

EXEMPT RECORDING REQUEST PER  
GOVERNMENT CODE 6103

86-494140

RECORDED IN OFFICIAL RECORD  
OF ORANGE COUNTY CALIFORNIA

-800 PM OCT 20 '86

WHEN RECORDED MAIL TO

**NO CONSIDERATION**

IRENE BUTLER *Irene Butler asst. City Clerk*  
City of Newport Beach  
P.O. Box 1768  
Newport Beach, CA 92658-8915

IRENE BUTLER

Attn:

EXEMPT  
C14

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Department of Fish and Game

Agency: Wildlife Conservation Board

AGREEMENT AND GRANT OF EASEMENT

Project: Upper Newport Bay  
Eco Reserve, Orange County  
File: EAS86-012

This Agreement and Grant of Easement is made and entered into by and between the State of California, acting by and through its Director of General Services, hereinafter called State, and The City of Newport Beach, hereinafter called Grantee.

State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, and in consideration of the sum of \$500.00, receipt of which is hereby acknowledged, hereby grants unto Grantee, its successions and assigns forever, an easement to locate, construct, reconstruct, alter, inspect, repair and replace a bicycle/equestrian trail along with all fixtures and equipment necessary therefor, over, under and across that certain real property situated in the County of Orange, State of California, described in Exhibit "A", and consisting of 3 pages attached hereto and thereby made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated SEP 11 1986

STATE OF CALIFORNIA  
Department of General Services

By *Robert R. Healy*

APPROVED Department of Fish and Game  
Wildlife Conservation Board

By *W. John Schmidt*  
W. John Schmidt, Executive Officer

GRANTEE City of Newport Beach

By *[Signature]*  
for City of Newport Beach

By *Irene Butler*  
*Assistant City Clerk*

86-494140

RECEIVED  
JUL 1 1960  
U.S. DEPT. OF JUSTICE

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to save harmless, indemnify, and defend State, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by State, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted.
5. In making any excavation on said property of State, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.
6. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use the Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.

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March 18, 1986

EASEMENT DESCRIPTION FOR PROPERTIES HELD BY THE STATE OF CALIFORNIA  
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:

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

PARCEL I

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 SW'ly of said centerline of University Drive, 1,042.45 feet to the beginning of a curve, tangent, concave SW'ly and having a radius of 600.00 feet;

Thence SE'ly 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, 273.92 feet to a point in the southeasterly line of that certain parcel of land described as Parcel 102.1 in deed to the County of Orange, recorded in Book 5905, page 516 of Official Records of said Orange County and THE TRUE POINT OF BEGINNING;

Thence, S.28°16'14"E., 172.97 feet to the beginning of a curve, tangent, concave NE'ly and having a radius of 80.00 feet;

Thence S'ly and E'ly 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 N'ly and having a radius of 400.00 feet;

Thence E'ly 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 S'ly and having a radius of 400.00 feet;

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

EXHIBIT A

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(continued)

Thence S.81°36'02"E., along said line, 52.16 feet to the beginning of a curve, tangent, concave S'ly and having a radius of 1600.00 feet;

Thence E'ly 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 N'ly and having a radius of 200.00 feet;

Thence E'ly 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°33'29"E., along said line, 84.13 feet to the beginning of a curve, tangent, concave S'ly and having a radius of 400.00 feet;

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

Thence S.82°24'01"E., along said line, 55.18 feet to a point in the south-westerly line of Exhibit "B" as described in Deed to the State of California recorded in Book 11382, page 1898, Official Records of Orange County, California. Said point is in course No. 14 of said Exhibit "B", lies N.66°51'26"W., 70.60 feet from the southeasterly end of said course.

Together with a temporary easement for construction purposes 100.00 feet in width and lying symmetrical about the above-described line, this temporary easement shall terminate on August 15, 1988.

#### PARCEL II

Beginning at a point in course No. 3 of the aforesaid Exhibit "B" as described in Parcel I above, distant thereon N.66°51'26"W., 150.79 feet from the southeasterly end of said course, said point also being the beginning of a curve, concave northerly and having a radius of 800.00 feet; said point being THE TRUE POINT OF BEGINNING for Parcel II:

Thence E'ly along said curve, thru a central angle of 12°26'31", an arc distance of 173.72 feet to a line tangent;

Thence S.65°38'37"E., along said line, 87.97 feet to the beginning of a curve, tangent, concave NE'ly and having a radius of 600.00 feet;

Thence SE'ly along said curve, thru a central angle of 9°26'07", an arc distance of 98.81 feet to a line tangent;

Thence S.75°04'44"E., along said line, 124.79 feet to the beginning of a curve, tangent, concave S'ly and having a radius of 600.00 feet;

Thence E'ly along said curve, thru a central angle of 12°13'16", an arc distance of 127.98 feet to a line tangent;

(continued)

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Thence S.62°51'28"E., along said line, 73.38 feet to the beginning of a curve, tangent, concave N'y and having a radius of 800.00 feet;

Thence E'y along said curve, thru a central angle of 18°16'48", an arc distance of 255.23 feet to a line tangent;

Thence S.81°08'15"E., along said line, 178.41 feet to the beginning of a curve, tangent, concave NW'y and having a radius of 240.00 feet;

Thence NE'y along said curve, thru a central angle of 73°38'43", an arc distance of 308.48 feet to a line tangent;

Thence N.25°13'02"E., along said line, 122.90 feet to the beginning of a curve, tangent, concave SE'y and having a radius of 400.00 feet;

Thence NE'y along said curve, thru a central angle of 15°10'36", an arc distance of 105.95 feet to an intersection with a non-tangent curve, concave N'y and having a radius of 1562.00 feet, as described in Parcel 1 in Deed to the State of California, recorded in Book 11382, page 1898 et seq., in the office of the County Recorder of Orange County, California.

(Said point of intersection lies southwesterly of the easterly terminus of said 1562.00 foot curve, an arc distance of 151.27 feet).

Together with a temporary easement for construction purposes 100.00 feet in width and lying symmetrical about the above-described line, this temporary easement shall terminate on August 15, 1988.

COUNTY OF SACRAMENTO

**SS.**

86-494140

On this 11th day of September, 1986, before me, the undersigned, a Notary Public in and for the State of California, personally appeared JOHN R. HEALY

\_\_\_\_\_ personally known to be or proved to me on the basis of satisfactory evidence to be the person who executed this instrument as Senior Land Agent of the Office of Space and Real Estate Services, Department of General Services of the State of California, and acknowledged to me that the State of California executed it.

**WITNESS** my hand and official seal.



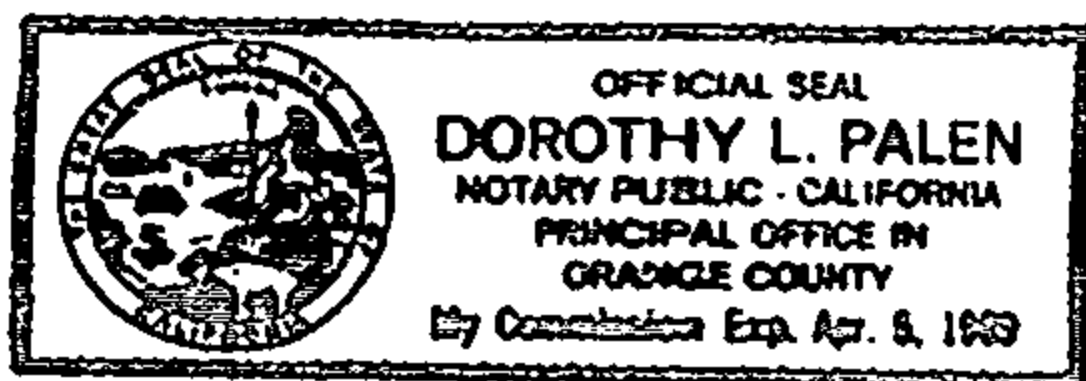
Constance K. Okino  
CONSTANCE K. OKINO  
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

COUNTY OF Orange

ON October 9, 1986,  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
Philip Maurer, known to me to be the Mayor of the  
City of Newport Beach and personally known to me to an

to be the person whose name \_\_\_\_\_ is \_\_\_\_\_ subscribed to the within instrument,  
and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.



Notary Public in and for said State.  
DOROTHY L. PALEN

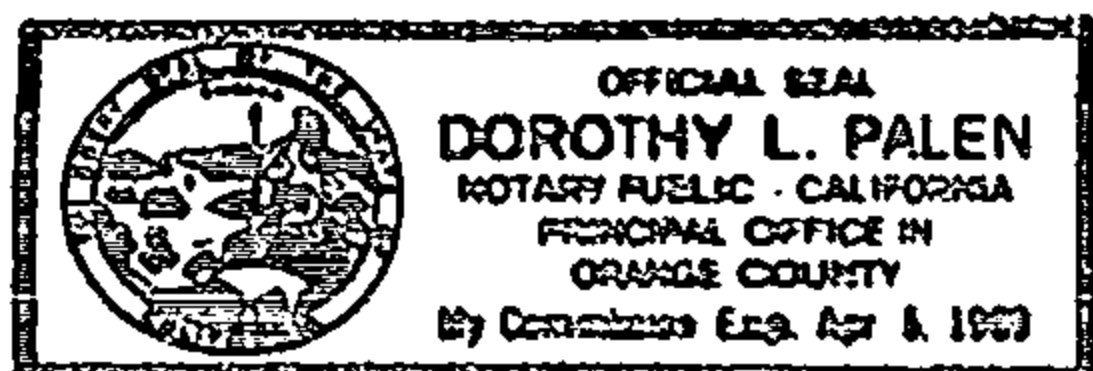
~~ACKNOWLEDGMENT—General—Prokett's Form 213—Rev. 3-64~~

COUNTY OF Orange

ON October 9, 1986,  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
Irene Butler, known to me to be the Assistant City Clerk  
of the City of Newport Beach, personally known to me

to be the person whose name is subscribed to the within instrument,  
and acknowledged to me that She executed the same.

WITNESS my hand and official seal.



Notary Public in and for said State  
DOROTHY L. PALEN

~~ACKNOWLEDGMENT—General—Kokatta Form 213—Rev 3-64~~