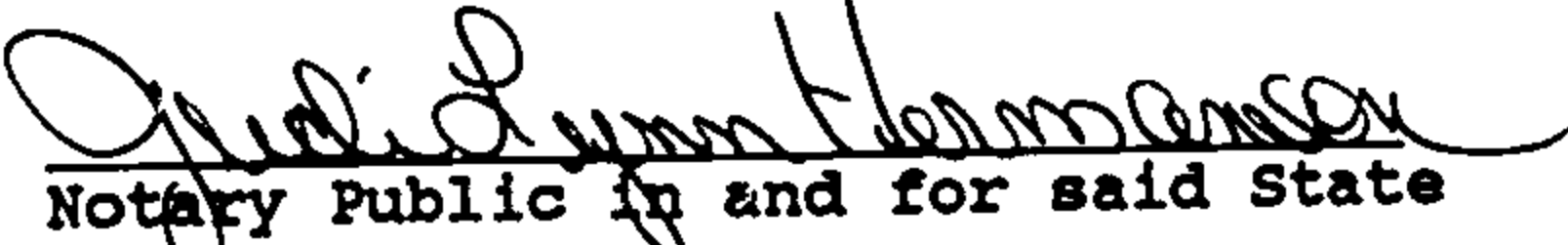
STATE OF CALIFORNIA)

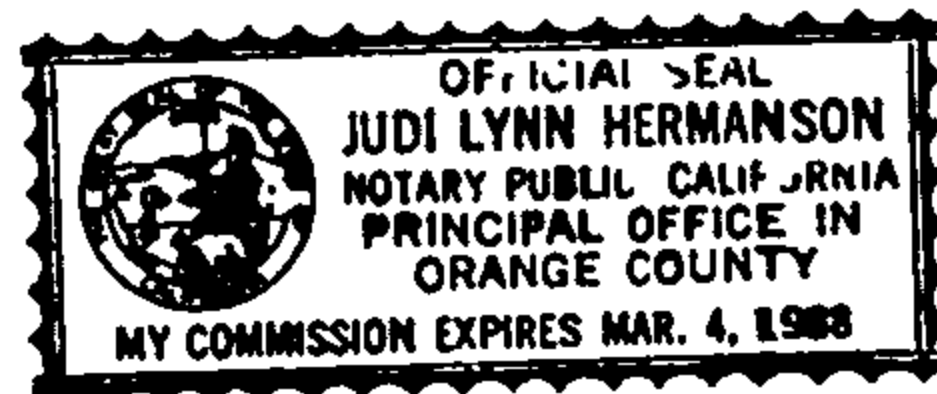
COUNTY OF ORANGE)



On this 13TH day of August, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. McFarland and Tom Sakai, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Executive Vice President and Assistant Secretary, respectively, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.


Notary Public in and for said State
Judi Lynn Hermanson



This is to certify that the interest in real property conveyed by the deed or grant date October 29, 1986 from The Irvine Company, a Michigan corporation, to the City of Newport Beach, a municipal corporation, is hereby accepted by the Mayor and City Clerk on the 29th day of October, 1986, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: October 29, 1986

APPROVED AS TO FORM:

Carol Korade
Carol Korade,
Assistant City Attorney
City of Newport Beach

ATTEST:

Wanda Raggio
Wanda Raggio, City Clerk
City of Newport Beach

CITY OF NEWPORT BEACH, a
municipal corporation

Philip R. Mauer
Philip R. Mauer, Mayor

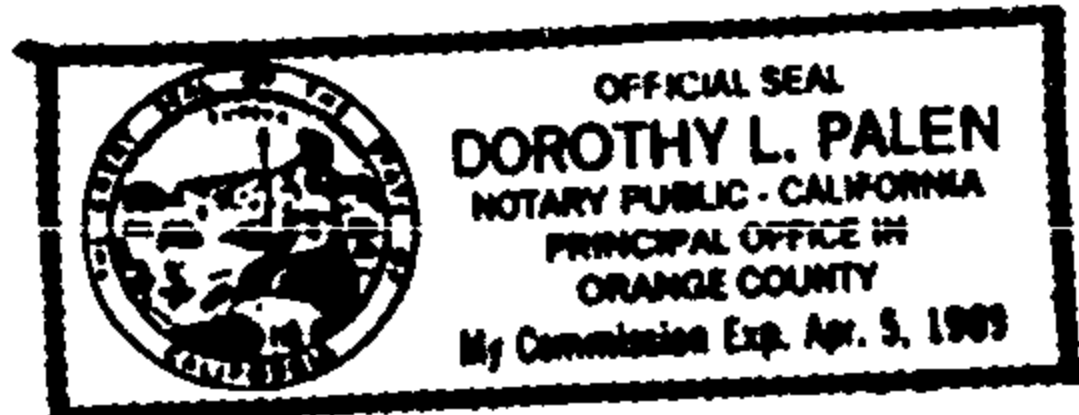
STATE OF CALIFORNIA,

COUNTY OF Orange }

On this 29th day of October, in the year 1986, before me the undersigned a Notary Public in and for said State, personally appeared Philip Mauer, known to me to be the Mayor of the City of Newport Beach and Wanda Raggio known to me to be the City Clerk of the City of Newport Beach and known to me to be the persons who executed the within instrument on behalf of said governmental agency, and acknowledged to me that such governmental agency executed the same.

WITNESS my hand and official seal.

Dorothy L. Palen
Notary Public in and for said State.



STATE OF CALIFORNIA)
COUNTY OF _____)

On this _____ day of _____, in the year _____. before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to be the person who executed the within instrument as _____, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Notary Public in and for Said State

EASEMENT DESCRIPTION FOR PROPERTIES HELD BY
THE IRVINE COMPANY AND GRANTED TO
THE CITY OF NEWPORT BEACH FOR BIKE TRAIL PURPOSES

All that certain land partly in the City of Newport Beach and all in the County of Orange, State of California, being a portion of Blocks 5 and 51 of Irvine's Subdivision, per map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, being a strip of land, described as follows:

PARCEL I

A strip of land 30.00 feet width, lying 14.00 feet northerly and northeasterly of, and 16.00 feet southerly and southwesterly of the following described line:

Commencing at the centerline intersection of Irvine Avenue and University Drive; thence S.1°57'53"E., 34.00 feet to the point of beginning;

Thence S.49°21'46"E., parallel with and 25.00 feet southwesterly of said centerline of University Drive, 1,042.45 feet to the beginning of a curve, tangent, concave southwesterly and having a radius of 600.00 feet;

Thence southeasterly along said curve, thru a central angle of 14°10'01", an arc distance of 148.35 feet to a point on the southwesterly right-of-way line of said University Drive, 100.00 feet in width, and THE TRUE POINT OF BEGINNING;

Thence continuing along said curve, having a radius of 600.00 feet, through a central angle of 6°55'31", an arc distance of 72.53 feet to a line tangent;

Thence S.28°16'14"E., along said line, 173.92 feet to a point in the northwesterly line of that certain parcel of land described as Parcel 102.1 in deed to the County of Orange, recorded in Book 5906, page 516 of Official Records of said Orange County, CA.

PARCEL II

A strip of land 30.00 feet in width, lying 14.00 feet northeasterly of and 16.00 feet southwesterly of the following described line:

Commencing at the centerline intersection of Irvine Avenue and University Drive; thence S.1°57'53"E., 34.00 feet to the point of beginning;

Thence S.49°21'46"E., parallel with and 25.00 feet southwesterly of said centerline of University Drive, 1,042.45 feet to the beginning of a curve, tangent, concave southwesterly and having a radius of 600.00 feet;

Thence southeasterly along said curve, thru a central angle of 21°05'32", an arc distance of 220.88 feet to a line tangent;

Thence S.28°16'14"E., along said line, 446.89 feet to the beginning of a curve, tangent, concave northeasterly and having a radius of 80.00 feet;

Thence southerly and easterly along said curve, thru a central angle of 55°48'07", an arc distance of 77.91 feet to a line tangent;

Thence S.84°04'21"E., along said line, 112.51 feet to the beginning of a curve, tangent, concave northerly and having a radius of 400.00 feet;

Thence easterly along said curve, thru a central angle of 8°02'27", an arc distance of 56.14 feet to a line tangent;

Thence N.87°53'12"E., along said line, 70.68 feet to the beginning of a curve, tangent, concave southerly and having a radius of 400.00 feet;

Thence easterly along said curve, thru a central angle of 10°30'46", an arc distance of 73.39 feet to a line tangent;

Thence S.81°36'02"E., along said line, 62.16 feet to the beginning of a curve, tangent, concave southerly and having a radius of 1600.00 feet;

Thence easterly along said curve, thru a central angle of 4°41'44", an arc distance of 131.12 feet to a line tangent;

Thence S.76°54'18"E., along said line, 96.77 feet to the beginning of a curve, tangent, concave northerly and having a radius of 200.00 feet;

Thence easterly along said curve, thru a central angle of 11°45'36", an arc distance of 41.05 feet to a line tangent;

Thence S.88°38'29"E., along said line, 84.13 feet to the beginning of a curve, tangent, concave southerly and having a radius of 400.00 feet;

Thence easterly along said curve, thru a central angle of 6°14'29", an arc distance of 43.57 feet to a line tangent;

March 18, 1986

Thence S.82°24'01"E., along said line, 55.18 feet to a point in the southwesterly line of Exhibit "B" as described in Deed to the State of California recorded in Book 11382, Page 1989, Official Records of Orange County, California. Said point is in course No. 14 of said Exhibit "B," and lies N.66°51'26"W., 70.60 feet from the southeasterly end of a said course, and is THE TRUE POINT OF BEGINNING of this description;

Thence continuing S.82°24'01"E., 212.33 feet to the beginning of a curve, tangent, concave southerly and having a radius of 800.00 feet;

Thence easterly along said curve, thru a central angle of 11°03'09", an arc distance of 154.32 feet to a line tangent;

Thence S.71°20'52"E., along said line, 253.17 feet to the beginning of a curve, tangent, concave southerly and having a radius of 200.00 feet;

Thence easterly along said curve, thru a central angle of 25°09'51", an arc distance of 87.54 feet to a line tangent;

Thence S.46°11'01"E., along said line, 77.46 feet to the beginning of a curve, tangent, concave northeasterly and having a radius of 800.00 feet;

Thence southeasterly along said curve, thru a central angle of 7°01'05", an arc distance of 97.99 feet to a line tangent;

Thence S.53°12'06"E., along said line, 148.23 feet to a point in course No. 8 of the aforesaid Exhibit "B," and lies N.66°51'26"W., a distance of 150.79 feet from the southeasterly end of said course.

86-528284

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IRVINE AVE.
P.O.B.

S. 1° 57' 53" E., 34.00'

UNIVERSITY DRIVE

TPO B PARCEL 1
IRVINE CO

①

25.00'

THE IRVINE CO.
AP 119-261-21

THE IRVINE CO.
AP 440-142-23

PORTION LOT 152,
BLOCK 51, IRVINE
SUBDIVISION

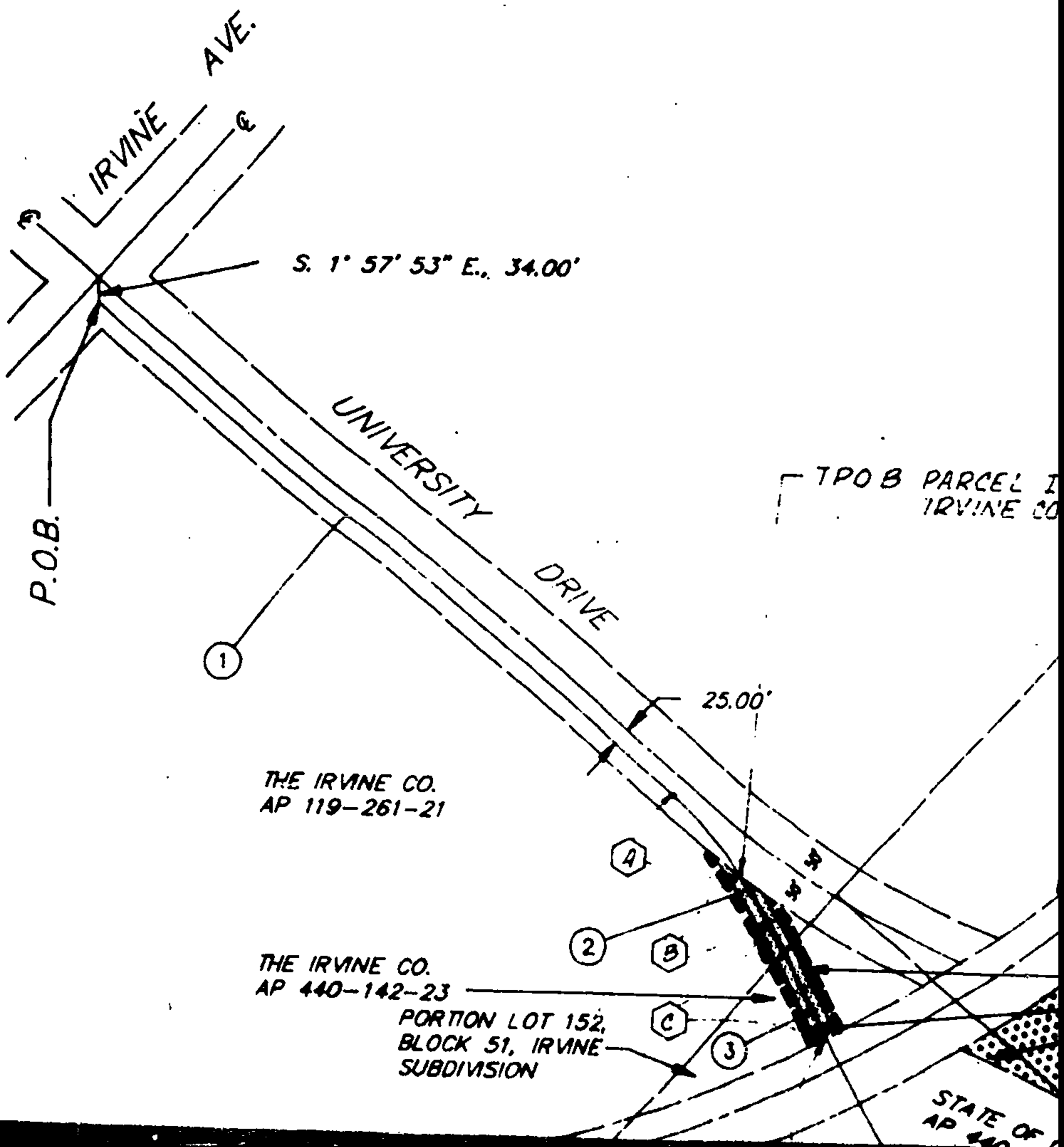
②

B

C

③

STATE OF
AP 440



TABULATION OF COURSES

COURSE		DESCRIPTION
①	②	S. 49° 21' 46" E., 1,042.45'
③	④	DELTA = 21° 05' 32", R = 600.00', L =
⑤	⑥	S. 28° 16' 14" E., 446.89'
⑦	⑧	DELTA = 55° 48' 07", R = 80.00', L =
⑨	⑩	S. 84° 04' 21" E., 112.51'
⑪	⑫	DELTA = 08° 02' 27", R = 400.00', L =
⑬	⑭	N. 87° 53' 12" E., 70.68'
⑮	⑯	DELTA = 10° 30' 46", R = 400.00', L =
⑰	⑱	S. 81° 36' 02" E., 62.16'
⑲	⑳	DELTA = 04° 41' 44", R = 1,600.00', L =
㉑	㉒	S. 76° 54' 18" E., 96.77'
㉓	㉔	DELTA = 11° 45' 36", R = 200.00', L =
㉕	㉖	S. 88° 38' 29" E., 84.13'
㉗	㉘	DELTA = 06° 14' 29", R = 400.00', L =
㉙	㉚	S. 82° 24' 01" E., 267.51'
㉛	㉜	DELTA = 11° 03' 09", R = 800.00', L =
㉝	㉞	S. 71° 20' 52" E., 253.17'
㉟	㊱	DELTA = 25° 09' 51", R = 200.00', L =
㊲	㊳	S. 46° 11' 01" E., 77.46'
㊴	㊵	DELTA = 07° 01' 05", R = 800.00', L =
㊶	㊷	S. 53° 12' 05" E., 148.23'
㊸	㊹	DELTA = 12° 26' 31", R = 800.00', L =
㊺	㊻	S. 65° 38' 37" E., 87.97'
㊼	㊽	DELTA = 09° 26' 07", R = 600.00', L =
㊾	㊿	S. 75° 04' 44" E., 124.79'
㋀	㋁	DELTA = 12° 13' 16", R = 600.00', L =
㋂	㋃	S. 62° 51' 28" E., 73.38'
㋄	㋅	DELTA = 18° 16' 48", R = 800.00', L =
㋆	㋇	S. 81° 08' 15" E., 178.41'
㋈	㋉	DELTA = 73° 38' 43", R = 240.00', L =
㋊	㋋	N. 25° 13' 02" E., 122.90'
㋌	㋍	DELTA = 15° 10' 36", R = 400.00', L =

ANY EASEMENT

N.W. AND S.E. LINE OF
PCL. NO. 102.1 PER
O.R.: 5906 - 516
O.C.F.C.D. CHANNEL

30' WIDE PERMANENT AND RELOCATABLE BIKE TRAIL
14' N'y OF COURSE LINE
16' S'y OF COURSE LINE

IRVINE CO
440-142-24

THE IRVINE CO

TPO B PARCEL II
IRVINE COMPANY EASEMENT

⑧ DELTA : $6^{\circ}55'31''$, $R=600\ 00'$, $L=7253'$

⑥ S 28°16'14"E 173.92'

① S. 28°16'14"E. 272.97'

⑥ $82^{\circ}24'01"E$ $5518'$

(F) N 36° 4' 23" A 7060

③ $450^{\circ} 5' 30''$ $50.4'$



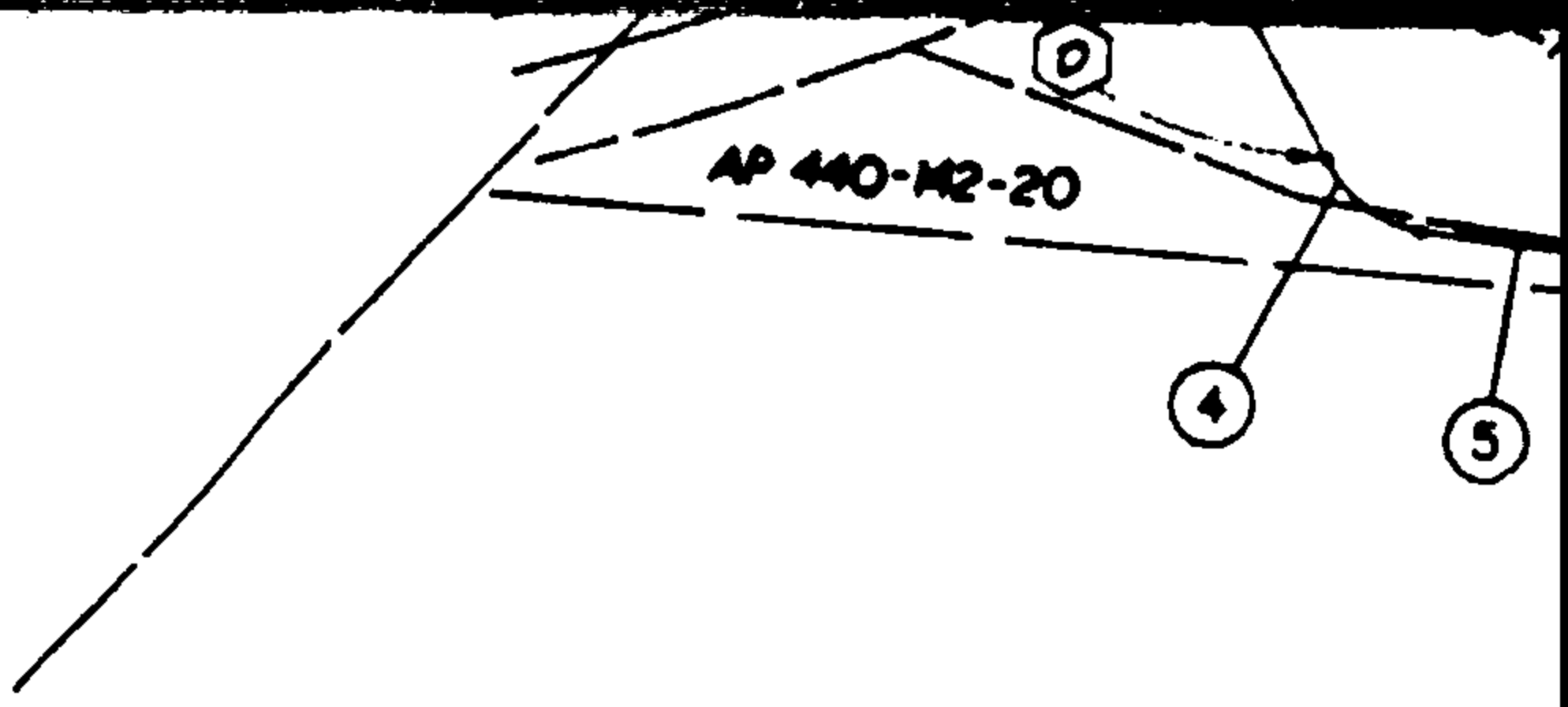
SCALE

TENTATIVE

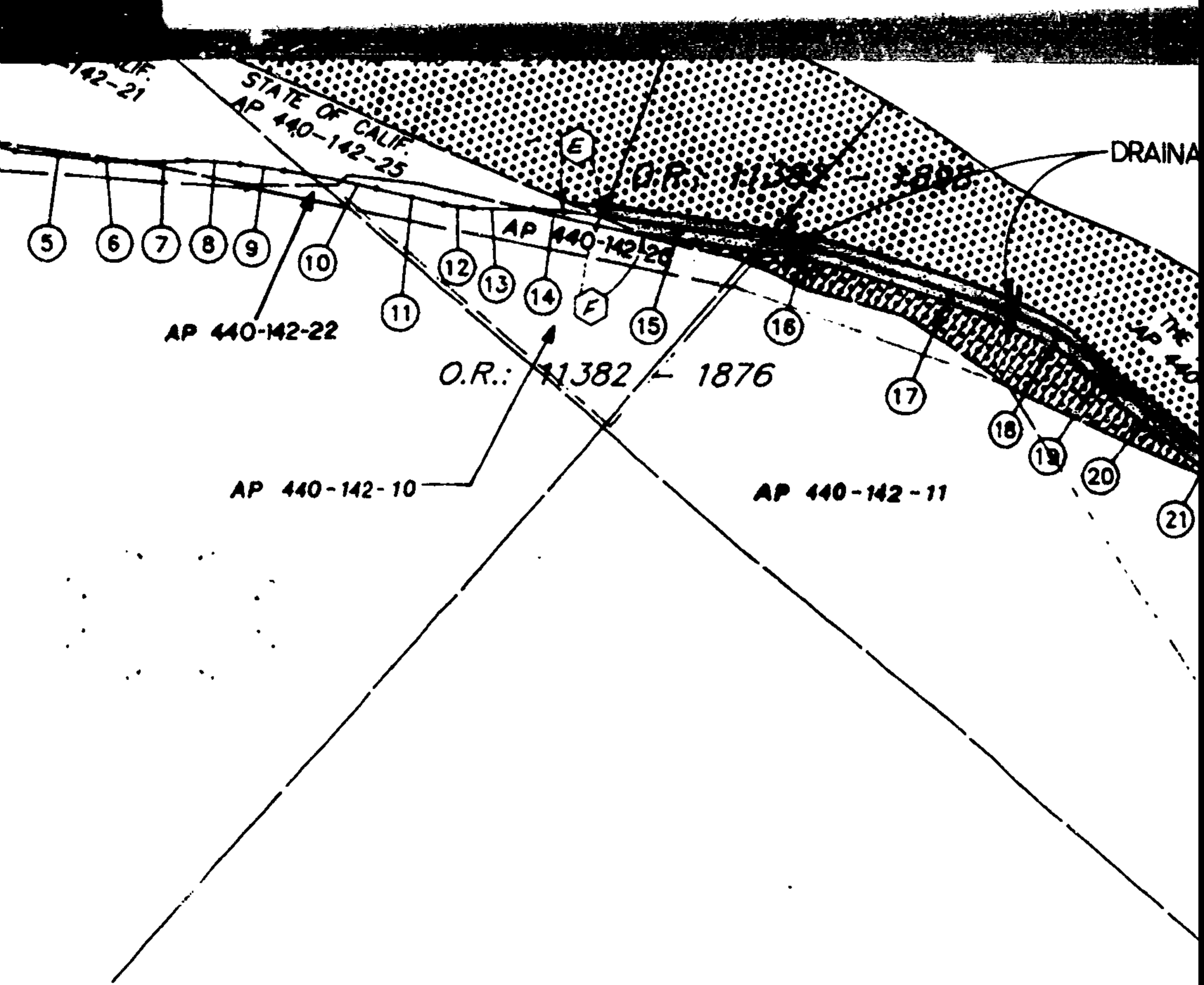
J.M. PETERS CO.
AP 442-281-1 2. and 3

YE TRACT
2212

EE RD.

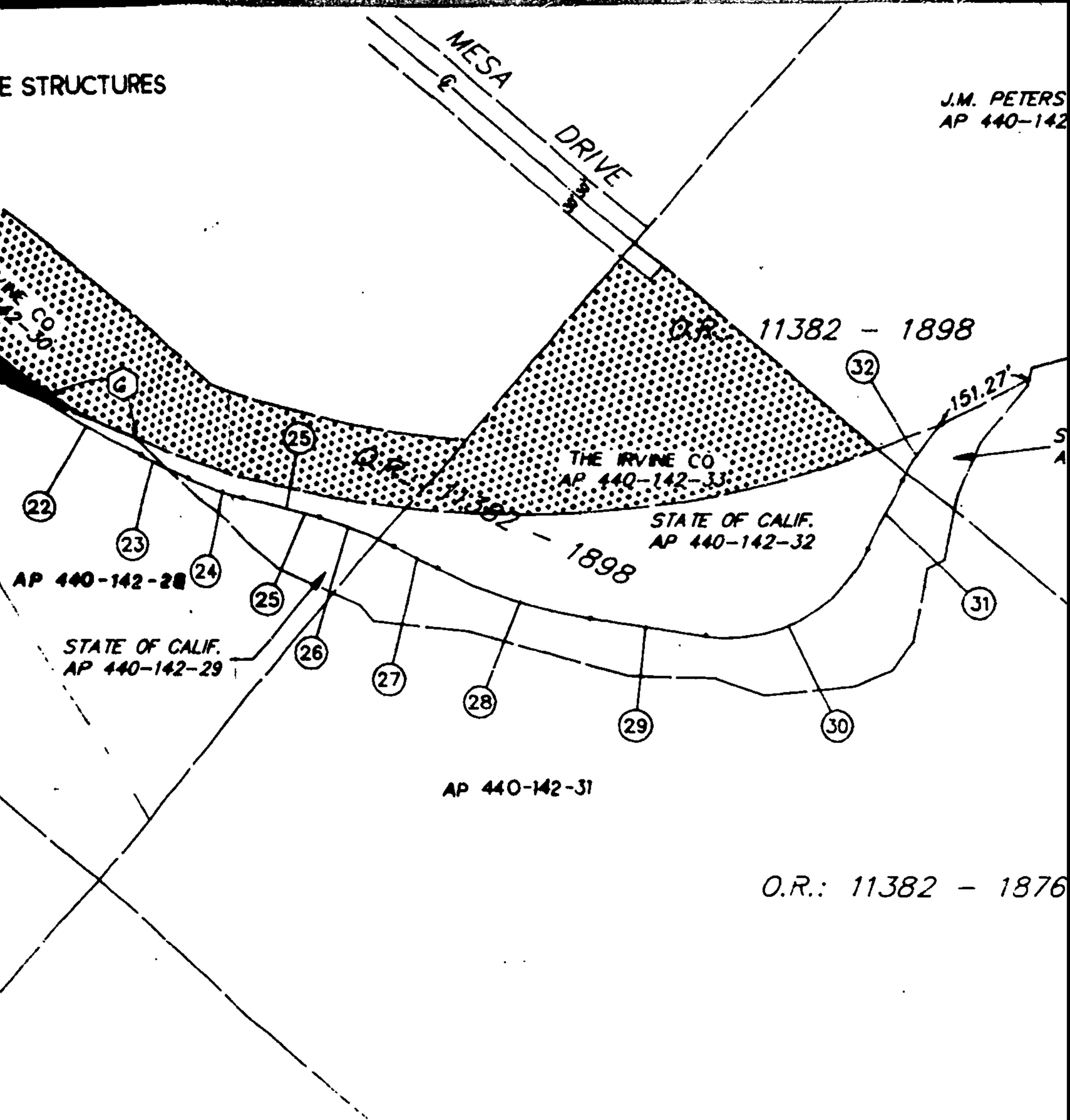


8/27/85
AUSTIN-FOUST ASSOCIATES, INC.



E STRUCTURES

J.M. PETERS
AP 440-142



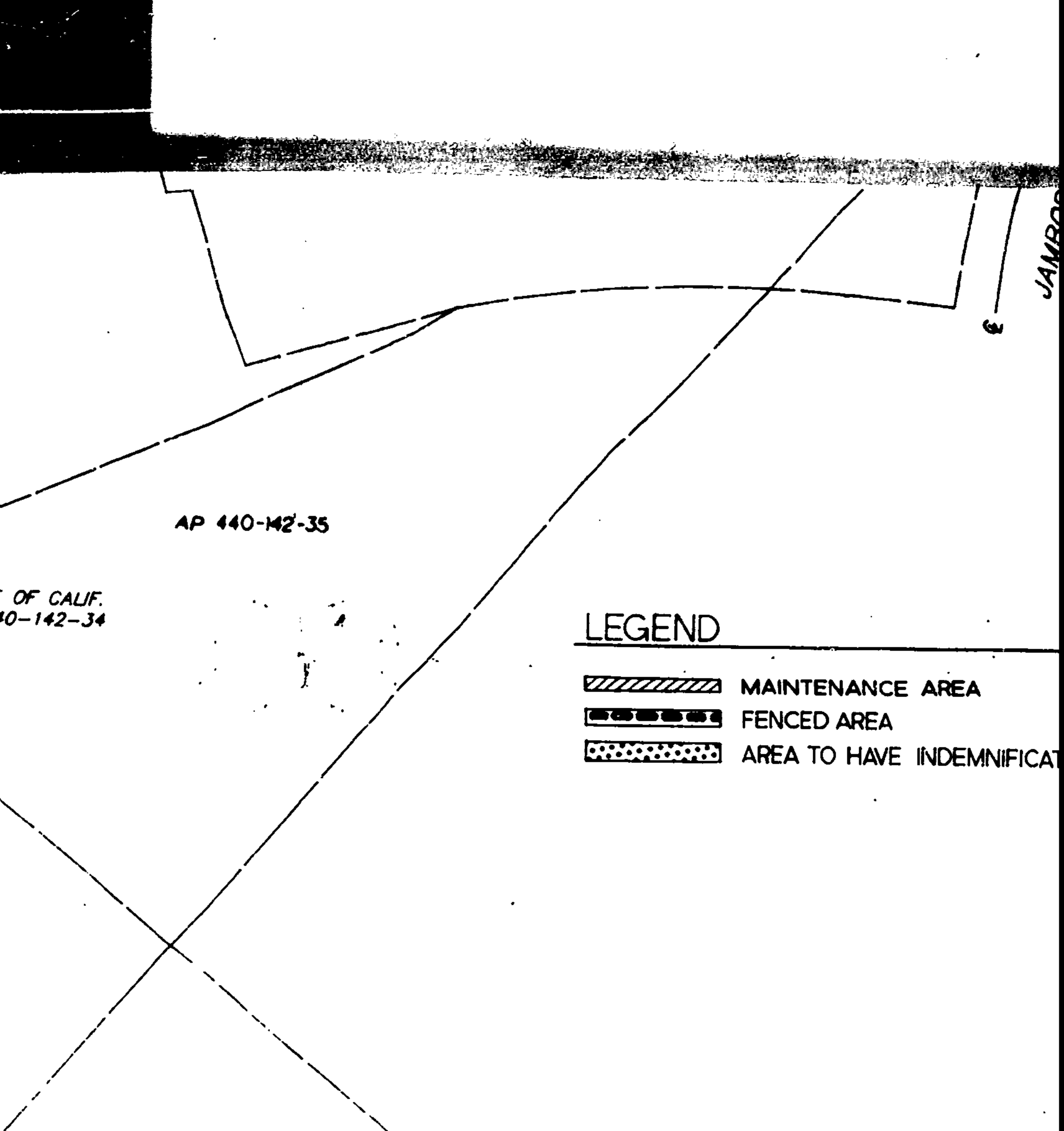

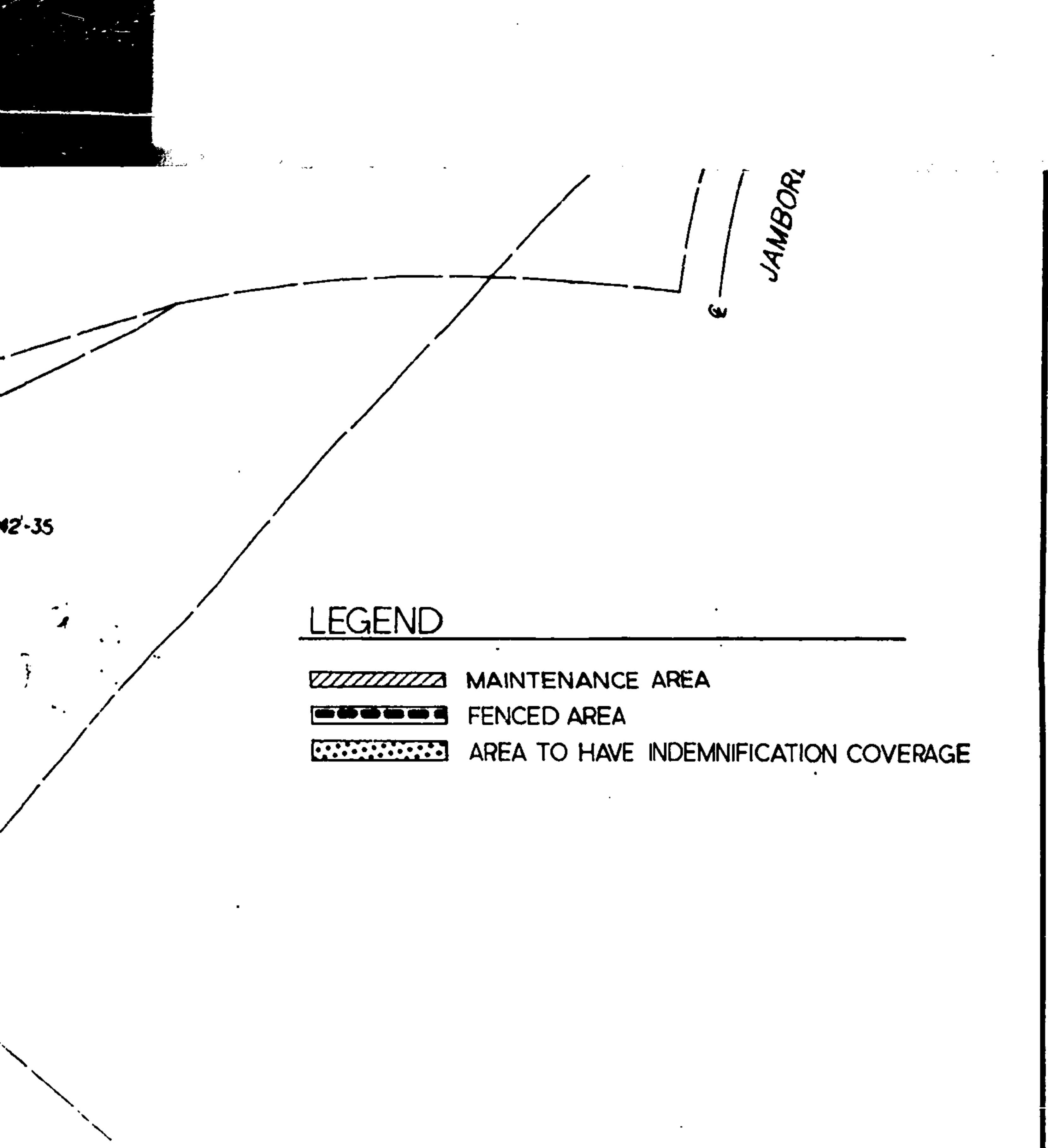


EXHIBIT TO ACCOMPANY EASEMENT DESCRIPTION
FOR THE
UPPER BAY BIKE AND EQUESTRIAN TRAIL
CITY OF NEWPORT BEACH

 EASEMENT FROM THE IRVINE COMPANY

- EXHIBIT "B"



LEGEND




-  MAINTENANCE AREA
-  FENCED AREA
-  AREA TO HAVE INDEMNIFICATION COVERAGE

EXHIBIT TO ACCOMPANY EASEMENT DESCRIPTIONS FOR THE UPPER BAY BIKE AND EQUESTRIAN TRAIL CITY OF NEWPORT BEACH


 EASEMENT FROM THE IRVINE COMPANY

EXHIBIT "B"

SHEET 1 OF 1